

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
MARCH 27, 2023**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

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

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

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

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, MARCH 27, 2023, 6:00 PM**

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer and/or Reflection
4. Roll Call
5. Recognition/Appointments
 - A. Recognition of the Bloomington Fire Department for Receiving the 2022 Mission Lifeline: Gold Plus Achievement Award from the American Heart Association, as requested by the Fire Department. *(Recommended Motion: None; recognition only.)*
6. Public Hearings
 - A. Public Hearing for the FY2024 Proposed Budget, as requested by the Finance Department. *(Recommended Motion: None; presentation and public hearing only.) (Presentation by Scott Rathbun, Finance Director, 3 minutes; and City Council Discussion, 5 minutes.)*
 - B. Public Hearing on the Program Year 2023 Community Development Block Grant (CDBG) Annual Action Plan, as requested by the Economic & Community Development Department. *(Recommended Motion: None; presentation and public hearing only.) (Presentation by Michael Sinnet/Community Enhancement Division Manager , 10 minutes; and City Council Discussion, 10 minutes.)*
 - C. Public Hearing on the Second Amendment to the Annexation Agreement with Hershey Grove, LLC, for Land Commonly Located at the Southeast Corner of the Intersection of Ireland Grove Road and S. Hershey Road, Consisting of 144 Acres More or Less, as requested by the Economic & Community Development Department. *(Recommended Motion: None; presentation and public hearing only.) (Presentation by Melissa Hon, Economic & Community Development Director, 3 minutes; and City Council Discussion, 5 minutes.)*

7. Public Comment

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

remote public comment.

8. Consent Agenda

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

- A. Consideration and Action to Approve the Minutes of the February 27, 2023, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action to Approve Bills and Payroll in the Amount of \$7,574,355.96, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and Action on the Purchase of HP Elite Mini Desktops and HP EliteBook Laptops through HP Inc. for a total of \$125,897.50, as requested by the Information Technology Department. *(Recommended Motion: The proposed Purchase be approved.)*
- D. Consideration and Action on the Purchase of 3M Scott Self Contained Breathing Apparatus for the Fire Department in the Amount of \$903,063.65, as requested by the Fire Department. *(Recommended Motion: The proposed Purchase be approved.)*
- E. Consideration and Action to Approve the Purchase of Two (2) Public Safety Camera Trailers from Wireless CCTV for a total of \$78,766.96, as requested by the Police Department. *(Recommended Motion: The proposed Purchase be approved.)*
- F. Consideration and Action to Approve the Purchase of Elation Moving Lights for the Bloomington Center for Performing Arts' ("BCPA") Stage and Productions from JRLX, Inc. in the amount of \$69,924.00, as requested by the Arts & Entertainment Department. *(Recommended Motion: The proposed Purchase be approved.)*
- G. Consideration and Action on a Resolution Adopting the Official 2022 Zoning Map for the City of Bloomington, Which Supersedes and Replaces the Official 2021 Zoning Map Adopted by Council on March 28, 2022, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Resolution be approved.)*
- H. Consideration and Action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Purchase of an Integrated Ballistic Identification System ("IBIS") from Forensic Technology, Inc. in the amount of \$153,110, as requested by the Police Department. *(Recommended Motion: The proposed Resolution be approved.)*
- I. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District for the Property Located at 704 McGregor Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- J. Consideration and Action on an Ordinance Approving the Final Plat of Bollmann Subdivision, as requested by the Public Works Department. *(Recommended Motion:*

The proposed Ordinance be approved.)

- K. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District for the Property Located at 1626 W. Locust Street, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- L. Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1B (Single-Family Residence) District to R-2 (Mixed Residence) District for the Properties Located at 2702, 2704, 2706, 2708, 2710, 2712, and 2714 Fox Creek Road, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

9. Regular Agenda

- A. Consideration and Action on an Ordinance Authorizing the Second Amendment to the Annexation Agreement with Hershey Grove, LLC, for Land Commonly Located at the Southeast Corner of the Intersection of Ireland Grove Road and S. Hershey Road, Consisting of 144 Acres More or Less, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.) (Presentation by Tim Gleason, City Manager, 3 minutes; and City Council Discussion, 5 minutes.)*

10. Finance Director's Report

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

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session

15. Adjournment

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



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of the Bloomington Fire Department for Receiving the 2022 Mission Lifeline: Gold Plus Achievement Award from the American Heart Association, as requested by the Fire Department.

RECOMMENDED MOTION: None; recognition only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: The Bloomington Fire Department has received the American Heart Association's Mission: Lifeline® EMS Gold Plus Achievement Award for implementing specific quality improvement measures to treat patients who suffer severe heart attacks.

Each year, more than 250,000 people experience an ST elevation myocardial infarction (STEMI), the deadliest type of heart attack, caused by a blockage of blood flow to the heart, requiring timely treatment. To prevent death, it is critical to restore blood flow as quickly as possible, either by mechanically opening the blocked vessel or by providing clot-busting medication.

The American Heart Association's Mission: Lifeline EMS recognition program is designed to showcase Emergency Medical Service organizations across the nation for excellent STEMI care. This program helps reduce barriers to prompt treatment for heart attacks - starting from when 9-1-1 is called, to EMS transport and continuing through hospital treatment and discharge. Bloomington's firefighter/paramedics are one of the first providers of care to patients suffering from cardiac emergencies. Optimal care for heart attack patients takes coordination between the Fire Department EMS providers, individual hospitals and healthcare systems.

The role of EMS in the system-of-care for these patients is crucial and often sets the course for the patient's outcome. "EMTs and paramedics play a vital part in the system of care for those who have heart attacks," said Tim Henry, M.D., chair of the Mission: Lifeline Acute Coronary Syndrome Subcommittee. "Since they often are the first medical point of contact, they can save precious minutes of treatment time by activating the emergency response system that alerts hospitals to an incoming heart attack patient."

Mission Lifeline EMS "Gold Plus" recognition is awarded with at least 75% annual compliance

with 3 key measures that apply to our community. These measures include:

1. Percentage of patients with Acute Coronary Symptoms (ACS) who received a pre-hospital 12-lead EKG by Fire Department paramedics.
 - Plus Measure - Of those patient's that received a 12 lead EKG, the percentage of 12 Lead EKGs performed ≤ 10 minutes of EMS First Medical Contact with patients experiencing ACS.
2. The percentage of hospital transmissions suggesting a STEMI alert (or Cardiac Cath Lab Activation) that are performed ≤ 10 minutes of the first STEMI positive 12 lead ECG in the field.
3. Percentage of patients treated and transported directly to a STEMI Receiving Center, with EMS First Medical Contact to device time ≤ 90 minutes.

****Gold Criteria is only achievable by meeting these standards in consecutive years*****

The Mission: Lifeline EMS recognition program launched in 2014 and continues to celebrate the achievement of the pre-hospital providers and their collaboration with each other and destination hospitals specific to STEMI patient care.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Cory Matheny, Deputy Chief of EMS

ATTACHMENTS:

[FIRE 2B Mission Lifeline EMS Award](#)



American Heart Association®
Mission:Lifeline®
EMS

2022 Mission: Lifeline® EMS Recognition

The American Heart Association proudly recognizes

Bloomington Fire Department (IL)
Bloomington, IL

Mission: Lifeline® - EMS - GOLD PLUS

Achievement Award - EMS Agency

The American Heart Association/American Stroke Association recognizes this EMS provider organization for demonstrating continued success in using the **Mission Lifeline®** program.

Thank you for applying the most up-to-date evidence-based treatment guidelines to improve patient care and outcomes in the community you serve.*

Nancy Brown
Chief Executive Officer
American Heart Association

Donald M. Lloyd-Jones, MD, ScM, FAHA
President
American Heart Association

*For more information, please visit [Heart.org/MissionLifeline](https://heart.org/MissionLifeline)





PUBLIC HEARINGS ITEM NO. 6.A.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing for the FY2024 Proposed Budget, as requested by the Finance Department.

RECOMMENDED MOTION: None; presentation and public hearing only.

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 budget is a financial plan which stipulates the approach the City will undertake to achieve the strategic plan in accordance with the aspirations of Council. The City Code requires adoption of an annual Appropriation Ordinance. The Fiscal Year ("FY") 2024 Proposed Budget was presented to Council on March 13, 2023. The General Fund and Other Funds FY 2024 Proposed Budget books are available for examination at the Bloomington Public Library, 205 E. Olive Street, at the City of Bloomington Hub, Suite #103, 115 E. Washington St., and on the City's website at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Notice for the Public Hearing was posted in *The Pantagraph* on March 13, 2023.

FINANCIAL IMPACT: The FY 2024 Proposed Budget for all City funds is \$290,134,570. The Proposed Budget for FY 2024 is balanced for all funds. Any fund with expenditures exceeding revenue will be offset by a planned use of fund balance or net assets. Any fund with proposed revenues exceeding expenditures will show a contribution to fund balance.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 2B FY 2024 Fund Balance Summary](#)

CITY OF BLOOMINGTON, IL
FY 2024
PROPOSED BUDGET
SUMMARY OF REVENUES, EXPENDITURES AND CHANGE IN FUND BALANCES BY FUND
(ALL FIGURES PROVIDED ARE ESTIMATES)

Fund	Budgetary Fund Balance 4/30/2022	FY 2023 Projected Revenues	FY 2023 Projected Expenditures	Projected Budgetary Fund Balance 4/30/2023 ^A	Projected Fund Balance Percent	FY 2024 Proposed Revenues	FY 2024 Proposed Expenditures	Net Changes to Fund Balance ^B	Projected Fund Balance Ending 4/30/2024	Projected Fund Balance Percent	Projected Fund Balance Percent Change 23-24
General Fund	\$ 36,560,475	\$ 128,654,645	\$ 124,209,919	\$ 41,005,202	33.01%	\$ 129,075,038	\$ 129,075,038	\$ (3,435,307)	\$ 37,569,895	29.11%	-8.38%
General Fund Total:	\$ 36,560,475	\$ 128,654,645	\$ 124,209,919	\$ 41,005,202	33.01%	\$ 129,075,038	\$ 129,075,038	\$ (3,435,307)	\$ 37,569,895	29.11%	-8.38%
Special Revenue:											
Motor Fuel Tax	\$ 20,766,561	\$ 4,426,756	\$ 3,675,981	\$ 21,517,336	585.35%	\$ 26,693,600	\$ 26,693,600	\$ (21,498,393)	\$ 18,943	0.07%	-99.91%
Board of Elections	\$ 973,732	\$ 589,560	\$ 956,949	\$ 615,343	64.30%	\$ 688,372	\$ 688,372	\$ (49,935)	\$ 565,408	82.14%	-8.11%
Drug Enforcement	\$ 1,205,329	\$ 105,500	\$ 167,250	\$ 1,143,579	683.75%	\$ 228,450	\$ 228,450	\$ (117,950)	\$ 1,025,629	448.95%	-10.31%
Community Development	\$ (169,445)	\$ 1,618,419	\$ 1,618,419	\$ (169,445)	-10.47%	\$ 1,711,392	\$ 1,711,392	\$ -	\$ (169,445)	-9.90%	0.00%
IHDA Single Family Owner Occupied											
Rehabilitation	\$ (56,668)	\$ 790,947	\$ 790,947	\$ (56,668)	100.00%	\$ 293,650	\$ 293,650	\$ -	\$ (56,668)	-19.30%	0.00%
Library	\$ (16,312,992)	\$ 22,842,310	\$ 8,758,514	\$ (2,229,197)	-25.45%	\$ 12,261,961	\$ 12,261,961	\$ 4,815,584	\$ 2,586,387	21.09%	-216.02%
Library Fixed Asset	\$ 915,633	\$ 52,500	\$ 258,666	\$ 709,467	274.28%	\$ 15,000	\$ 15,000	\$ 15,000	\$ 724,467	4829.78%	2.11%
Park Dedication	\$ 374,933	\$ 392,887	\$ 1,000	\$ 766,820	76661.89%	\$ 30,000	\$ 30,000	\$ (1,767)	\$ 765,053	2550.18%	-0.23%
Empire St. Corridor TIF	\$ 375,946	\$ 498,722	\$ 396,470	\$ 479,198	120.61%	\$ 561,998	\$ 561,998	\$ 288,498	\$ 766,696	0.00%	0.00%
Downtown Southwest TIF	\$ (225,808)	\$ 7,299	\$ -	\$ (218,510)	0.00%	\$ 10,130	\$ 10,130	\$ 7,730	\$ (210,780)	0.00%	-3.54%
Downtown East Washington TIF	\$ (204,680)	\$ 43,711	\$ 37,984	\$ (198,953)	-523.78%	\$ 87,386	\$ 87,386	\$ 15,077	\$ (183,876)	0.00%	-7.58%
Special Revenue Total:	\$ 7,642,540	\$ 31,377,610	\$ 16,662,180	\$ 22,357,970	134.18%	\$ 42,581,939	\$ 42,581,939	\$ (16,526,156)	\$ 5,831,814	13.70%	-73.92%
Debt Service:											
General Bond and Interest	\$ 2,777,041	\$ 3,747,900	\$ 3,079,654	\$ 3,445,287	111.87%	\$ 3,496,714	\$ 3,496,714	\$ (832,657)	\$ 2,612,630	74.72%	-24.17%
Arena Bond Redemption	\$ 1,651,034	\$ 1,747,018	\$ 1,689,818	\$ 1,708,234	101.09%	\$ 1,868,451	\$ 1,868,451	\$ 129,983	\$ 1,838,218	98.38%	7.61%
Multi-Project Bond Redemption	\$ 1,132,067	\$ 1,138,340	\$ 1,156,475	\$ 1,113,932	96.32%	\$ 1,234,288	\$ 1,234,288	\$ 96,548	\$ 1,212,480	98.23%	8.85%
Debt Service Total:	\$ 5,560,142	\$ 6,633,258	\$ 5,925,947	\$ 6,267,453	105.76%	\$ 6,599,453	\$ 6,599,453	\$ (604,125)	\$ 5,663,328	85.82%	-9.64%
Capital Projects:											
Capital Improvement	\$ (5,201,321)	\$ 11,935,567	\$ 5,182,637	\$ 1,551,609	29.94%	\$ 5,612,000	\$ 5,612,000	\$ (1,492,000)	\$ 59,609	1.06%	-96.16%
Capital Lease	\$ (2,453,570)	\$ 1,467,132	\$ 1,467,132	\$ (2,453,570)	-167.24%	\$ 2,930,675	\$ 2,930,675	\$ -	\$ (2,453,570)	-83.72%	0.00%
Capital Improvement (Asphalt & Concrete)	\$ 1,012,596	\$ 11,130,757	\$ 9,000,000	\$ 3,143,353	34.93%	\$ 10,000,000	\$ 10,000,000	\$ (2,043,550)	\$ 1,099,803	11.00%	-65.01%
Capital Project Total:	\$ (6,642,295)	\$ 24,533,456	\$ 15,649,769	\$ 2,241,392	14.32%	\$ 18,542,675	\$ 18,542,675	\$ (3,535,550)	\$ (1,294,158)	-6.98%	-157.74%
Enterprise:											
Water	\$ 19,124,882	\$ 20,705,818	\$ 26,001,513	\$ 13,829,188	53.19%	\$ 27,795,003	\$ 27,795,003	\$ (10,700,738)	\$ 3,128,450	11.26%	-77.38%
Sewer	\$ 232,761	\$ 11,625,822	\$ 10,743,852	\$ 1,114,731	10.38%	\$ 12,229,684	\$ 12,229,684	\$ (71,684)	\$ 1,043,047	8.53%	-6.43%
Storm Water	\$ 369,285	\$ 7,752,122	\$ 6,597,513	\$ 1,543,894	23.40%	\$ 8,446,869	\$ 8,446,869	\$ (179,369)	\$ 1,364,525	16.15%	-11.62%
Solid Waste	\$ 2,423,452	\$ 8,429,000	\$ 7,733,168	\$ 3,119,283	40.34%	\$ 8,563,100	\$ 8,563,100	\$ 43,577	\$ 3,162,859	36.94%	1.40%
Abraham Lincoln Parking Deck	\$ 11,542	\$ 1,022,177	\$ 953,560	\$ 80,159	8.41%	\$ 1,485,000	\$ 1,485,000	\$ 15,720	\$ 95,879	6.46%	0.00%
Golf Courses	\$ 196,068	\$ 3,350,745	\$ 3,350,745	\$ 196,068	5.85%	\$ 3,885,815	\$ 3,885,815	\$ -	\$ 196,068	5.05%	0.00%
Bloomington Arena	\$ 2,071,983	\$ 5,645,047	\$ 4,166,025	\$ 3,551,005	85.24%	\$ 11,302,940	\$ 11,302,940	\$ (3,066,416)	\$ 484,589	4.29%	-86.35%
Enterprise Total:	\$ 24,449,975	\$ 58,530,731	\$ 59,546,378	\$ 23,434,327	39.35%	\$ 73,708,411	\$ 73,708,411	\$ (13,958,911)	\$ 9,475,417	12.86%	-59.57%
Internal Service Fund:											
Casualty Insurance	\$ 2,819,319	\$ 5,056,296	\$ 5,183,762	\$ 2,691,853	51.93%	\$ 5,210,057	\$ 5,210,057	\$ 34,659	\$ 2,726,512	52.33%	1.29%
Employee Insurance and Benefits	\$ 1,994,298	\$ 11,936,801	\$ 12,102,301	\$ 1,828,798	15.11%	\$ 11,797,100	\$ 11,797,100	\$ (140,000)	\$ 1,688,798	14.32%	-7.66%
Employee Retiree Group Healthcare	\$ 395,534	\$ 1,813,100	\$ 1,823,150	\$ 376,484	20.65%	\$ 1,829,455	\$ 1,829,455	\$ (15,355)	\$ 360,129	19.69%	-4.34%
Internal Service Fund Total:	\$ 5,209,152	\$ 18,806,197	\$ 19,109,213	\$ 4,897,136	25.63%	\$ 18,836,612	\$ 18,836,612	\$ (121,696)	\$ 4,775,439	25.35%	-2.49%
Fiduciary:											
JM Scott Total	\$ 15,858,475	\$ (488,449)	\$ 1,000,463	\$ 14,369,563	1436.29%	\$ 790,443	\$ 790,443	\$ (100,000)	\$ 14,269,563	1805.26%	-0.70%
Fiduciary Fund Total:	\$ 15,858,475	\$ (488,449)	\$ 1,000,463	\$ 14,369,563	1436.29%	\$ 790,443	\$ 790,443	\$ (100,000)	\$ 14,269,563	1805.26%	-0.70%
Total:	\$ 88,629,464	\$ 268,047,447	\$ 242,103,867	\$ 114,573,043	47.32%	\$ 290,134,570	\$ 290,134,570	\$ (38,281,745)	\$ 76,291,298	26.30%	-33.41%

A Budgetary Fund Balance is similar to cash basis except short term payables and receivables are taken into account.
B Net use of fund balance column depicts uses or additions to fund balance reserves.



PUBLIC HEARINGS ITEM NO. 6.B.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Public Hearing on the Program Year 2023 Community Development Block Grant (CDBG) Annual Action Plan, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: None; presentation and public hearing only.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods
Goal 4. Strong Neighborhoods
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4b. Upgraded quality of older housing stock
Objective 4c. Preservation of property/home valuations
Objective 4d. Improved neighborhood infrastructure

BACKGROUND: On May 1, 2023, the City of Bloomington will begin the 49th year of administering the Community Development Block Grant ("CDBG") program that is funded by the U.S. Department of Housing and Urban Development ("HUD"). Established through the Housing and Community Development Act of 1974, the CDBG program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low-to-moderate income persons. CDBG funding must meet one of three national objectives: benefiting low-to-moderate income persons, preventing or eliminating slums or blight, and meeting urgent community needs. For the City, the CDBG program is managed by the Economic and Community Development ("ECD") Department's Community Enhancement Division. Each year the City must develop an Annual Action Plan ("AAP") that outlines the various activities to be performed through the program year. Activities are based on the five-year Consolidated Plan that the City adopted in 2020. Program Year 2023, which runs from May 1, 2023-April 30, 2024, is the fourth year of the 2020-2024 Consolidated Plan.

Expected revenues for this program year come from four sources: the annual CDBG allocation from HUD, program income from housing rehabilitation loans, carry-over funds from previous program years, and remaining funds provided for activities related to the COVID-19 Pandemic. The AAP was published for public comment before the annual CDBG allocation was announced, so the AAP will be edited once the public comment period closes to reflect the official allocation amount instead of the estimate staff used to prepare the AAP. For reference, the annual allocation will be \$568,682 instead of the estimated \$548,291. The additional funds (\$20,391) will be placed towards the Elimination of Slum and Blight Conditions goal before the AAP is submitted to HUD. Revenue sources in the published

AAP for Program Year 2023 are listed below.

- CDBG Entitlement Allocation: \$548,291
- Program Income: \$30,101
- Prior Year Resources: \$109,500
- Remaining CDBG-CV (COVID-19) Allocation: \$29,938.55
- Total Revenue: \$717,830.55

This AAP features community investments in housing rehabilitation, demolition of structures that cannot be rehabilitated, public services, public infrastructure, public facilities, and community planning activities. Spending per annual goal is summarized below.

- Preservation of Existing Affordable Housing Stock: \$296,392
- Elimination of Slum and Blight Conditions: \$100,000
- Support the Provision of Public Service Activities: \$83,000
- Provide Quality Services and Facilities: \$119,500
- Administer CDBG Effectively and Proficiently: \$89,000
- COVID-19 Prevention, Preparation, and Response: \$29,938.55
- Total Expenditures: \$717,830.55

A Request for Proposals ("RFP") for 2023 CDBG Program Year subrecipient funding was released on 01/04/2023 and remained open until 02/15/2023. Applications for public services (including housing, community planning, and administrative functions) and public facilities and infrastructure were submitted using Neighborly software, which facilitates the application and electronic recordkeeping for many of the Community Enhancement Division's grants. Ten applications for public service funding, requesting \$221,798.68, were received. Six applications for public facility and infrastructure improvement funding, requesting \$297,272.00, were received as well. The sixteen applications were scored by City staff based on a standardized scoring rubric, which was made available with the RFP. Funding decisions were made based on the application score, community needs, the 2020-2024 Consolidated Plan, past performance as a subrecipient, funding limitations, and applicable federal regulations. Based on this process and the evaluation by staff for other needs outlined in the 2020-2024 Consolidated Plan, the following activities are being presented in the draft 2023 AAP for citizen and City Council comment.

- Goal: Preservation of Existing Affordable Housing Stock (\$296,392)
 - Homeowner Housing Assistance=\$265,342
 - Housing Rehabilitation Service Delivery=\$31,050
- Goal: Elimination of Slum and Blight Conditions (\$100,000)
 - Residential Housing Demolition=\$100,000
- Goal: Support the Provision of Public Service Activities (\$83,000)
 - OSF Health Care System-Peace Meal Program=\$5,000
 - Partners for Community-Recycling Furniture for Families Program=\$5,000
 - KTB Financial Services, Inc.-Financial Services=\$16,500
 - PATH-Homeless Services=\$21,500
 - PATH-Emergency Services=\$15,000
 - West Bloomington Revitalization Project-Community Operations=\$20,000
- Goal: Provide Quality Services and Facilities (\$119,500)
 - City of Bloomington Public Works Department-West Corridor Sidewalk Improvement=\$90,000
 - Mid Central Community Action-ADA and Facility Improvements=\$29,500
- Goal: Administer CDBG Effectively and Proficiently (\$89,000)

- General Program Administration=\$28,000
- Prairie State Legal Services-Fair Housing Program=\$15,000
- Housing Authority of the City of Bloomington-Section 3 Training=\$10,000
- McLean County Regional Planning Commission-Housing and Community Planning=\$36,000
- Goal: COVID-19 Prevention, Preparation, and Response (\$29,938.55)
 - City of Bloomington Parks and Recreation Department-Empire Junction Park Improvements=\$29,938.55

The 2023 AAP again is using more resources than allocated and received through program income to spend down carry-over funds from previous program years. Due to the impact of the COVID-19 Pandemic, carry-over funding has exceeded nominal levels and staff is working to return carry-over funds to nominal levels. Historically, the City has retained carry-over funds to cover CDBG program expenditures that are incurred before the annual allocation is released by HUD. This can make CDBG activity planning and execution very challenging. Typically, new program year funds are not received by the City until September.

This draft 2023 AAP has been available for public review and comment since 02/27/2023. The public comment period will close on 03/28/2023. The draft 2023 AAP is available on the City's website (bloomingtonil.gov), at the HUB (115 East Washington Street, Suite 103), the ECD Department office (115 East Washington Street, Suite 201), and at the Bloomington Public Library. A limited number of printed copies will be made available upon request.

This public hearing on the AAP is being held to allow public and City Council comment with formal action and approval set for the meeting on 04/10/2023.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Throughout development of the 2020-2024 Consolidated Plan, City staff, in partnership with the Town of Normal and McLean County Regional Planning Commission ("MCRPC"), completed a robust outreach campaign. Data was collected using a variety of methods including a Citizen Survey, Stakeholder Survey, key informant interviews, focus groups, and public meetings. Once the outreach process concluded, MCRPC performed an in-depth analysis of the data collected from which the City created funding priority areas for the 2020-2024 Consolidated Plan.

The draft CDBG 2023 Annual Action Plan was developed based on the goals and funding priorities held within the 2020-2024 Consolidated Plan. A public notice was published in *The Pantagraph* on February 27, 2023, providing formal notice of this public hearing and availability of the plan for review starting on February 27, 2023. The notice was also published in the PATH-O-GRAM and the City's website and social media. Additionally, the notice was provided to community stakeholder groups. Written comments will be accepted outside of the public hearing until March 28, 2023.

FINANCIAL IMPACT: Delay or lack of approval of the Program Year 2023 CDBG Annual Action Plan will result in the loss of \$568,682 in federal grant funding used for programs benefitting low-to-moderate income households within the City. The CDBG program is entirely grant funded. A Fiscal Year 2024 budget amendment will be submitted to Council for review after the Annual Action Plan has been approved by the U.S. Department of Housing and Urban Development.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Goal N-1.2 (Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration Area), Objective A (City should continue to use CDBG grants to support partner organizations such as the West Bloomington Revitalization Project to have a collective impact on revitalization); Goal H-1.2 (Ensure an adequate supply of affordable housing for low to moderate income households), Objective H-1.2b (Work with community partners like Habitat for Humanity, MCCA and Bloomington Housing Authority to have a collective impact on affordable housing issues); Goal H-1.3 (Create a life-long community by fostering housing stock that meets the needs of residents of all ages and abilities), Objective H-1.3e (Ensure neighborhoods are walkable and have access to alternative modes of transportation and other amenities to make them attractive to aging populations); Goal H-2.3 (Rehabilitate housing in the designated Regeneration Area), Objective H-2.3b (Develop and maintain programs that identify substandard housing and provide a wide spectrum of options to correct housing code violations), Objective H-2.3h (Carefully evaluate the rehabilitation potential of vacant/abandoned homes before demolition); Goal HL-1.2 (Protect, enhance and maintain parks and green space equitably throughout the City), Objective HL-1.2b (Update older equipment in various City parks as identified in the City's Parks Plan); Goal CWB-1 (End chronic homelessness and reduce the severity of situational homelessness), Objective A (The City of Bloomington should actively partner with groups such as McLean County Continuum of Care and Human Service Council to address factors contributing to homelessness); Goal TAQ-1.4 (Pedestrian safety for users of all transportation facilities), Objective TAQ-1.4b (Provide a sidewalk system that provides safe routes to schools), Objective TAQ-1.4c (Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers).

Respectfully submitted for consideration.

Prepared by: William Bessler, Grant Coordinator

ATTACHMENTS:

[E&CD 8B Draft CDBG Program Year 2023 Annual Action Plan](#)

Executive Summary

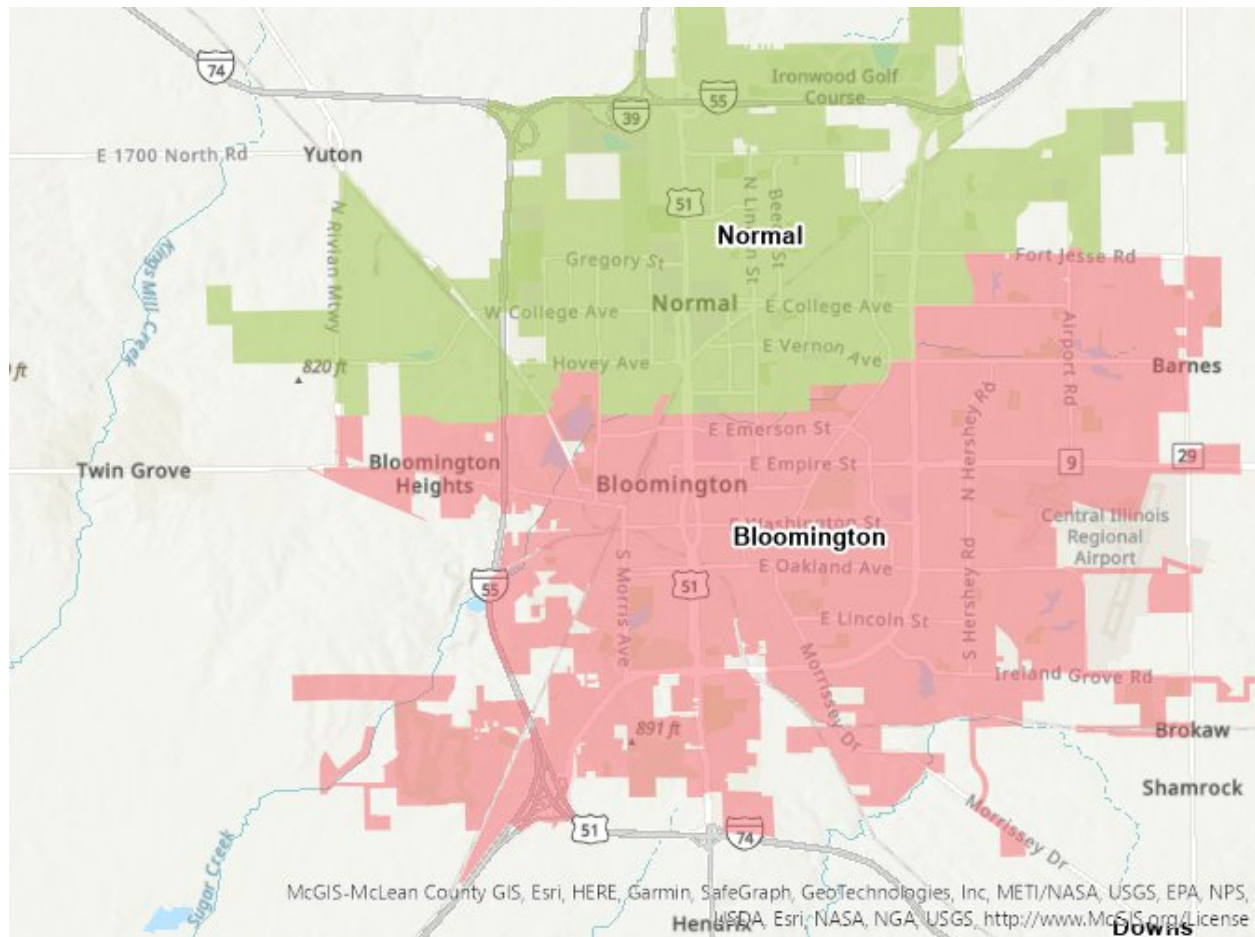
AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

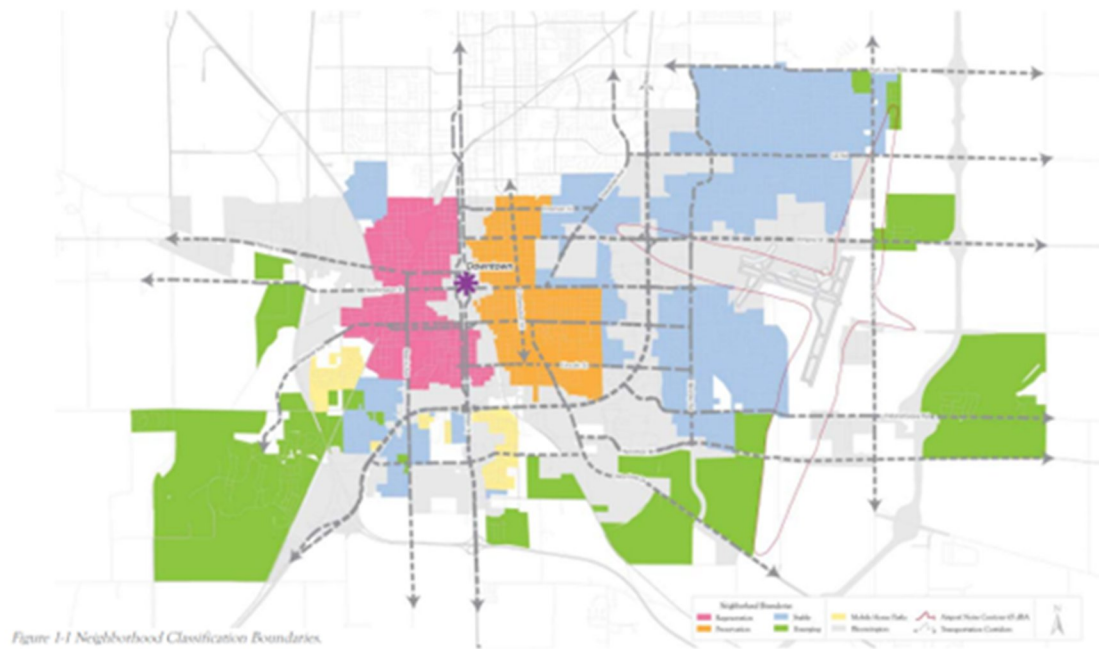
The City of Bloomington is the entity responsible for implementing the 2020-2024 Consolidated Plan, adopted by the Bloomington City Council on June 8, 2020. The Economic and Community Development department is responsible for managing the City's housing and community development efforts supported with Community Development Block Grant (CDBG) funds. Program Year 2022 will run from May 1, 2023-April 30, 2024 and be the 49th year the City has implemented the CDBG program.

Geographically, the City of Bloomington encompasses 27.22 square miles of land area within McLean County, the largest county in Illinois. Data from the 2020 Decennial Census places Bloomington's population at 78,680 or 46.02% of the total population of McLean County. According to the 2021 American Community Survey 1-Year Estimate information, Bloomington has a poverty rate of 13.6%, which is 1.5% higher than the state poverty rate. It is served by 3 interstates, 2 major freight railroads, Amtrak, and the Central Illinois Regional Airport. The majority of the County's social services are located in Bloomington, primarily in or near the downtown area. Bloomington is divided into three zip codes (61701, 61704, and 61705). The 2022 Community Health Needs Assessment (CHNA) has identified 61701 as the zip code in McLean County with the greatest socioeconomic needs. The CHNA scored zip codes in McLean County on a five point scale based on six factors: poverty, education, unemployment, occupation, income, and language. While zip code 61701 scored the highest, zip codes 61704 and 61705 were among the lowest in the county on this metric. Additional analysis within the CHNA showed that zip code 61701 showed high health equity needs with several housing problems cited (i.e., overcrowding, high housing costs, lack of appropriate facilities).

The City's Comprehensive Plan divides the City into four broad areas: Regeneration Area, Preservation Area, Stable Area, and Emerging Area. The programs outlined in this Annual Action Plan will occur primarily in the Regeneration and Preservation Areas, both of which are identified as priority target areas in the 2020-2024 Consolidated Plan. The Comprehensive Plan classifies the Regeneration Areas as an area in need of immediate resources. This area is home to the City's oldest housing stock and has a higher percentage of rental units than owner-occupied housing. Improving the infrastructure in this area is a priority for the City and our community. Although the Preservation Area is considered more slightly more stable than the Regeneration Area, additional resources are necessary to maintain its stability. Both areas are located within the 61701 zip code area.



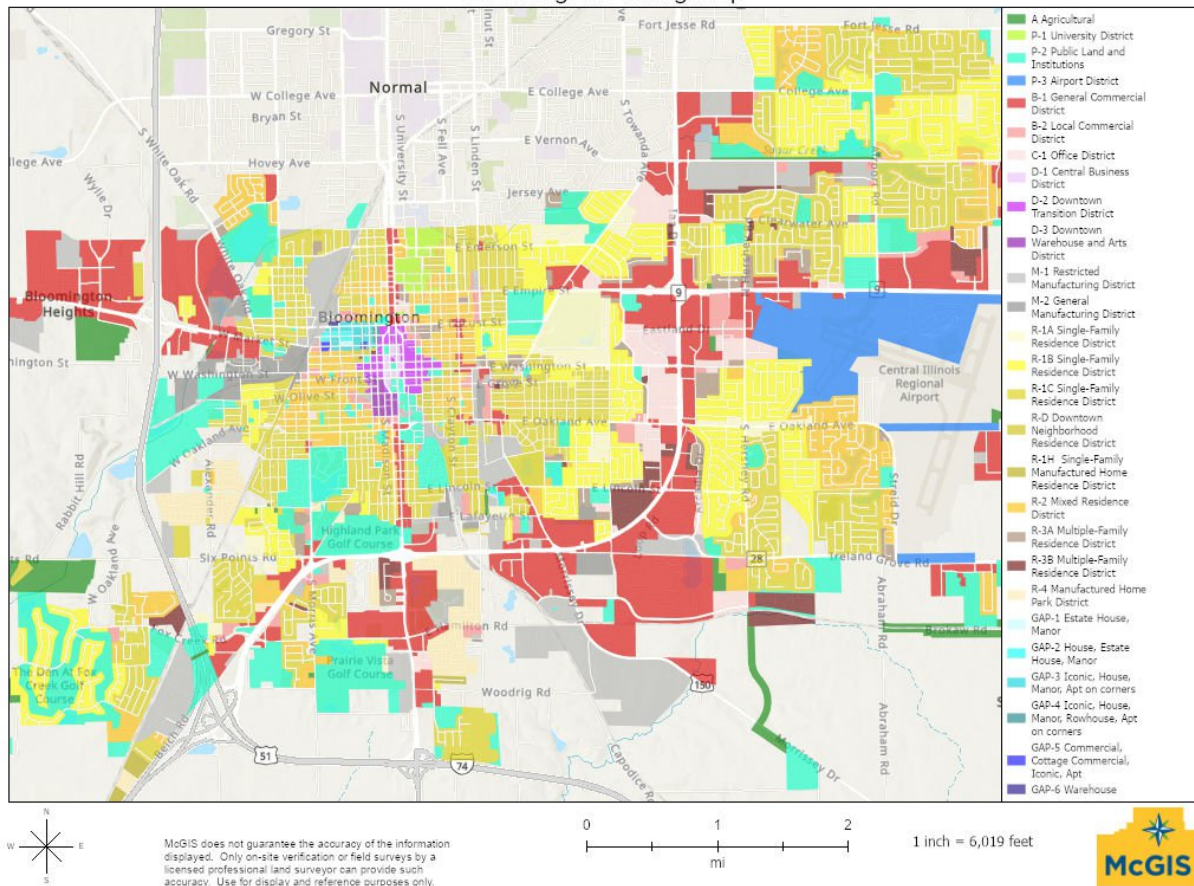
City of Bloomington Corporate Limits Map



City of Bloomington Comprehensive Plan Map

2/23/2023

Bloomington Zoning Map



Bloomington Zoning Map

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Please refer to Section AP-20 Annual Action Plan Goals and Objectives for an overview of the goals and objectives to be met during the 2023 Program Year.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City selects projects and activities based on needs identified in the current Consolidated Plan. The City, like other organizations across the nation, are continuing to deal with the externalities of the

COVID-19 Pandemic. Additional challenges have surfaced from the higher than nominal inflation rate. This challenge has impacted the CDBG program across all projects in some manner. The core programs of the CDBG program during the 2020-2024 Consolidated Plan include homeowner housing rehabilitation, demolition and clearance, public facilities and infrastructure improvements, and public services.

CDBG funds are made available to homeowners to perform critical home repairs and home modifications for accessibility improvements. In addition to CDBG, the City leveraged Illinois Housing Development Authority (IHDA) rehabilitation funds through the Single Family Rehabilitation (SFR) program. For Program Year 2023, the City will use newly awarded IHDA funds for their new housing rehabilitation program, the Home Repair and Accessibility Program (HRAP), that will replace the SFR program. These programs address the community's need to preserve the affordable housing stock. In total, the City supports approximately 15-20 housing rehabilitation projects a year.

Demolition and clearance of vacant/abandoned homes is another way the City addresses affordable housing. Once a buildable lot is cleared, the City attempts to donate the property to Habitat for Humanity for construction of new affordable housing. If the property has never been connected to City water and sewer services, those connections are made prior to donating the property. When a property is not deemed buildable due to size or location, the City maintains the property until it can be donated or sold.

In the past, public infrastructure improvements have included streets, sidewalks, sewers, and parks. During the outreach process for the 2020-2024 Consolidated Plan, the community strongly emphasized that sidewalks and parks should be the primary focus areas for CDBG. In recent years, CDBG funding has been utilized to build a new park in the Woodbury subdivision and make significant improvements to Evergreen Park. Sidewalk improvements have been made in the Dimmitt's Grove neighborhood and in West Bloomington along the W. Market corridor. Moving forward, the partnership with the City's Public Works Department will continue and public infrastructure projects that enhance multi-modal transportation options with sidewalk, park, and street improvements will be a focus.

The City of Bloomington is committed to affirmatively furthering fair housing. Through the CDBG funding provided to Prairie State Legal Services (PSLS) for their fair housing program, the City is activity funding efforts to eliminate and deter unfair housing practices. The program through PSLS provides critical legal services for community members that believe they have experienced housing discrimination. Additionally, PSLS staff provide fair housing education and outreach services on the matter. An analysis of fair housing impediments was included in the 2020-2024 Consolidated Plan public outreach and planning process through the work of program partner Prairie State Legal Services. Additionally, fair housing information and research was included in the BN Home-Regional Housing Study published in October 2017. Fair housing information is also provided to CDBG housing rehabilitation participants.

CDBG regulations require public service activities be capped at 15% of the annual allocation. The City typically funds 5-6 public services project a year at the maximum allowed funding level. Long-standing

public service partners include Providing Access To Help (PATH), Recycling Furniture for Families, OSF Peace Meals, and the West Bloomington Revitalization Project.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The public comment period for this Annual Action Plan will occur from 02/27/2023-03/28/2023. During the public comment period, the draft Annual Action Plan will be made available at the Bloomington Public Library, the City's HUB location (115 East Washington Street), the Economic and Community Development Department office (115 East Washington Street, Suite 201), and on the City's website. A public hearing will be held on 03/27/2023 during the regularly scheduled City Council meeting. Community members will have an opportunity to provide public comment during that hearing. Notice of the public hearing and public comment period was published in the Pantagraph new paper, which has a daily circulation, on 02/27/2023. Additionally, the public hearing and public comment period notice was announced in the PATH-O-GRAM subscription and sent to various community organizations to solicit public comment. The City also published the public comment period and public hearing notice on applicable City social media channels.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role		Name	Department/Agency
CDBG Administrator		BLOOMINGTON	Economic and Community Development Department

Table 1 – Responsible Agencies

Narrative (optional)

The City of Bloomington's Economic and Community Development Department—Community Enhancement Division is the lead entity responsible for implementing the 2020-2024 Consolidated Plan. Staff from this division that work on CDBG activities include the Community Enhancement Division Manager, Grants Coordinator, Grant Specialist, and Rehabilitation Specialist.

In an effort to look at housing and community development issues on a more regional level, the City partnered with the Town of Normal (Town) and McLean County Regional Planning Commission (MCRPC) in the development of the 2020-2024 Consolidated Plan. MCRPC served as the lead agency for the consolidated plan process, providing a wealth of knowledge during the community engagement and data analysis processes. The projects and activities supported through this Annual Action Plan were selected based on the goals and priority areas established during the consolidated planning process.

Consolidated Plan Public Contact Information

Primary Contact

Michael Sinnet

Community Enhancement Division Manager

Annual Action Plan-DRAFT
2023

7

Economic and Community Development Department

msinnet@cityblm.org

(309) 434-2450

Secondary Contact

William Bessler, M.B.A.

Community Enhancement Division Grants Coordinator

Economic and Community Development Department

wbessler@cityblm.org

(309) 434-2343

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The Regional Housing Staff Advisory Committee served as the advisory body for the 2020-2024 Consolidated Plan. Members of this committee represent the City of Bloomington, Town of Normal, McLean County Regional Planning Commission, PATH (Continuum of Care), Bloomington Housing Authority, and the McLean County Behavioral Health Coordinating Council. This joint planning effort resulted in a robust outreach campaign that included citizens and stakeholders. Citizens were asked to participate by submitting a survey and attending a public meeting. Stakeholders were consulted via a written survey and several focus groups. Key informant interviews were also conducted. Consolidated Plan goals and priority needs were identified based on the results of the consultation efforts. The projects and activities identified in this 2023 Annual Action Plan were selected based on these goals and priority areas.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

Staff from the Community Enhancement Division participate in a variety of committees related to housing and other social service issues. CDBG funding from the City of Bloomington and the Town of Normal support community planning activities with the McLean County Regional Planning Commission.

As part of its COVID-19 Pandemic response efforts, the City actively participates in the McLean County Housing Assistance Coalition. The coalition brings together housing and service providers, local government staff, and other organizations to coordinate rent/mortgage and utility assistance for those affected by the pandemic. To date, service providers of the coalition have provided millions in assistance since the start of the COVID-19 Pandemic.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

PATH also assists the City with consolidated planning efforts. As the HMIS lead, PATH is able to provide data regarding the nature and scope of homelessness in the geographic area. The City works with other homeless service providers who receive a variety of governmental grants and private funding. Specifically, the CDBG program provides funding to PATH and the Partners for Community Recycling Furniture for Families (RF4F) program to support services for individuals experiencing homelessness or at-risk of becoming homeless. The CoC outreach team regularly visits locations unfit for human habitation known to be frequented by persons experiencing homelessness. Through these efforts, the

team is able to better track homeless individuals, initiate relationships, assess needs, and help clients navigate local resources.

The first place most people go after leaving street living is emergency shelter. Shelters offer food, showers, clothing, and case management. The Salvation Army-Safe Harbor provides shelter for adult women and men. Home Sweet Home Ministries is the only family shelter in the county and will take individual men, women, and families with dependent children. The Crisis Nursery, a Children's Home and Aid program, provides emergency shelter to children from birth through six years of age. Project Oz specializes in assisting youth experiencing homelessness and provides immediate shelter to youth ages 10-22.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The Emergency Services Grant (ESG) office charges the CoC with setting priorities for funding and to provide planning guidance to the regional ESG applicants. The CoC consults with ESG recipients to ensure that all applications are in alignment with funding requirements. ESG recipients submit the application to the CoC for approval. The CoC evaluates the merit of each proposal based on a preference for rapid re-housing, past performance, and relevance to the overall goals of the CoC strategic plan. Under performing organizations do not receive recommendation from the CoC for funding.

Once funding is successfully achieved, the recipients' performance is supervised through the project monitoring process, which includes an evaluation of progress towards goals, programmatic compliance, and financial review. If a compliance issue is discovered during monitoring, the CoC Board will discuss the issue with the recipient. A plan for corrective action is put in place and reviewed frequently to ensure progress towards compliance.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	PATH (Personal Assistance Telephone)
	Agency/Group/Organization Type	Services-homeless Neighborhood Organization
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	PATH provided extensive consultation on needs of the homeless population during the 2020-2024 Consolidated Plan. The City and PATH continue to share information and work together regarding the issues facing homeless community members. As the HMIS lead, PATH staff frequently review data to identify gaps in services. The City will continue to maintain a strong relationship with PATH to ensure the needs of homeless community members receive what assistance is currently possible and investigate strategies for obtaining additional resources to fully address homelessness.
2	Agency/Group/Organization	BLOOMINGTON HOUSING AUTHORITY
	Agency/Group/Organization Type	Housing PHA Services - Housing Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The City and the Housing Authority of the City of Bloomington participate in the McLean County Regional Housing Advisory Committee and other regional housing efforts. One of the primary focus areas of the McLean County Regional Housing Advisory Committee is to preserve the current affordable housing stock-including publicly supported housing.
3	Agency/Group/Organization	City of Bloomington - Parks and Public Works Departments
	Agency/Group/Organization Type	Other government - Local Grantee Department
	What section of the Plan was addressed by Consultation?	Non-housing Community Development
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Economic and Community Development Department staff, particularly Community Enhancement Division staff, worked with the Parks and Recreation Department and the Public Works Department to discuss improvements to our infrastructure. This consultation work has continued throughout the Consolidated Plan period and was done during the development of this Annual Action Plan as well.
4	Agency/Group/Organization	McLean County Regional Planning Commission
	Agency/Group/Organization Type	Other government - County Regional organization Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Market Analysis

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The McLean County Regional Planning Commission (MCRPC) was the lead organizer for the City's award-winning 2015-2035 Comprehensive Plan. MCRPC also served as the lead organization for the 2017 Regional Housing Study and development the 2020-2024 Consolidated Plan. All sources were utilized during development of this Annual Action Plan.
5	Agency/Group/Organization	Bloomington-Normal Water Reclamation District
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Public Infrastructure
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Preliminary discussions with the Bloomington-Normal Water Reclamation District to discuss potential public infrastructure projects and how these projects would impact the metropolitan area's resiliency given the impact of Climate Change.

Identify any Agency Types not consulted and provide rationale for not consulting

No agency types were purposefully removed from the consultation process during development of this plan. Additionally, City staff within the Community Enhancement Division have discussed theoretical ways CDBG funding can improve the community's resiliency to threats like Climate Change and public health emergencies. Additionally, the Community Enhancement Division has initially discussed with the City's Parks and Recreation and Public Works Departments future environmental justice planning and goals related to CDBG funding. Robust conversations on these issues will continue.

Broadband internet access has also been discussed internally within the City. How CDBG funds could help expand broadband access for low-to-moderate income residents is an issue still being worked.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	PATH	The Continuum of Care works to support homeless individuals achieve self-sufficiency. These goals align with the 2020-2024 Consolidated Plan.
BN Home Regional Housing Study	McLean County Regional Planning Commission	The BN Home Regional Housing Study addresses the preservation and development of affordable housing, a priority need identified in the 2020-2024 Consolidated Plan.
City of Bloomington Comprehensive Plan	City of Bloomington	The Comprehensive Plan focuses on housing, economic development, land use, transportation, health, community facilities, services, and other related topics. The Comprehensive Plan goals align closely with the 2020-2024 Consolidated Plan.
Five Year PHA Plan	Housing Authority of the City of Bloomington	The 5-Year PHA Plan outlines the needs and priorities of the Housing Authority of the City of Bloomington. Addressing affordable housing is a priority goal of the 2020-2024 Consolidated Plan.
Regional Housing Market Analysis	Bloomington-Normal Economic Development Council	The Bloomington-Normal Economic Development Council released a report in April 2022 on the overall status of the Bloomington-Normal housing market. While this analysis was not specifically for affordable housing, the study did highlight an overall shortage of approximately 4,300 housing units with population growth estimates.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

The consultation process undertaken during creation of the 2020-2024 Consolidated Plan was robust and provided residents and stakeholders opportunities to participate in multiple ways. Undertaking consultation through a regional approach offered many more opportunities to engage the community than the City staff could have managed internally. The consultation resulted in the goals and priority areas used to select activities supported through this Annual Action Plan.

Additional steps will be taken as the City prepares for the next Consolidated Plan to build strong and resilient partnerships with a variety of community organizations to better serve the community--especially under resourced community members.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City of Bloomington adopted a new Citizen Participation Plan (CPP) in November 2018 and that plan was amended in 2020.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Public Meeting	Minorities Non-English Speaking - Specify other language: Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing				
2	Newspaper Ad	Non-targeted/broad community				
3	Internet Outreach	Social Service Agencies				

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City will use Program Year 2023 CDBG entitlement funding, program income from previous housing rehabilitation activities, and un-used prior program year CDBG entitlement resources.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	548,291	30,101	109,500	687,892	551,480	Program income from housing rehabilitation loans is estimated using data from previous program years. Prior year resources will come from unexpended CDBG entitlement funds from previous program years.

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
Other	public - federal	Economic Development Public Improvements Public Services	29,938	0	0	29,938	0	Remaining CDBG-CV funds will be used for park improvements in response to the COVID-19 Pandemic.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City will continue to leverage CDBG funding for housing rehabilitation to expand our footprint using Illinois Housing Development Authority (IHDA) funds. The source of that funding is IHDA's new Home Repair and Accessibility Program (HRAP), which provides up to \$45,000 per unit for housing rehabilitation work (hard and soft costs). We anticipate completing 3-6 rehabilitation projects through this program in Program Year 2023.

The City utilizes its CDBG public service dollars to support the Homeless Services program at Providing Access to Help (PATH). PATH utilizes these funds to meet the local match requirements of the Continuum of Care program. CDBG funds cover a portion of the salary and benefits for Homeless Services program staff.

Some CDBG housing rehabilitation funds will be used as match for the City's Lead Hazard Control program as well.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Typically, the City owns several properties slated for demolition. If cleared with CDBG funds and the parcel is buildable, the property is donated to Habitat for Humanity McLean County, or another non-profit organization, for in-fill development of affordable housing. When these properties do not meet the criteria for demolition, the property is donated to a local not-for-profit organization such as YouthBuild or Dreams Are Possible for rehabilitation and resale to an income-qualified household. The non-profit also has the option of renting to an income-qualified household.

Discussion

As with most communities, needs are always greater than available funding. The City will continue to collaborate with other local agencies to leverage funding in an attempt to address some of the most critical needs of the community. We will focus on programs and services that enhance the quality of life for low-to-moderate income residents. We will also continue to seek non-CDBG funding to meet the priority needs, as capacity allows.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Preservation of existing affordable housing stock.
	Goal Description	The City will undertake several programs designed to preserve the existing affordable housing stock throughout the 2023 Annual Action Plan. The City has several programs that will be offered to community members. Typically, traditional housing rehabilitation work will be financed through 0% interest, deferred payment loans. Loans are usually capped at \$30,000 and include hard costs only. Lead-based paint hazard mitigation or abatement will be covered by grants. Other soft costs will be mostly covered under rehabilitation service delivery. CDBG funds will also help complete rehabilitation work on some properties that are a part of the HUD Lead Hazard Control grant. This will be financed through grants to the homeowner. The City will also continue to its partnership with AMBUCS to build accessibility ramps during the 2023 Program Year. Water and sewer service costs will also be covered for lots that Habitat for Humanity owns and is building affordable housing units for low-to-moderate income households. Most of the work will take place in West Bloomington, but all eligible City residents can participate in these activities.

2	Goal Name	Elimination of slum and blight conditions.
	Goal Description	Demolition and clearance activities will be limited to residential properties. Rehabilitation is always considered before demolition, but most of the properties the City encounters are beyond the point where they can be rehabilitated. The City attempts to use vacant lots from demolition activities to create opportunities for affordable housing construction through Habitat for Humanity. Properties that do not meet Habitat's criteria may be offered to adjacent property owners or donated to local not-for-profits for use consistent with CDBG national objectives. CDBG funds will be leveraged with other state resources for abandoned properties.
3	Goal Name	Support the provision of public service activities
	Goal Description	The City will support local non-profit organizations dedicated to providing services to low-to-moderate income residents and other special populations through the 2023 Program Year. Program partners for Program Year 2023 include PATH, Inc., West Bloomington Revitalization Project (WBRP), KTB Financial Services, Inc., Partners for Community, and the OSF Healthcare System.
4	Goal Name	Provide quality services and facilities.
	Goal Description	The City will address the provision of quality City services and public facilities through sidewalk replacement work in West Bloomington and public facility upgrades at Mid-Central Community Action (MCCA).
5	Goal Name	Administer CDBG effectively and proficiently.
	Goal Description	The City strives to improve the implementation and effectiveness of CDBG funded activities throughout the 2023 Program Year. Through the Administration and Planning goal, the City will support fair housing initiatives, Section 3 opportunities, regional housing planning efforts, and general administration of the CDBG program.
6	Goal Name	COVID-19 Prevention, Preparation, and Response
	Goal Description	CDBG-CV funds are to prevent, prepare, and respond to the COVID-19 Pandemic. Within this Annual Action Plan, the remaining CDBG-CV funds allocated to the City will be used to make improvements to the Empire Junction Park to help residents prevent the spread of COVID-19 through the improvement of outdoor recreation space.

Projects

AP-35 Projects – 91.220(d)

Introduction

Activities were selected based on the relationship to the high priority funding areas identified in the 2020-2024 Consolidated Plan.

Projects

#	Project Name
1	Homeowner Housing Assistance
2	Rehabilitation Service Delivery
3	Residential Demolition
4	Public Services
5	Sidewalk Improvements
6	Non-Profit Building Improvements
7	CDBG General Administration
8	CDBG Administrative Programs
9	CDBG Planning
10	Park Improvement

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The City selected these projects based on the needs and goals identified during the 2020-2024 Consolidated Plan process. These projects will support the needs of low-to-moderate income residents of the City and provide funding to address residents with unserved needs. The COVID-19 Pandemic and continued supply-chain related challenges hampered progress towards addressing underserved needs in the community in previous program years, but the City worked to overcome these challenges as much as possible. Additional challenges related to inflation will continue to be a challenge City staff works to overcome.

AP-38 Project Summary
Project Summary Information

1	Project Name	Homeowner Housing Assistance
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Preservation of existing affordable housing stock.
	Needs Addressed	Accessibility Improvements Affordable Housing Preservation
	Funding	\$265,341.75
	Description	Activities completed under this project will include moderate rehabilitation, accessibility improvements and facade improvements at owner-occupied housing units. Owners will meet income qualifications.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Housing rehabilitation activities will be performed at housing units owned and/or occupied by income-qualified residents. Due to the increase in rehabilitation costs, the City anticipates completing 10-12 housing rehabilitation activities during the program year with CDBG funds.
	Location Description	The homeowner rehabilitation program is open to all income-qualified residents in the City. Homeowner applications are accepted on a rolling cycle. There is a waiting list at this time. All locations are to be determined.
2	Planned Activities	Housing rehabilitation requests vary depending on the specific needs. Work performed under this project can include roof, siding, door and window replacement; new soffit, fascia and gutters; new HVAC plumbing and electrical; and emergency water and sewer line replacement. Grants typically finance assistance for Lead Hazard Control grant match housing rehabilitation and AMBUCS rehabilitation activities. General rehabilitation assistance activities are financed through zero percent interest, deferred payment loans or grants depending on the needs of the project.
	Project Name	Rehabilitation Service Delivery
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Preservation of existing affordable housing stock.

	Needs Addressed	Accessibility Improvements Affordable Housing Preservation
	Funding	\$31,050.00
	Description	This project will cover expenses related to the delivery of all rehabilitation programs performed under this Annual Action Plan. Expenses may include but not be limited to: staff expenses, training, postage, office supplies, advertising, printing, and environmental testing and clearance.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	This project supports other projects/activities under the Preservation of Affordable Housing goal. Numbers will be reported on associated activities.
	Location Description	Locations identified under other projects.
	Planned Activities	No activities outside of Rehabilitation Service Delivery will occur under this project.
3	Project Name	Residential Demolition
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Elimination of slum and blight conditions.
	Needs Addressed	Affordable Housing Preservation
	Funding	\$100,000.00
	Description	The City will address the elimination of slum and blight conditions throughout this Annual Action Plan. Demolition and clearance activities will be limited to residential properties. Rehabilitation is always considered before demolition, but most of the properties the City encounters are beyond the point where they can be rehabilitated. The City attempts to use vacant lots from demolition activities to create opportunities for affordable housing construction through Habitat for Humanity. Properties that do not meet Habitat's criteria may be offered to adjacent property owners or donated to local not-for-profits for green space.
	Target Date	4/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	The estimated demolition activities will result in new housing construction through the City's partnership with Habitat for Humanity. Habitat's homeowner program is limited to households at or below 50% Area Median Income. The City anticipates demolition activities under this project allow Habitat for Humanity to replace 3 new units of affordable housing.
	Location Description	To be determined.
	Planned Activities	Demolition and clearance activities at three vacant/abandoned properties. Each property will be connected to City water and sewer services as necessary with homeowner housing assistance project funds.
4	Project Name	Public Services
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Support the provision of public service activities
	Needs Addressed	Homeless Services Senior Services Youth Services
	Funding	\$83,000.00
	Description	The City will support local non-profit organizations dedicated to providing services to low-to-moderate income residents and other special populations through the 2022 Program Year.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	More than 1400 households will benefit from the services provided through this project.

	Location Description	Most of the services will occur at the individual agencies. However, some services, such as Homeless Services, are provided on location. Agency locations are below: 201 E. Grove St., Bloomington (PATH, Inc.) 515 N. Center St., Bloomington (Partners for Community) 724 W. Washington St., Bloomington (WBRP) 1003 Maple Hill Rd, Bloomington (OSF Peace Meals Bloomington Kitchen) 1301 W. Washington St., Bloomington (KTB Financial Services, Inc.)
	Planned Activities	Homeless services will be supported through grants to PATH's Homeless Services and Emergency Services programs and the Recycling Furniture for Families program provided by Partners for Community. OSF Peace Meals services in-home delivered, congregate meals, and case management for seniors. WBRP provides a wide variety of services for West Bloomington residents, including The Tool Library, Bike Co-op, Veggie Oasis, community workshops and community gardens. KTB Financial assists low-to-moderate income households with services geared towards financial security and self-sufficiency, which also helps prevent homelessness.
5	Project Name	Sidewalk Improvements
	Target Area	WBRP Service Area
	Goals Supported	Provide quality services and facilities.
	Needs Addressed	Sidewalk Improvements
	Funding	\$90,000.00
	Description	This project will support sidewalk improvements in the WBRP service area.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	The sidewalks in this area connect area residents to jobs and services throughout the Bloomington-Normal community. Many public transportation routes stop along this area.
	Location Description	Construction would occur primarily along West Front Street, in the 500, 600, and 700 blocks, but will also occur along North Mason and North Oak streets between Front and Washington streets.

	Planned Activities	This project will have an activity to support a West Corridors sidewalk replacement primarily located on West Front Street and North Mason Street.
6	Project Name	Non-Profit Building Improvements
	Target Area	LMA Preservation Area WBRP Service Area
	Goals Supported	Provide quality services and facilities.
	Needs Addressed	Accessibility Improvements
	Funding	\$29,500.00
	Description	This project will support ADA improvements and facility improvements at the Mid-Central Community Action Agency (MCCA) facility.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately 286 community members will be served through this project.
	Location Description	The activity associated with this project will take place at 1301 West Washington Street.
	Planned Activities	This project will support ADA updates and public facility improvements to the MCCA facility.
7	Project Name	CDBG General Administration
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Administer CDBG effectively and proficiently.
	Needs Addressed	Homeless Services Housing Discrimination Services Senior Services Youth Services Accessibility Improvements Affordable Housing Preservation Parks and Community/Recreation Centers Sidewalk Improvements
	Funding	\$28,000.00

	Description	This project will support general administration of the CDBG program throughout this Annual Action Plan. Expenses may include but not be limited to: staff expenses, training, postage, office supplies, grants management software, advertising and postage.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Program beneficiaries will be reported under other projects.
	Location Description	Administrative activities will occur within the Economic and Community Development Department, located at 115 E. Washington St., Bloomington, IL 61701.
	Planned Activities	CDBG grant administration will be the only activity under this project.
8	Project Name	CDBG Administrative Programs
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Administer CDBG effectively and proficiently.
	Needs Addressed	Job Training and Workforce Development Housing Discrimination Services
	Funding	\$25,000.00
	Description	This project will support programs addressing administrative requirements of the CDBG program such as fair housing and Section 3 training.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	Approximately, 22 community members will be served with fair housing and Section 3 activities in this project.
	Location Description	Fair housing services will be offered through Prairie State Legal Services' Bloomington office at 201 W. Olive St. Section 3 training opportunities for public housing residents will be provided at locations that will be determined at a future date.

	Planned Activities	The City will partner with the Bloomington Housing Authority to offer a series of job- and life-skills training opportunities and a job fair for public housing and Housing Choice Voucher Program participants. Prairie State Legal Services will be the lead agency on a fair housing program, which will include a housing discrimination testing program.
9	Project Name	CDBG Planning
	Target Area	LMA Preservation Area WBRP Service Area LMA Regeneration Area - Outside WBRP
	Goals Supported	Preservation of existing affordable housing stock. Administer CDBG effectively and proficiently.
	Needs Addressed	Affordable Housing Preservation
	Funding	\$36,000.00
	Description	This project will support planning for regional housing initiatives and other projects supported through this Annual Action Plan.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	McLean County Regional Planning Commission, 115 E. Washington St, Bloomington, IL.
	Planned Activities	McLean County Regional Planning Commission (MCRPC) will serve as the lead agency for the Regional Housing Staff Advisory Committee. MCRPC will coordinate the Affordable and Supportive Housing Committee; serve as the hub for regional housing data through the Housing Dashboard; educate policymakers, stakeholders and the general public on affordable housing issues through a series of whitepapers; assist with Consolidated Plan implementation; and support City staff with housing initiatives, as request.
10	Project Name	Park Improvement
	Target Area	LMA Preservation Area
	Goals Supported	Provide quality services and facilities. COVID-19 Prevention, Preparation, and Response
	Needs Addressed	COVID-19 Response/CDBG-CV

	Funding	\$29,938.55
	Description	This project will support park improvements at Empire Junction Park using remaining CDBG-CV funds. The improvement will help the City respond to the continuing impact of the COVID-19 Pandemic.
	Target Date	4/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	An estimated 605 community members will be served through this project.
	Location Description	Empire Junction Park is located at 713.5 East Empire Street, Bloomington, IL 61701.
	Planned Activities	The activity will include the addition of park equipment for increased recreation opportunities within the park.

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

West Bloomington has a higher concentration of low-income and minority households than many other areas within the City. Infrastructure is aging and in need of replacement.

Geographic Distribution

Target Area	Percentage of Funds
LMA Preservation Area	10
WBRP Service Area	60
LMA Regeneration Area - Outside WBRP	30

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

During the outreach process conducted for the development of the 2020-2024 Consolidated Plan, West Bloomington was identified as the area most in need of revitalization. The WBRP Service Area encompasses a smaller target area formerly identified as the City's designated slum/blight area.

Discussion

The distribution of funds between the WBRP Service Area and LMA Regeneration Area - Outside WBRP may vary depending on the locations of housing rehabilitation projects. A small portion of funding will be spent in the Preservation Areas as the needs are not as significant.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

Although CDBG cannot be used for new construction, the City will support affordable housing preservation through several of the projects identified in this Annual Action Plan.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	3
Rehab of Existing Units	12
Acquisition of Existing Units	0
Total	15

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The total number of households supported through this Annual Action Plan are based on the estimated numbers served through the following projects.

New Habitat for Humanity Single-Family Homes: 3 Units

Homeowner Assistance (Single-Family Housing Rehabilitation): 12 Units

AP-60 Public Housing – **91.220(h)**

Introduction

The Housing Authority of the City of Bloomington (BHA) is committed to providing quality housing and services to its public housing and Housing Choice Voucher Program residents.

Actions planned during the next year to address the needs to public housing

CDBG funding will be provided in Program Year 2023 for Section 3 activities for public housing residents and community members with a housing choice voucher.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The Housing Authority provides several ongoing opportunities for resident involvement. The Housing Authority has a resident services department. Resident engagement is a significant part of this department's responsibilities.

The resident services department facilitates BHA-sponsored events such as a Health and Resource Fair, on-site employment and job-readiness training, and after-school tutoring in two different computer labs at public housing sites. In addition to offering specific "in-house" resources, the Housing Authority collaborates with local partners on multiple events. These activities are opportunities for engagement in the Bloomington-Normal community, building ties among neighbors, and promoting self-advocacy. With a full-time elderly service coordinator staffed at Wood Hill Towers, elderly, disabled, and near-elderly residents have even more opportunities for resident involvement in social and community-oriented activities.

The Housing Authority is required to convene a Resident Advisory Board each year as part of the process in adopting its annual PHA plan. A public hearing is also conducted as part of this process, and it is well attended by residents, who offer their feedback and suggestions on Housing Authority goals, objectives, and programming for the coming years.

The City provides funding for Section 3 activities that support basic financial and employment education. This reflects the City's commitment to supporting the fundamental building blocks of homeownership for public housing residents. Without a stable financial and employment foundation, homeownership is less likely to be a successful endeavor. Our hope is that this fundamental approach that helps stabilize income and financial matters will enable successful homeownership for public housing residents.

If the PHA is designated as troubled, describe the manner in which financial assistance will be

provided or other assistance

The Housing Authority of the City of Bloomington is not designated as "troubled."

Discussion

The City has a long-standing partnership with the Housing Authority of the City of Bloomington. Both organizations are members of the Regional Housing Advisory Staff Committee. The City has utilized CDBG for many years to fund job and life-skills training for public housing and Housing Choice Voucher residents and to support improvements to public housing buildings. These activities will continue during this Annual Action Plan.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The City will continue to partner with PATH, Inc. for the McLean County Continuum of Care (CoC). Currently, the City is the fiscal agent while PATH provides CoC coordination, HMIS management, and direct services. The CoC seeks to address the current homeless client base as well as any additional demands on the homeless system.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Through the Homeless Services CDBG program with the City of Bloomington, PATH reaches out to individuals and families experiencing homelessness that are unsheltered and in emergency shelters. Annually, the goal is to come in contact and assist 200 individuals and families per year. This involves making referrals to other agencies in the community and helping clients obtain work clothing once employment has been verified. PATH keeps an up-to-date list of rental units in the community, which we are able to provide to clients that have an income and saving some money, especially when at an emergency shelter. While we talk about housing issues with all clients, at certain times we are able to be more specific about housing information guidance for those that are closer to becoming housed. Other actions from PATH's outreach team are to determine the barriers and challenges faced by unsheltered clients and provide this information to the CoC. This helps determine if and how services should take these factors into account.

Addressing the emergency shelter and transitional housing needs of homeless persons

Consumer Surveys at emergency shelters and transitional housing projects are an important way to get information about the needs of clients. Needs are also identified during case management. The Consumer Survey has been updated and was implemented during the 2020 Program Year. Annually, the emergency shelters' goals are to provide effective case management to all clients staying at their shelter. The goals in case management vary as the specific needs of clients vary but nearly always include referral to services and public benefits. Anyone experiencing homelessness in emergency shelter or transitional housing may receive assistance from PATH's outreach team. This team also helps connect clients with resources and benefits. Staff continue to recruit non-ESG and/or CoC funded agencies to engage with the CoC. This would allow the CoC to determine the specific needs of their clients and have a more accurate and complete picture about the needs of those in transitional housing.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to

permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

A current goal of the CoC is to get more programs that are not mandated to follow the Coordinated Entry (CE) to participate in our system. For example, there are several transitional housing programs that are not CoC or ESG funded that do not pull from the CE Prioritization List. The goal is to get them to participate at a minimum level first. This means that they have access to the Prioritization List but can choose whether or not to use it. Having greater participation in the CE system can help the CoC house those identified as most vulnerable much faster. Currently, the CE system is hampered by the lack of housing opportunities to which referrals can be made. The Central Illinois CoC also plans on improving its System Performance Measures, as part of their Strategic Plan. This would provide data to better understand how and where improvements are needed in service delivery.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The goal of all CoC and ESG funded activities is to connect clients to appropriate services. If they enter into the CE system at the wrong place, they are given a referral to connect with the right resources for their given needs. That may be a referral to the Salvation Army, PATH's Homeless Services, or PATH's 211 call center. Our current goal in the CoC is to strengthen our partnerships with agencies that discharge clients (e.g., health care facilities, mental health, corrections). Currently, those referrals are made from discharging institutions, but a greater effort is being made to get them knowledgeable about CoC policy and to find gaps in services or determine if certain referrals are not successful.

Discussion

The Central Illinois CoC has continued to work through staffing issues that many organizations across the country have faced. As key positions are filled, the CoC will look for ways to grow and better serve the homeless population in McLean County. The City will continue to work with the CoC to help build strategies and programs designed to alleviate and end homelessness in McLean County.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

The City strives to eliminate barriers to affordable housing throughout this Annual Action Plan and beyond. Affordable housing issues are addressed throughout several projects to be implemented during the 2020-2024 Consolidated Plan period. Staff will continue to seek new opportunities beyond those discussed below.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City operates homeowner housing rehabilitation programs for low-to-moderate income residents, including one program funded with CDBG dollars. These programs help homeowners complete critical repairs to their homes. Many homeowners can afford their regular monthly expenses but are unable to pay for large ticket items. By offering 0% interest terms under deferred payment loans or grants, homeowners can maintain the affordability of their current housing.

The City waives all building permit and inspection fees for any non-profit organization building or rehabilitating affordable housing for low- and moderate-income residents. This policy extends to all private contractors performing rehabilitation work under CDBG or IHDA funded projects.

In August 2015, the City of Bloomington adopted its current Comprehensive Plan with goals aimed at reducing barriers to affordable housing. While the Plan is not policy, it serves as a guide for policy decisions. The Comprehensive Plan encourages future infill development opportunities and provides a tiered system for prioritizing development.

The Regional Housing Staff Committee also monitors and encourages the Low Income Housing Tax Credit (LIHTC) tool as an option for developers. This committee provides continual updates on the number of units supported through this program to City staff as well.

Discussion:

The City will continue to look at policy changes and other programs than can further reduce barriers to affordable housing.

AP-85 Other Actions – 91.220(k)

Introduction:

The City endeavors to plan its annual program based on how to best meet the needs of the community while staying within the federal regulations for the Community Development Block Grant. When services are needed but cannot be provided directly by the City, partnerships are created/maintained to ensure the services are available to those most in need.

Actions planned to address obstacles to meeting underserved needs

The City attempts to maximize its funding to public services so that as many agencies serving vulnerable populations as possible are supported. Staff continue to look for funding resources outside of CDBG to further address the needs of special populations such as disabled and elderly homeowners. The 2020-2024 Consolidated Plan and this Annual Action Plan make resources for West Bloomington residents a priority. Having said that, there is clearly a need for public services that is beyond the capacity of our CDBG program or the City as a whole. Additional investments from sources outside of the Bloomington-Normal community would be required to eliminate obstacles to meeting the needs of the underserved. Staff will continue to serve on committees and work groups that address the housing needs of low-to-moderate income families.

The John M. Scott Health Care Trust provides funding to local service providers to ensure individuals without adequate, affordable healthcare have access to quality health services. Serving as Staff Administrator for the Commission is a part of the Grants Coordinator job duties. The Staff Administrator serves as a liaison between the John M. Scott Commission and the City in addition to operating the grants program offered by the Trust. The Bloomington City Council serves as the Trustee of the Trust. In the City's Fiscal Year 2024, which runs parallel to the 2023 CDBG Program Year, the Trust will invest over half-a-million dollars into the community through grants to local organizations that provide health care services to underserved community members within McLean County.

Actions planned to foster and maintain affordable housing

Preservation of the existing affordable housing stock and the creation of new affordable housing through demolition and clearance are high priorities identified within this Annual Action Plan. In fact, over 50% of funding will be dedicated to these projects. Additionally, the City will continue its participation in the Regional Housing Staff Advisory Committee and the Affordable and Supportive Housing Committee. One of the continuing initiatives of the Regional Housing Staff Advisory Committee is to inventory all income-qualified housing in McLean County and track contract expiration dates. These units are a significant portion of the affordable housing stock, especially for those households with extremely low and low incomes. Additionally, these committees have begun to explore how land use policy changes can encourage development, including affordable housing development, in established

neighborhoods within the City through infill development.

Actions planned to reduce lead-based paint hazards

All CDBG contractors are required to maintain Renovation, Repair and Painting (RRP) certification. The City offers all CDBG approved contractors the opportunity to attend the RRP certification training at least every five years at no cost to the contractor. A training was held in April 2021 resulting in 26 new/renewed certifications. The next training is planned for April 2024. Additionally, the City's Rehab Specialist will maintain all necessary licenses and certifications to ensure that lead-based paint safety practices and regulations are being strictly adhered to on all CDBG projects. The City also has funding from the HUD Lead-Based Paint Hazard Control and Healthy Housing grant program. The period of performance for the grant started on January 4, 2021. It is a 42 month program that will address lead and health hazards in approximately 92 owner-occupied and rental housing units. Unfortunately, staff transitions and continued hurdles from the COVID-19 Pandemic have continued to delay the initial start of lead hazard reduction work.

Actions planned to reduce the number of poverty-level families

The City will continue to support the Housing Authority of the City of Bloomington's job and life-skills training program annually. The program offers job training and a job fair each year for public housing residents and Housing Choice Voucher recipients. Past training topics have included Microsoft Office Suite, how to write a resume, interview skills, and money management and budgeting. The training(s) and job fair are designed to foster job and life skills required for the local workforce and increase facetime with the businesses most likely to employ individuals with those skills.

Homeownership is traditionally the greatest source of an individual's wealth. The City's Homeowner Rehabilitation Program provides low-to-moderate income homeowners the opportunity to preserve their greatest asset. Income-qualified households can receive assistance through a 0% interest, five year forgivable loans or grants depending on the type of project. The City also offers housing rehabilitation through the Illinois Housing Development Authority's (IHDA) Home Repair and Accessibility Program (HRAP). Through this program, homeowners can receive up to \$45,000 in assistance through a 5-year forgivable loan.

Actions planned to develop institutional structure

With a variety of staff transitions at key local organizations, City staff has, and will continue, to build partnerships to better serve the community. Outside of the committees associated with the McLean County Regional Planning Commission, the City continues to be a member of the Invest Health Team. This team was formed to look at the built environment and how it affects the health and well-being of City residents. Additionally, the City is currently building partnerships with organizations, such as the Bloomington-Normal Water Reclamation District, to discuss long-term public infrastructure strategies,

goals, and plans.

Through the John M. Scott Trust grant program, the City continues to build strong partnerships with community organizations serving underserved community members. A multitude of local organizations are funded each year with this program. Grants are awarded for general health care operations, capital improvements, and health care programs.

Staff will continue to foster new partnerships that will improve the institutional delivery structure of CDBG and the priorities identified in the 2020-2024 Consolidated Plan.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to support the McLean County Continuum of Care, which consists of representatives from social service agencies and public housing. As a member of the Regional Housing Staff Advisory Committee, the City participates in a variety of initiatives designed to increase communication between all types of housing and service providers.

Discussion:

The City will continue to seek additional funding to support local programs in ways that CDBG is unable to do so. Interagency collaboration has been referenced throughout this Plan and will remain a key component of the City's strategy to meet the needs of the community.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(I)(1,2,4)

Introduction:

The City makes every attempt to utilize program income within the same program year it is received. Section AP-15 Expected Resources Table 5 shows \$30,101 in estimated program income, which has been budgeted to projects within this Annual Action Plan. Program income comes from the repayment of loans made available through the City's CDBG housing rehabilitation program.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(I)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	80.00%

No new funding to meet urgent needs has been allocated in this Annual Action Plan.



PUBLIC HEARINGS ITEM NO. 6.C.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: Ward 8

SUBJECT: Public Hearing on the Second Amendment to the Annexation Agreement with Hershey Grove, LLC, for Land Commonly Located at the Southeast Corner of the Intersection of Ireland Grove Road and S. Hershey Road, Consisting of 144 Acres More or Less, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: None; presentation and public hearing only.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The Petitioner, Hershey Grove, LLC, seeks approval of the Second Amendment to the Annexation Agreement entered on February 11, 2002, related to the Hershey Grove Subdivision. The original annexation agreement had a park land dedication fee requirement of \$285,880.00. The petitioner could have donated land in lieu of paying the fee, and initially offered to dedicate land, but the City could not get an at-grade crossing to make the land beneficial to the area. As a result, the parties amended the annexation agreement in 2015 to provide that specific public improvements be made to the area (i.e., construction of sidewalk and various portions of trail). To date, the developer has expended approximately \$249,316 on construction of the sidewalk and the required portions of the trail.

The proposed second amendment replaces a requirement to finish part of the trail in the area with a requirement to put in a mid-block crossing that will connect the trails. This change puts the costs to the petitioner more in line with the original park land dedication fee, although will still have the petitioner paying approximately \$28,436 more than if the original park land dedication fee had been paid.

On Wednesday, March 1, 2023, the Bloomington Planning Commission held a public hearing and voted 5-0-1 (one abstention) to recommend *denial* of the request, finding that the proposed Amendment was not in the public interest based on the factors outlined in Section 8.5-203 of the City Code. This was based, in part, on several witnesses appearing at the hearing and testifying that they wanted the trail to be completed and otherwise the proposed mid-block crossing would be a crossing without a purpose.

Since the Planning Commission meeting, a plan has been identified that would allow

construction of the remaining trail utilizing grant funds, thereby providing a connection to the trail on both sides of the proposed mid-block crossing. The result of this plan addresses a majority of the concerns expressed during the Commission meeting, and provides residents with a more complete Trail system—for less local expenditure—than would have resulted from the originally proposed amended agreement.

An Illinois Department of Commerce and Economic Opportunity ("DCEO") grant in the amount of \$500,000 has been assigned to the City of Bloomington. This grant could be used for the installation of a ten-foot-wide multi-use path, pending approval of the grant application by Illinois DCEO. The path would begin at its current terminus approximately 1,600 feet west of the Hamilton Road/Hershey Road intersection and continue along the north side of Hamilton Road and the west side of Hershey Road to the proposed midblock crossing on Hershey Road (see Exhibit "A.") Construction of the proposed multi-use path could begin in calendar year 2024.

City Code [Chapter 8.5, Section 203\(D\)](#) Requires all annexation agreements have a public hearing before both the Planning Commission and City Council. This public hearing satisfies the requirement. The proposed Amendment, as well as First Amendment and original Annexation Agreement are attached. For the associated action item to approve the Amendment, see the Regular Agenda.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of this public hearing in *The Pantagraph* on Sunday, March 12, 2023.

FINANCIAL IMPACT: The DCEO grant in the amount of \$500,000 has been assigned to the City of Bloomington and does not require matching funds. No increase in financial obligation is expected on the part of Bloomington residents.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N-1.5 (Promote creation of connected neighborhoods, focused on people, rather than isolated subdivisions in the Emerging areas), H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits), HL-1. (Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents), HL-1.3 (Enhance the walking, jogging and biking trails system), HL-2.1 (Ensure easy access and availability of park facilities for residents as well as community groups), UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core), and TAQ-1. (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.)

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:

[E&CD 6B Hershey Grove Second Amendment to Annexation Agreement](#)

E&CD 6C Annexation Agreement Second Amendment Exhibit A
E&CD 6D Ordinance #2015-83 (First Amendment to Annexation Agreement)
E&CD 6E Ordinance #2002-32 (Original Hershey Grove Annexation Agreement)_Recorded

SECOND AMENDMENT TO ANNEXATION AGREEMENT

This Agreement is made and entered into on this ____ day of March, 2023, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and Hershey Grove, LLC, an Illinois Limited Liability Company, herein referred to as “Owner”.

WHEREAS, the City and Owner entered into an Annexation Agreement on February 11, 2002, to annex and have property developed to be known as the Hershey Grove Subdivision; and

WHEREAS, the City and Owner entered into a First Amendment to Annexation Agreement on December 14, 2015, to in part amend Section 11 of the Annexation Agreement to satisfy the park land dedication requirements by making certain improvements; and

WHEREAS, the original park land dedication fee for Hershey Grove Subdivision was calculated to be \$285,880.00; and

WHEREAS, pursuant to the First Amendment, the Owner has already put in improvements costing approximately \$249,316 and the remaining improvement left, the completion of Trail 2, is estimated to exceed \$100,000; and

WHEREAS, to bring the improvements in line with the original park land dedication fee, the parties desire to enter into this Second Amendment to Annexation Agreement to modify the requirements of Section 11; and

WHEREAS, the parties desire to amend the Annexation Agreement to set forth new terms and conditions.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The recitals set forth above shall be incorporated herein and made a part of this agreement as if specifically set forth herein.

2. Section 11 of the Annexation Agreement shall be deleted in its entirety and replaced as follows:

The Owner shall satisfy the park land dedication requirements by making dedication of the area designated for the Constitution Trail and by making the following improvements: (1) construction of Sidewalk 1, as shown on the attached Exhibit A, prior to July 1, 2016; (2) construction of Trail 1, as shown on the attached Exhibit A, prior to July 1, 2017; and (3) construction of a mid-block crossing on Hershey Road between Hamilton Road and Ireland Grove Road that connects Trail 1 to the future Trail 2, by May 31, 2023. The construction of the sidewalk and trails, as well as the mid-grade crossing, set forth herein shall be done in accordance with any and all applicable City standards and pursuant to City Code and its Manual of Practice.

3. The parties agree that this Second Amendment shall only supersede the terms and obligations of the Annexation Agreement and the First Amendment to the extent expressly set forth herein and that the Annexation Agreement and First Amendment shall otherwise remain in full force and effect.

4. The term of this Second Amendment shall be 10 years from the date of execution hereof, which shall also serve to continue the terms and obligations of the original Annexation Agreement and First Amendment ten (10) years from the date of execution of this Section Amendment.

City of Bloomington, Illinois,
A Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

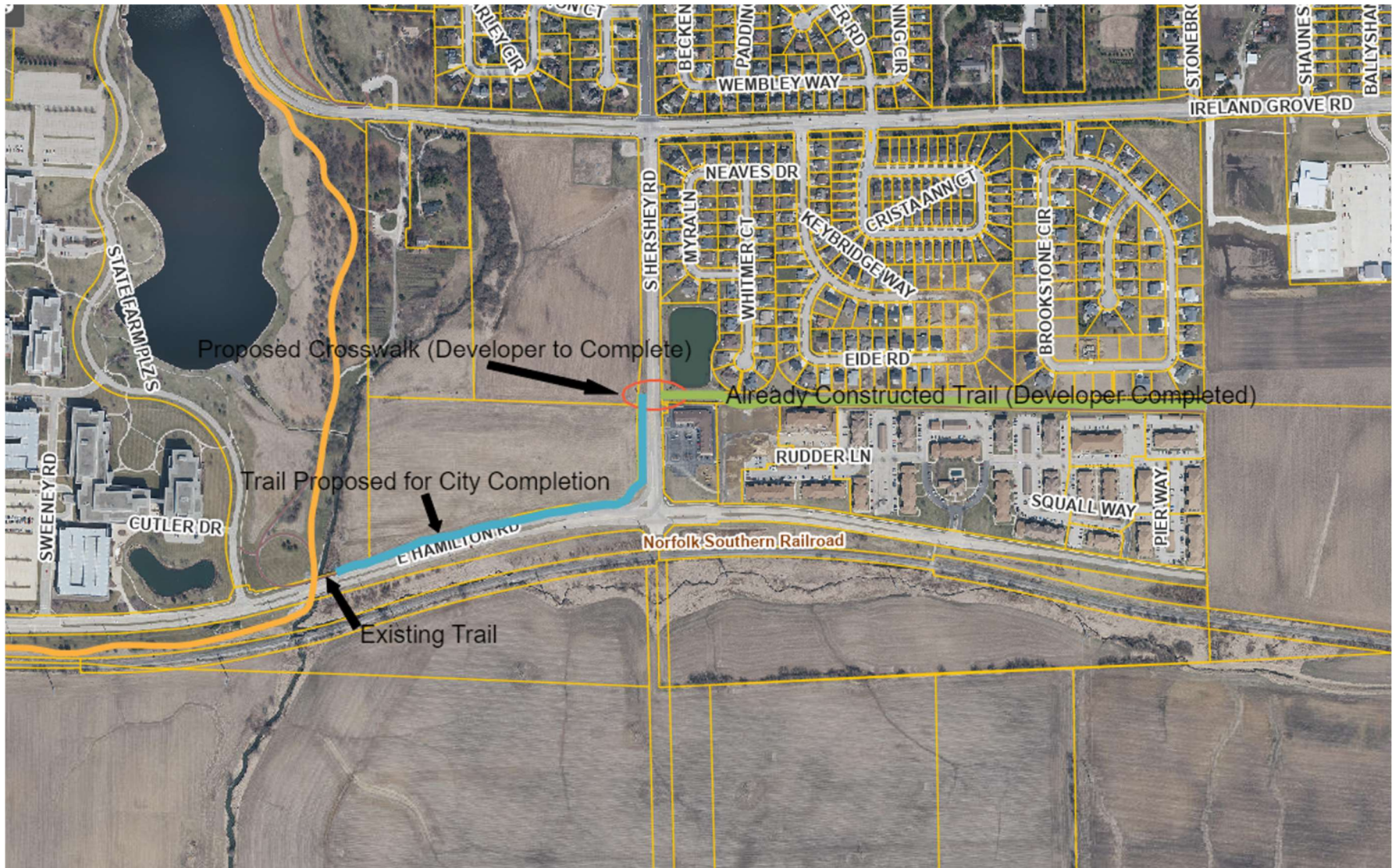
ATTEST:

Leslie Yocum, City Clerk

Hershey Grove, LLC, an Illinois Limited
Liability Company

By: _____
Its: Owner/Manager

Exhibit A
Proposed plan for Constitution Trail completion at Hershey & Hamilton



Item 4705: Consideration and action on an Ordinance Authorizing the Second Amendment to the Annexation Agreement with Hershey Grove, LLC for Land Commonly Located at the Southeast Corner of the Intersection of Ireland Grove Road and S. Hershey Road, Consisting of 144 Acres More or Less

CITY OF BLOOMINGTON

2015-83

**AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AN ANNEXATION
AGREEMENT WITH HERSHEY GROVE, LLC**

**Adopted by the City Council
Of the City of Bloomington
on December 14, 2015**

Published in pamphlet form by authority of the City Council of the
City of Bloomington, McLean County, Illinois, on 12/16/2015

ORDINANCE 2015 - _83

AN ORDINANCE APPROVING THE FIRST AMENDMENT TO AN ANNEXATION AGREEMENT WITH HERSHEY GROVE, LLC

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

WHEREAS, this is the first amendment to the original annexation agreement dated February 11, 2002, between the City and Hershey Grove, LLC (“Owner”); and

WHEREAS, the City and Owner have worked together to address several issues associated with the property covered by the Annexation Agreement and wish to formalize the agreement by approval and execution of a First Amendment to the Annexation Agreement; and

WHEREAS, a public hearing of the amendment to the annexation agreement was held on December 14, 2015, after being duly noticed in the Pantagraph on November 23, 2015; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the Fourth Amendment to the Annexation Agreement.

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

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

SECTION 2. The City Council hereby adopts and approves the First Amendment to the Annexation Agreement and authorizes the Mayor and Clerk to execute the necessary documents to effectuate the approval.

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

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

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

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

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

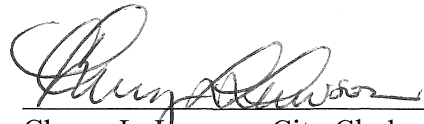
PASSED this 14th day of December, 2015.

APPROVED this 16th day of December, 2015.

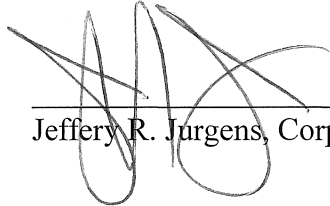
CITY OF BLOOMINGTON


Tari Renner, Mayor

ATTEST


Cherry L. Dawson, City Clerk

APPROVED AS TO FORM


Jeffery R. Jurgens, Corporate Counsel

FIRST AMENDMENT TO ANNEXATION AGREEMENT

This Agreement is made and entered into on this 14th day of December, 2015, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and Hershey Grove, LLC, an Illinois Limited Liability Company, herein referred to as “Owner”.

WHEREAS, the City and Owner entered into an Annexation Agreement on February 11, 2002, to annex and have property developed to be known as the Hershey Grove Subdivision; and

WHEREAS, Section 14 of the Agreement required the City to extend Hershey Road to the southern perimeter of the premises within 10 years of the making of the Agreement and to apply to the Illinois Commerce Commission (“ICC”) for a crossing permit; and

WHEREAS, the City filed a petition for a crossing with the ICC, but faced strong objection from the Norfolk Southern Railway; and

WHEREAS, Section 11 of the Agreement provides the Owner can satisfy the park land dedication requirements by making dedication of the area designated for the Constitutional Trail and from the parcel south of the railway; and

WHEREAS, the Owner has dedicated the area designated for the Constitutional Trail; and

WHEREAS, since the development is not continuing south of the railway, the City has not actively sought dedication of this area and has instead worked out an agreement with Owner on other park improvements to be made;

WHEREAS, except as otherwise provided in this First Amendment, including the responsibility to complete the HMA Surface Course on Keybridge Way in Hershey Grove 4th Addition, the City shall accept the condition of the currently constructed and completed streets and sidewalks within the development;

WHEREAS, the parties desire to amend the Annexation Agreement to set forth new terms and conditions.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The recitals set forth above shall be incorporated herein and made a part of this agreement as if specifically set forth herein.

2. Section 11 of the Annexation Agreement shall be deleted in its entirety and replaced as follows:

The Owner shall satisfy the park land dedication requirements by making dedication of the area designated for the Constitution Trail and by making the following improvements: (1) construction of Sidewalk 1, as shown on the attached Exhibit A, prior to July 1, 2016; (2) construction of Trail 1, as shown on the attached Exhibit A, prior to July 1, 2017; and (3) construction of Trail 2, as shown on the attached Exhibit A, prior to July 1, 2018. The construction of the sidewalk and trails set forth herein shall be done in accordance with any and all applicable City standards and pursuant to City Code and its Manual of Practice. Extensions in deadlines shall be permitted by the City for acts of God or other weather-related issues.

3. Section 14 of the Annexation Agreement shall be struck in its entirety and replaced with "Intentionally Left Blank." The parties acknowledge that the City filed the required ICC petition and shall have no further obligations regarding obtaining the railway crossing and/or the road extension to the southern perimeter of the property.

4. Owner agrees to construct sidewalks in accordance with City standards and the Manual of Practice and to keep in compliance with any bonding requirements under City Code or the Manual of Practice regarding infrastructure.

5. The parties agree that this First Amendment shall only supersede the terms and obligations of the Annexation Agreement to the extent expressly set forth herein and that the Annexation Agreement shall otherwise remain in full force and effect.

6. The term of this First Amendment shall be 10 years from the date of execution hereof.

City of Bloomington, Illinois,
A Municipal Corporation

By: Tari Renner
Tari Renner, Mayor

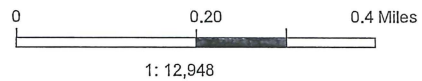
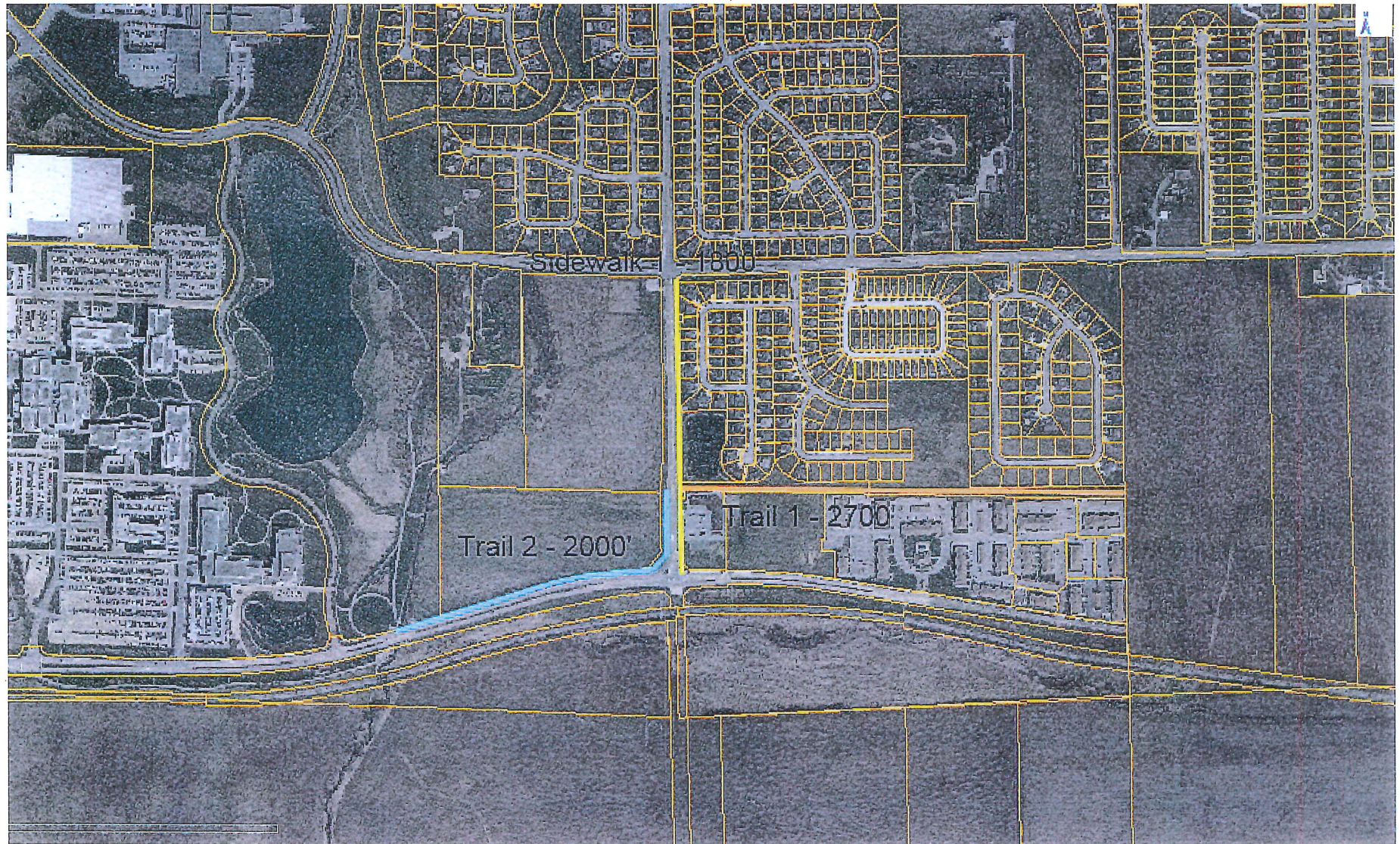
ATTEST:
Cherry Lawson
Cherry Lawson, City Clerk

Hershey Grove, LLC, an Illinois Limited
Liability Company

By: _____
Its:



Hershey Grove Trails and Sidewalks



By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Printed: 11/2/2015 12:47:37 PM

Notes

Final Update 11/2/2015

STATE OF ILLINOIS)
) ss.
COUNTY OF MCLEAN)

CERTIFICATE

I, Cherry L. Lawson, certify that I am the duly appointed and qualified municipal clerk of the City of Bloomington, County of McLean, Illinois.

I further certify that on the Corporate Authorities of the above municipality passed and approved Ordinance No. 2015-83, entitled, An Ordinance the Fourth Amendment to an Annexation Agreement with Hershey Grove LLC, which provided by its terms that it should be published in pamphlet form.

The pamphlet form of this Ordinance, including the Ordinance and cover sheet thereof, was prepared, and a copy of the Ordinance was posted in the municipal building, commencing on 12/16/2015 and continuing for at least ten days thereafter. Copies of the Ordinance were also available for public inspection upon request in the office of the municipal clerk.

Dated at Bloomington, Illinois, on 12/16/2015.



Cherry L. Lawson, C.M.C.
City Clerk

2002R16357

RECORDER'S OFFICE
MCLEAN COUNTY, IL
RECORDED ON

05-06-2002 9:07:41 AM

RUTH WEBER
RECORDER

REC. FEE: 52.00
PAGES: 30

STATE OF ILLINOIS)
COUNTY OF McLEAN)ss:
CITY OF BLOOMINGTON)

I, TRACEY COVERT, the duly appointed and qualified City Clerk of the City of Bloomington, Illinois do hereby certify that the foregoing is a perfect and complete copy of Ordinance No. 2002 - 32, An Ordinance Annexing of Certain Territory as Hereinafter Described to the City of Bloomington, McLean County Illinois, this area if a/k/a Hershey Grove, which was presented, passed and approved at a regular meeting of said City Council held on the 22nd day of April, 2002 by an affirmative vote of the majority of all members then holding office, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and the seal of the

said City this 25th day of April, 2002.



Tracey Covert

City Clerk

PETITION FOR ANNEXATION TO THE CITY OF BLOOMINGTON,
McLEAN COUNTY, ILLINOIS

State of Illinois)
) ss:
County of McLean)

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

NOW COMES Hershey Grove, L.L.C., an Illinois Limited Liability Company, hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the premises legally described as follows:

TRACT 1:

A part of the Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Commencing at the Northwest Corner of said Section 13; thence east 1529.15 feet along the North Line of said Section 13 to the Point of Beginning, thence east 300.00 feet along the North Line of said Section 13; thence south 580.80 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence west 300.00 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence north 580.80 feet along a line which forms an angle to the left of 90°-00' with the last described course to the Point of Beginning, except (Exception No. 1) the Tract shown in Document 92-27169, situated in McLean County, Illinois

TRACT 2:

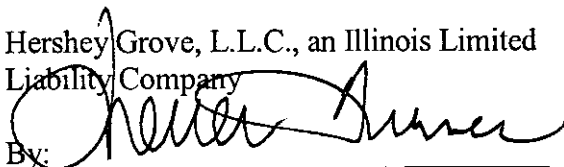
The Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, except (Exception No. 2) the Right-of-Way of the Norfolk Southern Railway Company (formerly L.E. and W. Railroad Company); also except (Exception No. 3) commencing at the Northwest Corner of said Section 13; thence east 1529.15 feet along the North Line of said Section 13 to the Point of Beginning; thence east 300.00 feet along the North Line of said Section 13; thence south 580.80 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence west 300.00 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence north 580.80 feet along a line which forms an angle to the left of 90°-00' with the last described course to the Point of Beginning; and except Tracts shown in Documents 92-22806 and 92-27168, (Exception No's. 4 and 5), situated in McLean County, Illinois

2. That said premises presently has a zoning classification of Agriculture under the provisions of the McLean County Zoning Ordinance.
3. That your petitioners hereby request that the Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois to annex said property to the City.
4. That the premises which is described above is contiguous to the City of Bloomington.
5. That the premises would be initially zoned upon annexation pursuant to the annexation agreement approved by the City on February 11, 2002.

WHEREFORE, your petitioners respectfully pray that said premises be annexed to the City of Bloomington, McLean County, Illinois.

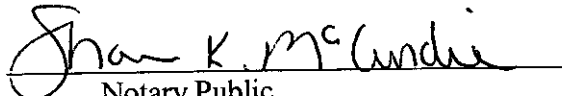
Respectfully submitted:

Hershey Grove, L.L.C., an Illinois Limited
Liability Company

By: 

Its Attorney

SUBSCRIBED AND SWORN to before me
this 13th day of February, 2002.


Notary Public



Prepared by & return

Mercer Turner
Attorney at Law
Law Office of Mercer Turner, P.C.
#1 Brickyard Drive, Suite 202
Bloomington, IL 61701
(309) 662-3078

ORDINANCE NO. 2002 2002-16357
AN ORDINANCE ANNEXING CERTAIN TERRITORY
AS HEREINAFTER DESCRIBED TO THE CITY OF BLOOMINGTON,
McLEAN COUNTY, ILLINOIS

WHEREAS, there has heretofore been entered into a certain Annexation Agreement between the City of Bloomington and Hershey Grove, L.L.C., an Illinois Limited Liability Company, which Agreement is attached hereto and made a part hereof by this reference as Exhibit A; and

WHEREAS, the City Council of the City of Bloomington, after proper notices were given, conducted a Public Hearing on said Annexation Agreement; and

WHEREAS, the City Council of the City of Bloomington has determined that said premises are contiguous to the corporate limits of the City of Bloomington and are not within the confines of any other municipality of the State of Illinois, and that the Owner has given all notices required to be given by 65 ILCS 5/7-1-1; and

WHEREAS, the City Council of the City of Bloomington has considered the question of annexation and has determined that said Annexation Agreement is proper and in due form according to the statutes of the State of Illinois as in such case made and provided. Said City Council has further determined that the proposed zoning, as established in the aforesaid Agreement, follows the general comprehensive plan and development theme heretofore established by the corporate authorities of the City of Bloomington and should be placed in effect as to said land upon the annexation of same, all as by Statute specifically provided.

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

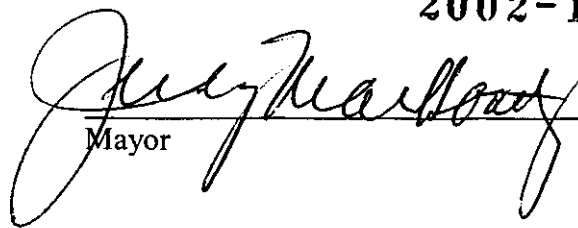
SECTION ONE: That the City Council of the City of Bloomington, Illinois, determines that the territory described in the attached Exhibit B is not within the confines of any municipality of the State of Illinois, but is however, contiguous to the City of Bloomington.

SECTION TWO: That the Annexation Agreement, hereinabove referred to and hereto attached be and the same hereby is ratified, affirmed, and incorporated into this Ordinance.

SECTION THREE: That this Ordinance shall be in full force from the date of its passage.

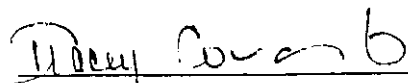
PASSED this 23rd day of April, 2002.

APPROVED this 23rd day of April, 2002.



Mayor

ATTEST:

()

City Clerk

DISAPPROVED:

Mayor

REASON:

Return this document to:

City Clerk
City of Bloomington
109 E. Olive
Bloomington, IL 61701

ANNEXATION AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Bloomington, McLean County, Illinois, herein referred to as "**CITY**," and Hershey Grove, L.L.C., an Illinois Limited Liability Company, as "**OWNER**".

WHEREAS, the **OWNER** is the record owner in fee simple or contract buyer of the real estate which is legally described in Exhibit A hereto and is herein referred to as the "**PREMISES**";

WHEREAS, the **OWNER** is desirous of having the **PREMISES** annexed to the **CITY** and the **CITY** is desirous of annexing said property;

WHEREAS, the **OWNER** and **CITY** are desirous of having the **PREMISES** zoned into the R-1C High Density Single-Family Residence District, R-2 Mixed Residence District, S-2 Public Lands and Institutions District, and either the R-3B High Density Multiple-Family Residence District or B-1 Highway Business District.

THEREFORE, IT IS AGREED BY THE **CITY** AND **OWNER** AS FOLLOWS:

1. Upon submission of a properly executed Petition to Annex, the **CITY** agrees to annex the **PREMISES**.
2. Upon submission of a properly executed Petition to Rezone, the **CITY** shall zone the **PREMISES** as follows: (a) up to 15 acres adjacent to Ireland Grove Road R-2 Mixed Residence District, (b) any park land as S-2 Public Lands and Institutions District, (c) up to 45 acres along Hershey Road as either B-1 Highway Business District or R-3B High Density Multiple-Family Residence District, or a combination thereof as requested by the **OWNER**, provided that

the B-1 Highway Business District shall not be greater than 5 acres and has frontage along Hershey Road, and (d) the balance R-1C High Density Single-Family Residence District, as generally depicted on Exhibit B hereto.

3. The **OWNER** agrees that upon the annexation of the **PREMISES** to the **CITY**, the **OWNER** shall petition for annexation of the **PREMISES** to the Bloomington-Normal Airport Authority District and the Bloomington-Normal Water Reclamation District.

4. The **OWNER** agrees to submit a preliminary subdivision plan or plans in substantial conformity with Exhibit B, which is attached hereto and made a part hereof. The **CITY** agrees to approve one or more preliminary subdivision plans for the intended subdivision of the **PREMISES**, with said subdivision to be known as the *Hershey Grove Subdivision* or some other name mutually agreeable to the parties hereto, which shall be developed in phases. Each phase may have a separate subdivision name. The initial preliminary subdivision plans will be submitted to the **CITY** in substantial compliance with the **CITY'S** Subdivision Code as it exists on the date of the initial filing of this Agreement with the City Clerk. Any oversizing of utilities and streets shall be at the **CITY'S** expense (except where otherwise provided herein.) Each initial preliminary plan shall be effective for the duration of this agreement. The **CITY** agrees to approve the final subdivision plats of each phase of a preliminary plan provided they are in substantial compliance with the approved preliminary plan and this Agreement. Should **OWNER** request a major amendment in the preliminary plan, the applicable Subdivision Code of the **CITY** shall be the one in existence on the date the major amendment is requested and shall only apply to the area affected by the amendment.

5. The **CITY** shall allow the **OWNER** to construct up to ten model homes on the **PREMISES** for presentation and sale purposes. The location of the model homes may change from time to time and place to place as the **OWNER** may desire and as the development or sales occur within the proposed subdivision. A model home may not be constructed unless the lot is pinned, water and sanitary sewer mains are extended to the lot, access to it is provided for by a

compacted gravel or other hard surface and a grading plan for the lot has been accepted by the **CITY'S** staff. Notwithstanding the foregoing, no conveyance of title or certificate of occupancy for any model home shall take place until a final subdivision plat is of record for the real estate on which said model home is located and until access is available from a paved street.

6. This Agreement shall be enforceable for a period of 20 years from the date of the passage of the annexation ordinance contemplated by this Agreement. This Agreement is binding upon the parties hereto, and their heirs, successors, and assigns.

7. For approximately a 15 acre area in the northwest area of the **PREMISES**, the **CITY** shall accept a \$1,700.00 per acre fee in lieu of providing on site storm water detention. For the balance of the **PREMISES**, the **OWNER** agrees to make provisions in the development of the **PREMISES** so that storm water shall not be permitted to drain from the **PREMISES** other than in compliance with the design and construction standards for storm sewers, drainage ways, and storm detention/retention facilities, as provided by the **CITY'S** Code and Regulations. The dry bottom storm water detention facilities, after completion, shall be dedicated to the **CITY** for maintenance.

8. The **OWNER** shall have the right to construct landscaped berms on the **PREMISES** within outlots. The **OWNER** may construct development or subdivision identification signs in any boulevard entrance or landscaped berm, provided the location of the sign is on an outlot. The **OWNER** shall be allowed to locate an outlot within a boulevard entrance and to use said outlot as a sign location. Ownership and maintenance of the landscaped berms and development signs shall be by the **OWNER** or an Association of lot owners. Signage on the berms shall not be situated to obstruct sight/distance visibility requirements.

9. The **OWNER** shall fulfill the bonding requirements of the **CITY'S** Code by posting a \$250,000.00 revolving commercial surety bond from an insurance company acceptable to the **CITY**. The bonds posted shall apply to all final plats until final acceptance by the **CITY**.

10. The **OWNER** shall have no perimeter road improvement obligation except for payment of existing road improvements in the fixed amount of \$85.00 per lineal foot for Hamilton

Road from the east line of Hershey to east line of the **PREMISES**, Ireland Grove Road from the east side of Hershey Road to its easterly extension as a city street of approximately 1,350 feet and Hershey Road from the south edge of Hamilton to the south line of the **PREMISES** which shall be paid upon the filing of final plats on a pro rata basis. The **OWNER** shall dedicate 43 feet of road right-of-way for the Hershey Road extension south of the railway.

11. The **OWNER** shall satisfy the park land dedication requirements by making dedication of the area designated for the Constitution Trail and from the parcel south of the railway. Dedication of the area south of the railway shall occur on or before the tenth anniversary of this agreement. Prior to the dedication of the area south of the railway, the **OWNER** may elect to pay park land dedication fees in lieu of land dedication. Any area in the parcel south of the railway which is not dedicated by the **OWNER** for park land dedication purposes may be rezoned by the **OWNER** in the R-3B High Density Multiple-Family Residence District, notwithstanding any other provision contained herein. The **CITY** agrees to have both sanitary sewer and water mains extended to the parcel south of the railway within 10 years from the date of this agreement, subject to the **OWNER** giving an 18 month notice of intention to develop said parcel as a multiple-family project. Park land dedication fees shall be calculated at the rate of \$28,000.00 per acre.

12. The **CITY** agrees to use its power of eminent domain as needed for the sanitary sewer and water main improvements. The **OWNER** shall construct the water mains for the **PREMISES** with the **CITY** paying for any oversizing. The **OWNER** shall pay for the cost of the improvements described in this paragraph 12 to the extent of the cost of the improvements adequately sized to service the **PREMISES**. Oversizing shall mean the cost associated with increasing the capacity of the improvements and locating the improvements so that they will serve an area greater than the **PREMISES**. Oversizing costs shall be agreed between the parties prior to any construction.

13. The **OWNER** shall pay tap-on fees for sanitary sewer or water main access or use on a pro rata basis as the **PREMISES** is subdivided and final plats are recorded. Sanitary sewer

tap-on fees shall be \$450.00 per acre plus 6% simple interest from September 1994 for the **PREMISES** north of the railway for the Little Kickapoo Pump Station and Interceptor Sewer. The property north of the railroad shall pay an additional sanitary sewer tap-on fee for the sanitary sewer extension from the 48" interceptor sewer to the property. The exact fee is to be determined by the City Engineer, but will not exceed \$550.00 per acre plus 6% simple interest from date of sewer completion. The property south of the railroad shall pay an additional sanitary sewer tap-on fee that is to be determined by the City Engineer when the future sanitary sewer is constructed. Water main tap-on fees shall be \$20.00 per lineal foot for Hershey Road and Ireland Grove Road frontage to the extent that water main presently exists in said frontage.

14. The **CITY** agrees to extend Hershey Road to the southern perimeter of the premises within 10 years of the making of this agreement and shall apply to the Illinois Commerce Commission for a crossing permit within two years of the making of this agreement. On or before July 1, 2002, the **CITY** agrees to have extended to the **PREMISES** for connection thereto, a fully operational sanitary sewer line and a fully operational water main, provided that State Farm Insurance Company allows the extension through its property. The **OWNER** shall dedicate a 25-foot wide sanitary sewer easement across the northern edge of the S-2/R3B area south of the railroad tracks for a future sanitary sewer extension by the City of Bloomington. This easement shall be platted at time of final platting this parcel or when requested by the City of Bloomington.

15. The **CITY** shall pay for the construction of Hamilton Road through the premises except that the **OWNER** shall pay for one-half of the construction cost of Hamilton Road to the extent of a regular city street with a 30 foot wide pavement. Hamilton Road construction shall consist of the roadway plus sidewalks on the north side, utilities running the length of said road, and street lights. Any over-sizing shall be paid for at the **CITY'S** expense. The **OWNER** shall have the option to construct Hamilton Road and then be reimbursed by the **CITY** for the **CITY'S** share of the construction cost by cash payment or offset of other fees then currently due the **CITY**.

16. In the R-3B High Density Multiple-Family Residence District, the **OWNER** shall

not build more than 25 units per acre.

17. The **OWNER** may elect to construct one or more entrance gates for certain residential streets. Upon so doing, the **CITY** shall thereafter continue to provide garbage pickup for the affected streets. After the installation of the entrance gates, the street thereby affected shall be considered to be a private street.

This agreement is made on the dates indicated below.

Date: February 11, 2002

City of Bloomington

ATTEST:

By _____
Mayor

City Clerk

Date: February 11, 2002

Hershey Grove, L.L.C., an Illinois Limited Liability Company

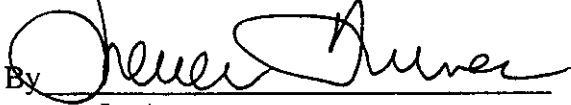
By 
Its Attorney

EXHIBIT A

TRACT 1:

A part of the Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Commencing at the Northwest Corner of said Section 13; thence east 1529.15 feet along the North Line of said Section 13 to the Point of Beginning, thence east 300.00 feet along the North Line of said Section 13; thence south 580.80 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence west 300.00 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence north 580.80 feet along a line which forms an angle to the left of 90°-00' with the last described course to the Point of Beginning, except (Exception No. 1) the Tract shown in Document 92-27169, situated in McLean County, Illinois

TRACT 2:

The Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, except (Exception No. 2) the Right-of-Way of the Norfolk Southern Railway Company (formerly L.E. and W. Railroad Company); also except (Exception No. 3) commencing at the Northwest Corner of said Section 13; thence east 1529.15 feet along the North Line of said Section 13 to the Point of Beginning; thence east 300.00 feet along the North Line of said Section 13; thence south 580.80 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence west 300.00 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence north 580.80 feet along a line which forms an angle to the left of 90°-00' with the last described course to the Point of Beginning; and except Tracts shown in Documents 92-22806 and 92-27168, (Exception No's. 4 and 5), situated in McLean County, Illinois

EXHIBIT B

2002-16357

TRACT 1:

The Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, in McLean County, Illinois, except (Exception No. 1) the Right-of-Way of the Norfolk Southern Railway Company and except (Exception No. 2) the Parcel of Land conveyed to the City of Bloomington, Illinois, according to the Deed recorded as Document No. 92-22806 in the McLean County Recorder's Office and also except (Exception No. 3) the Parcels of Land conveyed to the Bloomington-Normal Airport Authority of McLean County, Illinois, according to the Deeds recorded as Document No. 92-27168 and 92-27169 in said Recorder's Office.

TRACT 2:

All that part of Ireland Grove Road Right-of-Way lying north of and adjacent to said Tract 1 except any portion thereof previously annexed.

Said Tracts contain the following areas:

Tract 1	=	159.83	Acres
Tract 2	=	3.02	Acres
Total Area		162.85	Acres

PIN: (05) 21-13-100-002
21-13-100-003

2002-16357

STATE OF ILLINOIS)
) ss.
COUNTY OF McLEAN)

OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby certifies that it is the owner of all the premises embodied in the Annexation Plat to the City of Bloomington, County of McLean, State of Illinois, which is attached hereto.

The undersigned, Hershey Grove, L.L.C., an Illinois limited liability company, as the Owner of said premises, has caused said Annexation Plat to be made by William D. Lamberti, Registered Illinois Land Surveyor Number 2946.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and affixed its seal this 13th day of February, 2002.

Hershey Grove, L.L.C.

By: Mercer Turner

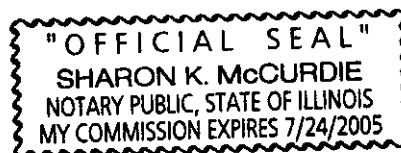
Its: Attorney

STATE OF ILLINOIS)
) ss
COUNTY OF McLEAN)

I, the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY, that Mercer Turner personally known to me to be the same person(s) whose name(s) is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 13th day of February, 2002.

Sharon K. McCurdie
Notary Public



This Document Prepared By:
Mercer Turner
Attorney at Law
#1 Brickyard Drive, Ste. 202
Bloomington, IL 61701

2002-16357

A F F I D A V I T

Mercer Turner, being first duly sworn on oath, deposes and states, as follows:

1. That he served copies of the attached Notice regarding the annexation petition of Hershey Grove, L.L.C. upon the following individuals:

County Officials - County Engineer, Chief County Assessment Officer and County Clerk

John Mitchell
McLean County Engineer
R. R. 1, Box 85
Bloomington, IL 61704

Robert Kahman
Chief County Assessment Officer
McLean County Law and Justice Center
Bloomington, IL 61701

Peggy Ann Milton
McLean County Clerk
McLean County Law and Justice Center
Bloomington, IL 61701

Highway Commissioner of Bloomington Township, Township Supervisor, Township Clerk and Board of Trustees of Bloomington Township

Charles A. Fitzgerald, Jr.
Bloomington Township Highway Commissioner
R. R. 6, Box 5
Bloomington, IL 61704

Walter Joe Monti
Bloomington Township Supervisor
R. R. 16, Box 532
Bloomington, IL 61704

Gary G. Pearl
Bloomington Township Clerk
R. R. 2, Box 298
Bloomington, IL 61704

Ronald E. Hofbauer
Bloomington Township Trustee
R. R. 2, Box 294
Bloomington, IL 61704

Fred L. Thoman
Bloomington Township Trustee
9677 North 1250 E Road
Shirley, IL 61772

Donald M. Kratz
Bloomington Township Trustee
R. R. 13, Box 301
Bloomington, IL 61704

Lynna L. Bonnell
Bloomington Township Trustee
R. R. 13, Box 60A
Bloomington, IL 61704

Bloomington Fire Department

Chief Keith A. Ranney
Bloomington Fire Department
310 N. Lee
Bloomington, IL 61701

Bloomington Public Library

Jim Charlesworth
2203 Foxtail Road
Bloomington, IL 61704

Art Mier
1 London Court
Bloomington, IL 61704

Carol Koos
1316 E. Washington
Bloomington, IL 61701

Patsy Bowles
1208 Elmwood Road
Bloomington, IL 61701

Lee Otis Brewer
1015 E. Front Street
Bloomington, IL 61701

Bettie Story
1215 E. Jefferson Street
Bloomington, IL 61701

Bill Wetzel
115 W. Jefferson, Ste. 400
Bloomington, IL 61701

Mark Hamner
2722 Rainbow Drive, #5
Bloomington, IL 61704

Christine Deutsch
600 North Western Avenue
Bloomington, IL 61701

Golden Prairie Library District Library District

Mike Beal
R. R. 1, Box 42
Ellsworth, IL 61737

Patti Salch
R. R. 1, Box 367
Bloomington, IL 61704

Lee Bullwinkel
R. R. 1, Box 355
Bloomington, IL 61704

Adrienne Ives
R. R. 1, Box 104
Bloomington, IL 61704

Earlene Nelson
R. R. 16, Box 580
Bloomington, IL 61704

Carol Odekirk
R. R. 3, Box 434
Bloomington, IL 61704

Candy Rogers
8477 Shirlane Street
Shirley, IL 61772

Bloomington Township Fire Protection District

Loren Keim
6879 North 1550 E Road
Bloomington, IL 61704

Paul Meir
2112 Morrissey Drive
Bloomington, IL 61701

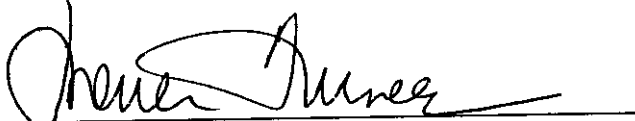
Robert Volk
9504 Windgate Drive
Bloomington, IL 61704

by placing a true and correct copy of said Notice in an envelope addressed as shown above, certified mail, return receipt requested, sealed said envelopes and placed sufficient U.S. postage on each, and deposited said envelopes so sealed and stamped in the United States Mail at Bloomington, Illinois, on the 27th day of December, 2001.

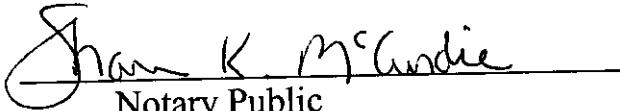
2. That the Notice served upon the persons set forth above is attached hereto and made a part hereof.

2002-16357

FURTHER AFFIANT SAITH NOT.


Mercer Turner

SUBSCRIBED AND SWORN to before
me on this 7th day of January, 2002.


Notary Public



2002-16357

NOTICE OF ANNEXATION PROCEEDINGS

PLEASE TAKE NOTICE that Hershey Grove, L.L.C. whose address is c/o Jack O. Snyder, #1 Brickyard Drive, Bloomington, Illinois 61701, who is a contract buyer, filed with the City of Bloomington, McLean County, Illinois, an Annexation Agreement involving the property identified on Exhibit A which is attached hereto and made a part of this Notice. The present owners and sellers of the real estate are: has John D. Sweeney, Isabelle Sweeney Kerber, Mary M. Sweeney, William P. Sweeney, Edmund J. Sweeney, Paula A. Sweeney, Mary C. Hopping, Stephen J. Sweeney, individually and as Executor of the Estate of Paul Sweeney, deceased.

A public hearing before the City of Bloomington Planning Commission will be held on Wednesday, January 9, 2002, at 4:00 p.m. at Bloomington City Hall, 109 East Olive Street, Bloomington, Illinois. All interested persons may appear at said hearing on the Annexation Agreement.

Action on the Annexation Agreement will be taken up by the Bloomington City Council, Bloomington, McLean County, Illinois in its regular session on February 11, 2002 at 7:30 p.m. at Bloomington City Hall, 109 East Olive, Bloomington, Illinois.

A copy of the Annexation Agreement can be inspected by the public at the office of the Bloomington City Clerk from 8:30 a.m. to 4:30 p.m. on Monday through Friday during the weeks prior to the hearing. The telephone number for the Bloomington City Clerk is 309/434-2240.

Date: December 27, 2001

John D. Sweeney, Isabelle Sweeney Kerber,
Mary M. Sweeney, William P. Sweeney,
Edmund J. Sweeney, Paula A. Sweeney,
Mary C. Hopping and Stephen J. Sweeney,
Individually and as Executor of the Estate of
Paul Sweeney, deceased

By: William C. Wetzel
William C. Wetzel, Their Attorney

Hershey Grove, L.L.C.

By: Mercer Turner
Mercer Turner, Its Attorney

RECORDED
IN BOOK 312
CITY OF BLOOMINGTON
DEC 27 2001

2002-16357

Return to:

CITY CLERK'S OFFICE
CITY OF BLOOMINGTON
P.O. BOX 3157
BLOOMINGTON IL 61702-3157

This document contains large survey drawings.

The drawings can be located in two places.

- 1.) On microfiche, 35mm jacket format, under this document number.
- 2.) On the digital imaging system listed in the description as PLAT #.

Document Number 216357

Number of drawings. 1 of 1



CONSENT AGENDA ITEM NO. 8.A.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the February 27, 2023, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT:

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

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Draft Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, FEBRUARY 27, 2023, 6:00 P.M.

The City Council convened in regular session in the Government Center Chambers at 6:00 p.m., Monday, February 27, 2023. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

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

Council Member Boelen made a motion, seconded by Council Member Ward, to allow remote participation for Council Member Montney due to illness.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Council Member Montney joined the meeting remotely at 6:02 P.M.

City Clerk Leslie Yocum shared Council Member Montney was having technical trouble.

Public Comment

Mayor Mwilambwe read a statement on public comment procedure. Scott Stimeling spoke in person. No emailed public comment was received.

Recognition/Appointments

The following item was presented:

Item 6.A. Recognition of Firefighters Cody Cheeseman, Tyler Eft, and Kyle Walder who have completed their one-year probation, as requested by the Fire Department.

Fire Chief Eric West introduced Firefighters/Paramedics Cody Cheeseman, Tyler Eft, and Kyle Walder and provided a brief background on each. Leslie Yocum, City Clerk, then swore them in and Fire Chief West presented their Firefighter Commission Certificates. Mayor Mwilambwe thanked them for their commitment to their profession and the City.

Consent Agenda

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

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

Item 7.A. Consideration and Action to Approve Bills and Payroll in the Amount of \$6,298,933.28, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 7.B. Consideration and Action to Approve Appointments and Reappointments to Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments and Reappointments be approved.)

Item 7.C. Consideration and Action to: (1) Repeal Approval of the Purchase of Five Police Interceptor Utility Hybrid Vehicles in the Amount of \$304,909.80 from the Meeting on February 13, 2023; and (2) Approve the Purchase of Five (5) Ford Police Interceptor Utility Vehicles from Sutton Ford, in the Amount of \$292,404.80, and to Approve the Disposal of Surplus Police Vehicles Not Reassigned , as requested by the Public Works Department. (Recommended Motion: The approval on February 13, 2023, of the purchase of the five hybrid vehicles in the amount of \$ 304,909.80 be repealed and the proposed purchase of the five police interceptor utility vehicles in the amount of \$292,404.80 and proposed disposal be approved.)

Item 7.D. Consideration and Action on a Contract between the City of Bloomington and Cushings Commercial Carpet, Inc. for the Police Department Administration and Police Annex Building Flooring Replacement Projects (Bid #2023 -18), in the amount of \$67,888.00, as requested by the Police Department. (Recommended Motion: The proposed Contract be approved.)

Item 7.E. Consideration and Action on the Approval of an Intergovernmental Agreement between the City of Bloomington and the Town of Normal for the use of the City of Bloomington Police Shooting Range, as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.F. Consideration and Action on the Approval of an Intergovernmental Agreement between the City of Bloomington and the County of McLean for Use of the City of Bloomington Police Shooting Range, as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)

Item 7.G. Consideration and Action on the Approval of an Intergovernmental Agreement Between the City of Bloomington and County of McLean, IL regarding the 2023 Byrne Justice Assistance Grant Program Award (Grant #13686637), as requested by the Police Department. (Recommended Motion: The proposed Agreement be approved.)

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

Item 7.I. Consideration and Action on an Ordinance Approving a First Amendment to Economic Incentive Agreement By and Between the City of Bloomington, Illinois and Forgetful Friends, LLC, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.J. Consideration and Action on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2023, in the Amount of \$593,928.88 and Transferring the Same Amount to the Golf Fund to Pay Cash for Equipment and Address Deferred Building Maintenance, as requested by the Finance Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.K. Consideration and Action on an Ordinance Approving the Final Plat of the Sixteenth Addition to Hawthorne Commercial Subdivision, as requested by the Public Works Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.L. Consideration and Action on an Ordinance Approving Text Amendments to the Zoning Code of the City of Bloomington [Chapter 44] Relating to Review and Hearing Process Clarifications, Removing Duplicative Language, and Updating Certain Zoning Classifications, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 7.M. Consideration and Action on an Ordinance Designating a Local Landmark, and Approving a Zoning Map Amendment to add the S-4 (Historic Preservation District) Overlay, for the Property Located at 33 Sunset Road, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Items Removed from the Consent Agenda:

The following item was presented:

Item 7.H. Consideration and Action on a Resolution Approving the Acceptance of a Grant from the Illinois Housing Development Authority's Home Repair and Accessibility Program in the Amount of \$350,000.00, as requested by the Economic & Community Development Department.

Council Member Ward explained she was not in opposition of the item, but believed the community would benefit from being educated on the application process of the Program.

Deputy City Manager Billy Tyus called upon Melissa Hon, Economic & Community Development Department Director, to address Council.

Ms. Hon explained that staff did not yet have all the parameters of the Program from the State of Illinois. She shared that the Illinois Housing Department Authority ("IHDA") had merged the Single-Family Rehabilitation Program ("SFR") and Home Accessibility Program ("HAP") to create the Home Repair and Accessibility Program ("HRAP"). She stated that staff would have more information to share as soon as they complete the Program's training. Council Member Ward confirmed with Ms. Hon that Program funding would be available for individuals. The two then discussed their hope that the HRAP would become an annual offering.

Council Member Crabill and Ms. Hon discussed how the HRAP was a two-year program with a total \$350,000 to be awarded. He then asked whether the HRAP funding was more or less than the funding received from the SFR and the HAP. Ms. Hon stated the SFR and the HAP were on different cycles and that staff would need to review City records to know.

Council Member Boelen confirmed with Ms. Hon that the proposed amount was available above and beyond the previously allotted American Rescue Plan Act ("ARPA") funds. Council Member Boelen noted the significant amount of funds available and expressed her support.

Council Member Ward made a motion, seconded by Council Member Emig, to approve the Resolution as presented.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried.

Regular Agenda

The following item was presented:

Item 8.A. Presentation of the Fiscal Year 2024 Budget Update 2, as requested by the Finance Department.

Deputy City Manager Tyus explained the presentation was the second budget update.

Scott Rathbun, Finance Director, addressed Council and recapped the Fiscal Year ("FY") 2024 budget highlights. He noted the FY 2024 budget included a \$2M Arena budget managed by the Arts & Entertainment Department. He compared the FY 2024 Budget growth review over eight years. He then compared the FY 2023 and FY 2024 major tax revenues, and general fund revenues, highlighting adjustments from the previous presentation. Mr. Rathbun then presented FY 2024 anticipated expenses, noting the focus on recruiting, and retaining employees, as well as explaining the changes for each expense category. He discussed revenues by category highlighting key changes and explained that the Finance Department continuously sought ways to better use funds. He concluded with a list of steps to approve the budget and where the community could find the presentation on the City's website.

Council Member Crabill clarified with Mr. Rathbun that it was projected that major tax revenues would be over budget by \$13M for FY 2023 and \$5M for FY 2024. Council Member Crabill noted public safety departments and capital projects as FY 2024 funding priorities.

Council Member Ward highlighted the 43% increase for asphalt and concrete capital improvement projects. She then discussed with Mr. Rathbun how the IHDA program changes affected the budget.

Council Member Boelen confirmed the subsidy from the General Fund to the Arena as \$3M with Mr. Rathbun. She noted that seven additional staff members would be hired specifically for the Arena and asked how costs compared to costs under the VenuWorks contract. Mr. Rathbun explained that the total compensation was still less than the cost of the VenuWorks contract. The two then discussed debt and where to find the debt schedule in the budget book. Council Member Boelen asked for additional information on the amounts budgeted for O'Neil Pool and Mr. Rathbun provided additional information.

Council Member Emig expressed support for additional staff members at the Arena and Bloomington Center for Performing Arts. She then discussed the opportunity to further promote resident programs within the community.

Council Member Montney asked for follow up on commodity pricing of asphalt and how inflation would affect the number of miles that could be repaired. Deputy City Manager Tyus responded that the City was completing four times the amount spent on roads in 2016.

Finance Director's Report

Scott Rathbun, Finance Director, addressed Council. He discussed major tax revenues for Fiscal Year 2023 and compared year-to-date figures to variances from prior years. He then presented General Fund Revenues and Expenditures and the Enterprise Funds, highlighting significant changes. He ended by reminding the community where to locate the presentations on the City's website.

Council Member Walch commented to the increase in salary expenditures and asked for additional information. Mr. Rathbun explained the City had hired around 20 individuals.

Council Member Urban and Mr. Rathbun discussed sales tax figures and how staff took the State's reporting delay into account when preparing the Report.

Council Member Ward asked for a continuous update on the number of open positions, what they were, and the department they belonged to.

City Manager's Discussion

Deputy City Manager Tyus discussed multiple upcoming events in Downtown. He then responded to Council Member Ward's question regarding the number of positions posted by the City reporting that 13 jobs were currently posted not taking into account the number of positions the Fire and Police Departments were down.

Mayor's Discussion

Mayor Mwilambwe commented on the upcoming OneVoice Conference he planned to attend in Washington, D.C. and thanked the individuals that would also attend.

Council Member's Discussion

Council Member Crabill noted the City would have a Job Fair on March 7, 2023. Deputy City Manager Tyus confirmed the event was for the Parks & Recreation Department.

Council Member Boelen discussed a Nicor project in Ward 7 that affected the portion of Washington St. that remained closed, and shared she had visited the site and was impressed by all that was going on to better improve the area. Deputy City Manager Tyus commented that staff anticipated Washington St. to reopen by the Summer of 2023.

Executive Session

No Executive Session was had.

Adjournment

Council Member Montney made a motion, seconded by Council Member Ward, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

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

Motion carried (viva voce).

The meeting adjourned at 7:21 p.m.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve Bills and Payroll in the Amount of \$7,574,355.96, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$7,574,355.96 (Payroll total \$2,783,608.89, Accounts Payable total \$4,343,285.82, Bank Transfers total \$447,461.25).

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Joshua Moreland, Support Staff V

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
3/10/2023	\$ 2,245,380.08	\$ 538,228.81	\$ 2,783,608.89

Off Cycle Adjustments

	PAYROLL TOTAL	\$ 2,783,608.89
--	----------------------	------------------------

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
3/27/2023	AP General	\$ 2,289,140.49
	AP JMScott	
3/27/2023	AP Comm Devel	\$ 35,674.60
	AP IHDA	
3/27/2023	AP Library	\$ 1,841,314.61
	AP MFT	
3/9/23-3/21/23	Out of Cycle	\$ 177,156.12
2/2/23-3/16/23	AP Bank Transfers	\$ 447,461.25
	AP TOTAL	\$ 4,790,747.07

PCARDS

Date Range

	PCARD TOTAL
--	--------------------

	GRAND TOTAL	\$ 7,574,355.96
--	--------------------	------------------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Purchase of HP Elite Mini Desktops and HP EliteBook Laptops through HP Inc. for a total of \$125,897.50, as requested by the Information Technology Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The Information Technology ("IT") Department is seeking to upgrade existing computer systems, which consist of outdated desktops and laptops, that are no longer able to maintain their reliability and performance or are no longer supported. Due to several reasons, including supply chain issues, the IT Department has been limited to reactive equipment replacement by only being able to replace computer devices that were required.

Many of the current devices are over five years old and are no longer capable of meeting the demands of the organization. They frequently crash and freeze, leading to lost work and decreased productivity. Additionally, outdated hardware makes it difficult to run current software applications and programs, which limit the organization's ability to keep up with security requirements and best practices. The new equipment will be utilized by staff members in both operational and service departments.

Overall, the procurement of new desktop and laptop computers is a necessary investment that will enable the City of Bloomington to improve productivity, enhance collaboration, and better serve its constituents. The IT Department strives for a more proactive approach to computer equipment replacement based on depreciation, performance, and reliability to achieve these objectives.

This purchase is utilizing the NASPO (National Association of State Procurement Officials) cooperative purchasing program, contract #MNWNC-115, exp. 7/31/2023. The City has used NASPO for several hardware and software purchases. This contract is competitively bid and awarded to vendors, providing public agencies with access to a wide range of hardware, software, while also ensuring that we receive the best possible pricing and terms. In addition, using a pre-negotiated contract eliminates the need for a lengthy bidding process, allowing us to quickly and efficiently purchase the goods and services we need.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase HP Elite Mini Desktops and HP EliteBook Laptops through HP Inc. for a total of \$125,897.50. Funds are included in the FY 2023 budget under the Information Technology-Office Supplies account (10011610-71010). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund) on page 164.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Megan Horath, Administrative Assistant

ATTACHMENTS:

[IT 1B Quote 1_Redacted](#)

[IT 1C Quote 2_Redacted](#)

[IT 1D Original Fully Executed Contract 2015_Redacted](#)

[IT 1E Contract Extension to 7-31-2023_Redacted](#)

March 13, 2023 4:54:11 PM

CITY OF BLOOMINGTON
109 E Olive St
BLOOMINGTON, IL 61701-5217

Dear Craig McBeath,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: STANDARD TERMS SLED CUSTOMER [LIST PRICE] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

All Purchase Orders need to be made out to HP Inc. or HP with the Ordering address referenced below.

The Purchase Order should include the Contract Number in the body of the Purchase Order. Please also be sure to include a copy of the quote, email address, the ship to location or drop ship locations, delivery date requirements and any other special information and if applicable, the HP Authorized Reseller Agent name or authorization number for the HP Agent providing you with support.

Orders should be either Faxed to 800-825-2329, emailed to ORDERS-PROCESSING-USA@hp.com.

If you are faxing or emailing this order a sample Purchase Order Document can be downloaded that gives guidance on what is required to place an order with HP. [Click here to download the sample Purchase Order](#)

Ordering address:

HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728

Information & Details

Organization name: City of Bloomington
Catalog name: STANDARD TERMS SLED CUSTOMER [LIST PRICE]
Created by: pselect0001
Partner Agent ID: [REDACTED]
Name: PTC Select
Email: cmcbeath@cityblm.org
Phone: 309-434-2257
Email notification: purchasing@ptcselet.com
Created: March 13, 2023 4:54:11 PM
Expires: April 12, 2023 4:54:11 PM
Payment method:
Quote total: USD 64,000.00

Billing Information

OM ID: [REDACTED]
Company: CITY OF BLOOMINGTON
Address:
109 E Olive St
City : BLOOMINGTON
State/Province: Illinois
Zip/postal code: 61701-5217
Country: US
Attention to: Craig McBeath
Email:
Phone:
Fax:

Shipping Information

Company: City of Bloomington
Address:
115 E Washington Street
Suite 301
City: Bloomington
State/Province: Illinois
Zip/postal code: 61701
Country: US
Attention to: Craig McBeath
Email: cmcbeath@cityblm.org
Phone: 309-434-2257
Fax:
Requested Delivery date:
Shipping options:
Shipping method: Ship Partial - Ship Items as they become available

Comments:**Invoice instructions:****Shipping instructions:****Quote Summary**

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
68S67UT#ABA	HP Elite Mini 800 G9 i512500T 16GB/512PC Operating system - Windows 11 Pro (preinstalled with Windows 10 Pro Downgrade) Memory - 16 GB DDR5-4800 MHz RAM (1 x 16 GB) Internal Storage - 512 GB PCIe® NVMe™ TLC SSD Ecolabels - EPEAT® registered Form factor - Mini		80	USD 800.00 USD 1,169.00 Special price valid until 04/30/2023	USD 64,000.00

Special pricing code: 44259664

Subtotal	USD 64,000.00
Estimated Total	USD 64,000.00

Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to



Hp 800 G9 Mini

obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.



Copy of City of Bloomington
860G9_4552395_V1

March 13, 2023 4:52:16 PM

CITY OF BLOOMINGTON
PO BOX 3157
BLOOMINGTON, IL 61702-3157

Dear Craig McBeath,

Thank you for your recent interest in HP Public Sector Sales. Attached is the price quotation you requested.

Please reference this contract: IL - IL LEARNING TECH PURCHASE PGRM (NASPO VP PC) [MNNVP-133-ILTPP] when placing this order. The terms and conditions of this contract will apply to any order placed as a result of this inquiry; no other terms or conditions shall apply.

If you should have questions regarding this quotation or need any other assistance, please contact your Inside Account Representative

Orders can be placed electronically at www.hp.com/buy/pshp2b. You can place this order by searching for the HP Customer Quote ID displayed above and simply check out.

Should you choose this order can also be Faxed to 800-825-2329 or emailed to ORDERS-PROCESSING-USA@hp.com.

If you are faxing or emailing this order a sample Purchase Order Document can be downloaded that gives guidance on what is required to place an order with HP. [Click here to download the sample Purchase Order](#)

All orders not placed electronically need to be made out to HP Inc. or HP with the Ordering address referenced below.

The Purchase Order should include the Contract Number in the body of the Purchase Order. Please also be sure to include a copy of the quote, email address, the ship to location or drop ship locations, delivery date requirements and any other special information and if applicable, the HP Authorized Reseller Agent name or authorization number for the HP Agent providing you with support.

Ordering address:
HP INC.
Attn: Public Sector Sales
3800 Quick Hill Road
Bldg 2, Suite 100
Austin, TX 78728



Copy of City of Bloomington 860G9_4552395_V1

Page 2 of 3

HP Customer Quote 4886823
Contract Number: IL - IL LEARNING TECH PURCHASE PGRM
(NASPO VP PC) [MNNVP-133-ILTPP]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO
NOT SHARE

Information & Details

Organization name: City of Bloomington
Catalog name: IL - IL LEARNING TECH PURCHASE
PGRM (NASPO VP PC) [MNNVP-133-ILTPP]
Created by: pselect0001
Partner Agent ID: [REDACTED]
Name: PTC Select
Email: cmcbeath@cityblm.org
Phone: 309-434-2257
Email notification: bdaymude@ptcselect.com
Created: March 13, 2023 4:52:16 PM
Expires: April 12, 2023 4:52:16 PM
Payment method:
Quote total: USD 61,897.50

Billing Information

OM ID: [REDACTED]
Company: CITY OF BLOOMINGTON
Address:
PO BOX 3157
City : BLOOMINGTON
State/Province: Illinois
Zip/postal code: 61702-3157
Country: US
Attention to: Craig McBeath
Email:
Phone:
Fax:

Shipping Information

Company: City of Bloomington
Address:
115 E. Washington Street Suite 301
City: Bloomington
State/Province: Illinois
Zip/postal code: 61701
Country: US
Attention to: Craig McBeath
Email: cmcbeath@cityblm.org
Phone: 309-434-2257
Fax:
Requested Delivery date:
Shipping options:
Shipping method: Ship Partial - Ship Items as they
become available

Comments:

Invoice instructions:

Shipping instructions:

Quote Summary

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
	Configurable HP EliteBook 860 G9 IDS Reference Model: 35319031 Configuration: 36062707		45	USD 1,375.50 USD 2,351.34 Special price valid until 04/30/2023	USD 61,897.50
4C149AV	HP IDS UMA i5-1250P 860 G9 Base NB PC		1		
4C186AV	Standard Packaging		1		
4SS11AV#ABA	OS Localization		1		
4X7Y5AV	Windows 11 Pro 64 Downgrade Win 10 Pro 64		1		
4C161AV	Dual AryMic 5MP USB2 NFOV Integrated Camera		1		
4C169AV	16.0 inch AG WUXGA (1920x1200) LED UWVA 250 for WWAN f5MP bnt LCD Panel		1		
4C1B0AV	16GB (1x16GB) DDR5 4800 SODIMM Memory		1		
4C1C4AV	512GB PCIe-4x4 NVMe TLC Solid State Drive		1		
4C180AV	No Near Field Communication (No NFC)		1		
4C1C7AV	Intel AX211 Wi-Fi 6E 160 MHz +Bluetooth 5.3 WW WLAN		1		
4C1D2AV	Intel XMM 7560 R+ LTE-Advanced Pro WWAN		1		
4C1B7AV	Fingerprint Sensor		1		
4C181AV	No SmartCard Reader		1		
4C144AV	Long Life 51Whr Fast Charge 3 cell Battery		1		
4C141AV	65 Watt nPFC Slim USB-C Straight AC Adapter		1		
4C1H5AV#ABA	C5 1.0m Sticker Premium Power Cord		1		



Copy of City of Bloomington 860G9_4552395_V1

Page 3 of 3

HP Customer Quote 4886823
Contract Number: IL - IL LEARNING TECH PURCHASE PGRM
(NASPO VP PC) [MNNVP-133-ILTPP]
HP PROPRIETARY INFORMATION FOR CUSTOMER USE ONLY. DO
NOT SHARE

Product #	Product Description	MFG#:	Qty	Unit Price	Total Price
4N738AV	HP Tamper Lock Permanent Disable		1		
4C1H0AV#ABA	1/1/0 Warranty		1		
X9H42AV	No vPro AMT supported		1		
4C1G9AV#ABA	Country Localization		1		
4C1H9AV#ABA	Clickpad Backlit num kypd spill-resistant Premium Keyboard		1		
52Y66AV	Wolf Grey Security Unit Label Not In Use		1		
2E0U2AV	InTile Disabled		1		
3E755AV	Electronic TCO Certified labeling		1		
1Y629AV	Electronic Energy Star labeling (EStar)		1		
4W1K2AV	Core i5 sz3 G12 Label		1		
U7875E	HP 4 year Next Business Day Onsite Notebook Hardware Support		1		

Special pricing code: 44259664

Subtotal

USD 61,897.50

Estimated Total

USD 61,897.50

Unless our contract prohibits it, (a) prices are valid for 30 days from quote date and/or (b) HP may change prices or discounts and reissue quotes immediately if there are increases in costs, tariffs, or other changes outside HP's control.

If the bill to company and address you wish to use is not present at the time of check out please enter it in the "Shipping Instructions" box. The order management team will make sure it is billed to the correct location.

Components of Configurable systems may not be ordered separately. Reference Model ID's and Configuration ID's are not part numbers, they are reference descriptions to your specific configuration.

If you are submitting a hard copy purchase order, please include a printed copy of this quote with your purchase order.

If you place an order for a product that was incorrectly priced, we will cancel your order and credit you for any charges. In the event that we inadvertently shipped an order based on a pricing error, we will issue a revised invoice to you for the correct price and contact you to obtain your authorization for the additional charge, or assist you with the return of the product, if payment was not already made. If payment was already made, HP will work with the agency to correct the invoice. If the pricing error results in an overcharge to you, HP will credit your account for the amount overcharged.



STATE OF MINNESOTA
Materials Management Division
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

WITH

Hewlett Packard Company

FOR

COMPUTER EQUIPMENT: (Desktops, Laptops, Tablets, Servers, and Storage including Related Peripherals & Services)

To: Hewlett-Packard Company
3000 Hanover Street
Palo Alto, CA 94304

CONTRACT NO:

MNWNC-115

Contract Vendor Administrator:
Debra Lee
Email: debra.lee@hp.com
Phone: 847.537.0344

CONTRACT PERIOD:

April 1, 2015, or upon final
executed signatures,
whichever is later

Through

March 31, 2017

EXTENSION OPTION:

UP TO 36 MONTHS

You are hereby notified that your response to our solicitation, which opened January 31, 2014, is accepted. The following documents, in order of precedence, are incorporated herein by reference and constitute the entire Contract between you and the State: 1. A Participating Entity's Participating Addendum ("PA") A Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with the Contract Vendor under the Terms of Minnesota WSCA-NASPO Master Agreement.; 2. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions); 3. The Solicitation; and 4. the Contract Vendor's response to the Solicitation. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

1. HEWLETT-PACKARD COMPANY

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Signature

Printed Name

Matthew C. Keck

Title: _____

Senior Counsel

Date: _____

2/12/15

By: _____

Signature

Printed Name

Title: _____

Date: _____

2. MINNESOTA MATERIALS MANAGEMENT DIVISION

In accordance with Minn. Stat. § 16C.03, subd. 3

By: _____

Title: Master Agreement Administrator

Date: _____

2/17/15

3. MINNESOTA COMMISSIONER OF ADMINISTRATION

Or delegated representative.

By: _____

Date: _____

Original signed

FEB 26 2015

By Lucas J. Jannett



**COMPUTER EQUIPMENT
2014-2019**



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD
TABLE OF CONTENTS

TABLE OF CONTENTS2

SUMMARY3

EXHIBIT A - TERMS & CONDITIONS5

EXHIBIT B - PRICING23

EXHIBIT B - PRICING SCHEDULE25

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)26

EXHIBIT D - WEBSITE27

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)28

EXHIBIT F - REPORTING30

EXHIBIT G - DEFINITIONS31



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD SUMMARY

1. **BACKGROUND.** The State of Minnesota, Department of Administration, Materials Management Division publicly posted a Request for Proposal on behalf of the State of Minnesota and WSCA-NASPO Cooperative Procurement Program ("WSCA-NASPO") resulting in a Master Agreement Award. After evaluation by a multi-state sourcing team the solicitation resulted in this Minnesota WSCA-NASPO Master Agreements with qualified manufacturers for **Computer Equipment (Desktops, Laptops, Tablets, Servers, and Storage including related Peripherals & Services).**

The original solicitation contains the requirements and definitions establishing the following Product Bands allowed on the Master Agreement. The configuration limits and restrictions for this Master Agreement are provided below. Participating Entities may revise these in their Participating Addendum. **Bands awarded are identified below:**

Band 1: Desktop	Band 3: Tablet	Band 5: Storage
Band 2: Laptop	Band 4: Server	

The original solicitation included Band 6: Ruggedized. This band has been removed and ruggedized equipment will be allowed in Bands 1-5. The original solicitation and responses may be found on the WSCA-NASPO Website.

2. **EFFECTIVE DATE.** The Master Agreement contract term will begin on April 1, 2015, or upon final executed signatures, whichever is later, through March 31, 2017, with the option to extend up to 36 months, upon agreement by both parties. Contract Sales may not begin until the Website, Product and Service Schedule and third party products have been approved by the Master Agreement Administrator.
3. **PARTICIPATION.** All authorized governmental entities in any State are welcome to use the resulting Master Agreements through WSCA-NASPO with the approval of the State Chief Procurement Official. Contract Vendors are able to sign Participating Addendums (PA) at the option of Participating States. Participating States reserve the right to add State specific terms and conditions and modify the scope of the contract in their Participating Addendum as allowed by the Master Agreement.
4. **CONFIGURATION DOLLAR LIMITS.** The following configuration limits apply to the Master Agreement. Participating States may define their configuration limits in their participating addendum. The Participating State's Chief Procurement Official may increase or decrease the configuration limits, as defined in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

The dollar limits identified below are based on a **SINGLE** computer configuration. This is **NOT** a restriction on the purchase of multiple configurations (e.g. an entity could purchase 10 laptops @ \$10,000 for a total purchase price of \$100,000).

ITEM	CONFIGURATION*
Server	\$500,000
Storage	\$500,000
Desktops	\$ 10,000
Laptops	\$ 10,000
Tablets	\$ 5,000
Peripherals	\$ 5,000
Services	Addressed by each State in participating addendum

* Configuration is defined as the combination of hardware and software components that make up the total functioning system. Software purchases are considered a part of the configuration limit of the equipment.

5. **RESTRICTIONS.** The following restrictions apply to the Master Agreement. A Participating State may set further restrictions of products in their Participating Addendum. The Participating State will determine with the Contract Vendor how to approve these modifications to the State's Product and Service Schedule.

a. Software

1. Software is restricted to operating systems and commercial off-the-shelf (COTS) software and is subject to equipment configuration limits.
2. Software is an option which must be related to the procurement of equipment.
3. Software must be pre-loaded or provided as an electronic link with the initial purchase of equipment.
4. Software such as middleware which is not always installed on the equipment, but is related to storage and server equipment (Band 4&5) purchased, is allowed and may be procured after the initial purchase of equipment.

b. Services

1. Services must be related to the procurement of equipment.
2. Service limits will be addressed by each State.
3. Wireless phone and internet service is not allowed.
4. Cloud Services including acquisitions structured as managed on-site services are not allowed.
5. Managed Print Services are not allowed.

c. Third Party Products.

1. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
2. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.

d. Additional Product/Services

1. Hardware and software required to solely support wide area network (WAN) operation and management are not allowed.
2. Lease/Rentals of equipment may be allowed and will be addressed by each State.
3. Cellular Phone Equipment is not allowed.
4. EPEAT Bronze requirement may be waived, on a State case by case basis, if approved by the State's Chief Procurement Officer.

6. **PARTNER UTILIZATION:** Each state represented by WSCA-NASPO that chooses to participate in this Master Agreement independently has the option of utilizing partners. Only partners approved by the Participating State may be deployed. The participating State will define the process to add and remove partners in their participating addendum.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT A - TERMS & CONDITIONS

MASTER AGREEMENT TERMS AND CONDITIONS

A. GENERAL TERMS, CONDITIONS & INSTRUCTIONS

1. **ACCEPTANCE OF TERMS AND CONDITIONS.** The contents of the RFP and the response of the successful responder will become Master Agreement contractual obligations, along with the final Master Agreement, if acquisition action ensues. A statement of acceptance of the proposed Contract Terms and Conditions, unless taken exception to, as specified in the RFP must be included in the response. Any suggestions for alternate language shall be presented. The Lead State is under no obligation to accept wording changes submitted by the responder. The Lead State is solely responsible for rendering decisions in matters of interpretation on all terms and conditions. Any response which fails to comply with this requirement may be disqualified as nonresponsive.

All general proposal terms, specifications and WSCA-NASPO Terms & Conditions form a part of this RFP and will apply to any Master Agreements entered into as a result thereof.

2. **CONFLICT OF TERMS/ORDER OF PRECEDENCE:**

- a. A Participating Entity's Participating Addendum ("PA");
- b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms & Conditions)
- c. The Solicitation including all Addendums; and
- d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to the Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **ADDENDA TO THE RFP.** Any addendum issued will become a part of the RFP. The Lead State may modify or clarify the RFP by issuing one or more addenda to all parties who have received the RFP. Each responder must follow the directions on the addendum. Addenda will be numbered consecutively in the order they are issued.
4. **AWARD.** The award of this solicitation will be based upon the total accumulated points as established in the RFP, for separate items, by grouping items, or by total lot, and where at its sole discretion the Lead State believes it will receive the best value. The Lead State reserves the right to award this solicitation to a single responder, or to multiple responders, whichever is in the best interest of the Lead State. It is the State's intent to award to multiple responders. The Lead State reserves the right to accept all or part of an offer, to reject all offers, to cancel the solicitation, or to re-issue the solicitation, whichever is in the best interest of the Lead State.

The Sourcing Team will make a recommendation on the award of this RFP. The commissioner of Administration or designee may accept or reject the recommendation of the Sourcing Team. The final award decision will be made by the Commissioner of Administration and the WSCA-NASPO Management Board.

5. **CLARIFICATION.** If a responder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the RFP, the responder shall immediately notify the Acquisition Management Specialist in writing, as

specified in the introduction, of such error and request modification or clarification of the document. This notification is due no later than seven calendar days prior to the proposal due date and time.

Responders are cautioned that any activity or communication with a State employee or officer, or a member of the Evaluation Team, regarding this Solicitation's contents or process, is strictly prohibited and may, as a result, have its response rejected. Any communication regarding this Solicitation, its content or process, must be directed to the Acquisition Management Specialist listed in the Solicitation documents.

- 6. COMPLETION OF RESPONSES.** A response may be rejected if it is conditional or incomplete. Responses that contain conflicting, false, or misleading statements or that provide references that contradict or do not support an attribute or condition stated by the responder, may be rejected.
- 7. MASTER AGREEMENT ADMINISTRATOR.** The Master Agreement Administrator designated by WSCA-NASPO and the State of Minnesota, Department of Administration is: Susan Kahle. Direct all correspondence and inquiries, legal questions, general issues, or technical issues regarding this RFP to:

Susan Kahle
Acquisition Management Specialist
Department of Administration
Materials Management Division
50 Sherburne Avenue
112 Administration Building
St. Paul, MN 55155

Fax: 651.297.3996
E-mail: susan.kahle@state.mn.us

- 8. DISPOSITION OF DATA SUBMITTED BY CONTRACT VENDOR .** All materials submitted in response to this RFP will become property of the Lead State and will become public record after the evaluation process is completed. The evaluation process is complete when negotiations with the selected vendors are final.

By executing this Contract, the Contract Vendor certifies and agrees that all information provided in the Contract and in response to the solicitation will be made public in accordance with the solicitation and that no information has been designated Trade Secret pursuant to the Minnesota Government Data Practices Act.

If the Contract Vendor submits information after execution of this Contract that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Contract Vendor must:

- clearly mark all trade secret materials at the time the information is submitted;
- include a statement with regard to the information justifying the trade secret designation for each item; and,
- defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the Lead State, its agents and employees, from any judgments awarded against the Lead State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the Lead State's award of a Master Agreement. In submitting a response to the RFP, the responder agrees that this indemnification survives as long as the trade secret materials are in possession of the Lead State. The Lead State will not consider the prices submitted by the responder to be trade secret materials.

- 9. DISPUTE RESOLUTION PROCEDURES.** Any issue a responder has with the RFP document, which includes, but is not limited to, the terms, conditions, and specifications, must be submitted in writing to and received by the Master Agreement Administrator prior to the opening due date and time. Any issue a responder has with the Master Agreement award must be submitted in writing to the Master Agreement Administrator within five working days from the time the notice of the intent to award is issued. This notice may be made by any of the following methods: notification by letter, fax or email, or posted on the Materials Management website, www.mmd.admin.state.mn.us. The Lead State will respond to any protest received that follows the above procedure. For those protests that meet the above submission requirements, the appeal process is, in sequence: The responsible Master Agreement Administrator, the Materials Management Division (MMD) Assistant Director, and the MMD Director.

- 10. ELECTRONIC FILES TO DOWNLOAD, COMPLETE, AND RETURN.** Responders must download a Word/Excel document.

- 11. ENTIRE AGREEMENT.** A written Master Agreement (including the contents of this RFP and selected portions of Contract Vendor's response incorporated therein by reference) and any written addenda thereto constitute the entire agreement of the parties to the Master Agreement.

12. IRREVOCABLE OFFER. In accordance with this Request for Proposal, and subject to all conditions thereof, the undersigned agrees that its response to this RFP, or any part thereof, is an irrevocable offer for 180 days following the submission deadline date unless stated otherwise in the RFP. It is understood and agreed that the response, or any part thereof, when accepted by the appropriate department and State officials in writing, may become part of a legal and binding Master Agreement between the undersigned vendor and the State of Minnesota.

13. MATERIAL DEVIATION. A responder shall be presumed to be in agreement with these terms and conditions unless it takes specific exception to one or more of the conditions. Submission by the responder of its proposed language shall not be viewed as an exception unless the responder specifically states in the response that its proposed changes are intended to supersede the terms and conditions.

RESPONDERS ARE CAUTIONED THAT BY TAKING ANY EXCEPTION THEY MAY BE MATERIALLY DEVIATING FROM THE REQUEST FOR PROPOSAL. IF A RESPONDER MATERIALLY DEVIATES FROM THE GENERAL TERMS, CONDITIONS AND INSTRUCTIONS OR THE WSCA-NASPO TERMS AND CONDITIONS AND/OR SPECIFICATIONS, ITS RESPONSE MAY BE REJECTED.

A material deviation is an exception to the Request for Proposal general or WSCA-NASPO terms and conditions and/or specifications that:

- a. gives the responder taking the exception a competitive advantage over other vendors; or,
- b. gives the Lead State something significantly different from that which the Lead State requested.

14. NONRESPONSIVE RESPONSES. Responses that do not comply with the provisions in the RFP may be considered nonresponsive and may be rejected.

15. NOTICES. If one party is required to give notice to the other under the Master Agreement, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices to the Lead State shall be addressed as follows:

STATE OF MINNESOTA:

MN WSCA-NASPO COMPUTER EQUIPMENT CONTRACT ADMINISTRATOR
112 Administration Bldg.
50 Sherburne Avenue
St. Paul, MN 55155
651-296-2600

MASTER AGREEMENT TERMS AND CONDITIONS

B. WSCA-NASPO TERMS AND CONDITIONS

1. **ADMINISTRATIVE FEES.** The Contract Vendor shall pay a WSCA-NASPO Administrative Fee of one-tenth of one percent (0.1% or 0.001) in accordance with the Terms and Conditions of the Master Agreement no later than 60 days following the end of each calendar quarter. The WSCA-NASPO Administrative Fee shall be submitted quarterly and is based on sales of products and services (less any charges for taxes or shipping). The WSCA-NASPO Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

Additionally, some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contract Vendor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements may not affect the WSCA-NASPO Administrative Fee or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

2. **AGREEMENT ORDER OF PRECEDENCE.** The Master Agreement shall consist of the following documents:
 - a. A Participating Entity's Participating Addendum ("PA");
 - b. Minnesota WSCA-NASPO Master Agreement (includes negotiated Terms and Conditions)
 - c. The Solicitation including all addendums; and
 - d. Contract Vendor's response to the Solicitation

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contract Vendor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment. No other terms and conditions shall apply, including terms and conditions listed in the Contract Vendor's response to the Solicitation, or terms listed or referenced on the Contract Vendor's website, in the Contract Vendor quotation/sales order or in similar documents subsequently provided by the Contract Vendor. The solicitation language prevails unless a mutually agreed exception has been negotiated.

3. **AMENDMENTS.** The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Master Agreement Administrator.
4. **ASSIGNMENT OF ANTITRUST RIGHTS.** NEGOTIATED. Contract Vendor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contract Vendor now has or which may accrue to the Contract Vendor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contract Vendor for the purpose of carrying out the Contract Vendor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action to the extent the assignment is necessary for the Participating Entity to overcome Federal or State's bar on indirect purchases.
5. **ASSIGNMENT/SUBCONTRACT.** NEGOTIATED Contract Vendor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the WSCA-NASPO Master Agreement Administrator.

Lead State, or Participating Entity, shall not assign, delegate or otherwise transfer all or any part of this Agreement without prior written consent from Contractor, except for assignment or delegation to a Participating Entity State agency or eligible Purchasing Entity.

6. **CANCELLATION.** Unless otherwise stated in the terms and conditions, any Master Agreement may be canceled by either party upon 60 days' notice, in writing, prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation or in the applicable Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Participating Entity to indemnification by the Contract Vendor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the Master Agreement due to Contract Vendor default may be immediate if defaults cannot be reasonably cured as allowed per Default and Remedies term.

7. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF. NEGOTIATED

7.1 Confidentiality. Contract Vendor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contract Vendor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contract Vendor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contract Vendor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contract Vendor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractor of Contract Vendor who can be shown to have had no access to the Confidential Information

7.2 Non-Disclosure. Contract Vendor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contract Vendor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contract Vendor shall advise Participating Entity immediately if Contract Vendor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contract Vendor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contract Vendor against any such person. Except as directed by Participating Entity, Contract Vendor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contract Vendor shall turn over to Participating Entity all documents, papers, and other matter in Contract Vendor's possession that embody Confidential Information. Notwithstanding the foregoing, Contract Vendor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

7.3 Injunctive Relief. Contract Vendor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contract Vendor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

7.4 Contractor Information. Contractor information exchanged under this Agreement will be treated as confidential if identified and labeled as such at disclosure and if the circumstances of disclosure would reasonably indicate such treatment to the extent it is protected from disclosure under governing law. Confidential information may only be used for the purpose of fulfilling obligations or exercising rights under this Agreement, and shared with employees, agents (including WSCA-NASPO Cooperative Purchasing Organization LLC) or contractors with a need to know such information to support that purpose. Confidential information will be protected using a reasonable degree of care to prevent unauthorized use or disclosure for three (3) years from the date of receipt or (if longer) for such period as the information remains confidential. These obligations do not cover information that: i) was known or becomes known to the receiving party without obligation of confidentiality; ii) is independently developed by the receiving party; or iii) where disclosure is required by law or a governmental agency. Contractor acknowledges that pricing, reported usage, and other provisions of this Agreement that describe the products and services available under the master agreement may be made publicly available by WSCA-NASPO to promote use of the Agreement and shall not be considered Confidential information.

7.5. Personal Information. Each party shall comply with their respective obligations under applicable data protection legislation. Contractor does not intend to have access to personally identifiable information ("PII") of Participating Entity in providing services. To the extent Contractor has access to Participating Entity PII stored on a system or device of Participating Entity, such access will likely be incidental and Participating Entity will remain the data controller of Participating Entity PII at all times. Contractor will use any PII to which it has access strictly for purposes of delivering the services ordered.

7.6 Participating Entity is agreeing to the above language to the extent is not in conflict with Participating Entities public disclosure laws.

8. **DEBARMENT.** The Contract Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (Master Agreement) by any governmental department or agency. If the Contract Vendor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

In any order against this Master Agreement for a requirement established by a Purchasing Entity that discloses the use of federal funding, to the extent another form of certification is not required by a Participating Addendum or the order of the Purchasing Entity, the Contractor's quote represents a recertification consistent with the terms of paragraph 8, Section 2D, Minnesota Terms and Conditions

9. **DEFAULTS & REMEDIES. NEGOTIATED.**

- a. The occurrence of any of the following events shall be an event of default under this Master Agreement:
 - i. Nonperformance of contractual requirements; or
 - ii. A material breach of any term or condition of this Master Agreement; or
 - iii. Any representation or warranty by Contract Vendor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or
 - iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contract Vendor, or the appointment of a receiver or similar officer for Contract Vendor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - v. Any default specified in another section of this Master Agreement.
 - b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 30 calendar days in which Contract Vendor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contract Vendor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
 - c. If Contract Vendor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contract Vendor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:
 - i. Exercise any remedy provided by law; and
 - ii. Terminate this Master Agreement and any related Master Agreements or portions thereof; and
 - iii. Impose liquidated damages as provided in this Master Agreement; and
 - iv. Suspend Contract Vendor from receiving future bid solicitations; and
 - v. Suspend Contract Vendor's performance; and
 - vi. Withhold payment until the default is remedied.
 - d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.
 - e. Contractor may discontinue performance with any Purchasing Entity if Purchasing Entity fails to pay any undisputed sum due, or with any Participating Entity if after thirty (30) days written notice Participating Entity has not cured any other material failure to perform under this Agreement.
10. **DELIVERY.** Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the Contract Vendor. Additional delivery charges will not be allowed for back orders.
11. **FORCE MAJEURE.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The WSCA-NASPO Master Agreement Administrator may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

12. GOVERNING LAW. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the Master Agreements shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the Master Agreements or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

13. INDEMNIFICATION. DELETED SEE SECTION 2C17

14. INDEMNIFICATION – INTELLECTUAL PROPERTY. DELETED SEE SECTION 2C17

15. INDEPENDENT CONTRACT VENDOR. The Contract Vendor shall be an independent Contract Vendor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

16. INDIVIDUAL CUSTOMER. Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contract Vendor will apply the charges and invoice each Purchasing Entity individually.

17. INSURANCE. NEGOTIATED. Except to the extent modified by a Participating Addendum, Contract Vendor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contract Vendor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, for each of the following categories:

- a. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;
- b. Contract Vendor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

The Contract Vendor is responsible for payment of Contract related premiums on all insurance policies, and deductibles.

Prior to commencement of the work, Contract Vendor shall provide to the Participating Entity a written endorsement to the Contract Vendor's general liability insurance policy that (i) includes the Participating Entity as an additional insured, which endorsement may be met through the use of what is referred to as a "blanket" additional insured endorsement, and (ii) provides that the Contract Vendor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contract Vendor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished, upon request. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at the Lead State Master Agreement Administrator's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contract Vendor's liability and obligations under this Master Agreement.

18. LAWS AND REGULATIONS. NEGOTIATED. Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

If software is licensed to Participating Entity for use in the performance of a US Government prime contract or subcontract, Participating Entity agrees that consistent with FAR 12.211 and 12.212, commercial computer software, documentation and technical data for commercial items are licensed under publisher's standard commercial license.

Products and services provided under these terms are for Participating Entity's internal use and not for further commercialization. Participating Entity is responsible for complying with applicable laws and regulations, including but not limited to, obtaining any required export or import authorizations if Purchasing Entity exports, imports or otherwise transfers products and/or deliverables provided under this Agreement.

19. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. DELETED – SEE SECTION 2B30 FOR REVISED TERM ADDRESSING TITLE OF PRODUCT.

20. NO WAIVER OF SOVEREIGN IMMUNITY. The Lead State, Participating Entity or Purchasing Entity to the extent it applies does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court of the Participating Entity's State.

21. ORDER NUMBERS. NEGOTIATED Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels (if possible), packing slips, invoices, and on all correspondence.

"Order" means the accepted order including any supporting materials which the parties identify as incorporated either by attachment or reference ("Supporting Materials"). Supporting Materials may include (as examples) product lists, hardware or software specifications, standard or negotiated service descriptions, data sheets and their supplements, and statements of work (SOWs), published warranties and service level agreements, and may be available to Participating Entity in hard copy or by accessing a designated Contractor website.

22. PARTICIPANTS. WSCA-NASPO Cooperative Purchasing Organization LLC is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the WSCA/NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states and the District of Columbia. Obligations under this Master Agreement are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award will be permissive.

23. PARTICIPATION OF ENTITIES. Use of specific WSCA-NASPO cooperative Master Agreements by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

24. PAYMENT. NEGOTIATED. Payment for completion of an order under this Master Agreement is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contract Vendor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

Prices are exclusive of taxes, duties, and fees, unless otherwise quoted. If a withholding tax is required by law, the tax will be added and identified on the applicable invoice. Prices include the fee as specified in section 1.

25. PUBLIC INFORMATION. The Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

26. RECORDS ADMINISTRATION AND AUDIT. NEGOTIATED. The disclosure of records in Participating States relating to Participating addenda and orders placed against the Master Agreement shall be governed by the laws of the Participating State and entity who placed the order.

The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity,

a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for an overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein right exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State Master Agreement Administrator to review compliance with those obligations.

Records will be retained longer if required by Participating Entity's law.

Contractor will be advised with reasonable prior written notice of each audit. The parties will work together in good faith to establish an audit process that does not interfere with Contractor's ability to perform its obligations under this Agreement or any other agreement, or compromise any reasonable security processes or procedures. Contractor will provide the auditor with information reasonably required to effect the audit, provided however that Contractor reserves the right to impose limitation or require additional assurances from Customer and its auditor as may be necessary to protect the Confidential Information of Contractor to the extent such limitations and assurances are not in conflict with Participating Entity's governing laws. In no event will Contractor be required to provide Customer or its auditor with access to Contractor's internal costs and resource utilization data, or data related to employees or other customers of Contractor to the extent it's not in conflict with Participating Entity's governing law.

27. REPORTS - SUMMARY AND DETAILED USAGE. In addition to other reports that may be required by this solicitation, the Contract Vendor shall provide the following WSCA-NASPO reports.

- a. **Summary Sales Data.** The Contractor shall submit quarterly sales reports directly to WSCA-NASPO using the WSCA-NASPO Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under the contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than the last day of the month following the end of the calendar quarter (as specified in the reporting tool).
- b. **Detailed Sales Data.** Contract Vendor shall also report detailed sales data by: state; entity/customer type, e.g., local government, higher education, K12, non-profit; Purchasing Entity name; Purchasing Entity bill-to and ship-to locations; Purchasing Entity and Contract Vendor Purchase Order identifier/number(s); Purchase Order Type (e.g., sales order, credit, return, upgrade, determined by industry practices); Purchase Order date; Ship Date; and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State no later than the last day of the month following the end of the reporting period. Reports shall be delivered to the Lead State and to the WSCA-NASPO Cooperative Development Team electronically through email; CD-Rom, jump drive or other electronic matter as determined by the Lead State.

Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in Section 6, Attachment H.

- c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Specific data in relation to sales to employees for personal use to be defined in the final contract award to ensure only public information is reported.
- d. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. ACCEPTANCE AND ACCEPTANCE TESTING. NEGOTIATED.

- a. **Acceptance.** Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) shall determine whether all Products and Services delivered meet the

Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery of non-acceptance of a Product or completion of Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31st day after delivery of Product or completion of Services. This clause shall not be applicable, if acceptance testing and corresponding terms have been mutually agreed to by both parties in writing.

- b. **Acceptance Testing.** The Purchasing Entity (the entity authorized under the terms of any Participating Addendum to place orders under this Master Agreement) and the Contract Vendor shall determine if Acceptance Testing is applicable and/or required for the purchase. The terms in regards to acceptance testing will be negotiated, in writing, as mutually agreed. If Acceptance Testing is NOT applicable, the terms regarding Acceptance in the Contract shall prevail.
- c. **Installation.** If Contractor is providing installation with the product purchase, Contractor's site guidelines (available upon request) will describe the facilities Participating Entity is required to provide. Contractor will conduct its standard installation and test procedures to confirm completion.

29. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contract Vendor or its Product, the Contract Vendor agrees to use its commercially reasonable efforts to restore or assist in restoring the system to operational capacity. The Contract Vendor shall be responsible under this provision to the extent a 'system' is defined at the time of the Order; otherwise the rights of the Purchasing Entity shall be governed by the Warranty.

30. TITLE OF PRODUCT. NEGOTIATED

OWNERSHIP

- a. **Intellectual Property Rights.** No transfer of ownership of any intellectual property will occur under this Agreement. Purchasing Entity grants Contractor a non-exclusive, worldwide, royalty-free right and license to any intellectual property that is necessary for Contractor and its designees to perform the ordered services. If deliverables are created by Contractor specifically for Purchasing Entity and identified as such in Supporting Material, Contractor hereby grants Purchasing Entity a worldwide, non-exclusive, fully paid, royalty-free license to reproduce and use copies of the deliverables internally.
- b. **Title.** Title for hardware products will pass upon delivery to Customer or its designee. Where permitted by law, HP retains a security interest in products sold until full payment is received.

31. WAIVER OF BREACH. Failure of Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State Master Agreement Administrator, Participating Entity, or Purchasing Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, a Participating Addendum, or order.

32. WARRANTY. NEGOTIATED. The warranty provided must be the manufacturers written warranty tied to the product at the time of purchase and must include the following: (a) the Product performs according to the Specifications (b) the Product is suitable for the ordinary purposes for which such Product is used, and, (c) the Product is designed and manufactured in a commercially reasonable manner. Products and services are provided with the standard manufacturer's published warranty, support, and software licensing terms ("Specifications"). Services are performed using generally recognized commercial practices and standards. Customer agrees to provide prompt notice of any service concerns.

For third party products sold by the Contract Vendor that are not Contractor-branded, the Contract Vendor sells the third party products with the manufacturer or publisher's standard warranty, license, and maintenance "AS IS". The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.

Upon breach of the warranty, the Contract Vendor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contract Vendor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contract Vendor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or so ordered by the court.

This Agreement states all remedies for warranty claims. To the extent permitted by law, Contractor disclaims all other warranties.

MASTER AGREEMENT TERMS AND CONDITIONS

C. MINNESOTA TERMS AND CONDITIONS

1. **ACCEPTANCE OF PROPOSAL CONTENT.** The contents of this RFP and selected portions of response of the successful Proposer will become contractual obligations, along with the final Master Agreement, if acquisition action ensues. The Lead State is solely responsible for rendering the decision in matters of interpretation of all terms and conditions.
2. **ACCESSIBILITY STANDARDS.** The State of Minnesota has developed IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Responders must complete the WCAG VPAT form included in the FORMS section of the RFP. The completed VPAT form will be scored based on its compliance with the Accessibility Standards. The requested WCAG VPAT applies to the responder's website to be offered under the Contract. For products offered, VPATS are only to be provided upon request by the participating entity.

Upon request by the participating entity, the responder must make best efforts to provide Voluntary Product Accessibility Templates (VPATS) for all products offered in its response. Click here for link to VPATS for both Section 508 VPAT and WCAG 2.0 VPAT <http://mn.gov/oet/policies-and-standards/accessibility/#>.

3. **ADMINISTRATIVE PERSONNEL CHANGES.** The Contract Vendor must notify the Contract Administrator of changes in the Contract Vendor's key administrative personnel, in advance and in writing. Any employee of the Contract Vendor who, in the opinion of the State of Minnesota, is unacceptable, shall be removed from the project upon written notice to the Contract Vendor. In the event that an employee is removed pursuant to a written request from the Acquisition Management Specialist, the Contract Vendor shall have 10 working days in which to fill the vacancy with an acceptable employee.
4. **AMENDMENT(S).** Master Agreement amendments shall be negotiated by the Lead State with the Contract Vendor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. An approved Master Agreement amendment means one approved by the authorized signatories of the Contract Vendor and the Lead State as required by law.
5. **AMERICANS WITH DISABILITIES ACT (ADA).** DELETED.
6. **AWARD OF RELATED CONTRACTS.** In the event the Lead State undertakes or awards supplemental Contracts for work related to the Master Agreement or any portion thereof, the Contract Vendor shall cooperate fully with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
7. **AWARD OF SUCCESSOR CONTRACTS.** In the event the State undertakes or awards a successor for work related to the Contract or any portion thereof, the current Contract Vendor shall cooperate fully during the transition with all other Contract Vendors and the State in all such cases. All Master Agreements between subcontractors and the Contract Vendor shall include a provision requiring compliance with this section.
8. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION.**
 - a. Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
Instructions for certification:
 1. By signing and submitting this proposal, the prospective lower tier participant [responder] is providing the certification set out below.
 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal [response] is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarred, suspended, ineligible lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverages section of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction [subcontract equal to or exceeding \$25,000] with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of parties excluded from federal procurement and nonprocurement programs.
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- b. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions.
1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
9. **CHANGE REQUESTS. NEGOTIATED.** The Lead State reserves the right to request, during the term of the Master Agreement, changes to the products offered. Products introduced during the term of the Master Agreement shall go through a formal review process. A formal process of changing the Master Agreement shall be developed during the negotiation of the Master Agreement. The Contract Vendor shall evaluate and recommend products for which agencies have an expressed need. The Lead State shall require the Contract Vendor to provide a summary of its research of those products being recommended for inclusion in the Master Agreement as well as defining how adding the product will enhance the Master Agreement. The Lead State may request that products, other than those recommended, are added to the Master Agreement.

In the event that the Lead State desires to add new products and services that are not included in the original Master Agreement, the Lead State requires that independent manufacturers and resellers cooperate with the already

established Contract Vendor in order to meet the Lead State's requirements. Evidence of the need to add products or services should be demonstrated to the Lead State. The Master Agreement shall be modified via supplement or amendment. The Lead State will negotiate the inclusion of the products and services with the Contract Vendor. No products or services will be added to the Master Agreement without the Lead State's prior approval.

Requests to change the scope of services or deliverables, on a per-Order basis, will require a change order signed by the Purchasing Entity and Contractor.

10. **CONFLICT MINERALS.** Contract Vendor must provide information to the public on its website regarding the use of conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>.
11. **COPYRIGHTED MATERIAL WAIVER.** The Lead State reserves the right to use, reproduce and publish proposals in any manner necessary for State agencies and local units of government to access the responses and/or to respond to request for information pursuant to Minnesota Government Data Practices Act, , including but not limited to emailing, photocopying, State Intranet/Internet postings, broadcast faxing, and direct mailing. In the event that the response contains copyrighted or trademarked materials, it is the responder's responsibility to obtain permission for the Lead State to reproduce and publish the information, regardless of whether the responder is the manufacturer or reseller of the products listed in the materials. By signing its response, the responder certifies that it has obtained all necessary approvals for the reproduction and/or distribution of the contents of its response and agrees to indemnify, protect, save and hold the Lead State, its representatives and employees harmless from any and all claims arising from the violation of this section and agrees to pay all legal fees incurred by the Lead State in the defense of any such action.
12. **EFFECTIVE DATE.** Pursuant to Minnesota law, the Master Agreement arising from this RFP shall be effective upon the date of final execution by the Lead State, unless a later date is specified in the Master Agreement.
13. **FOREIGN OUTSOURCING OF WORK.** Upon request, the Contract Vendor is required to provide information regarding the location of where services, data storage and/or location of data processing under the Master Agreement will be performed.
14. **GOVERNMENT DATA PRACTICES.** The Contract Vendor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (and where applicable, if the Lead State contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contract Vendor and all data provided to the Lead State by the Contract Vendor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained, or disseminated by the Contract Vendor in accordance with the Master Agreement that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).

In the event the Contract Vendor receives a request to release the data referred to in this article, the Contract Vendor must immediately notify the Lead State. The Lead State will give the Contract Vendor instructions concerning the release of the data to the requesting party before the data is released. The civil remedies of Minn. Stat. § 13.08, apply to the release of the data by either the Contract Vendor or the Lead State.

The Contract Vendor agrees to indemnify, save, and hold the State of Minnesota, its agent and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation of any provision of the Minnesota Government Data Practices Act (and where applicable, the Rules of Public Access to Records of the Judicial Branch), including legal fees and disbursements paid or incurred to enforce this provision of the Master Agreement. In the event that the Contract Vendor subcontracts any or all of the work to be performed under the Master Agreement, the Contract Vendor shall retain responsibility under the terms of this article for such work.
15. **HAZARDOUS SUBSTANCES.** To the extent that the goods to be supplied by the Contract Vendor contain or may create hazardous substances, harmful physical agents or infectious agents as set forth in applicable State and federal laws and regulations, the Contract Vendor must provide Material Safety Data Sheets regarding those substances. A copy must be included with each delivery.
16. **HUMAN RIGHTS/AFFIRMATIVE ACTION.** The Lead State requires affirmative action compliance by its Contract Vendors in accordance with Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600.

- a. Covered contracts and Contract Vendors. One-time acquisitions, or a contract for a predetermined amount of goods and/or services, where the amount of your response is in excess of \$100,000 requires completion of the Affirmative Action Certification page. If the solicitation is for a contract for an indeterminate amount of goods and/or services, and the State estimated total value of the contract exceeds \$100,000 whether it will be a multiple award contract or not, you must complete the Affirmative Action Certification page. If the contract dollar amount or the State estimated total contract amount exceeds \$100,000 and the Contract Vendor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principal place of business, the Contract Vendor must comply with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600. A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400 to 5000.3600 that had more than 40 full-time employees within Minnesota on a single working day during the previous 12 months must have a certificate of compliance issued by the commissioner of the Department of Human Rights (certificate of compliance). A Contract Vendor covered by Minn. Stat. § 363A.36, subd. 1 that did not have more than 40 full-time employees on a single working day during the previous 12 months within Minnesota but that did have more than 40 full-time employees in the state where it has its principal place of business and that does not have a certificate of compliance must certify that it is in compliance with federal affirmative action requirements.
- b. Minn. Stat. § 363A.36, subd. 1 requires the Contract Vendor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the commissioner of the Department of Human Rights (commissioner) as indicated by a certificate of compliance. Minn. Stat. § 363A.36 addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- c. Minn. R. 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a Contract Vendor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for noncompliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and parts 5000.3552-5000.3559.
- d. Disabled Workers. Minn. R. 5000.3550 provides the Contract Vendor must comply with the following affirmative action requirements for disabled workers.

AFFIRMATIVE ACTION FOR DISABLED WORKERS

- (a) The Contract Vendor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contract Vendor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- (b) The Contract Vendor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (c) In the event of the Contract Vendor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. § 363A.36 and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- (d) The Contract Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contract Vendor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- (e) The Contract Vendor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contract Vendor is bound by the terms of Minn. Stat. § 363A.36 of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.

- e. Consequences. The consequences of a Contract Vendor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the commissioner, refusal by the commissioner to approve subsequent plans, and termination of all or part of the Contract by the commissioner or the State.
- f. Certification. The Contract Vendor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36, subd. 1 and Minn. R. 5000.3400-5000.3600 and is aware of the consequences for noncompliance. It is agreed between the parties that Minn. Stat. 363.36 and Minn. R. 5000.3400 to 5000.3600 are incorporated into any contract between these parties based upon this specification or any modification of it. A copy of Minn. Stat. § 363A.36 and Minn. R. 5000.3400 to 5000.3600 are available upon request from the contracting agency.

17. INDEMNIFICATION. NEGOTIATED. The Contract Vendor shall indemnify, protect, save and hold harmless the Lead State and the Participating Entity, its representatives and employees, from any and all third party claims or causes of action, including all legal fees incurred by the Lead State and the Participating Entity arising from the negligence or willful misconduct in performance of the Master Agreement by the Contract Vendor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contract Vendor may have with the Lead State's and Participating Entity's failure to fulfill its obligations pursuant to the Master Agreement.

If the Participating Entity's laws require approval of a third party to defend Participating Entity, Participating Entity will seek such approval and if approval is not received, Contract Vendor is not required to defend that Participating Entity.

18. INTELLECTUAL PROPERTY INDEMNIFICATION. The Contract Vendor warrants that any Contractor-branded materials or products provided or produced by the Contract Vendor or utilized by the Contract Vendor in the performance of this Master Agreement will not infringe upon or violate any patent, copyright, trade secret, or any other proprietary right of any third party. In the event of any such claim by any third party against the Participating Entity, the Participating Entity shall promptly notify the Contract Vendor. The Contract Vendor, at its own expense, shall indemnify, defend or settle, and hold harmless the Participating Entity against any loss, cost, expense, or liability (including legal fees) arising out of such a claim, whether or not such claim is successful against the Participating Entity.

If such a claim has occurred, or in the Contract Vendor's opinion is likely to occur, the Contract Vendor shall either procure for the Participating Entity the right to continue using the materials or products or replacement or modified materials or products. If an option satisfactory to the Participating Entity is not reasonably available, the Participating Entity shall return the materials or products to the Contract Vendor, upon written request of the Contract Vendor and at the Contract Vendor's expense.

The Contractor has no obligation for any claim of infringement arising from:

- a. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
- b. The Contractor's use of technical information or technology provided by the Purchasing Entity;
- c. Product modifications by the Purchasing Entity or a third party;
- d. Product use prohibited by Specifications or related application notes; or
- e. Product use with Products that are not the Contractor-branded.

19. LIMITATION OF LIABILITY. Contractor will be responsible for damages that Purchasing Entity may incur as a result of purchasing products and services from HP, up to \$10,000,000 (ten million dollars).

Except for unauthorized use of Purchasing Entity's or Contractor's intellectual property, neither Purchasing Entity nor Contractor will be liable for lost revenues or profits, downtime costs, loss or damage to data or indirect, special or consequential costs or damages. Contractor does not limit its liability for death or bodily injury caused by its negligence, acts of fraud, willful repudiation of the agreement, nor any liability which may not be excluded or limited by applicable law.

20. JURISDICTION AND VENUE. This RFP and any ensuing Master Agreement, its amendments and supplements thereto, shall be governed by the laws of the State of Minnesota, USA. Venue for all legal proceedings arising out of the Master Agreement, or breach thereof, shall be in the State or federal court with competent jurisdiction in Ramsey County, Minnesota. By submitting a response to this Request for Proposal, a Responder voluntarily agrees to be subject to the jurisdiction of Minnesota for all proceedings arising out of this RFP, any ensuing Master Agreement, or any breach thereof.

- 21. LAWS AND REGULATIONS.** Any and all services, articles or equipment offered and furnished must comply fully with all local, State and federal laws and regulations, including Minn. Stat. § 181.59 prohibiting discrimination and business registration requirements of the Office of the Minnesota Secretary of State.
- 22. NONVISUAL ACCESS STANDARDS.** Pursuant to Minn. Stat. § 16C.145, the Contract Vendor shall comply with the following nonvisual technology access standards :
- That the effective interactive control and use of the technology, including the operating system applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
 - That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
 - That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
 - That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

These standards do not require the installation of software or peripheral devices used for nonvisual access when the information technology is being used by individuals who are not blind or visually impaired.

- 23. NOTICE TO RESPONDERS.** Pursuant to Minn. Stat. § 270C.65, subd. 3, Contract Vendors are required to provide their Federal Employer Identification Number or Social Security Number. This information may be used in the enforcement of federal and State tax laws. Supplying these numbers could result in action to require a Contract Vendor to file tax returns and pay delinquent tax liabilities. These numbers will be available to federal and State tax authorities and State personnel involved in the payment of State obligations.
- 24. ORGANIZATIONAL CONFLICTS OF INTEREST.** The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contract Vendor is unable or potentially unable to render impartial assistance or advice to the State;
 - the Contract Vendor's objectivity in performing the work is or might be otherwise impaired; or
 - the Contract Vendor has an unfair competitive advantage.

The Contract Vendor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contract Vendor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Master Agreement. In the event the Contract Vendor was aware of an organizational conflict of interest prior to the award of the Master Agreement and did not disclose the conflict to the Master Agreement Administrator, the State may terminate the Master Agreement for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contract Vendor," "Master Agreement," "Master Agreement Administrator" and "Contract Administrator" modified appropriately to preserve the State's rights.

- 25. PAYMENT CARD INDUSTRY DATA SECURITY STANDARD AND CARDHOLDER INFORMATION SECURITY.** NEGOTIATED. NOT APPLICABLE TO CONTRACT VENDOR.
- 26. PERFORMANCE WHILE DISPUTE IS PENDING.** Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under the Master Agreement that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under the Master Agreement, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.
- 27. PREFERENCE.**
Targeted/Economically Disadvantaged. In accordance with Minn. Stat. § 16C.16, subds. 6 and 7, eligible certified targeted group (TG) businesses and certified economically disadvantaged (ED) businesses will receive a 6 percent preference on the basis of award for this RFP. The preference is applied only to the first \$500,000 of the response to the RFP. Eligible TG businesses must be currently certified by the Materials Management Division prior to the bid opening date and time.

To verify TG/ED certification, refer to the Materials Management Division's web site at www.mmd.admin.state.mn.us under "Vendor Information, Directory of Certified TG/ED Vendors."

To verify TG eligibility for preference, refer to the Materials Management Division's web site under "Vendor Information, Targeted Groups Eligible for Preference in State Purchasing" or call the Division's HelpLine at 651.296.2600.

Reciprocal Preference. In accordance with Minn. Stat. §16C.06, subd 7, the acquisition of goods or services shall be allowed a preference over a non-resident vendor from a state that gives or requires a preference to vendors from that state, the preference shall be equal to the preference given or required by the state of the non-resident vendor. If you wish to be considered a Minnesota Resident vendor you must claim that by filling out the Resident Vendor Form included in this solicitation and include it in your response.

Veteran. In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference in the amount bid on state procurement to **certified small businesses that are majority-owned and operated by:**

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section 16C.19, paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time. The preference is applied only to the first \$500,000 of the response.

If responder is claiming the veteran-owned preference, attach documentation, sign and return form with response to the solicitation. Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

28. PUBLIC INFORMATION. Once the information contained in the responses is deemed public information, interested parties may request to obtain the public information. You may call 651.201.2413 between the hours of 8:00 a.m. to 4:30 p.m. to arrange this.

29. PUBLICITY. Any publicity given to the program, publications or services provided resulting from a State contract for goods or services, including but not limited to notices, informational pamphlets, press releases, research, reports, signs and similar public notices prepared by or for the Contract Vendor, or its employees individually or jointly with others, or any subcontractors, shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Master Agreement prior to its approval by the State's Authorized Representative and the State's Assistant Director or designee of Materials Management Division. The Contract Vendor shall make no representations of the State's opinion or position as to the quality or effectiveness of the products and/or services that are the subject of the Master Agreement without the prior written consent of the State's Assistant Director or designee of Materials Management Division. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

30. PURCHASE ORDERS. The State requires that there will be no minimum order requirements or charges to process an individual purchase order. The Master Agreement number and the PO number must appear on all documents (e.g., invoices, packing slips, etc.). The Ordering Entity's purchase order constitutes a binding contract

31. RIGHTS RESERVED. Notwithstanding anything to the contrary, the State reserves the right to:

- a. reject any and all responses received;
- b. select, for Master Agreements or for negotiations, a response other than that with the lowest cost;
- c. waive or modify any informalities, irregularities, or inconsistencies in the responses received;
- d. negotiate any aspect of the proposal with any responder and negotiate with more than one responder;
- e. request a BEST and FINAL OFFER, if the State deems it necessary and desirable; and

- f. terminate negotiations and select the next response providing the best value for the State, prepare and release a new RFP, or take such other action as the State deems appropriate if negotiations fail to result in a successful Master Agreement.
- 32. RISK OF LOSS OR DAMAGE.** The State is relieved of all risks of loss or damage to the goods and/or equipment during periods of transportation, and installation by the Contract Vendor and in the possession of the Contract Vendor or their authorized agent.
- 33. SEVERABILITY.** If any provision of the Master Agreement, including items incorporated by reference, is found to be illegal, unenforceable, or void, then both the State and the Contract Vendor shall be relieved of all obligations arising under such provisions. If the remainder of the Master Agreement is capable of performance it shall not be affected by such declaration or finding and shall be fully performed.
- 34. STATE AUDITS** (Minn. Stat. § 16C.05, subd. 5). The books, records, documents, and accounting procedures and practices of the Contract Vendor or other party, that are relevant to the Master Agreement or transaction are subject to examination by the contracting agency and either the Legislative Auditor or the State Auditor as appropriate for a minimum of six years after the end of the Master Agreement or transaction. The State reserves the right to authorize delegate(s) to audit this Master Agreement and transactions.
- 35. SURVIVABILITY. NEGOTIATED.** The following rights and duties of the State and responder will survive the expiration or cancellation of the resulting Master Agreements. These rights and duties include, but are not limited to paragraphs: Indemnification, Hold Harmless and Limitation of Liability, State Audits, Government Data Practices, Governing Law, Jurisdiction and Venue, Publicity, Intellectual Property Indemnification, and Admin Fees. Software licenses, warranty, and service agreement that were entered into under the terms and conditions of the Agreement shall survive the expiration or termination of this Agreement.
- 36. TRADE SECRET/CONFIDENTIAL INFORMATION.** Any information submitted as Trade Secret must be identified and submitted per the Trade Secret Form and must meet Minnesota Trade Secret as defined in Minn. Stat. § 13.37



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING

1. **BAND(S) AWARDED:** Band 1: Desktop Band 2: Laptop Band 3: Tablet Band 4: Server Band 5: Storage.
2. **PRICE STRUCTURE.** The contract employs a MINIMUM discount-off baseline price list structure with category exceptions for each band. The category discounts may be higher or lower than the than the band discount. The minimum discount and categorized exceptions will be applied to all "quantity one" procurements. An end user will be able to verify pricing using the named base line price list and the minimum discounts with the categorized exceptions provided in the Master Agreement.
3. **PRICE GUARANTEE.** These discounts must remain firm, or the discount may be increased, during the term of the Master Agreement.
4. **BASELINE PRICE LIST.** The Base Line Price is designated in the Pricing Discount Schedule. The Base Line Price List must be accessible and verifiable by potential end users preferably on the Contract Vendor Website. All historic versions of the Baseline Price List must be made available upon request pursuant to the audit provisions.
5. **PRODUCT AND SERVICE SCHEDULE (PSS).** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions.
6. **CHANGES TO THE PSS.** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF) Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
7. **BULK/VOLUME PRICING.** Further bulk/quantity savings may be obtained when additional quantities are requested. Additional savings are expected when competing awarded vendors for volume pricing.
8. **PROMOTIONAL OFFERS.** Contract Vendors may provide promotions for deeply discounted products based on their inventory and sales. The Contract Vendors will be responsible to market these offers.
9. **PREMIUM SAVINGS PACKAGE PROGRAM.** Contract Vendors participating in the Premium Savings Package (PSP) Program will commit to the standard configurations. The standards currently are refreshed every six months (May and November). Refresh schedule is subject to change. See current configurations: <http://www.wnpsp.com/index.html>. States and other Participating Entities can choose to purchase these packages without any signing additional documents.
10. **TRADE-IN.** Trade-In Programs are the option of the Participating Entity. The Participating Addendum by each State may address the allowance of Trade-Ins.
11. **SERVICES.** Services are at the option of the Participating Entity. The Participating Addendum by each State may address service agreement terms and related travel.

12. **LEASING.** The Discount schedule will indicate if the Contract Vendor provides leasing. Participating Entities may enter in to lease agreements if they have the legal authority to enter into these types of agreements. The Participating Addendum by each State will identify if and how leasing agreement terms will be conducted.
13. **FREIGHT.** All prices shall be FOB Destination, prepaid and allowed (with freight included in the price), to the address, receiving dock or warehouse as specified on the ordering agency's purchase order. In those situations in which the "deliver-to" address has no receiving dock or agents, the Contract Vendor must be able to deliver to the person specified on the PO without additional cost. If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance in order for the customer to determine if the additional cost will affect the decision to utilize the Contract Vendor.
14. **DELIVERY.** Delivery of ordered product should be completed within thirty (30) calendar days after receipt of an order, unless otherwise agreed to by the ordering agency.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT B - PRICING SCHEDULE

1. BASELINE PRICING HP LIST PRICE		LINK:	
2. BAND DISCOUNTS		CATEGORY CODE	MINIMUM DISCOUNT
BAND 1 DESKTOP		1M	16%
BAND 2 LAPTOP		2M	12%
BAND 3 TABLET		3M	20%
BAND 4 SERVER		4M	14%
BAND 5 STORAGE		5M	20%
Category Exception: Promotions/Smart Buys		PROMO	1%
IMPORTANT: The minimum discount is provided, refer to Contract Vendor's Website for any additional discounts and request a quote for bulk/volume discounts. All prices shall be FOB Destination, prepaid and allowed (with freight included in the price). If there is a special case where inside delivery fee must be charged, the Contract Vendor will notify the customer in advance.			
3. THIRD PARTY PRODUCTS		TPH	10%
Category Exception: Third Party Software		TPS	5%
Category Exception: Microsoft O/S when purchased with Band 4 items		4M16	0%
See HP WSCA-NASPO Website for Approved Third Party Software & Hardware Manufacturers.			
4. SERVICES - Offered at 7-22% - Contact HP for Time and Materials Rates and Custom Services			
Services are at the option of the Participating State. The Participating Addendum by each State may address service agreement terms. The majority of HP Branded products include up to a 3 year warranty and HP provides options to upgrade to 2, 3, 4 and 5 year warranty through HP Care Packs for some products as available. For product specifications & standard warranty included with system see: http://h71069.www7.hp.com/quickspecs/overview.html#intro			
5. LEASING			
Participating Addendum may identify if and how leasing agreement terms will be conducted.			
6. ADDITIONAL DISCOUNTS – Request a quote for discounts on bulk/volume purchases.			
a. Big Deal Pricing: Contact HP sales for additional savings provided through "special fixed pricing" (Big Deal). HP offers Multiple Transaction Volume based on the quantity, specific product or products purchased in a given time period.			
b. Cumulative and Special Discounts: Based on annual volume, HP will evaluate yearly sales on the Master Agreement and may elect to provide potential increased discount per band or provide specials for select products for the product category or series life cycle.			
c. Additional Bulk/Volume Discount Options: HP may provide procuring entities with different flexible savings options based on what meets their specific needs and requirements. HP may provide opportunities in the form of additional equipment if allowed by the Participating Entity.			
d. Contact HP for detailed list of additional discounts provided.			



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT C - PRODUCT AND SERVICE SCHEDULE (PSS)

1. **MAINTAINING THE PSS.** The Product and Service Schedule (PSS) identifies a complete listing of all products and services included in the awarded Master Agreement. The PSS serves as the WSCA-NASPO Contract Catalog. **The PSS will be submitted to the Lead State following contract award and must be approved by the Lead State prior to the start of any sales.** The PSS must be available on the Contract Vendor website for end users to verify pricing based on the minimum discounts with category exceptions provided off a designated base line price list. The Contract Vendor will work with each State to develop a satisfactory PSS reflecting the individual States restrictions. The Contract Vendor will work to develop a PSS satisfactory to the Lead State prior to the start of sales and containing the following information:
 - a. Band number
 - b. Part # - SKU #
 - c. Manufacturer
 - d. Description
 - e. Minimum Discount
 - f. Category Code (This code will be refined during the approval process)
 - g. Other fields approved by the Lead State
2. **CHANGES TO THE PSS:** Contract Vendor will request changes to the PSS utilizing an Action Request Form (ARF). Submittals will be reviewed by the Lead State quarterly. Obsolete and discontinued products will be removed.
3. **FORMAT:** The format for the final product and service schedule will be approved within 30 days of contract award. Suggested format is provided below:

MANUFACTURER NAME: _____ **DATE:** _____
BASELINE PRICE LIST: _____
LINK: _____

BAND	Part # - SKU#	MANUFACTURER	DESCRIPTION	MINIMUM DISCOUNT	CATEGORY CODE
1	XYZ	ABC	DESKTOP	60%	1M
2	550	ZZZZZZZ	LAPTOP CART	10%	2TM
3	123A	ABC	SUPER TABLET	25%	3A

4. **THIRD PARTY PRODUCTS:** A list of third party products is to be submitted to the Lead State. Approval must be received from the Lead State prior to adding third party products to the Product and Service Schedule. Master Agreement restrictions of third party products include:
 - a. Contract Vendors can only offer Third Party Products in the bands they have been awarded.
 - b. Contract Vendor cannot offer products manufactured by another Contract Vendor holding a Minnesota WSCA-NASPO Master Agreement unless approved by the Lead State.
 - c. The Contract Vendor will assign the manufacturer or publisher's warranty and maintenance. The Contract Vendor will provide warranty and maintenance call numbers and assist the customer in engaging the manufacturer on warranty and maintenance issues.
 - d. Any additions to the Third Party Product list must be submitted utilizing the Action Request Form.
 - e. The approved Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT D - WEBSITE

1. **IMPLEMENTATION.** Within 30 calendar days of Master Agreement award, the Contract Vendor must provide a sample URL of the Master Agreement webpage to the Lead State for review and approval. The Lead State will review and determine acceptability of the website format and data. If the information is determined to be unacceptable or incorrect, the Contract Vendor will have 15 calendar days to provide revisions to the Lead State. Once the website is approved, the Contract Vendor may not make material changes to the website without notifying the Lead State and receiving written approval of the changes utilizing the Action Request Form. The Contract Vendor must continue to monitor and update the website throughout the life of the contract. Periodic audits may be conducted to ensure websites are updated and Contract Vendors will be expected to correct deficiencies.
2. **WEBSITE CONTENT.** The website must be separate from the Contract Vendor's commercially available (i.e., public) on-line catalog and ordering systems. Contract Vendor agrees to pursue design of a website to include the items listed below. The Lead State will review and determine acceptability of the website format and data as stated in Item 1 above.
 - a. Baseline Price List and historic versions
 - b. Approved Product and Service Schedule (PSS)
 - c. Product specifications, pricing, and configuration aids for the major product categories proposed that can be used to obtain an on-line quote
 - d. Third Party Product list will be clearly posted on the Vendor provided website and updated as products are approved
 - e. Link to the WSCA-NASPO EmarketCenter
 - f. Online ordering capability with the ability to remember multiple ship to locations if applicable to product
 - g. Contact information for order placement, service concerns (warranty and maintenance), problem reporting, and billing concerns
 - h. Sales representatives for participating entities
 - i. Purchase order tracking
 - j. Available Twenty-four (24) hours per day, seven (7) days per week availability, except for regularly scheduled maintenance
 - k. Additional Terms may not be posted on the Website without written approval of the Lead State
 - l. Link to the WSCA-NASPO EmarketCenter if a State is participating
 - m. Information on accessibility and accessible products
 - n. If participating in Premium Savings Package Program, lead with these products and display prominently on the website
 - o. Links to environmental certification, including but not limited to take-back/recycling programs,
 - p. Information regarding the use of Conflict minerals, as required by Section 13(p) of the Securities Exchange Act of 1934, as amended, and the rules promulgated thereunder. See: <http://www.sec.gov/rules/final/2012/34-67716.pdf>
 - q. Service options, service agreements for negotiations when allowed by a participating addendum
 - r. EPEAT, Energy Star, etc.
 - s. Link to Signed Participating Addendums
 - t. Link to Signed Master Agreement
 - u. Link to solicitation and Response
3. **TERMINATION** Upon termination or expiration of the Master Agreement awarded from this RFP all websites, on-line offering systems and Electronic Catalog functions supported and/or available as part of the Master Agreement will cease and be removed from public viewing access without redirecting to another website.



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT E - ACTION REQUEST UPDATE FORM (ARF)

The Action Request Form (ARF) provided in this document must be utilized by the Contract Vendor to provide quarterly updates of PSS and to make requests. The Action Request Forms may be reviewed quarterly by the Lead State.

DATE: _____

ATTN: WSCA-NASPO Master Agreement Administrator

RE: Master Agreement # _____ with _____ (Contract Vendor)

Dear WSCA-NASPO Master Agreement Administrator:

_____ (Contract Vendor) is providing the following update and/or requesting the action noted below.

Action Requested: _____

Action Log: _____ Verify Log is attached

SELECT ACTION BELOW AND PROVIDE REQUIRED INFORMATION:

- | | |
|--|---|
| ☐ Update of Product & Service Schedule | ☐ Provide summary of additions, deletions and pricing changes. |
| NOTE: THIS WILL BE A NOTIFICATION OF CHANGES TO THE PSS, APPROVAL WILL NOT BE NEEDED | |
| ☐ Quarterly Self Audit | ☐ Check this box to verify the Quarterly Self Audit has been completed |
| ☐ Third Party Product Addition | ☐ Provide warranty Guarantee |
| ☐ Marketing Approval | ☐ Attach Materials for review |
| ☐ Material Website Change | ☐ Describe and provide link for review |
| ☐ Miscellaneous Inquiry | ☐ Provide detail (e.g. key contact change, etc.) |

The Contract Vendor certifies Products and Services provided meet the terms and conditions of the Master Agreement and understands they may be audited for compliance. Additional information may be requested upon submission. The Lead State may remove previously approved items throughout the life of the Master Agreement if in the best interest at its sole discretion.

Contract Vendor: _____ Name of Requester: _____

_____ Title of Requester:





COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD EXHIBIT F - REPORTING

- OWNERSHIP:** Recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and WSCA-NASPO shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided.
- DUE DATE:** Reports shall be due no later than the last day of the month following the end of the calendar quarter.

	FROM	TO	DUE
Q1	January 1	March 31	April 30
Q2	April 1	June 30	July 31
Q3	July 1	September 30	October 31
Q4	October 1	December 31	January 31

3. REQUIRED REPORTS:

	Report Name	Submitted to	Purpose & Submittal
1	WSCA-NASPO Administrative Fee	WSCA-NASPO	Identify total sales and administrative fee due to WSCA-NASPO 1) Go to: http://www.naspo.org/WNCPO/Calculator.aspx 2) Complete all contract report information fields 3) Enter total sales per State or Select "no sales for quarter" checkbox 4) Click on Submit button
2	WSCA-NASPO Detailed Sales	WSCA-NASPO	Detailed sales data by line item. Currently via an Excel Report template. Future MAY involve a portal. No modifications may be made by the Contract Vendor to the template. This report may also fulfill the reporting requirements of self audits, premium savings sales, and Bring Your Own Device Employee Sales.
3	Participating States	Participating State	Contract Vendor may utilize the detailed sales report to report to individual States unless otherwise directed by the State. States may require additional reporting.
4	Participating Addendum Status	WSCA-NASPO	Provides status of Participating Addendums. Excel Template to be provided by WSCA-NASPO.
5	Premium Saving Package (PSP)	PSP Lead	Additional reporting may be requested.
6	Quarterly Updates of PSS and Self Audit	Lead State	Utilize the Action Request Form (ARF)



COMPUTER EQUIPMENT 2014-2019



MINNESOTA WSCA-NASPO MASTER AGREEMENT AWARD

EXHIBIT G – DEFINITIONS

Acceptance. See Master Agreement Terms regarding Acceptance and Acceptance Testing.

Accessory. Accessories do not extend the functionality of the computer, but enhances the user experience i.e., mouse pad, monitor stand. For the purposes of this proposal, accessories are considered peripherals.

Bands: For the purpose of this solicitation, there are six product bands which may be awarded. Each product band includes related peripherals and services. Responders must only respond to Bands in which they manufacture the defined product. Responder may receive an award in one or more bands for which they manufacture a product based on the evaluation.

BAND 1: DESKTOP. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor, 2) display monitor and 3) input devices usually a keyboard and a mouse. All operating systems for tablets are allowed. Zero Clients, Thin clients, all in ones and workstations will also be included under desktops. Ruggedized equipment may also be included in the Product and Service schedule for this band.

BAND 2: LAPTOP. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. All operating systems for tablets are allowed. Laptops will include notebooks, ultrabook, mobile thin clients, chromebooks and netbooks. Computers with mobile operating systems will also be included under laptops. Tablets that have the option to be utilized with a keyboard can be sold in this band. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 3: TABLET. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. All operating systems for tablets are allowed. Ruggedized equipment may also be included as a category in the Product and Service Schedule for this band.

BAND 4: SERVER. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 5: STORAGE. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

BAND 6: RUGGEDIZED DEVICES Ruggedized refers to devices specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions. Ruggedized Devices may also be offered under bands 1-5 of the Master Agreement. **BAND 6 REMOVED. RUGGEDIZED EQUIPMENT MAY BE SOLD IN BANDS 1-5, PROVIDED IT MEETS BAND REQUIREMENTS.**

Cloud Services. Delivery of computing as a service rather than a product, whereby shared resources, software and information are provided to computers and other devices as a utility over a network, such as the Internet. (Cloud Services including acquisitions structured as managed on-site services are not allowed.)

Contract Vendor or Contractor. The manufacturer responsible for delivering products or performing services under the terms and conditions set forth in the Master Agreement. The Contract Vendor must ensure partners utilized in the performance of this contract adhere to all the terms and conditions. For the purposes of this RFP, the term Partner will be utilized in naming the relationship a manufacturer has with another company to market and sell the contract. Participating States will have final determination/approval if a Partner may be approved for that state in the role identified by the Contract Vendor.

Components. Parts that make up a computer configuration.

Configuration. The combination of hardware and software components that make up the total functioning system.

Desktop. This is Band 1 of this solicitation. A desktop computer is a personal computer intended for regular use at a single location. A desktop computer typically comes in several units connected together during installation: 1) the processor,

2) display monitor and 3) input devices usually a keyboard and a mouse. Desktop virtualization endpoints such as zero and thin clients will also be included under the Desktop Band.

Energy Star®. A voluntary energy efficiency program sponsored by the U.S. Environmental Protection Agency. The Energy Star program makes identification of energy efficient computers easy by labeling products that deliver the same or better performance as comparable models while using less energy and saving money. Energy Star qualified computers and monitors automatically power down to 15 watts or less when not in use and may actually last longer than conventional products because they spend a large portion of time in a low-power sleep mode. For additional information on the Energy Star program, including product specifications and a list of qualifying products, visit the Energy Star website at <http://www.energystar.gov>.

EPEAT. A system for identifying more environmentally preferable computer desktops, laptops, and monitors. It includes an ANSI standard - the IEEE 1680 EPEAT standard – and website www.epeat.net to identify products manufacturers have declared as meeting the standard. EPEAT provides a clear and consistent set of performance criteria for the design of products. It is not a third-party certification program. Instead, Manufacturers self-certify that their products are in conformance with the environmental performance standard for electronic products.

FOB Destination. Shipping charges are included in the price of the item and the shipped item becomes the legal property and responsibility of the receiver when it reaches its destination unless there is acceptance testing required.

FOB Inside Delivery. Special Shipping arrangements, such as inside delivery, may include additional fees payable by the Purchasing Entity. Any FOB inside delivery must be annotated on the Purchasing Entity ordering document.

General Consulting. Services related to advising agencies on how best to use information technology to meet business objectives. Examples of such services would include management and administration of IT systems. Each State will have varying laws, rules, policies and procedures surrounding general consulting which need adherence. Minnesota Statute section 16C.08 defines general consulting for the State of Minnesota. <https://www.revisor.mn.gov/statutes/?id=16C.08>

Laptop. This is Band 2 of this solicitation. A laptop computer is a personal computer for mobile use. A laptop includes a display, keyboard, point device such as a touchpad and speakers into a single unit. A laptop can be used away from an outlet using a rechargeable battery. Laptop Band may include notebooks, ultrabooks, and netbooks. Computers with mobile operating systems will also be included under the Laptop Band.

Lead State. The State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States. Minnesota is the Lead State for this procurement and the laws of Minnesota Statute Chapter 16C apply to this procurement.

Manufacturer. A company that, as one of its primary business function, designs, assembles owns the trademark/patent and markets branded computer equipment.

Master Agreement. The underlying agreement executed by and between the Lead State and the Contract Vendor.

Middleware. Middleware is the software "glue" that helps programs and databases (which may be on different computers) work together. Its most basic function is to enable communication between different pieces of software.

Options. An item of equipment or a feature that may be chosen as an addition to or replacement for standard equipment and features.

Order. A purchase order, sales order, or other document used by a Purchasing Entity to order the Equipment.

Participating Addendum. A written statement of agreement signed by the Contract Vendor and a Participating State or other Participating Entity that clarifies the operation of this Master Agreement for the Participating Entity (e.g., ordering procedures specific to a Participating State) and may add other state-specific language or other requirements. A Participating Addendum evidences the Participant's willingness to purchase and the Contract Vendor's willingness to provide equipment under the terms and conditions of this Master Agreement with any and all exceptions noted and agreed upon.

Participating States. States that utilize the Master Agreement established by the RFP and enter into a Participating Addendum which further defines their participation.

Participating Entity. A Participating State, or other legal entity, properly authorized by a Participating State to enter into the Master Agreement through a Participating Addendum and that authorizes orders from the Master Agreement by Purchasing Entities. Under the WSCA-NASPO program, in some cases, local governments, political subdivisions or other entities in a State may be authorized by the chief procurement official to execute its own Participating Addendum where a Participating Addendum is not executed by the chief procurement official for that state that covers local governments, political subdivisions, or other government entities in the state.

Partner. A company, authorized by the Contract Vendor and approved by the Participating State, to provide marketing, support, or other authorized contract services on behalf of the Contract Vendor in accordance with the terms and conditions of the Contract Vendor's Master Agreement. In the RFP, Partner is the term that is used to call out the many different relationships a manufacturer may have with another company to market their product including, but not limited to agents, subcontractors, partners, fulfillment partners, channel partners, business partners, servicing subcontractor, etc.

Peripherals. A peripheral means any hardware product that can be attached to, added within or networked with personal computers, servers and storage. Peripherals extend the functionality of a computer without modifying the core components of the system. For the purposes of this proposal, peripherals are defined as including accessories.

Peripherals may be manufactured by a third party, however, Contract Vendor shall not offer any peripherals manufactured by another Contract Vendor holding a Master Agreement. The Contract Vendors shall provide the warranty service and

maintenance for all peripherals on the Master Agreement. **Examples of peripherals/accessories/options:** Include but are not limited to: printers, monitors, multifunction printers, audiovisual equipment, instructional equipment, cabling, modems, networking to support server, storage and client applications such as routers, switches. Software is an option which must be related to the purchase of equipment and subject to configuration limits. **Third party products are allowed to be offered as peripherals/accessories/options and may be offered in any related band.**

Per Transaction Multiple Unit Discount. A contractual volume discount based on dollars in a single purchase order or combination of purchase orders submitted at one time by a Participating Entity or multiple entities conducting a cooperative purchase.

Premium Savings Packages. Deeply discounted standard configurations available to Purchasing Entities using the Master Agreement. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals. WSCA-NASPO reserves the right to expand and modify the PSP throughout the life of the contract. See <http://www.wnpsp.com/index.html>.

Purchasing Entity – means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues an order against the Master Agreement and becomes financially committed to the purchase.

Ruggedized. This was band 6 of this solicitation. Ruggedized refers to equipment specifically designed to operate reliably in harsh usage environments and conditions, such as strong vibrations, extreme temperatures and wet or dusty conditions.

Services. Broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of products offered or supplied under the Master Agreement. These types of services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a product offered or supplied. Contract Vendors may offer, but participating States and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the resulting contracts. **EACH PARTICIPATING STATE DETERMINES RESTRICTIONS AND NEGOTIATES TERMS FOR SERVICES.**

Server. This is Band 4 of this solicitation. A server is a physical computer dedicated to run one or more services or applications (as a host) to serve the needs of the users of other computers on a network. This band also includes server appliances. Server appliances have their hardware and software preconfigured by the manufacturer. It also includes embedded networking components such as those found in blade chassis systems. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage. This is Band 5 of this solicitation. Storage is hardware with the ability to store large amounts of data. This band includes SAN switching necessary for the proper functioning of the storage environment. Ruggedized equipment may also be included in the Product and Service Schedule for this band.

Storage Area Network. A storage area network (SAN) is a high-speed special-purpose network (or subnetwork) that interconnects different kinds of data storage devices with associated data servers on behalf of a larger network of users.

Storage as a Service (STaaS). An architecture model by which a provider allows a customer to rent or lease storage space on the provider's hardware infrastructure on a subscription basis. E.g., manage onsite or cloud services.

Software. For the purposes of this proposal, software is commercial operating off the shelf machine-readable object code instructions including microcode, firmware and operating system software that are preloaded on equipment. The term "Software" applies to all parts of software and documentation, including new releases, updates, and modifications of software.

Tablet. This is Band 3 of this solicitation. A tablet is a mobile computer that provides a touchscreen which acts as the primary means of control. Tablet band may include notebooks, ultrabooks, and netbooks that are touchscreen capable.

Takeback Program. The Contract Vendor's process for accepting the return of the equipment or other products at the end of life.

Third Party Products. Products sold by the Contract Vendor which are manufactured by another company.

Upgrade. Refers to replacement of existing software, hardware or hardware component with a newer version.

Warranty. The Manufacturers general warranty tied to the product at the time of purchase.

Wide Area Network or WAN. A data network that serves users across a broad geographic area and often uses transmission devices provided by common carriers.

WSCA-NASPO. The WSCA-NASPO cooperative purchasing program, facilitated by the WSCA-NASPO Cooperative Purchasing Organization LLC, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO). The WSCA-NASPO Cooperative Purchasing Organization facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. The WSCA-NASPO Cooperative Development Team is identified in the Master Agreement as the recipient of reports and may be performing contract administration functions as assigned by the Lead State Contract Administrator.

AMENDMENT NO. 6 TO NASPO MASTER AGREEMENT NO. MNNVP-133

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and HP, Inc., 3000 Hanover Street, Palo Alto, CA 94304 ("Contractor" or "Contract Vendor").

WHEREAS, the State has a Contract with the Contractor identified as NASPO Master Agreement No. MNNVP-133, April 1, 2015, through February 28, 2023 ("Contract"), to provide Computer Equipment, Peripherals & Related Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That NASPO Master Agreement No. MNNVP-133 is extended through July 31, 2023, at the same prices, terms, and conditions.

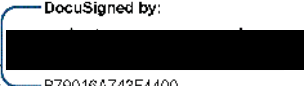
This Amendment is effective upon the date that the final required signatures are obtained, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. HP, Inc.

The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: 
DocuSigned by:
B79016A743F4400...
Judith Alexander
Printed Name

Title: Senior Counsel

Date: 12/21/2022

By: _____
Signature

Printed Name

Title: _____

Date: _____

2. Office of State Procurement

In accordance with Minn. Stat. § 16C.03, subd. 3.

By: 
DocuSigned by:
742DE739C8ED492...

Title: Acquisition Management Specialist

Date: 1/3/2023

3. Commissioner of Administration

Or delegated representative.

By: 
DocuSigned by:
68D02A26D7804BA...

Date: 1/3/2023



CONSENT AGENDA ITEM NO. 8.D.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on the Purchase of 3M Scott Self Contained Breathing Apparatus for the Fire Department in the Amount of \$903,063.65, as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: Self Contained Breathing Apparatus ("SCBA") is one of the most critical pieces of personal protective equipment for the safety and survival of Firefighters during work in a hazardous atmosphere, such as a fire or hazardous materials incident. Our current SCBA's are nearing their end of service life and are approaching 11 years old. Maintenance and repair costs on the these units have increased the last few years and present a potential safety hazard. Currently the Fire Department SCBA's are compliant with the National Fire Protection Association ("NFPA") standard 2007, which is out dated. The new purchase will provide air packs up to date with the NFPA 2018 standard. The department is looking to remain with the 3M Scott brand of SCBA as it is currently the only brand the department has used for structural firefighting for many years. The department has chosen 3M Scott again based on performance, familiarity, continuity, and training.

The department is looking to purchase 85 new SCBA's, 168 air cylinders, 120 air masks, 6 RIT Packs (rapid intervention), 40 additional regulators, and 2 Pack Trackers. The purchase will be made through the Sourcewell Buying Group contract #032620-MES, exp. 5/7/2024 and would be made from Municipal Emergency Services ("MES"), Deer Creek, Illinois. MES is the only authorized distributor of 3M Scott products for McLean County Illinois.

The Fire Department budgeted \$1,000,000.00 for the purchase in the City of Bloomington FY 2023 Budget. In the fall of 2022, the Fire Department worked with a grant writer in an attempt to obtain an Assistance to Firefighter Grant ("AFG") from Federal Emergency Management Agency ("FEMA"), but was unsuccessful in obtaining. The total purchase price is \$903,063.65.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase 3M Scott Self Contained Breathing Apparatus consisting of 85 new SCBA's, 168 air cylinders, 120 air masks, 6 RIT Packs (rapid

intervention), 40 additional regulators, and 2 Pack Trackers for the Fire Department for a total of \$903,063.65 from Municipal Emergency Services ("MES"), Deer Creek, Illinois using the Fire-Capital Outlay Equipment Other than Office account (10015210-72140). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 239 and the Budget Book titled "Other Funds & Capital Improvement" on page 97.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Jeff Flairty, Deputy Chief of Administration

ATTACHMENTS:

[FIRE 1B Sales Order](#)

[FIRE 1C Contract](#)

[FIRE 1D Sole Source Letter](#)

[FIRE 1E RFP and Addendums](#)



(877) 637-3473

Bill To

C/O DANA
BLOOMINGTON F.D.
310 N LEE ST
BLOOMINGTON IL 61701-3834
United States

Sales Order

Order # SO1696069
Date 03/01/2023
Terms Net 30
PO # AIRPACKS - FINAL
Sales Rep Short, Trent
Shipping Method FedEx Ground
Ship Complete Yes
Customer BLOOMINGTON F.D. (IL)
Customer # [REDACTED]

Ship To

ERIC CRABTREE
BLOOMINGTON FIRE DEPT.
310 N LEE ST
BLOOMINGTON IL 61701-3834
United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
X8914026305304			Air-Pak X3 Pro SCBA (2018 Edition) with Snap-Change, Parachute Buckles, 4.5, Standard, No Accessory Pouch, E-Z Flo C5 Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, Pak-Tracker, No Case, 2 SCBA Per Box	85	\$7,579.21	\$644,232.85
200128-01			Snap-Change Cylinder, Carbon-Wrapped, Pressure 4500, 30 Minutes (at 40 lpm)	150	\$604.76	\$90,714.00
FP1MK0000000000			Vision C5 Facepiece (NIOSH/NFPA Approved) Medium Face Seal, Kevlar Headnet, No Spare Headnet	120	\$382.80	\$45,936.00
201650-05			E-Z Flo C5, Quick Connect Hose, Rectus	40	\$1,956.93	\$78,277.20
200954-32			RIT-PAK III,4.5,LG,C5,RECTUS	6	\$4,095.87	\$24,575.22
804723-01			(HM) CYL&VLV CARBON 60	18	\$803.11	\$14,455.98
200266-04			HHR ASSEMBLY,PAK-TRACKER	2	\$1,781.87	\$3,563.74
200433-01			Hand-Held Receiver Truck Charging Systems, 12V DC	2	\$654.33	\$1,308.66

This purchase is subject to the terms and conditions contained in the Sourcewell Agreement 032620-MES"

Subtotal	\$903,063.65
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$903,063.65

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee. Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



SO1696069

**Solicitation Number: RFP #032620****CONTRACT**

This Contract is between **Sourcewell**, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and **Municipal Emergency Services Inc.**, 12 Turnberry Ln, 2nd Floor, Sandy Hook, CT 06482 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members) in the United States only.

1. TERM OF CONTRACT

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

B. **EXPIRATION DATE AND EXTENSION.** This Contract expires May 7, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcwell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcwell membership requirements and documentation and will encourage potential members to join Sourcwell. Sourcwell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcwell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcwell contract number. Members will be solely responsible for payment and Sourcwell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcewell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

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

11. LIABILITY

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

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

\$1,000,000 each accident, combined single limit

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

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

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

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

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

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

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

24. CANCELLATION

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

Sourcewell

DocuSigned by:
By: 
C0FD2A139D06489...
Jeremy Schwartz
Title: Director of Operations &
Procurement/CPO
Date: 5/5/2020 | 5:05 PM CDT

Approved:

By: 
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 5/5/2020 | 5:08 PM CDT

Municipal Emergency Services Inc.

DocuSigned by:
By: 
BEDE7B96DF184BB...
Seth Cosans
Title: Contract Administrator
Date: 5/5/2020 | 5:06 PM CDT

RFP 032620 - Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Vendor Details

Company Name: Municipal Emergency Services Inc

Does your company conduct business under any other name? If yes, please state: Lawmen Supply Company of New Jersey Inc.

Address: 12 Turnberry Ln
2nd Floor
Sandy Hook, CT 06482

Contact: Seth Cosans

Email: seth.cosans@mesfire.com

Phone: 410-960-2600

Fax: 410-960-2600

HST#: 651051374

Submission Details

Created On: Tuesday March 17, 2020 14:35:57

Submitted On: Tuesday March 24, 2020 15:22:27

Submitted By: Seth Cosans

Email: seth.cosans@mesfire.com

Transaction #: 0324bb6e-3b06-4962-a998-e3f0a01857b0

Submitter's IP Address: 173.49.115.251

Specifications

Table 1: Proposer Identity & Authorized Representatives

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

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Municipal Emergency Services Inc.	*
2	Proposer Address:	12 Turnberry Ln 2nd Floor Sandy Hook, CT,06482	*
3	Proposer website address:	www.mesfire.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Seth Cosans Contract Administrator seth.cosans@mesfire.com 410-960-2600	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	David Mooney Regional Vice President dmooney@mesfire.com 360-953-7773	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Municipal Emergency Services Inc was established in October of 2000. MES/Lawmen Supply Company is a national full-line first responder and public safety distributor in the US. We represent, stock and distribute over 60,000 thousand products from over 2000 manufacturers. We currently have over 180 outside sales reps, 100 mobile service technicians, as well as dedicated inside sales staff and customer service representatives, and over 16 warehouse locations across the United States. In 2012 MES acquired Lawmen Supply. This merger gives the company the unique ability to serve all first responders and public safety officials on a national level. MES/Lawmen annual sales are in excess of \$200MM and the majority of our sales are for fulfillment of contracts and purchases to local, state and federal first responder and public safety organizations. We are a financially stable company with an excellent reputation with our customers and suppliers. What makes MES/Lawmen distinctive is our national presence. Our size, number of sales representatives, service technicians, strategic warehouse locations and geographic coverage positions us to provide superior products and customer service to fire and public safety departments on a national level as no other sales and service distributor can provide.	*
8	Provide a detailed description of the products and services that you are offering in your proposal.	MES represents the best manufactures for first responder and public safety products in our industry including but not limited to turnout gear, structural, wildland, technical rescue, aircraft rescue, Hazmat and EMS. These products include Firefighting PPE protective clothing and gear, coats, pants, boots, gloves, hoods, CBRN, station wear, footwear, helmets, eye protection, SCBA and compressors and supply air devises, laundry, extractor machines drying cabinets and service for SCBA's and supply air compressor devises. Accessories include body armor.	*

9	What are your company's expectations in the event of an award?	MES's expectations upon an award from Sourewell is to update our sales force on the new contract vehicle for which the membership would have access and to roll out to that membership the same level of service that MES provides to all of our agencies everyday many of which are already members. Providing another wonderful way for customers to achieve their missions and for MES to help them reach each solution with the best value that we provide in the way we service all of our markets nation wide.	*
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	MES is attaching a bank reference letter as well as audited financials from 2018 to show how stable and strong we are and have continued to grow.	*
11	What is your US market share for the solutions that you are proposing?	MES represents 25% market share nationwide and continues working to grow with the great contracts like Sourcewell provides.	*
12	What is your Canadian market share, if any?	N/A	*
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*
14	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	MES is an authorized distributor reseller and service provider for the manufactures we represent nationwide with the exception a few areas. We do this all with our own company owned sales and service teams working closely with the manufactures we represent without any other network outsourcing. MES is an industry leader for both sales and service.	*
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	MES sales force experience is second to none in the public safety industry. They are trained and have the experience to size agencies for turnout gear and many other types of gear including body armor. They are knowledgeable subject matter specialists concerning NFPA standards for turnout gear and SCBA certification standards as they are changing. Our Service technicians are certified to evaluate test repair and work on 3M/Scott Safety SCBA systems and various other Air supply compressors and components that support 3M Scott SCBA's. MES is one of only very few Five Star certified 3M Scott National Service groups.	*
16	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	As mentioned in another section MES is only one of a very few that is a 3m/Scott Safety Five Star Safety certified group and we are very proud of this. To achieve this as a distributor you must have certified technicians, mobile and stocking service locations and maintain certain standards for excellence for which MES has for many years.	*
19	What percentage of your sales are to the governmental sector in the past three years	95% of MES business is and has been to government. Local Towns, County, and State government agencies which are the bulk of our business. MES does sell to some contractors that service certain aspects of the safety market however that is a smaller part.	*
20	What percentage of your sales are to the education sector in the past three years	Less than 2%. MES does sell to some public safety groups that have security police forces or fire rescue training academies however those purchases are still not a bulk of our overall business.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES NPPGov Contracts the last three years sold \$56,194,974.17. NY HIRE Contract the last three years sold \$18,874,155.57. NJ State Contract the last three years sold \$27,572,071.00.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	MES has a GSA contract. Last three years total sales \$14,837.00. MES's GSA contract has no COOP provision so no agency other than Federal or Military can purchase from that contract. It is also very limited and does not offer the same products requested within this RFP.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible for Sourcwell membership.

Entity Name *	Contact Name *	Phone Number *	
Los Angeles City Fire Department	Assistant Chief Wade White	213-703-4504	*
West Metro Fire and Rescue	Fire Chief Don Lombardi	303-989-4307	*
City of Aurora Fire-Rescue Department	Deputy Chief of Operations Stephen McInerny II	303-326-8889	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami Dade Fire Rescue	Government	Florida - FL	Fire Rescue PPE and Service	\$78,499.00 avg	\$6,986,426.25	*
San Diego Fire	Government	California - CA	Fire Rescue PPE and Service	\$ 48,997.00 avg	\$6,516,619.15	*
L.A. Co Fire	Government	California - CA	Fire Rescue PPE and Service	\$38,882.00 avg	\$6,415,498.09	*
Sacramento Metro Fire	Government	California - CA	Fire Rescue PPE and Service	\$52,477.00 avg	\$6,402,231.76	*
Houston Fire	Government	Texas - TX	Fire Rescue PPE and Service	\$41,346.00 avg	\$6,367,298.70	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	
25	Sales force.	Municipal Emergency Services has a sales force of approximately 180 sales representatives in the field across the United States. This sales force is backed up by skilled inside regional office support throughout the USA to process sales orders, purchase orders with manufacturers and support customers.	*
26	Dealer network or other distribution methods.	Municipal Emergency Services is the distributor/dealer for the products proposed.	*
27	Service force.	Municipal Emergency Services has a mobile service force of approximately 100 service technicians fully trained and certified by the manufacturer.	*
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Municipal Emergency Services has 30+ customer service representatives to assist sales representatives and service technicians with order placing, job scheduling and followup. It is a company initiative that a response to an inquiry is made the same business day whenever possible and no later than the next business day.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales, service and customer service staff to maintain the market in the USA. MES covers 44 states so there are only a few areas in the USA MES does not have sales coverage. Maine, Rhode Island, Kentucky, Michigan, Wisconsin, and North Dakota.	*
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	MES has a nationwide presence and coverage with sales force across the bulk of the states as well as strategically placed warehouses and service stations to support orders and service related work.	*
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. Hawaii and Alaska orders shipping will be quoted as stated. MES will present these shipping terms at time of each quote. This would apply to all US Territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Municipal Emergency Services is very familiar with promoting contracts. As the largest supplier of First Responder Equipment in the US, we recognize the value of contracts and the time and money that can be saved by agencies not having to go to bid and still receive the items they specify as a solution for their entity from contracts. Additionally MES has implemented an outbound call center (Sales Development Team) that is tasked with reaching out to customers to make them aware of new products, services, etc. Promoting a new contract would fit nicely in this team's scope of work.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Municipal Emergency Services has a marketing team that handles our print, digital and social media marketing campaigns. Content is regularly created and posted to our approximately 100,000 followers made up of customers and industry professionals.	*
34	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Promotion from Sourcwell in concert with MES would be very important to all its membership. Sourcwell brings significant municipal contract experience and coupled with MES's national relationships would be powerful. Our sales staff is well versed in contracts of this type and their importance so integration into our program would be seamless.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Municipal Emergency Services has several e-procurement process options and order type and expected frequency would play a role in deciding which of these platforms are appropriate. As examples we have a normal e-commerce website in which members could be given a code to unlock discounts on specific items. We have a custom web store that specific department approved items can be populated and access for procurement granted to as many or few individuals as an agency deems appropriate. There is also dynamic quoting which is similar to the custom website but designed for a smaller number of items that are ordered in high volume. Of course we have the traditional method of ordering where a member can email and call the sales representative or office directly and place an order.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	MES provides SCBA annual test service maintenance in and out of warranty. MES also performs training on SCBA set up of new certification packs, as well as many other general review of products. If specific requests for training are made outside of general review MES quotes those training on a case by case based on all of the products in need of training based on time and number of people needed to train which can vary.	*
37	Describe any technological advances that your proposed products or services offer.	MES has SOS stores which are Signature Online Stores which are unique in our industry and newer tech we can provide and can be built and configured to meet the needs of large customers as one example of services. MES represents the best PPE products in the industry that provides some of the most outstanding tech for first responders like programs that track turnout gear, and SCBA service, also protection advances in general that make turnout gear lighter and yet still keep firefighters safe under newer standards.	*
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	N/A	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	MES is not a (WMBE) so this does not apply. N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	MES has the largest and experienced sales force that are subject matter specialists in the equipment we sell and amazing service technicians to service many of those products. This is what sets MES apart from any other group in the USA.	*
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	MES is not interested in providing an award of what we submit outside of the USA at this time. MES's distributor contracts are set for distribution in the USA.	*

Table 9: Warranty

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

Line Item	Question	Response *	
43	Do your warranties cover all products, parts, and labor?	The warranties provided by each manufacture being bid provides slightly different things. Most provide for coverage against mfg defects for a industry standard amount of time. Some cover parts and labor within warranty period however some do not cover labor.	*
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	All of the warranties for the companies MES is bidding shows coverage for normal wear and use. Abuse to a produce normally does have a provision to exclude coverage however MES works very closely with each mfg to work through any warranty issue with customers.	*
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Most mfg warranty do not cover travel time and mileage unless there is a gross failure of the product and in those cases we work with the mfg to work through the issue on a case by case issue which is rare.	*
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	MES will not be providing any coverage to Canada. MES distribution agreements are for the USA and that is where we have sales and service staff to maintain the market in the USA. There are only a few areas in the USA MES does not have sales and service coverage. We address this on a case by case basis as for the listed products we cover most of the USA Alaska and Hawaii.	*
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	MES is the distributor of products made by manufacturers we represent. MES follows the Manufacturers warranty. Depending on the Manufacturer MES works on some of the products under warranty and out of warranty repairs. Some of them are sent back to the manufacturer in and out of warranty for service all based on MFG policy.	*
48	What are your proposed exchange and return programs and policies?	Goods received in damaged or defective condition will be repaired or replaced as outlined by the manufactures warranty and guidelines. If the product was damaged while in transport, a claim will be filed with the carrier and we will then work to resolve the replacement asap. These evaluations are expected to be done within 30 days of delivery or sooner by the customer. After that time MES and most manufacturers will not be held responsible for whatever issue is presented. MES does our best to always resolve issues presented.	*
49	Describe any service contract options for the items included in your proposal.	MES lists service for items we submit for bid. These are both for annual testing, repair in and out of warranty with listed labor and parts cost discount.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
50	What are your payment terms (e.g., net 10, net 30)?	Net 30	*
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Municipal Emergency Services, Inc utilizes Community Leasing Partners as a source for leasing/financing eligible items when requested.	*
52	Describe your formal trade-in program or policy for the products or equipment offered in your proposal, if any. Upload trade-in program materials (if applicable) in the document upload section of your response.	From time to time and when market conditions permit, Municipal Emergency Services may offer a trade in credit for items being replaced. When applicable, the value of the trade in will be based on market and product conditions at the time.	*
53	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	Municipal Emergency Services has several ordering platforms and as stated previously, MES is a dealer so there would be no network outside of ourselves processing orders. All orders, regardless of the sales platform utilized will be marked that they are Sourcewell Contract orders within our internal systems to make quarterly reporting simplified. When a sales representative creates a quote, there is a "forced field" where the rep must select a contract (or none) but there is no default and the field cannot be bypassed. Once a quote is verified and approved by a member, the quote becomes the sales order, the sales order generates a purchase order to our supplier if not in stock in our facility, and then becomes an invoice- all a product of the original quote and does not have to be re-entered at every step. The ordering platforms offered are traditional orders, in which a customer contacts the sales representative or office with approval to order. Most orders on this contract would likely fall into this category due to the customization of many of these protective clothing items. We have several electronic platforms that can be utilized depending on the anticipated order size and frequency. We have a customizable web store in which the member would have a private website with approved items. We also have a dynamic quote system designed for smaller quantities of items in which the member can log in and order off of a quote with an extended expiration date.	*
54	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	MES limits P-Card and credit card purchases to \$10,000. There is no added fee to use this method.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
55	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	MES will upload MSRP, list or net price sheets depending on manufacturer as we list them as well as discounts off of those MSRP, list price or net price lists as the Sourcwell price.	*
56	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	MES will list the discount from MSRP, list or net price sheets depending on manufacturer as we list them for the Sourcwell proposed bid price.	*
57	Describe any quantity or volume discounts or rebate programs that you offer.	MES gives our best price based on the volume of business we do annually so any added volume discounts would only be when we have special pricing to list as Sourcwell indicated can be done on a case by case in the portal as they happen.	*
58	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For any open market requested items or items not found on contract MES would quote those as open market at the same agency discounted pricing we do every day.	*
59	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Special requests such as training on items not always listed, inside delivery, lift gates so that deliveries can be more easily offloaded or anything else, MES is willing to work with the membership to price out to take care of the needs of the agencies and make sure their goals are met. MES's goal is to be the first and last supplier and service provider agency members think of and go to because we know there are other options and we are here to make sure you get the best value which is not always the low price for the best job.	*
60	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	Shipping for large, bulky or heavy items MES will quote as needed separately. From time to time MES may include shipping as added discount at no charge. When MES ships from our warehouses to get products to customers quickly shipping may be added and at other times drop shipments may have shipping included no charge due to shipping terms with manufacture's. Whatever the fairest and most equitable shipping situation MES will present to each order. MES will present these shipping terms at time of each quote. Hawaii and Alaska orders shipping will be quoted as stated per quote. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*
61	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Shipping and or freight to Alaska or Hawaii are quoted per quote. MES is not interested in servicing Canada at this time. MES does no exporting unless shipped to a Federal/DOD location.	*
62	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Unique distribution that MES offers is our many hubs through out the USA and if we do not have it in stock our relationships with our manufactures are second to none in the industry making MES the effective hammer in the market that we are today. Any special quicker shipping requests can be quoted upon request and MES will do our best to accommodate. MES has a very substantial account with Federal Express so MES's rates are very low considering how much volume we ship every year.	*

Table 12: Pricing Offered

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

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
64	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Within the MES ordering system as mentioned reference ordering there is a forced tab that must be selected when entering a quote to select a contract vehicle. Sourcewell being one of those that needs to be selected when quoting for that contract if awarded and once selected the sales representative then ensures that the item quoted is getting the sourcewell discounted price per the contract price list or in the case that there is any added discount also as listed to determine if shipping would be included as sometimes is or if needs to be added based on the situation we need to quote shipping. Quarterly a report is pulled by Vice President of Finance and then reviewed by the contract administrator then once review is complete fees are calculated using excel with the formula set to the fee percentage due and then that report is then sent back to the Vice President of Finance for his department's review. Once approved the fee is sent to Sourcewell for the quarterly sales.
65	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	MES proposes a 1% fee for all sales quarterly.

Table 14: Industry Specific Questions

Line Item	Question	Response *	
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon an award MES would survey our sales force to see how the response of the membership customers wish to use this contract vehicle to purchase. And MES will be tracking success of the use of the contract by its membership when we look at the quarterly reports to see how much business is completed using this contract after it has had a couple quarters to be promoted both by Sourcewell and by MES.	*
67	Describe the unique design and feature attributes of the products and/or equipment offered in your proposal.	MES provides the very best that the fire and public safety industry manufacturers have to offer our market. Many of these products are similar however MES takes feedback from agencies and gives that back to manufacturers to improve products performance and safety while maintaining safety standards and certifications. MES has had many manufacturers make products just for MES to offer as a result so that MES can provide thermal imaging cameras, gloves, boots, or other products that are better than we normally see in the market.	*
68	Describe available options for customization of the products and/or equipment offered in your proposal.	MES offers the full range of options from all of the various manufactures represented to customize items within the extent that certifications allow.	*
69	Explain your processes for sizing, fitting, and the alteration of the products and/or equipment offered in your proposal, as applicable.	Once MES gets an order which involves a need for sizing of any product our regional sales force is in contact with the agency membership to schedule sizing. If fitting is needed after delivery MES is again available to help with that as well and any alterations can be ordered or addressed quickly.	*
70	If you provide on-site or in-person sales, service, training, and/or support, explain how those activities are handled and the unique attributes of your process.	MES has as mentioned in other tabs the largest and most experienced subject matter specialist in the industry for on site sales demo, training and support. Our sales force works closely with the manufactures having many of their folks ride with MES sales force to sales calls to demo and service products. This makes MES the reason we are the first ones agencies call and even though we may not always be the lowest price we are the best value in the industry. MES gets it done.	*
71	Describe your compliance with applicable national standards for the products and/or equipment offered in your proposal, such as: National Fire Protection Association (NFPA), Occupational Safety and Health Administration (OSHA), and American National Standards Institute (ANSI).	MES staff are subject matter specialist on NFPA standards for turnout gear, SCBA systems and all related gear so that as changes in certifications are happening we are there to help the market stay up to speed with all of their gear and certifications testing and service. Our Techs are updated on their training as well as our sales staff as needed.	*

Exceptions to Terms, Conditions, or Specifications Form

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

Documents**Ensure your submission document(s) conforms to the following:**

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - MES Audited Financials 2018 FS.pdf - Saturday March 21, 2020 15:12:35
- [Marketing Plan/Samples](#) - MES Sourcewell 03262020 Marketing plan.doc - Sunday March 22, 2020 17:06:30
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - Sourcewell 03262020 Warranty.doc - Tuesday March 24, 2020 09:27:04
- [Pricing](#) - MES PL.zip - Tuesday March 24, 2020 09:27:34
- [Additional Document](#) - MESWEL~1.PDF - Saturday March 21, 2020 15:12:11

Proposers Assurance of Comp**PROPOSER ASSURANCE OF COMPLIANCE****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this RFP and any resulting Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP; and, the Proposer has not participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named solicitation.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

☒ Yes ☐ No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu March 19 2020 10:31 AM	☒	2
Addendum_6_Firefighting_Pers_Protect_Eqpt_RFP032620 Fri March 13 2020 02:36 PM	☒	--
Addendum_5_Firefighting_Pers_Protect_Eqpt_RFP032620 Wed March 4 2020 05:07 PM	☒	1
Addendum_4_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu February 27 2020 03:55 PM	☒	2
Addendum_3_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon February 10 2020 06:01 PM	☒	1
Addendum_2_Firefighting_Pers_Protect_Eqpt_RFP032620 Thu January 30 2020 05:45 PM	☒	--
Addendum_1_Firefighting_Pers_Protect_Eqpt_RFP032620 Mon January 27 2020 09:48 AM	☒	--

**AMENDMENT #1
TO
CONTRACT # 032620-MES**

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Municipal Emergency Services Inc.** (Vendor).

Sourcewell awarded a contract to Vendor to provide Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment, to Sourcewell and its Participating Entities, effective May 5, 2020, through May 7, 2024 (Contract).

The parties wish to amend the Contract.

NOW THEREFORE, Section 20. Insurance–Subsection A. Requirements– Item 5. Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability, of the Contract, is deleted in its entirety.

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

Sourcewell

DocuSigned by:
[Redacted Signature]
C0FD2A139D06489...

Jeremy Schwartz, Director of Operations/CPO

Date: 3/6/2023 | 9:46 PM CST

Municipal Emergency Services Inc.

DocuSigned by:
[Redacted Signature]
10644B472C54440...
By _____
John Walker, CFO

Date: 3/6/2023 | 3:21 PM CST

Approved:

DocuSigned by:
[Redacted Signature]
7E42B8F817A64CC...
By: _____
Chad Coauette, Executive Director/CEO

Date: 3/7/2023 | 6:02 AM CST



3/10/2023

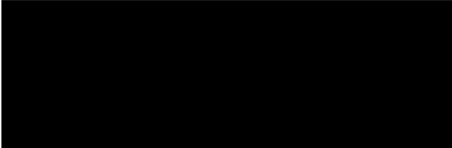
Bloomington Fire Department
310 N. Lee Street
Bloomington, IL. 61701

Dear Deputy Chief Flairty:

As of the date of this letter, as a result of some reorganization of our distribution structure, Municipal Emergency Services (MES) is the only distributor of 3M Scott Fire and Safety products serving McLean County in Illinois that is trained and authorized to provide products and services to municipal fire service customers. If you have any further questions please contact me.

Thank you for your business.

Regards,



Ray Redell
Fire & SCBA Specialist
3M Scott Fire & Safety



RFP #032620
REQUEST FOR PROPOSALS
for
Firefighting Personal Protective Equipment, Apparel, and Accessories, with
Related Cleaning and Maintenance Equipment

Proposal Due Date: March 26, 2020, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government agency and service cooperative, is requesting proposals for Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment to result in a contracting solution for use by its members. Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [<https://proportal.sourcewell-mn.gov>]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than March 26, 2020, at 4:30 p.m. Central Time, and late proposals will not be considered.

Solicitation Schedule

Public Notice of RFP Published:	January 23, 2020
Pre-proposal Conference:	February 6, 2020, 11:00 a.m., Central Time
Question Submission Deadline:	March 18, 2020, 4:30 p.m., Central Time
Proposal Due Date:	March 26, 2020, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	March 26, 2020, 6:30 p.m., Central Time **

** SEE RFP SUB-SECTION V. G. "OPENING"

Sourcewell RFP #032620
Firefighting Personal Protective Equipment, Apparel, and Accessories,
with Related Cleaning and Maintenance Equipment
Page 1

I. ABOUT SOURCEWELL AND MEMBERS

A. SOURCEWELL

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ members across the United States and Canada. Sourcewell's solicitation process complies with Minnesota law and policies, and results in cooperative contracting solutions from which Sourcewell's members procure equipment, products, and services.

Cooperative contracting provides members and vendors increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted vendors potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. MEMBERS AND USE OF RESULTING CONTRACTS

Membership in Sourcewell is open to government and non-profit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities. Access to contracted equipment, products, or services by Members is typically through a purchase order issued directly to the applicable vendor. A Member may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Members retain the right to obtain similar equipment, products, or services from other sources.

To meet Members' needs, public notice of this RFP has been broadly published, including notification to each state-level procurement departments for possible re-posting. As required by certain states, an Appendix of Members is included in this RFP and can be found in the Sourcewell Procurement Portal. Proof of publication will be available at the conclusion of the solicitation process.

For Canadian entities: This RFP is intended to include municipalities and publicly-funded academic institutions, school boards, health authorities, and social services (MASH sectors); including members of the Rural Municipalities of Alberta (RMA), and their represented Associations: Saskatchewan Association of Rural Municipalities (SARM), Saskatchewan Urban Municipalities Association (SUMA), and Association of Manitoba Municipalities (AMM).

II. EQUIPMENT, PRODUCTS, AND SERVICES

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that Proposers offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, a school district, or a regional cooperative.

1. Sourcewell is seeking proposals for Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment, to include:
 - a. Firefighting Personal Protective Equipment (PPE) for all types of fire and rescue service, including structural firefighting, wildland firefighting, technical rescue, aircraft rescue, HazMat, and EMS, including, but not limited to:
 - i. Protective clothing, including turnout gear, coats, pants, boots, gloves, hoods, and, CBRN clothing;
 - ii. Firefighting apparel and station-wear, including shirts, pants, jackets, and footwear;
 - iii. Helmets and related accessories, including front shields, helmet mounted lights, shrouds, straps, pads, and visors;
 - iv. Self-contained breathing apparatus (SCBA) and supplied air breathing apparatus (SABA), including open circuit and/or closed-circuit systems, facepieces, cylinders, regulators, and rapid intervention crew/company universal air connection (RIC UAC); and,
 - v. Related equipment and accessories, including personal alert safety systems (PASS), air supply monitoring systems, gas masks, belts, suspenders, straps, radio holders, and eye protection.
 - b. Breathing air compressors and compressor systems, including mobile and stationary fill stations, cascade systems, purification, and storage;

- c. Firefighting PPE cleaning equipment, including laundry machines, extractors, drying cabinets, and ultrasonic cleaners; and,
 - d. Services related to the equipment described in subsections 1. a. – c. above, including training, testing, maintenance or repair, installation, and warranty programs. However, this solicitation should NOT be construed to include “service-only” solutions. Proposers may include related services to the extent that these solutions are complementary to the purchase of the equipment and products being proposed.
2. The primary focus of this solicitation is on Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment. This solicitation should NOT be construed to include:
- a. Firefighting equipment, rescue tools, or related accessories.
3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:
- a. Uniforms and Uniform-Related Products And Services (RFP #062415);
 - b. Health & Safety, Medical, Surgical, and First Aid Related Equipment, Supplies, Accessories, and Services (RFP #061417);
 - c. Ambulance and Emergency Medical Transport Vehicles, with Related Equipment, Accessories, and Supplies (RFP #022118); and
 - d. Firefighting Apparatus, with Related Equipment, Accessories, and Supplies (RFP #022818).

Proposers may include related equipment, accessories, and services to the extent that these solutions are complementary to the equipment, products, or service(s) being proposed.

Generally, the solutions for Sourcewell Members are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment or products only solutions may be appropriate for situations where Sourcewell Members possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation those equipment/products being proposed.

Sourcewell prefers vendors that provide a sole source of responsibility for the products and services provided under a resulting contract. If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.

Sourcewell desires the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.

C. REQUIREMENTS

It is expected that Proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Members.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, Proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the Proposal, equipment and products must be delivered to the Member as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. ANTICIPATED CONTRACT TERM

Sourcewell anticipates that the term of any resulting contract(s) will be four (4) years. An extension may be offered based on the best interests of Sourcewell and its members.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD \$35 Million; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Members. The Proposer's Marketing Plan should demonstrate Proposer's ability to deploy a sales force or

dealer network to Members, as well as Proposer's sales and service capabilities. It is expected that Proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to Proposers able to best meet the need of Members. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. Proposers should include all relevant information in its proposal. Sourcewell cannot consider information that is not provided in the Proposal. Sourcewell reserves the right to verify Proposer's information and may request clarification from a Proposer, including samples of the proposed equipment or products.
3. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Members. Awards may be based on a subcategory.
4. A Proposer's documented negative past performance with Sourcewell or its Members occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
 - a. **Line-item Pricing** is pricing based on each individual product or services. Each line must indicate the Vendor's published "List Price," as well as the "Contract Price."
 - b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.
2. The Proposer's ceiling price (Ceiling price means that the proposed pricing will be considered as the highest price for which equipment, products, or services may be billed to a Member). However, it is permissible for vendors to sell at a price that is lower than the contracted price;

3. Stated in U.S., and Canadian dollars for Proposers intending to sell in Canada (as applicable); and
4. Clearly understood, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Member's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the Proposer. Additionally, Proposers should clearly describe any unique distribution and/or delivery methods or options offered in the Proposal.

B. ADMINISTRATIVE FEES

Proposers are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Members for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell. Only those modifications the Proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in a proposal being disqualified from further review and evaluation.

To request a modification to the Contract terms, conditions, or specifications, a Proposer must complete and submit an Exceptions to Terms, Conditions, or Specifications Form, with all requested modifications, through the Sourcewell Procurement Portal at the time of submitting the Proposer's response.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted on page one of this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent

to all entities that requested a copy of this RFP through the Sourcewell Procurement Portal. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

Questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a Proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the Proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential Proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the Proposer by checking the box for each addendum. It is the responsibility of the Proposer to check for any addenda that may have been issued up to the time for solicitation closing.

If an addendum is issued after a Proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the Proposer's proposal status to INCOMPLETE. The Proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The Proposer is solely responsible to:

- i) make any required adjustments to its proposal;
- ii) acknowledge the addenda; and
- iii) Ensure the re-submitted proposal is RECEIVED through the Sourcewell Procurement Portal no later than the closing time and date shown in the Solicitation Schedule.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by

Sourcewell RFP #032620
Firefighting Personal Protective Equipment, Apparel, and Accessories,
with Related Cleaning and Maintenance Equipment
Page 8

Sourcewell. **Only complete proposals that are timely submitted through the Sourcewell Procurement Portal will be considered. Late proposals will not be considered.** It is the Proposer's sole responsibility to ensure that the proposal is received on time.

All proposals must be received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time noted in the Solicitation Schedule above. It is recommended that Proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The closing time and date is determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to twenty-four (24) hours to respond to certain issues.

Upon successful submission of a proposal, the Portal will automatically generate a confirmation email to the Proposer. If the Proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the Proposer has obtained this solicitation document from a third party, the onus is on the Proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

All proposals must be acknowledged digitally by an authorized representative of the Proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, Proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the Proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

- In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
- Complete. A proposal will be rejected if it is conditional or incomplete.
- Submitted in English.
- Valid and irrevocable for ninety (90) days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the Proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a Proposer may withdraw its proposal.

G. OPENING

The Opening of Proposals will be conducted electronically through the Sourcewell Procurement Portal. A list of all Proposers will be made publicly available in the Sourcewell Procurement Portal after the Proposal Due Date, but no later than the Opening time listed in the Solicitation Schedule.

To view the list of Proposers, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.” The solicitation status will automatically change to “Closed” after the Proposal Due Date and Time.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible Proposer(s) offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Members. The award(s) will be limited to the number of offerors that Sourcewell determines is necessary to meet the needs of Sourcewell members. Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

- The number of and geographic location of:
 - Proposers necessary to offer a comprehensive selection of equipment, products, or services for Members’ use.
 - A Proposer’s sales and service network to assure availability of product supply and coverage to meet Members’ anticipated needs.
- Total evaluation scores.
- The attributes of Proposers, and their equipment, products, or services, to assist Members achieve environmental and social requirements, preferences, and goals. Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell’s knowledge about a specific vendor or product.

B. AWARD(S)

Award(s) will be made to the Proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	50
Financial Viability and Marketplace Success	75
Ability to Sell and Deliver Service	100
Marketing Plan	50
Value Added Attributes	75
Warranty	50
Depth and Breadth of Offered Equipment, Products, or Services	200
Pricing	400
TOTAL POINTS	1000

C. PROTESTS OF AWARDS

Any protest made under this RFP by a Proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. The protest must be received no later than ten (10) calendar days' following Sourcewell's notice of contract award(s) or non-award and must be time stamped by Sourcewell no later than 4:30 p.m., Central Time.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- The original signature of the protester or its representative;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the issues to be resolved;
- Identification of the legal or factual basis;
- Any additional supporting documentation; and
- Protest bond in the amount of \$20,000.

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain

false statements or do not support an attribute or condition stated by the Proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Discuss any aspect of the proposal with any Proposer and negotiate with more than one Proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Members; and
- Award a contract to one or more Proposers if it is in the best interest of Members.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell determines that negotiations are complete upon execution of the resulting contract. If the Proposer submits information in response to this RFP that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.37, the Proposer must:

- Clearly mark all trade secret materials in its proposal at the time the proposal is submitted;
- Include a statement with its proposal justifying the trade secret designation for each item; and
- Defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless Sourcewell, its agents and employees, from any judgments or damages awarded against Sourcewell in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives Sourcewell's award of a contract. In submitting a proposal to this RFP, the Proposer agrees that this indemnification survives as long as the trade secret materials are in possession of Sourcewell.

Sourcewell will not consider the prices submitted by the Proposer to be proprietary or trade secret materials. Financial information provided by a Proposer is not considered trade secret under the statutory definition.



1/27/2020

Addendum No. 1

Solicitation Number: RFP 032620

Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is there a list of items to quote?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 1/27/2020, is required at the time of proposal submittal.



1/30/2020

Addendum No. 2

Solicitation Number: RFP 032620

Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Page #2, Title I. About Sourcewell, the process will be “for the benefit of 50,000+ Members”: how many Sourcewell Members are in Canada?

Answer 1:

The number of participating Sourcewell members is not static. Sourcewell maintains a link to the member list on the “Sourcewell for Vendors” page of the Sourcewell website, with a separate worksheet for Canada [<https://www.sourcewell-mn.gov/sourcewell-for-vendors>]. The list is updated approximately weekly.

Question 2:

Page #4, Title II. Equipment Products & Services, Point B. Requested Equipment Products or Services, Line Item 3. Items which are not included in this solicitation: Can you advise who was awarded under RFP’s 062415, 061417, 022118 & 022818?

Answer 2:

Sourcewell maintains a list of current contract awards on the “Vendors & Contracts” page of the Sourcewell website [<https://www.sourcewell-mn.gov/contract-search>]. By

using the search function, with the 6-digit RFP number, a list of awarded contract vendors can be displayed.

Question 3:

Page #5, Title II. Equipment Products & Services, Point E. Estimated Contract Value & Usage: Can you advise the percentage share of the Canadian Members anticipated out of the USD \$35Million?

Answer 3:

The RFP anticipated volume is an estimate based on past volumes of similar Sourcewell contracts. It is an estimate only, and no sales or sales volume are guaranteed. There is no separate estimate of Canadian volume or percentage estimates by geographic region.

Question 4:

Page #7, Title III. Pricing, Point A. Requirements, Line Item 4. Cost of delivery & others: The cost of delivery is subject to location, quantity & other special conditions of the Member which will be known on case-to-case basis. Is it acceptable to quote ex-work our warehouse(s) including onsite training, installation & other related services, but excluding delivery?

Answer 4:

It is left to the discretion of each proposer to determine and propose the pricing approach that aligns with their business methods and satisfies all the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 5:

Page #7, Title III. Pricing, Point B. Administrative Fees: Do we need to include it in our price for this solicitation? If yes, we need to know the criteria on when any of the scenarios is applied to us, whether 1%, 2% or a flat fee?

Answer 5:

Refer to RFP Section III. B. – Administrative Fees, for directions on proposing an administrative fee. It is left to the discretion of each proposer to determine and propose an administrative fee that is consistent with its business and its industry. The

administrative fee is paid by the awarded vendor to Sourcewell and is not to be separately assessed to a member.

Question 6:

Page #11, Title VI. Evaluation & Award, Point B. Award(s), In the scoring criteria: We need more details on how the Proposer can reach the max\minimum of each line score specially (Value Added Attributes) & (Depth and Breadth of Offered Equipment, Products, or Services) which represent 27.5% of the total score?

Answer 6:

Refer to RFP Article VI. – Evaluation and Award - for details on the proposal scoring criteria. Additional guidance can be found in the “Sourcewell Evaluator Scoring Guide” found on the “Bids Homepage” in the Resource Materials section of the Sourcewell Procurement Portal.

Question 7:

Please confirm if a proponent must provide pricing on all items or if pricing for only some items is acceptable? (i.e. is this a mandatory bid 'all' or is a partial bid acceptable)

Answer 7:

Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell’s requested equipment, products, and services as described in RFP Section II. B (Requested Equipment, Products and Services). Sourcewell is seeking “... the broadest possible selection of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and potential Members.” A proposer is not required to offer all possible items within the scope of the solicitation to be considered for award. However, proposals are evaluated based on the criteria as stated in the RFP.

Question 8:

Please confirm if this opportunity is for purchases Canada-wide or just for western Canada (i.e. Alberta, Saskatchewan, and Manitoba).

Answer 8:

Sourcewell is seeking solutions to serve the largest possible cross-section of current and potential Sourcewell Members. Refer to RFP Article VI. – Members and Use of the Resulting Contracts - for details.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 1/30/2020, is required at the time of proposal submittal.



2/10/2020

Addendum No. 3

Solicitation Number: RFP 032620

Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Firefighting apparel and station-wear could include product that can be used by Law Enforcement. Sourcewell does not currently offer a contract that covers the LE group. If a proposer includes a product in this proposal that could also potentially be used by Law Enforcement, is the proposer able to include the same product again should there be a future RFP for LE?

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

Each Sourcewell solicitation results in one, or more, new contract award(s) that are separate and distinct from any previous solicitation. In any subsequent solicitation, a respondent would again be allowed to propose the entire line of products and services falling within the scope of the subject RFP. In the event that a product has multiple applications or uses, a previous proposal (or award) does not preclude the inclusion of the item in a subsequent proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 2/10/2020, is required at the time of proposal submittal.



2/27/2020

Addendum No. 4

Solicitation Number: RFP 032620

Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

In reference to Table 11, Line Item 55: "...if applicable, provide a SKU for each item in your proposal." Please confirm if product category discounts are offered, then a SKU list is not applicable or expected as this may include tens of thousands of items?

Answer 1:

It is left to the discretion of each proposer to articulate and propose the pricing approach that aligns with their business methods and satisfies the requirements of RFP Article III - Pricing. Proposals are evaluated based on the criteria stated in the RFP.

Question 2:

Is there a list of items and brands that are requested? It is needed to give an accurate cost of these items.

Answer 2:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications or finite quantities for our cooperative contract awards. A respondent is allowed to propose the entire line of products and services falling within the scope of the RFP. Section II. B. of the RFP addresses the requested equipment, products or services for this solicitation.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 2/27/2020, is required at the time of proposal submittal.



3/4/2020

Addendum No. 5

Solicitation Number: RFP 032620

Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

As a manufacturer, we can only report numbers that we sell through distributors. When requesting total dollar volume, is it permissible to report wholesale dollar amounts?

Answer 1:

Refer to Sourcewell Contract Template Section 8 – Report on Contract Sales Activity and Administrative Fee Payment, for Sourcewell expectations for reporting and administrative fees. A request for modification to the Sourcewell contract template may only be submitted with a proposal. To request a modification to the template Contract terms, conditions, or specifications, a Proposer must complete and submit the Exceptions to Terms, Conditions, or Specifications table, which is found as the final Table of Step 1 in the proposal submission process.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 3/4/2020, is required at the time of proposal submittal.



3/13/2020

Addendum No. 6

Solicitation Number: RFP 032620

Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Is Sourcewell established in the Canadian market or is this a new initiative?

Answer 1:

Sourcewell members include thousands of governmental, higher education, K-12 education, not-for-profit, tribal government, and other public agencies located in the United States and Canada. The inclusion of Canada in this solicitation is not a new initiative for Sourcewell.

Question 2:

What Canadian customers currently participate in a Sourcewell contract?

Answer 2:

See the answer to Question #1 from Addendum #2 for this solicitation.

Question 3:

Due to the impending state of emergency and the fact that respondents to this bid are suppliers of PPE, would Sourcewell consider extending the deadline for this bid?

Answer 3:

An extension to the due date is not anticipated at this time.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 3/13/2020, is required at the time of proposal submittal.



3/19/2020

Addendum No. 7

Solicitation Number: RFP 032620

Solicitation Name: Firefighting Personal Protective Equipment, Apparel, and Accessories, with Related Cleaning and Maintenance Equipment

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Will you consider granting a due date extension due to the COVID-19 pandemic?

Answer 1:

Sourcewell is monitoring the circumstances presented by the COVID-19 pandemic. Based on the remaining time allowed, and the availability of the Sourcewell Procurement Portal for 24/7 remote access with the ability of multiple account contacts to collaborate, an extension to the due date is not anticipated at this time.

Question 2:

As a Canadian vendor working on a Proposal we are challenged with a US/ CDN dollar exchange rate that is rapidly changing. Are you willing to postpone this RFP until the exchange rate stabilizes?

Answer 2:

As indicated in Answer 1 above, an extension is not anticipated at this time. Each proposer will use its discretion in addressing the exchange rate fluctuation challenge, as applicable. Without limiting the available alternatives, reference to applicable indexes, rates, or metrics, is allowable in a proposal. Proposals are evaluated based on the criteria stated in the RFP.

Question 3:

If utilizing a network of dealers for order processing, do we need to provide that list upon submission? Can the list be modified at any time?

Answer 3:

Refer to RFP Section II. B. – Requested Equipment, Products, or Services – “If Proposer requires the use of dealers, resellers, or subcontractors to provide the products or services, the Proposal should address how the products or services will be provided to Members and describe the network of dealers, resellers, and/or subcontractors that will be available to serve Sourcewell Members under a resulting contract.” It is left to the discretion of each proposer to determine the information or documentation necessary to best demonstrate their ability to serve Sourcewell members and satisfy all the requirements included in the questionnaire tables. Proposals are evaluated based on the criteria stated in the RFP.

For additional detail on the requirement for awarded vendors with respect to distributor/dealer networks, refer to Sourcewell Contract Template Section 2. C. – Dealers and Distributors.

Question 4:

Will the administrative fee be charged to the manufacturer or to the dealer if using a dealer network? Will the fee be charged on the ceiling price or the final negotiated price listed on the member PO?

Answer 4:

Refer to Sourcewell Contract Template Section 8. – Report on Contracts Sales Activity and Administrative Fee Payment. A single sales report and administrative fee remittance is contemplated for each calendar quarter during the term of an awarded contract. Administrative fee is typically calculated based on total sales of all Equipment, Products, and Services purchased by Members under the contract.

End of Addendum

Acknowledgement of this Addendum to RFP 032620 posted to the Sourcewell Procurement Portal on 3/19/2020, is required at the time of proposal submittal.



CONSENT AGENDA ITEM NO. 8.E.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of Two (2) Public Safety Camera Trailers from Wireless CCTV for a total of \$78,766.96, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:
Goal 4. Strong Neighborhoods

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

BACKGROUND: The Police Department previously presented the purchase and use of the two Public Safety camera trailers to Council as part of a Violence Reduction and Prevention proposal which was approved by Council on March 13, 2023. This is a follow up request to make the purchase approved in the budget amendment at that time. This purchase will use a joint purchasing contract through GSA.gov (Contract # GS-07F-031DA, expires Nov 30, 2025) for a total amount of \$78,766.96.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Presented to the Public Safety and Community Relations Board on January 5, 2023, as a component of the overall Violence Reduction and Prevention Initiative by the Police Department.

FINANCIAL IMPACT: If approved, the City will purchase of Two (2) Public Safety Camera Trailers from Wireless CCTV for a total of \$78,766.96. The purchase will be made from the Police-Capital Outlay Equipment Other than Office account (10015110-72140), using recently added funds from the March 13, 2023 City Council approved budget amendment.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal: PS-1 (Reduce crime and the fear of crime), Objective: PS-1.2 (Develop personnel and increase departmental efficiencies: review and research relevant technologies).

Respectfully submitted for consideration.

Prepared by: Ken Bays, Assistant Police Chief

ATTACHMENTS:
[PD 1C GSA Joint Purchasing Contract GS-07F-031DA Wireless CCTV LLC](#)



Search:

all the words

Go

Contractor Information

[\(Vendors\) How to change your company information](#)

Contract #:	GS-07F-031DA	Socio-Economic :	Small business
Contractor:	WIRELESS CCTV, LLC	EPLS :	Contractor not found on the Excluded Parties List System
Address:	851 INTERNATIONAL PARKWAY SUITE 140 RICHARDSON, TX 75081-2801	Govt. Point of Contact:	
Phone:	8778059475	Tiffany S. Jolly	
E-Mail:	adamhaworth@wcctv.com	Phone: 817-585-2714	
Web Address:	http://www.wcctv.com	E-Mail: tiffany.jolly@gsa.gov	
SAM UEI:	QML4CG1U5NN5	Contract Clauses/Exceptions:	
NAICS:	334220	View the specifics for this contract	

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Current Option Period End Date	Ultimate Contract End Date	Category	View Catalog	
MAS	Multiple Award Schedule	GS-07F-031DA		Nov 30, 2025	Nov 30, 2035	334220 OLM		



Standard Form 1449, Contract for Commercial Items
Wireless CCTV, LLC
Contract Number (GS-07F-031DA)

Page 1C

**GENERAL SERVICES ADMINISTRATION
FEDERAL ACQUISITION SERVICE
AUTHORIZED FEDERAL SUPPLY SCHEDULE CATALOG/PRICE LIST**

On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order is available through **GSA Advantage!**, a menu-driven database system. The INTERNET address for GSA Advantage! is <http://www.gsaadvantage.gov>

SCHEDULE TITLE: Multiple Award Schedule
Solicitation Number : 47QSMD20R0001
Refresh Number : 0014

CONTRACT NUMBER: GS-07F-031DA

CONTRACT PERIOD: 12/01/2020 through 11/30/2025

For more information on ordering from Federal Supply Schedules click on the GSA Schedules link at www.gsa.gov

Wireless CCTV, LLC
866 Presidential Drive, STE 406
Richardson TX 75081
Phone: 877 805 9475
Fax: 214-355-5222

DUNS: 079160266
TIN: 27-1863984
Website address: <http://www.wcctv.com>

CONTRACTOR'S ADMINISTRATION SOURCE:
Contact for Contract Administration:

Adam Haworth
Executive Vice President
adamhaworth@wcctv.com
469-344-0272

BUSINESS SIZE: Small

Socioeconomic Indicators: N/A



CUSTOMER INFORMATION:

1a. TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs)

SIN DESCRIPTION

SIN 33 422 0 Surveillance Systems, Wearable Body Cameras, and Vehicular Video

1b. LOWEST PRICED MODEL NUMBER AND PRICE FOR EACH SIN:

(Government net price based on a unit of one)

<u>SIN</u>	<u>MODEL</u>	<u>PRICE</u>
33 422 0	HDBWV	\$612.50

1c. HOURLY RATES: (Services Only)



Standard Form 1449, Contract for Commercial Items (Cont'd)

Page 1D

Wireless CCTV, LLC

Contract Number (GS-07F-031DA)

2. MAXIMUM ORDER*: \$250,000.00 for SIN 33 422 0

*If the best value selection places your order over the Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement (2) offer the lowest price available under this contract or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the schedule contract in accordance with FAR 8.404.

3. MINIMUM ORDER: \$100.00

4. GEOGRAPHIC COVERAGE: Domestic

5. POINT(S) OF PRODUCTION: UK/USA/Germany

6. DISCOUNT FROM LIST PRICES: Prices are listed as GSA Net, Discount Deducted and IFF included.

7. QUANTITY DISCOUNT(S): N/A

8. PROMPT PAYMENT TERMS: Net 30. Information for Ordering Offices: Prompt payment terms cannot be negotiated out of the contractual agreement in exchange for other concessions.

9.a Government Purchase Cards must be accepted at or below the micro-purchase threshold.

9.b Government Purchase Cards are accepted above the micro-purchase threshold.

10. FOREIGN ITEMS: UK/Germany

11a. TIME OF DELIVERY: 4 weeks ARO.

11b. EXPEDITED DELIVERY: Contact Contractor.

11c. OVERNIGHT AND 2-DAY DELIVERY: Contact Contractor.

11d. URGENT REQUIREMENTS: Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery.

12. FOB POINT: Origin



Standard Form 1449, Contract for Commercial Items (Cont'd)

Page 1E

Wireless CCTV, LLC

Contract Number (GS-07F-031DA)

13a. ORDERING ADDRESS: Same as contractor

13b. ORDERING PROCEDURES: For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3

14. PAYMENT ADDRESS: Same as contractor

15. WARRANTY PROVISION: Standard Commercial. Contact Contractor.

16. EXPORT PACKING CHARGES: N/A

17. TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE: (any thresholds above the micro-purchase level may be inserted by contractor)

18. TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (IF APPLICABLE):
See Appendix 1

19. TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE): N/A

20. TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE): N/A

20a. TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE): N/A

21. LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE): N/A

22. LIST OF PARTICIPATING DEALERS (IF APPLICABLE): N/A

23. PREVENTIVE MAINTENANCE (IF APPLICABLE): N/A

24a. SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants): N/A

24b. Section 508 Compliance for EIT: as applicable

25. DUNS NUMBER: 079160266

26. NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE: Contractor has an Active Registration in the SAM database



CONSENT AGENDA ITEM NO. 8.F.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Purchase of Elation Moving Lights for the Bloomington Center for Performing Arts' ("BCPA") Stage and Productions from JRLX, Inc. in the amount of \$69,924.00, as requested by the Arts & Entertainment Department.

RECOMMENDED MOTION: The proposed Purchase be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The BCPA lighting fixtures are aging and in order to keep up with technological standards of touring shows, and to continue to be able to attract quality shows for the community, it is important for these fixtures to be upgraded. The original conventional fixtures date back to the remodel of the building and while the intelligent fixtures are slightly newer, they are still from the early 2010's. The purchase of state-of-the-art Elation Lighting fixtures will ensure that the BCPA has fully functioning lighting for shows that meet the requirements of the artists.

For this purchase, BCPA staff are requesting to utilize a Limited Source Justification in order to continue to facilitate their relationship with JRLX, Inc., as staff are familiar with the operation of this type of lighting and no further training will be needed. Utilizing JRLX lighting also maintains compatibility and the ability to utilize the same replacement parts as necessary. JRLX is the closest in proximity of suppliers of this type of lighting which allows them to be the most responsive which is critical to meet the demands of artists and shows.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase Elation Moving Lights for the Bloomington Center for Performing Arts' ("BCPA") Stage and Productions from JRLX, Inc. in the amount of \$69,924.00. Funds are included in the FY 2023 Budget in the BCPA-Capital Outlay Equipment Other than Office account (10014125-72140-20000). Stakeholders can locate this in the FY 2023 Budget Books: "Budget Overview & General Fund" on page 200 and "Other Funds & Capital Improvement" on page 96.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

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

Respectfully submitted for consideration.

Prepared by: Aza Dzurovcik,

ATTACHMENTS:

[ARTS 1B Quote](#)

[ARTS 1C Limited Source Justification_JRLX](#)



JRLX, Inc.
18464 W. Creek Drive
Tinley Park, IL 60477
(708)460-6319
Jason@JRLXinc.com
jrlxinc.com

CONFIDENTIAL QUOTATION

ADDRESS

Dan Cavanaugh
Bloomington Center for Performing
Arts
600 N East St,
Bloomington, IL 61701 USA

SHIP TO

Dan Cavanaugh
Bloomington Center for Performing
Arts
600 N East St,
Bloomington, IL 61701 USA

CONFIDENTIAL

QUOTATION #

DATE 03/13/2023

REPRESENTATIVE:

JR

PRODUCT/SERVICE	QTY	RATE	AMOUNT
Elation Fuze MAX Profile UZ546	8	6,470.00	51,760.00T
KL PAR FC; 280W RGBMA LED PAR KLP500	20	865.00	17,300.00T
Elation Quick Rig Clamp Black Low Profile Quick Release	36	24.00	864.00T
FREE FREIGHT	1	0.00	0.00
Applies to Ground Freight Exclusively			

Pricing Subject to Change Without Notice

\$200 minimum order policy applies. Remainder will be added to total \$200 if the amount falls below \$200.

Some items quoted may be subject to Section 301 and/or other import tariffs which would apply at the time of purchase/invoicing.

All Sales Final Unless Otherwise Noted.

Custom Products are Not Returnable.

Shipping Costs May Apply and Subject to Change if Quoted.

Quote is based on a 4.0% cash or check discount which will not apply if a credit card is used.

Products sold outside the state of Illinois are subject to sales/use tax to be paid by the purchaser. JRLX, Inc. assumes no liability for sales tax collection outside the state of Illinois. Applicable sales tax to be added to final invoice.

Individual state sales tax paid to the drop shipper may be added to the final invoice in some cases.

THANK YOU FOR THE OPPORTUNITY!

SUBTOTAL	69,924.00
TAX (0%)	0.00
TOTAL	\$69,924.00

Accepted By

Accepted Date

LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A - LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & # JRLX Inc.

Amount: \$69,924.00

Date: 3/13/2023

Description of item/services:

Lighting for the BCPA -JRLX

20x KL PAR-FC (MFR#: KLP500)

8x FUZE MAX PROFILE (MFR#: FUZ546)

Justification:.

The BCPA utilizes very specialized lighting for their shows/productions. The BCPA have made a capital investment utilizing JRLX in the past and would like to continue to do so as the staff are familiar with the operation of this type of lighting and no further training will be needed. Utilizing JRLX also maintains compatibility and the ability to utilize the same replacement parts in necessary. JRLX is also the closest in proximity of suppliers for this type of lighting which allows them to be the most responsive.

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



(Name and Signature of Department Director or Designee)

3/13/2023

Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur ☒ I do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Signature of Purchasing Agent or Designee

3/14/2023

Date

Name and



CONSENT AGENDA ITEM NO. 8.G.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Adopting the Official 2022 Zoning Map for the City of Bloomington, Which Supersedes and Replaces the Official 2021 Zoning Map Adopted by Council on March 28, 2022, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The City of Bloomington is required by Chapter 44 of the City Code, and by 65 ILCS 5/11-13-19 of the Illinois Municipal Code, to annually adopt the Official Zoning Map for the preceding calendar year, and to publish the Official Zoning Map no later than March 31st of each year. The map should clearly show the existing zoning uses, divisions, restrictions, regulations, and classifications for the preceding calendar year. In addition, the City Code provides that in the event there have been significant or numerous changes in zoning, the City Council may, by Resolution, adopt an Official Zoning Map showing those changes ([§ 44-205](#)).

Over the course of the year in 2022, the City adopted a number of map amendments as the result of community petitions; these are included in the map, attached as Exhibit "A" to the proposed Resolution. A complete list of common addresses and PINs for map amendments occurring in 2022 has been provided for reference.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Each map amendment, approved in 2022 and represented in the Official 2022 Zoning Map, has undergone review by City Staff and the Planning Commission. Each amendment required a public hearing with opportunity for public comment and testimony, and included additional consideration and action by City Council before final approval. The proposed Resolution is a formality of incorporating already-approved changes into the visual representation of zoning within the City.

FINANCIAL IMPACT: N/A

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: ED N-1.1 (Enhance the livability of all Bloomington Neighborhoods) and ED-4.4 (Evaluate commercial land use need in the context of changing economic trends.)

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:

[E&CD 4B Resolution](#)

[E&CD 4B Resolution Exhibit A](#)

[E&CD 4C List of Map Amendments in 2022](#)

RESOLUTION NO. 2023 - _____

A RESOLUTION ADOPTING THE OFFICIAL 2022 ZONING MAP FOR THE CITY OF
BLOOMINGTON, WHICH SUPERSEDES AND REPLACES THE OFFICIAL 2021 ZONING
MAP ADOPTED BY COUNCIL ON MARCH 28, 2022

WHEREAS, pursuant to 65 ILCS 5/11-13-19 of the Illinois Municipal Code, the corporate authorities shall cause to be published, no later than the thirty first (31st) day of March each year, a map clearly showing the existing zoning uses, divisions, restrictions, regulations and classifications of such municipality for the preceding calendar year; and

WHEREAS, the City Council adopted the Official 2021 Zoning Map (Res. 2022-08) on March 28, 2022 which superseded the Official 2020 Zoning Map; and

WHEREAS, the map published by the corporate authority shall be the Official Zoning Map, and when multiple changes occur and said map becomes difficult to interpret, said map shall be revised and a new Official Zoning Map showing the revisions shall be adopted; and

WHEREAS, adopted changes to the Official 2021 Zoning Map, as of December 31, 2022, have been reviewed and incorporated into the map attached as Exhibit "A" and hereinafter referred to as the "Official Zoning Map", which is attached hereto and made part hereof by this reference; and

WHEREAS, pursuant to § 44-202 of the Bloomington City Code, one (1) copy of the Official Zoning Map and thereafter one (1) copy of the current annual revision thereto are to be kept for public inspection in the Office of the City Clerk and in the office of the Director of Economic and Community Development; and

WHEREAS, each such map shall be identified by the signature of the Mayor, attested by the City Clerk and bearing the seal of the City under the words: This is to certify that the Official Zoning Map supersedes and replaces the previous Official Zoning Map and is part of Chapter 44 of the Bloomington City Code, 1960, as amended; and

WHEREAS, the City Council of said City has the power to pass this resolution and adopt the Official 2022 Zoning Map with revisions as of December 31, 2022, as the Official Zoning Map of said City, which supersedes the Official 2021 Zoning Map adopted on March 28, 2022.

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

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

Section 2. The Council hereby approves and adopts the Official 2022 Zoning Map for the City of Bloomington Illinois attached as Exhibit "A."

Section 3. The City Clerk is hereby authorized to publish this Resolution in pamphlet form as provided by law.

Section 4. This Resolution shall take effect immediately after its approval and publication as required by law.

PASSED this 27th day of March 2023.

APPROVED this _____ day of March 2023.

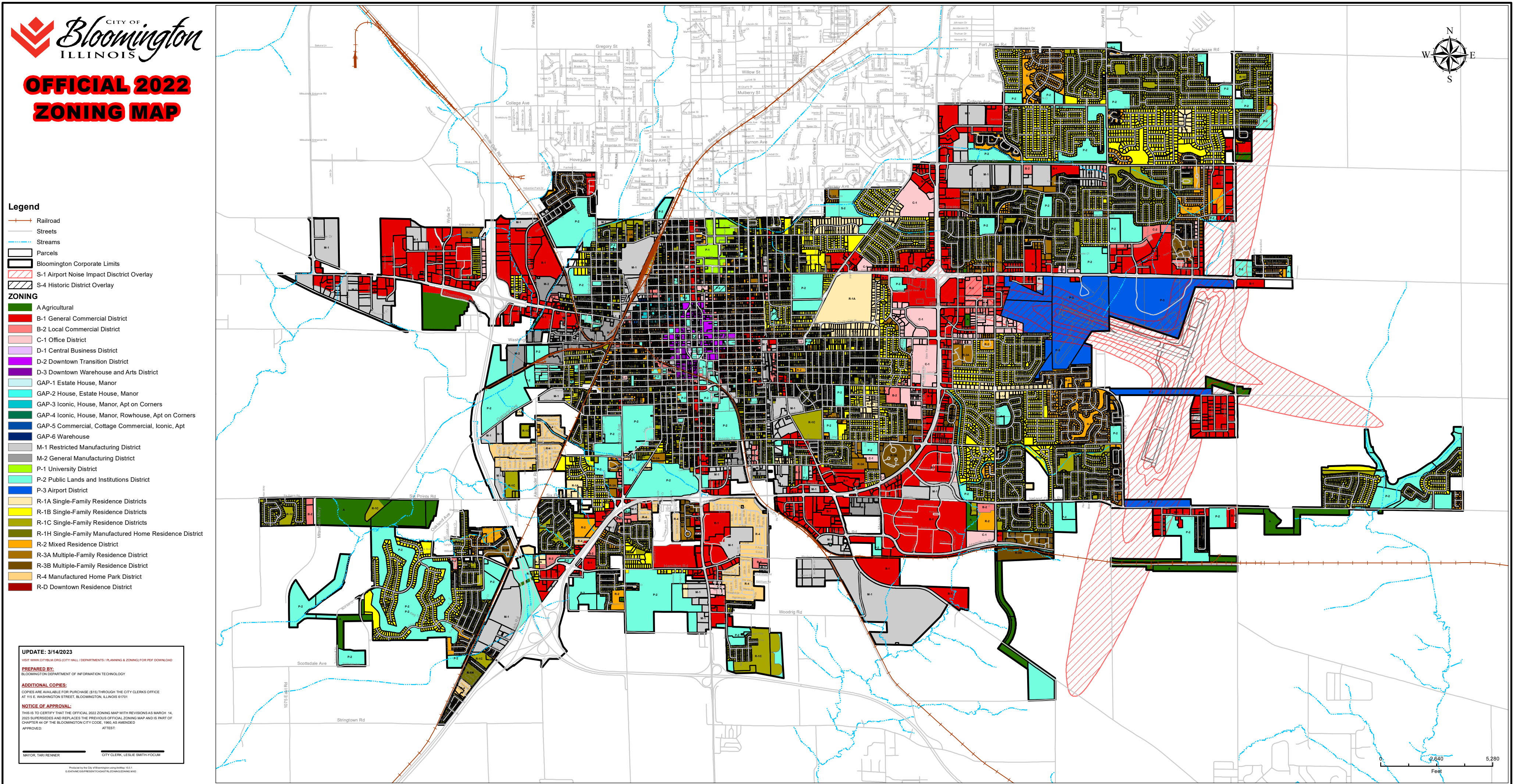
CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A
Official 2022 Zoning Map for the City of Bloomington



Common Address and PINs for Map Amendments Occurring in 2022

Date Changed	Property Address	PIN(S)	Reference	2022 Zoning
2/14/22	Enterprise Drive & Maple Hill Road	14-31-326-001 & 14-31-326-003	Ord. No. 2022-08	R-3A
2/14/22	205 N. Prospect Road	21-02-253-017	Ord. No. 2022-09	R-3B
2/14/22	Enterprise Drive & Maple Hill Road	14-31-401-003	Ord. No. 2022-10	R-3A
3/28/22	413 E. Washington Street & 410 E. Front Street	21-04-411-013	Ord. No. 2022-18	P-2
3/28/22	309 E. Wood Street	21-09-207-013	Ord. No. 2022-19	B-2
4/25/22	223 Bloomington Heights Road	21-06-102-004	Ord. No. 2022-41	B-1
4/25/22	Unaddressed	21-06-102-003	Ord. No. 2022-41	A
5/9/22	2027 S. Main Street	21-16-152-009	Ord. No. 2022-47	B-1
5/23/22	602 S. Gridley Street	21-04-462-021	Ord. No. 2022-50	B-2
5/23/22	705 E. Washington Street	21-04-433-004	Ord. No. 2022-52	R-3B
08/22/22	1011 N. Evans Street	21-04-226-008	Ord. No. 2022-79	R-2/S-4
11/28/22	1301 W. Washington Street	21-05-328-001	Ord. No. 2022-109	M-1
11/28/22	602 S. Main Street	21-09-130-003	Ord. No. 2022-110	P-2
11/28/22	2813 W. Market Street	20-01-200-012	Ord. No. 2022-113	B-1
12/31/22	201 E. Grove Street	21-04-350-002	Ord. No. 2005-40 & Ord. No. 2019-12	D-2/S-4 *

* 2019 Official Zoning Map "S-4" Designation restored (removed due to error in 2019)



CONSENT AGENDA ITEM NO. 8.H.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving the Purchase of an Integrated Ballistic Identification System ("IBIS") from Forensic Technology, Inc. in the amount of \$153,110, as requested by the Police Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: On March 13, 2023, Council approved a budget amendment adding \$500,000 to the Police Department's Fiscal Year ("FY") 2023 budget, for the purpose of making purchases intended to advance the Police Department's Violence Reduction and Prevention Proposal. One of the several listed expenditures approved by Council was an National Integrated Ballistic Information System ("IBIS"), for up to \$162,000.

The Police Department is seeking a bid waiver to purchase the IBIS from Forensic Technology, Inc. as IBIS is the only system which currently meets the standards to interface with the Alcohol, Tobacco, and Firearms National Integrated Ballistic Information Network ("NIBIN"). IBIS has also been tested and found to be in compliance with the stringent security requirements of NIBIN. The integration allows for multi-regional ballistic casing analysis which can allow for quick identification and linking of evidence.

It is not uncommon for the same firearm to have been used in multiple jurisdictions both nearby and in other states. Currently, this identification takes months to make the link; however, this system could potentially reduce the time to several hours. The expedited timeline could create crucial investigatory leads and potentially leading to the prevention of additional shootings by accelerating the investigation, resulting in faster arrests and firearms recovery.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Presented to and supported by the Public Safety and Community Relations Board on January 5, 2023, as one component of the overall Violence Reduction and Prevention Initiative by the Police Department.

FINANCIAL IMPACT: If approved, the City will purchase an Integrated Ballistic Identification System ("IBIS") from Forensic Technology, Inc. in the amount of \$153,110 utilizing funds approved by City Council from the March 13, 2023, Police Department Budget Amendment. The funds for this purchase will be charged to the Police-Repair/Maintenance Office &

Computer Equipment account (100151100-70530). Stakeholders can locate this in the FY 2023 Budget Book titled "Budget Overview & General Fund" on page 226.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: Goal: PS-1 (Reduce crime and the fear of crime), Objective: PS-1.2 (Develop personnel and increase departmental efficiencies: review and research relevant technologies)

Respectfully submitted for consideration.

Prepared by: Ken Bays, Assistant Police Chief

ATTACHMENTS:

[PD 3C Forensic Technology, Inc. Quote](#)

[PD 3B Resolution](#)

[PD 3D Maintenance and Service Agreement](#)

[PD 3E Informational Brochure](#)

ULTRA.

Proposal for IBIS® Systems

Submitted to the: Bloomington Police Department

305 S. East Street

Bloomington Illinois 61701

United States

Attention:

Mr. Kenneth Bays

Assistant Police Chief

By: Forensic Technology Inc., a member of the Ultra Group of companies

7975 114th Ave. North, Suite 2500

Largo, FL 33773-5028

Date: March 14, 2023

Reference No.: S-09643, Rev. 02



The information, technical data, concepts, and designs disclosed herein are the exclusive property and contain proprietary rights, trade secret and confidential business or financial information of Ultra Electronics Forensic Technology Inc. or others that are not to be used, copied, or disclosed to any other party without the advanced written consent of Ultra Electronics Forensic Technology Inc., and/or that are exempt from disclosure under the Freedom of Information Act, where applicable. The recipient of this document, by its retention and use, agrees to hold in confidence the information, technical data, concepts, and designs contained herein.

Content

1	Executive Summary.....	1
1.1	Solution Overview.....	1
1.2	Forensic Technology, IBIS and NIBIN	2
1.3	Your Contact at Forensic Technology	2
2	Pricing and Standard Terms.....	3
2.1	Option 1	3
2.2	Option 2	4
2.3	Proposal/Offer Validity Period.....	5
2.4	Currency.....	5
2.5	Payment Terms	5
2.6	Delivery	5
2.7	Shipping, Duties, Taxes and Fees.....	6
2.8	Property Title and Risk of Loss.....	6
2.9	Warranties, Material and Workmanship	6
2.10	Connection to NIBIN	6
2.11	Arbitration.....	7
2.12	Limitation of Liability	7
2.13	Termination for Convenience	7
2.14	Force Majeure.....	7
2.15	Software License Agreement.....	8
2.16	Availability Commitment	8
2.17	Privacy of Personal Data	8
2.18	Anti-Bribery.....	8
3	Scope of Services	10
3.1	Site Survey	10
3.2	Equipment Transport and Delivery.....	10
3.3	Installation	10
3.4	On-Site Acceptance.....	11
3.5	Training Program	11
3.6	SafeGuard Warranty	12
4	IBIS Facility Requirements Overview	13
4.1	Storage Requirements	13
4.2	Environment	13
4.3	Footprint	13
4.4	Power Source Requirements	14
4.5	Communication Lines	14
4.6	Local Area Network (LAN).....	14

Annexes

- Sole Source Letter
- About Forensic Technology
- Ways to join NIBIN
- IBIS Training Programs
- Services covered by SafeGuard

1 Executive Summary

Forensic Technology Inc., a member of the **Ultra Group of companies**, (hereinafter referred to as **Forensic Technology**), is pleased to provide the **Bloomington Police Department**(hereinafter referred to as the **Customer**) with this proposal for options of our latest generation of Integrated Ballistic Identification System (**IBIS®**).

1.1 Solution Overview

Forensic Technology offers the world's leading solution for automated ballistic identification. IBIS solutions provide timely actionable intelligence for the investigation of firearm-related crimes, which has contributed to the arrest of thousands of criminals. IBIS is the search engine that helps law enforcement agencies quickly find links between firearm-related incidents. IBIS uses specialized 3D microscopy to capture the unique markings left by firearms on fired bullets and cartridge cases. The powerful IBIS correlation algorithms reveal the most likely matches in IBIS networks representing millions of bullets and cartridge cases. High-definition 3D viewing makes it easy to review the top search results, ranked by similarity, using virtual microscopy to visually compare the surface details. A match found in IBIS is often sufficiently apparent to provide an investigative lead, without having access to the physical evidence. IBIS makes it possible for agencies to collaborate seamlessly, whether it be regionally, nationally or internationally.

Each IBIS solution package features the latest generation of IBIS technology and includes exceptional 3D imaging, the best comparison algorithms for ballistic evidence in large databases, and a reliable and secure data management infrastructure.

Option	Description
1.	NIBIN Cartridge Cases Acquisition & Triage Package , comprising: - One (1) BRASSTRAX™ Acquisition Station - One (1) PAG800 Stereo Zoom Microscope
2.	NIBIN Cartridge Cases Acquisition, Analysis & Triage Package , comprising: - One (1) BRASSTRAX™ Acquisition Station - One (1) MATCHPOINT™ Analysis Station for Cartridge Cases - One (1) PAG800 Stereo Zoom Microscope

NOTES:

1. Please see the attached brochure "Ways to join NIBIN" for detailed product features and functionality.
2. For Option 1 it is assumed that the analysis of the correlation results will be performed at another location or another agency where a MATCHPOINT Analysis Station for Cartridge Cases is available.

1.2 Forensic Technology, IBIS and NIBIN

Because criminals move from jurisdiction to jurisdiction, IBIS has been designed to automatically share ballistic evidence across local, regional and national networks. Today, IBIS is the backbone of the National Integrated Ballistic Information Network (NIBIN) providing a valuable database of ballistic intelligence that can help link firearm crimes nationwide.

Established by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), NIBIN links crimes more quickly, generates investigative leads that would otherwise not have been detected, shares intelligence across jurisdictional boundaries, and gives prosecutors admissible evidence to corroborate witness testimony. NIBIN is the only national network that allows for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms. It is a resource that is vital to any violent crime reduction strategy, providing investigators with the ability to compare their ballistics evidence against evidence from other crimes outside of their jurisdiction.

1.3 Your Contact at Forensic Technology

Should you have any questions about this proposal, please do not hesitate to contact **Mr. Jeffrey Russell** in Denver, Colorado at telephone number +1 720 621 4580 or via e-mail at Jeffrey.Russell@ultra-ft.com.

2 Pricing and Standard Terms

This section details our prices and standard terms.

2.1 Option 1

Description	Total Price (USD)
NIBIN Cartridge Cases Acquisition & Triage Package , comprising: - One (1) BRASSTRAX Acquisition Station - One (1) PAG800 Stereo Zoom Microscope - One (1) color printer - One-year SafeGuard Warranty - Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded - Installation and commissioning, and on-site training	\$153,110
TOTAL PRICE (US Dollars)	\$153,110

Optional Items

Item	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Discounted Price (USD)
1.	One (1) additional year	\$18,713	(\$651)	\$18,062
2.	Three (3) additional years	\$57,839	(\$5,574)	\$52,265
3.	Five (5) additional years	\$99,349	(\$19,352)	\$79,997

2.2 Option 2

Description	Total Price (USD)
NIBIN Cartridge Cases Acquisition, Analysis & Triage Package , comprising: - One (1) BRASSTRAX Acquisition Station - One (1) MATCHPOINT Analysis Station for Cartridge Cases - One (1) PAG800 Stereo Zoom Microscope - One (1) color printer - One-year SafeGuard Warranty - Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded - Installation and commissioning, and on-site training	\$219,075
TOTAL PRICE (US Dollars)	\$219,075

Optional Items

Item	SafeGuard Warranty following one-year warranty	Standard Price (if purchased annually)	Multi-Year Discount	Discounted Price (USD)
4.	One (1) additional year	\$27,121	(\$942)	\$26,179
5.	Three (3) additional years	\$83,829	(\$8,079)	\$75,750
6.	Five (5) additional years	\$143,991	(\$28,048)	\$115,943

NOTES:

1. Pricing in this proposal includes security components as mandated by ATF.
2. Prices for all optional SafeGuard Warranty items are based on purchase and payment at the same time as the equipment. If the Customer wishes to purchase extended warranty separately from the equipment, Forensic Technology reserves the right to revise the pricing.
3. For option 1 it is assumed that the analysis of the correlation results will be performed at another location or another agency where a MATCHPOINT Analysis Station for Cartridge Cases is available.
4. Multi-year Safeguard Protection Plans yield substantial savings which are achieved as a result of loyalty discounts and the absence of annual indexation.
5. Extended warranty is not applicable to the PAG800 Stereo Zoom Microscope. After the initial one-year warranty, labor and material charges for repairs to the PAG800 Stereo Zoom Microscope will be for the Customer's account.

NOTES – Continued:

6. Since the Customer has provided Forensic Technology with a valid Tax Exemption Certificate, no State Sales Tax has been added to the pricing above.
7. The customer understands that the IBIS equipment will not be operational until these following conditions are met:
 - a) JuNEt line is installed (by others).
 - b) Equipment installed (by Forensic Technology).
 - c) Bloomington personnel is trained.

Standard Terms

2.3 Proposal/Offer Validity Period

In accordance with the current scope of the project and requirements, this proposal is designed to provide up to date information on our products and/or services and related prices. As such, all information contained within is valid as at the date of issuance of this proposal and is subject to change, without notice, after **April 30, 2023**.

2.4 Currency

All prices are quoted in **United States Dollars**.

2.5 Payment Terms

Forensic Technology will invoice the Customer upon shipment from our location. The payment will be due 100% net thirty (30) days from the date of our invoice.

2.6 Delivery

As requested by the customer, the deliver will be made before June 30, 2023

Our standard delivery terms are one hundred and eighty (180) days after receipt and acceptance of purchase order, however Forensic Technology will deliver the equipment before June 30 2023, if the Customer provides Forensic Technology with a purchase order by April 30, 2023.

The delivery of the equipment will be within one hundred and eighty (180) days after receipt and acceptance of purchase order. However, in the past months, due to COVID-19 and other factors beyond our control, we have been experiencing delays in parts delivery from our suppliers, which is negatively impacting our delivery schedules to our customers. As the situation remains uncertain, the delivery will be confirmed upon receipt and acceptance of purchase order. Forensic Technology will continue to work with our supply chain partners in an effort to reduce delivery delays and meet our customers' preferred timelines.

The installation date at the Customer site will depend on availability of the equipment on-site as well as site readiness including the installation of all required communication lines. For NIBIN connectivity, installation by ATF of JUTNet communication lines is mandatory before the equipment installation be fully completed. Upon receipt and acceptance of the Customer's Purchase Order, Forensic Technology will notify ATF accordingly so that the JUTNet process may start. In parallel, the Customer should begin the necessary site preparation in conjunction with Forensic Technology. Delays related to installation of JUTNet communication lines can be up to several months; it is therefore encouraged to begin working with ATF as soon as possible to schedule installation.

2.7 Shipping, Duties, Taxes and Fees

The equipment will be shipped **DDP Customer Premises (Incoterms® 2020), unloaded**. Forensic Technology will be responsible for shipping the goods from its factory to the installation site, for all charges related to exportation, customs clearance and importation of the goods, as well as duties and taxes related thereto, and for unloading the shipment on the Customer's loading dock. **The quoted price excludes sales and/or withholding taxes (if applicable), as well as storage fees, which will be for the Customer's account.**

2.8 Property Title and Risk of Loss

Title and risk of loss of the equipment shall pass to the Customer when the equipment arrives at the point of delivery, regardless of completion of on-site Test Procedure and other services required under the contract.

2.9 Warranties, Material and Workmanship

Forensic Technology warrants to the Customer that all products delivered shall be new and free from defects in material, workmanship, and title.

Initial delivery will consist of factory new parts. Replacement parts delivered during the warranty period may be refurbished products or parts.

Forensic Technology expressly warrants the products manufactured by it as meeting the applicable specifications.

Forensic Technology makes no other warranties either expressed or implied (including without limitation warranties as to merchantability or fitness for a particular purpose). The Customer retains responsibility for the application and functional adequacy of the purchased system.

The Customer or any other third party must not alter the system's configuration, either by installing hardware/software or modifying system parameters. Should any modifications be performed by any party other than Forensic Technology, Forensic Technology reserves the right to void the balance of the system's warranty.

2.10 Connection to NIBIN

This proposal assumes that the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) will grant the Customer access to the National Integrated Ballistic Information Network (NIBIN), a NIBIN-IBIS Data Concentrator and a NIBIN-IBIS Correlation Server. A Memorandum of Understanding (MOU) between the agencies must be in place in order for the installation to be fully completed.

2.11 Arbitration

In the event of any dispute, claim, question, or disagreement arising from or relating to the contract resulting from this proposal or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration under UNCITRAL rules, at a neutral venue and under applicable law to both parties.

2.12 Limitation of Liability

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the system or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages. The Customer agrees to indemnify and hold Forensic Technology harmless in such events.

2.13 Termination for Convenience

Upon written notice from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer, as follows:

- If the termination notice is received prior to the equipment being packed at the factory, the Customer shall pay Forensic Technology 35% of the total value of the contract, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.
- If the termination notice is received after the equipment is packed and/or shipped, but prior to installation at the Customer's site, the Customer shall pay Forensic Technology 75% of the value of the contract. In addition, the Customer will also reimburse Forensic Technology for the costs of crating and shipping the equipment to the Customer's site and back to Forensic Technology, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.

The contract cannot be terminated once the equipment is installed at the Customer's site.

2.14 Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence, whether foreseeable or not. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

2.15 Software License Agreement

Use of the IBIS equipment is subject to a software license agreement, which resides on the machine. Users are required to accept the agreement prior to having access to the system. License fees for all software provided with the system are included in the initial purchase price and are included in any subsequent SafeGuard charges.

2.16 Availability Commitment

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

2.17 Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. Forensic Technology is also committed to ensuring compliance in all services and underlying processes where personal data is processed on behalf of partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. Forensic Technology uses personal data solely for contacting individuals in the course of normal business and in marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: <https://www.ultra-electronics.com/corporate-responsibility/data-privacy-notice>.

2.18 Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
 - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with

business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));

- to another person with the intention to reward a person for the improper performance of such a function or activity;
- to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;
- to a Public Official (or his representative), any political party or party official, any candidate for political office:
 - with the intention of influencing such official, party, or candidate in its or his official capacity to do or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the intention of obtaining or retaining business, or to secure any improper advantage;
 - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
 - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
- to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

3 Scope of Services

This section details the services included in this proposal.

3.1 Site Survey

Forensic Technology requires that the Customer complete a Site Survey ahead of equipment shipment. The purpose of this survey is to verify that the site selected by the Customer for the installation of the system complies with the site requirements described in the IBIS Facility Requirements Overview.

Elements to be verified include, but are not limited to:

- Floor plan with dimensions of the proposed location (Forensic Technology may require photographs to be submitted)
- Confirmation of network and electrical systems
- Description of environmental factors, for example: temperature, humidity, dust free environment, and exposure to direct sunlight

The assigned Project Manager will provide the Customer with the Facility Requirements and will be available to answer questions that arise.

If the Customer finds that the results of the Site Survey are unsatisfactory, Forensic Technology will outline recommendations to ensure the site is ready to receive the system.

NOTE: If, at installation time, one or more sites do not fully meet facility requirements, and the technician must return on-site or extend their visit to complete the installation, all additional expenses (labor, travel, living, etc.) incurred by Forensic Technology will be for the Customer's account.

3.2 Equipment Transport and Delivery

At contract award or shortly thereafter, the Customer will be asked for information in order to accelerate and optimize the delivery process, as follows:

- Detailed consignee information (contact names, addresses and coordinates)
- Information on customs clearance and importation (process, preferred customs agent if any)
- Documentation requirements
- Any other pertinent information

After successful factory tests, the system will be disassembled, packed and delivered to the Customer for installation by Forensic Technology qualified personnel.

The Customer will be responsible for supplying suitable off-loading facilities, forklift, dolly, and other moving equipment.

3.3 Installation

The installation of the proposed system at the Customer-prepared site will be concluded as follows:

Option	Description	Duration
1	NIBIN Cartridge Cases Acquisition & Triage Package	Within one (1) working day
2	NIBIN Cartridge Cases Acquisition, Analysis & Triage Package	Within one (1) working day

NOTE: This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the installation. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.

3.4 On-Site Acceptance

Following the installation of the system at the Customer site, Forensic Technology will execute a Test Procedure. Upon the successful completion of this on-site Test Procedure, the system shall be deemed accepted and the Customer's authorized personnel shall be required to sign the *Certificate of Conformance and Final Customer Acceptance* form. The warranty commences upon the successful completion of the on-site Test Procedure. Acceptance on-site is not to be construed as transfer of title of ownership to the Customer.

3.5 Training Program

The proposed solution includes a comprehensive multi-step training program to be delivered in English online and at the Customer site. **If the trainees are not already ATF-certified NIBIN users, they will have to meet ATF certification requirements in order to be granted access to NIBIN by ATF.**

3.5.1 Online Introductory Training

Upon confirmation from the Customer of the names and titles of trainees, Forensic Technology will provide online training credentials. These credentials will allow the trainees to access introductory online courses.

These courses are introductory level, designed for trainees who are not yet familiar with IBIS technology.

3.5.2 On-Site Basic User Training

Forensic Technology will provide on-site basic user training for a maximum of two (2) trainees. Duration and content will vary based on the equipment purchased and will be confirmed at a later date.

NOTES:

1. Trainees can be exempt from the triage training course under the following conditions:
 - The trainee is a Firearms Examiner, or
 - The trainee is an experienced IBIS technician familiar with performing triage, or
 - The Customer will provide its own triage training prior to the BRASSTRAX training.
2. Please see the attached brochure for additional details on training programs.

3.5.3 Training – Manufacturer’s Recommendation

In order to maximize the Customer’s investment in the IBIS technology, Forensic Technology strongly recommends that all system operators be trained by a Forensic Technology or NIBIN Authorized Trainer (NAT) prior to use. This will ensure that the installed technology achieves the expected results and meets its intended purpose. Completing system training with a certified trainer also facilitates receipt of support and assistance from Forensic Technology’s Global Customer Solutions team.

3.6 SafeGuard Warranty

The proposed IBIS equipment includes a one-year SafeGuard Warranty covering parts, labor and software upgrades that commences upon the successful completion of the On-Site Acceptance, or three (3) months from the date of shipment, whichever occurs first.

All IBIS systems deployed on NIBIN must meet the U.S. Department of Justice (DOJ) security requirements. Forensic Technology’s SafeGuard Warranty includes key services that ensure all IBIS systems continue to be compliant with the DOJ requirements.

NOTES:

- 1. If the on-site Test Procedure takes place more than three (3) months from the date of shipment due to delays in the installation of JUTNet communication lines, the start of the warranty will be postponed accordingly.**
- 2. Please see the attached brochure for additional details on SafeGuard.**

4 IBIS Facility Requirements Overview

This section provides an overview of the IBIS facility requirements. Forensic Technology will provide the Customer with the formal facility requirements documentation prior to the start of the project.

4.1 Storage Requirements

In the event that the system(s) will be kept in Customer-provided storage prior to installation, the storage facility will need to have, at all times, a temperature between 0 and 50 degrees Celsius (32- and 122-degrees Fahrenheit) with a relative humidity between 50% and 70%.

4.1.1 Crate Dimensions

The equipment is delivered in wooden crates and the dimensions are as follows:

Option	Equipment	Dimensions (W x L x H) (in) / Weight (lb)	
		Crate 1	Crate 2
1	NIBIN Cartridge Cases Acquisition & Triage Package	31 X 24 X 40	35 X 73 X 40
		245 lb	400 lb
2	NIBIN Cartridge Cases Acquisition, Analysis & Triage Package	31 X 24 X 40	35 X 73 X 40
		245 lb	400 lb

4.2 Environment

Air conditioning is mandatory. The Customer must maintain, at all times, the temperature of the room(s) housing the system between 15 and 30 degrees Celsius (60 to 86 degrees Fahrenheit) with a relative humidity between 50% and 70%.

Forensic Technology recommends that the system be installed in a relatively dust-free operating environment. Carpeting is not recommended.

4.3 Footprint

The footprint required for each major component is detailed below:

Equipment	Footprint
BRASSTRAX Acquisition Station	The BRASSTRAX Acquisition Station can be installed on a sturdy table or desktop, which is to be supplied by the Customer. Both the table and work desk need to be next to each other and when combined with the operator's chair and access space require a footprint of W91" x D97" x standard room height.
Printer	The printer rests on a table that is to be supplied by the Customer. The table needs to be installed next to either the BRASSTRAX Acquisition Station or the MATCHPOINT Analysis Station. The footprint for this table would be approximately W23" x D30" x standard room height.

Equipment	Footprint
MATCHPOINT Analysis Station	The MATCHPOINT Analysis Station rests on a work desk, which is to be supplied by the Customer. The work desk when combined with the operator's chair and access space requires a footprint of approximately W68" x D97" x standard room height.
PAG800 Stereo Zoom Microscope	The PAG800 Stereo Zoom Microscope can be installed on a table, desk or working bench supplied by the Customer. Its footprint is approximately W12" x D12" x H18" without camera.

4.4 Power Source Requirements

The power source required for each major component is detailed below:

Equipment	Circuit Breaker Rating	Approx. Heat Dissipation (BTU Per Hour)
BRASSTRAX Acquisition Station	2000 VA	4700
MATCHPOINT Analysis Station	1000 VA	2500
Printer	1000 VA	2500
PAG800 Stereo Zoom Microscope	n/a	

NOTE: All the equipment above uses either a 100 – 120 VAC 60 Hz or a 220 – 240 VAC 50 Hz single phase power source.

4.5 Communication Lines

ATF will furnish the communication lines needed for Forensic Technology to provide remote technical support and for networking with other IBIS Systems.

NOTE: Forensic Technology will not be liable for the lack of technical support to the Customer due to unsuitable communication lines.

4.6 Local Area Network (LAN)

The various components of the proposed system are interconnected via a Fast Ethernet (100Base-T) LAN. Following are the connectivity requirements:

- If all the system components are to be installed in the same room and the length of the LAN cable run does not exceed 30m (100'), Forensic Technology will be able to provide the hardware, and the labor needed to set up the LAN.
- If there is one or more system components to be installed in the same building but at different locations (i.e., not in the same room), then Forensic Technology will require collaboration from the Customer's local IT and building maintenance staff to facilitate the installation. The network infrastructure should be Category 5 or 6 compliant and terminated with an RJ-45 connector. Any network point provided should be within 2m (79") of the component.



March 14, 2023

Bloomington Police Department
305 S. East Street
Bloomington Illinois 61701
United States

Ultra Electronics Forensic Technology Inc.

800 Hymus Blvd, 4th floor
St-Laurent, Quebec
H4S 0B5
Canada

Tel +1 514 489 4247
Fax +1 514 485 9336
Sans Frais/TollFree +1 888 984 4247
www.ultra-forensictechnology.com

Subject: Sole Source Letter

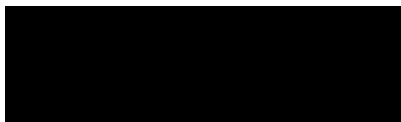
To whom it may concern:

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses several patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of **Ultra Electronics Forensic Technology Inc.** and its affiliate company **Forensic Technology Inc.** (hereinafter collectively referred to as **Forensic Technology**).

Consequently, only Forensic Technology, the exclusive manufacturer of IBIS and Quantum 3D Microscope™ (Q3M), can provide their proprietary products IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, IBIS Data Concentrator, IBIS Correlation Engine, and Q3M, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto.

Furthermore IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone extensive testing and complies with the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely yours,



Stacy Stern
Vice President Sales and Marketing

ABOUT ULTRA ELECTRONICS FORENSIC TECHNOLOGY



Forensic Technology is a leading provider of forensic investigation and analysis tools used by law enforcement agencies around the world to keep their societies safe.

We created **IBIS®** (the Integrated Ballistic Identification System) in 1991 and are pioneers in automated ballistics identification. IBIS helps forensic experts provide detectives with timely information about guns, crimes, and suspects. It does so by suggesting possible matches between pairs of fired bullets and cartridge cases. It finds the proverbial "needle in the haystack" and it does so at speeds well beyond human capabilities. In 2011 we added forensic document examination to our portfolio of solutions through our purchase of Swiss-based Projectina AG, a manufacturer of optical and opto-electronic systems.

Forensic Technology is a customer-driven organization that partners with hundreds of public safety agencies in over 130 countries. We provide cost-effective crime-fighting solutions a solid corporate infrastructure that governments can call upon for forensic investigation and analysis.

With vast experience in scalable, sustainable, networked solutions, our engineering, forensic, and law-enforcement professionals provide worldwide 24/7-customer support and dedicated training facilities. Our products are powerful tools that can be used for independent examination. But when networked, they become powerful systems that facilitate data analysis and intelligence sharing among agencies and across jurisdictional boundaries.

In 2014, we joined Ultra Electronics, a successful international defense, security, transport, and energy company. Ultra has a long and consistent record of innovating and engineering solutions that satisfy customer requirements (www.ultra-electronics.com).

Forensic Technology helps law-enforcement agencies around the world achieve higher levels of performance in the fight against crime. We continue to innovate so the world can be a safer place.

For more information, please visit www.ultra-forensictechnology.com.



**FORENSIC
TECHNOLOGY**

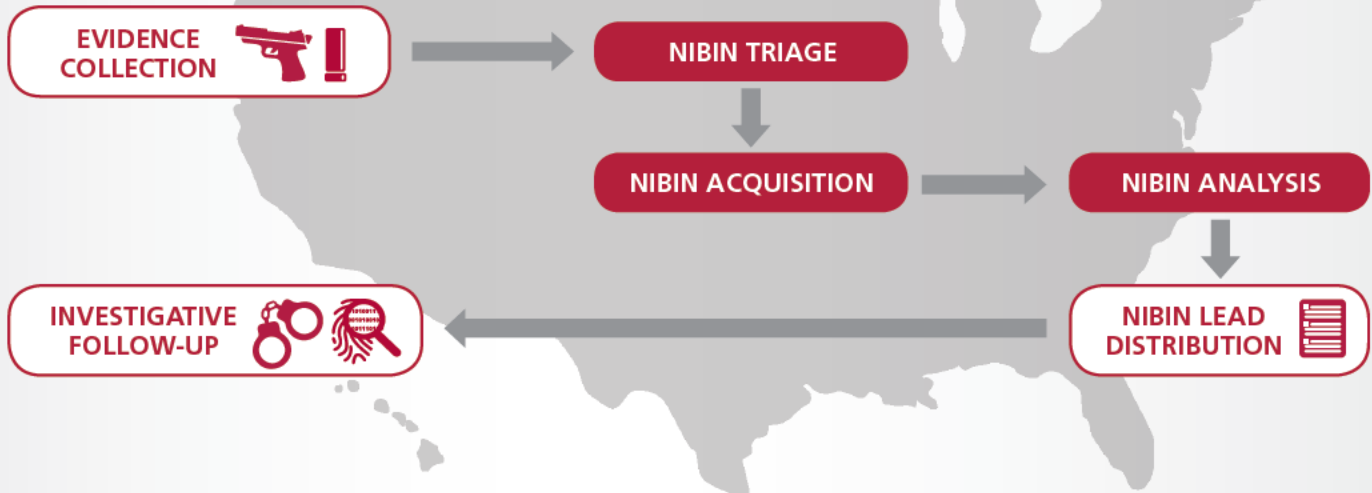
Follow us



www.ultra-forensictechnology.com

WAYS TO JOIN NIBIN

Entering firearm evidence into the **National Integrated Ballistic Information Network** produces new investigative leads by linking firearm-related crimes.



Managed by ATF, the NIBIN program is a partnership with federal, state, county, local, and tribal law enforcement agencies.

Depending on an agency's needs and capabilities, there are various options for them to join NIBIN and benefit from broader crime gun intelligence.



	PAG 800	BRASSTRAX	MATCHPOINT
1 FULL CAPABILITY NIBIN Cartridge Case Triage, Acquisition, and Analysis	☒	☒	☒
2 ANALYSIS BY PARTNER AGENCY OR NNCTC NIBIN Cartridge Case Triage and Acquisition	☒	☒	☐
3 SEND OR CARRY TO PARTNER Submit evidence to partner NIBIN site or take it there to enter yourself	☐	☐	☐

NIBIN National Correlation and Training Center (NNCTC)

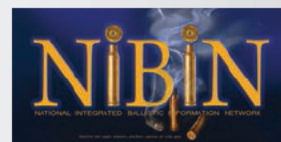
ATF provides dedicated resources for the turnaround of investigative leads within 24-48 hours.

NNCTC partnership is subject to ATF approval.

NIBIN TRAINING & E-LEARNING

Access to NIBIN requires formal training, offered on-site or at a training center.

Every NIBIN user has access to an e-learning service to deepen their knowledge and maximize their effectiveness, including multimedia training courses, user guides, how-to videos, and informative webinars.



PROJECTINA

PAG800

NIBIN CARTRIDGE CASE TRIAGE

The stereo zoom microscope enables a NIBIN technician to triage cartridge cases collected from a crime scene, and those that are test-fired from a seized firearm, selecting the best candidates for entry into NIBIN.



NIBIN CARTRIDGE CASE ACQUISITION

Digitally captures the regions of interest on a cartridge case in 2D and 3D, revealing considerable impression detail and multiple viewing perspectives that are uploaded onto NIBIN to automatically search for matches.



NIBIN CARTRIDGE CASE ANALYSIS

Provides extensive 2D and 3D viewing tools to review the correlation results, significantly increasing identification success rates.

High-confidence matches can be quickly communicated as leads to investigators.



IBIS TRAINING PROGRAMS

WHO BETTER TO TRAIN YOU ON IBIS THAN THE MAKERS OF IBIS?

IBIS TRAINING FOR A HIGHER SUCCESS RATE

The Integrated Ballistics Identification System (IBIS®) is backed by over 25 years of leading-edge innovation, helping law enforcement professionals in over 80 countries and territories reduce gun crime, apprehend criminals, and make society safer. **Our mission is to ensure that customers get the most from their investment by providing high-quality training.**



PROFESSIONALLY-DEVELOPED COURSES

To provide a balance of active participation and learning effectiveness, our training programs consist of a variety of modules including presentations, hands-on sessions, group discussions, and real-world scenarios to ensure a successful IBIS program. The courses that we offer are:

IBIS BRASSTRAX™ Acquisition and Triage

Introduces trainees to the basics of acquiring cartridge cases using the BRASSTRAX Acquisition Station. Trainees will learn the basics of triaging fired cartridge cases recovered from crime scenes, as well as testfired cartridge cases, in order to select suitable candidates for image capturing with the IBIS system.

IBIS BULLETRAX™ Acquisition

Introduces trainees to the basics of acquiring bullets using the BULLETRAX Acquisition Station.

IBIS MATCHPOINT™ Correlation

Introduces trainees to the essentials of analyzing bullet and/or cartridge case images using the MATCHPOINT Analysis Station.

IBIS HD3D™ Management

Provides law enforcement agency supervisors with the essential knowledge and strategies to create effective IBIS-use protocols and procedures within their organizations.

Train the Trainer for IBIS BRASSTRAX™

Ensures that in-house trainers are prepared to deliver relevant and useful material that will be used to train, coach, and support new and existing IBIS BRASSTRAX users.

BRINGING OUR EXPERTISE TO YOU

Our highly-experienced trainers work closely with our product development team to deliver relevant, applicable, and up-to-date training based on the latest technology. Depending on your specific needs, our instructors can conduct **one-on-one sessions, consult with small groups, or combine a mix of both**—all in the convenience of your own facility, no matter where you are located.

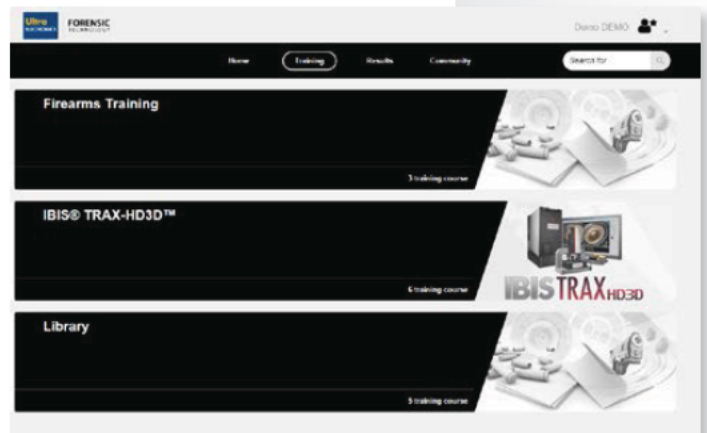
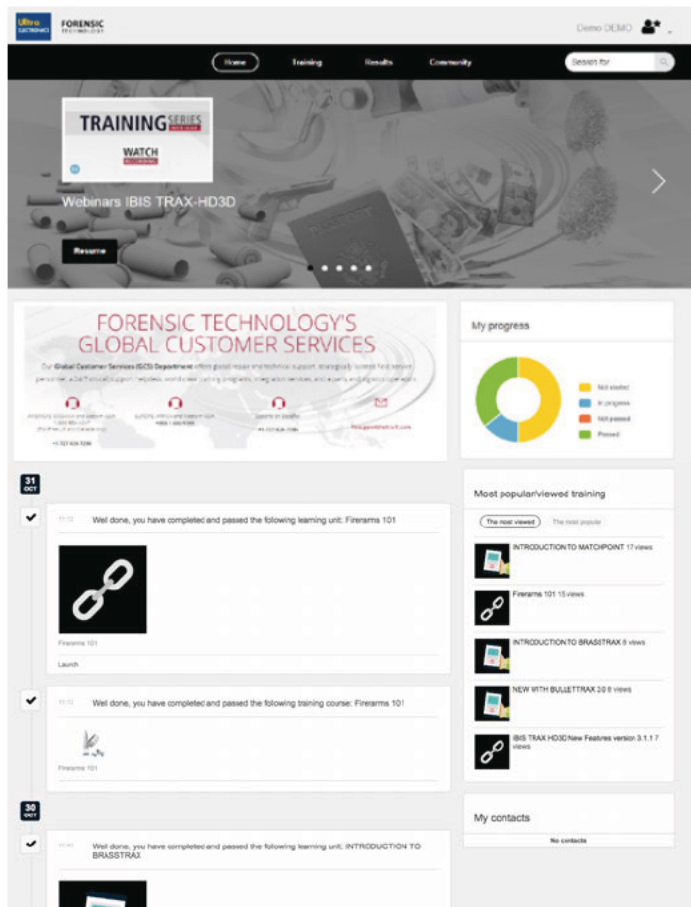
MULTILINGUAL LEARNING SUPPORT

Ultra Electronics Forensic Technology Inc. is a global organization with dynamic trainers from diverse linguistic backgrounds. Our in-depth training courses are currently offered in multiple languages.

E-LEARNING

An arsenal of information at your fingertips 

All IBIS users gain access to the **Forensic Technology e-learning system** designed to further enhance the IBIS user experience. Our growing resource library is available through a **secure web portal**, giving you **exclusive access to basic training courses, user guides, and other valuable documents**, as well as **webinars and how-to videos** designed to help you maximize your IBIS investment.



GETTING STARTED

The Forensic Technology training team can **deliver courses without disrupting your organization's workflow**. Contact your dedicated representative to book training sessions to help ensure that you get the most out of IBIS.



**FORENSIC
TECHNOLOGY**

Follow us



www.ultra-forensicttechnology.co



Extended Warranty and Protection Plan for your Ultra Forensic Technology products*



NEW & IMPROVED!

More services & support than ever.

Maximize system uptime and efficiency with SafeGuard™:

- Around-the-clock customer support.
- Rigorous system maintenance and software updates for continuous, optimal performance.
- Continuous user education to maintain the highest skill levels.
- Minimize your equipment downtime.
- **New! Remote coaching and workstation refresh.**

ULTRA



Let us keep your system running optimally so you can focus on your job

NEW!

**GET EVEN
MORE VALUE
WITH THESE
NEW ELEMENTS**



**UNLIMITED
REMOTE COACHING**

Have your specific questions answered quickly by senior certified instructors during short ad-hoc sessions.



**WORKSTATION
REFRESH**

Ensure compatibility and optimal performance of your system by upgrading and refreshing your PC once every seven (7) consecutive years at no additional cost*. Applies to BRASSTRAX, BULLETRAX, MATCHPOINT and Quantum workstations.



Follow-the-sun Support

Reach our Support Center when you need it

- › 24/7 hotline with callback within one hour
- › Multilingual support
- › Toll-free and/or VoIP phone lines
- › Email and website services

Expert Technical Support

Resolve system incidents promptly

- › Certified specialists provide remote diagnosis and resolution
- › Parts and travel costs for certified field technician are covered to perform on-site service
- › Five support offices and many partners worldwide provide assistance
- › Specialists answer any feature-related question (e.g., system application report building)

Proactive System Care

Maximize system uptime

- › Get monitoring of critical system components with remote verification
- › Receive on-site preventive maintenance every 24 months
- › Confirm equipment health with automated remote health checks
- › Receive priority maintenance and software upgrades with pre-authorized time slots

Software Upgrades

Keep your system current

- › Implement new features and functionalities developed by our team of scientists
- › Get hotfixes to correct software bugs promptly
- › Receive minor hardware upgrades as needed
- › Maintain backward compatibility of your IBIS data with every new version of IBIS
- › Minimize downtime during software upgrades with state-of-the-art automated deployment
- › Maintain interoperability with agencies across national and international networks

Customer Care

Receive service that exceeds industry standards

- › Benefit from proactive follow-ups offering guidance and support
- › Optimize your system usage with the help of a knowledgeable customer care team that understands your work environment, processes, and constraints
- › Discuss upcoming product features, and other topics of interest to you
- › Receive an annual status report with statistics, acquisitions, incidents, and much more

Continuous Education

Have VIP access to our vault of information

- › Receive remote coaching to master acquisition and analysis techniques and stay up-to-date on new features
- › Access our E-learning portal for the latest documentation, online courses, and videos that demonstrate tips and techniques
- › Attend our sponsored seminars, webinars and conferences**

How does SafeGuard™ fit your needs?

- ✓ Maximizes equipment and program uptime and efficiency
- ✓ Controls costs by preventing unexpected expenses from equipment failure
- ✓ Ensures constant improvement of your systems (acquisition, correlation, visualization, and analysis) with the latest features from software upgrades
- ✓ Allows you to focus on solving crime and protecting your community

Optional Services

Add supplementary services to your SafeGuard™ package for maximum protection.***

Additional Training Courses

Provide basic training to new users or advanced training to experienced users.

Custom Reports

Have our system experts create custom reports such as operational and administrative reports for you.

System Relocation

Have all of your Ultra Forensic Technology equipment or just a few components relocated by our experts without any worries.

*Certain conditions apply. IBIS Network users may be subject to certain Agency restrictions or conditions

**Where permitted.

***Additional fees may be applicable on optional services.

©2021 Ultra Electronics Forensic Technology Inc. All rights reserved. Reproduction in any manner whatsoever without the written permission of Ultra Electronics Forensic Technology is strictly forbidden. Details and specifications subject to change without notice.

Advanced Security

Benefit from centralized user account management with security policies, updates of the OS security patches, centralized antivirus management and vulnerability management for your systems and network.

Ultra Forensic Technology's Global Customer Services Contact Information

➤ Americas, Oceania and Eastern Asia
1-866-984-4247 | +1 727 826 7236

➤ Europe, Africa and Western Asia
+353 1 690 9199

fti.support@ultra-ft.com

Innovating today for a safer tomorrow

ULTRA

Follow us



www.ultra-forensictechnology.co

248

181-00008 V2

RESOLUTION NO. 2023 - ____

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF AN INTEGRATED BALLISTIC INFORMATION SYSTEM (“IBIS”) FROM FORENSIC TECHNOLOGY, INC. IN THE AMOUNT OF \$153,110

WHEREAS, the City desires to purchase a ballistic identification system (hardware and software) to the assist the Police Department in solving gun related crimes and reduce violence in the community; and

WHEREAS, after market research, City Staff at the Police Department have identified a provider of a ballistic identification system, known as Integrate Ballistic Information System (IBIS), by Forensic Technology Inc. is the best fit solution that will meet the needs and expectations of the City; and

WHEREAS, this is the only system available which is authorized to connect to the Alcohol, Tobacco, and Firearms National Integrated Ballistic Information Network (NIBIN) which will include a markedly larger data source for evidence comparison and quick analysis for potentially actionable results.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. That the recitals set forth above are incorporated herein, the technical bidding requirement waived, and City Manager, or designated representatives, are authorized to secure the purchase of the IBIS system (hardware, software, and network) from Forensic Technology Inc. in the amount of \$153,110.00 with future annual maintenance license costs in the amount of \$18,713.00 and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 27th day of March 2023.

APPROVED this _____ day of March 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk



Extended Warranty and Protection Plan for your Ultra Forensic Technology products*



NEW & IMPROVED!

More services & support than ever.

Maximize system uptime and efficiency with SafeGuard™:

- › Around-the-clock customer support.
- › Rigorous system maintenance and software updates for continuous, optimal performance.
- › Continuous user education to maintain the highest skill levels.
- › Minimize your equipment downtime.
- › **New! Remote coaching and workstation refresh.**

ULTRA.



NEW!

**GET EVEN
MORE VALUE
WITH THESE
NEW ELEMENTS**

Let us keep your system running optimally so you can focus on your job



Follow-the-sun Support

Reach our Support Center when you need it

- › 24/7 hotline with callback within one hour
- › Multilingual support
- › Toll-free and/or VoIP phone lines
- › Email and website services



Expert Technical Support

Resolve system incidents promptly

- › Certified specialists provide remote diagnosis and resolution
- › Parts and travel costs for certified field technician are covered to perform on-site service
- › Five support offices and many partners worldwide provide assistance
- › Specialists answer any feature-related question (e.g., system application report building)



Proactive System Care

Maximize system uptime

- › Get monitoring of critical system components with remote verification
- › Receive on-site preventive maintenance every 24 months
- › Confirm equipment health with automated remote health checks
- › Receive priority maintenance and software upgrades with pre-authorized time slots



UNLIMITED REMOTE COACHING

Have your specific questions answered quickly by senior certified instructors during short ad-hoc sessions.



WORKSTATION REFRESH

Ensure compatibility and optimal performance of your system by upgrading and refreshing your PC once every seven (7) consecutive years at no additional cost*. Applies to BRASSTRAX, BULLETRAX, MATCHPOINT and Quantum workstations.



Software Upgrades

Keep your system current

- › Implement new features and functionalities developed by our team of scientists
- › Get hotfixes to correct software bugs promptly
- › Receive minor hardware upgrades as needed
- › Maintain backward compatibility of your IBIS data with every new version of IBIS
- › Minimize downtime during software upgrades with state-of-the-art automated deployment
- › Maintain interoperability with agencies across national and international networks



Customer Care

Receive service that exceeds industry standards

- › Benefit from proactive follow-ups offering guidance and support
- › Optimize your system usage with the help of a knowledgeable customer care team that understands your work environment, processes, and constraints
- › Discuss upcoming product features, and other topics of interest to you
- › Receive an annual status report with statistics, acquisitions, incidents, and much more



Continuous Education

Have VIP access to our vault of information

- › Receive remote coaching to master acquisition and analysis techniques and stay up-to-date on new features
- › Access our E-learning portal for the latest documentation, online courses, and videos that demonstrate tips and techniques
- › Attend our sponsored seminars, webinars and conferences**

How does SafeGuard™ fit your needs?

- ✓ Maximizes equipment and program uptime and efficiency
- ✓ Controls costs by preventing unexpected expenses from equipment failure
- ✓ Ensures constant improvement of your systems (acquisition, correlation, visualization, and analysis) with the latest features from software upgrades
- ✓ Allows you to focus on solving crime and protecting your community

Optional Services

Add supplementary services to your SafeGuard™ package for maximum protection.***

Additional Training Courses

Provide basic training to new users or advanced training to experienced users.

Custom Reports

Have our system experts create custom reports such as operational and administrative reports for you.

System Relocation

Have all of your Ultra Forensic Technology equipment or just a few components relocated by our experts without any worries.

*Certain conditions apply. IBIS Network users may be subject to certain Agency restrictions or conditions

**Where permitted.

***Additional fees may be applicable on optional services.

©2021 Ultra Electronics Forensic Technology Inc. All rights reserved. Reproduction in any manner whatsoever without the written permission of Ultra Electronics Forensic Technology is strictly forbidden. Details and specifications subject to change without notice.

Advanced Security

Benefit from centralized user account management with security policies, updates of the OS security patches, centralized antivirus management and vulnerability management for your systems and network.

Ultra Forensic Technology's Global Customer Services Contact Information

➤ Americas, Oceania and Eastern Asia
1-866-984-4247 | +1 727 826 7236

➤ Europe, Africa and Western Asia
+353 1 690 9199

fti.support@ultra-ft.com

Innovating today for a safer tomorrow

ULTRA

Follow us



www.ultra-forensictechnology.co

253

T81-00008 v2



INTEGRATED BALLISTIC IDENTIFICATION SYSTEM



The technology behind
the world's most effective
ballistic identification networks

SEE MORE. LINK MORE.
SOLVE MORE.

THE CORNERSTONE OF CRIME GUN INTELLIGENCE INITIATIVES

THE IBIS[®] SOLUTION

INTEGRATED BALLISTIC IDENTIFICATION SYSTEM

IBIS is a technological weapon in the fight against gun violence. The IBIS search engine extends the capabilities of law enforcement agencies to quickly find links between firearm-related crimes.

- IBIS uses specialized 3D microscopy to capture the unique marks left by firearms on fired bullets and cartridge cases.
- An IBIS solution can start with one location and can extend to multiple sites, all contributing seamlessly within an integrated network.
- IBIS makes it possible for agencies to collaborate across jurisdictions, both within a national program and internationally.
- IBIS uses powerful algorithms to reveal the most likely matches within IBIS networks representing millions of bullets and cartridge cases.
- High-definition 3D viewing makes it easy to review the top search results, ranked by similarity, by using virtual microscopy to visually compare surface details.
- A match found in IBIS is often sufficiently apparent to provide an investigative lead, without having access to the physical evidence.
- If required for court testimony, an IBIS match can be formally confirmed by a firearm examiner.

Ultra Electronics Forensic Technology is committed to excellence. We partner with customers to implement successful preventive crime gun strategies.

IBIS is the world's leading automated ballistic identification solution.





IBIS Helps Solve Crimes

Evidence from seemingly insignificant firearm-related incidents can provide the missing link to solving more serious crimes. IBIS solutions generate investigative leads by linking crimes that may otherwise go unconnected. They provide timely, actionable intelligence for the investigation of firearm-related crimes. IBIS programs worldwide have contributed to the arrest of thousands of criminals.

Keys to Success

- Comprehensive collection of fired cartridge cases and bullets from all firearm-related incidents and recovered firearms.
- Timely processing of crime gun test fires and evidence from all jurisdictions (regional approach).
- Timely communication of investigative leads linking firearm-related events (rapid turnaround).
- Integration of multiple forensic and investigation systems for effective crime gun intelligence programs.

IBIS Around the World

- Used in over 75 countries
- Over 1,000 IBIS stations in operation
- Millions of acquired bullets and cartridge cases from crime scenes and test fires from recovered firearms
- Backbone of the largest national ballistic identification networks
- INTERPOL's choice to interconnect member countries

Forensic Technology benefits from worldwide IBIS user expertise, which directly contributes to continued research and development of IBIS solutions.



Cutting-Edge Technology

IBIS combines advanced technology and expertise to provide law enforcement agencies with an effective ballistic identification solution to help reduce gun crime.

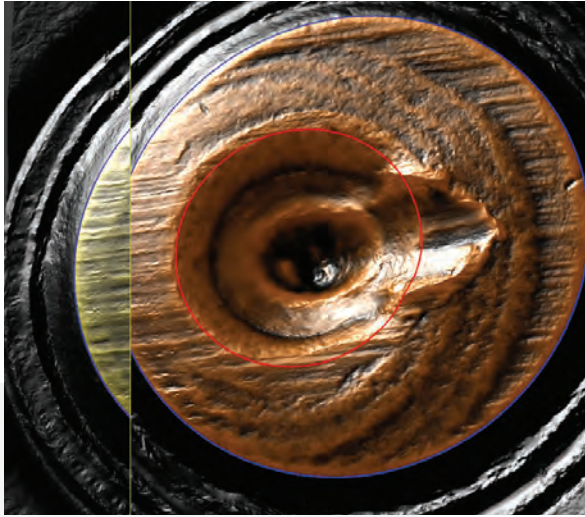
- High-definition 3D offers true capture of surface topography details and shape.
- 3D virtual microscopy is accessible to technicians, freeing up firearm examiners to focus on more specialized work.
- Automated acquisition produces consistent image quality and uniformity for optimal comparison performance.
- Easy to operate workstations require minimal training.
- Reliable and secure data management infrastructure.
- Comparison algorithms specialized for large quantities of challenging firearm evidence.
- 3D comparison viewers with capabilities beyond conventional optical comparison microscopy.

Research and Innovation

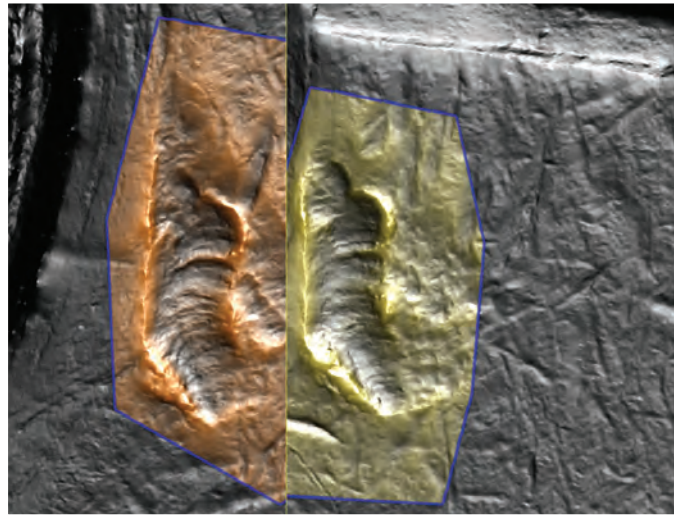
IBIS technology is the most advanced of its kind. After decades, it continues to evolve with custom-built technology and scientific expertise.

- Forensic Technology's research team is the leader in the field of automated ballistic identification.
- Forensic Technology scientists and engineers work in partnership with firearm examiners to evolve IBIS.
- From acquisition quality to correlation performance, IBIS consistently delivers excellence.

CARTRIDGE CASES



3D Primer Comparison



3D Ejector Mark Comparison

12 Image Types
4 Regions of Interest

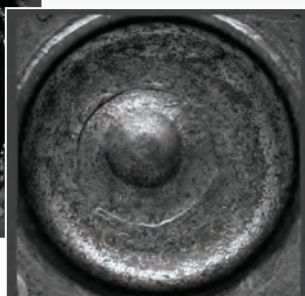
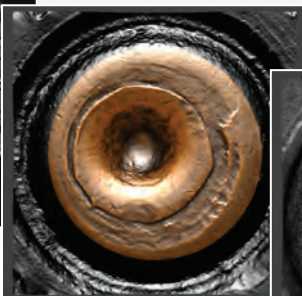
Breech Marks
Firing Pin Impressions
Ejector Marks
Headstamp



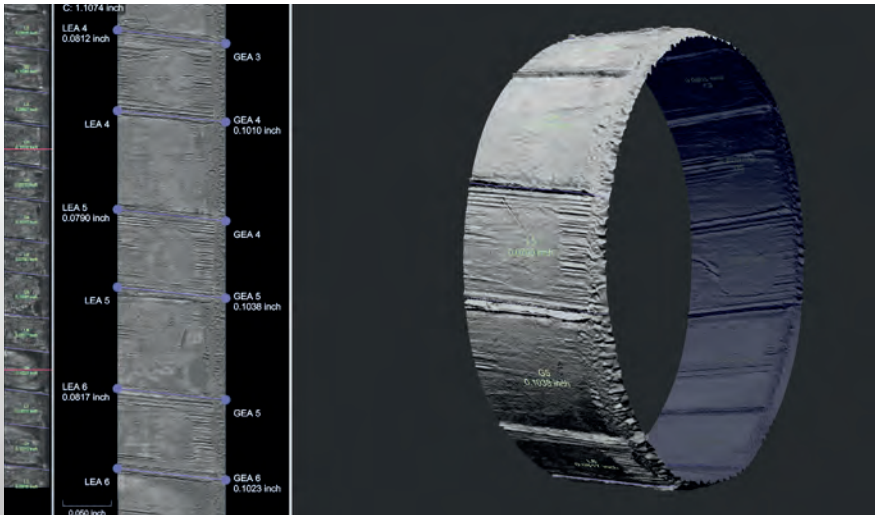
MultiViewer



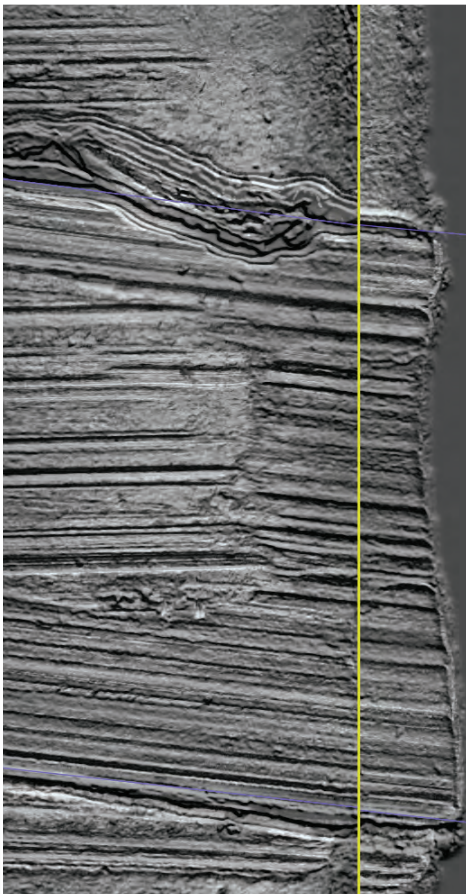
2D Images and
3D Topographies



BULLETS

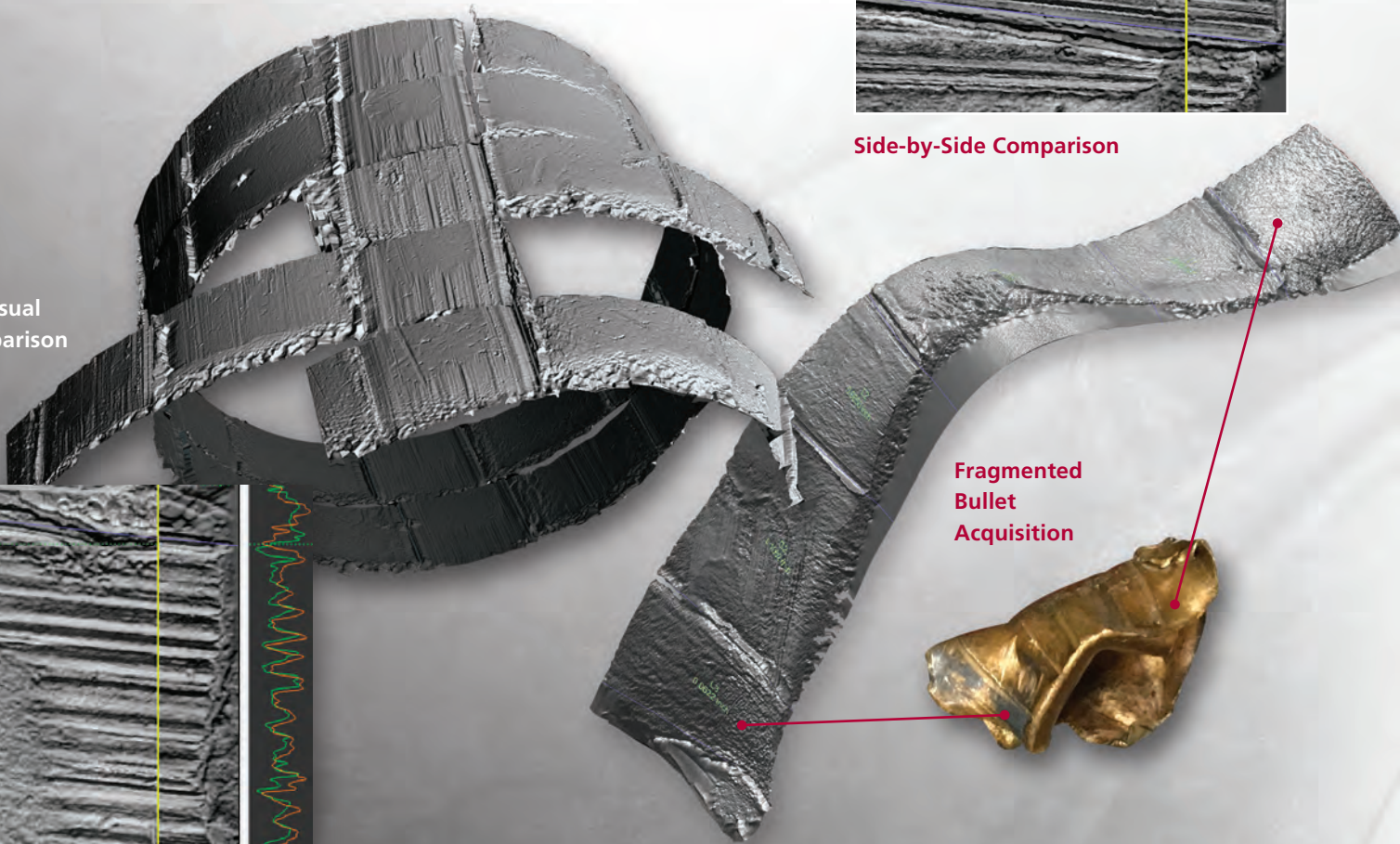


Wraparound Bullet Acquisition



Side-by-Side Comparison

3D Visual Comparison Tools



Fragmented Bullet Acquisition

Bullet Types

	Conventional	Polygonal	Unrifled
Undamaged (incl. Test Fired)	✓	✓	✓
Damaged/Deformed	✓	✓	✓
Fragmented	✓	✓	✓

IBIS[®] COMPONENTS

Capture

BRASSTRAX

Digitally captures the regions of interest on a cartridge case in 2D and 3D, revealing considerable impression detail and multiple viewing perspectives.



**High-Definition
3D Topography**

**Easy-to-Operate,
Automated System**

**All Calibers
All Firearm Types**

**Millions of bullets and cartridge cases
have been captured into IBIS networks.**

BULLETRAX

Digitally captures the surface of a bullet in 2D and 3D, providing a topographic model of the marks around its circumference.

Intelligent surface-tracking technology automatically adapts to the deformations of damaged and fragmented bullets.

Manage Data

Data Concentrator

Preserves and protects the captured data and coordinates automated data sharing. Serves as an IBIS network's focal point for data access and management.

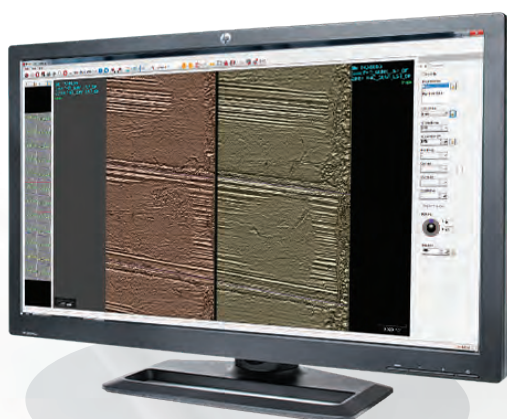


Compare

Correlation Engine

Finds evidence matches with the highest similarity in the top search results. Maintains strong performance even when searching large databases.

IBIS correlation algorithms are tailored to the complexities of firearm forensics.



Review Results

Identify Matches

MATCHPOINT

Provides extensive 3D viewing tools to review the correlation results, significantly increasing identification success rates.

High-confidence matches can be quickly communicated as leads to investigators.



HIT VIEWER

Accesses IBIS hits on the VisionX comparison microscope to assist in the confirmation process.

Communicate

Combine exported IBIS information with other systems by overlaying technologies.

Collaborate

INTERNATIONAL

NATIONAL

REGIONAL

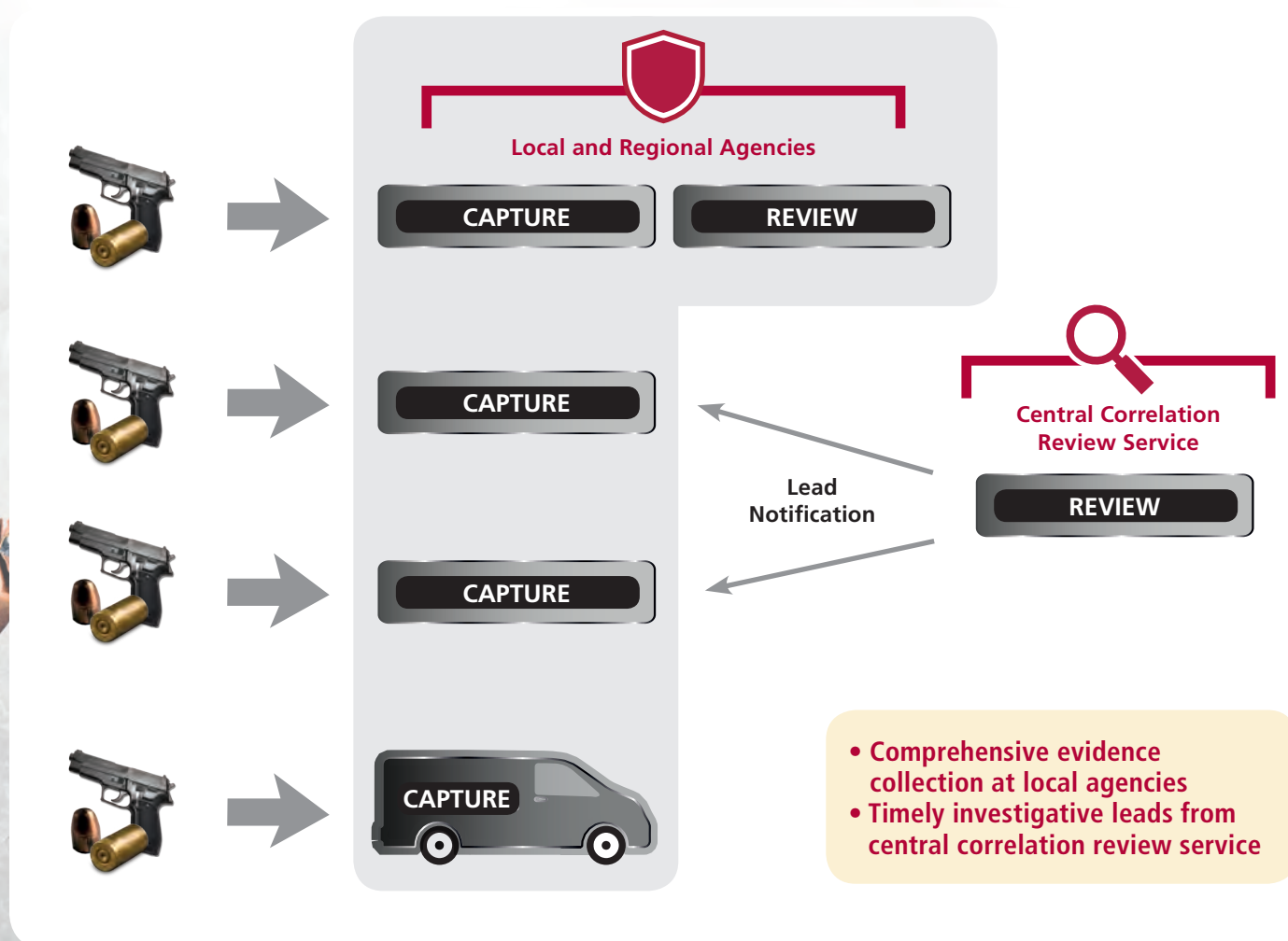
LOCAL

Worldwide data standards

Interconnect IBIS networks at all levels for optimal collaboration in finding linked crimes.

FLEXIBILITY

Modular IBIS components offer flexible deployment options and scalability to adapt to each agency's needs.



Expanded Collaboration

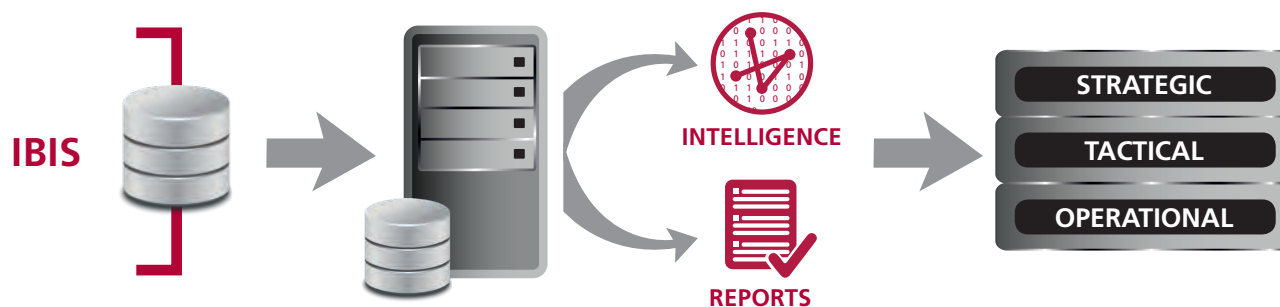
Governments are increasingly aware that solving firearm-related crimes requires collaboration across jurisdictions and among countries. An IBIS network provides a comprehensive infrastructure of organized and standardized data sharing for ballistic identification.

- INTERPOL member countries collaborate through IBIS technology.
- IBIS correlation remains effective even when searching across large national databases.
- Automated networking and correlation allow for seamless integration of all components within a local IBIS network and across IBIS networks.
- Data compression and smart sharing ensure optimal use of network communications.
- Image and metadata standards enable consistent comparisons locally and internationally.

OPTIONS

Integration with Other Systems

Integrating IBIS with other systems allows agencies to streamline the information flow and enhance crime gun intelligence initiatives. The crime gun information gathered by an IBIS network can be extracted and combined with information from other sources to support criminal investigations, analyze trends over time, produce reports, and evaluate operational performance.



Automated data exchange helps generate timely, actionable intelligence.

Advanced Security

An IBIS network and its components are built on a robust security infrastructure that can be enhanced with additional security options:

- › Central user account management
- › Data encryption, antivirus, audit logs, firewalls
- › Security patch update management
- › Security policies enforced across the network
- › Protection of sensitive information

Turnkey Solutions

Forensic Technology manages deployment and maintenance so that agencies can focus fully on crime gun intelligence initiatives. IBIS is a complete solution with the infrastructure to support all its system components.

Beyond the installation of the equipment, Forensic Technology provides:

- › Accessories and peripherals
- › User training
- › Professional services
- › Support and maintenance



About Ultra Electronics Forensic Technology

Ultra Electronics Forensic Technology pioneered automated ballistic identification over 25 years ago and continues to be a global leader in forensic solutions that promote a safer society.

Forensic Technology partners with hundreds of public safety agencies in over 130 countries to provide cost-effective and sustainable solutions. With vast experience in creating industry-leading technology, we employ dedicated teams of engineers, scientists, and law enforcement professionals around the world.

Building Global Partnerships

Every IBIS investment represents a growing partnership. Modern crime-fighting technology requires innovation, development, and expertise. We help our customers establish successful programs that make the best use of IBIS technology. We offer a range of services, including keeping IBIS equipment updated with the latest advancements, and providing users with ongoing training.



Global Customer Services

Our worldwide support network offers 24/7 services from seven offices on four continents in multiple languages. We have achieved ISO 9001 certification for our facilities and ITIL certification for our support staff, where applicable, in order to satisfy the most stringent quality standards.



Training

Our highly experienced trainers work closely with our product development experts to deliver the most relevant and up-to-date training. Depending on the specific needs of customers, trainers can conduct one-on-one sessions, consult with small groups, or combine a mix of both—all in the convenience of customer facilities, anywhere in the world.



E-Learning

All IBIS users have access to the Forensic Technology E-learning service designed to support and deepen their knowledge of IBIS solutions. Our growing resource library is available through a secure web portal which provides exclusive access to basic training courses, user guides, and other helpful information including webinars and how-to videos to help maximize the effectiveness of IBIS solutions.

CANADA | IRELAND | MEXICO | SOUTH AFRICA | SWITZERLAND | THAILAND | USA





ULTRA.

Solutions for a Safer Society

Follow us on



www.ultra-forensictechnology.com



©2020 Ultra Electronics Forensic Technology Inc. All rights reserved. Reproduction in any manner whatsoever without the written permission of Ultra Electronics Forensic Technology is strictly forbidden. Details and specifications subject to change without notice.



CONSENT AGENDA ITEM NO. 8.I.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: Ward 4

SUBJECT: Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District for the Property Located at 704 McGregor Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

Objective 4c. Preservation of property/home valuations

BACKGROUND: The Petitioner, Nicholas Berky, seeks a Zoning Map Amendment for the subject property, from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District, to allow operation of a restaurant on the premises as a permitted use.

Summary of Request:

- The property has been used commercially for more than 70 years and surrounding homes were constructed since 1950 when the restaurant was already in business.
- The current use of the property is nonconforming; the proposed District permits the use by right.
- If the Map Amendment is approved the applicant could rebuild and continue to operate, should the building be damaged or destroyed.
- No changes to the exterior site plan are proposed at this time.

On Wednesday, March 1, 2023, the Bloomington Planning Commission held a public hearing and voted 7- 0 to recommend approval of the request, finding that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit for the applicant.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, February 13, 2023, and courtesy notices were mailed to 83 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: Making the existing use conforming encourages private investment in the long-term maintenance and successful operation of the property which will be protective of property values in the area. Continued utilization of the property as a restaurant will result in future tax revenues for the City.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N-1.1b (Ensure sensitive transitions from residential to nonresidential) and N-2.2 (Celebrate the uniqueness of Bloomington's neighborhoods).

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:

[E&CD 1B Ordinance](#)

[E&CD 1C Staff Report Z-05-23](#)

[E&CD 1D DRAFT Minutes 03012023 Planning Commission Z-05-23](#)

ORDINANCE NO. 2023-_____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT TO B-2 (LOCAL COMMERCIAL) DISTRICT FOR THE PROPERTY LOCATED AT 704 MCGREGOR STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Zoning Map Amendment from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District for the property located at 704 W. McGregor Street, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706 of the Bloomington City Code; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Zoning Map Amendment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

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

Section 2. The Council hereby adopts the findings of fact of the Planning Commission and the Zoning Map Amendment from R-1C (Single Family Residence) District to B-2 (Local Commercial) District for the property at 704 McGregor Street, legally described in Exhibit "A", is hereby approved.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 27th day of March 2023.

APPROVED this ____ day of March 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT "A"
Legal Description

Lot 37, except the South 100 feet thereof and all of Lot 36 in C. Weed's Subdivision of a part of the North 112 of Section 10, Township 23 North, Range 2 East of the Third Principal Meridian, according to Plat thereof recorded in Book 1 of Plats, Page 278, in McLean County, Illinois.

PIN: 21-10-206-005

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: March 1, 2023

CASE NO: Z-05-23, Zoning Map Amendment

REQUEST: Public hearing, review and action on a petition submitted by Nicholas Berky, requesting approval of a Zoning Map Amendment for the property located at 704 McGregor Street, from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District. PIN: 21-10-206-005.

BACKGROUND

Request

The Petitioner seeks a Zoning Map Amendment for the subject property, from the R-1C (Single-Family Residence) District to B-2 (Local Commercial) District, to allow the continued utilization of the existing restaurant. The property is currently owned by Larry Weaver and is being acquired by “Mac and the Egg,” AKA Nicholas Berky. The current use of the property is nonconforming; the proposed District permits the use by right.

Property Characteristics

The subject property consists of 0.95 acres of land located near the corner of McGregor Street and Croxton Avenue. It is improved with a single-story structure that has been operated as The Ozark House restaurant since 1987, with prior commercial operations (Knights of Columbus and the Ranch House restaurant) in existence since 1950.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, February 13, 2023. Courtesy notices were mailed to 83 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	R-1C (Single-Family Residence)	Single-Family Dwellings
South	B-2 (Local Commercial)	Personal Services (Salon)
East	R-1C (Single-Family Residence)	Single-Family Dwellings
West	ROW/R-1C (Single-Family Residence)	Street/Golf Course

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: R-1A (Single-Family Residence) District

The R-1A Residence District is intended to provide for the establishment of areas characterized by large lot single-family dwelling units for occupancy by families, and related recreational, religious, and cultural facilities that serve the immediately

surrounding residents, as well as those living in the district. The R-1A district provides for approximately two dwelling units per acre.

Proposed Zoning: B-2 (Local Commercial) District

The intent of this B-2 Local Commercial District is to provide retail, commercial and service establishments, including retail stores and personal service facilities, which serve the frequently recurring needs of surrounding local employment areas and residential neighborhoods. In addition to serving commercial purposes, this district encourages a mix of land uses, continued community investment through infill and site renovations, and a development form that supports mixed transportation modes, such as bicycle, pedestrian, and public transportation in addition to personal vehicles. Neighborhood shopping centers, particularly with a supermarket as a principal or anchor tenant, are appropriate at prominent intersections. The protection of surrounding residential properties from adverse impacts is a primary focus of this district.

Compliance with the Comprehensive Plan

The proposed Zoning Map Amendment contributes to Goals N-1.1b (Ensure sensitive transitions from residential to nonresidential), N-2.2 (Celebrate the uniqueness of Bloomington's neighborhoods).

The 2035 Comprehensive Plan's Future Land Use map identifies this area as Neighborhood Commercial in the built areas. The Land Use Priorities map does not identify this property.

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Map Amendment is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

Request for Zoning Map Amendment for R-1C to B-2

1. The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the R-1C (Single-Family Residence) District are residentially oriented and appropriate near other residential uses in the vicinity. However, with a front width of 160 and depth of 254, splitting this property into lots that conform with the standards for the District would be impractical and financially unfeasible. Up to three conforming lots could be created from the current parcel, but the resulting lots would be twice the depth of other properties in the area (254') and could not be shortened without creating landlocked parcels. Residential use of the existing lot is unlikely given the size and equalized assessed value of other properties in the area. Uses authorized by the current zoning are generally appropriate for the area, but use of the subject property for most R-1C authorized uses is impracticable.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property is not vacant; a nonconforming use has been legally and successfully operating

on site since 1950.

3. The suitability of the subject property for uses authorized by the proposed zoning.

Uses permitted within the B-2 (Public Lands and Institutions) District are primarily neighborhood-supportive in nature, designed to fulfill the common or daily needs of the nearby residents without resulting in significant negative impacts to the residents they serve. The existing nonconforming use already provides services of this type and has demonstrated the successful integration of this category of uses on the subject site.

4. The existing land uses and zoning of nearby property.

The subject property has been an operational restaurant since before many of the homes in the area were constructed, and before annexation of the property to the City. The existing use of the subject site and surrounding block indicate that the character of the neighborhood has either changed, or not progressed in the way that was expected upon assignment of the initial zoning. The block is currently a variety of medium density residential and low-intensity commercial uses. Approximately 40% of the same block is zoned R-3A (Multiple-Family Residential) and used as such, the property immediately to the south is B-2 (Local Commercial) and used for Personal Services (Hair Salon and Spa), while the remaining properties are zoned R-1C (Single-Family Residential) and used as such.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

The gain for the applicant is one of security, not increased advantage, and the hardship for the public would be the continuance of an existing condition. The applicant could continue to operate the existing restaurant, as a legal nonconforming use, under the current zoning. If the Map Amendment is approved the applicant could rebuild and continue to operate should the building be damaged or destroyed more than 50% (§ 44-1103).

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The site has access to McGregor Street, a local road sufficient to support uses in the current or proposed district.

7. The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

The petitioner intends to make minor modifications to improve the existing structure on the property; no site plan changes are planned at this time. Any redevelopment on the site would

be expected to improve drainage and flooding in the immediate vicinity by requiring compliance with current practices for stormwater management and site planning.

- 8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

The property and existing restaurant are currently served by City water and sewer, fire and police protection are provided by existing assignments, and refuse collection is available. The property is served by the District 87 school district, but not expected to contribute to the student population as a commercial use.

- 9. The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein.**

Approval of the Zoning Map Amendment at the conclusion of the public hearing and Council review would be the result of a fair, equitable, and orderly review process. It would support appropriate use of the subject lot, and complies with the Comprehensive Plan, enhancing the Bloomington Community. Making the existing use conforming encourages private investment in the long-term maintenance and successful operation of the property which will be protective of property values in the area.

- 10. The extent to which property values are diminished by the particular zoning restriction.**

Property values are unlikely to be diminished by the Map Amendment. Since B-2 is designed to be sensitive and supportive to residential uses, the alternate uses permissible in the B-2 District should provide a similar level of impact to adjacent properties, or less if the site were to be redeveloped to current standards, as would be required upon a change of use.

- 11. The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.**

The change to B-2 does not necessitate the destruction of property values. The subject property has been used commercially for more than 70 years and the surrounding homes have been constructed since 1950 when the restaurant was already in business; there should be a reasonable expectation by neighborhood residents that the subject property will continue to function in a commercial manner.

- 12. Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.**

The Comprehensive Plan's Future Land Use map identifies this property as Neighborhood Commercial, adjacent to Medium Density Residential, in the built areas. The Land Use Priorities map does not identify this property.

13. Whether the City needs the proposed use.

The proposed Map Amendment would allow continued utilization of the property as a restaurant in a location that has been well-loved by the community for generations.

STAFF RECOMMENDATION

Staff finds that the request for a Zoning Map Amendment *is in the public interest and not solely for the benefit of the applicant*, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

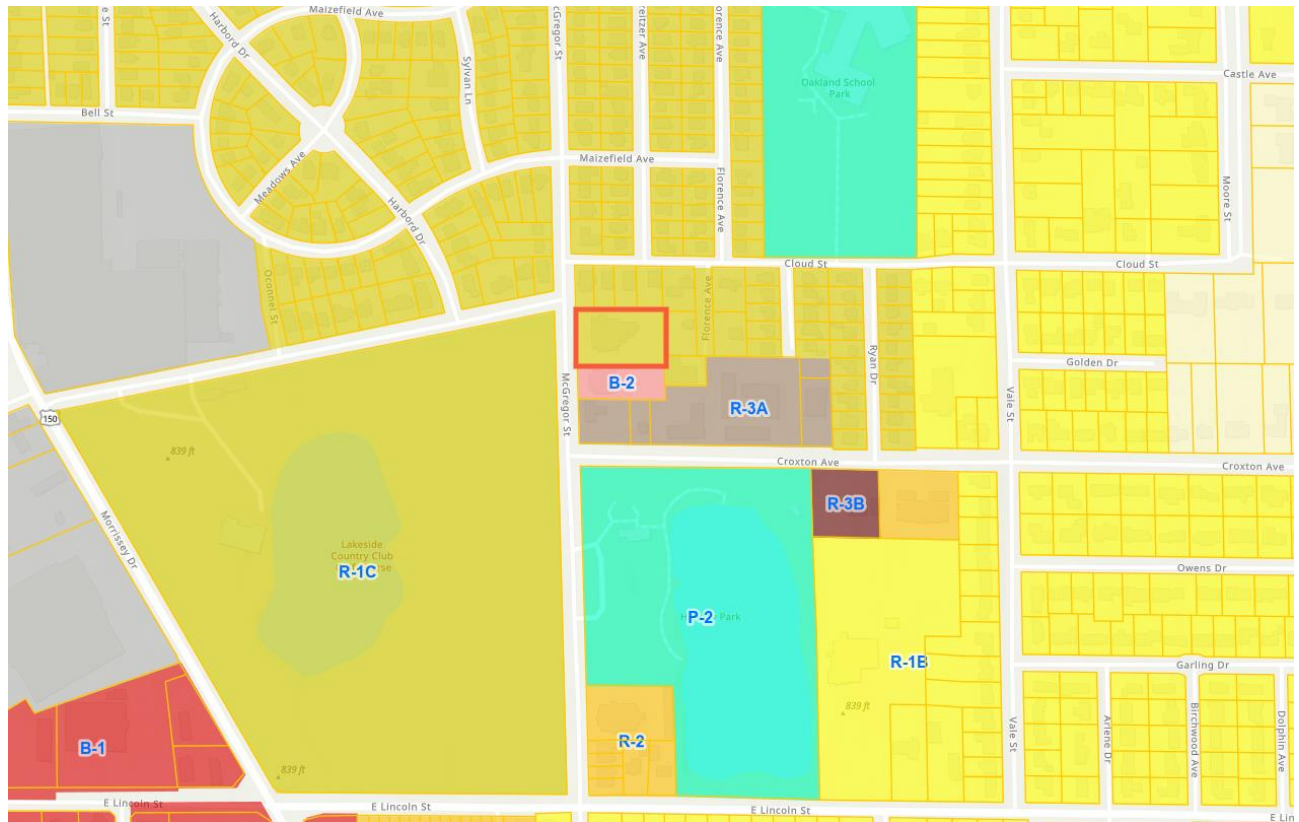
Motion to establish findings of fact that the proposed Zoning Map Amendment *is in the public interest and not solely for the benefit of the petitioner* and recommend *approval* of the petition.

Respectfully submitted,
Alissa Pemberton
Assistant City Planner

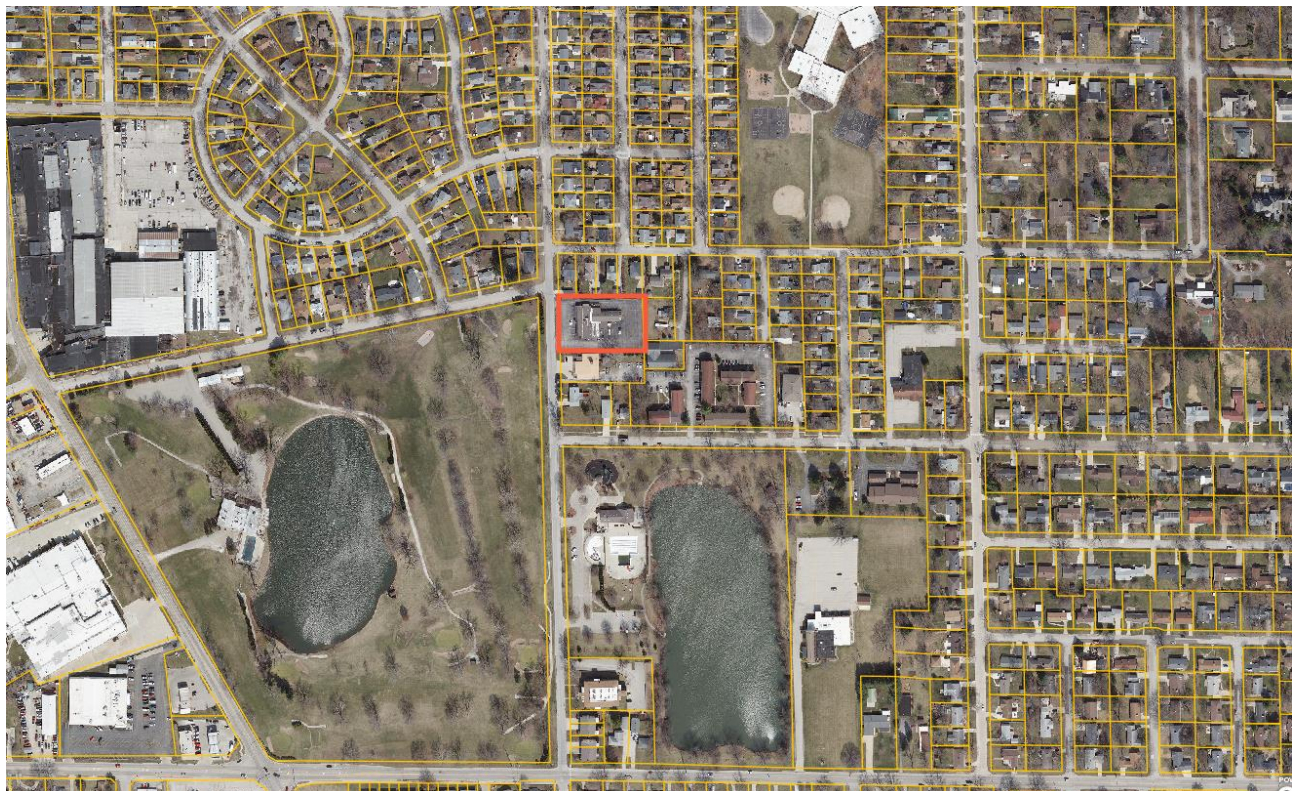
Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level View(s)
4. Petitioner-Submission - Description of Project
5. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3 - Ground-Level View(s)



Attachment 4 - Petitioner-Submission - Description of Project

2.3.2023

To: The Surrounding Neighborhood
704 McGregor Street
Bloomington, IL

Dear potential neighbors,

I'm sure you've heard some talk about the recent sale of The Ozark House in your neighborhood. I am that hopeful buyer! My wife and I are looking to purchase the restaurant and simply put our own restaurant concept in. We are both extremely excited to be joining the neighborhood. I would welcome the opportunity to get to know you in person, especially since I know we will have shared interests in relation to the happenings of the area.

Our restaurant is called "Mac & The Egg", and will eventually be open for breakfast, lunch and dinner. Though to start, we will not be serving breakfast every day. We are a brunch and homestyle type of restaurant with a full dinner menu. We previously spent the past 7 years operating Fort Jesse Café. We hope take what we've learned and bring a piece of that experience to this amazing space. We believe a brunch and dinner concept can be very successful in the location.

My wife and I strongly believe in being involved in the community. When you support your community they in turn will support you back. Building those relationships has been the key to Fort Jesse Café's long-time success and we think it is very important to continue to build those relationships. I encourage anyone to reach out to us and help us to work with you as neighbors and hopefully friends. Your relationship to our business is important to us and we want to encourage you as much as we can to support our business so that we can ultimately support our community the best we can.

We do not have a set date for opening, but we will be active on social media and try to reach out to the neighborhood the best we can. We have plans to replace the roof and siding so we wanted to give you the heads-up on the potential noise for the first few weeks. We also realize there may be increased traffic and we will try our best to address any concerns you may have.

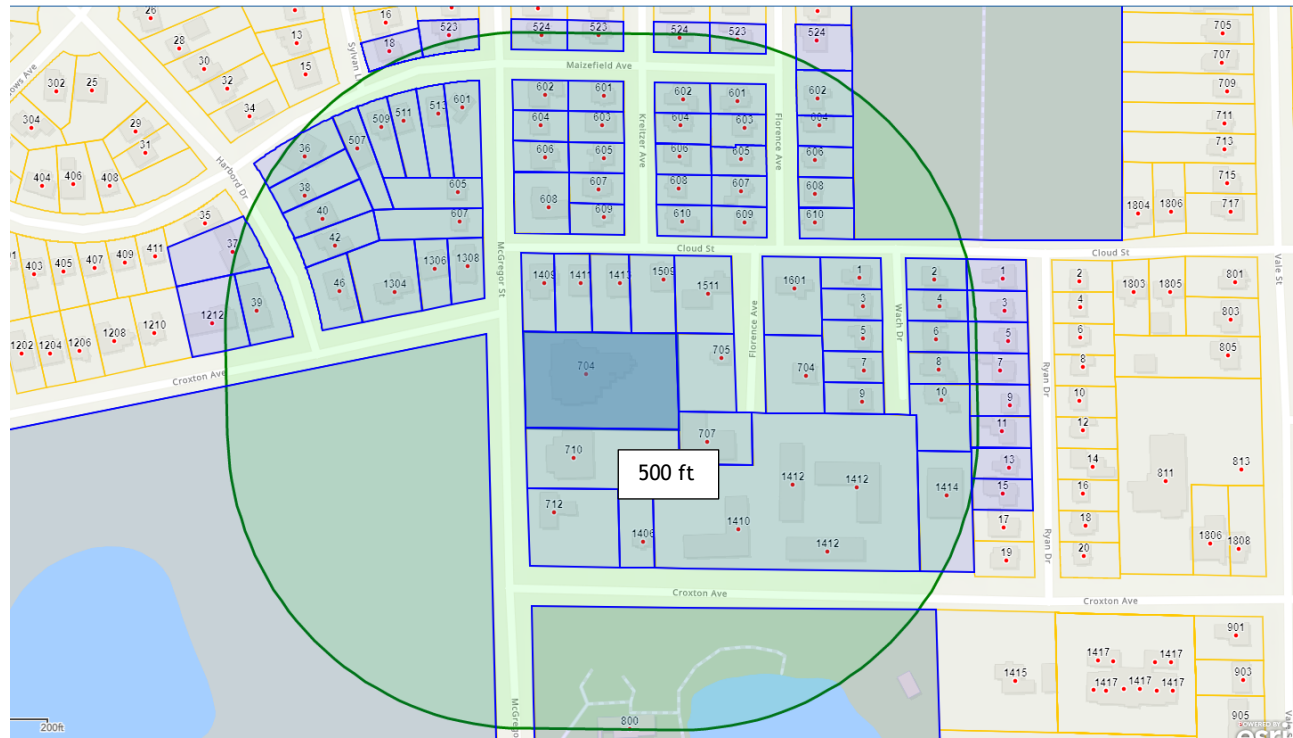
Please feel free to reach out to me with any questions or concerns. We are both greatly looking forward to getting to know you as our business neighbor.

Sincerely,
Nick and Gwen Birky, Mac & The Egg

Responses to the Standards for Review:

- I do not wish to buy a residential space. I'm looking to continue and build upon a local restaurant that has been in the community for over 50 years.
- The Ozark House had their final day of operation under former ownership on Dec. 31, 2022.
- It would be advantageous to operate a restaurant that is zoned for commercial instead of residential.
- It would make more sense if The Ozark House was zoned for commercial use. I feel uncomfortable purchasing a restaurant that is not zoned correctly.
- The community will likely lose a business that has meant a lot to many people for the past 50 years.
- The business has operated for the past 50 years without any issues that I am aware.
- I do not believe there has been any issues in the past.
- I believe a successful and well-run local business is good for the community as a whole. I would like to help this community continue to grow and succeed.
- There would likely be no difference.
- There would be no change in property values.
- I believe the City will benefit from a successful local business.

Attachment 5 - Neighborhood Notice Map



MINUTES

Commissioner Beyer asked that certain embellishments are added to the minute, including: site plans are still required in all Business Districts, with public hearings only in B-2/C-1/D-2; that public hearing review can be requested; and other clarifications regarding desires for future Code review. Commissioner Beyer made a motion to approve the minutes of the February 1, 2023, Planning Commission, subject to the changes provided. Commissioner Boyd seconded.

Mr. Danenberger - Yes, Mr. Muehleke - Yes, Ms. Beyer - Yes, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (7-0.)

REGULAR AGENDA

Chair Mohr announced that case Z-04-23 has been moved to the end of the agenda to permit Public Works staff to be present.

Z-05-23 Public hearing, review and action on a request by Nicholas Birky, for approval of a Zoning Map Amendment, from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District, for the property located at 704 McGregor Street. PIN(s): 21-10-206-005.

Ms. Pemberton presented the Staff Report and recommendation for approval. She clarified the applicant was proposing to change zoning to allow the current use to be in compliance, and no changes to site plan are currently proposed. She explained the restaurant use had been operating for an extended time and the use is not planned for change at this time.

The Chair opened public hearing.

Applicant, Mr. Birky, (19485 N 1000E Rd.) provided further background information on his experience, and his intent to continue the property as a restaurant use. He explained his desire to purchase the property, and the need to have it zoned appropriately for the use.

Sherri Strandberg (42 Harbord Dr) stated she was excited about the new restaurant and expressed support. She expressed the neighbors she had spoken with felt the same.

Chair Mohr closed the public hearing.

Commissioner Boyd stated he shared the community support for maintaining the restaurant.

Commissioner Boyd made a motion to establish findings of fact that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition, seconded by Commissioner Danenberger.

Chair Mohr clarified rezoning considerations compared to use considerations, but in this case they appear independent of the specific effort to operate the specific business.

Mr. Danenberger - Yes, Mr. Muehleke - Yes, Ms. Beyer - Yes, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (7-0.)

Ms. Pemberton noted that the case will be heard at City Council on March 27, 2023.

Z-06-23 Public hearing, review and action on a request by CESO, Inc. for approval of a Zoning Map Amendment, from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District, for the property located at 1626 W. Locust Street. PIN(s): 21-05-176-002.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY MARCH 1, 2023

Page | 2



CONSENT AGENDA ITEM NO. 8.J.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving the Final Plat of Bollmann Subdivision, as requested by the Public Works Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Petitioner, Brandt Bollmann, is requesting approval of a Final Plat for Bollmann Subdivision, which consists of two lots and is located south of Ireland Grove Road and east of Kickapoo Creek Road.

The existing Parcel Identification Number (PIN) for the property is 22-16-100-005. This parcel is less than 1.5 miles outside of the Corporate Limits of the City of Bloomington. Therefore, the Plat falls within the City's extraterritorial jurisdiction for review and approval. The land depicted on the Plat is identified in the Bloomington Comprehensive Plan Future Land Use map as a New Neighborhood, Emerging Area. No development is proposed in conjunction with this subdivision, but City services are potentially available from The Grove on Kickapoo Creek Subdivision, immediately north of Ireland Grove Road. The proposed Plat complies with the City of Bloomington's minimum lot widths and minimum lot areas, as well as easement dedication requirements. A fifty-foot-wide strip of land along Ireland Grove Road (mirroring that to the north) is being dedicated for future Ireland Grove Road right-of-way.

The Bollmann Subdivision went to the McLean County Land Use and Development Committee on March 7, 2023. The County Board provided final approval on March 16, 2023.

The Final Plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code). City staff has no objections to the plat. The subdivision of this property sets the stage for future annexation with existing appropriate land configuration. Many of the City's Zoning Districts do not permit more than one principal structure per lot; this subdivision results in lots compliant with that condition. Zoning and future use will be approved by the McLean County Building and Zoning Department, until such time that the property is annexed to the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Brandt Bollmann; McLean County

FINANCIAL IMPACT: Brandt Bollmann paid all survey and plat costs. No tap-on fees are due

at this time.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: TAQ-1.5 (Plan for appropriate and safe access to major surface transportation facilities, including arterial and collector streets.)

Respectfully submitted for consideration.

Prepared by: Steven Law, Senior Civil Engineer

ATTACHMENTS:

PW 1B Ordinance
PW 1C Final Plat
PW 1D Owners Petition
PW 1E County Clerks Certificate
PW 1F Owners Certificate
PW 1G School District Certificate
PW 1H Final Plat Checklist
PW 1I Final Plat Map
PW 1J Drainage Statement
PW 1K County Ordinance
PW 1L Plat Access Certificate

ORDINANCE NO. 2023 - ____

AN ORDINANCE APPROVING THE FINAL PLAT OF
BOLLMANN SUBDIVISION

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 Bollmann Subdivision dated March 9, 2023, 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; 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 the requirements of the Bloomington City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

Section 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

Section 2. The Final Plat of Bollmann Subdivision dated March 9, 2023, is hereby approved.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 27th day of March 2023.

APPROVED this ____ day of _____ 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

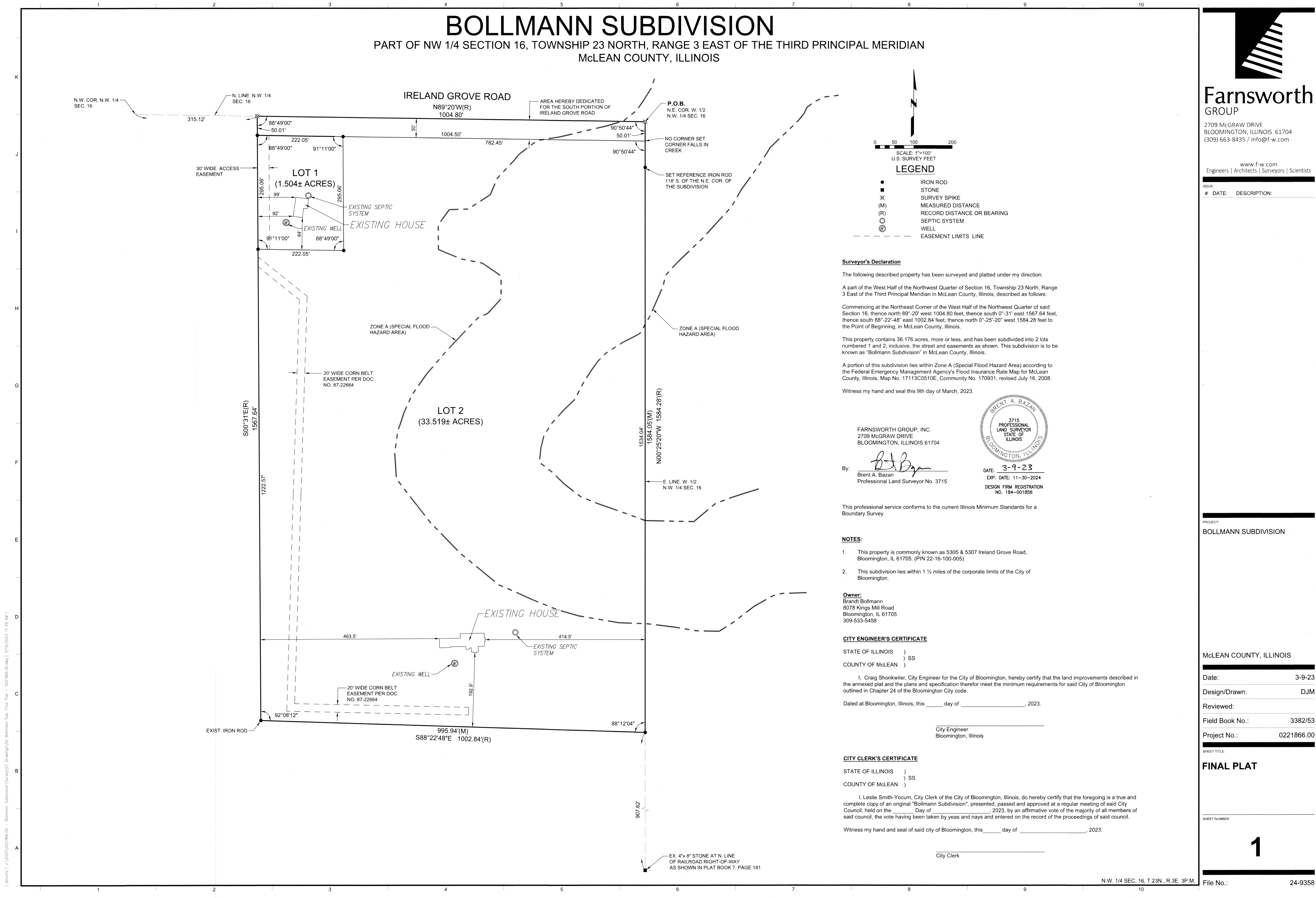
Leslie Smith-Yocum, City Clerk

Exhibit A

Description of Property

A part of the West Half of the Northwest Quarter of Section 16, Township 23 North, Range 3 East of the Third Principal Meridian in McLean County, Illinois, described as follows:

Commencing at the Northeast Corner of the West Half of the Northwest Quarter of said Section 16, thence north $89^{\circ}-20'$ west 1004.80 feet, thence south $0^{\circ}-31'$ east 1567.64 feet, thence south $88^{\circ}-22'-48''$ east 1002.84 feet; thence north $0^{\circ}-25'-20''$ west 1584.28 feet to the Point of Beginning, in McLean County, Illinois.



Farnsworth GROUP

2709 MCGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:
DATE: DESCRIPTION:

PROJECT:
BOLLMANN SUBDIVISION

McLEAN COUNTY, ILLINOIS

Date: 3-9-23

Design/Drawn: DJM

Reviewed:

Field Book No.: 3382/53

Project No.: 0221866.00

SHEET TITLE:

FINAL PLAT

SHEET NUMBER:

1

File No.: 24-9358

I:\muntz\1_2\2023\0221866.00 - Bollmann Subdivision\Survey\02_Drawings\SV_Bollmann Sub Final Plat - 0221866.00.dwg | 3/16/2023 11:29 AM |

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)

)ss.

County of McLean)

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

Now come(s) Brandt Bollmann, hereinafter referred to as "Petitioner(s)",
respectfully representing and requesting as follows:

1. That your Petitioner(s) is(are) the owner(s) of the freehold or lesser estate thereinof the Property hereinafter legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said property;
2. That your Petitioner(s) seek(s) approval of the Final Plat for the subdivision of said property to be known and described as Bollmann Subdivision;
3. That your Petitioner(s) also seek(s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: none

WHEREFORE, your Petitioner(s) respectfully pray(s) that said Final Plat for the Bollmann Subdivision, submitted herewith, be approved with the exemptions and/or variations as requested herein.

RESPECTFULLY SUBMITTED BY:

(SIGNATURE)

Name:  Brandt Bollmann

Title: Owner

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 16 day of February 2023, 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.

Kathy Michael
Kathy Michael,
County Clerk, McLean County, Illinois

P.I.N. 22-16-100-005

OWNER'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned hereby certify that they are the owners of all the premises embodied in the attached plat of the Bollmann Subdivision in McLean County, Illinois, and have caused said plat to be made and that it is a true and correct plat of Bollmann Subdivision in McLean County, Illinois as laid off in lots and streets by Brent A. Bazan, Registered Illinois Land Surveyor Number 3715; and the undersigned, hereby dedicate and set apart to the City of Bloomington for general, public and utility purposes, the areas shown as dedicated thereon.

IN WITNESS HEREOF, the undersigned have set their hands and seals this
17 day of February, 2023.

Brandt Bollmann

By BS

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, the undersigned Notary Public in and for the county and State aforesaid, do hereby certify that Brandt Bollmann 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 that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 17th day of February, 2023.

Patti A. Gregory
Notary Public

My commission expires 4.27.2023.

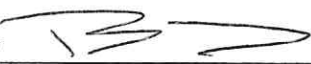


SCHOOL DISTRICT CERTIFICATE

This is to certify that Brandt Bollmann as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Bollmann Subdivision, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

Dated this 17 day of February, 2023.

Brandt Bollmann

By 

NOTARY CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, the undersigned, a Notary Public in and for the county and State aforesaid, do hereby certify that Brandt Bollmann 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 17th day of February, 2023.



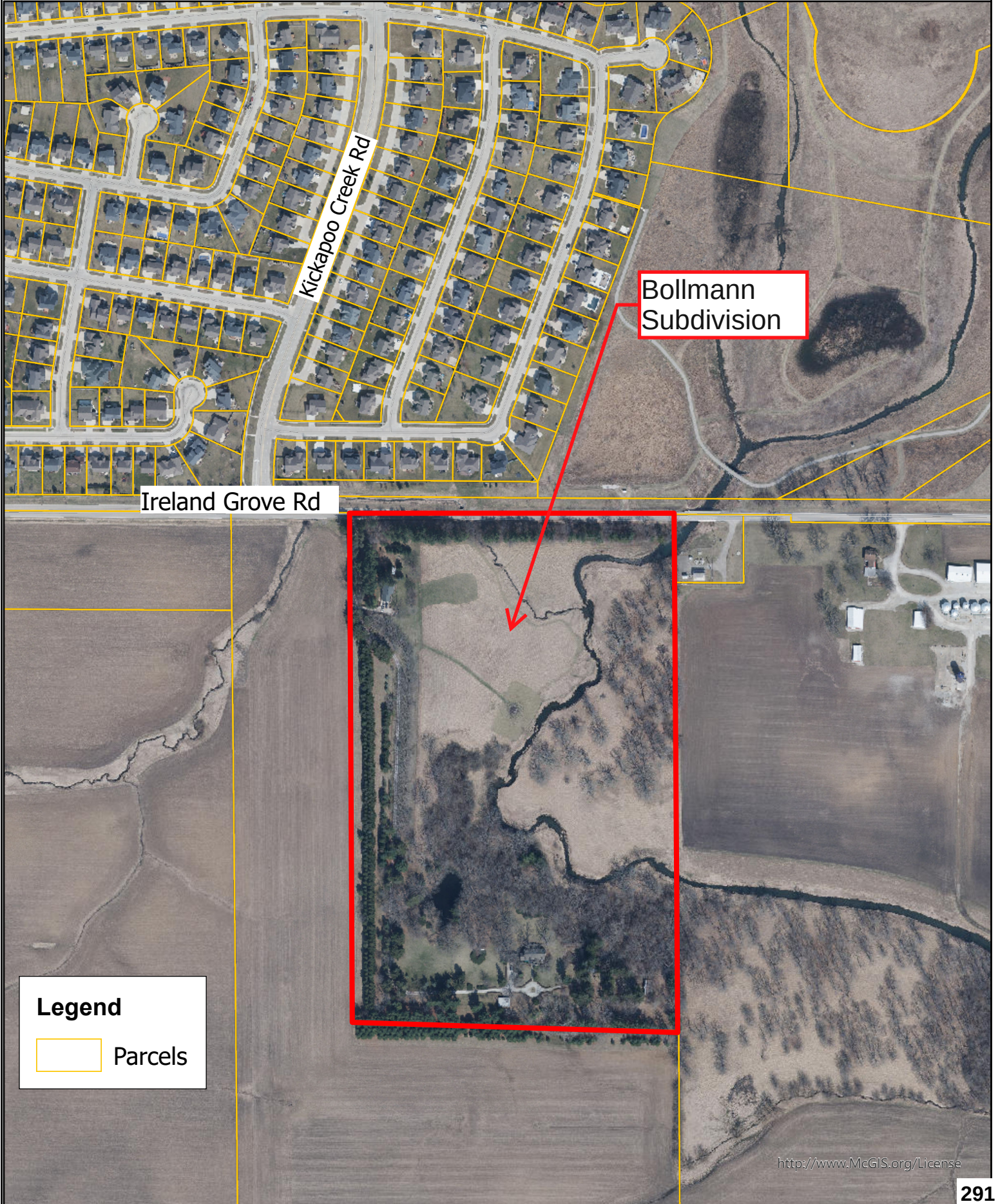

Notary Public



Brandt Bollmann (Bollmann Subdivision)

Date Prepared: 03/09/2023

Shown on Final Plat:		Initial
	Easements shown for all public improvements	N/A
	City Engineer's Signature Block	SJL
	Clerk's Signature Block	SJL
	Areas or facilities to be dedicated to the public	SJL
	Railroad Right of Ways	N/A
	Subdivision Boundaries	SJL
	References to nearest street lines, Township, Sections lines, or monuments.	SJL
	Name of Subdivision	SJL
	Legal Description	SJL
	Existing Parcel Id Number (PIN)	SJL
	Surveyor's statement regarding any Special Flood Hazard Areas.	SJL
	Total Acreage	SJL
	Street Names	SJL
	Proposed Lot numbers (consecutively numbered)	SJL
	Front Yard Setbacks	N/A
The following shall be provided:		
	School District Certificate	SJL
	County Clerk's Certificate	SJL
	Owner's Certificate	SJL
	Drainage Statement	SJL
	Owner's Petition	SJL
	Ordinance	SJL
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	SJL
	Digital CAD format submittal provided to Public Works	Not yet
	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.	N/A
	Final Plat is signed by IL licensed surveyor	SJL
	Plans for all public improvements approved by Public Works	N/A



Legend

 Parcels

DRAINAGE STATEMENT

I, C. Neil Finlen, Registered Professional Engineer, Brandt Bollmann being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Bollmann Subdivision" 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 a portion of Lot 2 is within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.


 Registered Professional Engineer No. 30367
 OWNER(S):
 BY: 
Brandt Bollmann



ORDINANCE OF APPROVAL
OF FINAL PLAT
Bollmann Subdivision, File S-23-01

WHEREAS, Brandt Bollmann has requested a waiver from preliminary plan requirements, has filed an application for approval of a final plat for the Bollmann Subdivision, file number S-23-01, and has executed all agreements and documents required by the land subdivision regulations of McLean County; and

WHEREAS, said property is in Old Town Township at 5305 and 5307 Ireland Grove Rd., Bloomington, IL, and

WHEREAS, Brandt Bollmann subdivided his property to set aside two lots on his 35-acre property on which two single-family dwellings are located; and

WHEREAS, Brandt Bollmann proposes to have one single-family dwelling on each lot; and

WHEREAS, staff recommends that a preliminary plan is unnecessary for the proposed subdivision; and

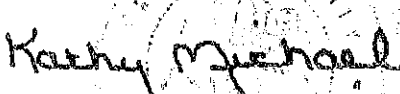
WHEREAS, the Land Use and Development Committee of the McLean County Board has reviewed said waiver and final plat and finds that they meet the said subdivision regulations; and

WHEREAS, the Land Use and Development Committee is recommending that the County Board of McLean County, Illinois approve said waiver and final plat for the said subdivision; now, therefore,

BE IT ORDAINED that the said waiver and final plat for the aforesaid Bollmann Subdivision be and hereby are approved.

Adopted by the County Board of McLean County, Illinois this 16th day of March 2023.

ATTEST:


Kathy Michael, County Clerk
McLean County, Illinois

APPROVED:


John McIntyre, Chair
McLean County Board

CITY OF BLOOMINGTON PLAT ACCESS CERTIFICATE

STATE OF ILLINOIS)
) SS
 COUNTY OF McLEAN)

I, Craig Shonkwiler, City Engineer for the City of Bloomington, Illinois, hereby certify that the
 Road Access is approved as shown on the Bollmann Subdivision Final Plat.

Dated this 16th day of March 2023



 Signature of City Engineer



CONSENT AGENDA ITEM NO. 8.K.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: Ward 7

SUBJECT: Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District for the Property Located at 1626 W. Locust Street, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 4c. Preservation of property/home valuations

BACKGROUND: The Petitioner, CESO, Inc., seeks a Zoning Map Amendment for the subject property, from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District, to allow the construction of a Restaurant with a Drive-Through on a portion of the property.

Summary of Request:

- The property consists of 0.28 acres of vacant land, on the south side of W. Locust Street, in an area targeted for infill and redevelopment.
- Residential uses are present east of the site, but the area to the south and west are commercial in nature due to existing intensive commercial uses and zoning in the immediate vicinity.
- The B-2 District is designed to be sensitive and supportive to residential uses; alternate uses permissible in the B-2 District should result in levels of impact to adjacent properties similar to that of the immediately intended use.

On Wednesday, March 1, 2023, the Bloomington Planning Commission held a public hearing and voted 7- 0 to recommend approval of the request, finding that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit for the applicant.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, February 13, 2023, and courtesy notices were mailed to 21 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: Appropriate zoning of the subject lot would encourage private investment in the long-term maintenance of the property which will be protective of property values in the area. Creating more of a specific type of service which is in demand, in a location that has been underutilized, may result in increased future tax revenues for

the City.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N-1.1b (Ensure sensitive transitions from residential to nonresidential), ED-1.2h (Promote regeneration area infill sites on the west side of Bloomington to take advantage of existing infrastructure and attract quality jobs closer to residents), and ED-4-2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:

[E&CD 2B Ordinance](#)

[E&CD 2C Staff Report](#)

[E&CD 2D Planning Commission Draft Minutes](#)

ORDINANCE NO. 2023-_____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM R-1C (SINGLE-FAMILY RESIDENCE) DISTRICT TO B-2 (LOCAL COMMERCIAL) DISTRICT FOR THE PROPERTY LOCATED AT 1626 W. LOCUST STREET

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Zoning Map Amendment from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District for the property located at 1626 W. Locust Street, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Zoning Map Amendment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

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

Section 2. The Council hereby adopts the findings of fact of the Planning Commission and the Zoning Map Amendment from R-1C (Single Family Residence) District to B-2 (Local Commercial) District for the property at 1626 W. Locust Street, legally described in Exhibit "A", is hereby approved.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 27th day of March 2023.

APPROVED this ____ day of March 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT "A"
Legal Description

Lot 13 in Block 2 in William and Rice's Addition to the City of Bloomington, in McLean County,
Illinois, and Vacated Alley South & Adjacent

PIN: 21-05-176-002

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: March 1, 2023

CASE NO: Z-06-23, Zoning Map Amendment

REQUEST: Public hearing, review and action on a petition submitted by CESO, Inc., requesting approval of a Zoning Map Amendment for the property located at 1626 W. Locust Street, from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District. PIN: 21-05-176-002.

BACKGROUND

Request

The Petitioner seeks a Zoning Map Amendment for the subject property, from the R-1C (Single-Family Residence) District to B-2 (Local Commercial) District, to allow the construction of a Restaurant with a Drive-Through on a portion of the property. The property is currently vacant and is intended to be utilized in conjunction with associated properties located directly west of the site to accommodate the proposed larger development.

Property Characteristics

The subject property consists of 0.28 acres of vacant land located on the south side of W. Locust Street, directly west of the intersection of W. Locust Street and White Oak Road.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, February 13, 2023. Courtesy notices were mailed to 21 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	R-1C (Single-Family Residence)	Single-Family Dwellings
South	B-1 (General Commercial)	Vehicle Sales & Service
East	R-1C (Single-Family Residence)	Single-Family Dwellings
West	B-1 (General Residence)	Vacant

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: R-1C (Single-Family Residence) District

The R-1C Residence District is intended to provide primarily for the establishment of areas of higher density single-family detached dwelling units while recognizing the potential compatibility of two-family dwelling units as special uses. Densities of approximately eight dwelling units per acre are allowed. This district may be applied to newly developing areas as well as the older residential areas of the City where larger houses have been or can be

converted from single-family to two-family residences to extend the economic life of these structures and allow the owners to justify the expenditures for repairs and modernization.

Proposed Zoning: B-2 (Local Commercial) District

The intent of this B-2 Local Commercial District is to provide retail, commercial and service establishments, including retail stores and personal service facilities, which serve the frequently recurring needs of surrounding local employment areas and residential neighborhoods. In addition to serving commercial purposes, this district encourages a mix of land uses, continued community investment through infill and site renovations, and a development form that supports mixed transportation modes, such as bicycle, pedestrian, and public transportation in addition to personal vehicles. Neighborhood shopping centers, particularly with a supermarket as a principal or anchor tenant, are appropriate at prominent intersections. The protection of surrounding residential properties from adverse impacts is a primary focus of this district.

Compliance with the Comprehensive Plan

The proposed Zoning Map Amendment contributes to Goals N-1.1b (Ensure sensitive transitions from residential to nonresidential), ED-1.2h (Promote regeneration area infill sites on the west side of Bloomington to take advantage of existing infrastructure and attract quality jobs closer to residents), and ED-4-2 (Prioritize infill and redevelopment to spur growth and reinvestment in the City).

The 2035 Comprehensive Plan's Future Land Use map identifies this area as Low Density Residential in the built areas, adjacent to Regional Commercial. The Land Use Priorities map does not identify this property.

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Map Amendment is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

Request for Zoning Map Amendment for R-1C to B-2

1. The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the R-1C (Single-Family Residence) District are residentially oriented and appropriate near other residential uses in the vicinity. However, with the adjacent commercial uses and zoning located directly east and south of the site, it is unlikely to be developed as residential. Uses authorized by the current zoning are generally appropriate for the area, but use of the subject property for most R-1C authorized uses is impracticable.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property is currently vacant and has been vacant for an extended time.

3. The suitability of the subject property for uses authorized by the proposed zoning.

Uses permitted within the B-2 (Local Commercial) District are primarily neighborhood-supportive in nature, designed to fulfill the common or daily needs of the nearby residents without resulting in significant negative impacts to the residents they serve. The existing commercial uses along Market Street adjacent to the site already provides these types of services and has demonstrated the successful integration of this category of uses in the direct area.

4. The existing land uses and zoning of nearby property.

The subject property has been a vacant residentially zoned property for an extended time, adjacent to a vacant commercially zoned property. Although residential uses continue to the east of the site, the area could overall be characterized as commercial in nature due to the proximity of Market Street and the existence of several commercial uses in the direct vicinity.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

The gain for the public is one of creating more availability of a specific type of service which is in demand, in a location that has been underutilized, and the hardship for the public would be the continuance of an existing vacant condition.

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The site currently has direct access to W. Locust Street, a local road sufficient to support uses in the current district. The site is proposed to be redeveloped as part of a larger plan which would have access directly and only via Market Street.

7. The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

The redevelopment of the site would be expected to improve drainage and flooding in the immediate vicinity by requiring compliance with current practices for stormwater management and site planning.

8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

The property is currently served by City water and sewer, fire and police protection are

provided by existing assignments, and refuse collection is available. The property is served by the District 87 school district, but not expected to contribute to the student population as a commercial use.

9. The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein.

Approval of the Zoning Map Amendment at the conclusion of the public hearing and Council review would be the result of a fair, equitable, and orderly review process. It would support appropriate use of the subject lot, enhancing the Bloomington Community. Development of the existing property encourages private investment in the long-term maintenance and successful operation of the property which will be protective of property values in the area.

10. The extent to which property values are diminished by the particular zoning restriction.

Property values are unlikely to be diminished by the Map Amendment. Since B-2 is designed to be sensitive and supportive to residential uses, the alternate uses permissible in the B-2 District should provide a similar level of impact to adjacent properties, or less if the site were to be redeveloped to current standards, as would be required upon a change of use.

11. The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.

The change to B-2 does not necessitate the destruction of property values. The subject property has been vacant for an extended time and the surrounding homes have existed in harmony with the commercial uses south of the area; there should be a reasonable expectation by neighborhood residents that the subject property would function appropriately in a commercial manner.

12. Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.

The Comprehensive Plan's Future Land Use map identifies this property as Low Density Residential, adjacent to Regional Commercial, in the built areas. The Land Use Priorities map does not identify this property.

13. Whether the City needs the proposed use.

The proposed Map Amendment would allow future utilization of the property as a restaurant in a location that has been vacant for an extended time along a major commercial corridor.

STAFF RECOMMENDATION

Staff finds that the request for a Zoning Map Amendment *is in the public interest and not solely for the benefit of the applicant*, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

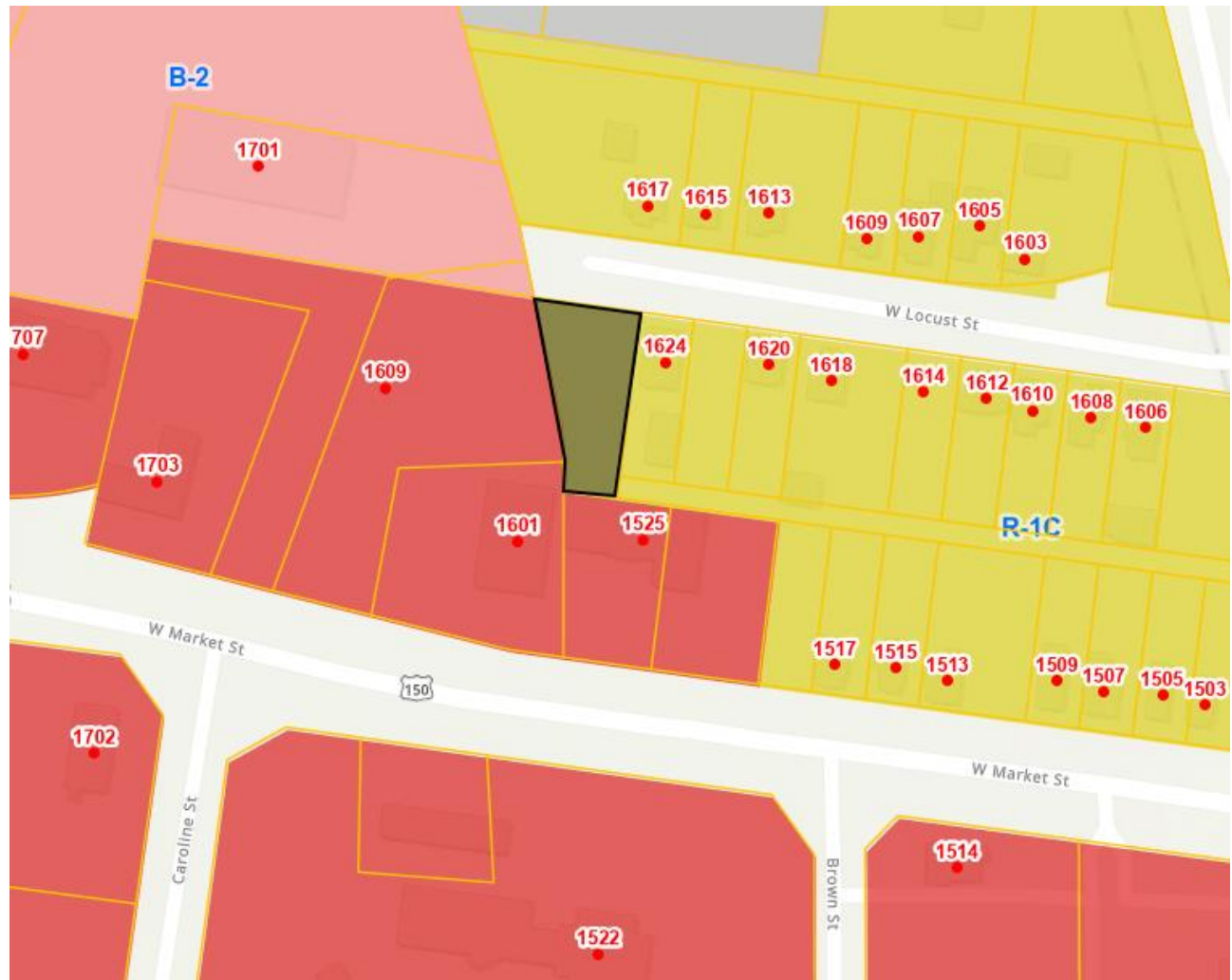
Motion to establish findings of fact that the proposed Zoning Map Amendment *is in the public interest and not solely for the benefit of the petitioner* and recommend *approval* of the petition.

Respectfully submitted,
Alissa Pemberton
Assistant City Planner

Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level View(s)
4. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3 - Ground-Level View(s)



MINUTES

Commissioner Beyer asked that certain embellishments are added to the minute, including: site plans are still required in all Business Districts, with public hearings only in B-2/C-1/D-2; that public hearing review can be requested; and other clarifications regarding desires for future Code review. Commissioner Beyer made a motion to approve the minutes of the February 1, 2023, Planning Commission, subject to the changes provided. Commissioner Boyd seconded.

Mr. Danenberger - Yes, Mr. Muehleke - Yes, Ms. Beyer - Yes, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (7-0.)

REGULAR AGENDA

Chair Mohr announced that case Z-04-23 has been moved to the end of the agenda to permit Public Works staff to be present.

Z-05-23 Public hearing, review and action on a request by Nicholas Birky, for approval of a Zoning Map Amendment, from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District, for the property located at 704 McGregor Street. PIN(s): 21-10-206-005.

Ms. Pemberton presented the Staff Report and recommendation for approval. She clarified the applicant was proposing to change zoning to allow the current use to be in compliance, and no changes to site plan are currently proposed. She explained the restaurant use had been operating for an extended time and the use is not planned for change at this time.

The Chair opened public hearing.

Applicant, Mr. Birky, (19485 N 1000E Rd.) provided further background information on his experience, and his intent to continue the property as a restaurant use. He explained his desire to purchase the property, and the need to have it zoned appropriately for the use.

Sherri Strandberg (42 Harbord Dr) stated she was excited about for the new restaurant and expressed support. She expressed the neighbors she had spoken with felt the same.

Chair Mohr closed the public hearing.

Commissioner Boyd stated he shared the community support for maintaining the restaurant.

Commissioner Boyd made a motion to establish findings of fact that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition, seconded by Commissioner Danenberger.

Chair Mohr clarified rezoning considerations compared to use considerations, but in this case they appear independent of the specific effort to operate the specific business.

Mr. Danenberger - Yes, Mr. Muehleke - Yes, Ms. Beyer - Yes, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (7-0.)

Ms. Pemberton noted that the case will be heard at City Council on March 27, 2023.

Z-06-23 Public hearing, review and action on a request by CESO, Inc. for approval of a Zoning Map Amendment, from R-1C (Single-Family Residence) District to B-2 (Local Commercial) District, for the property located at 1626 W. Locust Street. PIN(s): 21-05-176-002.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY MARCH 1, 2023

Page | 2

Ms. Pemberton presented the Staff Report and recommendation for approval. She explained that B-2 zoning is meant to act as buffer between residential and commercial uses and is therefore appropriate for the subject location.

Chair Mohr inquired whether residential uses were permitted in B-2 district. Staff responded that certain residential uses would be allowed. Chair Mohr noted that this change would allow some commercial but would not prohibit residential use as is currently allowed. He identified the adjoining B-1 zoning and uses and noted the existing higher development intensity.

The Chair opened public hearing.

Ivan Dunlap (1624 W. Locust Avenue) stated he lives adjacent to the subject property and inquired if a privacy fence would be constructed and if site access would be provided via Locust.

Chair Mohr closed the public hearing.

Commissioner Boyd made a motion to establish findings of fact that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition, seconded by Commissioner Beyer.

Mr. Danenberger - Yes, Mr. Muehleke - Yes, Ms. Beyer - Yes, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (7-0.)

Ms. Pemberton noted that the case will be heard at City Council on March 27, 2023.

PR-01-23 Public hearing, review and action on a request by CESO, Inc. for approval of a Legislative Site Plan Review (and a Special Use), with Variances, for the properties located at 1603 W. Market Street and 1624 W. Locust Street. PIN(s): 21-05-151-013, 21-05-151-014, and 21-05-176-002.

Mr. Branham presented the Staff Report, noting the concurrent requests and need for Special Use adjacent to residential zoning. He noted there will be one access point on Market Street, no access from Locust, and one drive-through lane with 15 cars of queuing. IDOT has provided feedback and proposed parking has been eliminated on the southwest side of the site. Future cross access is indicated on the western side of the property, but they are unable to connect at this time since Caroline is a private drive. He explained the requested landscaping Variance resulting from accommodation of a sidewalk with improved site circulation, stating a fence is not required and has not been proposed as part of the landscape plan. He noted the Comprehensive Plan goals supported by the proposal and stated the staff recommendation for approval of the request, subject to the installation of the Drive-Through bypass lane and creating a stub for future cross-access.

Chair Mohr inquired what was done to assess and manage stormwater. Mr. Branham explained the applicant has provided detention calculations to engineering and that the new development is required to demonstrate they will not impact flood and drainage conditions offsite.

Commissioner Beyer asked whether the fact that the property is split between B-1 and B-2 zoning has any impact on development. Mr. Branham explained there could be issues if a future owner wanted to attempt a use that was permissible only in one of the Districts, but the split-zoning does not present issues for the current project.

Chair Mohr inquired whether the City had been involved in discussions regarding access and connection to Caroline street. Mr. Branham stated the City has not been involved, but the applicant has communicated their efforts and inability to gain such.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY MARCH 1, 2023

Page | 3



CONSENT AGENDA ITEM NO. 8.L.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: Ward 2

SUBJECT: Consideration and Action on an Ordinance Approving a Zoning Map Amendment from R-1B (Single-Family Residence) District to R-2 (Mixed Residence) District for the Properties Located at 2702, 2704, 2706, 2708, 2710, 2712, and 2714 Fox Creek Road, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The Petitioner, Farnsworth Group, seeks a Zoning Map Amendment for the subject properties, from R-1B (Single-Family Residence) District to R-2 (Mixed Residence) District.

Summary of Request:

- The subject property consists of 2.41 acres of vacant land located on the south side of Fox Creek Road, near the corner of W. Oakland Avenue.
- Utilizing the full potential for residential density on these properties will create a more compact neighborhood surrounding a walkable community green space.
- Planned development is for "Two-Family Dwellings" and additional subdivision of the properties to provide zero-lot-line duplex housing.
- The proposal is for 14 "Two-Family" dwellings; the same number of dwelling units would be allowed under the current District, but the form would not.
- Seven curb cuts will be provided for shared driveways with front-out access onto Fox Creek Road.

On Wednesday, March 1, 2023, the Bloomington Planning Commission held a public hearing and voted 5-0-1 (one abstention) to recommend approval of the request, finding that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit for the applicant.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, February 13, 2023, and courtesy notices were mailed to 33 property owners within 500 feet of the subject property.

FINANCIAL IMPACT: The proposed Map Amendment will help fulfill the need for quality non-

student housing identified in the Economic Development Council's Bloomington-Normal Housing Analysis through creation of a housing type currently in demand.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits,) and UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core.)

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:

[E&CD 3B Ordinance](#)

[E&CD 3C Staff Report Z-10-23](#)

[E&CD 3D DRAFT Minutes 2023-03-01 PC Z-10-23](#)

ORDINANCE NO. 2023-_____

AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FROM R-1B (SINGLE-FAMILY RESIDENCE) DISTRICT TO R-2 (MIXED RESIDENCE) DISTRICT FOR THE PROPERTIES LOCATED AT 2702, 2704, 2706, 2708, 2710, 2712, AND 2714 FOX CREEK ROAD

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Zoning Map Amendment from R-1B (Single-Family Residence) District to R-2 (Mixed Residence) District for the properties located at 2702, 2704, 2706, 2708, 2710, 2712, and 2714 Fox Creek Road, legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant, as required by § 44-1706 of the Bloomington City Code; and

WHEREAS, the Bloomington Planning Commission voted to recommend that the City Council pass this Ordinance; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve this Zoning Map Amendment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

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

Section 2. The Council hereby adopts the findings of fact of the Planning Commission and the Zoning Map Amendment from R-1B (Single Family Residence) District to R-2 (Mixed Residence) District for the properties at 2702, 2704, 2706, 2708, 2710, 2712, and 2714 Fox Creek Road, legally described in Exhibit "A", is hereby approved.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 27th day of March 2023.

APPROVED this ____ day of March 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT "A"
Legal Description

2702 Fox Creek Road
FOX CREEK COUNTRY CLUB 10TH ADD LOT 383
PIN: 21-18-302-007

2704 Fox Creek Road
FOX CREEK COUNTRY CLUB 10TH ADD LOT 382
PIN: 21-18-302-006

2706 Fox Creek Road
FOX CREEK COUNTRY CLUB 10TH ADD LOT 381
PIN: 21-18-302-005

2708 Fox Creek Road
FOX CREEK COUNTRY CLUB 10TH ADD LOT 380
PIN: 21-18-302-004

2710 Fox Creek Road
FOX CREEK COUNTRY CLUB 10TH ADD LOT 379
PIN: 21-18-302-003

2712 Fox Creek Road
FOX CREEK COUNTRY CLUB 10TH ADD LOT 378
PIN: 21-18-302-002

2714 Fox Creek Road
FOX CREEK COUNTRY CLUB 10TH ADD LOT 377
PIN: 21-18-302-001

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: March 1, 2023

CASE NO: Z-10-23, Zoning Map Amendment

REQUEST: Public hearing, review and action on a petition by Farnsworth Group, requesting a Zoning Map Amendment for the property located at 2702, 2704, 2706, 2708, 2710, 2712, and 2714 Fox Creek Road, from R-1B (Single-Family Residence) District to R-2 (Mixed Residence) District. PINs: 22-18-302-001, 22-18-302-002, 22-18-302-003, 22-18-302-004, 22-18-302-005, 22-18-302-006, and 22-18-302-007.

BACKGROUND

Request

The Petitioner seeks a Zoning Map Amendment for the subject property, from the R-1B (Single-Family Residence) District to R-2 (Mixed Residence) District to allow the construction of two-family dwellings (duplexes) with shared curb cuts and separate driveways.

Property Characteristics

The subject property consists of 2.41 acres of vacant land located near the corner of Fox Creek Road and W. Oakland Avenue, south of a large unincorporated tract of agricultural and R-2 land. It is represented on the original Preliminary Plan for Fox Creek Country Club, and the current plat, as lots similar to the character of development further west on Fox Creek Road and has been zoned R-1B since the time the subdivision began development.

Notice

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, February 13, 2023. Courtesy notices were mailed to 33 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	R-1B (Single-Family Residence)/County	Street/Vacant/Single-Family Dwellings
South	P-2 (Public Lands & Institutions)	Golf Course
East	B-2 (Local Commercial)	Two-Family Dwellings
West	P-2 (Public Lands & Institutions)	Golf Course

ANALYSIS

*Comparison of Existing and Proposed Districts**

Existing Zoning: R-1B (Single-Family Residence) District

The R-1B Residence District is intended to provide primarily for the establishment of areas characterized by moderate sized lots and single-family detached dwelling units for

occupancy by families. In addition to these dwelling units, related recreational, religious, and cultural facilities intended to serve the immediately surrounding residents are allowed where such facilities are found to be compatible with surrounding residential development. The R-1B district allows densities of up to approximately six dwelling units per acre.

Proposed Zoning: R-2 (Mixed Residence) District

Mixed Residence District. The R-2 Residence District is intended to accommodate development characterized by a mixture of housing types at a high single-family and a low multiple-family dwelling unit density. Densities of up to approximately 13 dwelling units per acre are allowed. This district allows for the conversion of dwelling units in older residential areas of mixed dwelling unit types in order to extend the economic life of these structures and allow owners to justify expenditures for repairs and modernization and serves as a zone of transition between lower density residential districts and residential districts that permit greater land use intensity and dwelling unit density.

Compliance with the Comprehensive Plan

The proposed Zoning Map Amendment contributes to Goals H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits,) and UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core.)

The 2035 Comprehensive Plan's Future Land Use map identifies this area as Low Density Residential. The Land Use Priorities map identifies this property as Tier 1, "Platted areas for future development of existing subdivisions but not built out to completion."

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Map Amendment is in the public interest and not solely for the benefit of the applicant, based upon considering the factors listed in § 44-1706E(2) and discussed below.

Request for Zoning Map Amendment for R-1B to R-2

1. The suitability of the subject property for uses authorized by the existing zoning.

Uses permitted within the R-1B (Single-Family Residence) District are residentially oriented and appropriate near other residential uses in the vicinity. The density allowed under the current zoning (up to 6 DU/Ac) would permit 14 homes to be built on the subject property and each existing lot could be split into two conforming lots for the district, as-is.

2. The length of time the property has remained vacant as zoned considered in the context of land development in the area.

The property has remained undeveloped since annexation. Approximately 25% of the Preliminary Plan for Fox Creek Country Club remains undeveloped, but multiple cases and areas have become active in the recent past; most of those are planned for single-family.

3. The suitability of the subject property for uses authorized by the proposed zoning.

Lot characteristics and densities for the subject size are similar between the Districts.

4. The existing land uses and zoning of nearby property.

The land uses and zoning of the most proximate properties are medium-density residential and/or low intensity commercial. The adjacent property on two sides is (and will remain) a golf course that would not be impacted by a minor or moderate increase in residential density that is still height restricted. Properties slightly further to the west are zoned R-1B and improved with single-family dwellings.

5. Relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application.

Relative gain to the owner is real due to the increase in development potential on the property, but the gain to the community may be real also based on the need and market interest in the type of housing permissible in the R-2 District. Hardship to the surrounding property owners would be expected to be minimal since the character of the development would be similar, and the proposed density is the same as would be accessible by right. It is possible in R-2 to develop multiple-family dwellings which are not permitted in the R-1B/R-1C zoning throughout most of Fox Creek Country Club, but the use is a Special Use and would require additional review and public hearings, making it unlikely if the proposal is out of the character of other development in the area.

6. The extent to which adequate streets are connected to the arterial street system and are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.

City engineering has expressed concerns about increasing the number of curb cuts to this section of Fox Creek Road, beyond what was originally planned. Concerns were not expressed related to traffic counts or function of Fox Creek Road. The currently permitted density (14 DUs) may be acquired through shared curb cuts but would necessitate unique access design found primarily in the two-family/duplex form of construction.

7. The extent to which the proposed amendment is inconsistent with the need to minimize flood damage and that the development of the subject property for the uses permitted in the proposed zoning classification will not have a substantial detrimental effect on the drainage patterns in the area.

Stormwater management for this subdivision is accommodated through a series of basins and drainage areas within the golf course, and minor differences in lot size would not be expected to have an impact on the drainage patterns for this area.

8. **The extent to which adequate services (including but not limited to fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.**

The property is already planned for service by City water and sewer, fire and police protection, and has been annexed to BNWRD and the school District with an expectation of similar density.

9. **The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of this Code as set forth in § 44-1701 herein.**

Approval of the Zoning Map Amendment at the conclusion of the public hearing and Council review would be the result of a fair, equitable, and orderly review process. Utilizing the full potential for residential density on these properties will create a more compact neighborhood surrounding a walkable community green space. Some community expectation of single-family development along Fox Creek may be left unsatisfied, but the character of these properties is more a continuation of the compact development on the eastern side of the Golf Course than the start of the single-family loops and cul-de-sacs on the west side.

10. **The extent to which property values are diminished by the particular zoning restriction.**

Property values are unlikely to be diminished by the Map Amendment since the character of the result would be similar to that of existing development. Traffic congestion is not expected to significantly increase as curb cuts will not be permitted to increase and any development on this site will be required to provide access and parking that permits front-in/front-out, per City Public Works.

11. **The extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.**

Property values are unlikely to be diminished by the Map Amendment.

12. **Whether a Comprehensive Plan for land use and development exists, and whether the ordinance is in harmony with it.**

The Future Land Use map identifies this area as “Low Density Residential” (<8 DUs/ac), but the current zoning already permits “Medium Density Residential” (8-20 DUs/ac.) Approval of the Map Amendment would continue to permit the “Medium Density Residential” already permitted on the property. The Land Use Priorities map identifies this property as Tier 1, “Platted areas for future development of existing subdivisions but not built out to completion.”

13. **Whether the City needs the proposed use.**

The proposed Map Amendment will help fulfill the need for quality non-student housing identified in the EDC’s Bloomington-Normal Housing Analysis through creation of a housing type currently in demand.

STAFF RECOMMENDATION

Staff finds that the request for a Zoning Map Amendment *is in the public interest and not solely for the benefit of the applicant*, after reviewing the relevant factors for consideration, and recommends the Planning Commission take the following action(s):

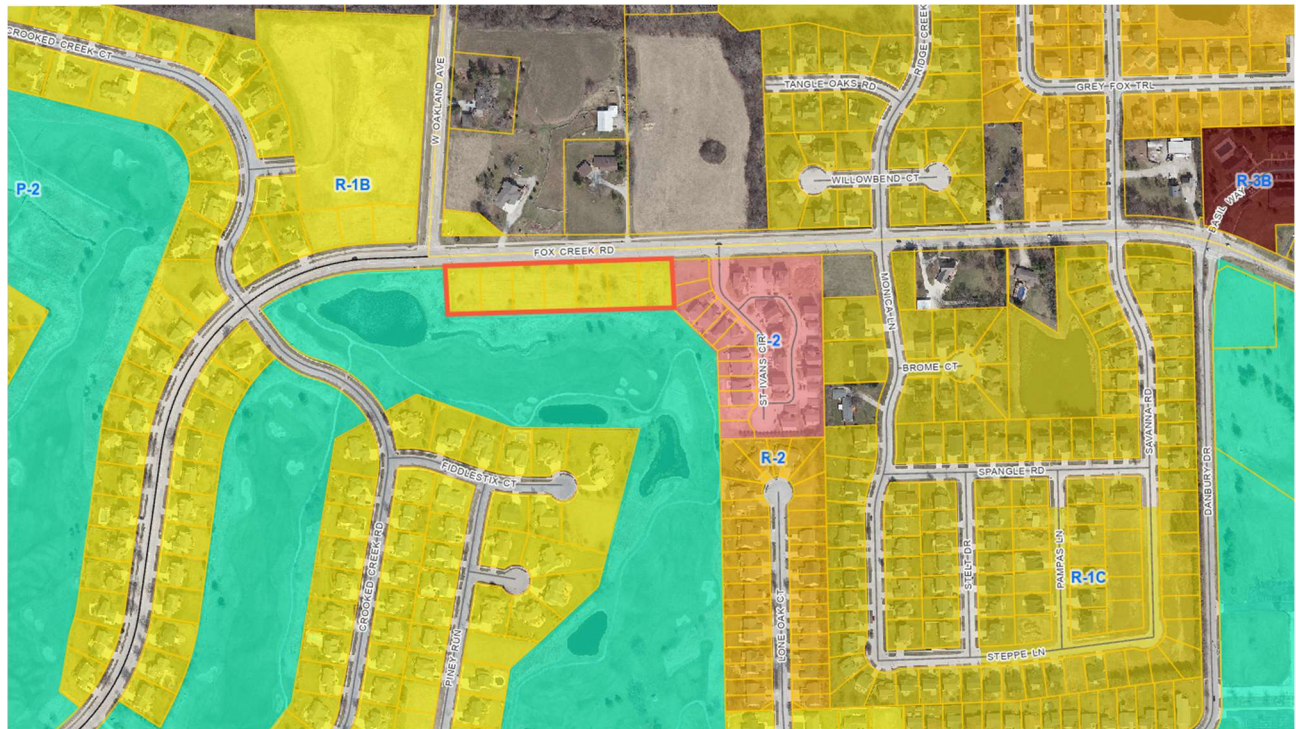
Motion to establish findings of fact that the proposed Zoning Map Amendment *is in the public interest and not solely for the benefit of the petitioner* and recommend *approval* of the petition.

Respectfully submitted,
Alissa Pemberton
Assistant City Planner

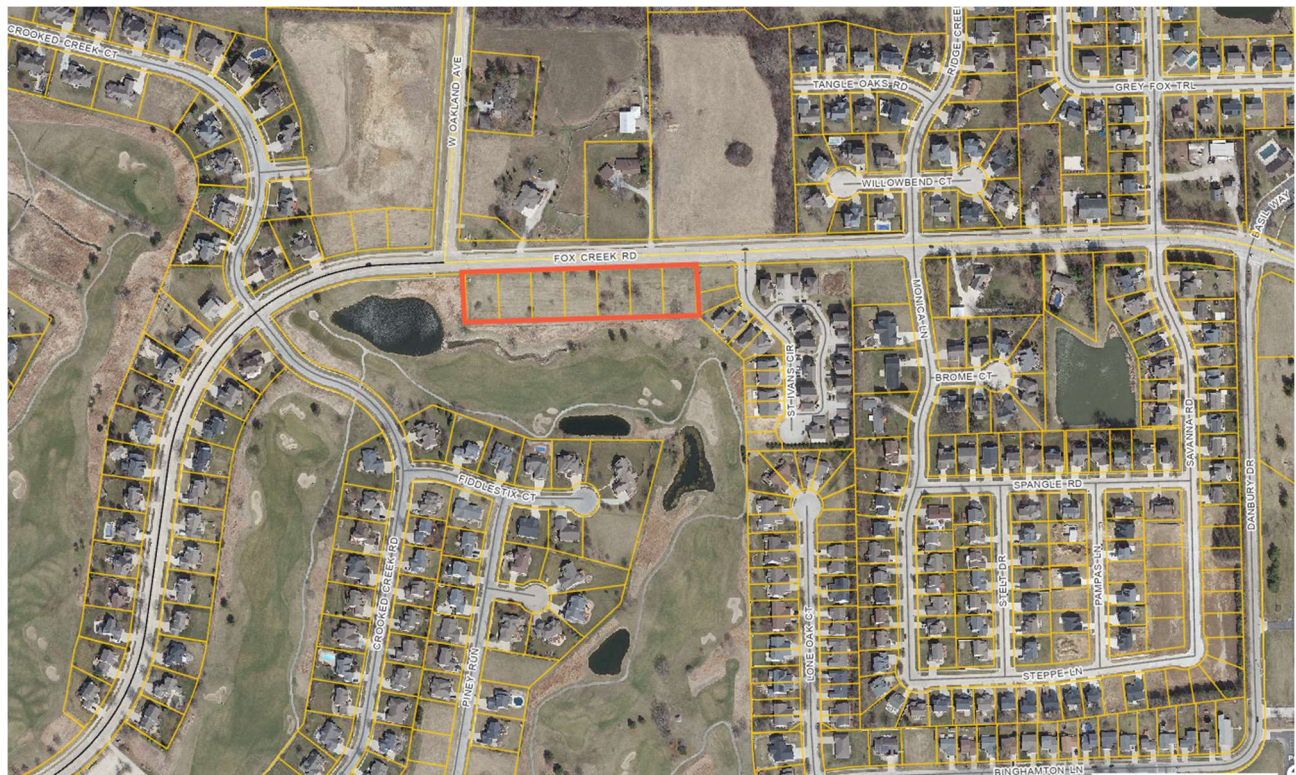
Attachments:

1. Zoning Map
2. Aerial Image
3. Ground-Level View(s)
4. Petitioner-Submission - Description of Project
5. Neighborhood notice map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3 - Ground-Level View(s)





MEMORANDUM

Date: January 27, 2023
To: City of Bloomington Public Works
From: Sean Ireland
Re: Findings of Fact and Owner consent to Rezoning Application for **PIN 21-18-302-001** through **PIN 21-18-302-007** (for Fox Creek 10th Addition Duplexes)

The following statement is supplemental to the Application for a Zoning Map Amendment to address Findings of Fact and provide owner consent for Farnsworth Group, Inc. to submit said application as the applicant. **PIN 21-18-302-001** through **PIN 21-18-302-007**, as shown on the Rezoning Plat and on the Concept Site Plan, consist of seven (7) two-family dwelling lots abutting Fox Creek Road just East of the Tee Intersection of Oakland Avenue and Fox Creek Road. The subject property will be referred to as "**Tenth Addition to Fox Creek Country Club.**"

The below for your consideration are the Findings of Fact addressing appropriateness per bulleted items on the City of Bloomington Application.

1. Discuss the suitability of the subject property for uses authorized by the existing zoning.
 - a. The subject property under the existing zoning, does not permit two-family dwellings or list two-family dwellings as a special use. The proposed rezoning to R-2 would permit two-family dwellings in addition to those uses permitted under R-1B zoning.
2. Discuss how long this property has remained vacant, as zoned.
 - a. The property has remained vacant since the greater Fox Creek Country Club Development was platted in the mid-1990's.
3. Discuss the suitability of the subject property for uses authorized by the proposed zoning.
 - a. As mentioned, two-family dwellings (the current intended use of the developer) are permitted by the proposed zoning. Additionally, the permitted uses for R-1B are also permitted by R-2 zoning. R-2 zoning also has some additional special uses.
4. Discuss the suitability of the proposed zoning, as related to properties nearby.
 - a. Existing zoning of the surrounding properties include PIN 21-18-153-009 as R-2 (just NE of the subject property), R-1B zoning for surrounding residences to the West and South, P-2 to the West and South (golf course), and adjacent R-2 zoning for duplexes on Lone Oak Ct to the SE. The proposed zoning for the subject property would follow suit with existing zoning seen for some surrounding properties.
5. Discuss the potential relative gain or hardship to the public, compared to the property owner.
 - a. Relative gain to the public would be some additional higher density housing in the area versus the more restrictive single-family housing that would otherwise be provided under existing zoning R-1B, which currently occupies a clear majority of the Fox Creek Country Club development. R-2 Zoning in this area is consistent with the land use to the East which was originally zoned B-2
6. Discuss the extent to which adequate streets are connected to the arterial street system and are available, or can be reasonably supplied, to serve the uses proposed.
 - a. The subject property is along Fox Creek Road, just East of Oakland Avenue, both of which are adequate streets and well connected. The proposed driveway designs will prevent backing onto Fox Creek Road.
7. Discuss the extent to which the proposed amendment is consistent with the need to minimize flood damage and will not have a detrimental effect on the drainage patterns in the area.
 - a. The proposed amendment will have little to no detrimental effect on the drainage patterns in the area as the property has adequate drainage to accommodate the proposed development.

8. Discuss the extent to which adequate services (including but not limited fire and police protection, schools, water supply, and sewage disposal facilities) are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification.
 - a. The proposed lots will be serviced by existing fire and police protection, schools (like Pepper Ridge to the SE), water supply, storm, sanitary (some existing services already in place for proposed lots). Additional services can be reasonably supplied.
9. Discuss the extent to which the proposed amendment is consistent with the public interest.
 - a. Providing a variety of housing options in Bloomington aligns with current public interest.
10. Discuss the extent to which property values are diminished by the zoning restriction.
 - a. Since some surrounding property is currently zoned R-2 and others as R-1B, the proposed amendment should contribute no diminishing property value.
11. Discuss the extent to which the destruction of property values promotes the health, safety, morals, or general welfare of the public.
 - a. The proposed lot development should have virtually no impact on the health, safety, morals, or general welfare of the public due to the size of the project and existing preliminary plan for the Fox Creek Country Club development showing future lots proposed in place of the subject property
12. Discuss whether the proposed application is in harmony with the Comprehensive Plan.
 - a. The proposed application is in harmony with the Comprehensive Plan looking specifically at H-1 of the Chapter 4: Neighborhood Goals and Objectives. The H-1 goal is to "ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington." Although a bit outdated, Figure 4-4 Residential Vacancy Analysis shows 1% or less vacancy of the project area (over 367 months during the 4th Qtr of 2013) and greater Fox Creek Country Club Development, making it an attractive location for current and future residents.
13. Discuss whether the City needs the proposed use.
 - a. The City does need more housing and a variety of housing options, the rezoning of these parcels will provide more available dwellings by acre compared to the current R-1B zoning.

The property owner has read the above statement and provides their consent to have Farnsworth Group submit, along with other required application documents, to the City of Bloomington for approval.

OWNER



Signature

David W. Fedor

Typed Name

Owner

Title

1-27-23

Date

The map displays the Fox Creek area, including the Fox Creek Golf Course and surrounding residential streets. A blue-shaded buffer zone is shown around the golf course. A scale bar indicates 500 feet. The map includes various street names such as Fox Creek Rd, Fox Creek Ln, and Fox Creek Ct. The map also shows the location of the Fox Creek Golf Course and the surrounding residential area.

Commissioner Boyd made a motion that the proposed Amendment does not meet the standards F, "To provide for the orderly and functional arrangement of land uses and structures," and I, "To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities." Seconded by Mr. Kreiger. Commissioner Beyer stated she needs to abstain from the vote due to a conflict of interest.

Mr. Muehleke - Yes, Ms. Beyer - Present, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (5-0-1.)

Commissioner Boyd made a motion to recommend denial of the Second Amendment to the Hershey Grove Annexation Agreement, based on the findings of fact. Commissioner Kreiger seconded.

Mr. Muehleke - Yes, Ms. Beyer - Present, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (5-0-1.)

Ms. Pemberton noted that the case will be heard at City Council on March 27, 2023.

Z-10-23 Public hearing, review and action on a request by Farnsworth Group, for approval of a Zoning Map Amendment, from R-1B (Single-Family Residence) District to R-2 (Mixed Residence) District, for the properties located at 2702, 2704, 2706, 2708, 2710, 2712, and 2714 Fox Creek Road. PIN(s): 22-18-302-001, 22-18-302-002, 22-18-302-003, 22-18-302-004, 22-18-302-005, 22-18-302-006, and 22-18-302-007.

Ms. Pemberton presented the case with recommendation for approval. Density would be the same as the maximum approved for the current District; form is different. Proposed use is 14 duplexes (7 buildings.) Public Works will permit seven (7) curb cuts in the area and require design to front-out onto Fox Creek. Aprons will be shared by two units and Variances or site design to accommodate 3-foot setback will be required. Developer aware they may require lot size Variances if they split properties for individual ownership.

Commissioner Beyer asked whether the school district was notified of the proposed change. Ms. Pemberton explained school districts are notified upon annexation which includes zoning so they would be aware of the potential development. Ms. Beyer asked if there had been any input from Unit 5 when the annexation occurred. Ms. Pemberton stated she was not aware of any.

Chair Mohr opened the public hearing.

Charlie Farner (7 Pebblebrook Ct.) spoke on behalf of the project. He provided additional information and background on the plan to continue development similar to that in the adjacent St. Ivans. He stated disagreement with interpretation on R-2 lot width requirement. He addressed traffic concerns and handed out copies of the site plan from the project application to Commissioners and other attendees (attached as Exhibit "A").

Commissioner Beyer asked what the relationship is between Farnsworth and Tentac. Mr. Farner explained Tentac is the project developer and Farnsworth the project engineer.

Craig Earl (1813 Loblolly Drive, Normal, IL) discussed the site plan developed by Farnsworth, for seven, 100-ft wide lots. He stated disagreement with the R-2 75-foot lot width requirement, which would not allow the development as proposed.

Ms. Pemberton clarified common ownership of both duplex units would address the issue; density is not at issue, but lot width.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY MARCH 1, 2023

Page | 11

John Johnston (5 St. Ivans Circle) stated he would rather see a string of duplexes on the proposed lots than any sort of commercial use. He expressed concern about traffic in the area. He likes the continuity and quality of the development on St. Ivans and would like to see that extend around the corner.

Chair Mohr and Mr. Johnston discussed the types of commercial and amenities that speaker would view and beneficial to the community. Mr. Johnston expressed his appreciation for the smaller, slower community with HOA at this time in his life.

Keith Marxkors (5 Fiddlestix Court) asked about the proposed construction type and expressed a preference for the St. Ivans form, as opposed to Lone Oak Court form. Recommended considering access format similar to the duplexes on Shepherd Road in Normal to further reduce driveways onto road. St. Ivans is very well built, the neighbors on the street may welcome this form even over single-family.

Mr. Farner confirmed that the plan is for similar development with same HOA.

Chair Mohr closed public hearing.

Commissioner Boyd expressed appreciation for the type of housing and agreed the spirit of the lot width requirement was not to hinder the form. Chair Mohr concurred.

Commissioner Boyd made a motion to establish findings of fact that the proposed Zoning Map Amendment is in the public interest and not solely for the benefit of the petitioner and recommend approval of the petition. Seconded by Commissioner Krieger. Commissioner Beyer abstained from the vote due to a conflict of interest.

Mr. Muehleke - Yes, Ms. Beyer - Present, Mr. Krieger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (5-0-1.)

OLD BUSINESS - None

NEW BUSINESS

Chair Mohr asked Staff whether efforts to support mixed use zoning were in progress. Staff mentioned progress in the GAP regulations just adopted (Ord. No. 2023-19) and possible future review after increased access and understanding of GAP-5 is tested.

Commissioner Boyd reminded people of the importance of walkability and sidewalks, based on testimony during multiple cases.

Ms. Pemberton noted a new vacancy on the Commission

ADJOURNMENT

Motion to adjourn by Commissioner Muehleke. Seconded by Commissioner Krieger. A voice vote was held, and all Commissioners responded in the affirmative. Motion passed (6-0). The meeting adjourned at 6:55pm.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY MARCH 1, 2023

Page | 12



REGULAR AGENDA ITEM NO. 9.A.

FOR COUNCIL: March 27, 2023

WARD IMPACTED: Ward 8

SUBJECT: Consideration and Action on an Ordinance Authorizing the Second Amendment to the Annexation Agreement with Hershey Grove, LLC, for Land Commonly Located at the Southeast Corner of the Intersection of Ireland Grove Road and S. Hershey Road, Consisting of 144 Acres More or Less, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

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

Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents

BACKGROUND: The Petitioner, Hershey Grove, LLC, seeks approval of the Second Amendment to the Annexation Agreement entered on February 11, 2002, related to the Hershey Grove Subdivision.

Summary of Request:

- The original Annexation Agreement outlined how the park land dedication requirements were to be satisfied by making certain improvements (Ord. No. 2002-32).
- The entire property has already been annexed into the City.
- The subdivision is roughly 80% built out with single-family residences. The remaining 20% of the property has been final platted but not developed.
- A previous amendment (Ord. No. 2015-83) altered long-term plans for Hershey Road and how park land dedication requirements were to be met.
- This amendment would replace developer obligation for dedication and construction of sections of the Constitution Trail with a mid-block crossing on Hershey Road that will connect existing and future trail segments.
- The mid-block crossing will be constructed by May 30, 2023, per the amended annexation agreement.

The original annexation agreement had a park land dedication fee requirement of \$285,880.00. The developer could have donated land in lieu of paying the fee, and initially offered to dedicate land, but the City could not get an at-grade crossing to make the land useful. As a result, the parties amended the annexation agreement to provide that specific public improvements be made to the area. To date, the developer has expended approximately \$249,316 on said improvements (i.e., construction of sidewalk and various

portions of trail).

The proposed second amendment replaces a requirement to finish part of the trail in the area with a requirement to put in a mid-block crossing that will connect the trails. This change puts the costs to the petitioner more in line with the original park land dedication fee, although will still have the petitioner paying approximately \$28,436 more than if the original park land dedication fee had been paid.

On Wednesday, March 1, 2023, the Bloomington Planning Commission held a public hearing and voted 5-0-1 (one abstention) to recommend *denial* of the request, finding that the proposed Amendment was not in the public interest based on the factors outlined in Section 8.5-203 of the City Code.

Since the Planning Commission meeting, a potential funding resource has been identified that would allow construction of the remaining trail. An Illinois Department of Commerce and Economic Opportunity ("DCEO") grant in the amount of \$500,000 has been assigned to the City of Bloomington. This grant could be used for the installation of a ten-foot-wide multi-use path, pending approval of the grant application by Illinois DCEO. The path would begin at its current terminus approximately 1600 feet west of the Hamilton Road/Hershey Road intersection and continue along the north side of Hamilton Road and the west side of Hershey Road to the proposed midblock crossing on Hershey Road (see Proposed plan for Constitution Trail completion at Hershey & Hamilton.) Construction of the proposed multi-use path could begin in calendar year 2024.

A second public hearing at City Council is required prior to action on Annexation Agreements; that public hearing is scheduled for this same meeting agenda.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The City published notice of the hearing in *The Pantagraph* on Monday, February 13, 2023, and courtesy notices were mailed to 253 property owners within 500 feet of the subject property. The City published notice of the hearing in *The Pantagraph* on Sunday, March 12, 2023, for the City Council public hearing.

FINANCIAL IMPACT: The DCEO grant in the amount of \$500,000 has been assigned to the City of Bloomington and does not require matching funds. No increase in financial obligation is expected on the part of Bloomington residents.

AMERICAN RESCUE PLAN FUNDING IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: This request meets the following goals and objectives of the Bloomington Comprehensive Plan 2035: N-1.5 (Promote creation of connected neighborhoods, focused on people, rather than isolated subdivisions in the Emerging areas), H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits), HL-1. (Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents), HL-1.3 (Enhance the walking, jogging and biking trails system), HL-2.1 (Ensure easy access and availability of park facilities for residents as well as community groups), UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and

vibrant urban core), and TAQ-1. (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode.)

Respectfully submitted for consideration.

Prepared by: Alissa Pemberton, Assistant City Planner

ATTACHMENTS:

[E&CD 7B Ordinance](#)

[E&CD 7C Ordinance Exhibit A \(Hershey Grove Second Amendment to Annexation Agreement\)](#)

[E&CD 7D Annexation Agreement Second Amendment Exhibit A](#)

[E&CD 7E Staff Report Z-04-23](#)

[E&CD 7F Draft Planning Commission Minutes Z-04-23](#)

ORDINANCE NO. 2023-_____

AN ORDINANCE AUTHORIZING THE SECOND AMENDMENT TO THE ANNEXATION AGREEMENT WITH HERSHEY GROVE, LLC FOR LAND COMMONLY LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF IRELAND GROVE ROAD AND S. HERSHEY ROAD, CONSISTING OF 144 ACRES MORE OR LESS

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of the Second Amendment to the Annexation Agreement for Hershey Grove Subdivision for the property commonly located at the SE corner of the intersection of Ireland Grove and Hershey Road legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the petition included a proposed Second Amendment to the Annexation Agreement for Hershey Grove Subdivision labeled as Exhibit "B" and hereinafter referred to as "Agreement", which is attached hereto and made part hereof by this reference;

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Planning Commission, following said public hearing, made findings of fact that such Amended Annexation Agreement was not in the public interest based on the factors outlined in Section 8.5-203 of the City Code, and, as a result, the Bloomington Planning Commission voted to not recommend approval of the proposed amendment; and

WHEREAS, since the public hearing held by the Bloomington Planning Commission, a plan has been developed to address concerns and ensure all standards for approval are met; and

WHEREAS, the City Council of the City of Bloomington, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the City Council of the City of Bloomington has the power to adopt this Ordinance and approve the Amended Annexation Agreement.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS:

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

Section 2. The Council hereby adopts findings of fact that such Amended Annexation Agreement meets the requirements of Chapter 8.5 of the Bloomington City Code and is in the public interest and not solely for the benefit of the applicant, and approves the Second Amendment to the Annexation Agreement for Hershey Grove Subdivision with Hershey Grove, LLC for the property commonly located at the SE corner of the intersection of Ireland Grove and Hershey Road legally described in Exhibit "A," and authorizes the Mayor to execute said agreement.

Section 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

Section 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

Section 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 27th day of March 2023.

APPROVED this _____ day of March 2023.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Leslie Smith-Yocum, City Clerk

EXHIBIT A
Legal Description

TRACT 1:

A part of the Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows: Commencing at the Northwest Corner of said Section 13; thence east 1529.15 feet along the North Line of said Section 13 to the Point of Beginning, thence east 300.00 feet along the North Line of said Section 13; thence south 580.80 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence west 300.00 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence north 580.80 feet along a line which forms an angle to the left of 90°- 00' with the last described course to the Point of Beginning, except (Exception No. 1) the Tract shown in Document 92-27169, situated in McLean County, Illinois

TRACT 2:

The Northwest Quarter of Section 13, Township 23 North, Range 2 East of the Third Principal Meridian, except (Exception No. 2) the Right-of-Way of the Norfolk Southern Railway Company (formerly L.E. and W. Railroad Company); also except (Exception No. 3) commencing at the Northwest Corner of said Section 13; thence east 1529.15 feet along the North Line of said Section 13 to the Point of Beginning; thence east 300.00 feet along the North Line of said Section 13; thence south 580.80 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence west 300.00 feet along a line which forms an angle to the left of 90°-00' with the last described course; thence north 580.80 feet along a line which forms an angle to the left of 90°-00' with the last described course to the Point of Beginning; and except Tracts shown in Documents 92-22806 and 92-27168, (Exception No's. 4 and 5), situated in McLean County, Illinois

SECOND AMENDMENT TO ANNEXATION AGREEMENT

This Agreement is made and entered into on this ____ day of March, 2023, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and Hershey Grove, LLC, an Illinois Limited Liability Company, herein referred to as “Owner”.

WHEREAS, the City and Owner entered into an Annexation Agreement on February 11, 2002, to annex and have property developed to be known as the Hershey Grove Subdivision; and

WHEREAS, the City and Owner entered into a First Amendment to Annexation Agreement on December 14, 2015, to in part amend Section 11 of the Annexation Agreement to satisfy the park land dedication requirements by making certain improvements; and

WHEREAS, the original park land dedication fee for Hershey Grove Subdivision was calculated to be \$285,880.00; and

WHEREAS, pursuant to the First Amendment, the Owner has already put in improvements costing approximately \$249,316 and the remaining improvement left, the completion of Trail 2, is estimated to exceed \$100,000; and

WHEREAS, to bring the improvements in line with the original park land dedication fee, the parties desire to enter into this Second Amendment to Annexation Agreement to modify the requirements of Section 11; and

WHEREAS, the parties desire to amend the Annexation Agreement to set forth new terms and conditions.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The recitals set forth above shall be incorporated herein and made a part of this agreement as if specifically set forth herein.

2. Section 11 of the Annexation Agreement shall be deleted in its entirety and replaced as follows:

The Owner shall satisfy the park land dedication requirements by making dedication of the area designated for the Constitution Trail and by making the following improvements: (1) construction of Sidewalk 1, as shown on the attached Exhibit A, prior to July 1, 2016; (2) construction of Trail 1, as shown on the attached Exhibit A, prior to July 1, 2017; and (3) construction of a mid-block crossing on Hershey Road between Hamilton Road and Ireland Grove Road that connects Trail 1 to the future Trail 2, by May 31, 2023. The construction of the sidewalk and trails, as well as the mid-grade crossing, set forth herein shall be done in accordance with any and all applicable City standards and pursuant to City Code and its Manual of Practice.

3. The parties agree that this Second Amendment shall only supersede the terms and obligations of the Annexation Agreement and the First Amendment to the extent expressly set forth herein and that the Annexation Agreement and First Amendment shall otherwise remain in full force and effect.

4. The term of this Second Amendment shall be 10 years from the date of execution hereof, which shall also serve to continue the terms and obligations of the original Annexation Agreement and First Amendment ten (10) years from the date of execution of this Section Amendment.

City of Bloomington, Illinois,
A Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

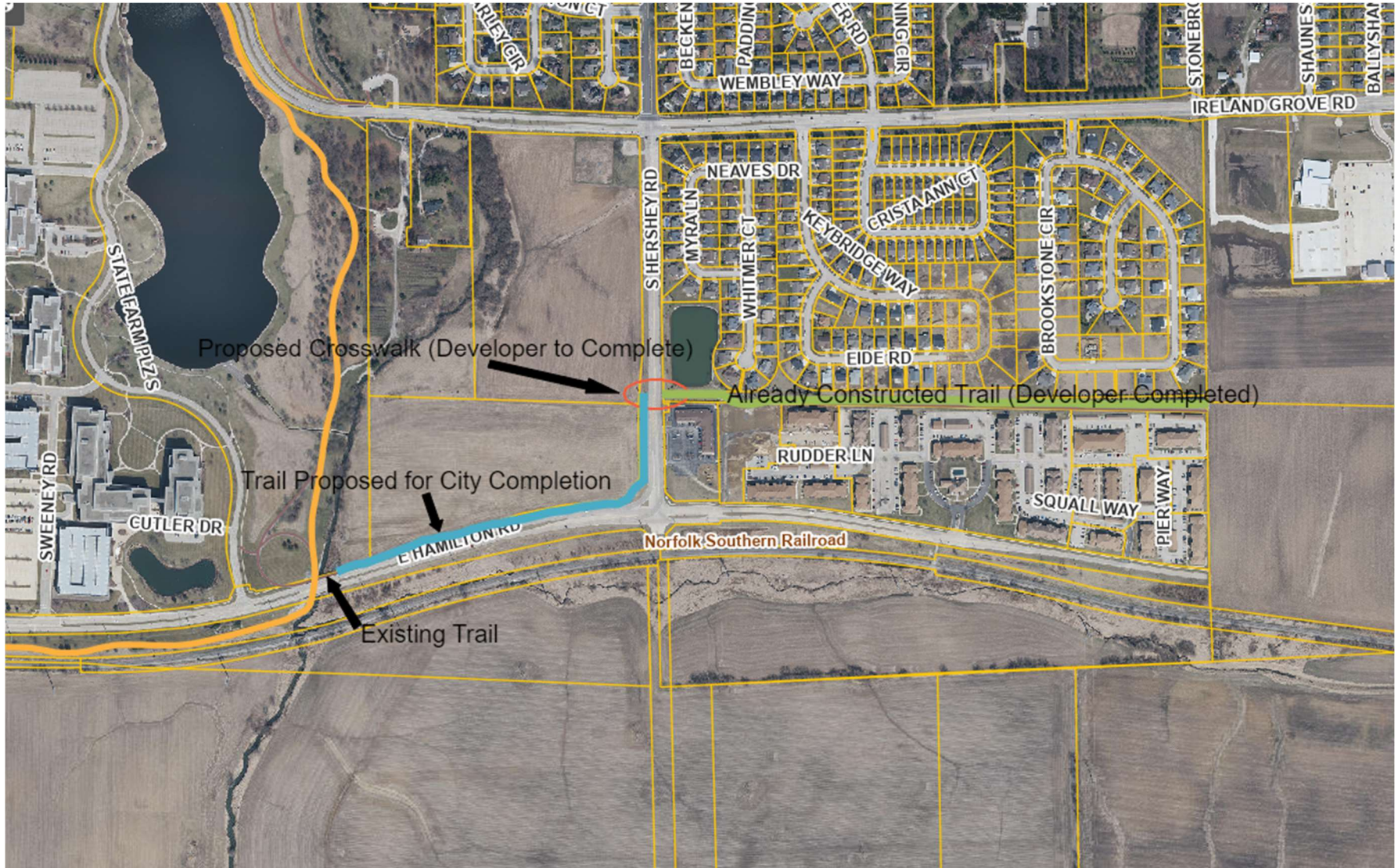
ATTEST:

Leslie Yocum, City Clerk

Hershey Grove, LLC, an Illinois Limited
Liability Company

By: _____
Its: Owner/Manager

Proposed plan for Constitution Trail completion at Hershey & Hamilton



Item 4705: Consideration and action on an Ordinance Authorizing the Second Amendment to the Annexation Agreement with Hershey Grove, LLC for Land Commonly Located at the Southeast Corner of the Intersection of Ireland Grove Road and S. Hershey Road, Consisting of 144 Acres More or Less



PLANNING COMMISSION

TO: Planning Commission

FROM: Economic & Community Development Department

DATE: March 1, 2023

CASE NO: Z-04-23, Amended Annexation Agreement

REQUEST: Public hearing, review and action on a request submitted by Hershey Grove LLC, (1 Brickyard Drive, Bloomington, IL 61701) for approval of the Second Amendment to the Hershey Grove Annexation Agreement, related to amendments to offsite improvements of the Constitution Trail, pertaining to property commonly located at the SE corner of the intersection of Ireland Grove and Hershey Road, consisting of approximately 144 acres.

BACKGROUND

Petitioners' Request:

The Petitioner seeks approval of the Second Amendment to the Annexation Agreement entered on February 11, 2002, related to the Hershey Grove Subdivision. The original agreement outlined how the parkland decision requirements were to be satisfied by making certain improvements. The original parkland dedication fee was \$285,880 to help build the trail. Improvements at a cost of \$249,316 have been installed. The remaining improvement left is estimated to exceed \$100,000. The amendment will allow a mid-block crossing on Hershey Road between Hamilton Road and Ireland Grove Road that connects the existing trail to future trail, in lieu of completion of the original portion. The mid-block crossing will be constructed by April 30, 2023 per the amended annexation agreement.

Property Characteristics:

The subject property consists of approximately 41 acres of land located near the southeast corner of Ireland Grove Road and S. Hershey Road. The entire property has already been annexed into the City. The subdivision is roughly 80% built out with single-family residences. The remaining 20% of the property has been final platted but not developed. The zoning for the entire subdivision is R-1C. The property is accessed from Ireland Grove Road and has several local roads running through it to provide access to the interior.

Notice:

The application was filed in conformance with applicable procedural and public notice requirements. Notice was published in *The Pantagraph* on Monday, February 13, 2023. Courtesy notices were mailed to 253 property owners within 500 feet of the subject property.

Surrounding Zoning and Land Uses

	Zoning	Land Uses
North	R-1C (Single-Family Residence) & R-2 (Mixed Residence)	Single-Family Residences
South	R-3B (Multiple-Family Residence)	Apartment Complex
East	R-1C (Single-Family Residence)	Single-Family Residences
West	R-2 (Mixed Residence) & B-2 (Local Commercial)	Vacant Land

ANALYSIS

Compliance with the Comprehensive Plan

The proposed Annexation Agreement and Zoning Map Amendment contributes to Goals N-1.5 (Promote creation of connected neighborhoods, focused on people, rather than isolated subdivisions in the Emerging areas), H-1.1 (Ensure that the housing to accommodate the new growth is a broad range (of types, sizes, ages, densities, tenancies and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family living habits), HL-1. (Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents), HL-1.3 (Enhance the walking, jogging and biking trails system), HL-2.1 (Ensure easy access and availability of park facilities for residents as well as community groups), UEW-1.2 (Expand City's infrastructure, as needed, while supporting the overall goal of compact growth and vibrant urban core), and TAQ-1. (A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode).

Annexation Agreement requests are reviewed for consistency with the Comprehensive Plan. The 2035 Comprehensive Plan's Future Land Use map identifies this section of S. Hershey Road and E. Hamilton Road as low density residential and conservation in the built areas. The Land Use Priorities map does not identify this area as a priority.

STANDARDS FOR REVIEW

The Planning Commission shall hold at least one public hearing on any proposed Annexation Agreement and Zoning Map Amendment and report to the Council its findings of fact and recommendations. Recommendations shall be made upon the determination that the Annexation and associated Zoning Map Amendment is in the public interest and not solely for the benefit of the applicant. In making such a finding, the Planning Commission may consider the factors listed in § 8.5-203D, listed below:

1. The suitability of the subject property for uses authorized by the existing zoning;
2. The length of time the property has remained vacant as zoned considered in the context of land development in the area;
3. The suitability of the subject property for uses authorized by the proposed zoning;
4. The existing land uses of nearby property;
5. Existing zoning of nearby property, relative gain or hardship to the public as contrasted and compared to the hardship or gain of the individual property owner resulting from the approval or denial of the zoning amendment application;
6. The extent to which adequate streets connected to the arterial street system are available or can be reasonably supplied to serve the uses permitted in the proposed zoning classification;

7. The extent to which the proposed amendment is consistent with the need to minimize flood damage and whether the development of the subject property for uses permitted in the proposed zoning classification would have a substantial detrimental effect on the drainage patterns in the area;
8. The extent to which adequate services (including but not limited to fire and police protection, schools, water supply and sewage disposal facilities) are available or can be supplied to serve the uses permitted in the proposed zoning classification; and
9. The extent to which the proposed amendment is consistent with the public interest, giving due consideration for the purpose and intent of Chapter 44, Article I, of the Bloomington City Code - 1960, including the following specific purposes:
 - a. *To conserve and protect the taxable value of land and structures;*
 - b. *To protect the air, water and land resources within the City from the hazards of pollution and misuse;*
 - c. *To protect land and structures from natural hazards; including flooding and erosion;*
 - d. *To preserve and protect historic locations, structures and groups of structures;*
 - e. *To preserve and protect and encourage the development of structures, groups of structures and neighborhoods of distinctive architectural character and appearance;*
 - f. *To provide for the orderly and functional arrangement of land uses and structures;*
 - g. *To establish standards for the orderly development or redevelopment of geographic areas within the City;*
 - h. *To secure for the public locations for housing, employment, shopping, education and recreation that are adequate in terms of health, safety, convenience and number;*
 - i. *To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities; to conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;*
 - j. *To conserve and protect natural resources including prime agricultural land, mineral resources and areas of scientific interest;*
 - k. *To permit public involvement in the planning of private land uses which have the potential for significant impact on the use and enjoyment of surrounding property or on the public resources and facilities of the City of Bloomington; and*
 - l. *To promote the Official Comprehensive Plan adopted by the City of Bloomington.*

The standards for review have been met as the overall intent of the original annexation agreement has been fulfilled, and a majority of the property has been developed.

STAFF RECOMMENDATION

Staff recommends the Planning Commission approve the request. Recommended motions for a vote are:

Motion to establish findings of fact that the proposed Second Amendment to the Annexation Agreement for Hershey Grove Subdivision ***is in the public interest and not solely for the benefit of the petitioner*** and recommend ***approval*** of the petition; and

Motion to approve the request for the Second Amendment to the Annexation Agreement for Hershey Grove Subdivision.

Upon a vote, the Planning Commission will forward its recommendation to City Council. City will then

conduct a second public hearing and approve or reject the Agreement on the basis of:

1. The facts presented at the public hearings; and
2. The recommendations of the Planning Commission; and
3. The recommendations of the City Staff.

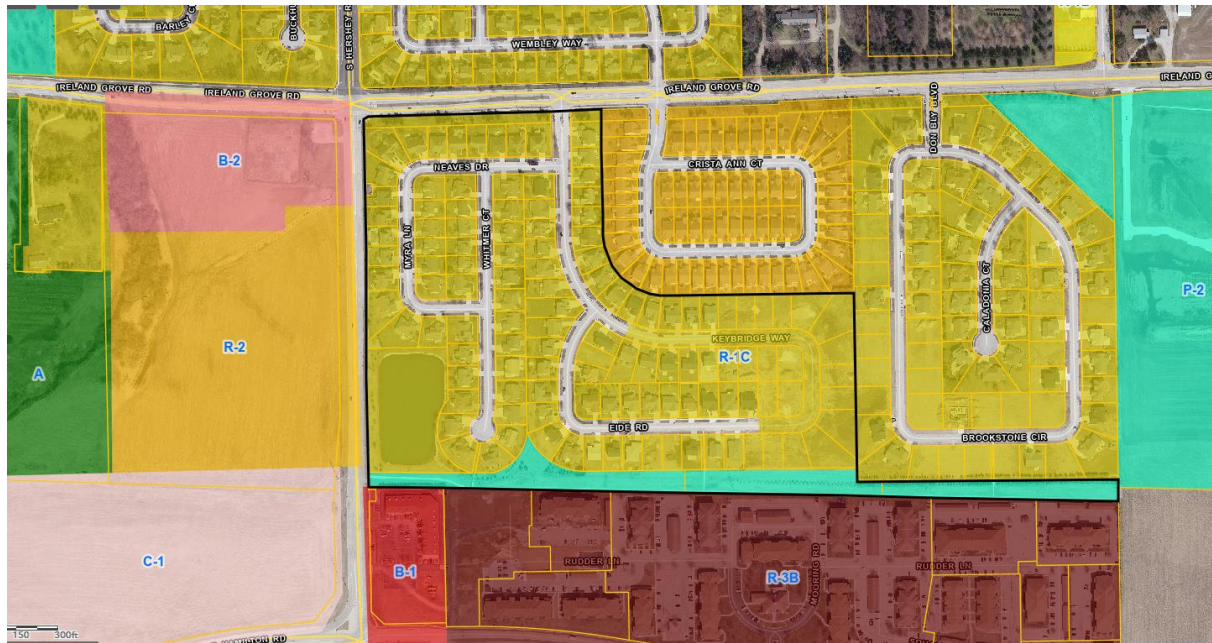
Respectfully submitted,

City Staff

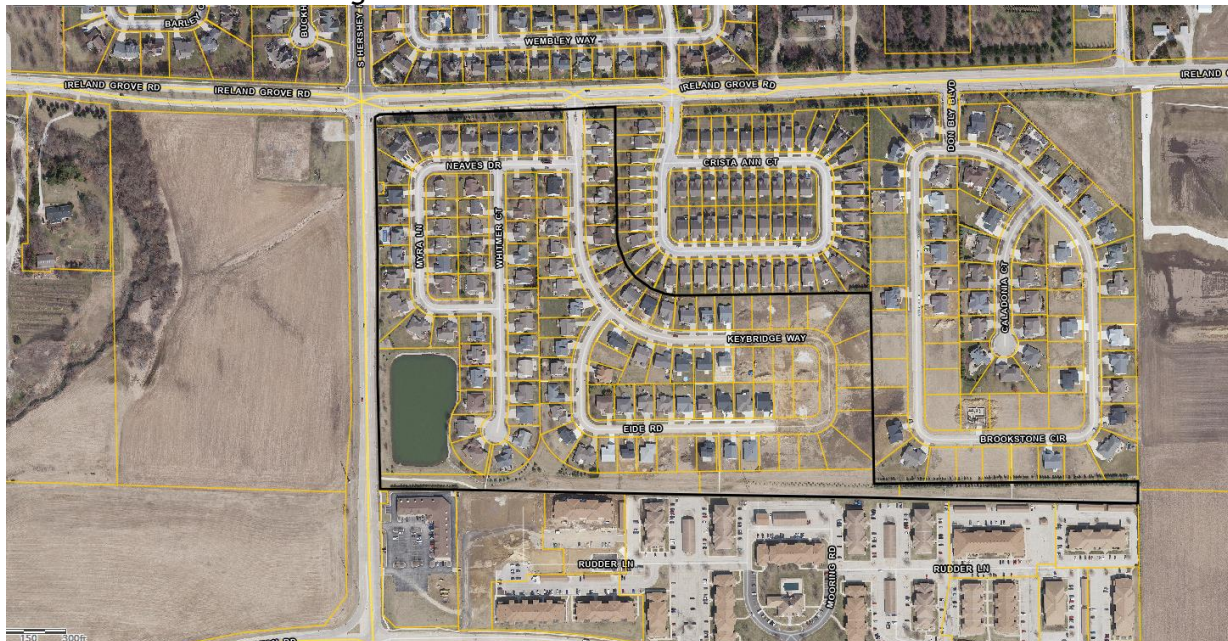
Attachments:

1. Zoning Map
2. Aerial Image(s)
3. Ground-Level View(s)
4. Petitioner Submission - Annexation Agreement w/Attachments
5. Neighborhood Notice Map

Attachment 1 - Zoning Map



Attachment 2 - Aerial Image



Attachment 3- Ground-Level View(s)





Attachment 4 - Petitioner Submission - Annexation Agreement w/Attachment

SECOND AMENDMENT TO ANNEXATION AGREEMENT

This Agreement is made and entered into on this 13th day of January, 2023, by and between the City of Bloomington, McLean County, Illinois, herein referred to as "City" and Hershey Grove, LLC, an Illinois Limited Liability Company, herein referred to as "Owner".

WHEREAS, the City and Owner entered into an Annexation Agreement on February 11, 2002, to annex and have property developed to be known as the Hershey Grove Subdivision; and

WHEREAS, the City and Owner entered into a First Amendment to Annexation Agreement on December 14, 2015, to in part amend Section 11 of the Annexation Agreement to satisfy the park land dedication requirements by making certain improvements; and

WHEREAS, the original park land dedication fee for Hershey Grove Subdivision was calculated to be \$285,880.00; and

WHEREAS, pursuant to the First Amendment, the Owner has already put in improvements costing approximately \$249,316 and the remaining improvement left, the completion of Trail 2, is estimated to exceed \$100,000; and

WHEREAS, to bring the improvements in line with the original park land dedication fee, the parties desire to enter into this Second Amendment to Annexation Agreement to modify the requirements of Section 11; and

WHEREAS, the parties desire to amend the Annexation Agreement to set forth new terms and conditions.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The recitals set forth above shall be incorporated herein and made a part of this agreement as if specifically set forth herein.

2. Section 11 of the Annexation Agreement shall be deleted in its entirety and replaced as follows:

The Owner shall satisfy the park land dedication requirements by making dedication of the area designated for the Constitution Trail and by making the following improvements: (1) construction of Sidewalk 1, as shown on the attached Exhibit A, prior to July 1, 2016; (2) construction of Trail 1, as shown on the attached Exhibit A, prior to July 1, 2017; and (3) construction of a mid-block crossing on Hershey Road between Hamilton Road and Ireland Grove Road that connects Trail 1 to the future Trail 2, by April 30, 2023. The construction of the sidewalk and trails, as well as the mid-block crossing, set forth herein shall be done in accordance with any and all applicable City standards and pursuant to City Code and its Manual of Practice.

3. The parties agree that this Second Amendment shall only supersede the terms and obligations of the Annexation Agreement and the First Amendment to the extent expressly set forth herein and that the Annexation Agreement and First Amendment shall otherwise remain in full force and effect.

4. The term of this Second Amendment shall be 10 years from the date of execution hereof, which shall also serve to continue the terms and obligations of the original Annexation Agreement and First Amendment ten (10) years from the date of execution of this Second Amendment.

City of Bloomington, Illinois,
A Municipal Corporation

By: _____
Mboka Mwilambwe, Mayor

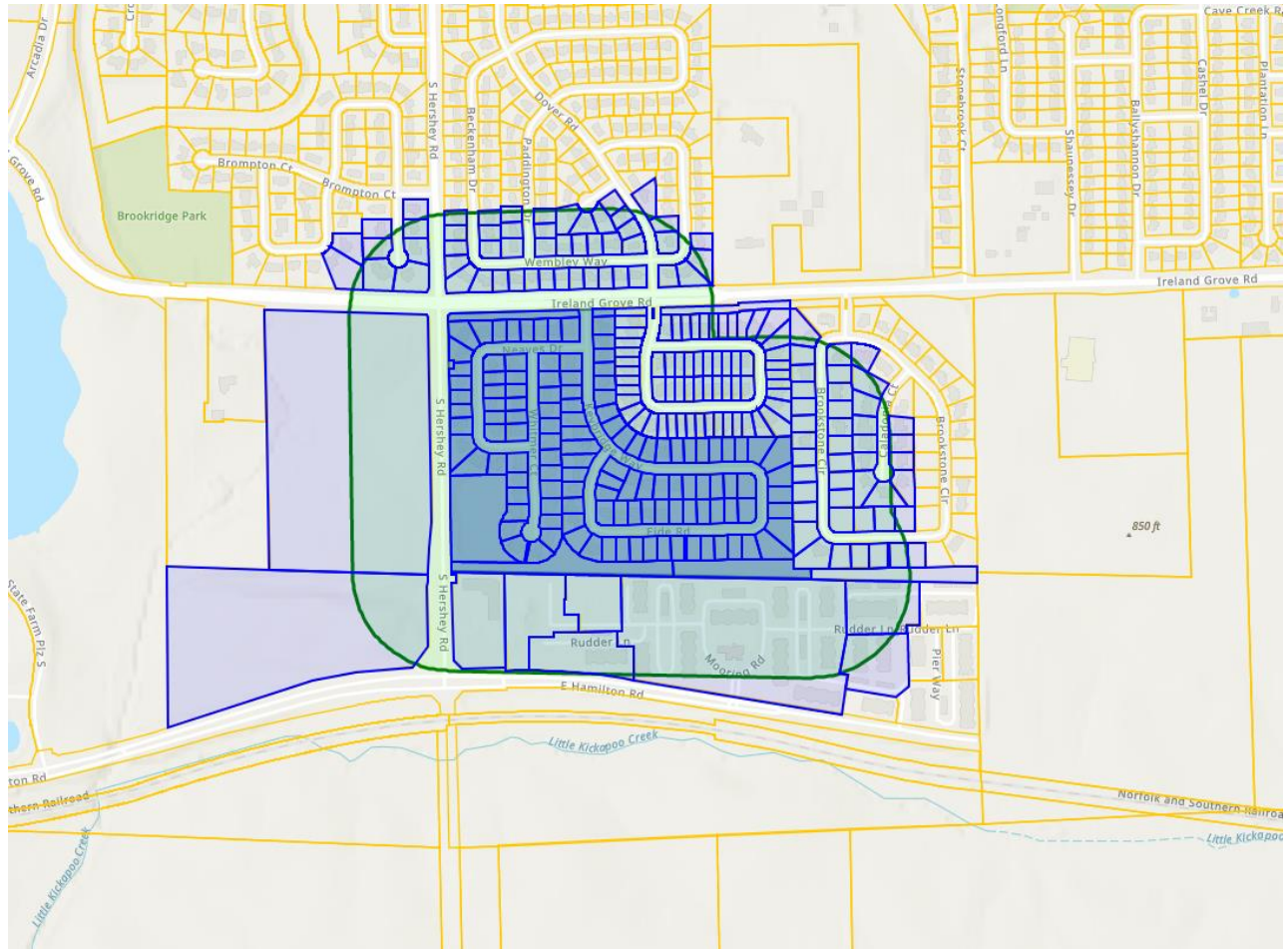
ATTEST:

Leslie Yocum, City Clerk

Hershey Grove, LLC, an Illinois Limited
Liability Company

By: 
Its: *Owner/Manager*

Attachment 5 - Neighborhood Notice Map



Z-08-23 Public hearing, review and action on a request by the Franklin Park Foundation for an S-4 (Historic Preservation District) Overlay for the property located at 901 N. McLean Street. PIN: 21-04-207-005.

Chair Mohr opened the public hearing for Z-08-23. No persons were present to provide testimony. The Chair closed the public hearing.

Commissioner Boyd made a motion to accept the findings and recommendation of the Historic Preservation Commission, establish findings of fact that the proposed zoning map amendment is duplicative and not in the public interest and recommend denial of the petition. Commissioner Kreiger Seconded.

Mr. Muehleke - Yes, Ms. Beyer - Yes, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (6-0.)

Z-09-23 Public hearing, review and action on a request by the Franklin Park Foundation for an S-4 (Historic Preservation District) Overlay for the property located at 310 E. Walnut Street. PIN: 21-04-202-016.

Chair Mohr opened the public hearing for Z-09-23. No persons were present to provide testimony. The Chair closed the public hearing.

Commissioner Kreiger made a motion to accept the findings and recommendation of the Historic Preservation Commission, establish findings of fact that the proposed zoning map amendment is duplicative and not in the public interest and recommend denial of the petition. Commissioner Beyer Seconded.

Mr. Muehleke - Yes, Ms. Beyer - Yes, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (6-0.)

Ms. Pemberton noted that these cases will be heard at City Council on March 27, 2023.

Chair Mohr moved to Item 5A in the interest of attendance and the presence of Public Works staff.

Z-04-23 Public hearing, review and action on a request submitted by Hershey Grove LLC, (1 Brickyard Drive, Bloomington, IL 61701) for approval of the Second Amendment to the Hershey Grove Annexation Agreement, related to amendments to offsite improvements to the Constitution Trail, pertaining to property commonly located at the SE corner of the intersection of Ireland Grove and Hershey Road, consisting of approximately 144 acres.

Staff provided background and a recommendation for approval. Developer initial obligation for Parkland Dedication has been substantially met through development of existing Trail, completion of the remaining discussed improvements to the Trail would cost in excess of their original obligation. Public Works and Legal worked with the Developer to draft an amendment to the agreement to allow an alternative in the form of a mid-block crossing. She provided additional project history and discussed procedural items.

Chair Mohr asked for clarification on whether there was anything on the other side of the street and asked whether this is in anticipation of constructing something on the other side.

Director of Public Works, Mr. Kothe, provided additional information and description of "mid-block crossing." He explained a rapid rectangular flashing beacon (RRFB) would be installed, using the example of the pedestrian crossing near 106 E. Front Street. Does not currently

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY MARCH 1, 2023

Page | 8

connect to anything on the west side; future plans extend the Trail south (along the west side of Hershey), and along north side of Hamilton. He provided project history timeline and details.

Commissioner Boyd asked for clarification that the crossing goes nowhere. Mr. Kothe confirmed. Goal is to complete the Developer's obligation and then the City will be responsible for remaining work.

Commissioner Boyd asked whether any traffic calming was present and what the speed limit is on the street. Staff responded it is 45 MPH. Mr. Kothe stated there would be signage in advance of the RRFBs. The project meets City and IDOT traffic engineering standards.

Chair Mohr asked about the conditions on Hamilton Road. Mr. Kothe stated Hamilton and Hershey are in good condition at this time, no resurfacing in near future.

Commissioner Beyer asked about the timeline for installing a traffic light at Hamilton and Hershey. Mr. Kothe responded there is no set timeline.

Commissioner Muehleke inquired whether bollards would be present in the median. Mr. Kothe stated they are not currently in the plan.

Commissioner Beyer asked whether any signage guiding pedestrians. Mr. Kothe stated signage is driver-focused. Commissioner Beyer noted this is a 4-lane road and Front Street is 2-lane. Mr. Kothe provided background on the increasing use of RRFBs and discussed the effectiveness of replacing the stoplight on Front Street with the same type of crossing.

Chair Mohr asked about the timeline for Constitution Trail connection in the area. Mr. Kothe stated no definitive timeline exists. This section is not in the current five-year plan.

Staff and the Commission discussed procedural items. Mr. Kothe provided additional history on Trail planning and development in the area. Chair Mohr clarified that, to fulfill their obligations, they either need to pay to install improvements or pay money to the City. Mr. Kothe confirmed.

Chair Mohr opened the public hearing.

Charlie Farner (7 Pebblebrook Ct.), spoke on behalf of the project. The development was started over 20 years ago when Hershey was going to be extended south to Hwy 150. Conditions have changed so the way of fulfilling their obligations needed to change.

Alice Eichholz (1733 Eide Road) spoke to ask a question about the placement of the crossing and trail location. She asked who will be responsible for maintenance once construction is done. She stated there is a need for increased tree coverage along the existing trail.

Mr. Kothe responded that completed Constitution Trail properties are publicly owned and is maintained by Parks & Recreation.

Ryan Hobart (43 Brookstone Circle) stated he is appreciative of Staff and the Developer for communication and work on the project. The Trail is a positive addition to the area, but the proposed amendment does not make sense. He reviewed the history and content of amendment to the original annexation agreement. Original agreement stated one thing, second amended to

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY MARCH 1, 2023

Page | 9

require trail along north side of Hamilton instead, current proposal is to substitute Hamilton trail for crosswalk to nowhere. He stated the proposed crossing does not benefit anyone; gets across the street to private land. Two-thousand feet of Hamilton trail would at least benefit someone by giving somewhere to walk. Crosswalk is a dead end with no benefit to the City. Concerns about timeline for Trail completion if left to the City.

Charlie Farner responded that the Petitioner is not dissing their obligation; the City identified this option for resolution, given the challenges that the project has encountered.

Commissioner Boyd asked Staff to respond to whether the amendment eliminates the obligation of a higher financial burden. He requested clarification the original obligation was a trail that can no longer be built, and the “crosswalk to nowhere” is a compromise to allow the Developer to fulfill their obligations. Mr. Kothe explained the changes and timeline related to “Trail 2” from the prior agreement, and reason for delay and increased cost. The cost of fulfilling their obligations for the first (sidewalk) and second (trail) parts were higher than expected; the cost of the crosswalk is about the same as the balance of what would have been paid. Developers can pay a fee-in-lieu then City has to build Trail(s), just trying to get the best deal for the City.

Commissioner Boyd asked if alternatives had been discussed before deciding on crosswalk. Mr. Kothe stated they could just accept the cash payment of remaining balance.

Richard Drew (1707 Whitmer Court) thanked Tentac for the Trail installed so far. He stated the Developer is getting out of an obligation. The crosswalk has no benefit to the neighborhood and the increased cost is a result of waiting so long to fulfill the original obligations.

Sue Reece (1601 Myra Lane) stated the crosswalk will not benefit them in any way and will cause safety issues. She cited concerns about speeding and traffic-related deaths in the area.

Margaret Burkett (1606 Keybridge Way) walks the Trail all the time and does not want people walking on the other side of Hershey without sidewalks. She cited traffic danger in the area, issues with inappropriate lighting, and other issues that need to be fixed.

Chair Mohr summarized the points heard so far: concerns about traffic and the crosswalk, that the crosswalk doesn’t connect to anything, about nature and history of the agreement. He invited new evidence or concurrence, asking additional speakers to consider brevity.

Arthurean Herrington-Wilkins (1719 Eide Road) stated that she would like to have the trees along the Trail continue, consistently, for shade and uniformity.

Ryan Hobart (43 Brookstone Circle) asked why discussions are still related to Section 11 in 2001 Agreement when that obligation was changed by the First Amendment to the Agreement. The money and obligations are not aligned and renegotiation is not beneficial.

Chair Mohr closed the public hearing.

Commissioner Boyd asked whether the Developer could just pay the balance of the fees owed. Mr. Kothe explained that is possible, but the Parkland Dedication fund is managed by the Parks Department and may not be spent in ways that directly benefit the immediate community.

Commissioner Boyd stated installing a crosswalk does not seem like the answer for fulfilling the obligation. Chair Mohr noted the City will be responsible for maintaining the infrastructure that would be more expensive, even during the time of no public benefit. He stated the road is overbuilt, speeds are too high, adding a crosswalk will not solve those problems.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY MARCH 1, 2023

Page | 10

Commissioner Boyd made a motion that the proposed Amendment does not meet the standards F, "To provide for the orderly and functional arrangement of land uses and structures," and I, "To facilitate the adequate provision of transportation, water, sewage disposal, schools, parks and other public facilities." Seconded by Mr. Kreiger. Commissioner Beyer stated she needs to abstain from the vote due to a conflict of interest.

Mr. Muehleke - Yes, Ms. Beyer - Present, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (5-0-1.)

Commissioner Boyd made a motion to recommend denial of the Second Amendment to the Hershey Grove Annexation Agreement, based on the findings of fact. Commissioner Kreiger seconded.

Mr. Muehleke - Yes, Ms. Beyer - Present, Mr. Kreiger - Yes, Mr. Boyd - Yes, Mr. Sant-Amour - Yes, Chair Mohr - Yes. Motion passed (5-0-1.)

Ms. Pemberton noted that the case will be heard at City Council on March 27, 2023.

Z-10-23 Public hearing, review and action on a request by Farnsworth Group, for approval of a Zoning Map Amendment, from R-1B (Single-Family Residence) District to R-2 (Mixed Residence) District, for the properties located at 2702, 2704, 2706, 2708, 2710, 2712, and 2714 Fox Creek Road. PIN(s): 22-18-302-001, 22-18-302-002, 22-18-302-003, 22-18-302-004, 22-18-302-005, 22-18-302-006, and 22-18-302-007.

Ms. Pemberton presented the case with recommendation for approval. Density would be the same as the maximum approved for the current District; form is different. Proposed use is 14 duplexes (7 buildings.) Public Works will permit seven (7) curb cuts in the area and require design to front-out onto Fox Creek. Aprons will be shared by two units and Variances or site design to accommodate 3-foot setback will be required. Developer aware they may require lot size Variances if they split properties for individual ownership.

Commissioner Beyer asked whether the school district was notified of the proposed change. Ms. Pemberton explained school districts are notified upon annexation which includes zoning so they would be aware of the potential development. Ms. Beyer asked if there had been any input from Unit 5 when the annexation occurred. Ms. Pemberton stated she was not aware of any.

Chair Mohr opened the public hearing.

Charlie Farner (7 Pebblebrook Ct.) spoke on behalf of the project. He provided additional information and background on the plan to continue development similar to that in the adjacent St. Ivans. He stated disagreement with interpretation on R-2 lot width requirement. He addressed traffic concerns and handed out copies of the site plan from the project application to Commissioners and other attendees (attached as Exhibit "A").

Commissioner Beyer asked what the relationship is between Farnsworth and Tentac. Mr. Farner explained Tentac is the project developer and Farnsworth the project engineer.

Craig Earl (1813 Loblolly Drive, Normal, IL) discussed the site plan developed by Farnsworth, for seven, 100-ft wide lots. He stated disagreement with the R-2 75-foot lot width requirement, which would not allow the development as proposed.

Ms. Pemberton clarified common ownership of both duplex units would address the issue; density is not at issue, but lot width.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY MARCH 1, 2023

Page | 11