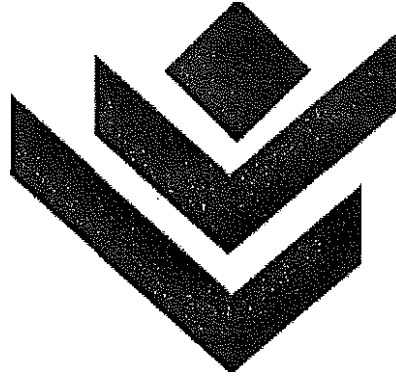




CITY OF
BLOOMINGTON
COUNCIL MEETING
SEPTEMBER 25, 2017



City Logo Design Rationale

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

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

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

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

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

Brief Summary of Five Council Priorities

Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
 - a. It will take inside and outside **resources to vet potential Downtown projects**.
 - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
 - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.



RESOLUTION NO. 2016 -29

A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington ("City") is an Illinois home-rule municipality; and

WHEREAS, the City is known as the "Jewel of the Midwest;" and

WHEREAS, the City is a great place to live, work and play; and

WHEREAS, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE City Council of the City of Bloomington, McLean County, Illinois, as follows:

Section 1. The above stated recitals are incorporated herein by reference.

Section 2. The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

Mission: To lead, serve and uplift the City of Bloomington

Vision: A Jewel of Midwest Cities

Values: Service-centered, results-driven, inclusive.

Section 3. All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

Section 4. This Resolution shall be in full force and effect immediately after its passage and approval.

APPROVED by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

AGENDA



CITY COUNCIL MEETING AGENDA

CITY COUNCIL CHAMBERS

109 E. OLIVE STREET, BLOOMINGTON, IL 61701

MONDAY, SEPTEMBER 25, 2017; 7:00 P.M.

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Proclamation declaring October 2017 as “National Planning Month”

6. Public Comment

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

7. “Consent Agenda”

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

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

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

- A. Consideration of approving the Minutes of the September 11, 2017 Regular City Council Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*
- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$10,919,332.64. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$10,919,332.64 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of a Resolution Waiving the Formal Bid Process and Purchase of Personal Protective Equipment – Firefighter Turnout Gear in the amount of \$57,407.20. *(Recommend the Resolution be approved waiving the formal bid process; that 20 complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear be purchased utilizing the National Purchasing Partners-Government (NPPGov) program from Municipal Emergency Services, Inc. (MES - contract #0000168 expiring 5/28/2023), Deer Creek, IL be approved, in the amount of \$57,407.20; the City Manager and City Clerk be authorized to sign the agreement; and the Procurement Manager be authorized to issue a Purchase Order.)*
- D. Consideration of approving a Resolution waiving the Formal Bid Process for the purchase of Exterior Signage for the Grossinger Motors Arena in the amount of \$60,935.28. *(Recommend approving the Resolution waiving the bidding requirements for the purchase of exterior signage for the Grossinger Motors Arena from Bendsen Signs & Graphics in Decatur, IL in the amount of \$60,935.28; authorize the Mayor and City Clerk to execute the Resolution, and authorize the City Manager and City Clerk to sign the agreement; and the Procurement Manager be authorized to issue a Purchase Order.)*
- E. Ratification of Contract with Local 362 Parking Enforcement from May 1, 2017 through April 30, 2019. *(Recommend the Contract be ratified.)*
- F. Ratification of Contract with Local 362 Support Staff from May 1, 2017 through April 30, 2019. *(Recommend the Contract be ratified.)*
- G. Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 7A in Block 00 in Camp Peoria Point, from Shellie A. Oehler as Trustee of the Shellie A. Oehler Trust to Dr. Robert Baller as Trustee of the Robert S. Baller M.D. Revocable Trust Agreement. *(Recommend the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's August 30, 2017, letter and the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

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

- H. Consideration of the application of Bloomington Normal Sunrise Rotary, for a Limited Alcoholic Liquor License, Class LB, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd. *(Recommend a Class LB liquor license, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd. be approved, contingent upon compliance with all health and safety codes.)*

8. “Regular Agenda”

- A. Consideration of approving awarding the Request for Proposal (RFP# 2018-03) submitted by TD Equipment Finance, Inc. for the Taxable Capital Lease. *(Recommend Council award the RFP for Taxable Capital Lease to TD Equipment Finance, Inc. in the amount of \$4.7 million, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Patti-Lynn Silva, Finance Director 5 minutes, Council discussion 10 minutes.)*
- B. Consideration of Ordinances Amending Chapter 37 of the City Code to enact provisions changing sanitary sewer and storm water rates. (Recommend That the Text Amendment to Chapter 37 of the City Code to enact provisions changing sanitary sewer and stormwater rates over time be approved and the Ordinance passed. *(Presentation by David Hales, City Manager and Patti-Lynn Silva, Finance Director 5 minutes, Council discussion 15 minutes.)*
- C. Presentation and discussion on the FY 2017 Year End Financial Report. *(Presentation by Patti-Lynn Silva, Finance Director 10 minutes, Council discussion 10 minutes.)*

9. City Manager’s Discussion

10. Mayor’s Discussion

11. City Aldermen’s Discussion

12. Executive Session – Cite Section

13. Adjournment

14. Notes

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

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: September 25, 2017

SUBJECT: Consideration of approving the Minutes of the September 11, 2017 Regular City Council Meeting.

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

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

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

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

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable

Respectfully submitted for Council consideration.

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

Recommended by:

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

David A. Hales
City Manager

Attachments:

- September 11, 2017 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS
MONDAY, September 11, 2017; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:04 p.m., Monday, September 11, 2017.

The Meeting was called to order by Mayor Pro Tem Schmidt.

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

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

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

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

Recognition/Appointments

A. Recognition of Firefighter Mathew Burke on successfully completing his probation.

Public Comment

“Consent Agenda”

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

Motion by Alderman Black seconded by Alderman Painter that the Consent Agenda be approved.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Item 7A: Consideration of approving the Minutes of the August 28, 2017 Regular City Council Meeting.

The following was presented:

Item 7B: Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$ 6,679,636.70.

The following was presented:

Item 7C: Consideration of a Resolution approving Executive Session Minutes for partial release to the public.

The following was presented:

Item 7D: Consideration of a Motion Re-affirming the Appointment of Mayor Pro Tem. (***Pulled from the Consent Agenda for discussion***)

The following was presented:

Item 7E: Consideration of a Resolution Waiving the Formal Bidding Process, and Approve a two (2) year Contract with Mississippi Lime Company for supply and delivery of granulated quicklime and liquid calcium hydroxide for water treatment purposes.

The following was presented:

Item 7F: Consideration of approving the purchase of two Swing sets for Sunnyside and Emerson Parks.

The following was presented:

Item 7G: Consideration of approving a Purchase Order in the amount of \$33,120.00 related to housing expenditures for five (5) Police New Hires While Attending Basic Police Academy.

The following was presented:

Item 7H: Consideration of Approval of a Local Agency State Agreement for Jurisdictional Transfer and Adoption of a Resolution Accepting Ownership of Property from the Illinois Department of Transportation for the Improved Street Width and New Retaining Wall on the South side of Market Street West of the Railroad Bridge.

The following was presented:

Item 7I: Consideration of an Ordinance approving a petition from Bruce & Theresa Weldy, for a vacation of a portion of a Surface Drainage and General Purpose Utility Easement at 2105 Fifer Drive.

The following was presented:

Item 7J: Consideration of an Ordinance Rezoning the property at 508 W. Oakland Ave from S-2, Public Lands and Institutions to R-1C, Single Family Residential District.

The following was presented:

Item 7K: Consideration of an Ordinance for a Special Use Permit for the property located at 1509 N. Clinton Blvd to allow a lock and key shop, a nonconforming use, in the R-1C, Single Family Residential District.

The following was presented:

Item 7L: Consideration of Approving a Petition for Vacation of Part of West Seminary Avenue and North Mason Street, a Petition for Vacation of Part of College and Graham Streets, and also Transferal of Property Ownership of the Vacated Right Of Way to the Union Pacific Railroad Company (UPRR).

The following was presented:

Item 7M: Consideration of the request from Taylor Knuth and Danielle Ferg to allow moderate consumption of alcohol at their October 14, 2017 wedding reception to be held at Davis Lodge.

The following was presented:

Item 7N: Consideration of the request from Logan Bruce and Rachel Angus to allow moderate consumption of alcohol at their November 25, 2017 wedding reception to be held at Miller Park Pavilion.

Item 7D: Consideration of a Motion Re-affirming the Appointment of Mayor Pro Tem. (*Pulled from the Consent Agenda for discussion*)

Motioned by Alderman Bray, seconded by Alderman Sage to reaffirm the continuing appointment of Karen Schmidt as Mayor Pro Tem.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

“Regular Agenda”

The following was presented:

Item 8A: Consideration of:

- a) Analysis of Bids and Approval of the City Hall Annex Demolition Contract with Stark Excavating, Inc. for City Bid 2018-11 in the amount of \$681,403 for Base Bid 1 + Alternate 1.1; and
- b) Approve an Ordinance Amending the Fiscal Year 2018 Budget in the amount of \$91,403.00.

(Presentation by David Hales, City Manager and Russ Waller, Facilities Manager 5 minutes, and Council discussion 10 minutes.)

Mr. Hales asked Steve Rasmussen, Assistant City Manager, to make the presentation.

Mr. Rasmussen spoke about the existing City Hall Annex and the fact that it is falling apart and needs to come down before it falls down. It is a hazard to safety and public health. This project was not specifically included in the FY-18 budget; however, Facilities Department budgeted \$250,000 out of their existing major facilities repair to do this demolition because it is so urgent to get it down. However, the cost of the demolition was more than that; it was in the range of \$650,000. In order to get this done now, Facilities recommended that we move the repair of the Police Department roof into the FY19 budget. However, that left \$590,000 to do this, but it was \$91,000 short. Public Works would take \$91,000 out of their fuel budget. Since we prepared this about two weeks ago, the world changed on us and now about 10% of the country's ability to refine gasoline has been taken out so gasoline prices went up a great deal. We are still going to recommend continuing with that project and explained the plan for doing so which included discussion of the pros and cons of a metal versus concrete retaining wall.

Alderman Mathy stated he was fine with a sheet pile retaining wall and spend the extra money that it would cost to make a concrete retaining wall on landscaping next to the sidewalk to hide the parked vehicles. He also commented on another problem that will need to be dealt with in the future is the Public Works facility due to its lack of vehicle bays big enough for the newer ladder trucks, dump trucks and recycling trucks.

Mr. Rasmussen pointed out that one of the considerations with the sheet steel retaining wall is that we are working with a space-needs study with the proposal of finding an operational center where we can move that whole facility or maybe repair it there.

Alderman Sage asked about the height of the wall and stated that he would be in favor of using that money for some other benefit given that probably a lot of it is going to be blocked from view anyway by vehicles parked there for maintenance.

Alderman Black stated he was fine with the sheet pile retaining wall.

Alderman Buragas thought that the concrete wall is more attractive but understands the argument. She then asked about the schematic of the overhead, of the parking lot and of what it would look like.

Alderman Bray asked about maintenance and longevity of a metal wall as compared to a concrete wall.

Mr. Waller states that with the metal wall, you are going to have some maintenance requirements, especially if you are going to paint it because that type of retaining wall has a natural tendency to rust. As long as a concrete wall does not get damaged, there is minimal maintenance.

Mr. Jurgens stated on hearing a couple of different thoughts up here, there are two different options and tonight you can go with the recommendation that it is in the packet. He explained the alternative motion, as well, and wanted to make sure that that was clear to Council.

Mr. Hales submitted a recommendation in support of the concrete retaining wall.

Alderman Black wondered if maybe there is another option. Perhaps approve the bid to tear the building down and maybe refer this back to beautification or somebody for feedback.

Mr. Rasmussen stated we have a technical problem with that and in that once we tear it down, that we have to do what we are going to do with the back and I do not know that we have that time. He asked Mr. Waller if it could be broken into two phases.

Mr. Waller replied that we could not and in order to tear the building down, you have to put the retaining wall in first and explained why.

Motion by Alderman Buragas seconded by Alderman Bray that the unit prices and Contract with Stark Excavating, Inc. for the City Hall Annex Demolition, Bid 2018-11, in the amount of \$681,403 for Base Bid 1 plus Alternate 1.1; approve the Ordinance and authorize the Mayor and City Clerk to execute the Ordinance, and authorize the City Manager and City Clerk to execute the necessary contract documents.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

The following was presented:

Item 8B: Consideration of a Resolution adopting the Downtown Design and Branding Concept recommended by the Downtown Signage Committee. (*Recommend Council approve a resolution adopting the Downtown Design and Branding Concept recommended by the Downtown Signage Committee, and authorize the Mayor and City Clerk to execute the necessary documents.*) (*Presentation by Steve Rasmussen, Assistant City Manager, Tricia Stiller and Russell Francois 10 minutes, and Council discussion 15 minutes.*)

Mr. Rasmussen stated we have three actions in this and will present each one separately. He introduced the current co-chairs of that committee, Tricia Stiller and Russ Francois.

Ms. Stiller stated that over the last few years, we have worked together to identify ways to enhance the downtown experience for our visitors. There is lack of understanding in the community regarding downtown's boundaries, there is difficulty in identifying our many wonderful destinations, and finally existing signage is inconsistent and confusing. She then listed some of downtown's strengths.

Alderman Buragas stated she was getting a lot of feedback and in general, is hearing a lot of enthusiasm for this project. She felt the community is very supportive of moving forward.

Alderman Sage asked we have any sense of what might be perhaps not hard quantifiable numbers but perhaps some sense of what this might bring?

Ms. Stiller responded that it can be very difficult to quantify the positive impact of a comprehensive sign program like this. But you only get one opportunity to make a first impression and adding attractive and welcoming gateways as well as helpful information to our landscape will certainly improve the impact that we have on guests and hopefully they will choose to return time and time again.

Alderman Sage asked if we anticipated having one of these signs in each block. Ms. Stiller stated we have multiple destinations on each sign and will be meeting tomorrow to solidify locations for signs.

Alderman Black stated that based on the feedback he has received on this, he feels that we need a couple more options in terms of the design and the slogan.

Alderman Mathy stated that people are very passionate about this all of a sudden and was excited to see this happening and that we are moving a lot closer to fruition. He likes the idea of pausing and getting more public involved and more things around the design and the concepts.

Alderman Mwilambwe stated that a lot of good and big things have happened in Bloomington. We have had a lot of people who are visionary it is important to highlight that aspect of our history but also the architecture.

Motion by Alderman Buragas seconded by Alderman Bray that this item be delayed to a future Work Session Council Meeting.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

a) Consideration of a Resolution approving a Change order for the Contract with Kerestes Martin Associates, Inc. (aka KMA Design) (RFQ# 2017-10) for continuing Professional Services for Downtown Branding and Wayfinding in the amount of \$28,095.10. *(Recommend Council adopts a Resolution approving the change order for the amount of \$28,095.10 with Kerestes Martin Associates Inc. (aka KMA Design), and authorize the Mayor and City Clerk to execute the Resolution.)*

RESOLUTION NO. 2017 – 33

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$10,000 ASSOCIATED WITH THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND KERESTES MARTIN ASSOCIATES INC FOR PROFESSIONAL SERVICES

Mr. Hales offered a suggestion for your consideration that you still consider a change order tonight but only for continued design services up to say \$10,000. That would in turn allow this committee working with KMA to work on and bring back both to the Council and publicly some additional options on design elements and then secondly the Council also consider continuing on in approving the reappointments to the downtown signage ad hoc committee.

Alderman Bray wondered if maybe we could tease out some of the elements that are appearing before us so maybe folks could weigh in as to what they have heard so far and from their constituents or maybe weigh in the direction that they are going. One of the elements in play here is graphics, and she asked if we could get some understanding of the different fonts that we have and why these were selected.

Mr. Francois spoke about the selection of the “Dream Big” motto. Mayor Pro Tem Schmidt asked if Mr. Francois was suggesting a work session. Mr. Francois stated that we have so much information from the logo, “Dream Big”, along with so many color opportunities to just take a look it.

Alderman Black suggested that a couple of different designs of various styles and then we can hone in on the best buy-in for the community. We are not making any final decisions; we are rolling it out in public, perhaps there is another Pantagraph article that then gets more people engaged, and we make the best decision overall.

Mr. Rasmussen stated that maybe what we do tonight is we vote on the second two and that is to vote on a suggestion as Mr. Hales has made to consider the resolution to do the change

order in the amount of \$10,000 to reappoint the committee and then maybe what we can do is instead of adopting the concept, we could then have the committee work on this some more and come back to you with a proposal then as to how we might better extend this and involve more of the public.

Motion by Alderman Buragas seconded by Alderman Bray that Council adopts a Resolution approving the change order for the amount of \$10,000 with Kerestes Martin Associates Inc. (aka KMA Design), and authorize the Mayor and City Clerk to execute the Resolution.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

b) Approve Reappointments to the Downtown Signage Ad Hoc Committee for a one year term. *(Recommend Council approve the reappointment of Carl Teichman, Vicki-Lynn Tilton, Beth Whisman, Dave Park, Thom Jones, and Crystal Howard, and Tom Krieger.)*

Motion by Alderman Buragas seconded by Alderman Bray that Council approve the reappointment of Carl Teichman, Vicki-Lynn Tilton, Beth Whisman, Dave Park, Thom Jones, and Crystal Howard, and Tom Krieger.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

9. City Manager's Discussion

Mr. Hales mentioned two important meetings this week.

10. Mayor's Discussion

Mayor Pro Tem Schmidt acknowledged Austin Grammar who had done an incredible amount of work on this Bloomberg Challenge and really pulled together a lot of things.

11. City Alderman's Discussion

Alderman Buragas briefly spoke about the idea of reduction and parking being part of the recommendation coming from the task force and wanted to clarify that the task force has had numerous discussions about how to increase parking and would anticipate that any catalyst project that the task force ultimately recommends would include considerations of parking and not the removal of parking.

Alderman Sage commented on the feedback he got which was on the relocation of the library and his review of the minutes from the joint meeting in June of the City Council with the library board. He is concerned that this is moving in a different direction even though there was a clear Council majority for keeping the library where it is.

Alderman Mathy commented that the concept of using the library and even moving the library as a catalyst project came from other members of the Downtown Task Force. People were very excited about the concept at this meeting but it is not something that is going to be written and nobody is dominant in saying that this is the way we are going to make this recommendation.

Alderman Buragas did not want to go into detail here because again this is at the early stages of the brainstorming, but the library board has been very engaged in the Downtown Task Force plans. Our next meeting is September 25, and I think at that point in time, we will have more time to discuss this issue while talking about infrastructure.

Alderman Painter commented when she was on the library board, they seemed to indicate that there were plans that were already drawn up. They talked about expanding the library where it was just a little bit

Alderman Mwilambwe stated he liked the idea of being consistent with expanding the library where it was.

Alderman Black stated we should have a joint Library and City Hall building that accommodates our needs and that also gets the public engaged in that way which would keep it in that current location.

Alderman Painter stated she felt that we could really use some small tech satellites around town.

Alderman Mathy thanked Mayor Pro Tem Schmidt for her help with the Council for the last few weeks.

Mayor Pro Tem Schmidt stated that the kudos go to David and his staff for making everything very easy. Everyone has been very gracious in stepping in and doing things and I know I can count on everybody.

12. Executive Session – *Cite Section*

13. Adjournment

14. Notes

CITY OF BLOOMINGTON

ATTEST

Karen Schmidt, Mayor Pro Tem

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: September 25, 2017

SUBJECT: Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$10,919,332.64.

RECOMMENDATION/MOTION: That the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$10,919,332.64, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

FINANCIAL IMPACT: Total disbursements to be approved \$10,919,332.64 (Payroll total \$2,465,499.04, Accounts Payable total \$7,380,478.82, Procurement Card Purchases total \$158,912.30, and Electronic Transfers total \$914,442.48).

Respectfully submitted for Council consideration.

Prepared by: Misty Shafer, Procurement Specialist

Reviewed by: Robert J. Nowak, Interim Chief Accountant

Recommended by:

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

David A. Hales, City Manager

Attachment:

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of September 25, 2017

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
9/8/2017	\$ 239,497.97	\$ 82,062.71	\$ 321,560.68
9/14/2017	\$ 1,447,436.50	\$ 369,729.95	\$ 1,817,166.45
9/15/2017	\$ 242,844.96	\$ 83,994.77	\$ 326,839.73
Off Cycle Adjustments			
9/8/2017	\$ (232.47)	\$ (17.78)	\$ (250.25)
9/8/2017	\$ 232.47	\$ 17.78	\$ 250.25
9/15/2017	\$ (63.00)	\$ (4.82)	\$ (67.82)
PAYROLL GRAND TOTAL			\$ 2,465,499.04

ACCOUNTS PAYABLE

Date	Bank	Total
9/25/2017	AP General	\$ 7,130,704.14
9/25/2017	AP Comm Devel	\$ 20,051.83
9/25/2017	AP IHDA	\$ 26,310.00
9/25/2017	AP Library	\$ 20,797.78
9/25/2017	AP MFT	\$ 134,230.32
9/13/2017-9/20/2017	Off Cycle Check Runs	\$ 48,384.75
AP GRAND TOTAL		\$ 7,380,478.82

PCARDS

Date Range	Total
08/02/2017-09/01/2017	\$ 158,912.30
PCARD GRAND TOTAL	\$ 158,912.30

WIRES

Date Range	Total
08/22/2017-9/8/2017	\$ 914,442.48
WIRE GRAND TOTAL	\$ 914,442.48

TOTAL	\$ 10,919,332.64
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Respectfully,

Patti-Lynn Silva
Finance Director



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: September 25, 2017

SUBJECT: Purchase of Personal Protective Equipment – Firefighter Turnout Gear in the amount of \$57,407.20.

RECOMMENDATION/MOTION: That 20 complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear be purchased utilizing the National Purchasing Partners-Government (NPPGov) program from Municipal Emergency Services, Inc. (MES - contract #0000168 expiring 5/28/2023), Deer Creek, IL be approved, in the amount of \$57,407.20; the City Manager and City Clerk be authorized to sign the agreement; and the Procurement Manager be authorized to issue a Purchase Order.

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 service, and 1d. City services delivered in the most cost effective and efficient manner.

BACKGROUND:

Council authorized the purchase of replacement turnout gear as part of the FY 2018 budget.

Firefighter protective clothing is on a seven (7) year replacement schedule. This schedule is based on the National Fire Protection Association's recommendation useful life for firefighting protective wear. Since 2006, the Fire Department has made considerable investments in this particular turnout gear providing consistency in use for firefighters and cost savings.

The gear that the Department uses was selected during an extensive evaluation process that involved technical specification comparison, wear testing, warranty and cost.

The model of turnout gear specified and used has received upgrades in materials and components since it was originally evaluated. It remains the best gear providing firefighter protection and at reasonable cost.

NPPGov serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through an RFP process conducted by a lead public agency. NPPGov serves government, education and non-profit markets including two specialized programs: FireRescue GPO and Law Enforcement GPO. The FireRescue GPO program specifically serves the fire and rescue market and has a unique connection with fire chiefs associations throughout the country. The Law Enforcement GPO program serves the law enforcement, emergency communications and emergency management industry.

NPPGov is the government division of National Purchasing Partners (NPP), which is a national group purchasing company serving a variety of private and public markets. NPP is a private company owned by a non-profit hospital, Virginia Mason, in Seattle, Washington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT:

The total cost for the Firefighter Turnout Gear is \$57,407.20 which has been budgeted in Fire Department-Protective Wear account (10015210-62191). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted General Fund Budget” on page 290.

COMMUNITY DEVELOPMENT IMPACT: *Not applicable*

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Administration

Reviewed by: Brian M. Mohr, Fire Chief

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- BFD 1A EXHIBIT Intergovernmental Cooperative Agreement
- BFD 1B EXHIBIT MES NPP Quote, dated 08/23/2017.
- BFD 1C EXHIBIT NPP RFP 1540



124 East First Street
Deer Creek, IL 61733

Quote

Date 8/23/2017
Quote # QT1117275
Expires 11/1/2017
Sales Rep Crabtree, James
PO # PPE REPLACEMENT
Shipping Method FedEx Ground

Bill To
 C/O Sue
 BLOOMINGTON F.D.
 310 N LEE ST
 BLOOMINGTON IL 61701-3834

Ship To
 ERIC vaughn 309-434-2500
 BLOOMINGTON FIRE DEPT.
 310 N LEE ST
 BLOOMINGTON IL 61701-3834
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
Globe GXtreme 3.0 Coat	157N2-G		157N2-G Custom Globe GXtreme 3.0 Coat GLOBE GXT 3.0 COAT PER BLOOMINGTON SPECS AND GLOBE QUOTE 022517-10G	20	1,550.00	31,000.00
Globe GXtreme 3.0 Pant	257N2-G		257N2-G Custom Globe GXtreme 3.0 Pant GLOBE GXT 3.0 PANT PER BLOOMINGTON SPECS AND GLOBE QUOTE 022517-10G	20	1,184.66	23,693.20
Globe Alter/Repair	ESCAPE BELT		ESCAPE BELT Globe Alterations/Repair KEVLAR CLASS 1 ESCAPE BELT	20	135.70	2,714.00

Subtotal 57,407.20
Shipping Cost (FedEx Ground) 0.00
Total \$57,407.20

NPP/GPO ID#056457

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

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.



QT1117275

NOTICE OF SOLICITATION

PUBLIC PROCUREMENT AUTHORITY

RFP NUMBER 1540

SOLICITATION FOR: FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT

Notice is hereby given that the Public Procurement Authority will accept sealed proposals for **FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT** at the address listed below, until **5:00 PM PST** on **FEBRUARY 15, 2016**. Those proposals will be for the Public Procurement Authority and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP), WIPHE members identified in “ATTACHMENT G” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

PPA FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT RFP #1540
Public Procurement Authority
c/o Heidi Arnold, Contract Manager
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

NOTE: THE PUBLIC PROCUREMENT AUTHORITY WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

PPA FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT RFP #1540
Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

855-524-4572 or questions@ppa-or.gov

The solicitation documents may be reviewed at the office address listed above.

NOTE: PUBLIC PROCUREMENT AUTHORITY PUBLISHES NOTICES OF SOLICITATION IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY AND ONLINE AT www.ppa-or.gov, www.findrfp.com and www.nppgov.com

REQUESTS FOR PROPOSALS (RFP's) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT www.ppa-or.gov, www.findrfp.com and www.nppgov.com

PUBLIC PROCUREMENT AUTHORITY

FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT

REQUEST FOR PROPOSAL

RFP NUMBER 1540

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- 2 SCOPE OF WORK
- 3 SPECIAL TERMS & CONDITIONS
- 4 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION
- 5 EVALUATION AND POST SUBMISSION

ATTACHMENTS:

1. ATTACHMENT A–INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
2. ATTACHMENT B – PROPOSER PROFILE WORKBOOK
3. ATTACHMENT C– SPECIFICATIONS
4. ATTACHMENT D – PRICING SCHEDULE
5. ATTACHMENT E – PROPOSAL EVALUATION FORM
6. ATTACHMENT F– OREGON REVISED STATUTES REQUIREMENTS
7. ATTACHMENT G – WIPHE RESPONSE FORM
8. ATTACHMENT H– HI, ID AND OR, STATE REQUIREMENTS

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT**

1.0 INTENT:

1.1 GENERAL INTENT

The Public Procurement Authority (“PPA”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the PPA Intergovernmental Agreement, which is an

agreement for intergovernmental cooperation among select local Oregon governments and recognized under ORS Chapter 190. PPA, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of FireRescue GPO and Law Enforcement GPO, Hawaii, Idaho and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT to PPA, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing PPA and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The PPA is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, FireRescue GPO and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer’s response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer’s response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide purchasing program including thousands of local government participants, the PPA believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, FireRescue GPO and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The PPA believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the PPA’s government

members, as well as other Participating Agencies across the nation. The PPA has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the PPA's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The PPA and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The PPA and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

- 1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.
- 1.3.3 NPPGov, FireRescue GPO and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 1% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov. A portion of the 1% fee is paid to the Western Fire Chiefs Association pursuant to agreements with NPPGov, Fire Rescue GPO, and Law Enforcement GPO. Western Fire Chiefs Association also administers the solicitation and bidding processes for the PPA pursuant to a separate Administration Agreement at no cost to the PPA or its members.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the PPA may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The PPA may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the PPA with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the PPA within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of PPA and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The PPA encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 SCOPE OF WORK:

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT offered

as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s entire catalog of products and services ("catalog discount") that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs.

- 2.2.2 All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the Public Procurement Authority ("PPA") and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

- 2.3.1 Pricing for the products and services may be based on "ATTACHMENT D" - PRICING SCHEDULE as follows:

- A A fixed percentage (%) off *marked price* based on the Proposer's catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

- B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to PPA and Participating Agencies based on volume.

If proposers are responding with option "B", proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If PPA agrees to the price modification, PPA may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.
- 2.3.5 If applicable, please describe any discounts offered to individual employees or volunteers of the

PPA or a Participating Agency.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the Public Procurement Authority (“PPA”) and Participating Agencies. The PPA shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the PPA and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the PPA.

Proposer(s)’s insurance shall be primary insurance with respect to the PPA, and any insurance or self-insurance maintained by the PPA shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The PPA shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the PPA’s right to insist on strict fulfillment of Proposer(s)’s obligations under this RFP.

The insurance policies required by this RFP, except Workers’ Compensation, shall name the PPA, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers’ Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the PPA, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)’s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the Public Procurement Authority ("PPA") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the PPA.

Solicitation Notice Publications: DECEMBER 14, 2015; DECEMBER 21, 2015

4.1.2 Question and Answer period

The PPA will post questions and answers concerning this Solicitation no later than 14 days prior to the proposal due date. All questions shall be submitted in writing via email to Heidi Arnold, Contract Manager, at questions@ppa-or.gov. The PPA reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted with the original solicitation on the PPA website at www.ppa-or.gov.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 or questions@ppa-or.gov.

Close date: Deadline for submission of proposals is **5:00 PM PST, on FEBRUARY 15, 2016.** The PPA must receive all proposals before **5:00 PM PST** on the above closing date in the office of the Public Procurement Authority, c/o Heidi Arnold, Contract Manager, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

Approximate opening date: 9:00 AM PST on FEBRUARY 16, 2016 at the office of the Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

Proposal selection and negotiation: FEBRUARY 16, 2016 TO MARCH 15, 2016.

Approximate award date: April 1, 2016.

All responses to this Solicitation become the property of the PPA. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The PPA will not be held accountable if parties other than the PPA obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

**Public Procurement Authority
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070**

All inquiries concerning information herein shall be addressed to:

**Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070**

Administrative telephone inquiries shall be addressed to:

Heidi Arnold, 855-524-4572
Email inquiries shall be addressed to:

questions@ppa-or.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on the PPA.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

**Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070**

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The PPA is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the PPA's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the PPA, or the PPA decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

PPA FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT RFP #XXXX
Public Procurement Authority
c/o Heidi Arnold, Contract Manager
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1540." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1540." shall be considered invalid. The PPA reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The PPA may accept or reject deviations, and all PPA decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as follows:

4.5.1 Letter of Transmittal

4.5.2 Table of Contents

- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP Number 1540.
- 4.5.7 PRICING SCHEDULE (“ATTACHMENT D”).
- 4.5.8 PROPOSER PROFILE WORKBOOK (“ATTACHMENT B”).
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee will be appointed by the Public Procurement Authority (“PPA”) on behalf of its membership to evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the PPA. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

- 1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Coverage 6) Proven Experience & References 7) Conformance

At the PPA's discretion, Proposers may be invited to make presentations to the Evaluation Committee. PPA reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

- 5.1.1.1 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.
- 5.1.1.2 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.

- 5.1.1.3 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.
- 5.1.1.4 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.
- 5.1.1.5 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF PUBLIC PROCUREMENT AUTHORITY TO AWARD OR REJECT PROPOSALS

- 5.2.1 The Request for Proposal does not commit the PPA to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The PPA may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the PPA pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The PPA reserves the right to:
 - 5.2.2.1 Accept or reject any or all proposals received as a result of the Request for Proposals;
 - 5.2.2.2 Negotiate any contractual terms and conditions with any qualified Proposer(s);
 - 5.2.2.3 Accept a proposal and subsequent offers for a Master Price Agreement from other than the lowest cost proposer;
 - 5.2.2.4 Waive or modify any irregularities in proposals received after prior notifications to the Proposer(s).
- 5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the PPA and exhaust all administrative remedies. Written protests must be delivered to the PPA at 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The PPA shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The PPA shall respond pursuant to ORS 279B.405. If the PPA upholds the protest, in whole or in part, the PPA may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The PPA may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the PPA's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the PPA to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

- 1.0 General questions** (*Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more*).
- 1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with national vendors. Circle “Yes” or “No” as it applies to your company.
- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
Yes or No
 - ✓ Do you have a national distribution network that will support sales resulting from this RFP?
Yes or No
 - ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
Yes or No
 - ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
Yes or No
 - ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
Yes or No
 - ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
Yes or No
- 1.2 Additional Information:
- 1.2.1 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:
 - 1.2.3.1.1 Agency name and address
 - 1.2.3.1.2 Contact name, phone and email
 - 1.2.3.1.3 Description of products/services sold and date.
 - 1.2.3.1.4 PPA may use other information, however learned, in evaluation of the response.
 - 1.2.2 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.
 - 1.2.3 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

- 2.1 Complete Exhibit 1

2.2 Complete the following table

2.2.1 State of incorporation:	
2.2.2 Federal Tax Identification Number:	
2.2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce. [Insert response in box below]	
2.2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPP member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the PPA. [Insert response in box below]	
2.2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]

3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [may attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

5.0 Proposer point of contact (POC) who will administer, coordinate, and manage this program with NPP and the Public Procurement Authority.

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:			
Phone #:		Fax #:	
* Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]

6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						
6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						

6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]

6.15 Electronic billing. [Insert response in box below]

6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]

6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for all items ordered within the continental U.S. (and Hawaii/Alaska) The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]

7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]

Exhibit 1

FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT Coverage

**FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT
RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS**

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			
PENNSYLVANIA			

RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THIS FORM MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the Public Procurement Authority, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the Public Procurement Authority for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C

SPECIFICATIONS

FIREFIGHTER PERSONAL PROTECTIVE EQUIPMENT

These specifications are intended to cover the complete range of Firefighter Personal Protective Equipment including (but not limited to): Fire (Firefighter) Turnouts or Turnout Gear, Structural and Proximity Fire Fighting, Wildland Fire Fighting, Technical Rescue, Urban Search and Rescue and Emergency Medical Operations Ensembles, Helmets, Gloves, Boots and Accessories. Proposers should respond with pricing for all equipment and options they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the proposers response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response. Regardless of category indicate availability of product/service as individual and organizational/corporate accounts and any required relationship with an organizational/corporate account.

NOTE: Proposers are not required to respond to all categories. Proposals will only be evaluated based on the categories to which they respond.

Firefighter Personal Protective Equipment

General

- 1) **Fire (Firefighter) Turnouts or Turnout Gear:** all fire turnout gear and accessories being proposed shall be available in a variety of designs, patterns, closure and/or fly options, styles and colors. Fire turnout coats and trousers shall be available in a variety of chest sizes, coat lengths, waist sizes, and inseam measurements. Please include a sample catalog (paper or electronic).
 - a. Fire turnout coats and trousers, shall include, but not be limited to, the following components: outer shell, moisture barrier, thermal liner, retro-reflective trim, storm flaps, collar and throat strap, collar hanger loop, pleated back or full cut back, back yoke, pockets, shoulder caps, cuffs, hook and loop fastening. All front closures shall provide continuous thermal and moisture protection when closed. It is preferred the moisture barrier/thermal liner be able to completely detachable from the outer shell for ease of cleaning.
 - b. Fire turnout trousers shall include all available designs. Design shall be compatible with the outer shell so that the liner does not buckle, pull, or otherwise restrict body motion. The fly flap closure shall provide thermal and moisture protection. Trousers options shall include, but not be limited to, the following: suspender buttons, bellows pockets, flaps and other closures, take-up straps, knee pads, cuffs, suspender system, and reflective trim.
 - c. Fire turnouts outer shell stress points, such as upper and lower pocket corners, pocket flap corners, top and bottom of fly flap, as well as the upper and lower corners of the storm panel, shall be properly reinforced.
 - d. Fire turnouts shall be constructed so that when completely assembled, there shall be no direct metal contact from the exterior of the outer shell through the thermal liner to the wearer's body, except at the waist band of the trousers. This shall apply to the use of all rivets, snaps, hooks, d-rings, zippers, or any other metal used to assemble the coat or trousers.
 - e. Special pockets and holders may include, but not be limited to the application of following equipment: radios, microphones, gloves, flashlights, SCBA face-pieces, etc. Fire turnout coats shall be fitted so that access to pockets shall not be compromised when breathing apparatus is in

place.

- f. Removable accountability panels may be offered. Contract vendor may provide individual identification printed on each panel as supplied by the Purchaser. Accountability panel shall be provided with secure attachments. Accountability panels shall be interchangeable between garments. Accountability panels shall not lose their attachment abilities after continuous washings.
 - g. Fire turnouts may be offered with departmental identification such as lettering, Purchaser supplied logos, graphics, or other designs as requested. All options must meet or exceed current NFPA standards. Pricing for these optional services shall be placed in the pricing attachment of the RFP response.
- 2) **Wildland Fire Fighting Protective Gear** to provide protection for emergency services personnel from the adverse environmental effects encountered by personnel performing wildland firefighting operations including but not limited to: pants, shirts, helmets, gloves, boots, eye protection, etc. All Wildland Fire Protective Gear shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
 - 3) **Technical Rescue, Urban Search and Rescue and Emergency Medical Operations Protective Ensembles and/or Station Wear** clothing designed to provide protection for emergency services personnel during search, rescue, recovery, extrication, site stabilization operations and emergency medical operations including but not limited to: shirts, pants, jackets, coats, etc.
 - 4) **Helmets**, including but not limited to: structural firefighting, wildland firefighting, and technical rescue. Helmets shall be offered in a variety of sizes and colors. Adjustable fitment options, attachable eye protection options and thermal protection flap options may also be offered. All helmets shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
 - 5) **Gloves**, including but not limited to: structural firefighting wildland firefighting, extrication, technical rescue, general work gloves, etc. All gloves offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
 - 6) **Boots**, including but not limited to: structural firefighting, wildland firefighting, technical rescue, general work/station wear boots, etc. All boots offered for specific use (such as structural firefighting) shall meet current applicable NFPA, ANSI and OSHA standards at time of manufacture.
 - 7) **Accessories**, including but not limited to: body worn integrated electronic monitoring (or physiologic monitoring) and/or location tracking systems, eye protection (e.g. goggles, glasses, visors, etc.), belts, straps, radio holders, etc.

Required Standards (as applicable)

- 8) All items of firefighter protective ensembles/turnouts and accessories shall meet all applicable NFPA standards, current edition at time of manufacture including NFPA 1851, 1855, 1951, 1971, 1975, 1976, 1977 and 1999 as well as applicable Federal OSHA standards including CFR 1910 Subpart L and 29CFR Part 1910.1030. All items shall include applicable NFPA certification stamp/label, and garment labeling and identification.
- 9) All stitching shall meet all current applicable NFPA requirements. All thread shall be Nomex or equal for fire and heat retardant. No raw edges shall exist on any fabric.
- 10) At least one heat-sealed label (as specified in NFPA 1971) of the material manufacturer shall be stamped on the inside material of each garment.
- 11) Contract vendor shall offer to provide to Purchaser, or upon Purchaser request, all copies of testing for

material(s) used in the manufacturing of the garment(s). Testing shall include, but not be limited to: Thermal Protective Performance (TPP), Total Heat Loss (THL), and Conductive and Compressive Heat Resistance (CCHR). Testing shall indicate compliance with NFPA minimum performance values.

Service

- 12) Contract vendor shall supply to Purchaser, if requested, for sizing purposes: sample fire turnouts, sizing charts, and/or other fitting services to ensure proper sizing of turnouts for fire personnel. Contract vendor shall arrange the return shipping or pick up of any supplied sample fire turnouts provided.
- 13) Purchaser shall be supplied with all specifications and/or information that shall include at a minimum: all materials used in the manufacture of the garments, included options/alterations, life expectancy, warranty information, user guide information, and maintenance and care. This information shall be provided to the Purchaser for review and acceptance. Contract vendor shall receive Purchaser's approval prior to processing order.
- 14) All merchandise, (i.e. fire protective coats and trousers,) shall be inspected before acceptance by an authorized Purchaser representative for workmanship, appearance, proper function of all components, and conformance to these or Purchaser requested specifications. Should deficiencies be found, it shall be the responsibility of the contract vendor to pack and return the unit(s) in question, make necessary corrections or replacements, and return the unit(s) to Purchaser for re- inspection and acceptance.
- 15) Services for fire turnouts, such as repair, tailoring, inspection or testing, cleaning may be offered. Pricing for these services shall be included in. All such services must be in accordance with NFPA 1851 and conducted by a verified facility.
- 16) Maintenance and Cleaning services and equipment including firefighting turnout gear laundry machines and related equipment and series may be offered.

Some of the preceding elements/categories may overlap. Proposers are free to combine categories or adjust category definitions/content to align with their terminology, systems, delivery methods and programs in their response.

ATTACHMENT D PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to PPA and NPPGov membership shall be clearly delineated on each proposal. Contract pricing shall be based upon:

1. Fixed discount(s) off published price list(s) or catalog(s)
2. Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
3. A combination of the above.

EXAMPLE

FIREFIGHTING PERSONAL PROTECTIVE EQUIPMENT PRICING SCHEDULE	
Product Category	Percentage (%) off List Price* (<i>OR</i> fixed price if % off pricing is not available)
Fire (Firefighter) Turnouts or Turnout Gear	
Wildland Fire Firefighting	
Technical Rescue Ensembles	
EMS Ensembles	
Helmets	
Gloves	
Boots	
Accessories	
Maintenance and Cleaning Services	
Protective Garment Laundry Machines	
Other	

* Identify source of list price and publication date or expiration date.

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows PPA and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts,

ATTACHMENT E PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon) or a national response (covering the entire U.S. or a large region of the U.S.).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposers response based on the criteria found in the proposal evaluation form.

STEP 1
Proposal Responsiveness

Component	YES	NO
Submitted on time		
Proposal signed		
Completed Proposer Workbook		
Included pricing structure		
Included references		
Deemed Fully Responsive	YES	NO
Categorized as Local or National	Local	National

Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

- 5- Excellent – Substantially exceeds requirements
- 4-Very Good- Meet all requirements
- 3- Good – Meets most requirements
- 2- Satisfactory – Minimally meets requirements
- 1- Unsatisfactory – Requirements essentially not met
- 0- No Response provided

Component Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing</u> : Product price analysis and discounts proposed including favorable pricing for cooperative purchasing	25			Comments:
<u>Product Line (by category)</u> : Breadth, variety, quality of product line and warranties available.	15			Comments:
<u>Marketing</u> : The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	15			Comments
<u>Customer Service</u> : Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines. Additional services offered.	15			Comments:

<u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. <i>*Note Exhibit 1 from PPW</i>	15			Comments:
<u>Proven Experience & References:</u> Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10			Comments:
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	5			Comments:
<u>TOTAL</u>	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the PPA or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the PPA or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the PPA or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of PPA for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G
WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ **DOES NOT** agree to sell to WIPHE Institutions.

_____ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY	GRAYS HARBOR College
EASTERN WASHINGTON UNIVERSITY	GREEN RIVER Community College
THE EVERGREEN STATE COLLEGE	HIGHLINE Community College
UNIVERSITY OF WASHINGTON	LAKE WASHINGTON Technical College
WASHINGTON STATE UNIVERSITY	LOWER COLUMBIA College
WESTERN WASHINGTON UNIVERSITY	OLYMPIC College
COMMUNITY AND TECHNICAL COLLEGES:	PENINSULA College
BATES Technical College	PIERCE College
BELLEVUE Community College	RENTON Technical College
BELLINGHAM Technical College	SEATTLE CENTRAL Community Colleges
BIG BEND Community College	SHORELINE Community College
CASCADE Community College	SKAGIT Valley College
CASCADIA College	SOUTH PUGET SOUND Community College
CENTRALIA College	SPOKANE Community Colleges
CLARK College	STATE BOARD for Technical & Community Colleges
CLOVER PARK Technical College	WENATCHEE Valley College
COLUMBIA BASIN College	YAKIMA Valley Community College
EDMONDS Community College	WHATCOM Community College
EVERETT Community College	

Miscellaneous local agencies within Washington State*

ADAMS COUNTY	BENTON COUNTY PUD
PUYALLUP SCHOOL DIST 3	BENTON FRANKLIN COUNTY
KITSAP COUNTY	BENTON FRANKLIN PRIVATE INDUST CNCL
FIFE SCHOOL DIST 417	BENTON PORT OF
RIVERVIEW SCHOOL DIST 407	BETHEL SCHOOL DISTRICT 403
GONZAGA UNIVERSITY	BIG BROTHERS BIG SISTERS OF KING CO
PLANNED PARENTHOOD OF WESTERN WASHINGTON	BIRCH BAY WATER & SEWER DISTRICT
SNOHOMISH COUNTY	BLANCHET SCHOOL DISTRICT
MASON COUNTY	BREMERTON KITSAP CO HEALTH DISTRICT
FEDERAL WAY SCHOOL DIST	BREMERTON PORT OF
SPOKANE COUNTY	BREMERTON SCHOOL DISTRICT 100
ISSAQUAH SCHOOL DIST 411	BURLINGTON EDISON SCHOOL DIST 100
ADAMS COUNTY FIRE DISTRICT	CANCER RESEARCH AND BOISTATISTICS
ADAMS COUNTY HEALTH DISTRICT	CASCADE BLUE MT FD SHR
AFFILIATED HEALTH SERVICES	CASCADE IRRIGATION DISTRICT
ALDERWOOD WATER DISTRICT	CASHMERE SCHOOL DISTRICT 222
ANACORTES PORT OF	CATHOLIC COMM SVCS OF KING CO
ANACORTES SCHOOL DISTRICT 103	CENTRAL KITSAP SCHOOL DISTRICT 401
ANNAPOLIS WATER DISTRICT	CENTRAL WAS COMP MENTAL HEALTH
ASOTIN COUNTY	CENTRALIA SCHOOL DISTRICT 40
AUBURN SCHOOL DISTRICT 408	CHEHALIS SCHOOL DISTRICT 302
BAINBRIDGE IS SCHOOL DISTRICT 303	CHELAN COUNTY
BAINBRIDGE ISLAND FIRE DEPARTMENT	CHELAN COUNTY COMMUNITY HOSPITAL
BAINBRIDGE ISLAND PARKS	CHELAN COUNTY FIRE DISTRICT
BATTLE GROUND SCHOOL DISTRICT 119	CHELAN COUNTY PUD 1
BELLEVUE SCHOOL DISTRICT 405	CHELAN DOUGLAS COUNTY HEALTH DIST
BELLINGHAM PORT OF	CHENEY CARE CENTER
BELLINGHAM SCHOOL DISTRICT 501	CHILD CARE RESOURCE & REFERRAL
BENTON COUNTY	CHILDRENS THERAPY CENTER
BENTON COUNTY FIRE DISTRICT	CHIMACUM SCHOOL DISTRICT 49
	CLALLAM COUNTY

CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLIC FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD
FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST

GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTTITAS COUNTY
KITTTITAS COUNTY PUD
KITTTITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY

LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES
PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF

PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL
AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201

SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES

WA STATE PUBLIC STADIUM AUTHORITY
WAHIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC
WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT H LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athena	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	Lafayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Wallowa
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappoose	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascas	Ione	Newberg	Summerville	
Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

Idaho's Incorporated Cities

Aberdeen	Dietrich	Heyburn	Middleton	Salmon
Acequia	Donnelly	Hidden Springs	Montpelier	Sandpoint
Albion	Dover	Horseshoe Bend	Moscow	Shelley
American Falls	Downey	Idaho City	Mountain Home	Shoshone
Ammon	Driggs	Idaho Falls	Murray	Soda Springs
Arco	Eagle	Island Park	Nampa	Spirit Lake
Ashton	Elk City	Juliaetta	New Plymouth	St. Maries
Bancroft	Emmett	Kamiah	Nezperce	Stanley
Bellevue	Fairfield	Kellogg	Orofino	Star
Boise	Franklin	Ketchum	Parma	Stites
Bonnars Ferry	Fruitland	Kimberly	Payette	Sugar City
Buhl	Garden City	Kooskia	Pierce	Sun Valley
Burley	Garden Valley	Kuna	Pocatello	Tetonia
Caldwell	Genesee	Lava Hot Springs	Post Falls	Troy
Cambridge	Glenns Ferry	Lewiston	Potlatch	Twin Falls
Carey	Gooding	MacKay	Preston	Victor
Cascade	Grace	Malad	Priest River	Wallace
Challis	Grandjean	Malta	Rathdrum	Wardner
Chubbuck	Grangeville	Marsing	Rexburg	Weippe
Coeur d' Alene	Hailey	McCall	Richfield	Weiser
Cottonwood	Harrison	McCannon	Rigby	Wendell
Council	Hauser	Melba	Riggins	Whitebird
Dalton Gardens	Hayden	Meridian	Rupert	

This may not be a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

Idaho's Counties

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

This may not be a complete list of all Idaho local government units, but all other Idaho local government units shall be incorporated by this reference.

Hawaii's Counties

Hawaii	Honolulu	Kalawao	Kaua'i	Maui
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Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPP”), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

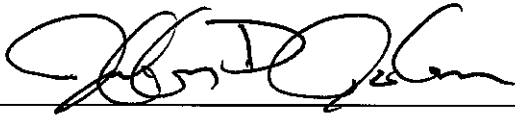
THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



Date: 2-13-2014

BY: Jeffrey D. Johnson
ITS: Administrator/Board Member

Public Procurement Authority Contact Information:

Contact Person: Heidi Chames
Address: 25030 SW Parkway Ave., Suite 330
Wilsonville, OR 97070
Telephone No.: 855-524-4572
Email: questions@procurementauthority.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____

Email: _____



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: September 25, 2017

SUBJECT: Consideration of approving a Resolution Waiving the Formal Bid Process and approving the purchase and installation of Exterior and Interior Signage for the Grossinger Motors Arena in the amount of \$60,935.28.

RECOMMENDATION/MOTION: Recommend approving the Resolution waiving the bidding requirements for the purchase of exterior signage for the Grossinger Motors Arena from Bendsen Signs & Graphics in Decatur, IL in the amount of \$60,935.28; authorize the Mayor and City Clerk to execute the Resolution, and authorize the City Manager and City Clerk to sign the agreement; and the Procurement Manager be authorized to issue a Purchase Order.

STRATEGIC PLAN LINK: Goal 6. Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Objective 6b. Downtown Vision and Plan used to guide development, redevelopment and investments and 6c. Downtown becoming a community and regional destination.

BACKGROUND: Council authorized the purchase of replacement exterior and interior signage in the approval of the Grossinger Motors Naming Rights Agreement (“Naming Rights Agreement”). The Naming Rights Agreement included expending up to \$75,000 for manufacturing and installing new signage.

VenuWorks has collected three (3) bids for manufacturing and installing new exterior signage at Grossinger Motors Arena.

Bendsen Signs & Graphics in Decatur, IL came in as the lowest bidder for exterior signage. Bendsen Signs & Graphics is a reputable company that can meet the urgency of the City of Bloomington for immediate manufacturing and installation of the signage.

In an effort to maintain one project and one request, the City decided to also include all remaining signage needed for complete replacement of naming rights signage. Based on this decision, bids were not collected for interior signage. Bendsen Signs & Graphics agreed to maintain one project and included all exterior and interior signage as one proposal.

Based on contractual requirements of the Naming Rights Agreement, staff are requesting that the formal bidding requirements be waived and Bendsen Signs & Graphics, Inc. be awarded this contract for an immediate start on this project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The total cost for the Exterior Signage is \$60,935.28 which has been budgeted through the 2017 naming rights income laid out in the Grossinger Motors Naming Rights Agreement. VenuWorks will pay for the signage out of the Arena-Capital Outlay Equipment Other than Office account (57107120-72140).

COMMUNITY DEVELOPMENT IMPACT: The dimensions are missing for the signs on the north and south elevations so a full evaluation of the legal nature of the signage could not be made. A sign permit and electrical permit will be needed prior to sign placement on the arena. Other banners, renderings and LED signs will need to be removed, unless permits are approved. The sign contactor is registered with the City.

Respectfully submitted for Council consideration.

Prepared by: Leslie Yocum, Contract Administrator

Reviewed by: Lynn Cannon, Exec. Director - Grossinger Motors Arena

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Budget Manager

Community Development review by: Tom Dabareiner AICP, Community Development Director

Legal review by: Jeffery R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- USC 1A RESOLUTION Bid Waiver
- USC 1B EXHIBIT Bendsen Bid
- USC 1C EXHIBIT Gable Bid
- USC 1D EXHIBIT Poblocki Bid
- USC 1E EXHIBIT Bendsen Design
- USC 1F PROPOSAL Bendsen Agreement

RESOLUTION NO. 2017 – _____

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF EXTERIOR AND INTERIOR SIGNAGE AT THE GROSSINGER MOTORS ARENA

WHEREAS, the City needs to have new exterior and interior signage manufactured and installed at the Grossinger Motors Arena; and

WHEREAS, the City has collected three (3) bids for manufacturing and installing said new exterior signage; and

WHEREAS, the City has found that Bendsen Signs & Graphics, Inc. in Decatur, Illinois is the lowest bidder for exterior signage and is a reliable source who can manufacture and install new exterior and interior signage at Grossinger Motors Arena; and

WHEREAS, the City made the late decision to add interior signage to the project in an effort to maintain one project as one request, Bendsen Signs & Graphics has included exterior and interior signage in the final proposal; and

WHEREAS, to meet current contractual time limits for replacement of exterior and interior signage, the City desires to waive its formal bidding requirements and to allow City staff to enter into agreement for Bendsen Signs & Graphics, Inc. for replacement of exterior and interior signage.

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

That the recitals set forth above are incorporated herein, the formal bidding procedures are waived, and City Manager, or designated representatives, are authorized to secure the purchase of exterior and interior signage manufactured and installed by Bendsen Signs & Graphics, Inc. at the quoted price of \$60,935.28, and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 25th day of September 2017.

APPROVED this day of September 2017.

CITY OF BLOOMINGTON

ATTEST:

Tari Renner, Mayor

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



1506 East McBride Ave.
 Decatur, IL 62526
 217-877-2345 • www.bsg1946.com

PROPOSAL
Proposal #: 13623

Proposal Date: 09/08/17
 Customer #: CRM003793
 Page: 1 of 5

SOLD TO:	JOB LOCATION:
Grossinger Motors Arena 101 South Maddison Street Bloomington IL 61701	Grossinger Motors Arena 101 South Maddison Street Bloomington IL 61701 REQUESTED BY: Lynn Cannon

Bendsen Signs & Graphics (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>QUOTE #5458 East Elevation Channel Letters Proposal Furnish and install one (1) set of custom fabricated, internally illuminated, channel letters spelling out "Grossinger" in custom font. The overall dimension of the lettering will be 6'4" tall x 24'5" long. The letters will be fabricated of aluminum with Lexan faces that are decorated with vinyl graphics. The letters will be pre-mounted to a raceway that will then attach to the existing screen of the front of the building. Please reference sketch number GMA_100.</p> <p>Furnish and install two (2) sets of custom fabricated, internally illuminated, channel letters spelling out "Motors" and "Arena" in custom font. The "Motors" letters measure 12" tall and the "Arena" letters measure 15" tall. The letters will be fabricated of aluminum with white Lexan faces. The letters will be pre-mounted to a raceway that will then attach to the existing screen of the front of the building. Please reference sketch number GMA_100.</p> <p>Furnish and install one (1) custom fabricated "brands" cabinet sign. The unit measures 38" tall x 24'7" long. The sign cabinet is fabricated of painted aluminum with a custom decorated flexible vinyl face. The cabinet will be illuminated with LED lighting units and will attached to the existing screen. Please reference sketch number GMA_100.</p> <p>Complete professional installation provided by Bendsen Signs and Graphics. Bendsen Signs will make all final electrical connections to the above noted signage. Electrical service shall be provided at the location of the sign by the customer. The proposal also includes a one (1) year warranty on all parts and labor.</p>	\$25,633.96	\$25,633.96
1	<p>QUOTE #5459 North and South Elevation Channel Letters Proposal Furnish and install two (2) sets of custom fabricated, internally illuminated, channel letters spelling out "Grossinger Motors Arena". The "Grossinger" portion of the sign measures 1'10" tall x 6'3" wide with the remainder being proportionate. Due to the size of the lettering, the "Motors" and "Arena" portion will be channel letter cabinet style units with routed aluminum faces that are backed with white plex. This method is being used so there is not</p>	\$11,936.41	\$11,936.41

COMPANY INITIALS _____

CUSTOMER INITIALS _____



1506 East McBride Ave.
Decatur, IL 62526
217-877-2345 ▪ www.bsg1946.com

PROPOSAL

Proposal #: 13623

Proposal Date: 09/08/17
Customer #: CRM003793
Page: 2 of 5

retainer system and the signs have clean lines. All of the units will be illuminated with LED lighting units. The "Grossinger" portion will be raceway mounted. Please reference sketch number GMA_103 and GMA_104.

Complete professional installation provided by Bendsen Signs and Graphics. Bendsen Signs will make all final electrical connections to the above noted signage. Electrical service shall be provided at the location of the sign by the customer. The proposal also includes a one (1) year warranty on all parts and labor.

SUB TOTAL: \$37,570.37
ESTIMATED SALES TAXES: \$1,383.66

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$38,954.03

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, Bendsen Signs & Graphics MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANYSUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. Bendsen Signs & Graphics SHALL SECURE ALL NECESSARY PERMITS FROM THE GOVERNING BOARD OR MUNICIPALITY, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION

COMPANY INITIALS _____

CUSTOMER INITIALS _____



Signs & Graphics, Inc.

*1506 East McBride Ave.
Decatur, IL 62526*

217-877-2345 • www.bsg1946.com

PROPOSAL

Proposal #: 13623

Proposal Date: 09/08/17
Customer #: CRM003793
Page: 3 of 5

AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN. VARIANCES ARE NOT INCLUDED UNLESS OTHERWISE SPECIFIED.

- 6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
- 7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THEPOINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
- 8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACE AT NO COST TO THE BUYER FOR THIS MATERIAL. THE COST OF LABOR, HOWEVER, WILL BE CHARGED AT HOURLY RATES.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



Signs & Graphics, Inc.

1506 East McBride Ave.
Decatur, IL 62526

217-877-2345 • www.bsg1946.com

DEPOSIT INVOICE

Invoice #: DP13623

Inv Date: 09/08/17
Customer #: CRM003793
Page: 4 of 5

SOLD TO:	JOB LOCATION:
Grossinger Motors Arena 101 South Maddison Street Bloomington IL 61701	Grossinger Motors Arena 101 South Maddison Street Bloomington IL 61701 REQUESTED BY: Lynn Cannon

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Lynn Cannon		JASON TOMPKINS	09/08/17	50.0% Due Upon Receipt	10/15/17

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>QUOTE #5458 East Elevation Channel Letters Proposal Furnish and install one (1) set of custom fabricated, internally illuminated, channel letters spelling out "Grossinger" in custom font. The overall dimension of the lettering will be 6'4" tall x 24'5" long. The letters will be fabricated of aluminum with Lexan faces that are decorated with vinyl graphics. The letters will be pre-mounted to a raceway that will then attach to the existing screen of the front of the building. Please reference sketch number GMA_100.</p> <p>Furnish and install two (2) sets of custom fabricated, internally illuminated, channel letters spelling out "Motors" and "Arena" in custom font. The "Motors" letters measure 12" tall and the "Arena" letters measure 15" tall. The letters will be fabricated of aluminum with white Lexan faces. The letters will be pre-mounted to a raceway that will then attach to the existing screen of the front of the building. Please reference sketch number GMA_100.</p> <p>Furnish and install one (1) custom fabricated "brands" cabinet sign. The unit measures 38" tall x 24'7" long. The sign cabinet is fabricated of painted aluminum with a custom decorated flexible vinyl face. The cabinet will be illuminated with LED lighting units and will attached to the existing screen. Please reference sketch number GMA_100.</p> <p>Complete professional installation provided by Bendsen Signs and Graphics. Bendsen Signs will make all final electrical connections to the above noted signage. Electrical service shall be provided at the location of the sign by the customer. The proposal also includes a one (1) year warranty on all parts and labor.</p>	\$25,633.96	\$25,633.96
1	<p>QUOTE #5459 North and South Elevation Channel Letters Proposal Furnish and install two (2) sets of custom fabricated, internally illuminated, channel letters spelling out "Grossinger Motors Arena". The "Grossinger" portion of the sign measures 1'10" tall x 6'3" wide with the remainder being proportionate. Due to the size of the lettering, the "Motors" and "Arena" portion will be channel letter cabinet style units with routed aluminum faces that are backed with white plex. This method is being used so there is not retainer system and the signs have clean lines. All of the units will be illuminated with LED lighting units. The "Grossinger" portion will be raceway</p>	\$11,936.41	\$11,936.41

PLEASE PAY THIS DEPOSIT AMOUNT: Continued



Signs & Graphics, Inc.

1506 East McBride Ave.
 Decatur, IL 62526
 217-877-2345 • www.bsg1946.com

DEPOSIT INVOICE

Invoice #: DP13623

Inv Date: 09/08/17
Customer #: CRM003793
Page: 5 of 5

SOLD TO:	JOB LOCATION:
Grossinger Motors Arena 101 South Maddison Street Bloomington IL 61701	Grossinger Motors Arena 101 South Maddison Street Bloomington IL 61701 REQUESTED BY: Lynn Cannon

ORDERED BY	PO NUMBER	SALESPERSON	ORDER DATE	PAYMENT TERMS	DUE DATE
Lynn Cannon		JASON TOMPKINS	09/08/17	50.0% Due Upon Receipt	10/15/17

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
	mounted. Please reference sketch number GMA_103 and GMA_104. Complete professional installation provided by Bendsen Signs and Graphics. Bendsen Signs will make all final electrical connections to the above noted signage. Electrical service shall be provided at the location of the sign by the customer. The proposal also includes a one (1) year warranty on all parts and labor.		
		SUB TOTAL	----- \$37,570.37
		ESTIMATED SALES TAXES	\$1,383.66
		TOTAL PROPOSAL AMOUNT	\$38,954.03
	*** FINAL INVOICE AMOUNT MAY VARY UPON COMPLETION ***		

PLEASE PAY THIS DEPOSIT AMOUNT:	\$19,477.02
--	--------------------

PROPOSAL

PROJECT # 76693

Date: 8/31/2017

Salesperson: Lisa Cann

Page: 1 of 9



76693-1: Grossinger Motor Arena Re-Branding

Sell To

Grossinger Motor Arena
1430 Fort Jesse Road
Normal, IL 61761

Bill To

Grossinger Motor Arena
1430 Fort Jesse Road
Normal, IL 61761

Ship To / Job Site

Grossinger Motor Arena
1430 Fort Jesse Road
Normal, IL 61761

Contact: Lynn Cannon

PO Number:

Attn: *Site Contact Name at Phone*

Proposal Items

Description	Quantity	Unit Price	Item Total
Concept Design	1	475.00	475.00
Construction / Shop Drawings Design changes/modifications beyond the initial approved concept drawings will be invoice additionally at \$95.00/hour.	1	960.00	960.00
Permit Staff Time (TBD) Flat fee of \$475.00 plus \$85.00/hr above 4 hrs. Will be billed in addition to the Sum Total of this Proposal/Product.	1	475.00	475.00
Permit Fees (TBD) Final amount will be invoiced at completion; at actual cost. Will be billed in the addition to the Sum Total of this Proposal/Product.	1	0.00	0.00
Technical Site Survey We will conduct a pre-installation Technical Site Survey to verify measurements, field conditions, access, electrical service, and other mounting details. For additional information, refer to the attached Terms and Conditions.	1	560.00	560.00
Engineering / PE Stamp - Additional if required Any City/County requiring engineering for the purpose of obtaining a permit will be billed in addition to the lump sum of this Proposal. GableSigns reserves the right to require the review and approval of a licensed Engineer for any product or service that may impact the safety and	1	0.00	0.00

Continued on next page...

PROPOSAL

PROJECT # 76693

Date: 8/31/2017

Salesperson: Lisa Cann

Page: 2 of 9



well being of persons or property. In either event, a flat rate of \$575.00 will apply. Fees exceeding \$575.00 will not be charged without prior authorization.

Color/Material Samples Includes up to (3) 6" x 6" painted/finished color samples and 3 raw material samples. Additional samples may be purchased at an additional charge, to be determined.	1	80.00	80.00
Channel letters with car logo pill box See Drawing 11548CH page 3 of 5 for additional information, letters will be mounted to existing metal grid & raceway.	1	21,350.00	21,350.00
Channel letters without car logo for sides of building See Drawing 11548CH page 4 & 5 for additional information	2	9,960.00	19,920.00
Freight / Shipment to jobsite	1	2,400.00	2,400.00
Installation of 3 sets of exterior signs Install 3 set of exterior letters on raceway	1	6,480.00	6,480.00
		Subtotal	52,700.00

Notes/Exclusions:

Final proposal value subject to change upon completion evaluation of existing site conditions.

Sales Tax represented is only an estimated amount, subject to change pending final delivery of goods.
Shipping will be billed at cost; final price may be higher or lower than estimated price.

Total	52,700.00
Tax	2,584.38
Grand Total	55,284.38

Validity of this quote: 60 days unless otherwise agreed upon.

Purchaser Acceptance: If proposal is acceptable, please sign below and return to Gable, Inc. The above prices and specifications are hereby accepted. Gable, Inc. is authorized to do this work as specified. By signing below, you are agreeing to the Order Acknowledgment and the Terms and Conditions on the following page(s).

Customer Signature

Printed Name

Date

PROPOSAL

PROJECT # 76693

Date: 8/31/2017

Salesperson: Lisa Cann

Page: 3 of 9



Customer Order Instructions

VERBAL AGREEMENTS THAT ARE NOT REFLECTED IN THIS ORDER WILL NOT BE HONORED. PLEASE VERIFY THAT ALL AGREEMENTS MADE ARE IN WRITING AND INCLUDED ON THE FINAL AND EXECUTED PROPOSAL.

Please review the information on this proposal. If the information presented is acceptable, complete the following steps to turn this proposal into an order.

- 1. Verify** that the above "Bill To" and "Site/Store Reference" addresses are correct. Make corrections to inaccurate or omitted information.
- 2. Sign and Fax** the proposal to the attention of your Representative (listed above) at (410) 437-5336
- 3. Tax Status:** It is assumed that you are tax liable. If you are exempt, please fax a copy of your Tax Exempt Certificate with your proposal.
- 4. Samples:** If you require Gable, Inc. to match customer supplied color numbers or palettes, we will generate a production proof for your approval, and you will be charged a fee of \$80.00. By waiving this production proof, you are releasing Gable, Inc. from any responsibility to produce an exact color match.

I require color samples and understand there is a fee. I do not require color samples and wish to waive the fee.

5. Pre-Installation photos: Please provide pre-installation photos of my manufactured items.

6. Old Signage: Dispose Leave at site Store for my company (monthly charges apply)

7. Send Payment of deposit equal to fifty percent (50%) of the Total Price set forth in the Sales Order (the "Price") will be due and payable upon execution of the Sales Order ("Deposit"), and such Deposit will be credited towards the total amount due.

***See section 2 of Terms and Conditions for Progress Payment and final Payment Terms.**

In the case of COD; arrangements must be made by customer to pay prior to completion, if payment cannot be made at time of completion. Payment can be made with a check or credit card. For your convenience we accept cash, check, Visa, MasterCard and American Express. For credit card payments, please complete the information below.

Company Name: Grossinger Motor Arena

Project Reference: 76693: Grossinger Motor Arena

I, _____, authorize Gable, Inc. to charge the credit card listed below for the amount of _____ of the total order value. An invoice for this deposit is available upon request.

Please charge my card for the full balance of my order. 3% fee applies to all credit card orders over \$5,000.

or

Please charge my card now and the balance upon completion. 3% fee applies to all credit card orders over \$5,000.

or

I will send a check for the deposit.

Issue Date: _____

Please note that the completion date WILL NOT be confirmed until deposit check is received.

The credit card listed below will be charged if another form of payment is not made within the terms set forth in this proposal.

Name on Card: _____ Credit Card #: _____

Exp. Date: _____ Security Code: _____ MasterCard Visa American Express Discover

Gable, Inc. will process the order and send frequent updates that will include the confirmation of your targeted completion date. Completion dates are calculated from **receipt of signed proposal, required deposit, and all approvals (property owner review, permits, drawing submittals, etc., if applicable).** For any questions regarding this form, order status or other issues, please contact your Sales Representative or Project Manager at (410) 255-6400. A customer e-mail address and/or fax number must be provided to ensure that the order updates will be sent. The contact person on this order must be someone who is authorized to make changes to the order.

Continued on Next Page...

Customer Initials: _____

General Conditions of Proposal

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Salesperson: Lisa Cann

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ALL PRODUCTS AND/OR SERVICES PROVIDED BY GABLE, INC. ("GABLE") TO YOU, THE CUSTOMER ("you", "your" or "Customer"), ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS, WHICH ARE INCORPORATED IN AND MADE A PART OF EACH ACCEPTED PROPOSAL AND ORDER ACKNOWLEDGMENT (collectively referred to hereinafter as "Sales Order"). The Sales Order together with these general terms and conditions are hereinafter collectively referred to as the "Agreement".

1. Performance of Work; Delivery of Goods and Services

- 1.1 Gable will perform all services and/or deliver all goods as set forth in the foregoing Sales Order in a good and workmanlike manner and in accordance with generally accepted industry standards.

2. Payment

- 2.1 A deposit equal to percent () of the Total Price set forth in the Sales Order (the "Price") will be due and payable upon execution of the Sales Order ("Deposit"), and such Deposit will be credited towards the total amount due. In the event of multiple site locations or projects covered by one Sales Order, percent () of the Total Price for all locations must be paid by Customer upon execution of the Sales Order.
- 2.2 In the event that a product is being shipped to Customer, the full and final balance will be due 3 days PRIOR to shipment of product.
- 2.3 In the event that a product is being delivered, a 90% Progress Payment will be due a minimum of 3 days prior to delivery. The remaining 10% will be due at the time of delivery of sign.
- 2.4 For products being installed: A Progress Payment will be due a minimum of 3 days prior to scheduled Installation. This progress payment will bill for all items except the installation charges as listed in your proposal with a prorated share of the deposit (if any) applied. This will leave only the installation charges which will be due at the time of installation.
- 2.5 In the event that a product is being picked-up by the customer, a 90% Progress Payment will be due a minimum of 30 days prior to pick up. The remaining 10% will be due at the time of pick up of sign.
- 2.6 For Service: Customer will be billed upon completion for the Service. If special order parts are required, customer will be provided with a quote and will be responsible for paying a 50% deposit, prior to Gable ordering, with the remaining balance due upon completion of the service.
- 2.7 Inspection prior to payment: If requested, Gable will provide photos of product as evidence of progress towards completion. (Note: some products will not be 100% completed 3 days prior to the expected Installation or delivery date as most elements are completed during those final days.) We also encourage a visit to our facility in the event you wish to inspect in person.
- 2.8 Gable reserves the right, and Customer agrees to pay, reasonable progress payments as determined in Gable's sole discretion for work completed and/or stored in Gable's facility due to delays not caused by Gable including, for illustration only, site preparedness, weather delay, etc. Customer shall make such progress payments within ten (10) days of the date of any invoice by Gable.
- 2.9 In the event payments have not been received per the above requirements, Gable reserves the right to reschedule the Installation and or delivery on the next available date and in these instances, we can make no guarantees of meeting your requested installation/delivery dates due to previously scheduled obligations who have met their payment obligations.
- 2.10 Unless a different payment plan is set forth in the Sales Order, Gable will invoice you for goods delivered, services performed and/or expenses incurred (reflecting a credit for the Deposit), and payment of such invoices shall be due upon your receipt of Gable's invoice at completion. If the Sales Order provides for different payment terms, you agree to make payment in accordance with such payment terms. If payment is not received within agreed terms, Gable reserves the right to stop work and/or charge interest of one and one-half percent (1%) per month, or the maximum allowable rate under applicable law, on all past due payments. Any assessment of interest shall not constitute an election of remedy. Should it become necessary to refer your account to a collection agency and/or legal counsel, you will be responsible for, and shall pay on demand, all collection costs (including reasonable attorneys' fees) incurred by Gable, in addition to any applicable interest.

Continued on Next Page...

Customer Initials: _____

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- 2.11 Gable retains sole and exclusive right, title and interest in/to all goods and services produced or provided by Gable or otherwise subject to the Sales Order until and unless all sums due to Gable are paid in full. In the event Customer does not make payment(s) as set forth herein, until and unless all such payments are received, Gable and its agents are entitled to retain possession of any property provided by Customer for use by Gable in the performance of its work, and/or to withhold delivery of or remove and reclaim possession of any goods to be provided or provided to you or on your behalf under any Sales Order, without notice to you, and you waive and release any and all claims, charges, damages, legal or equitable action of any sort whatsoever in connection therewith. Such removal and/or reclamation shall not be an election of remedy, but rather shall be cumulative to any and all other rights Gable may have, and shall not satisfy Customer's payment obligations.
- 2.12 Gable reserves a security interest in all goods as security for the payment of the Price and any and all other obligations of Customer to Gable, and Gable further reserves the right at any time, in its discretion, to demand additional security for payment before continuing with or delivering on any Sales Order.
- 2.13 In the event Customer remits a "punch list" to Gable following completion of Gable's work or receipt of a final invoice, Customer may withhold no more than ten percent (10%) of the balance due on the Sales Order to which the punch list relates, which shall be paid immediately upon the reasonable satisfaction of those punch list items within Gable's control.
- 2.14 Customer shall pay all sales, use and other local, state and federal taxes and impositions, due to or arising in connection with the sale of goods or the rendition of services by Gable to Customer, or applicable to the goods after delivery, and Customer agrees to indemnify, defend and hold Gable harmless with respect to any claims, charges, debts, liens or actions with respect thereto.

3. Customer Changes; Alterations

- 3.1 If any information supplied by or on behalf of the Customer is insufficient, incorrect, inaccurate or misleading, or if the Customer notifies Gable of any change of requirements in relation to any Sales Order after acceptance thereof, such Sales Order shall be subject to an appropriate adjustment to the Price, the terms of payment and the delivery date or delivery schedule.
- 3.2 Except as otherwise provided herein, any variation or amendment to the Sales Order must be made and acknowledged in writing by Customer and Gable (and acknowledgement by e-mail, in addition to any other written format, is acceptable). In addition, any such changes shall be subject to an appropriate adjustment in Price, delivery dates and/or other related adjustments. Unless otherwise agreed by the parties in writing, if the Sales Order reflects a unit price and the quantity of the goods and/or services set forth in the Sales Order increases, the Price shall be adjusted based on the application of the stated unit price to the additional quantity.
- 3.3 Gable reserves the right to, with or without prior notice, expedite the ordering of any specialty or long-lead materials or components immediately upon execution of contract. Expedition is used to ensure that Gable is able to make every reasonable effort to meet Customer's delivery/completion dates and fulfill expectations. In the event that Customer requests changes to the order after the contract has been executed, additional costs may be incurred and Customer agrees to pay these additional costs. Customer understands that Gable will be ordering specialty or long-lead materials or components prior to Customer's approval of final shop or construction drawings.

4. Termination

- 4.1 Subject to the terms set forth herein, Customer may cancel a Sales Order at any time by providing written notice to Gable. Upon termination or cancellation of any Sales Order for any reason, Customer agrees to pay in full for all goods and/or services in production or completed at the date of cancellation or termination, whether or not invoiced, together with a cancellation fee of ten percent (10%) of the Price ("Cancellation Fee") if Customer cancels the Sales Order without Cause (as hereinafter defined). Such amounts shall be due and payable immediately upon termination or cancellation. Upon receipt of notice of cancellation, Gable shall immediately discontinue all services, except as provided in Section 4.2 below.
- 4.2 Customer may terminate this Agreement if Gable fails to cure any material default in its obligations hereunder within thirty (30) days of Gable's receipt of Customer's written notice specifying such default (hereinafter a for "Cause" termination).
- 4.3 Gable reserves the right to terminate any Sales Order and to discontinue work and services if Customer is in breach of its payment or other material obligations under this Agreement. If Customer's breach is capable of being cured, Gable may not terminate unless and until Customer fails to cure the breach within seven (7) days of Customer's receipt of written notice thereof.

5. Delivery of Goods and/or Services

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Customer Initials: _____

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- 5.1 Gable will endeavor to make delivery/install on the date(s) and in the manner specified in the Sales Order, but any delivery date given is an estimate only and in no circumstances shall time be of the essence with respect to the Sales Order. Delivery may be made in installments if Gable so requires.
 - 5.2 Unless otherwise stated in the Sales Order, delivery of the goods shall be to the Customer's premises or as otherwise specified in the Sales Order. Shipments beyond the Baltimore Metropolitan Area (which area shall be determined in the sole discretion of Gable) will be made by common truck carriers at an additional cost to be paid by Customer. There will be an additional charge for airfreight or special truck delivery. Unless otherwise stated in the Sales Order, all signage will be shipped FOB Baltimore, Maryland.
 - 5.3 It is Customer's responsibility to inspect all goods provided hereunder upon delivery and/or installation. Customer must provide written notice to Gable of any deficiencies in such goods within three (3) business days of delivery or installation (as applicable) or Customer will be deemed to have accepted the goods.
- 6. Customer's Designs; Submissions**
- 6.1 Customer warrants that any mark, copy, specifications, design, image, graphic, sculptural work or other material furnished to Gable by or on behalf of Customer does not infringe any patent, copyright, trademark, right of publicity, privacy right, or other proprietary right of any other person, organization or entity. Customer will indemnify Gable and hold Gable harmless from and against all claims, demands, liabilities and expenses, including (without limitation) claims of infringement of patent, trademark, service mark, copyright or other proprietary right, invasion of privacy, or any other matter, arising from the use of any picture, image, mark, advertising copy, specifications or material furnished to Gable by Customer or prepared by Gable at Customer's request, including reasonable attorneys' fees and court costs.
- 7. Warranty/Disclaimer/Limitation of Liability**
- 7.1 Gable will endeavor to make delivery/install on the date(s) and in the manner specified in the Sales Order, but any delivery date given is an estimate only and in no circumstances shall time be of the essence with respect to the Sales Order. Delivery may be made in installments if Gable so requires. Except as otherwise set forth herein, all signs installed by Gable are guaranteed for a period of one (1) year from the date of installation against defective workmanship. This includes painted finishes and fabrication.
 - 7.2 All typical electrical components have guaranteed periods as set forth below under normal operating conditions for up to twelve (12) hours daily. (Electronic / Digital Displays are excluded from this disclaimer and are approved for 24 hour operation). Electrical signs that are lit for more than twelve (12) hours daily are excluded from this warranty. If twenty-four (24) hour operation is planned, an Extended Warranty is available upon request. The warranties hereunder are for transformers, ballasts, sockets, and wiring and neon housings, and include all labor and replacement parts.
 - 7.3 Warranty work performed during the term of this warranty period by anyone other than Gable or its authorized agents will void this warranty in full. All warranties are null and void in the event of non-payment of all or any sum due to Gable under the Sales Order. Due to the natural characteristics of wood, Gable does not warrant treated lumber against cracking and/or warping. The warranty also does not cover damage due to Customer's negligence, misuse, abuse, acts of vandalism, accidents, storm damage, or acts of God.
 - 7.4 Products that have been installed on high rise buildings or that require special rigging and reach equipment include a limited warranty that covers replacement parts as outlined in Section 7.4 below. Special rigging and/or reach equipment charges along with associated labor will be estimated prior to actual work, and final costs will be invoiced at completion of job. The Extended Warranty (when applicable) covers parts and labor only. Special rigging and/or rental equipment is not included when purchasing an Extended Warranty.
 - 7.5 For signs that are manufactured by Gable but installed by Customer or Customer's agent, warranty is limited to replacement parts associated with the malfunctioning component of the sign or other product delivered and if such replacement parts are not available, the warranty is limited to the cost of replacement parts only. It is the sole responsibility of Customer to pay for the required labor associated with installation or replacement of the warranted part. IN THE EVENT OF ANY BREACH OF THE WARRANTY MADE HEREIN, GABLE WILL, UPON REASONABLE NOTICE FROM CUSTOMER, EITHER REPLACE OR CORRECT THE AFFECTED GOODS OR REFUND THE PURCHASE PRICE PAID BY CUSTOMER TO GABLE FOR THE AFFECTED GOODS, AT GABLE'S OPTION. THE FOREGOING SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE UNDER ANY CIRCUMSTANCE.

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Customer Initials: _____

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7.6 Labor and parts warranty periods are as follows:

Description	Labor	Parts
a) Ballasts & Transformers	6 mo.	12 mo.
b) Neon Tubing	6 mo.	12 mo.
c) Sec. wiring, lamp sockets & fluor. lamps	3 mo.	3 mo.
d) Incandescent lamps	3 mo.	6 mo.
e) Photocells/time control devises	3 mo.	3 mo.
f) Workmanship - Parts and Labor	12 mo.	12 mo.
g) Electronic Message Signs	3 mo.	6 mo.
h) LED Modules	6 mo.	24 mo.
i) LED Power Supplies	6 mo.	12 mo.

7.7 THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND GABLE SPECIFICALLY DISCLAIMS ALL SUCH OTHER EXPRESS OR IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

7.8 GABLE WILL NOT BE RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXPENSES OF ANY KIND (EVEN IF GABLE HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES), ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, HOWEVER CAUSED, AND WHETHER BASED IN CONTRACT, TORT, PRODUCTS LIABILITY OR ANY OTHER THEORY OF LIABILITY REGARDLESS OF WHETHER GABLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, COSTS OR EXPENSES. CUSTOMER AGREES THAT NO CLAIM, SUIT OR ACTION, REGARDLESS OF FORM, ARISING FROM OR RELATING TO GABLE'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS AGREEMENT MAY BE BROUGHT OR ASSERTED MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. ANY LIABILITY OF GABLE TO CUSTOMER OR ANY OTHER PERSON, INCLUDING, WITHOUT LIMITATION, ANY LIABILITY FOR DAMAGES CAUSED OR ALLEGEDLY CAUSED BY ANY FAILURE OF PERFORMANCE OR ERROR, BREACH OF CONTRACT, BREACH OF WARRANTY, TORTIOUS BEHAVIOR, NEGLIGENCE, OR UNDER ANY OTHER CAUSE OF ACTION, SHALL BE STRICTLY LIMITED TO THE AMOUNT PAID BY CUSTOMER TO GABLE UNDER THE SALES ORDER. CUSTOMER WAIVES ANY CLAIM THAT IT MAY HAVE THAT THESE EXCLUSIONS DEPRIVE CUSTOMER OF AN ADEQUATE REMEDY.

7.9 Banners, flags and free hanging materials, including but not limited to awning valances, are expressly excluded from any and all Warranties.

7.10 Customer-supplied signage, banners, and other materials are neither warranted nor guaranteed by Gable. Gable shall not be responsible for any accidents and/or incidents resulting from installation or use of such materials.

7.11 All warranties granted to Customer by Gable are non-transferable.

8. Permits

8.1 Gable shall, at Customer's expense, obtain all licenses, permits or other authorizations necessary for the work to be performed by Gable. Unless a flat fee is listed on the Sales Order, all necessary licenses, permits or other authorization will be obtained by Gable on a time and material basis of \$85.00 per hour plus any city/county parking, road closure or other fees.

8.2 Engineer stamped drawings, when required by local ordinance, will be billed as an additional cost or quoted upon request.

8.3 Gable assumes no liability for preexisting violations of any government code, ordinance or regulation.

9. Installation Requirements; Customer Obligations

9.1 Electrical. Customer is responsible for providing dedicated 120-volt electrical circuit(s) (or such other electrical requirements as Gable directs) to the location of each sign as required. Gable will notify Customer of the quantity of circuits required. Each dedicated circuit must include a (third wire) ground wire (with "Absolute" ground) that has been properly grounded by a qualified and licensed electrician. Wiring must comply with 1996 NEC UL2161 standards. The Sales Order Total includes the final connection to the provided circuit(s) within three (3) feet of each designated sign location. Unless otherwise agreed in a writing signed by Gable, time control devices (e.g., time clocks, Photocells), including installation thereof, are Customer's sole responsibility and are not subject to this Sales Order. Where 120-volt primary electric is not available, additional costs will be incurred.

General Conditions of Proposal

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Salesperson: Lisa Cann

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- 9.2** Access. For remote transformers and letter installations, Customer is required to supply sufficient access work areas, including behind walls and recessed areas. Access must be maintained for future service and inspections. The cost to supply and installation of access doors is the sole responsibility of Customer and is outside the scope of this Sales Order.
- 9.3** Surface. Unless otherwise mutually agreed in a writing signed by Gable, installation of signs shall be on a wall surface consisting of common face brick, plywood, plasterboard, or the like. If wall surfaces such as glass, glazed brick, marble, granite, structural steel, or other similarly difficult surfaces for drilling of required holes on or through the walls are encountered, additional installation fees and expenses will be incurred.
- 9.4** Engineering; Structural Evaluation. Unless otherwise specified in the attached Sales Order, all required engineering fees for either concrete foundation and or existing building conditions (e.g., attachment to walls, structural integrity of partitions, roofs, walls, etc.) will be in addition to Gable's quoted price/costs. Additional costs to assess structural integrity of existing structures (e.g., buildings, walls, roofs, etc.) will be the sole responsibility of the Customer.
- 9.5** Ground-Mounted Signs. Installation of ground mounted signs is based on normal digging conditions. Should rock, asphalt, concrete or hidden obstacles be encountered, the installation price will be increased to compensate for additional cost.
- 9.6** Non-Standard Installation Conditions. Customer is solely responsible for any and all additional fees, costs, and expenses resulting from unusual or non-standard installation conditions, including, but not limited to: gravity footing, removal of unknown obstructions or existing foundation, irregular or uncommon excavations through concrete surfaces or procedures necessary to install freestanding signs, and multiple trips by the sign installation company due to lack of location preparedness. If requested, an estimate will be submitted for approval prior to completion of additional work related to non-standard installation conditions.
- 9.7** Inclement Weather. Gable reserves the right to make scheduling changes in the event that outdoor temperatures and/or climate conditions place its employees at risk, which determination shall be in Gable's sole discretion. Certain installations are dependent on weather conditions, including but not limited to the following: touch-up paint needs a minimum of 45-50 degree temperatures, which temperatures must be sustained until paint dries; applying vinyl to a cold or freezing surface should be avoided or delayed until outdoor temperatures are at least 45-50 degrees; concrete needs to be above-freezing; it is difficult to work in wind and rain when the temperature drops below freezing; snow or ice on sidewalks, roofs and parking lots prohibits safe and efficient work. It is Customer's responsibility to clear any areas where work will be performed from snow, ice or other interferences, or completion of the project will be delayed.
- 9.8** Irregularities. Gable shall not be responsible for any irregularities in installation solely due to installation conditions (and not the fault or negligence of Gable, its agents, representatives, employees or contractors), including but not limited to out-of-level walls and doors.
- 9.9** Installation During Normal Business Hours. Unless otherwise noted, all installation prices are based upon work being performed during Gable's regular business hours.
- 10. Storage; Removal and Disposal**

 - 10.1** Gable will make best efforts to remove signs/components without damage when customer requests these signs/components to be returned or if the customer requests Gable to store them for them for use later. However, Gable shall not be responsible for replacing or repairing signs/components that are damaged or altered, or for compensating Customer for any such damage, unless the damage can be shown to be the direct result of gross negligence on the part of Gable or its employees.
 - 10.2** If customer requests Gable to store them, a separate order will be created and a monthly recurring charge will be agreed to and will continue until the customer has either instructed Gable to return them (at customer's cost) or instructs Gable to dispose of them. Customer will be responsible for paying all applicable storage fees for signs and/or sign components stored at the Gable facility. A minimum charge of \$75.00 monthly will be invoiced. Actual storage fees will be based on size, weight, and/or whether indoor or outdoor storage is necessary.
 - 10.3** Gable will not be responsible for normal wear or weathering of items stored outside. By signing this Agreement and requesting Gable to store an item, you are agreeing to pay all applicable storage fees. Gable nor its insurance carrier will accept responsibility or liability for stored items when payments are not kept current or not paid in advance. Unless requested by Customer, all signs will be stored outside. Inside storage costs are higher than outside storage.
 - 10.4** In the event that Gable is requested to dispose of stored items, Customer will be responsible to pay all applicable labor and disposal fees in addition to storage fees.

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Customer Initials: _____

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11. Technical Site Evaluation

11.1 Technical Site Evaluation Fee includes a pre-manufacturing site visit to verify measurements, field Conditions, access, electrical service, and other mounting details. In the event that unforeseen conditions are discovered that will result in the modification of preliminary design, attachment method, electrical requirement, etc., which will add unexpected expenses, additional costs to customer will apply. A delay in site/building readiness preventing our Technical Site Evaluation, by Gable or others, does not exclude the possibility of additional fees due to unforeseen conditions.

12. Indemnification

12.1 Customer agrees to indemnify, defend and hold harmless Gable, its officers, directors, employees, agents and/or contractors, from and against any and all claims, liabilities, losses, damages, injuries, costs and expenses, including reasonable attorneys' fees, directly or indirectly arising from, relating to or connected in any manner with (a) any breach of this Agreement by Customer; or (b) the operation or use of the products and services provided by Gable hereunder.

13. Miscellaneous

13.1 The Sales Order and these General Terms and Conditions set forth the entire agreement between the parties. This Agreement shall be binding on and inure to the benefit of the heirs, executors, successors and permitted assigns of both parties.

13.2 All remedies provided herein are cumulative.

13.3 If any one or more of the provisions in this Agreement shall, for any reason, be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Agreement.

13.4 No term or provision of this Agreement may be waived, altered or amended except by a written instrument setting forth such changes, signed by both parties. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

13.5 Gable shall not be deemed in default of this Agreement to the extent that performance of its obligations or attempts to cure any breach are delayed or prevented by reason of any act of God, fire, natural disaster, accident, riots, acts of government, shortage of materials or supplies, or any other cause beyond the reasonable control of Gable. The parties agree to suspend performance until the event creating the force majeure is over. Gable shall not be liable for any loss or damage by reason of such failure or delay in performance caused by the force majeure.

13.6 This Agreement and performance hereunder shall be construed under the laws of the State of Maryland, without regard to its conflicts of laws principles. Customer specifically consents to the jurisdiction of the state and federal courts of the State of Maryland, with respect to any dispute arising between Customer and Gable under this Agreement or, in connection with any goods or services purchased by Customer from Gable, and agree that all actions shall be brought and maintained in such courts. In any action arising from or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its costs, including but not limited to reasonable attorneys' fees. The parties hereby waive trial by jury of any claim or defense in any action or proceeding arising hereunder.

13.7 Gable may assign or subcontract such part or parts of the Sales Order as it sees fit.

13.8 In the event of any conflict between the Sales Order and these General Terms and Conditions, the terms of the Sales Order shall prevail.

Customer Initials: _____



Quotation No. E079266-01

Proposed On: 08/30/17

Quote Expiration Date: 09/29/17

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Attn LYNN CANNON GROSSINGER MOTORS ARENA 101 S. MADISON STREET BLOOMINGTON, IL 61701	Site Loc GROSSINGER MOTORS ARENA 101 S. MADISON STREET BLOOMINGTON, IL 61701
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Project GROSSINGER MOTORS ARENA EXTERIOR SIGNA	By GALLO, MICHAEL
---	--------------------------

Phone 309-434-2661	Email lcannon@grossingermotorsarena.com	Cell Phone
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Ship Via	Terms 1/3 DOWN, NET 30	F.O.B. N/A
-----------------	-------------------------------	-------------------

Item	Qty	Type	Description	Unit Price	Extended
1	1 EA	LL-02	<p>-- Quote includes installation and for all (3) signs to install at same time. Also includes all design, pre-production & engineering drawings.</p> <p>Thank You For The Opportunity To Quote This Signage Project - We Hope To Partner With You On It</p> <p>EXTERIOR MISC EXTERIOR FACE-LIT ARENA MAIN ENTRANCE ID Drawing #: 79266_LL-02_C02 FABRICATE AND INSTALL (1) SET OF ILLUMINATED CHANNEL LETTERS. FEATURES: ALUMINUM CONSTRUCTION WITH PAINTED FINISHES, WHITE ACRYLIC FACES WITH VINYL FILM OVERLAYS, WHITE LED LIGHTING COMPONENTS. FABRICATED ALUMINUM RACEWAYS, PAINTED TO MATCH SCREEN WALL. ATTACHMENT POINTS TO MATCH SCREEN WALL FRAME. READING: Grossinger (7'0" HIGH X 26'8" LONG) MOTORS (1'2" HIGH) ARENA (1'6" HIGH) SIX BRAND LOGOS (SIZE VARIES)</p>	\$28,291.00	\$28,291.00
2	2 EA	LL-01	<p>EXTERIOR MISC EXTERIOR FACE-LIT ARENA NAME ID SIGNS Drawing #: 79266_LL-01_C01 FABRICATE AND INSTALL (1) SET OF ILLUMINATED CHANNEL LETTERS. FEATURES: ALUMINUM CONSTRUCTION WITH PAINTED FINISHES, WHITE ACRYLIC FACES WITH VINYL FILM OVERLAYS, WHITE LED LIGHTING COMPONENTS. FABRICATED ALUMINUM RACEWAYS, PAINTED TO MATCH SCREEN WALL. ATTACHMENT POINTS TO</p>	\$12,366.00	\$24,732.00

MILWAUKEE RALEIGH CHICAGO GRAND RAPIDS CHARLESTON ORLANDO PHOENIX CHARLOTTE INDIANAPOLIS



Quotation No. E079266-01

Proposed On: 08/30/17

Quote Expiration Date: 09/29/17

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Item	Qty	Type	Description	Unit Price	Extended
			MATCH SCREEN WALL FRAME. READING: Grossinger (4'6" HIGH X 17'5" LONG) MOTORS (9" HIGH) ARENA (1'0" HIGH)		
Subtotal					\$53,023.00
Sales Tax					\$763.53
Quote Total					\$53,786.53
<hr/> <div style="display: flex; justify-content: space-between;"> Submitted By: _____ Date: _____ Accepted By: _____ Date: _____ </div>					

MILWAUKEE RALEIGH CHICAGO GRAND RAPIDS CHARLESTON ORLANDO PHOENIX CHARLOTTE INDIANAPOLIS

TERMS AND CONDITIONS

- ✓ Price is valid until quote expiration date and is void thereafter
- ✓ It is Customer's responsibility to verify that all the information indicated in this contract is in agreement with that of the information shown on the Concept Drawing prior to signing either document. This would include, but is not limited to, sign size, color, verbiage, voltage and electronic message center specifications if applicable, etc.
- ✓ Sign Drawing is "Conceptual only" at this time. If this contract is accepted, "*Production*" drawings will be developed that may, or may not, alter the design elements and/or dimensions for construction purposes.
- ✓ State sales/use tax is not included unless noted.
- ✓ **ONLY Production** drawings, **NOT** "*Concept*" Drawings, are to be distributed by Customer to subcontractors for their use in the erection of any structures adjacent to signage.
- ✓ If for any reason **stamped** engineering drawings are required, the cost associated with obtaining them is "*additional*" to this contract.
- ✓ If any portion of proposed signage cannot be installed at the time fabrication is complete, **Poblocki Sign Company** agrees to delay installation for a maximum of (30) days. After (30) days, the project will be invoiced, less installation costs. Customer will then notify **Poblocki Sign Company** when Customer is ready to receive sign installation and this work will be performed and invoiced separately from sign fabrication.
- ✓ Charges in excess of the original installation costs may be incurred if additional trips to the site are required for installation done in phases. Storage charges may be incurred if signage remains on **Poblocki Sign Company** property longer than (60) days.
- ✓ If any non-stock materials are used in the fabrication of the above signs, **Poblocki Sign Company** cannot guarantee the availability and/or cost of such items should they require replacement or addition in the future.
- ✓ Unless otherwise stated, payment terms are as follows: 1/3 down, net 30.
- ✓ If a down payment is required, production of product will not take place until Poblocki Sign Company receives down payment from the Customer.
- ✓ A 2.5% processing fee will be added to the invoice total if paid by credit card.
- ✓ Permits will be billed at cost plus an hourly rate for procurement.
- ✓ Should the customer elect to cancel an order, the customer agrees to pay Poblocki 15% of the total dollar amount of the order plus all cost that has already been incurred on the project.
- ✓ The above prices are based upon quantities and design(s) indicated and must be accepted as a whole. Line items are not to be sold separately. Any change in quantity and/or design will result in a corresponding price adjustment.

TERMS AND CONDITIONS

(continued from previous page)

- ✓ All electric sign prices are based on 120 volt primary unless otherwise specified.
- ✓ Photocell to operate sign *is not* included.
- ✓ Installation of letters is based on standard wall conditions and depth.
- ✓ Proposal is contingent upon field survey to verify access behind wall for installation and future service of transformers and secondary wiring.
- ✓ Proposal is contingent upon field survey to verify access for installation vehicles and equipment.
- ✓ Proposal is contingent upon development and acceptance of engineering drawings.
- ✓ Customer to supply camera ready or digital artwork. Digital artwork must have all text in a "closed paths" or "outlined" format and bitmapped images must be in a "vected" format. Artwork not meeting these minimum requirements will incur additional charges to be converted by **Poblocki Sign Company** into a usable format.
- ✓ Proposal is based upon digging with power equipment through soil, **NOT** asphalt, concrete or rock. *"Extra charges"* will be incurred if hand digging or Hydro-Vac excavation is required due to highly volatile buried utilities.
- ✓ **Poblocki Sign Company is not responsible** for unforeseen below grade obstructions other than municipal utilities. This includes but is not limited to: back fill debris, rock, water and sewer laterals, pre-existing foundations, sprinkler systems and electrical service. Repairs or expenses are in addition to all prior contracts and agreements. Please inform **Poblocki Sign Company's** SERVICE DEPARTMENT of all known conditions.
- ✓ **Poblocki Sign Company** is not responsible for any landscaping restoration required due to installation vehicles or equipment.
- ✓ Cost of installation is not included in this quotation.
- ✓ Cost of electrical supply and/or connection not included in this proposal.
- ✓ Private utility location services by others.
- ✓ Unless otherwise stated, photocell to operate sign *is not* included.

STANDARD WARRANTY POLICY

- (1) to (90) Days: Complete coverage from the day of completion and acceptance of product and installation. Initial warranty period covers all parts, labor, materials, components, and workmanship.
- (91) Days to (1) Year: Covers all manufacturers' warranties on installed components, for parts only (i.e. lamp sockets, ballasts, transformers or power supplies.)
- This does not include lamps, neon units, labor, equipment or trip charges.
- (5) Years: Workmanship is covered for five (5) years.
- Workmanship is described as paint and vinyl adhesion, fabrication weldments and basic structural integrity.

Warranty Conditions

This Warranty applies to the Poblocki Sign Company hardware products sold by Poblocki Sign Company, its subsidiaries or affiliates (collectively referred to in this Warranty as "Poblocki") with this Warranty ("Poblocki Product").

This Warranty does not cover products manufactured by vendors other than Poblocki Sign Company.

Warranty Period begins on date of invoice and covers the Poblocki Product in capacities and durations listed above.

This Warranty does not cover damage caused by fire, negligence, vandalism, misuse or acts of God.

These terms and conditions constitute the complete and exclusive warranty agreement between you and Poblocki regarding the Poblocki Product you have purchased or leased. These terms and conditions supersede any prior agreements or representations, including representations made in Poblocki sales literature or advice given to you by Poblocki or an agent or employee of Poblocki that may have been made in connection with your purchase or lease of the Poblocki Product. No change to the conditions of this Warranty is valid unless it is made in writing and signed by an authorized representative of Poblocki.

Warranty assumes that end user follows recommended Poblocki maintenance and cleaning guidelines.

This Warranty will be rendered void and invalid if your Poblocki Product is serviced or has maintenance performed on it by any other contractor than Poblocki Sign Company.

For service or information on our Extended Care Program
please call our Service Department at 414-777-4261.



Bendsen

Signs & Graphics, Inc.

1506 E. McBride
Decatur, Illinois
62526
Phone: 217.877.2345
Fax: 217.877.2347
www.bsg1946.com

Project:
Grossinger Motors Arena

Address:
Bloomington, IL

Account Manager:
Jason Tompkins

Designer:
J.K.

Scale: N.T.S.

Design No. GMA_100

Date: 09-06-17

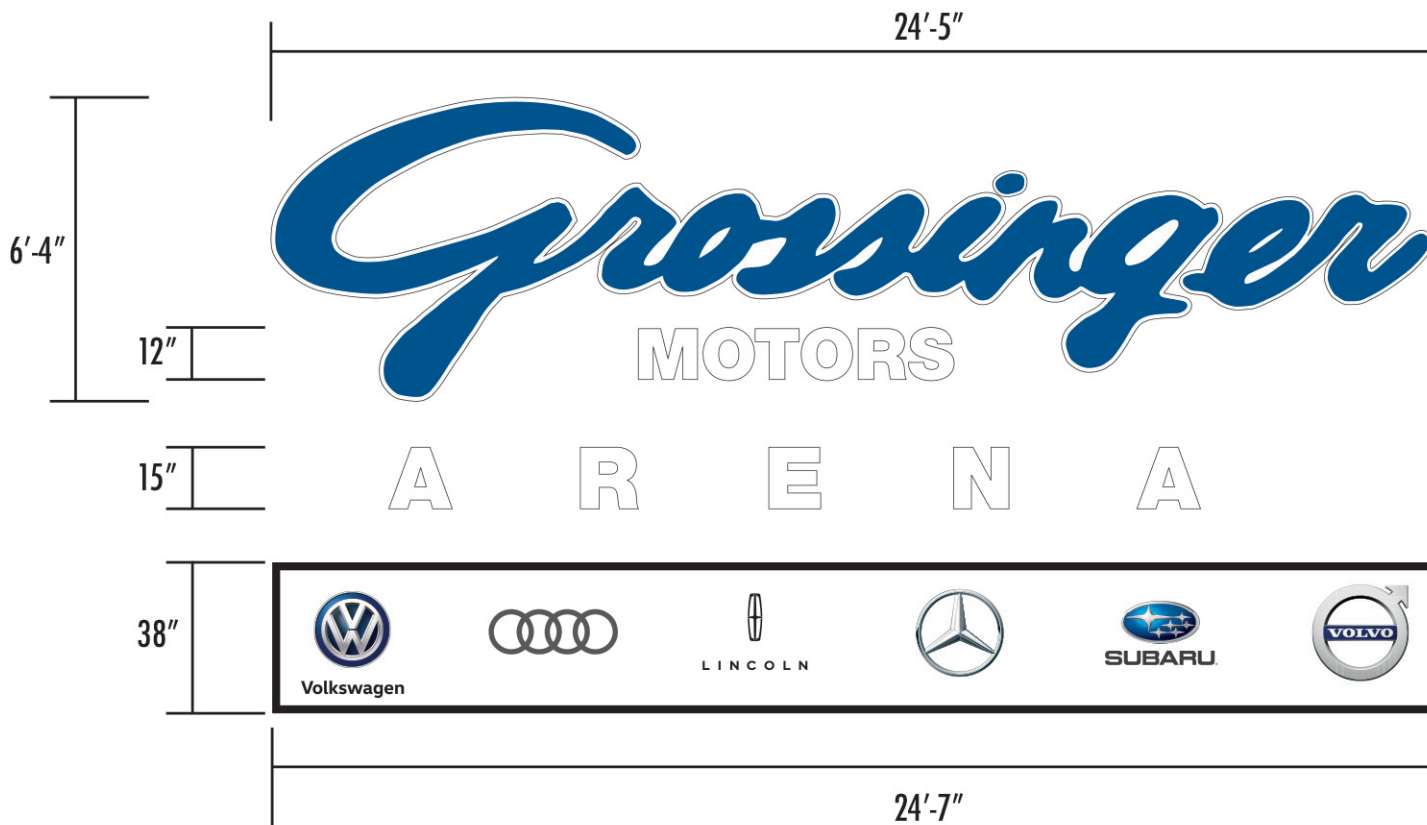
Revisions:
N/A

-APPROVALS-

ACCT. MANAGER	DATE
DESIGNER	DATE
CUSTOMER	DATE

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Bloomington, IL

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Jason Tompkins

Designer:
J.K.

Scale: N.T.S.

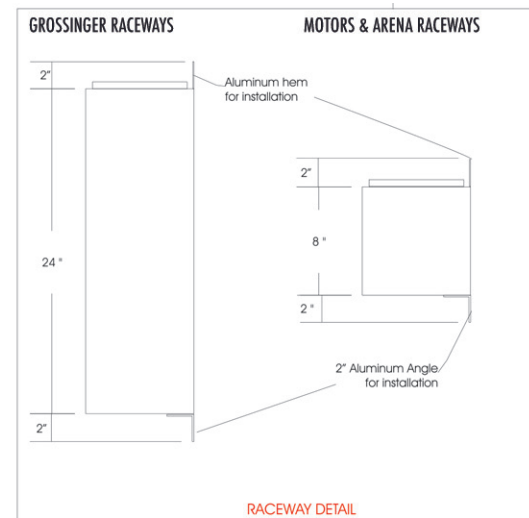
Design No. GMA_100a

Date: 09-06-17

Revisions:
N/A

Quantity: One (1) set of internally illuminated channel letters mounted on custom color raceway
Grossinger letters have white poly faces with first surface vinyl applied. White poly outline will be left
MOTORS and ARENA letters have white poly faces
Black trim caps and cans

The bottom cabinet has a digitally printed translucent flex face
Cabinet and retainers are painted black



-APPROVALS-	
ACCT. MANAGER	DATE
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 Decatur, Illinois
 62526
 Phone: 217.877.2345
 Fax: 217.877.2347
 www.bsg1946.com

Project:
 Grossinger Motors Arena
Address:
 Bloomington, IL

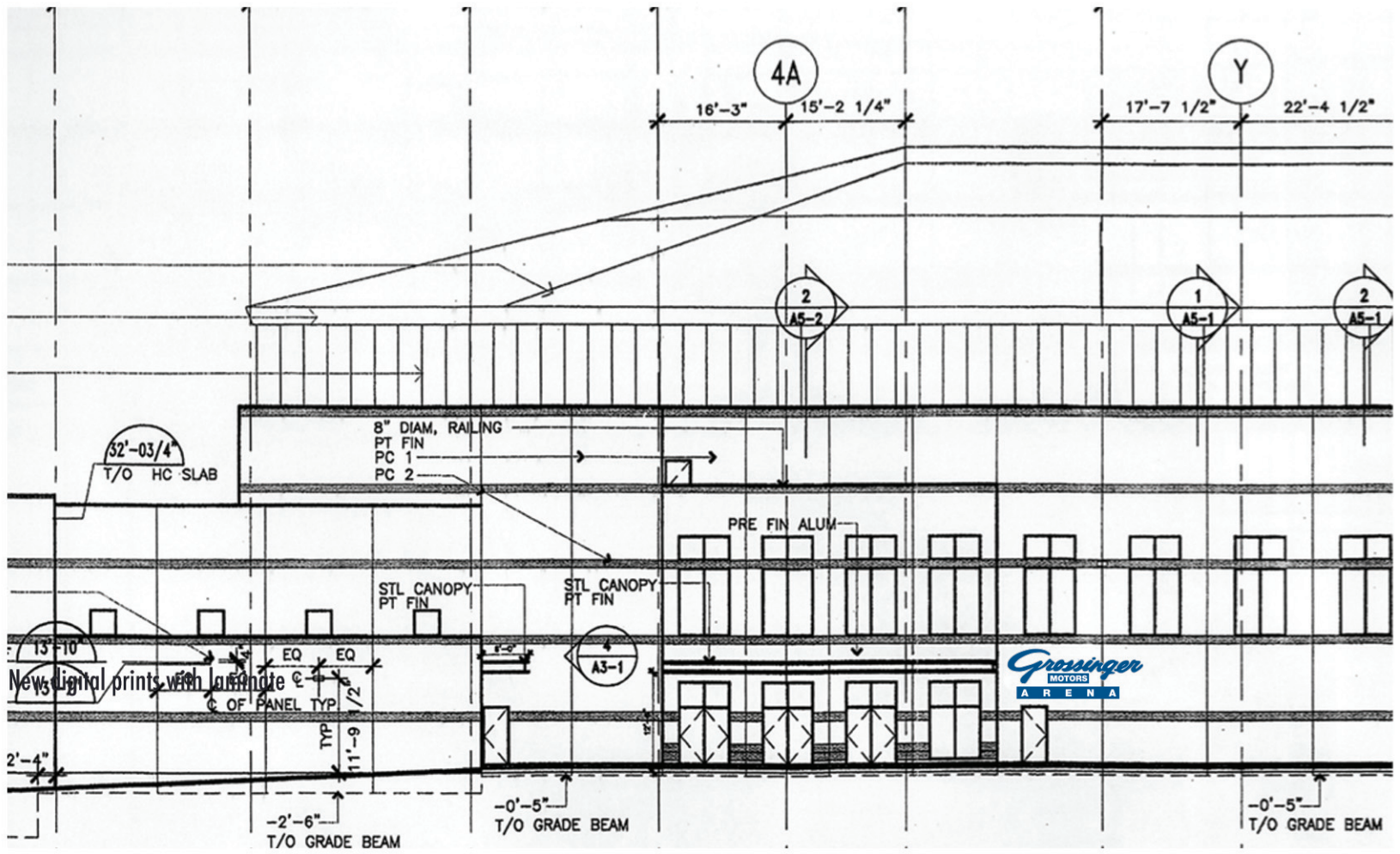
Account Manager:
 Jason Tompkins

Designer:
 J.K.

Scale: N.T.S.
Design No. GMA_103

Date: 09-06-17

Revisions:
 N/A



South elevation

Quantity: One (1) set of internally illuminated channel letters = Grossinger Motors and Arena letters are too small to be built as channel letters. These will be custom color cabinets routed out and backed with white poly

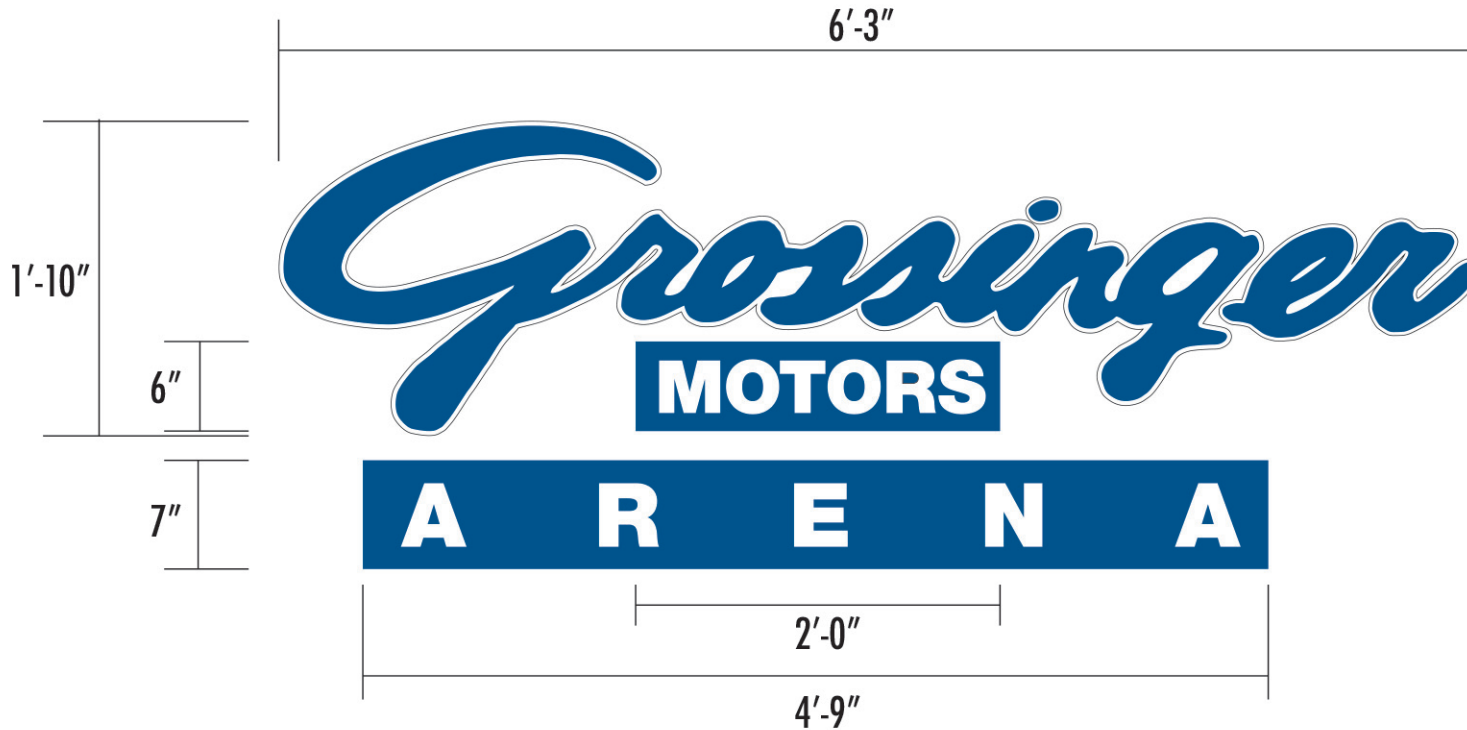


-APPROVALS-

ACCT. MANAGER	DATE
DESIGNER	DATE
CUSTOMER	DATE

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North & South Elevation

Quantity: Two (2) sets of internally illuminated channel letters = Grossinger Motors and Arena letters are too small to be build as channel letters. These will be custom color cabinets routed out and backed with white poly



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Project:
Grossinger Motors Arena

Address:
Bloomington, IL

Account Manager:
Jason Tompkins

Designer:
J.K.

Scale: N.T.S.

Design No. GMA_104.1

Date: 09-06-17

Revisions:
N/A

-APPROVALS-

ACCT. MANAGER	DATE
DESIGNER	DATE
CUSTOMER	DATE

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Address:
Bloomington, IL

Account Manager:
Jason Tompkins

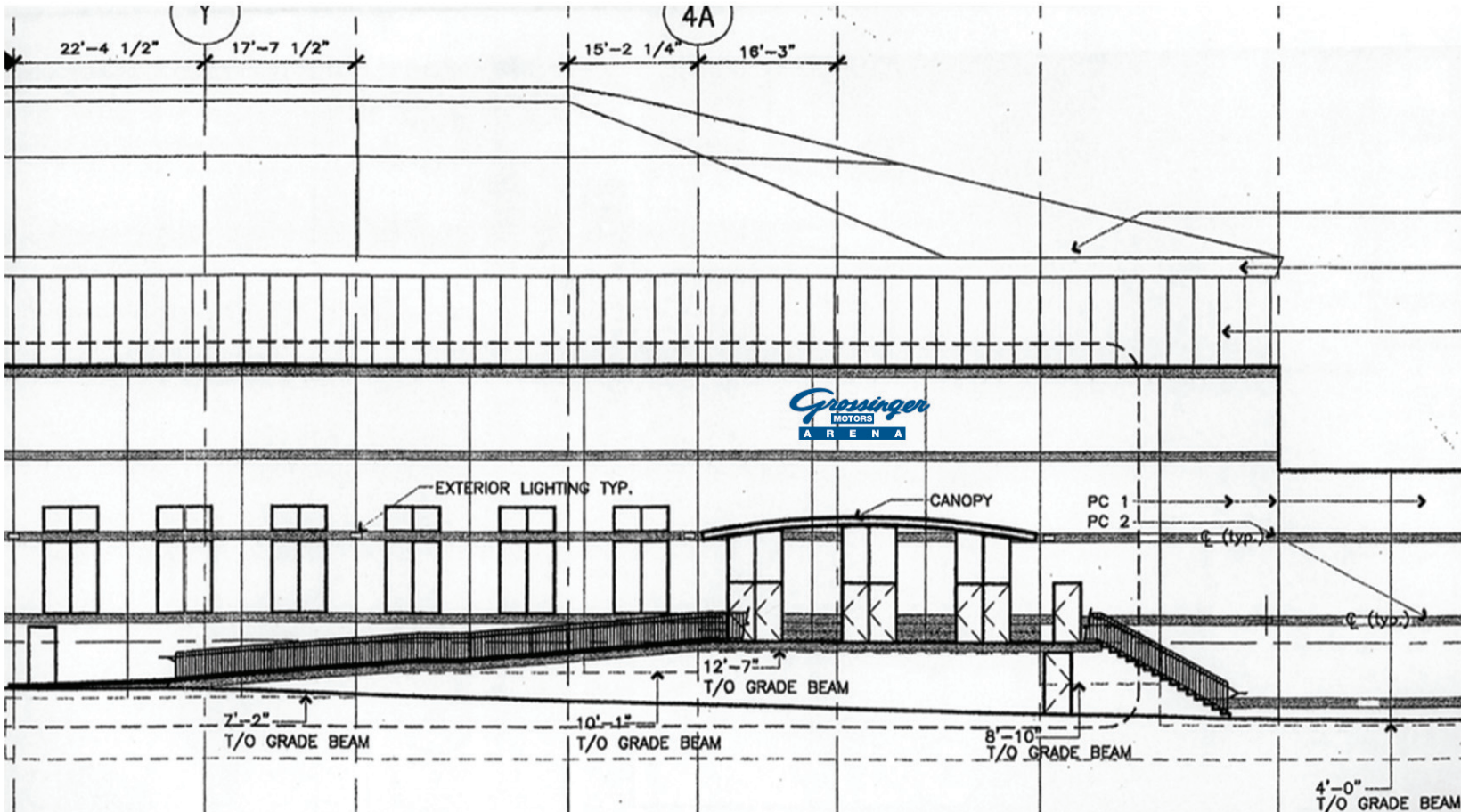
Designer:
J.K.

Scale: N.T.S.

Design No. GMA_104

Date: 09-06-17

Revisions:
N/A



North elevation

Quantity: One (1) set of internally illuminated channel letters = Grossinger Motors and Arena letters are too small to be build as channel letters. These will be custom color cabinets routed out and backed with white poly



-APPROVALS-

ACCT. MANAGER DATE

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DESIGNER DATE

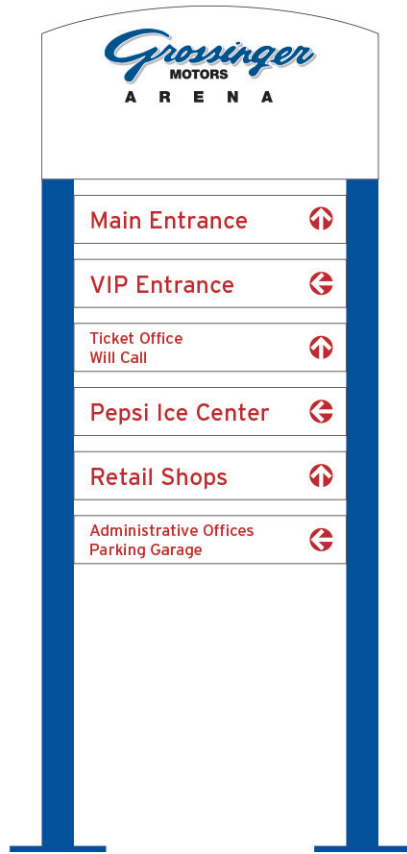
--	--

CUSTOMER DATE

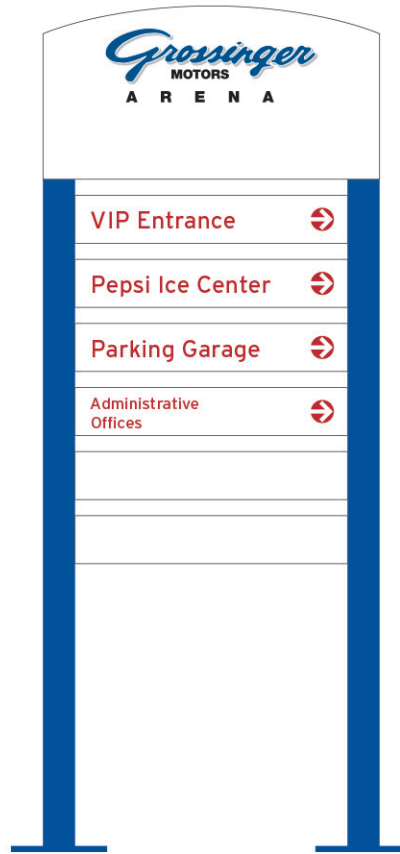
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Front



Back

Existing directionals
Full color digital prints with laminate cut out to shape - Grossinger Motors Arena

Bendsen
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62526
Phone: 217.877.2345
Fax: 217.877.2347
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Project:
Grossinger Motors Arena

Address:
Bloomington, IL

Account Manager:
Jason Tompkins

Designer:
J.K.

Scale: N.T.S.

Design No. GMA_101

Date: 09-06-17

Revisions:
N/A

-APPROVALS-	
ACCT. MANAGER	DATE
DESIGNER	DATE
CUSTOMER	DATE

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62526
Phone: 217.877.2345
Fax: 217.877.2347

www.bsg1946.com

Project:
Grossinger Motors Arena

Address:
Bloomington, IL

Account Manager:
Jason Tompkins

Designer:
J.K.

Scale: N.T.S.

Design No. GMA_105

Date: 09-06-17

Revisions:
N/A



Front



Back

Hanging Interior directionals
Full color digital prints with laminate cut out to shape - Grossinger Motors Arena

-APPROVALS-	
ACCT. MANAGER	DATE
DESIGNER	DATE
CUSTOMER	DATE

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Project:
Grossinger Motors Arena

Address:
Bloomington, IL

Account Manager:
Jason Tompkins

Designer:
J.K.

Scale: N.T.S.

Design No. GMA_102

Date: 09-06-17

Revisions:
N/A

New digital prints with laminate



EXISTING: Four (4)



EXISTING: One (1)

-APPROVALS-

ACCT. MANAGER	DATE
DESIGNER	DATE
CUSTOMER	DATE

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Decatur, IL 62526
217-877-2345 • www.bsg1946.com

PROPOSAL
Proposal #: 13660

Proposal Date: 09/21/17
Customer #: CRM003793
Page: 1 of 7

SOLD TO:	JOB LOCATION:
Grossinger Motors Arena 101 South Maddison Street Bloomington IL 61701	Grossinger Motors Arena 101 South Maddison Street Bloomington IL 61701 REQUESTED BY: Lynn Cannon

Bendsen Signs & Graphics (HEREINAFTER CALLED THE "COMPANY") HEREBY PROPOSES TO FURNISH ALL THE MATERIALS AND PERFORM ALL THE LABOR NECESSARY FOR THE COMPLETION OF:

QTY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	<p>QUOTE #5458 East Elevation Channel Letters Proposal Furnish and install one (1) set of custom fabricated, internally illuminated, channel letters spelling out "Grossinger" in custom font. The overall dimension of the lettering will be 6'4" tall x 24'5" long. The letters will be fabricated of aluminum with Lexan faces that are decorated with vinyl graphics. The letters will be pre-mounted to a raceway that will then attach to the existing screen of the front of the building. Please reference sketch number GMA_100.</p> <p>Furnish and install two (2) sets of custom fabricated, internally illuminated, channel letters spelling out "Motors" and "Arena" in custom font. The "Motors" letters measure 12" tall and the "Arena" letters measure 15" tall. The letters will be fabricated of aluminum with white Lexan faces. The letters will be pre-mounted to a raceway that will then attach to the existing screen of the front of the building. Please reference sketch number GMA_100.</p> <p>Furnish and install one (1) custom fabricated "brands" cabinet sign. The unit measures 38" tall x 24'7" long. The sign cabinet is fabricated of painted aluminum with a custom decorated flexible vinyl face. The cabinet will be illuminated with LED lighting units and will attached to the existing screen. Please reference sketch number GMA_100.</p> <p>Complete professional installation provided by Bendsen Signs and Graphics. Bendsen Signs will make all final electrical connections to the above noted signage. Electrical service shall be provided at the location of the sign by the customer. The proposal also includes a one (1) year warranty on all parts and labor.</p> <p>Bendsen Signs and Graphics acknowledges this project is subject to "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/1.01 et seq. Bendsen Signs will abide the prevailing wage act for our technicians on site. Certified payrolls will also be recorded and provided upon request.</p>	\$26,023.96	\$26,023.96
1	<p>QUOTE #5459 North and South Elevation Channel Letters Proposal Furnish and install two (2) sets of custom fabricated, internally illuminated,</p>	\$12,248.41	\$12,248.41

COMPANY INITIALS _____

CUSTOMER INITIALS _____



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217-877-2345 ▪ www.bsg1946.com

PROPOSAL
Proposal #: 13660

Proposal Date: 09/21/17
Customer #: CRM003793
Page: 2 of 7

channel letters spelling out "Grossinger Motors Arena". The "Grossinger" portion of the sign measures 1'10" tall x 6'3" wide with the remainder being proportionate. Due to the size of the lettering, the "Motors" and "Arena" portion will be channel letter cabinet style units with routed aluminum faces that are backed with white plex. This method is being used so there is not retainer system and the signs have clean lines. All of the units will be illuminated with LED lighting units. The "Grossinger" portion will be raceway mounted. Please reference sketch number GMA_103 and GMA_104.

Complete professional installation provided by Bendsen Signs and Graphics. Bendsen Signs will make all final electrical connections to the above noted signage. Electrical service shall be provided at the location of the sign by the customer. The proposal also includes a one (1) year warranty on all parts and labor.

Bendsen Signs and Graphics acknowledges this project is subject to "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/1.01 et seq. Bendsen Signs will abide the prevailing wage act for our technicians on site. Certified payrolls will also be recorded and provided upon request.

1	<p>QUOTE #5462 Interior Suspended Directory Replacement Panels Remove the existing panels on each side of the interior framework.</p>	\$13,358.63	\$13,358.63
---	---	-------------	-------------

Furnish and install replacement panels for six (6) interior suspended directory signs. The sign panels are cut is a customer shape and will be made of .125 painted aluminum. The panels will then be decorated with new vinyl and digitally printed graphics. Updated information to be placed on the sign provided by the customer.

Complete professional installation provided by Bendsen Signs and Graphics. The proposal also includes a one (1) year warranty on all parts and labor.

Bendsen Signs and Graphics acknowledges this project is subject to "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/1.01 et seq. Bendsen Signs will abide the prevailing wage act for our technicians on site. Certified payrolls will also be recorded and provided upon request.

1	<p>QUOTE #5465 Exterior Directory Replacement Panels Remove the existing panels on each side of the interior framework.</p>	\$9,304.28	\$9,304.28
---	---	------------	------------

Furnish and install replacement panels for three (3) double sided exterior freestanding directory signs. The sign panels are cut is a customer shape and will be made of .125 painted aluminum. The panels will then be decorated with new vinyl and digitally printed graphics. Updated information to be placed on the sign provided by the customer.



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PROPOSAL

Proposal #: 13660

Proposal Date: 09/21/17
Customer #: CRM003793
Page: 3 of 7

Complete professional installation provided by Bendsen Signs and Graphics. The proposal also includes a one (1) year warranty on all parts and labor.

Bendsen Signs and Graphics acknowledges this project is subject to "public work" within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/1.01 et seq. Bendsen Signs will abide the prevailing wage act for our technicians on site. Certified payrolls will also be recorded and provided upon request.

SUB TOTAL: \$60,935.28

ESTIMATED SALES TAXES: \$1,965.11

ALL MATERIAL IS GUARANTEED TO BE AS SPECIFIED, AND THE ABOVE TO BE IN ACCORDANCE WITH THE DRAWINGS AND OR SPECIFICATIONS SUBMITTED FOR THE ABOVE WORK AND COMPLETED IN A WORKMANLIKE MANNER FOR THE SUM OF:

TOTAL PROPOSAL AMOUNT: \$62,900.39

TERMS: 50.0% DOWN, BALANCE DUE ON COMPLETION

THIS PRICE DOES NOT INCLUDE ELECTRICAL HOOKUP, PERMITS, ENGINEERING OR TAX UNLESS SPECIFICALLY STATED.

NOTE: THIS PROPOSAL MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN 30 DAYS. WORK WILL NOT BEGIN UNTIL DOWN PAYMENT AND WRITTEN ACCEPTANCE IS RECEIVED.

ANY ALTERATION FROM THE ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS, WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE TO BE PAID BY THE PURCHASER.

TERMS AND CONDITIONS

1. UPON DEFAULT IN THE PAYMENT OF ANY SUMS HEREIN AGREED, Bendsen Signs & Graphics MAY, AT ITS OPTION, DECLARE THE ENTIRE BALANCE PRICE FULLY DUE AND PAYABLE WITHOUT FURTHER NOTICE TO CUSTOMER; AND WHEN DECLARED, CUSTOMER AGREES TO PAY INTEREST ON SAID BALANCE, WHEN DECLARED DUE AT THE RATE OF 1.5% PER MONTH. CUSTOMER FURTHER AGREES TO PAY ALL REASONABLE COSTS OF COLLECTION OF SAID BALANCE INCURRED BY THE COMPANY, INCLUDING ATTORNEY'S FEES.
2. BOTH PARTIES HERETO AGREE THAT THE TITLE TO SAID ELECTRICAL SIGN SHALL REMAIN IN THE COMPANY UNTIL PAID FOR IN FULL, BUT AFTER DELIVERY TO THE CUSTOMER ALL OF DAMAGE FROM FIRE OR OTHER CAUSES AFTER SAID DELIVERY SHALL BE ASSUMED BY SAID CUSTOMER AND WILL NOT EFFECT THE RIGHTS OF THE COMPANY TO ENFORCE OF THE PURCHASE PRICE THEN UNPAID.
3. IT IS FURTHER AGREED BY BOTH PARTIES THAT ALL PROVISIONS IN REGARD TO THE PROJECT ARE CONTAINED IN WRITING HEREIN.
4. ALL TERMS AND CONDITIONS OF THIS CONTRACT SHALL BE BINDING UPON ANY SUCCESSORS, ASSIGNEES OR OTHER LEGAL REPRESENTATIVES OF THE RESPECTIVE PARTIES BUT NO ASSIGNMENT SHALL BE MADE BY THE CUSTOMER WITHOUT THE CONSENT IN WRITING THE COMPANY UNLESS FULL PAYMENT OF THE TOTAL CONSIDERATION HAS BEEN MADE.
5. Bendsen Signs & Graphics SHALL SECURE ALL NECESSARY PERMITS FROM THE GOVERNING BOARD OR MUNICIPALITY, AND/OR OTHERS WHOSE PERMISSION IS REQUIRED FOR THE INSTALLATION OF THE SIGN AND SAID SHALL BE LIABLE FOR ANY OBSTRUCTION OF DELIVERY DUE TO DELAY IN OBTAINING SUCH PERMISSION, AND IF CUSTOMER EXECUTES THIS CONTRACT OF SALES WITHOUT EVER OBTAINING PERMISSION FROM PARTY OR PARTIES NECESSARY FOR THE INSTALLATION OF SAID SIGN, THEN HE PURCHASES SAME AND IS BOUND TO THE TERMS AND CONDITIONS OF THIS CONTRACT AS THOUGH HE HAD OBTAINED SAID PERMISSION AND HE AGREES TO RELIEVE THE COMPANY FROM ANY LIABILITY FOR ITS FAILURE WITHIN 10 DAYS OF DELIVERY TO ERECT OR INSTALL SAID SIGN. VARIANCES ARE NOT INCLUDED UNLESS OTHERWISE SPECIFIED.

COMPANY INITIALS _____

CUSTOMER INITIALS _____



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PROPOSAL

Proposal #: 13660

Proposal Date: 09/21/17
Customer #: CRM003793
Page: 4 of 7

- 6. CUSTOMER AGREES TO PROVIDE SERVICE FEED WIRE OF SUITABLE CAPACITY AND APPROVED TO LOCATION OF DISPLAY IN ADVANCE OF INSTALLATION, AND MAKE CONNECTION THEREOF TO DISPLAY.
- 7. WHEN PIER DRILLING IS NECESSARY, THE COMPANY WILL CONTACT DIG TESS TO LOCATE PUBLIC UTILITIES. LOCATION OF PRIVATE UTILITIES IS SOLE RESPONSIBILITY OF THE CUSTOMER. IN THE EVENT ROCK IS ENCOUNTERED IN THE DRILLING PROCESS, TO THE POINT WHERE SPECIAL EQUIPMENT IS REQUIRED, ADDITIONAL MONIES MAY BE REQUESTED IN WRITING BY THE COMPANY.
- 8. ALL PRODUCTS MANUFACTURED BY THE COMPANY ARE GUARANTEED UNCONDITIONALLY AGAINST DEFECTIVE PARTS, MATERIALS AND WORKMANSHIP, WITH EXCEPTION OF INCANDESCENT AND FLUORESCENT LAMPS AS THEY ARE NEVER GUARANTEED, FOR A PERIOD OF ONE YEAR (1) YEAR. FOR THE NEXT THREE HUNDRED THIRTY (330) DAYS, AND MATERIAL, WITH THE EXCEPTION OF THE LAMPS, WILL BE REPLACE AT NO COST TO THE BUYER FOR THIS MATERIAL. THE COST OF LABOR, HOWEVER, WILL BE CHARGED AT HOURLY RATES.

THIS PROPOSAL DOES NOT BECOME EFFECTIVE UNTIL SIGNED AND DATED BY THE COMPANY; ONCE SIGNED THIS PROPOSAL WILL EXPIRE AFTER 30 DAYS.

THE ABOVE PRICES, SPECIFICATIONS, AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.

SALESPERSON: _____

DATE: _____

ACCEPTED BY: _____

TITLE: _____

SIGNATURE: _____

DATE: _____

COMPANY INITIALS _____

CUSTOMER INITIALS _____



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: September 25, 2017

SUBJECT: Ratification of Contract with Local 362 Parking Enforcement from May 1, 2017 to April 30, 2019.

RECOMMENDATION/MOTION: That the Contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE:

Objective: d: City services delivery in the most cost-effective, efficient manner.
 e: Partnering with others for the most cost-effective service delivery.

BACKGROUND: On February 16, 2017, Local 362 and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement set to expire April 30, 2017. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties were able to reach Tentative Agreements on the following issues and the Union ratified the Tentative Agreements:

Wages

Wages. General wage increases, with retroactive pay for employees on payroll at the time the contract is signed, as follows:

2017 1.75%
2018 2%

Signing Bonus: \$400

New Position. Negotiated wage for new bargaining unit position of Parking Crewleader. The position has a significant increase in job responsibilities. The new wage rate is \$16.67 per hour.

Longevity Pay. The parties agreed to change the structure of longevity pay for all employees hired into City employment on May 1, 2017 or later. It was agreed that longevity increases will no longer be included in employee's base hourly rate and will not be recurring and compounding. The new longevity schedule will be paid in a one-time lump sum amount at the completion of each step as follows:

5 yrs. – \$1,500 paid in a gross lump sum payment at the conclusion of the employee's 5th anniversary year

10 yrs. \$2,000 paid in a gross lump sum payment at the conclusion of the employee's 10th anniversary year
15 yrs. \$2,500 paid in a gross lump sum payment at the conclusion of the employee's 15th anniversary year
20 yrs. \$3,000 paid in a gross lump sum payment at the conclusion of the employee's 20th anniversary year
25 yrs. \$3,500 paid in a gross lump sum payment at the conclusion of the employee's 25th anniversary year
30 yrs. \$4,000 paid in a gross lump sum payment at the conclusion of the employee's 30th anniversary year

Group Insurance – The following changes were made to insurance:

- Parties agreed to language that allows the City the exclusive right to make changes to carriers and alter or amend insurance plans. Union employees shall receive the same plan as non-bargaining unit employees.
- The parties agreed that Spouses/Domestic Partners who have access to medical insurance will be ineligible for City medical insurance (“ineligible spouses”). Medicare eligible spouse will continue to have access to City medical insurance, however they will be required to enroll in Medicare. Those Spouses/Domestic Partners on insurance at time of ratification will be grandfathered in for the 2018 plan year.
- Effective in 2019, those grandfathered employees who have ineligible spouses on the plan upon ratification of the agreement will receive \$1200 gross annually as long as their spouse continues to be ineligible for City medical coverage.
- Increase the life insurance benefit from \$25,000 to \$50,000.

Leave Benefits

Family and Medical Leave Act (FMLA) – Updated language that requires leave time to run concurrently with FMLA for employees who elect to substitute accrued Vacation or PC for a qualifying FMLA condition.

Temporary Reassignment - Ability to temporarily reassign an employee while taking medication that has adverse side effects. Such reassignment is based on the availability of work.

Scheduling Leave – The parties agreed that employees will not be allowed to schedule vacation more than six months in advance and no less than 48 hours in advance. The 48 hour notice, may be waived by the supervisor.

Miscellaneous Items

Representation and Bargaining- Removed reference to maintenance work from contract.

Paycheck Distribution – The parties agreed to move payday from a weekly to bi-weekly pay period upon receiving 45 days' notice from the City.

Promotions and Job Vacancies – Modified agreement on the selection of applicants for job vacancies in order to hire the most qualified candidate.

Grievance Procedure – Modified the grievance procedure to include ability for Supervisors to respond to employee grievances.

Drug and Alcohol Testing Permitted – Standardized language on drug and alcohol testing.

Employee Information – Modified agreement to provide additional information to the Union upon request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and Local 362 Parking Enforcement.

FINANCIAL IMPACT:

The financial impact of the tentative agreements includes:

- Increase in wages by 1.75% on May 1, 2017 and 2% in May 1, 2018. Estimated labor cost of these wage increases during the term of the contract for full-time employees is approximately \$7150, excluding roll-up costs.
- Total cost for a one-time signing bonus is \$1200.
- Addition of Parking Crewleader position is approximately an additional cost of \$6,366 during the term of the contract.
- The new longevity schedule for employees hired after May 1, 2017 is a long term savings for the City. Such change will reduce hourly rates, including overtime rates and reduce FICA, Medicare and IMRF expenses.
- Group Health Insurance potential savings of approximately \$7000 annually, plus the avoidance of any healthcare claims-related costs, if one Parking Enforcement employee who has a spouse currently on the City's medical plan removes applicable spouse as of January 1, 2019 forward.
- Life Insurance additional cost of \$128.40 annually for Parking Enforcement employees.
- Payroll Distribution will be an undetermined administrative cost savings for the departments as well as Human Resources staff.

COMMUNITY DEVELOPMENT IMPACT: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Asst. Human Resources Manager

Reviewed by: Nicole Albertson, Human Resources Manager

Financial & budgetary review by: Scott Rathbun, Interim Budget Manager

Legal review by:

Angela Fyans-Jimenez, Assistant Corporation Counsel

Recommended by:

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

David A. Hales
City Manager

Attachments:

- Local 362 Parking Enforcement, May 1, 2017 – April 30, 2019

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

And

LOCAL 362

LABORERS INTERNATIONAL UNION

PARKING ENFORCEMENT

May 1, 2017 - April 30, 2019

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A G R E E M E N T

This Agreement made and entered into this 1st day of May, 20~~15~~17, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the LOCAL 362, LABORERS INTERNATIONAL UNION (hereinafter referred to as the "Union"):

W I T N E S S E T H:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward the economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitution and laws of the State of Illinois,

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time parking enforcement ~~and maintenance~~ employed by the City.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check Off.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee covered by this Agreement the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable on the first paycheck of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be remitted to the Treasurer of the Union within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by Laborers Local #362.

I authorize and direct you to deduct said membership dues from the first paycheck of each month after the date this

assignment is delivered to you and to remit same to the Treasurer of Laborers Local #362.

This agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing within the last thirty (30) days of any contract year.

Date

Name

Section 2.2. Fair Share.

Non-probationary employees who are covered by this Agreement who are not members of the Union shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the non-member employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each non-member employee's share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later

become non-members of the Union shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of employee's fair share will be handled in a manner which complies with relevant constitutional procedures set out in Hudson v. Chicago Teachers Union Local 1.

Section 2.3. Indemnification.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

Section 2.4. Steward Clause.

The Business Manager may appoint one steward from within the bargaining unit membership, and immediately notify the employer's representative of the selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Steward will be permitted, with notification to their supervisor, reasonable time without loss of pay during working hours to process grievances.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employees against the City, involving the

meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit it in writing to his or her **Supervisor**/Department Head, who is designated for this purpose by the City. The **Supervisor**/Department Head shall give his or her written answer within ten (10) business days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within ten (10) business days after the designated **Supervisor**/Department Head's answer in Step 1. A meeting between the Human Resources Director, and/or his or her representative, and the Union Steward, Business Representative and/or grievant shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director, and/or his or her representative, and the Union. If no settlement is reached the Human Resources Director, and/or his or her representative, shall give the City's written answer to the Union within ten (10) business days following the meeting.

Section 3.2. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon

an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives. If either the City or the Union determines that time is of the essence in resolving the grievance, both parties shall agree on a deadline for hearing the matter and rendering a decision. If the arbitrator selected is unable to meet those deadlines, the parties shall contact the remaining arbitrators on the list, beginning with the last stricken until an arbitrator is found who can comply with the deadlines established.

Section 3.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the

specific issue submitted to him or her in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Unless otherwise jointly instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

Section 3.4. Expenses of Arbitration.

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 3.5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10)

business days after the employee through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union Representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive except Holidays.

ARTICLE 4 NO STRIKE AND NO LOCKOUT

Section 4.1. No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 4.2. No Lockout.

The City will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 5 HOURS OF WORK AND OVERTIME

Section 5.1. Application of This Article.

This Article shall not be construed as a guarantee of hours of work per day or per week.

Section 5.2. Regular Workday and Workweek.

The regular workday shall normally be 9:00 a.m. until 6:00 p.m., Monday through Friday for the employees working at the Parking Garage. The regular workday for employees driving the traffic routes will normally be from 7:30 a.m. until 4:00 p.m., Monday through Friday. The workdays and hours to which employees are assigned shall insofar as practicable be posted on department bulletin boards. Should it be necessary, in the interest of efficient operation, to establish daily or weekly work schedules departing from the regular workday or the regular workweek, notice of such change shall be given to the Union so far in advance as is reasonably practicable.

The regular workweek for full-time employees shall be forty (40) hours per week and such additional time as may from time to time be required in the judgment of the City and shall commence with the employee's first regular workday

commencing on or after Sunday of each week. Part-time employees are hired to work specific days and hours.

Switching of hours is not allowed unless requested in writing in advance and approved by the supervisor. Switching of hours pursuant to the preceding sentence shall not result in overtime.

Section 5.3. Overtime.

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours paid in excess of eight (8) hours per day or forty (40) hours per week; or in excess of five (5) consecutive days. Overtime shall be approved in advance by the employee's immediate supervisor. Scheduled overtime shall be filled by using the seniority principle.

Nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day, per week or per year. Overtime shall be calculated and paid to the nearest one-fourth (¼) of an hour.

Section 5.4. Breaks.

(a) Meal Breaks. Employees assigned to booth attendant duties are allowed one (1) daily uninterrupted meal break of sixty (60) minutes; all other employees are allowed one (1) daily uninterrupted meal break of thirty (30) minutes.

(b) Work Breaks. Employees are allowed, to take two (2) work breaks of fifteen (15) minutes during the duration of their day.

Section 5.5. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 6 WAGES AND LONGEVITY

Section 6.1. Wages.

Effective May 1, 201~~57~~, employees shall be paid wages ~~weekly~~ at an hourly rate which is ~~1.752.25%~~ higher than their ~~hourly~~ rate ~~prior to~~ on May 1, 2016 ~~4~~. Said new rate of pay incorporating longevity (if applicable) schedule~~s~~ is shown in Appendix "A" attached hereto.

Effective May 1, 201~~68~~, the rates of pay for employees covered by this Agreement will be increased by 2.~~25~~% over the May 1, 201~~57~~ ~~hourly rate salary~~. Said new rate of pay incorporating longevity (if applicable) schedules is shown in Appendix "A" attached hereto.

Retro pay for the 2017 contract negotiations will be payable for employees on payroll at the time the contract is signed by both parties. Such employees will also receive a one-time \$400 signing bonus.

Section 6.2. Longevity.

Employees hired into full-time City employment prior to May 1, 2017, and covered by this Agreement shall be entitled to longevity at the following rates:

<u>Years of Service</u>	<u>%</u>
5	5%
10	7%
15	9%
20	11%
25	13%
30	15%

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above, that will become effective on the employee's appropriate 5, 10, 15, 20, 25, and 30 year anniversary date. Anyone hired into City employment on May 1, 2017 or later shall not be eligible for longevity pay on their hourly rates. This shall include those currently or previously working in a part-time or seasonal capacity. Longevity for all new full-time hires shall be as follows:

5 years – \$1,500 paid in a lump sum payment at the conclusion of the employee's 5th anniversary year

10 years \$2,000 paid in a lump sum payment at the conclusion of the employee's 10th anniversary year

15 years \$2,500 paid in a lump sum payment at the conclusion of the employee's 15th anniversary year

20 years \$3,000 paid in a lump sum payment at the conclusion of the employee's 20th anniversary year

25 years \$3,500 paid in a lump sum payment at the conclusion of the employee's 25th anniversary year

30 years \$4,000 paid in a lump sum payment at the conclusion of the employee's 30th anniversary year

Section 6.3. Flex Cash Participation.

Nothing contained in this Agreement is understood by the parties or is to be construed by anyone else to preclude any employee covered by the Agreement, from voluntarily reducing his or her pay as provided in the Agreement pursuant to a salary reduction agreement in order to participate in the City of Bloomington's Flex Cash Plan.

Section 6.4. Direct Deposit.

All Parking Enforcement employees will be required to have direct deposit.

Section 6.5. Change from Weekly to Bi-weekly Payroll.

Employees shall be paid on a bi-weekly basis provided the City gives 45 days notice prior to the change. Such change will be effective 45 days after the notice.

ARTICLE 7 HOLIDAYS

Section 7.1. Number of Holidays.

The following days are holidays:

- | | |
|--------------------|------------------------|
| New Year's Day | Veteran's Day |
| M. L. King's B'day | Thanksgiving Day |
| Good Friday | Day after Thanksgiving |

Memorial Day
Fourth of July
Labor Day

Day before Christmas
Christmas Day
½ Day New Year's Eve

Section 7.2. Holiday on Scheduled Workday.

Full-time employees required to work the above holidays will be paid one and one-half (1½) their normal rate of pay, plus their regular eight (8) hours of pay for the holiday.

Section 7.3. Eligibility for Holiday Pay.

In order to receive pay for an observed holiday, an employee must have worked his or her regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday immediately after the holiday, unless said employee is on a paid leave status on either or both of said days.

ARTICLE 8 VACATION

Section 8.1. Length of Vacation.

Full-time employees who, based upon their anniversary date of hire, have worked for the City for a period of six (6) continuous months shall receive vacation as follows:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
6 months but less than 1 year	1 week
1 year but less than 2 years	1 week
2 Years, but less than 8 years	2 weeks

8 Years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

Section 8.2. Scheduling.

Vacations must be taken within the vacation year in which they are due, anniversary date to the next anniversary date. These vacations must be taken at the convenience of the department. An employee's vacation will begin at the end of his or her last scheduled workday. No more than one full-time parking attendant ~~or maintenance~~ employee shall be on vacation at any given time. Vacation may be broken down into no less than one-half (1/2) day increments. Employees shall be allowed to carry over one-half (1/2) of his or her vacation to the following year.

Section 8.3. Separations and Reinstatements.

Employees resigning voluntarily and who give reasonable notice of their intention to resign will receive any vacation credit earned as of the date of the resignation. Employees dismissed for incompetence or inefficiency will also receive all earned vacation. All earned vacation monies of employees who die in the service shall be paid to the spouse or estate of said individual.

ARTICLE 9 DISCIPLINE AND DISCHARGE

Section 9.1. Reason for Disciplinary Action.

The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable, or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public opinion recognize as just and sufficient cause for no longer holding the position. Employees shall have the right to request the presence of a Union Representative at the time that any discharge, disciplinary suspension or other adverse action is to be taken against the employee.

Section 9.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.

Grievances involving an employee's discharge or disciplinary suspension may be presented at Step 2 of the Grievance Procedure. The Grievance Procedure established in this Agreement shall be the exclusive procedure for contesting such discipline.

Section 9.3. Remedial Authority of Arbitrator in

Disciplinary Cases.

Should it be found that any employee has been unjustly disciplined or discharged, he or she shall be reinstated with seniority rights unimpaired and pay for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

Section 9.4. Drug and Alcohol Testing Permitted.

~~Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.~~

~~Post accident testing will be required when an employee is involved in an accident which results in a death or serious personal injury requiring immediate hospitalization or an accident which results in significant damage to government or private property.~~

~~An employee shall be considered under the influence of illegal drugs if a drug test discloses the presence of illegal drugs in the employee's blood or urine or evidence, based on~~

~~analysis of the employee's blood or urine, that illegal drugs have been metabolized by the employee.~~

~~—An employee shall be considered under the influence of alcohol if a test of the employee's breath or blood discloses a blood/alcohol content of .040 or more based upon the grams of alcohol per 100 milliliters of blood or 210 liters of breath.~~

Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.

An employee shall be considered under the influence of illegal drugs if a drug test discloses the presence of illegal drugs in the employee's blood or urine or evidence, based on analysis of the employee's blood or urine, that illegal drugs have been metabolized by the employee.

An employee shall be considered under the influence of alcohol if a test of the employee's breath or blood discloses a blood/alcohol content of .040 or more based upon the grams of alcohol per 100 milliliters of blood or 210 liters of breath.

Post Accident Testing.

As soon as practical following an accident involving a City vehicle or vehicle driven for City business, the employee driving the vehicle shall be tested for alcohol and controlled substances in the manner set forth by this Article:

- (1) If the accident involved the loss of human life; or
- (2) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- (3) One or more motor vehicles incurred damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle; or an accident which results in significant damage to government or private property.

An accident covered by the section shall be deemed to satisfy the reasonable suspicion standard.

Section 9.5. Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall notify the employee and Union Steward or Union Representative of the

objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that the employee may have.

Section 9.6. Tests to be Conducted.

In conducting the testing authorized by this Agreement, the City shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the ~~National Institute of Drug Abuse (NIDA)~~ HHS/SAMHSA;
- (b) ensure that the laboratory or facility selected conforms to all ~~NIDA~~ HHS/SAMHSA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee;
- (e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high

degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;

- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
- (g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director within seventy-two (72) hours of receiving the results of the tests;
- (h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the employee is

under the influence of alcohol, test results that show an alcohol concentration of .040 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;

- (j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;
- (k) insure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 9.7. Right to Contest.

The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 9.8. Temporary Reassignment.

Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporary reassigned with his or her current pay to other more suitable duties based on the availability of said work.

Section 9.89. Discipline and Voluntary Requests for Assistance.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found to be under the influence of alcohol, and all employees who voluntarily seek assistance, prior to notification of drug or alcohol testing, with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the employee discontinues his or her use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to random testing during hours of work during the period of "after-care".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

~~Employees who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporarily reassigned with his or her current pay to other more suitable duties.~~

Section 9.910. Removal of Adverse Material.

After three (3) years have elapsed following a written statement or disciplinary action and the employee remains in continuous active service and has received performance evaluations of satisfactory or better the City will, upon the written request to ~~Human Resources the Department Head~~ by the individual employee, remove all such documents from the employee's file. The documents will be placed in a file which is kept only for the purpose of retention of evidence in the event the City needs such records to defend itself. Such files

shall be maintained by and access limited to the Legal Department staff for the purpose of defending for Legal disputes.

ARTICLE 10 LEAVES

Section 10.1. Personal Convenience Leave.

Each full-time employee shall be granted sixteen (16) hours of Personal Convenience Leave each fiscal year (May 1 - April 30). Such Personal Convenience Leave may be taken in increments of fifteen minutes with prior approval of the supervisor, at the convenience of the employee. Personal Convenience Leave may not be accumulated from one fiscal year to another and will not be paid out to probationary employees at time of separation.

Section 10.2. Sick Leave.

Sick Leave may be used by an employee for his or her own injury or illness or for an injury or illness of the employee's spouse, child or dependent. Employees will be eligible to use up to twenty-four (24) hours of sick leave for the planned or unplanned surgery of their parent or step-parent in a fiscal year. This benefit shall be accrued by new employees from their date of hire at a rate of one (1) day each month up to a maximum of 960 hours of sick leave. All full-time employees shall have a base of sick leave as accumulated prior to the effective date of this Agreement. There shall be added to

that base one (1) sick day each month to a maximum of 960 hours of sick leave which shall be paid at full pay during the time of illness. Employees hired before May 1, 2009 who reach 960 hours of sick leave shall have 50% of their monthly unused accrued sick time paid into the Retirement Health Saving (RHS) account. Such contributions will be made on a monthly basis.

Sick Leave Buy Back. Employees hired before May 1, 2009 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave. Such sick leave up to a maximum of 1440 hours including any supplemental sick leave, if applicable, will be paid into the employee's Retirement Health Savings (RHS) account.

Absence of Three (3) Consecutive Days or More. For any absence of three (3) consecutive or more days unless sick leave abuse is suspected, Human Resources will require the employee to submit a statement from a medical professional stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her

employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse, child or dependent which causes an absence by the employee of three (3) consecutive or more days unless sick leave abuse is suspected, Human Resources will require a statement from a medical professional stating that he or she has treated the employee's spouse, child or dependent for the illness or disability which kept the employee from duty. The provisions of this paragraph shall not apply to an employee who is absent from work three (3) days or less unless sick leave abuse is suspected as detailed below.

Sick Leave Abuse. Sick employees are expected to remain at home unless hospitalized or visiting a doctor. Unfortunately, sick leave abuse sometimes occurs. The City and the Union agree that sick leave abuse is a very serious offense which constitutes cause for disciplinary action.

Employees who are suspected of abuse of sick leave may be required, as a condition of continued employment, to provide verification for all sick leave absences. If an employee is unable to provide verification of absences, discipline may be imposed. Some examples of sick leave abuse include, but are not limited to:

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays.
2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.

3. repeated use of sick leave benefits as they are earned.
4. use of more sick leave than accrued in any twelve (12) month period.
5. using sick leave and being seen engaged in activities which indicate ability to work.
6. Circumstances deemed inappropriate by the employee's supervisor.

Sick Leave and FMLA. To the extent that such employee or family member injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), the employee will be required to use accrued sick or other available leave time, which shall run concurrently with available FMLA time.

Section 10.3. Bereavement Leave.

Any eligible employee may be absent from work for a period of up to three (3) business days due to a death in the immediate family. Immediate family is defined as: mother, father (which includes stepparents or legal guardians); mother-in-law; father-in-law; husband; wife; sister; brother, sister-in-law; brother-in-law; child; grandchild or grandparents (on both sides). Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances.

The City of Bloomington will grant employees paid time off from work in the event of the death of someone close to them. The amount of time off will depend upon the circumstances, personal needs of the employee and the staffing needs of the

department. This is at the discretion of the Department Head or his or her representative. Every reasonable effort should be made by the employee to keep his or her supervisor informed of their schedule and minimize the disruption to the department.

Section 10.4. Job Injury Leave.

(a) An employee's eligibility for payment of sixty-five (65) job injury days leave will be dependent upon a determination of the State Industrial Commission, or by the applicable court if an appeal is taken from the State Industrial Commission. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees must have a doctor's note indicating they are unable to work in order to be eligible for job injury leave.

(b) Period Not Covered by Worker's Compensation. Charges shall be made against sick leave accrued for any waiting period not covered by Worker's Compensation.

(c) Use of Sick Leave and Vacation. After the payment and use of sixty-five (65) job injury days, charges shall be

made against sick leave accrued, if any; and the employee may elect to use his or her accumulated vacation after sick leave accrued is exhausted.

(d) Contested Injuries. Charges may be made against sick leave accrued, if any, in any case the City is contesting that the injury occurred on the job. In the event that the State determines in favor of the employee, sick leave up to the sixty-five (65) job injury days so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and for vacation leave.

(e) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a licensed physician and a release to work obtained.

Section 10.5. Military Leave.

Military leave, including reinstatement, shall be granted in accordance with applicable law.

Section 10.6. Jury Duty.

Any employee covered by this Agreement who is called for jury duty shall be excused from work for the days/hours on which he or she serves. He or she shall receive, for each day/hours of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and the payment he or she receives for jury duty. The eligible employee will present proof of duty and of the amount of pay received thereof. If the employees are released from jury duty prior to the end of their scheduled workday they shall contact their supervisor for reporting instructions.

Section 10.7. Leave Without Pay.

Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

- (a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.
- (b) Once a leave of absence has been granted, the employee may not return to work until the leave of

absence has expired. However, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the Department Head. If the leave was for a medical condition a medical release must be provided to Human Resources.

Section 10.8. Leave of Absence to Accept Full-time

Position with Union.

In the event an employee accepts full-time employment with the Union, he or she may apply for a leave of absence in accordance with Section 10.7 of this Agreement.

Section 10.9. FMLA and ADA.

~~The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. FMLA shall run concurrent with qualifying Job Injury and Sick Leave.~~ The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. Where an employee's or family member's injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), employees are required to use accrued sick leave time concurrently with FMLA. An employee may elect to substitute accrued PC or vacation leave which shall run concurrently with

FMLA. Employees will be responsible for obtaining the necessary paperwork.

Section 10.10. Wellness Day.

In the spirit of promoting wellness, employees will be eligible for one (1) day of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at anytime during the next fiscal year with approval of their Department Head. A Wellness Day cannot be rolled over into future years and must be used in a full day increment. In order to earn a Wellness Day an employee must accomplish the standards outlined in the Employee Handbook.

Section 10.11. Scheduled Leave Days.

All leave time scheduled must be requested at least 48 forty-eight hours in advance of the desired day off. Scheduled leave days cannot be requested more than (6) six months in advance and must be approved by the Supervisor. The (48) forty-eight hour notice may be waived with supervisor approval.

ARTICLE 11 SENIORITY

Section 11.1. Definition.

For purposes of this Agreement, seniority shall accrue from the last date of full-time continuous hire of an employee in the bargaining unit. Annually, the City will provide a list of

employees, with their name, address, **last four digits of their** social security number and date of hire to the Treasurer for Union and LIUNA purposes. The City will notify the Union of any new members of the bargaining unit. Bargaining unit employees shall notify the City of Bloomington and Local 362 of any address changes.

Section 11.2. Seniority Principle.

In all cases of **promotions**, layoffs when working forces are being decreased, and recalls when working forces are increased, where employees **are—substantially—equal qualifications and knowledge, skills and abilities are equal, only then shall in-ability**, seniority shall be the determining factor.

Section 11.3. Probationary Period.

Each employee shall be considered a probationary employee for his or her first six (6) months of continuous service, with a one month mutual extension, after which his or her seniority shall date back to his or her date of hire. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss.

Section 11.4. Promotions and Job Vacancies.

Whenever a full-time or part-time job vacancy develops or is expected to develop, the job will be posted within one (1) week whenever practical in a location designated by the City for five (5) working days for a bid by an employee in the bargaining unit. ~~Human Resources may also advertise job vacancies and receive applications from candidates outside the bargaining unit to consider in addition to employees. If more than one (1) qualified employee bids for the vacancy,~~ The City shall select the ~~successful~~ most qualified applicant. ~~in accordance with the seniority principle set forth in Section 11.2 of this Agreement. If no one in the bargaining unit bids on the position, the vacancy may be advertised outside the bargaining unit.~~

Section 11.5. Layoff and Recall Procedure.

In the event of a reduction in the working force, employees shall be laid off in accordance with the seniority principle set forth in Section 11.2 of this Agreement. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

Section 11.6. Termination of Seniority.

Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or
- (e) is laid off and fails to report for work within three (3) days after having been recalled; however, in the event the employee appears before the expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or
- (f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. Service broken under this Section may be re-established if the employee can show that extraordinary circumstances prevented his timely return.

ARTICLE 12 UNIFORMS AND CLOTHING

The City will furnish and maintain full-time employees, upon request with:

- 5 long sleeve shirts
- 5 golf-style shirts with collars and pockets
- 5 winter weight pants
- 5 summer weight pants or knee length shorts or any combination totaling five (5) pants or shorts
- 1 summer jacket or sweater
- 1 winter jacket
- 1 set of Car-Hart type coveralls

plus \$200.00 per year (paid in May and November) for walking shoes.

The City will provide five (5) raincoats to be stored in the Garage for use by employees during inclement weather. Uniforms remain property of the City, and are to be returned to the City or else the employee shall reimburse the City for uniforms if he or she leaves the bargaining unit. Patches and other identification identifying the person as a City employee shall be returned to the City upon termination of City employment. Uniforms provided will be replaced on a worn out basis.

ARTICLE 13 BENEFITS

Section 13.1. Physical Fitness Incentive.

The City of Bloomington will pay upon receipt of membership verification one hundred and fifty dollars (\$150) toward the annual dues at any physical fitness center designated by the City for any full-time or part-time employee covered by this Agreement who desires to receive such contribution.

Section 13.2. Group Insurance Plan.

The City shall provide such insurance plans for all such employees covered by this Agreement and their eligible dependents as prescribed within the terms and conditions of the policy or plan. The City reserves the exclusive right to change carriers, alter or amend the insurance plans based on changes in coverage or insurance cost. Employees covered by this Agreement will, however, during the term of this

Agreement, receive the same insurance plan coverage as other eligible non-bargaining unit City employees. The City reserves the right to introduce and eliminate additional medical insurance options, in addition to those that exist upon the ratification of the 2017 Agreement, at its sole discretion.

(a) The City agrees to pay eighty percent (80%) of the full health insurance premium for employee coverage and seventy-three (73%) of the full health insurance premium for dependent coverage ~~Employee +1~~ and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

Spouses/Domestic Partners who have access to medical insurance with their non-City employers (hereinafter “ineligible spouses”) will be ineligible for insurance on the City medical plans. Those employees who have spouses on the plan as of the 2017 contract ratification date will be grandfathered (see Appendix __) in for plan year 2018 coverage and will be eligible to keep such spouses on the plan until December 31, 2018. Spouses who are Medicare-eligible will be eligible to remain on the City plan, however they will be required to enroll in Medicare for primary coverage and City insurance shall be secondary.

For the plan year beginning January 1, 2019, any grandfathered employee (qualifications identified in previous paragraph) with an ineligible spouse who was on the City medical care plan for the previous plan year, shall receive an annual stipend of \$1,200.00 (gross), where the ineligible spouse has remained off the City medical care plan for the entire medical plan year. Once a grandfathered employee’s spouse is placed on the medical plan, the employee will no longer be eligible for the annual stipend, even if such spouse is determined to be ineligible at a later date. Such reimbursement shall be paid to the employee in the first quarter

of the next plan year. For example, if the ineligible spouse was on the City medical care plan for the 2018 plan year, the spouse will be ineligible to participate in the plan for the 2019 plan year and the employee shall be paid the \$1,200.00 stipend in the first quarter of calendar year 2020

(Example of Family Coverage: Full family coverage premium X 73% equals City share; full family coverage premium X 27% equals employees share.)

(b) The City agrees to pay fifty percent (50%) of the dental insurance premium for both employee and/or dependent coverage for group dental insurance under the City of Bloomington Dental Care Plan for all benefited employees.

(c) The City agrees to pay fifty percent (50%) of the vision insurance premium for both employee and/or dependent coverage for group vision insurance under the City of Bloomington Vision Care Plan for all benefited employees.

~~(d) In any year in which the total amount of medical/dental/vision benefits paid is more than one hundred fifty (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Care Plans.~~

~~—(e) No changes in the level of benefits shall be made except by mutual agreement of the parties unless triggered by the following paragraph.~~

Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably

believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act (“ACA”) and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage (“Cadillac Tax”) under the ACA or any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City’s Group Health Insurance plans. If such changes are deemed necessary by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes are instituted for all other City unrepresented employees.

If the City is required to pay an excise tax or penalty under the Affordable Care Act (“ACA”) or any similar state or federal legislation or regulation for any coverage options, then the employee’s monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the City.

(f) ~~The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Employee Group Insurance Plans.~~ The City agrees to provide \$50,000 in group term life insurance for each full-time employees.

Section 13.3. LIUNA Pension.

Effective May 1, 2000 the City will make a twelve cent (\$.12) per hour per employee contribution to LIUNA Pension. The employer contribution shall be increased an additional six cents (\$.06) per year per employee effective on November 1, 2001, November 1, 2002 and November 1, 2003. The final employer contribution rate will be thirty cents (\$.30) per hour per employee on November 1, 2003. Any additional pension increases will be paid by the City in lieu of wages which would otherwise have been paid to employees. Such increases shall be shown as an employer contribution. Employer contributions shall not be made for overtime hours.

ARTICLE 14 MANAGEMENT RIGHTS

Section 14.1. Management Rights.

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Parking Enforcement and maintenance in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the

operations and services of the Parking Enforcement and Maintenance Workers of the Department; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 14.2. Emergency Conditions.

If in the sole discretion of the Mayor it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, financial emergency, or other similar catastrophes, the provisions of this Agreement may be temporarily suspended by the Mayor or the City Council during the time of the declared emergency conditions; provided that wages shall not be suspended nor shall this Section limit an employee's right to invoke the Grievance Procedure over the issue of pay.

ARTICLE 15 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable

laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 16 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the Illinois Public Labor Relations Act as to:

- (1) the impact of the exercise of the City's management rights as set forth herein on any terms and conditions of employment; or
- (2) as to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

ARTICLE 17 MANAGED COMPETITION

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interests of efficiency, economy, improved work production, quality of work, customer service, emergency or for other sound efficiency or operational reasons.

Except where an emergency situation exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a significant deviation from past practice which will result in the layoff of one or more bargaining unit employees, the City will notify the Union and offer the Union an opportunity to meet and discuss, but not negotiate, the desirability of subcontracting such work. Following notice and an opportunity to meet, the City reserves the right to proceed with such layoff.

Effect of Managed Competition. Any employee who is laid off as a result of the City's decision to implement a layoff shall:

- a) Be paid for any earned but unused vacation and personal days . In the event that a laid off employee is recalled, he regains any accumulated sick time that existed prior to the layoff;
- b) Remain on the City's recall list for a period of six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year; and
- c) Be eligible for bid on vacant City positions while on the recall list provided the employee has the required knowledge, skill, ability and experience.

ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 20~~13~~17, and shall remain in full force and effect until the 30th day of April, 20~~15~~19. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

IN WITNESS WHEREOF, the parties hereto have set their hands this ____ ~~28~~th-day of ~~September~~, 20~~15~~17.

LABORERS INTERNATIONAL UNION LOCAL 362:

/s/ _____

/s/ _____

/s/ _____

GREAT PLAINS LABORERS' DISTRICT COUNCIL

CITY OF BLOOMINGTON, ILLINOIS:

/s/ _____

/s/ _____

/s/ _____

APPENDIX "A"- WAGE TABLES

Local 362 Parking Enforcement

MAY 1, 2017- APRIL 30, 2018							
1.75% Increase							
Employees hired prior to May 1, 2017							
	<u>Base</u>	<u>5 Yrs.</u>	<u>10 Yrs.</u>	<u>15 Yrs.</u>	<u>20 Yrs.</u>	<u>25 Yrs.</u>	<u>30 Yrs.</u>
		<u>5%</u>	<u>7%</u>	<u>9%</u>	<u>11%</u>	<u>13%</u>	<u>15%</u>
Part-time & Full-time							
Parking Enforcement	\$15.17	\$15.93	\$16.23	\$16.54	\$16.84	\$17.14	\$17.45
Parking Crewleader	\$16.67	\$17.50	\$17.84	\$18.17	\$18.50	\$18.84	\$19.17
Employees hired on or after May 1, 2017							
	<u>Base</u>						
Part-time & Full-time							
Parking Enforcement	\$15.17						
Parking Crewleader	\$16.67						
MAY 1, 2018- APRIL 30, 2019							
2% Increase							
Employees hired prior to May 1, 2017							
	<u>Base</u>	<u>5 Yrs.</u>	<u>10 Yrs.</u>	<u>15 Yrs.</u>	<u>20 Yrs.</u>	<u>25 Yrs.</u>	<u>30 Yrs.</u>
		<u>5%</u>	<u>7%</u>	<u>9%</u>	<u>11%</u>	<u>13%</u>	<u>15%</u>
Part-time & Full-time							
Parking Enforcement	\$15.47	\$16.25	\$16.56	\$16.87	\$17.18	\$17.48	\$17.79
Parking Crewleader	\$17.00	\$17.85	\$18.19	\$18.53	\$18.87	\$19.21	\$19.55
Employees hired on or after May 1, 2017							
	<u>Base</u>						
Part-time & Full-time							
Parking Enforcement	\$15.47						
Parking Crewleader	\$17.00						

APPENDIX "B"- LIUNA TENTATIVE AGREEMENT

City of Bloomington and Laborers Local 362 Parking Attendants

Tentative Agreement

1. The City and Union agree to select the "Preferred Schedule" from the LIUNA funding rehabilitation plan. The selection of the Preferred Schedule will be retroactive to February 1, 2011.
2. All contributions to the LIUNA pension will be funded as described in Section 13.3 of the Parking Attendants agreement. The City's contributions to the fund shall not be increased beyond the amounts described in those sections of the agreements. Increases in the pension costs will be paid in lieu of wages which would otherwise have been paid to the employees.
3. Retroactive cost increases that are greater than the City's contribution limit will be deducted from the employees' paychecks.
4. Upon ratification of this agreement by the City Council and the Union membership, the parties will execute the attached addendum to the collective bargaining agreements.

APPENDIX "B"- LIUNA TENTATIVE AGREEMENT CON'T

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:

1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement, except that the City's contribution rates shall be governed by Section 13.3 of the bargaining agreement.
2. The current contribution rate to the Pension Fund of \$.30 per hour shall be increased by 10% to the rate of \$.33 per hour effective February 1, 2011. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny). The City's portion of this contribution rate shall be governed by Section 13.3 of the bargaining agreement.
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred Schedule goes into effect for the group, not on the increased rates required by this Schedule.

APPENDIX "B"- LIUNA TENTATIVE AGREEMENT CON'T

- b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's' \$5,000 death benefit.
- c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
- 4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
- 5. This Addendum shall be effective as of, February 1, 2011, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:

FOR THE UNION:

Signature: 

Name: Anthony Perry

Position: Business Manager Date: 5/16/12

FOR THE EMPLOYER:

Signature: 

Name: Stephen F. Stockton

Position: Mayor Date: May 15, 2012

Appendix C – Employee Grandfather for Insurance

The following employees are grandfathered employees as identified in Section 13.2 Group Insurance Plans:

- Tom Ricker



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: September 25, 2017

SUBJECT: Ratification of Contract with Local 362 Support Staff from May 1, 2017 to April 30, 2017.

RECOMMENDATION/MOTION: That the Contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE:

Objective: d: City services delivery in the most cost-effective, efficient manner.
 e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On February 28, 2017, Local 362 and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement set to expire on April 30, 2017. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties were able to reach Tentative Agreements on the following issues and the Union ratified the Tentative Agreements:

Wages

Wages. General wage increases with retroactive pay as follows:

2017 1.75%
2018 2%

Signing Bonus: \$400

Longevity Pay. The parties agreed to change the structure of longevity pay for all employees hired into City employment on May 1, 2017 or later. It was agreed that longevity increases will no longer be included in employee's base hourly rate and will not be recurring and compounding. The new longevity schedule will be paid in a one-time lump sum amount at the completion of each step as follows:

5 yrs. – \$1,500 gross paid in a lump sum payment at the conclusion of the employee's 5th anniversary year
10 yrs. \$2,000 gross paid in a lump sum payment at the conclusion of the employee's 10th anniversary year
15 yrs. \$2,500 gross paid in a lump sum payment at the conclusion of the employee's 15th anniversary year

20 yrs. \$3,000 gross paid in a lump sum payment at the conclusion of the employee's 20th anniversary year
25 yrs. \$3,500 gross paid in a lump sum payment at the conclusion of the employee's 25th anniversary year
30 yrs. \$4,000 gross paid in a lump sum payment at the conclusion of the employee's 30th anniversary year

Group Insurance – The following changes were made to insurance:

- Parties agreed to language that allows the City the exclusive right to make changes to carriers and alter or amend insurance plans. Union employees shall receive the same plan as non-bargaining unit employees.
- The parties agreed that Spouses/Domestic Partners who have access to medical insurance will be ineligible for City medical insurance (“ineligible spouses”). Medicare-eligible spouses will continue to have access to City medical insurance, however they will be required to enroll in Medicare. Those Spouses/Domestic Partners on insurance at time of ratification will be grandfathered in for the 2018 plan year.
- Effective in 2019, those grandfathered employees who have ineligible spouses on the plan upon ratification of the agreement will receive \$1200 gross annually as long as the employee's spouse continues to be ineligible for City medical coverage.
- Increase the life insurance benefit from \$25,000 to \$50,000.

Leave Benefits

Personal Convenience (PC) Leave - PC time will no longer be paid at time of separation. PC accrual for new employees hired between November 1st and March 30th was reduced from 16 hours to 8 hours. Employees hired in April will be ineligible for such time until their annual accrual on May 1. These reductions will occur in the new employees first year of employment only.

Family and Medical Leave Act (FMLA) – Updated language that requires leave time to run concurrently with FMLA for employees who elect to substitute accrued Vacation or PC for a qualifying FMLA condition.

Miscellaneous Items

Paycheck Distribution – The parties agreed upon 45 day notice to move the payday from Thursday to Friday.

Vacation Scheduling – The parties agreed that employees will not be allowed to schedule vacation more than one year in advance and no less than 24 hours in advance. The 24 hour notice, may be waived by the supervisor.

Grievance Procedure – Modified the grievance procedure from a three step process to a two-step process. Deadlines were modified for responses to grievances from 5 business days to 10 business days.

Drug and Alcohol Testing Permitted – Updated language and included provision for Post-Accident Testing.

Employee Information – Modified agreement to provide information to the Union upon request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Council and Local 362 Support Staff.

FINANCIAL IMPACT:

The financial impact of the tentative agreements includes:

- Increase in wages by 1.75% on May 1, 2017 and 2% in May 1, 2018. Estimated labor cost of these wage increases during the term of the contract for full-time employees is approximately \$58,924, excluding roll-up costs.
- Total cost for a one-time signing bonus is \$10,800.
- The new longevity schedule for employees hired after May 1, 2017 is a long term savings for the City. Such change will reduce hourly rates, including overtime rates and reduce FICA, Medicare and IMRF expenses.
- Group Health Insurance potential savings of approximately \$28,000 annually, plus the avoidance of any healthcare claims-related costs, if 4 of 7 Support Staff employees who have a spouse currently on the City’s medical plan remove their applicable spouses as of January 1, 2019 forward.
- Life Insurance additional cost of \$963 annually for Support Staff employees.
- Personal Convenience Leave changes will result in a cost savings by reducing eligible time off as well as time that is paid to an employee at separation.

COMMUNITY DEVELOPMENT IMPACT: Not applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not applicable

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Asst. Human Resources Manager

Reviewed by: Nicole Albertson, Human Resources Director

Financial & budgetary review by: Scott Rathbun, Sr. Budget Manager

Legal review by: Angela Fyans-Jimenez, Assistant Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- Local 362 Support Staff Contract, May 1, 2017 – April 30, 2019

AGREEMENT

Between

CITY OF BLOOMINGTON

BLOOMINGTON, ILLINOIS

and

LOCAL 362

LABORERS INTERNATIONAL UNION

SUPPORT STAFF

May 1, 2017 - April 30, 2019

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AGREEMENT

This Agreement made and entered into this 1st day of May, 20~~15~~17, by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and LOCAL 362, LABORERS INTERNATIONAL UNION (hereinafter referred to as the "Union"):

WITNESSETH:

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward the economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitution and laws of the State of Illinois.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1 RECOGNITION

Section 1.1. Representation and Bargaining Unit.

The City recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time support staff, excluding supervisors, probationary employees, temporary employees and all other employees of the City.

ARTICLE 2 UNION SECURITY

Section 2.1. Dues Check Off.

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an employee covered by this Agreement the monthly dues in the amount payable by him or her as certified by the Union to the City. Deductions shall be made from earnings payable on the first paycheck of each month beginning with the first month immediately following the date of receipt of such authorization. Such deduction shall be remitted to the Treasurer of the Union within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

AUTHORIZATION FOR PAYROLL DEDUCTION

TO: CITY OF BLOOMINGTON, ILLINOIS

I hereby request and authorize you to deduct from my earnings the monthly Union membership dues established by Laborers Local #362.

I authorize and direct you to deduct said membership dues from the first paycheck of each month after the date this assignment is delivered to you and to remit same to the Treasurer of Laborers Local #362.

This agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing within the last thirty (30) days of any contract year.

Date

Name

Section 2.2. Fair Share.

Non-probationary employees who are covered by this Agreement who are not members of the Union shall be required to pay in lieu of dues, their proportionate fair share in accordance with P.A. 83-1012 of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Union, shall be deducted by the City from the earnings of the nonmember employees and shall be remitted monthly to the Union at the address designated in writing to the City by the Union. The Union shall advise the City of any increase in

fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember employee's share shall not exceed dues uniformly required of Union members. Employees who are members of the Union who later become nonmembers of the Union shall also be subject to the terms of this provision.

The Union assures the City that any objections made to it regarding payment of employee's fair share will be handled in a manner which complies with relevant constitutional procedures set out in Hudson v. Chicago Teachers Union Local 1.

Section 2.3. Indemnification.

The Union agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City under the provisions of this Article.

ARTICLE 3 GRIEVANCE PROCEDURE

Section 3.1. Definition and Procedure.

A grievance is a dispute or difference of opinion raised by one (1) or more employees against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. Forms may be obtained at the Human Resources Department. A grievance shall be processed in the following manner:

STEP 1: Any employee who has a grievance shall submit it in writing to his or her ~~supervisor,~~ ~~Department Head~~ who is designated for this purpose by the City. The ~~supervisor,~~ ~~Department Head~~ shall give his or her written answer within ~~five~~ ~~(5)~~ ~~ten~~ (10) business days after such presentation.

STEP 2: If the grievance is not settled in Step 1 and the employee wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to ~~the Department Head~~ ~~the Human Resources Director~~ and/or his or her representative within ~~five~~ ~~(5)~~ ~~ten~~ (10) business days after the ~~designated supervisor's~~ ~~Department Head's~~ answer in Step 1 and shall be signed by both the employee and the Union Steward. ~~The Department Head, or his or her representative, shall discuss the grievance within five (5) business days with the Union Steward or the Union representative at a time mutually agreeable to the parties. The Department Head, or his or her representative, shall give the City's written answer to the Union within five (5) business days following their meeting.~~

STEP 3: ~~If the grievance is not settled in Step 2 and the Union desires to appeal, it shall be~~

~~referred by the Union in writing to the Human Resources Director within five (5) business days after the designated Department Head's answer in Step 2.~~ A meeting between the Human Resources Director, and/or his or her representative, and the Union Steward, Business Representative and/or grievant shall be held at a time mutually agreeable to the parties. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director, or his or her representative, and the Union. If no settlement is reached the Human Resources Director, or his or her representative, shall give the City's written answer to the Union within ~~five (5)~~ **ten (10)** business days following the meeting.

Section 3.2. Arbitration.

If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration within seven (7) business days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal

Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Union shall have the right to strike two (2) names from the panel. The party requesting arbitration shall strike the first two (2) names; the other party shall then strike two (2) names. The remaining person shall be the arbitrator. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives. If either the City or the Union determines that time is of the essence in resolving the grievance, both parties shall agree on a deadline for hearing the matter and rendering a decision. If the arbitrator selected is unable to meet those deadlines, the parties shall contact the remaining arbitrators on the list, beginning with the last stricken until an arbitrator is found who can comply with the deadlines established.

Section 3.3. Authority of Arbitrator.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He or she shall consider and decide only the specific issue submitted to him or her in writing by the City and the Union and shall have no authority to make a decision on any other issue not so submitted to him or her.

The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Unless otherwise jointly instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on all parties.

Section 3.4. Expenses of Arbitration.

The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

Section 3.5. Time Limit for Filing.

No grievance shall be entertained or processed unless it is submitted within ten (10) business days after the occurrence of the event giving rise to the grievance or within ten (10) business days after the employee through the use of

reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limit in each Step may be extended by mutual written agreement of the City and Union representatives involved in each Step. The term "business days" as used in this Article shall mean the days Monday through Friday inclusive except Holidays.

ARTICLE 4 STEWARD CLAUSE

The Business Manager may appoint one steward from within the bargaining unit membership, and immediately notify the employers representative of the selection, whose duty it will be to see to it that this contract is adhered to and that all work coming under the jurisdiction of the Union is performed by employees covered by this Agreement. The Steward will be permitted, with notification to their supervisor, reasonable time without loss of pay during working hours to process grievances.

ARTICLE 5 NO STRIKE AND NO LOCKOUT

Section 5.1. No Strike.

Neither the Union nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

Section 5.2. No Lockout.

The City will not lockout any employee during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE 6 HOURS OF WORK AND OVERTIME

Section 6.1. Normal Workweek.

The normal workweek shall consist of forty (40) hours of work. The normal workweek for employees hired prior to December 9, 1996 is 7:00 a.m. to 4:00 p.m.; 7:30 a.m. to 4:30 p.m.; or 8:00 a.m. to 5:00 p.m. (as designated by the Department Head) Monday through Friday. These hours can be changed through mutual agreement of the employee and the Department Head. The Department Head can occasionally require an employee to work different hours on a temporary basis upon reasonable notice to the employee.

CSO Shift Bid CSO's will be able to bid shifts by seniority starting November 1st of each year, to go into effect January 1 through December 31 of the subsequent year. CSO seniority is defined as full-time continuous hire as a CSO in the Bloomington Police Department. A CSO shall have 48 hours from time of notice to a bid a shift. The hours for the front desk personnel will be established annually prior to the bidding of the shifts on November 1st. The hours of the front desk personnel will be consistent with the Patrol shifts. Employees will work an eight (8) hour day with a paid thirty (30) minute meal break.

Section 6.2. Overtime.

Employees shall be paid one and one-half (1½) times their regular straight time hourly rate of pay for all hours paid in excess of eight (8) hours per day or forty (40) hours per week; or in excess of five (5) consecutive days. Overtime shall be approved in advance by the employee's immediate supervisor. Overtime may be paid in compensatory time off as provided in the Fair Labor Standards Act. Compensatory time shall not be used except by mutual agreement of the employee and the Department Head.

Nothing contained in this Agreement shall be construed as a guarantee or commitment by the City to any employee of a minimum or maximum number of hours of work per day,

per week or per year. Employees shall be required to work overtime in order to meet the requirements of the City.

Posted Overtime for CSO When it is known in advance there will be a need for overtime, it shall be posted. Any CSO who wishes to work the overtime posted shall place their name on the posted overtime sheet, if more than one CSO signs up for the posted overtime seniority shall be the deciding factor. CSOs must sign up for no less than four (4) hour shifts. Any CSO who calls in sick on a their scheduled overtime assignment will not be able to sign up for overtime based on their seniority for a period of thirty (30) days. They will be required to sign up for overtime last on the seniority list. If no CSO has posted for overtime within forty-eight (48) hours of a scheduled vacancy, a CSO will be forced to work mandatory overtime.

Mandatory Overtime for CSO Posted overtime vacancies that are not signed will be filled by using reverse seniority on a rotating basis. Absences creating mandatory overtime may require a CSO to be held over for no more than four (4) hours or called in no more than four (4) hours early. CSOs may agree to work beyond the four (4) hour period.

Section 6.3. Breaks.

(a) Meal Breaks. Employees are allowed one (1) daily uninterrupted meal break of sixty (60) minutes. CSO's

will have a paid thirty (30) minute meal break. Employees who are not allowed to take their full sixty (60) minute meal break will receive overtime in accordance with Section 6.2 Overtime.

(b) Work Breaks. Employees are allowed to take two (2) paid work breaks of fifteen (15) minutes during the duration of their day.

Section 6.4. Flex Time.

The decision by a Department Head, or his or her representative, to permit or not permit a covered employee to work hours other than the employee's normally scheduled hours pursuant to a request made by that employee shall not be used as the basis for establishing a past practice in that department or any other department of the City. Nothing in this Section shall be interpreted as infringing on the rights established by Article 15 Management Rights of this Agreement.

Section 6.5. No Pyramiding.

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

ARTICLE 7 WAGES AND LONGEVITY

Section 7.1. Wages.

(a) Effective May 1, 20~~15~~¹⁷, the straight time hourly wage rate for the employees will be increased by ~~two and a~~

~~quarter one and three-quarters~~ percent (~~2.25~~1.75%) over the rate provided for under the previous contract. Said new wages are attached hereto as Appendix “B”.

(b) Effective May 1, 20~~16~~18 the straight time hourly wage rates for the employees will be increased by two ~~and quarter~~ percent (2.~~25~~%) over the rate provided for in the contract year immediately prior to said date. Said new wages are attached hereto as Appendix “B”.

Retro pay for the 2017 contract negotiations will be payable for employees on payroll at the time the contract is signed by both parties. Such employees will also receive a one-time \$400 signing bonus.

Section 7.2. CSO Shift Differential.

A shift differential of \$1.00 per hour will be paid for hours worked before 6:00 a.m. and after 3:00 p.m. Swing shifts will receive a shift differential of \$1.00 per hour for all hours worked.

Section 7.3. Longevity Pay.

Employees ~~hired into full-time City employment prior to May 1, 2017, and covered by the Agreement~~ shall be entitled to longevity at the following rates:

<u>Years of Service</u>	<u>%</u>
5	5%
10	7%
15	9%
20	11%
25	13%

Longevity increases will be calculated as an increase on the employee's base wage, at the rate listed above, that will become effective on the employee's appropriate 5, 10, 15, 20, 25, and 30 year anniversary date. **Anyone hired into City employment on May 1, 2017 or later shall not be eligible for longevity pay on their hourly rates. This shall include those currently or previously working in a part-time or seasonal capacity. Longevity for all new full-time hires shall be as follows:**

5 years – \$1,500 paid in a lump sum payment at the conclusion of the employee's 5th anniversary year

10 years \$2,000 paid in a lump sum payment at the conclusion of the employee's 10th anniversary year

15 years \$2,500 paid in a lump sum payment at the conclusion of the employee's 15th anniversary year

20 years \$3,000 paid in a lump sum payment at the conclusion of the employee's 20th anniversary year

25 years \$3,500 paid in a lump sum payment at the conclusion of the employee's 25th anniversary year

30 years \$4,000 paid in a lump sum payment at the conclusion of the employee's 30th anniversary year

Section 7.4. Call-ins.

An employee called back to work after going home shall receive two (2) hours of overtime pay even if he or she works less than two (2) hours after having been called back.

Employees who work in excess of two (2) hours shall receive overtime pay in the amount of hours actually worked.

Section 7.5. Working Out of Classification.

Employees covered by this Agreement who work in a higher classification shall be paid the higher rate of pay when working eight (8) consecutive hours or more with the authorization of the Department Head or his or her representative. The preceding sentence shall apply whether the employee is required to work in a bargaining unit or a non-bargaining unit position.

Section 7.6. Out of Classification Pay.

Employees who work out of classification or when promoted to a higher classification, shall receive a cent per hour increase on their current wage equal to the increments between classifications as set forth in Appendix "B" through Appendix "D" (depending on contract year) or between the classified grades.

Section 7.7. CSO Court Time.

A CSO shall receive a minimum of two (2) hours of compensation at their appropriate overtime rate for appearances in court when such appearances occur outside of the CSO's regular duty hours and such appearances are in the CSO's official capacity as a City of Bloomington employee.

If, at the expiration of the two (2) hour period referred to in the previous paragraph, the CSO is still in court, the CSO shall receive overtime compensation for any additional time actually spent by the CSO in court. If the two (2) hour period falls within the CSO's scheduled work day they will be compensated at the overtime rate from the time of the required court appearance up to their scheduled work day. Multiple court appearances within the same two (2) hour time frame are all considered part of the same two (2) hour period.

Section 7.8. Flex Cash Participation.

Nothing contained in this Agreement is understood by the parties or is to be construed by anyone else to preclude any employee covered by the Agreement, from voluntarily reducing his or her pay as provided in the Agreement pursuant to a salary reduction agreement in order to participate in the City of Bloomington's Flex Cash Plan.

Section 7.9. Paycheck Distribution.

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department. ~~This Section will be implemented 30 days from when Classified employees and at least (3) three other bargaining units agree to direct deposit or checks being mailed. Upon receiving 45 days notification bargaining unit~~

employees pay date will be changed from Thursday to Friday.

ARTICLE 8 HOLIDAYS

Section 8.1. Number of Holidays.

The following days are holidays:

New Year's Day	Veteran's Day
M. L. King's B'day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Day before Christmas
Fourth of July	Christmas Day
Labor Day	½ Day New Year Eve

Section 8.2. Holiday on Scheduled Workday.

Full-time employees required to work the above holidays will be paid one and one-half (1½) times their normal rate of pay, plus their regular eight (8) hours of pay for the holiday.

Section 8.3. Eligibility for Holiday Pay.

In order to receive pay for an observed holiday, an employee must have worked his or her regularly scheduled hours on the last scheduled workday prior to the holiday and on the first scheduled workday immediately after the holiday, unless said employee is on a paid leave status on either or both of said days. CSOs who are scheduled on an above holiday who have an unscheduled absence will be ineligible for holiday pay.

ARTICLE 9 VACATION

Section 9.1. Length of Vacation.

Full-time employees who, based upon their anniversary date of hire, have worked for the City for a period of six (6) continuous months shall receive vacation as follows:

Years of Continuous Service	Length of Vacation
6 months but less than 1 year	1 week
1 year, but less than 2 years	1 week
2 years, but less than 8 years	2 weeks
8 years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

Section 9.2. Scheduling.

Vacations must be taken within the vacation year in which they are due, anniversary date to the next anniversary date. These vacations must be taken at the convenience of the department. Employees shall be allowed to carry over one-half ($\frac{1}{2}$) of his or her earned vacation to the following year. An employee's vacation will begin at the end of his or her last scheduled workday.

CSO vacation requests must be submitted no more than six (6) months and no less than twenty-four (24) hours in advance. **Vacation requests for all other employees must be submitted no more than one year in advance and no less**

than twenty-four (24) hours in advance. The twenty-four (24) hour notice may be waived with supervisor approval.

Section 9.3. Separation and Reinstatements.

Employees resigning voluntarily and who give reasonable notice of their intention to resign will receive any vacation credit earned as of the date of the resignation. Employees dismissed for incompetence or inefficiency will also receive all earned vacation. All earned vacation of employees who die in the service shall be paid to the spouse or estate of said individual.

ARTICLE 10 DISCIPLINE AND DISCHARGE

Section 10.1. Reason for Disciplinary Action.

The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable, or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the employee is proved, which is defined as that which renders the employee's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and sound public policy recognize as just and sufficient cause for no longer holding the position. Employees shall have the right to request the presence of a Union

Representative at the time that any discharge, disciplinary suspension or other adverse action is to be taken against the employee.

Section 10.2. Grievances Involving an Employee's Discharge or Disciplinary Suspension.

Grievances involving an employee's discharge or disciplinary suspension may be presented at Step 2 of the grievance procedure. The grievance procedure established in this Agreement shall be the exclusive procedure for contesting such discipline.

Section 10.3. Remedial Authority of Arbitrator in Disciplinary Cases.

Should it be found that any employee has been unjustly disciplined or discharged, he or she shall be reinstated with seniority rights unimpaired and pay for time lost as determined by the arbitrator less any outside earnings since the disciplinary discharge. It is understood that the term "any outside earnings" shall not include such earnings as the employee was regularly earning from outside employment prior to the date of disciplinary action in question.

Section 10.4. Drug and Alcohol Testing Permitted.

~~Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have~~

~~the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.~~

~~Post accident testing will be required when an employee is involved in an accident which results in a death or serious personal injury requiring immediate hospitalization or an accident which results in significant damage to government or private property.~~

~~An employee shall be considered under the influence of illegal drugs if a drug test discloses the presence of illegal drugs in the employee's blood or urine or evidence, based on analysis of the employee's blood or urine, that illegal drugs have been metabolized by the employee.~~

~~An employee shall be considered under the influence of alcohol if a test of the employee's breath or blood discloses a blood/alcohol content of .040 or more based upon the grams of alcohol per 100 milliliters of blood or 210 liters of breath.~~

~~Where the City has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the City shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement.~~

~~An employee shall be considered under the influence of illegal drugs if a drug test discloses the presence of illegal drugs in the employee's blood or urine or evidence, based on analysis of the employee's blood or urine, that illegal drugs have been metabolized by the employee.~~

An employee shall be considered under the influence of alcohol if a test of the employee's breath or blood discloses a blood/alcohol content of .040 or more based upon the grams of alcohol per 100 milliliters of blood or 210 liters of breath.

Post Accident Testing.

As soon as practical following an accident involving a City vehicle or vehicle driven for City business, the employee driving the vehicle shall be tested for alcohol and controlled substances in the manner set forth by this Article as an accident covered by the section shall be deemed to satisfy the reasonable suspicion standard:

- (1) If the accident involved the loss of human life; or
- (2) Bodily injury to any person who, as a result of the injury, immediately receives medical treatment away from the scene of the accident; or
- (3) One or more motor vehicles incurred damage as a result of the accident, requiring the motor vehicle to be transported away from the scene by a tow truck or other motor vehicle; or an accident which results in significant damage to government or private property.

Section 10.5. Order to Submit to Testing.

At the time an employee is ordered to submit to testing authorized by this Agreement, the City shall notify the employee and Union Steward or Union Representative of the

objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that the employee may have.

Section 10.6. Tests to be Conducted.

In conducting the testing authorized by this Agreement, the City shall:

(a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the ~~National Institute of Drug Abuse (NIDA)~~ HHS/SAMHSA;

(b) ensure that the laboratory or facility selected conforms to all ~~NIDA~~ HHS/SAMHSA standards;

(c) establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

(d) collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the employee;

(e) collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone

while submitting a sample, except in circumstances where the laboratory or facility does not have a "clean room" for submitting samples or where there is reasonable belief that the employee has attempted to compromise the accuracy of the testing procedure;

(f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;

(g) provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Human Resources Director or his or her designee within seventy-two (72) hours of receiving the results of the tests;

(h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the employee's interests;

(i) require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .040 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;

(j) provide each employee tested with a copy of all information and reports received by the City in connection with the testing and the results;

(k) ensure that no employee is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

Section 10.7. Right to Contest.

The employee shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 10.8. Discipline and Voluntary Requests for Assistance.

In the first instance that an employee tests positive on both the initial and the confirmatory test for drugs or is found

to be under the influence of alcohol, and all employees who, prior to any notification of drug or alcohol testing, voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City. The foregoing is conditioned upon:

- (a) the employee agreeing to appropriate treatment as determined by the medical professional(s) involved;
- (b) the employee discontinues his or her use of illegal drugs or abuse of alcohol;
- (c) the employee completes the course of treatment prescribed, including an "aftercare" group for a period of up to twelve (12) months;
- (d) the employee agrees to submit to follow up testing during hours of work during the period of "aftercare".

Employees who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing the duties of an employee or whose continuance on active status would

constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment.

Section 10.9. Removal of Adverse Material.

After three (3) years have elapsed following a written statement or disciplinary action and the employee remains in continuous active service and has received performance evaluations of satisfactory or better the City will, upon the written request to ~~the Department Head~~ Human Resources by the individual employee, remove all such documents from the employee's file. The documents will be placed in a file which is kept only for the purpose of retention of evidence in the event the City needs such records to defend itself. Such files shall be maintained by and access limited to the Legal Department staff for the purpose of defending for legal disputes.

ARTICLE 11 LEAVES

Section 11.1. Personal Convenience Leave.

Each full-time employee shall be granted sixteen (16) hours Personal Convenience Leave each fiscal year (May 1 - April 30). Such Personal Convenience Leave may be taken in increments of one (1) hour at the convenience of the employee subject to the discretion of his or her supervisor.

Personal Convenience Leave may not be accumulated from one fiscal year to another. CSOs will schedule Personal Convenience Leave time no more than sixty (60) days prior to the requested date, nor request time less than twenty-four (24) hours prior to the requested date. The twenty-four hour notice may be waived with supervisor approval. Personal Convenience Leave will not be paid out at time of separation ~~for newly hired probationary employees.~~

New employees hired prior to October 31st of the fiscal year will be granted 16 hours of Personal Convenience Leave. Employees hired between November 1st and March 30th shall receive 8 hours of Personal Convenience.

Section 11.2. Sick Leave.

Sick Leave Base and Accrual. Sick Leave may be used by an employee for his or her own injury or illness or for an injury or illness of the employee's spouse, child or dependent. Employees are eligible to use up to 40 hours of sick leave for the injury or illness of their parent or step-parent in a fiscal year.

All full-time employees shall have a base of sick leave as accumulated prior to the effective date of this Agreement. Employees shall accrue from their date of hire at a rate of eight (8) hours each month up to a maximum of 960 hours of sick leave. Employees hired prior to July 14, 2014 shall accrue from their date of hire at a rate of two and one-half

(2½) days each month for his or her first nine (9) months of employment, after which it shall accrue at a rate of one (1) day each month up to a maximum of 960 hours of sick leave.

Employees hired prior to May 1, 2009 shall have 50% of their monthly unused accrued sick time above 960 hours paid into the Retirement Health Saving (RHS) account. Such contributions will be made on a monthly basis.

Sick Leave Buy Back. All employees hired prior to May 1, 2009 who retire or leave the employment of the City under honorable circumstances, who have seventy-five (75) years of combined service and age with a minimum of fifteen (15) years of continuous service (ex: 60 years old, 15 years of service or 50 years of age and 25 years of service) as a City employee, shall be paid at their final hourly rate for all accumulated unused sick leave. Such sick leave up to a maximum of 1440 hours including any supplemental sick leave, if applicable, will be paid into the employee's Retirement Health Savings (RHS) account.

Absence of more than Three (3) Consecutive Days
or For any absence of more than three (3) consecutive days, unless sick leave abuse is suspected as detailed below, Human Resources will require the employee to submit a statement from a medical professional stating that he or she has treated the employee for the illness or disability which kept the employee from duty and that the employee was unable to perform the duties of his or her

employment within the whole period he or she was absent from duty. In the case of an illness or disability of an employee's spouse, child or dependent which causes an absence by the employee of more than three (3) consecutive days, unless sick leave abuse is suspected as detailed below, Human Resources will require a statement from a medical professional stating that he or she has treated the employee's spouse, child or dependent for the illness or disability which kept the employee from duty. CSO who is unable to report to work because of illness must notify their supervisor based on established protocol at least one (1) hour prior to the beginning of their shift, with the exception of the first shift of the day will provide two (2) hours' notice.

Sick Leave Abuse Employees who are suspected of abuse of sick leave may be required to provide verification for all sick leave absences and may be required as a condition of continued employment. If an employee is unable to provide verification of absences discipline may be imposed. Some examples of sick leave abuse include.

1. a pattern of sick leave usage such as repeated use of sick leave in conjunction with regular days off, approved leave days or holidays without a physician's statement.

2. a pattern of sick leave usage such as repeated use of sick leave on a particular day of the week.

3. repeated use of sick leave benefits as they are earned, without a physician's statement.
4. use of more sick leave than accrued in any twelve (12) month period, without a physician's statement
5. using sick leave and being seen engaged in activities which indicate ability to work.

Section 11.3. Bereavement Leave.

Any eligible employee may be absent from work for a period of up to three (3) business days due to a death in the immediate family. Immediate family is defined as: mother, father (which includes stepparents or legal guardians); mother-in-law; father-in-law; husband; wife; sister; brother, sister-in-law; brother-in-law; child; grandchild or grandparents (on both sides). Department Heads, after consultation with the Human Resources Department, may grant additional time in unusual circumstances.

The City of Bloomington will grant employees paid time off from work in the event of the death of someone close to them. The amount of time off will depend upon the circumstances and the personal needs of the employee and is at the discretion of the Department Head or his or her representative. Every reasonable effort should be made by the employee to keep his or her supervisor informed of their schedule and minimize the disruption to the department.

Section 11.4. Injury Leave.

(a) An employee's eligibility for payment of sixty-five (65) job injury days leave will be dependent upon a determination of the State Industrial Commission, or by the applicable court if an appeal is taken from the State Industrial Commission. An employee injured on the job shall be paid, during his or her time of temporary total disability in addition to temporary total disability benefits under the Worker's Compensation Act, an amount which when added to his or her temporary total disability check, equals the amount of his or her regular paycheck, less federal and state withholding taxes. It is the intent of this paragraph that an injured employee be made whole and not suffer any loss in net pay as a result of the injury. Employees must have a doctor's note indicating they are unable to work in order to be eligible for job injury leave.

(b) Period Not Covered by Worker's Compensation. Charges shall be made against sick leave accrued for any waiting period not covered by Worker's Compensation.

(c) Use of Sick Leave and Vacation. After the payment and use of sixty-five (65) job injury days, charges shall be made against sick leave accrued, if any; and the employee may elect to use his or her accumulated vacation after sick leave accrued is exhausted.

(d) Contested Injuries. Charges may be made against sick leave accrued, if any, in any case the City is contesting that the injury occurred on the job. In the event that the

State determines in favor of the employee, sick leave up to sixty-five (65) job injury days so charged shall be credited to the employee's sick leave accrued balance and all payments in excess of temporary total disability payments as provided above shall be allocated to injury leave. In the event eligibility for payment is denied by the Industrial Commission, the employee shall be eligible to utilize sick leave accrued, if any, retroactive to the date of his or her injury and vacation leave.

(e) Reports and Releases. All employees who are injured on the job must file an injury report with the employee's supervisor the day of the accident. The City may require the injured employee to be seen by a licensed physician to determine eligibility for work.

Section 11.5. Military Leave.

Military leave, including reinstatement, shall be granted in accordance with applicable law.

Section 11.6. Jury Duty.

Any employee covered by this Agreement who is called for jury duty shall be excused from work for the days/hours on which he or she serves. He or she shall receive, for each day/hours of jury duty on which he or she otherwise would have worked, the difference between the normal daily rate of pay he or she would be entitled to during such period and the payment he or she receives for jury duty. The eligible

employee will present proof of jury duty hours and of the amount of pay received thereof. If employees are released from jury duty prior to the end of their scheduled workday they shall contact their supervisor for reporting instructions.

Section 11.7. Leave Without Pay.

Employees covered by this Agreement may request in writing a leave of absence from the City Manager. The City Manager may grant at his discretion a leave of absence to an employee who has been in the bargaining unit for not less than one (1) year, for such a period as he sees fit, not to exceed one (1) year. Leaves of absence shall not be granted to employees to accept remunerative employment elsewhere unless with the express written permission of the City Manager.

(a) During the employee's approved leave of absence, his or her position may be filled by a limited term appointment, temporary promotion, or temporary reassignment of an employee.

(b) Once a leave of absence has been granted, the employee may not return to work until the leave of absence has expired. However, an employee may request to return to work prior to the expiration of the previously approved leave of absence. An early return to work will be at the discretion of the City. If the leave was for a medical condition a medical release must be provided to Human Resources.

Section 11.8. Leave of Absence to Accept Full-time Position with Union.

In the event an employee accepts full-time employment with the Union, he or she may apply for a leave of absence in accordance with Section 11.7. Leave Without Pay of this Agreement.

Section 11.9. FMLA and ADA.

The City and the Union understand the responsibility of both parties to work within the requirements of FMLA and ADA and both parties agree to work together to comply with both of the Acts. ~~Effective January 1, 2015 qualifying FMLA events will run concurrent with sick leave, as permitted by FMLA.~~ Where an employee's or family member's injury or illness qualifies as a serious health condition under the Family and Medical Leave Act (FMLA), employees are required to use accrued sick leave time concurrently with FMLA. An employee may elect to substitute accrued PC or vacation leave which shall run concurrently with FMLA. Employees will be responsible for obtaining the necessary paperwork.

Section 11.10. Wellness Day.

In the spirit of promoting wellness, employees will be eligible for one (1) day of paid time off that can be earned per fiscal year (from May 1 – April 30). An employee earning a day may use it at anytime during the next fiscal year with

approval of their Department Head. A Wellness Day cannot be rolled over into future years and must be used in a full day increment. In order to earn a Wellness Day an employee must accomplish the standards outlined in the Employee Handbook.

Section 11.11. Court Days.

In recognition of the inconvenience endured by CSOs because of subpoenas, CSOs are granted sixteen (16) hours paid leave per fiscal year. Court Days may not be accumulated from one fiscal year to another. A CSO will schedule Court Days no more than sixty (60) days prior to the requested date, nor request time less than twenty-four (24) hours prior to the requested date. The twenty-four (24) hour notice may be waived with supervisor approval. CSO's hired after August 26, 2013 will be ineligible for Court Days.

Section 11.12. Restricted Duty Status.

When, at any time during a period of paid sick or injury leave, the employee is released to perform restricted duty work by his physician or other competent recognized medical authority, the City may assign the employee to any restricted duty work available provided that:

- (1) every effort shall be made to provide such tasks within the bargaining unit;

- (2) lacking bargaining unit restricted duty work, the City may assign the employee to non-bargaining unit work for a period not to exceed five hundred twenty (520) hours worked at the employee's current rate of pay;
- (3) seniority shall continue to accrue during the period of such restricted duty;
- (4) any employee required to return to work under restricted duty and who is not allowed to complete the day for some physical reason shall be credited with actual performance hours and actual sick or job injury hours as the case may dictate;
- (5) bargaining unit employees on restricted duty working in their normal job classification shall be eligible for overtime duties not specifically excluded by the doctor's conditions of restricted duty.

At the end of the five hundred twenty (520) hours worked (65 days), the restricted duty status shall be reviewed and the assignment may be renewed for one additional period of five hundred twenty (520) hours worked.

At any time during the period of restricted duty, should the employee be fully recovered and capable of performing his or her regular duties, the period of restricted duty shall cease. Employee hours may be required to be adjusted during the restricted duty assignment. Employees working first shift will not be required to work second or third shift.

Employees who are taking prescribed or over-the-counter medication that experience adverse side effects which interfere with the employee's ability to perform his or her normal duties may be temporarily reassigned with pay to other more suitable duties.

ARTICLE 12 SENIORITY

Section 12.1. Definition.

For purposes of this Agreement, seniority shall accrue from the last date of full-time continuous hire of an employee in the bargaining unit. Employees who have worked part-time on a continuous basis shall receive credit for such part-time employment with the City using a presumption that the employee worked twenty (20) hours per week when he or she worked on a part-time basis. The actual number of calendar days worked by the employee while in part-time status shall be calculated and divided by half to arrive at that employee's last date of "full-time" continuous hire for seniority purposes. Annually, the City will provide a list of employees, with their name, address, **last four (4) digits of**

their social security number and date of hire to the Treasurer for Union and LIUNA purposes. The City will notify the Union of any new members of the bargaining unit. Bargaining unit employees shall notify the City and Local 362 of any address changes.

New employees hired after May 1, 2009 will use their full-time date of hire for determining their longevity and leave accruals.

Section 12.2. Seniority Principle.

In all cases of layoffs when working forces are being decreased, and recalls when working forces are increased, where employees are substantially equal in ability and qualifications, seniority shall be the determining factor.

Section 12.3. Probationary Period.

Each employee shall be considered a probationary employee for his or her first six (6) months of continuous service with a one month mutual extension, after which his or her seniority shall date back to his or her continuous full-time date of hire in the bargaining unit. There shall be no seniority among probationary employees, and they may be laid off, discharged, or otherwise terminated at the sole discretion of the City. Any time loss in excess of ten (10) business days, for whatever reason, occurring during this probationary period will extend probation by an amount of time equal to the amount of time loss. An employee who is

promoted or transferred to a different job within this unit shall not be considered a newly hired probationary employee.

Section 12.4. Promotions and Vacancies.

Promotions to bargaining unit positions in the City shall be based on merit and fitness taking into consideration the appropriate emphasis on experience and, if necessary, the results of a written and/or oral examination.

All vacated or newly authorized bargaining unit positions shall be posted for five (5) business days at various locations including bulletin boards or electronically within departments. The job description for the position will be included in the posting. Any City employee seeking consideration for filling announced vacancies shall submit a bid sheet to the Human Resources Department along with any additional information (e.g., resumes, certificates, etc.) prior to the deadline. This Section shall not serve to limit the discretion or authority of the Human Resources Director to advertise job vacancies and receive outside applications.

To be eligible to bid, any full-time employee must have successfully completed the probationary period in the position currently occupied by the employee; part-time employees must satisfy the working requirements identified below.

All qualifications being equal, priority in selection will be based on the seniority principle as follows:

- (1) regular full-time employees in the bargaining unit having completed their probationary period;
- (2) part-time bargaining unit employees in the same job class and within the same department with a minimum aggregate of twelve months part-time service;
- (3) part-time bargaining unit employees in other job classes and departments having the requisite skills with a minimum aggregate of eighteen months part-time service.

When applying the seniority principle as set forth above, only the actual time an employee has worked continuously for the City as a full-time employee shall be used to calculate seniority.

An employee who is transferred or promoted to a position (whether or not supervisory) within the City shall have the privilege of returning to his or her former position or its equivalent without loss of seniority, provided he or she returns within the first sixty (60) calendar days following such transfer or promotion. Management also has the right to send an employee back to his or her previous position at any time during the employee's six-month probationary period in the new position. An employee shall be restored to the same rate of pay for the position he or she returns to as the employee received for that position prior to the initial

transfer or promotion. An employee shall not suffer any loss of seniority for returning to his or her position.

Section 12.5. Layoff and Recall Procedure.

In the event of a reduction in the working force, employees shall be laid off in accordance with the seniority principle set forth in Section 12.2 Seniority Principle of this Agreement. In the event of an increase in the working force in a job classification following a reduction, employees will be recalled in the reverse order of their removal or displacement as the need for additional employees presents itself, provided they are qualified to perform the work available.

Section 12.6. Termination of Seniority.

Seniority and the employment relationship shall be terminated when an employee:

- (a) quits; or
- (b) is discharged; or
- (c) is absent for three (3) consecutive days without notifying the City; or
- (d) is laid off from work for six (6) months plus one (1) additional month for each year of service up to a maximum of one (1) year. Seniority shall accumulate during such absence; or
- (e) is laid off and fails to report for work within three (3) day after having been recalled; however, in the event the employee appears before the

expiration of three (3) days, the City may grant an extension of time to report if the employee has a justifiable reason for delay; or

(f) does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence. Service broken under this Section may be reestablished if the employee can show that extraordinary circumstances prevented his or her timely return.

ARTICLE 13 BENEFITS

Section 13.1. Physical Fitness Incentive.

The City of Bloomington will pay upon receipt of membership verification one hundred and fifty dollars (\$150) toward the annual dues at any physical fitness center designated by the City for any full-time or part-time employee covered by this Agreement.

Section 13.2. Group Insurance Plan.

The City shall provide such insurance plans for all such employees covered by this Agreement and their eligible dependents as prescribed within the terms and conditions of the policy or plan. The City reserves the exclusive right to change carriers, alter or amend the insurance plans based on changes in coverage or insurance cost. Employees covered by this Agreement will, however, during the term of this Agreement, receive the same insurance plan coverage as other eligible non-bargaining unit City employees. The City reserves the right to introduce and eliminate additional medical insurance options, in addition to those that exist upon the ratification of the 2017 Agreement, at its sole discretion.

(a) The City agrees to pay eighty percent (80%) of the full health insurance premium for employee coverage and seventy-three (73%) of the full health insurance premium for dependent coverage ~~Employee +1~~ and Family for group health insurance under the City of Bloomington Employee Health Care Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 73% equals City share; full family coverage premium X 27% equals employees share.)

Spouses/Domestic Partners who have access to medical insurance with their non-City employers (hereinafter "ineligible spouses") will be ineligible for insurance on the City medical plans. Those employees who have spouses on the plan as of the 2017 contract ratification date will be grandfathered (see Appendix ___) in for plan year 2018 coverage and will be eligible to keep such spouses on the plan until December 31, 2018. Spouses who are Medicare-eligible will be eligible to remain on the City plan, however they will be required to enroll in Medicare for primary coverage and City insurance shall be secondary.

For the plan year beginning January 1, 2019, any grandfathered employee (qualifications identified in previous paragraph) with an ineligible spouse who was on the City medical care plan for the previous plan year, shall receive an annual stipend of \$1,200.00 (gross), where the ineligible spouse has remained off the City medical care plan for the entire medical plan year. Once a grandfathered employee's spouse is placed on the medical plan, the employee will no longer be eligible for the annual stipend, even if such spouse is determined to be ineligible at a later date. Such reimbursement shall be paid to the employee in the first quarter of the next plan year. For example, if the ineligible spouse was on the City medical care plan for the 2018 plan

year, the spouse will be ineligible to participate in the plan for the 2019 plan year and the employee shall be paid the \$1,200.00 stipend in the first quarter of calendar year 2020.

(b) The City agrees to pay fifty percent (50%) of the dental insurance premium for both employee and/or dependent coverage for group dental insurance under the City of Bloomington Dental Care Plan for all full-time employees.

~~(c) In any year in which the total amount of medical/dental benefits paid is more than one hundred fifty percent (150%) of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health/Dental Care plan.~~

~~(d c) No changes in the level of benefits shall be made except by mutual agreement of the parties unless triggered by the following paragraph.~~

Notwithstanding anything to the contrary in this Article, the City may make such necessary changes as it reasonably believes are necessary to insurance benefit levels so such coverage will (1) comply with the Affordable Care Act (“ACA”) and any other federal or state health care laws; (2) avoid the imposition, directly or indirectly, of an excise tax for high-cost coverage (“Cadillac Tax”) under the ACA or any similar state or federal legislation or regulation; or (3) ensure the City is not subject to any penalties or fees because

employees are eligible to obtain insurance through a health insurance exchange in accordance with the ACA or any federal or state health care law(s). The City and the Union will meet during the term of this Agreement to propose changes and amendments to the City's Group Health Insurance plans. If such changes are deemed necessary by the City, the City will provide the Union with written notice of such proposed changes and provide evidence supporting the need for the changes and an opportunity to discuss the changes with the City prior to their adoption. The City may not institute such changes for members of the bargaining unit unless such changes are instituted for all other City unrepresented employees.

If the City is required to pay an excise tax or penalty under the Affordable Care Act ("ACA") or any similar state or federal legislation or regulation for any coverage options, then the employee's monthly insurance contributions will be increased on a dollar-for-dollar basis to offset the amount of the tax/penalty paid by the City.

~~(e d) The City and the Union may meet during the term of this Agreement to propose changes and amendments to the City of Bloomington Employee Health/Dental Insurance Plans.~~

(f d) The Union will appoint an employee representative to the Health Insurance Committee.

(g e) The City agrees to provide ~~\$25,000~~ \$50,000 in group term life insurance for each full-time employees.

Section 13.3. Tuition Reimbursement.

Employees may receive either full or partial tuition reimbursement provided the following conditions are met:

(a) The City will reimburse an employee for part or all of the cost of tuition and any required books for a college degree under the following conditions:

(1) the employee notifies the Department Head prior to registration of his or her intent to claim tuition reimbursement for the course;

(2) the course is required or is part of a required sequence leading to an undergraduate degree in an appropriate field of study, or is determined by the Department Head in his or her discretion to be of benefit to the Department;

For purposes of this subsection, "part of a required sequence" refers to specific related courses which are required for completion of the curriculum in the employee's major field of study; including "core" or general electives required by the institution for the award of a Bachelor's degree unless it otherwise qualifies for reimbursement under this subsection;

(3) Employees should request tuition reimbursement from their Department Head by August 1, in order to be eligible for funds for the following fiscal year. If tuition

reimbursement funds are approved in the budget by Council written authorization from the Department Head shall be forwarded to Human Resources on a tuition reimbursement form.

(b) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the employee for tuition, fees, and required books according to the following schedule:

100% for a grade of A

100% for a grade of B

75% for a grade of C or Pass on Pass/Fail option

0% for a grade of D or lower

(c) Any employee who leaves City service within one (1) year of receiving reimbursement will refund to the City the amount reimbursed. This sum may be withheld from the final paycheck.

Section 13.4. LIUNA Pension.

Retroactive to May 1, 1999, the City will make a twelve cent (\$.12) per hour per employee contribution to LIUNA Pension. Effective November 1, 2000, the employer contribution shall be increased an additional six cents (\$.06) per hour per employee. The employer contribution shall be increased an additional six cents (\$.06) per hour per employee beginning on November 1, 2001, November 1, 2002 and November 1, 2003 (the final employer contribution rate will thus be thirty-six cents (\$.36) per hour on November 1, 2003). Any additional pension increases will be paid by

the City in lieu of wages which would otherwise have been paid to employees. Employer contributions shall not be made for overtime hours. Such increases shall be shown as an employer contribution. Additional information is contained in Appendix A in regard to LIUNA Pension Contributions.

Section 13.5 CSO Uniforms and Clothing.

The City will furnish and maintain employees with five (5) long sleeve shirts and five (5) short sleeve shirts. Uniforms will be replaced on a worn out basis. CSO's are required to wear uniforms while at work, except if in court.

ARTICLE 14 SUBCONTRACTING

It is the general policy of the City to continue to utilize its employees to perform work they are qualified to perform. However, the City reserves the right to contract out any work it deems necessary in the interest of efficiency, economy, improved work product or emergency. Except where an emergency exists, before the City changes its policy involving the overall subcontracting of work in a general area, where such policy change amounts to a loss of bargaining unit employees, other than through attrition, the City will notify the Union and offer the Union an opportunity to discuss (not bargain) the desirability of contracting such work prior to making a decision. The City will provide no less than forty-five (45) calendar days' written notice to the

Union, except in emergency situations. At the Union's request, the City will provide to the Union all reasonably available and substantially pertinent information in conformance with applicable law. At the Union's request, the parties will meet for the purpose of reviewing the City's contemplated actions and Union alternatives to the contemplated subcontract, but in no event will such obligation delay the City's actions. If the City decides to subcontract the work, it will notify the Union of its decision.

When the subcontracting of such work performed by bargaining unit members will subject an employee to layoff, Sections 12.2. Seniority Principle and Section 12.5. Lay off and Recall Procedure will apply. If no opening or vacancy exists within the bargaining unit, the displaced employee will have the opportunity to apply for other vacancies within the City. The City shall have the right to implement its decision prior to the completion of impact or effects bargaining, as requested by the Union, to the extent the implementation of the decision does not prohibit meaningful bargaining over the impact or effect of the City's decision.

ARTICLE 15 MANAGEMENT RIGHTS

Section 15.1. Management Rights.

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the

City in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the City; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

Section 15.2. Emergency Conditions.

If in the sole discretion of the Mayor it is determined that extreme civil emergency conditions exist, including, but not limited to, riots, civil disorders, tornado conditions, floods, financial emergency, or other similar catastrophes, the provisions of this Agreement may be temporarily suspended by the Mayor or the City Council during the time of the declared emergency conditions; provided that wages shall not be suspended nor shall this Section limit an employee's right to invoke the Grievance Procedure over the issue of pay.

ARTICLE 16 SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 17 ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and concludes collective bargaining on any subject expressly covered by the terms of this Agreement except, however, the parties may mutually agree in writing to supplement and/or modify the terms of this Agreement during its term. The parties agreement to this provision shall not be construed as waiving any of their respective rights or obligations to negotiate as may be required by the Illinois Public Labor Relations Act as to:

- (1) the impact of the exercise of the City's management rights as set forth herein on any terms and conditions of employment unless expressly waived in the Agreement; or
- (2) as to any decision to change any terms or conditions of employment not expressly covered by the terms of this Agreement that are mandatory subjects of bargaining.

ARTICLE 18 TERM OF AGREEMENT

This Agreement shall be effective as of the 1st day of May, 20~~15~~¹⁷, and shall remain in full force and effect until the 30th day of April, 20~~17~~¹⁹. It shall be automatically renewed from month to month thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall not begin later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. IN WITNESS WHEREOF the parties hereto have set their hands this ____ ~~28th~~ day of ~~April, 2015.~~
~~September, 2017.~~

**LABORERS INTERNATIONAL UNION,
LOCAL 362 SUPPORT STAFF**

By: _____

GREAT PLAINS LABORERS' DISTRICT COUNCIL

CITY OF BLOOMINGTON, ILLINOIS

By: _____

Appendix A - LIUNA AGREEMENT

The City and Union agree to select the "Preferred Schedule" from the LIUNA funding rehabilitation plan. The selection of the Preferred Schedule will be retroactive to February 1, 2011.

1. All contributions to the LIUNA pension will be funded as described in Section 13.4 LIUNA Pension of the Support Staff agreement. The City's contributions to the fund shall not be increased beyond the amounts described in those sections of the agreements. Increases in the pension costs will be paid in lieu of wages which would otherwise have been paid to the employees.
2. Retroactive cost increases that are greater than the City's contribution limit will be deducted from the employees' paychecks.
3. Upon ratification of this agreement by the City Council and the Union membership, the parties will execute the attached addendum to the collective bargaining agreements.

ADDENDUM TO COLLECTIVE BARGAINING AGREEMENT

Whereas the undersigned Union and Employer are parties to a collective bargaining agreement that provides for contributions to the Laborers' National (Industrial) Pension Fund; and

Whereas, the Pension Fund's Board of Trustees has adopted a Funding Rehabilitation Plan ("Plan"), dated July 26, 2010, to improve the Fund's funding status over a period

of years as required by the Pension Protection Act of 2006 ("PPA"); and

Whereas, a copy of the Plan has been provided to the Union and the Employer; and

Whereas, the Plan, in accordance with the PPA, requires that the signatories to every collective bargaining agreement providing for contributions to the Pension Fund adopt one of the Schedules included in the Plan; and

Whereas, the Union and the Employer have agreed to adopt the Plan's Preferred Schedule and wish to document that agreement;

It is hereby agreed by the undersigned Union and Employer as follows:


1. This Addendum shall be considered as part of the collective bargaining agreement. The provisions of this Addendum supersede any inconsistent provision of the collective bargaining agreement, except that the City's contribution rates shall be governed by Section 13.4 of the bargaining agreement.
2. The current contribution rate to the Pension Fund of \$.36 per hour shall be increased by 10% to the rate of \$.40 per hour effective February 1, 2011. On each anniversary of that effective date for the term of the collective bargaining agreement, the contribution rate then in effect shall be increased by another 10% (rounded to the next highest penny). The City's portion of this contribution rate shall be governed by Section 13.4 of the bargaining agreement.
3. With regard to benefits under the Pension Fund, the Plan's Preferred Schedule provides that the Pension Fund's current plan of benefits for the group will remain unchanged with the following exceptions:
 - a) Benefit accruals for periods after adoption of the Preferred Schedule will be based on the contribution rate in effect immediately before the Preferred

Schedule goes into effect for the group, not on the increased rates required by this Schedule.

- b) Effective April 30, 2010 and until the Rehabilitation Plan succeeds, the Pension Fund is not permitted by the PPA to pay any lump sum benefits or pay any other benefit in excess of the monthly amount that would be payable to the pensioner under a single life annuity. This means that the Fund must suspend its Partial Lump Sum option, Social Security Level Income option, and Widow/Widower Lump Sum option. Exceptions are made for a lump sum cash-out of a participant or beneficiary whose entire benefit entitlement has an actuarial value of \$5,000 or less and for the Fund's \$5,000 death benefit.
 - c) The Board of Trustees continues to have discretionary authority to amend the Rules & Regulations of the Pension Fund, including the Rehabilitation Plan, within the bounds of applicable law.
4. The Plan as a whole is deemed to be a part of the Preferred Schedule.
 5. This Addendum shall be effective as of, February 1, 2011, which date is the same date on which the contribution rate increase under paragraph 2 is first effective.

To acknowledge their agreement to this Addendum, the Union and the Employer have caused their authorized representatives to place their signatures below:


FOR THE UNION:

Signature: 

Name: Anthony Penn

Position: Business Manager Date: 5/16/12

FOR THE EMPLOYER:

Signature: 

Name: Stephen F. Stockton

Position: Mayor Date: May 15, 2012

Appendix B - Wage Table

May 1, 2017							
			1.75%				
Employees hired prior to May 1, 2017							
	Base	5 years	10 years	15 years	20 years	25 years	30 years
SUPP STAFF I	\$ 11.71	\$ 12.30	\$ 12.53	\$ 12.76	\$ 13.00	\$ 13.23	\$ 13.47
SUPP STAFF II	\$ 13.06	\$ 13.71	\$ 13.97	\$ 14.24	\$ 14.50	\$ 14.76	\$ 15.02
SUPP STAFF III	\$ 14.67	\$ 15.40	\$ 15.70	\$ 15.99	\$ 16.28	\$ 16.58	\$ 16.87
SUPP STAFF IV	\$ 16.58	\$ 17.41	\$ 17.74	\$ 18.07	\$ 18.40	\$ 18.74	\$ 19.07
SUPP STAFF V	\$ 18.17	\$ 19.08	\$ 19.44	\$ 19.81	\$ 20.17	\$ 20.53	\$ 20.90
Employees hired on or after May 1, 2017							
	Base						
SUPP STAFF I	\$ 11.71						
SUPP STAFF II	\$ 13.06						
SUPP STAFF III	\$ 14.67						
SUPP STAFF IV	\$ 16.58						
SUPP STAFF V	\$ 18.17						
May 1, 2018							
			2%				
Employees hired prior to May 1, 2018							
	Base	5 years	10 years	15 years	20 years	25 years	30 years
SUPP STAFF I	\$ 11.94	\$ 12.54	\$ 12.78	\$ 13.01	\$ 13.25	\$ 13.49	\$ 13.73
SUPP STAFF II	\$ 13.32	\$ 13.99	\$ 14.25	\$ 14.52	\$ 14.79	\$ 15.05	\$ 15.32
SUPP STAFF III	\$ 14.96	\$ 15.71	\$ 16.01	\$ 16.31	\$ 16.61	\$ 16.90	\$ 17.20
SUPP STAFF IV	\$ 16.91	\$ 17.76	\$ 18.09	\$ 18.43	\$ 18.77	\$ 19.11	\$ 19.45
SUPP STAFF V	\$ 18.53	\$ 19.46	\$ 19.83	\$ 20.20	\$ 20.57	\$ 20.94	\$ 21.31
Employees hired on or after May 1, 2018							
	Base						
SUPP STAFF I	\$ 11.94						
SUPP STAFF II	\$ 13.32						
SUPP STAFF III	\$ 14.96						
SUPP STAFF IV	\$ 16.91						
SUPP STAFF V	\$ 18.53						

Appendix C – Employee Grandfather for Insurance

The following employees are grandfathered employees as identified in Section 13.2 Group Insurance Plans:

- Cheryl Dawdy
- Pamela Bertrand
- Tara Gosnell
- Denise Pfeiffer
- Jessica Carroll
- Tammy Mathews
- Kristine Reidel



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: September 25, 2017

SUBJECT: Consideration of approving a petition for the Lake Bloomington Lease Transfer of Lot 7A in Block 00 in Camp Peoria Point, from Shellie A. Oehler as Trustee of the Shellie A. Oehler Trust to Dr. Robert Baller as Trustee of the Robert S. Baller M.D. Revocable Trust Agreement.

RECOMMENDATION/MOTION: That the Lake Lease Transfer be approved, subject to the septic system conditions included in the McLean County Health Department's August 30, 2017, letter and the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, and further contingent upon the transferee providing documentation of the sale of the house located on the property, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The sewage disposal system letter from the McLean County Health Department was completed on August 30, 2017. This letter provides regulation requirements for surface discharging septic installations.

In addition, the evaluation report, dated July 25, 2017, from Dale Williamson indicates that the hot tub discharges to the ground services. This may remain as is until the septic system is repaired or replaced or a nuisance condition is created. The report noted the following deficiencies: the pump chambers do not have dual pumps or adequate reserve volume above the pumping level of the chamber; there are no alarms for either of the pump systems; and there was no evidence of chlorine in the chlorinator. On August 22, 2017, Mr. Scott Cook verified the installation of dual pumps in both of the pump chambers and verified the installation of alarms for both of the pump systems. Mr. Kenneth Koons provided chlorine tablets in the chlorinator on August 22, 2017.

The septic system was installed in 1994 and is now approximately twenty-three (23) years old. The McLean County Health Department considers the average life expectancy of a septic system to be 20-25 years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, staff cannot accurately estimate the useful life remaining in the existing system.

If the system were to fail, the resident would be responsible for the costs associated with repair of the system and there is a possibility, based on the size of the leased lot, the resident would not have

any viable repair/replacement options. Currently, a City owned sanitary sewage collection system does not exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of sewage disposal system failure.

Staff has reviewed the lot and found that dock and seawall improvements have been constructed on the City owned reservoir and non-leased marginal land. Staff has performed a search of permits issued for the Lake Bloomington community and found that no permits were issued for Lot 7A in Block 00 in Peoria Point. Further, it should be noted that City Code Chapter 23, Section 53, provides that permits shall not be transferable, and that all benefits which may be derived therefrom shall accrue only to the person to whom the permit is originally issued. Pursuant to Chapter 23, Section 53, staff recommends that the transfer be subject to the new leaseholder applying for permits for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months of transfer. In addition, electricity has been installed on the non-leased marginal land and therefore the new leaseholder must apply for and obtain an electrical permit and inspection through the Community Development Department within six (6) months of transfer. If a permit is not obtained the electrical installation must be removed.

Staff recommends approval of the lease transfer subject to the septic system conditions included in the McLean County Health Department's August 30, 2017, letter and that the new leaseholder obtain a permit for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months and the new leaseholder apply for an electrical permit and inspection through the Community Development Department within six (6) months of transfer.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Health Department

FINANCIAL IMPACT: This petition will have a financial impact in that the current lease uses the formula of \$0.15 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With this transfer, the Lake Lease formula will increase to the current formula of \$0.40 per \$100.00 Equalized Assessed Value. With the increased lake lease formula, this lease income will generate approximately \$1,133.33 per year in lease income. This lake lease income will be posted to the Lake Maintenance-Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144.

COMMUNITY DEVELOPMENT IMPACT: Not Applicable

Link to Comprehensive Plan/Downtown Plan Goals: Not Applicable

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Miscellaneous Technical Assistant

Reviewed by: Robert Yehl, PE. Water Director
Steve Rasmussen, Assistant City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Interim Budget Manager

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Current Lease
- City Clerk Memo
- Lake Lease Transfer Petition
- McLean County Health Department Letter/Evaluation Report
- Lake Lease Agreement
- Location Map
- Plat of Peoria Point
- Existing Non-Leased Marginal Land Structure Map
- Marginal Land/Reservoir Existing Structure Photographs

MEMO

TO: Bob Yehl, Water Dept.
FROM: Renee Gooderham, Records & Information Manager
DATE: August 7, 2017 ~~AUGUST 25, 2017~~ SEPTEMBER 1, 2017
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 7A in Block 00 in Camp Peoria Point, from Shellie A. Oehler as Trustee of the Shellie A. Oehler Trust Dated 6/15/93 to Dr. Robert S. Baller as Trustee of the Robert S. Baller M.D. Revocable Trust Agreement Dated 04/07/82. Attached please find the Lake Lease Transfer documents.

EAV for this property is \$283,333. The Lake Lease is currently at a rate of .15 cent per \$100 EAV, \$425. The lake lease rate will increase to .40 per EAV. The PIN number is 07-01-276-001.

Please prepare a Council memorandum for the next available council meeting.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the ^{26th} ~~14th~~ day of ~~MAY~~ ^{December}, 19~~96~~⁹⁷ between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called "City," and ^{AS TRUSTEE} SHELLIE A. DEHLER ^{DATED 6-15-93} OF THE SHELLIE A. DEHLER TRUST & JEFFREY E. DEHLER (if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of ~~the City of Bloomington~~, County of McLean, State of Illinois, hereinafter called "Lessee."

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 7A in Block N/A in ~~CAMP PEORIA POINT SUBDIVISION~~, according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing ~~(cross out the one that does not apply) (on the date of this Lease)~~ (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee

who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

~~2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.~~

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$_____) per \$100 EAV.~~

SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.

5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.

6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. GARBAGE. City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.

9. ASSIGNMENT. Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.

10. RULES & REGULATIONS. Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.

11. USE OF AND ACCESS TO LAKE. Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.

12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.

13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely be cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.

14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. **EMINENT DOMAIN.** If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. **PRIOR LEASE TERMINATED.** If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. **NOTICE.** Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

Lessee Name and Mailing Address

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

SHELLIE A. & JEFFREY E. OEHLER
B.R. 2, BOX 90D
HUDSON, IL 61748

18. **BINDING EFFECT.** This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Jerry Mark Fox
Its Mayor

Attest:

Wm. Coult

Jeffrey E. Oehler by
Shellie A. Oehler Co. Guardian
Victor J. Hensen (att)

Shellie A. Oehler, Trustee
AS TRUSTEE OF THE
SHELLIE A. OEHLETR TRUST
DATED JUNE 15, 1993

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 7A Block n/a of Camp Peoria Point Subdivision

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: Shellie A. Oehler, as trustee of the Shellie A. Oehler Trust dated June 15, 1993 (Sellers Name)

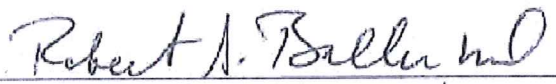
To: Dr. Robert S. Baller, as trustee of the Robert S. Baller, M.D. Revocable Trust Agreement dated April 7, 1982 (Buyers Name)

By: Shellie A. Oehler, Trustee (Signature of Seller)
Shellie A. Oehler, Trustee

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:
Now comes Dr. Robert S. Baller, as trustee, (Buyer) and respectfully shows that He became the purchaser of all right, title and interest of Shellie A. Oehler Trust dated June 15, 1993, (Seller) In and to the Lease made on the (Date) December 26, 1997 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller) Shellie A. Oehler, as trustee, has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,

Dr. Robert S. Baller, Trustee

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 7A BLOCK n/a CAMP Peoria Point Subdivision, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Shellie A. Oehler Trust dated June 15, 1993 in and to the premises known as Lot 7A Block n/a in Camp-Peoria Point Subdivision, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, 2017.

Tari Renner, Mayor

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 7A Block n/a of Camp Peoria Point Subdivision

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: Shellie A. Oehler, as trustee of the Shellie A. Oehler Trust dated June 15, 1993 (Sellers Name)

To: Dr. Robert S. Baller, as trustee of the Robert S. Baller, M.D. Revocable Trust Agreement dated April 7, 1982 (Buyers Name)

By: Shellie A. Oehler, Trustee (Signature of Seller)
Shellie A. Oehler, Trustee

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes Dr. Robert S. Baller, as trustee, (Buyer) and respectfully shows that He became the purchaser of all right, title and interest of Shellie A. Oehler Trust dated June 15, 1993, (Seller) In and to the Lease made on the (Date) December 26, 1997 upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (seller) Shellie A. Oehler, as trustee, has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,

Robert S. Baller, MD
Dr. Robert S. Baller, Trustee

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 7A BLOCK n/a CAMP Peoria Point Subdivision, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Shellie A. Oehler Trust dated June 15, 1993 in and to the premises known as Lot 7A Block n/a in Camp Peoria Point Subdivision, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, 2017.

Tari Renner, Mayor



McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

August 30, 2017

Ms. Shellie Oehler
18250 Tee Pce Trail
Hudson, IL 61748

Re: Septic Permit #93-8675
Parcel #07-01-276-001
Lot 7, Lake Bloomington – Peoria Point Subdivision

Dear Ms. Oehler:

On July 25, 2017, this department received a septic system evaluation report from Mr. Dale Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on July 22, 2017 and the following deficiencies were noted:

- The hot tub discharges to the ground surface. This may remain as is until the septic system is repaired or replaced or a nuisance condition is created
- The pump chambers do not have dual pumps or adequate reserve volume above the pumping level of the chamber. **On August 22, 2017 Mr. Scott Cook verified the installation of dual pumps in both of the pump chambers.**
- There are no alarms for either of the pump systems. Alarms must be provided. **Mr. Cook verified the installation of alarms for both of the pump systems on August 22, 2017.**
- There was no evidence of chlorine in the chlorinator. This is a violation of the Illinois Department of Public Health's Private Sewage Disposal Licensing Act and Code, 2013 and Chapter 28, Health and Sanitation of the McLean County Revised Code. All sand filter effluent is required to be chlorinated to reduce the bacterial load before being discharged to the environment. Approved chlorine tablets must be placed in the chlorinator tube within ten days of the date of this letter. The chlorine tablets must be used on a constant basis thereafter. Mr. Williamson placed a chlorine tablet in the chlorinator at the time of the evaluation. **Mr. Kenneth Koons provided chlorine tablets in the chlorinator on August 22, 2017.**

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

Ms. Shellie Oehler
August 30, 2017
Page 2

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at www.health.mcleancountyil.gov.
2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. IDPH now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the Illinois Department of Public Health (IDPH) for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

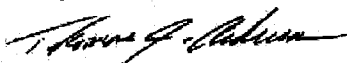
Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 1994 and is now approximately 23 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years.

For information on routine operation and maintenance of your septic system, please visit our website at www.health.mcleancountyil.gov.

If you have any questions, please contact Mr. Scott Cook, of this department, at (309)888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Dale Williamson, Williamson Farm Drainage II, LLC
Mr. Rick Twait, City of Bloomington
Dr. Robert Baller

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

For Office Use Only

Log #: <u>17-203</u>
Date Received: <u>7-25-17</u>

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

*This evaluation is **NOT FINAL** until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.*

1. Current Owner Information:

Name: Shelle Oehler
 Address: 18250 Tee Pee Trail
Hudson, IL 61748
 Phone #: Day 309-824-4801 Home - -

2. Requestor Information:

Name: Dr. Robert Baller % Julia Biever
 Address: 18299 Tee Pee Trail
Hudson, IL 61748
 Phone #: Day 309-706-9672 Home - -

3. Property Information:

Parcel Number (Tax ID): () 07-01-276-001 Date Evaluation Performed: 7-22-17
 Address of property evaluated: Same Sub. & Lot: Peoria Point 7
 Permit available from Health Dept.: Yes No Permit #: 93-8675

4. Interview Information:

Person interviewed: Shelle Original owner: Yes No
 Age of home (years): 22 Intended for seasonal use: Yes No
 Date last occupied: Current Number of occupants: 2
 Has tank ever been pumped: Yes No If yes, how often: 2015

5. Interior Evaluation:

Number of bedrooms: 4 Garbage disposal: Yes No
 Toilet tanks and other fixtures have evidence of leakage or overflow: Yes No
 Water softener discharges to: NA Clothes washer discharges to: Septic
 Dishwasher discharges to: Septic Hot tub discharges to: Surface
 Basement plumbing fixtures: Discharge locations: Environmental Health
 a. NA a. JUL 25 2017
 b. _____ b. _____
 c. _____ c. NONE
 d. _____ d. _____
 Basement floor drains discharge to: NA Garage floor drains discharge to: Septic
 Sump pit/pump discharges to: Lake Downspouts discharge to: Tile to Lake

6. **Exterior Evaluation Points:**

A. **SEPTIC TANK(s) – This Section N/A**

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A <input type="checkbox"/>	Yes	No	Tank Two: N/A <input type="checkbox"/>	Yes	No
Depth of soil to top of tank: 38 inches			Depth of soil to top of tank: 34 inches	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tank has access within 12" of ground surface	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Size: 1250 gallons Type: Concrete			Size: 750 gallons Type: Concrete		
Meets current code:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets current code:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Outlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water standing in outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water standing in outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Water level below outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Water level below outlet:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Tank needs to be pumped:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Tank needs to be pumped:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Outlet device/filter on tank:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		

B. **SEEPAGE FIELD – This Section N/A**

Depth to top of field: _____ inches to _____ inches
 Square feet of field: _____ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage field area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence that water has ponded over seepage field or the soil is saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in trench : _____ inches		

C. **SERIAL DISTRIBUTION/STEP-DOWN – This Section N/A**

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code? Yes No

D. **SEEPAGE BED -- This Section N/A**

Depth to top of bed: _____ inches to _____ inches
 Square feet of bed: _____ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage bed area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence water has ponded over seepage bed or is soil saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in bed : _____ inches		

E. SAND FILTER -- This Section N/A

Minimum soil cover depth to top of sand filter: 12 inches
Square feet of sand filter: 810 square feet

- Is water standing in the distribution pipes or in the rock that surrounds the pipe:
- Meets current code sizing requirements:
- Seepage standing on ground surface over filter:
- Lush vegetation on or near sand filter:
- Evidence if water has ponded over sand filter:
- Sand filter vented as required:
- Vent in good repair:
- Chlorinator with screw on cap present:
- Chlorinator tube with corrosion resistant handle present:
- Evidence of chlorination:
- Evidence of restricted flow in chlorinator:
- Sample port with screw on cap present:

Yes	No
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input checked="" type="checkbox"/>	<input type="checkbox"/>

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* Rock Evaporation Bed

F. PUMP OR LIFT STATION -- This Section N/A

- Pump chamber an approved design:
- Chamber volume 1.5 times the daily flow:
- Is there a dual pump:
- Alarm present:
- Alarm location: Two Pump Chambers neither have Alarms
- Alarm properly working with audio and visual functions:

Yes	No
<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>
<input type="checkbox"/>	<input checked="" type="checkbox"/>

G. AEROBIC UNIT -- This Section N/A

Manufacturer: _____ Model number: _____
Size of unit: gallons

- Pump running at time of inspection:
- Current maintenance contract in place:
- Who is maintenance contract with: _____
- Alarm present:
- Alarm location: _____
- Alarm properly working with audio and visual functions:
- Unit discharges to: Seepage field Seepage bed Sand filter Other: _____
- If other, what method of chlorination is used: _____
- Chlorinator with screw on cap present:
- Chlorinator tube with corrosion resistant handle present:
- Evidence of chlorination:

Yes	No
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* _____

Include all distances as described below.
NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.		
*Wall or cistern to: N/A <input type="checkbox"/> Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet	*Geothermal unit to: N/A <input type="checkbox"/> Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	*Building to: Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet
*Water line to: Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	*Body of water to: N/A <input type="checkbox"/> Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

This System is twenty two years old, neither Septic Tank needs pumped now but should be checked every three to five years and pumped as needed. The Inlet and Outlet Baffles should always be checked when the Tanks are pumped to make sure that they are intact and functioning properly. There were no Alarms for either Pump Chamber. There were no evidence of Chlorination, The inner tube of the Chlorinator should be checked at least once per month and an approved Chlorine tablet placed in it as needed. The System appeared that it would function normally at this time.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Dale L. Williamson
Inspector's Name (print)

Dale L. Williamson
Signature

7 -25- 17
Date

Williamson Farm Drainage II LLC.

701 W. Randolph St.
Heyworth, IL. 61745
Phone 309-275-3001
Fax 309-473-9048

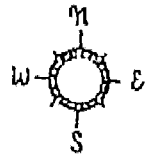
Fax

To: Angie From: Dale
Company: MCHD Date: 7-24-17
Fax: 309-888-5506 Pages: 6

Comments:

Septic Inspection Report

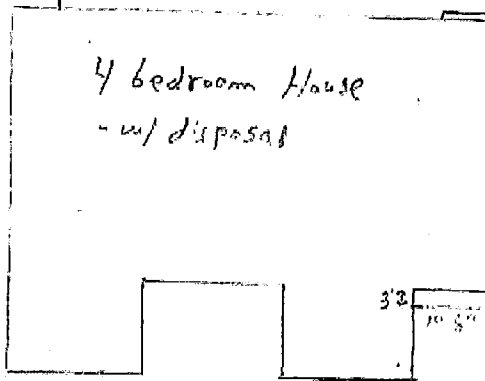
PLOT LAYOUT



Lake
Blaineyton

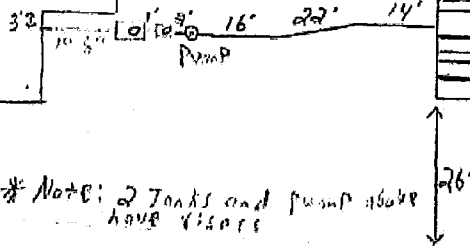
*Note all pump lines are
2" sch. 40 PVC

Sump

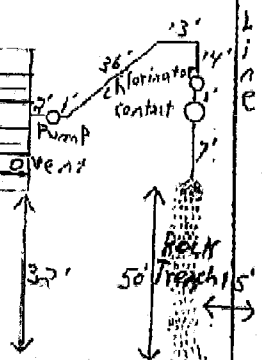


Drive

H₂O



*Note: 2 Tanks and pump above
have risers



Note: Rock filter
is above ground
and needs to
be covered
with brush

Lake Blaineyton

PROPERTY LINE

FOR OFFICE USE ONLY

1. Permit # 93-8675
2. Owner Gehler
3. Installer Williamson
4. Tank Size 1-1250 Mfg. Pond
5. Sq. Ft. of Field/S.F. 21000
6. Inspection Date 7-23-99
7. Inspector M. J. H.

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, 2017.

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Dr. Robert S. Baller, as trustee of the Robert S. Baller, M.D. Revocable Trust Agreement dated April 7, 1982

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 7A in Block n/a in Camp Peoria Point Subdivision according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.
PIN: (18) 07-01-276-001

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (~~cross out the one that does not apply~~) (on the date of this Lease) (~~on January 1 following the date of this Lease~~) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

- 1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

- 2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100

EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
 5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
 6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
 7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.
15. **EMINENT DOMAIN.** If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between

City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.
17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Dr. Robert S. Baller, Trustee
18250 Teepee Trail
Hudson, IL 61748

Lessee Billing Address

Dr. Robert S. Baller, Trustee
18250 Teepee Trail
Hudson, IL 61748

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

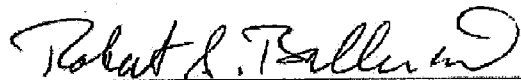
-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: _____

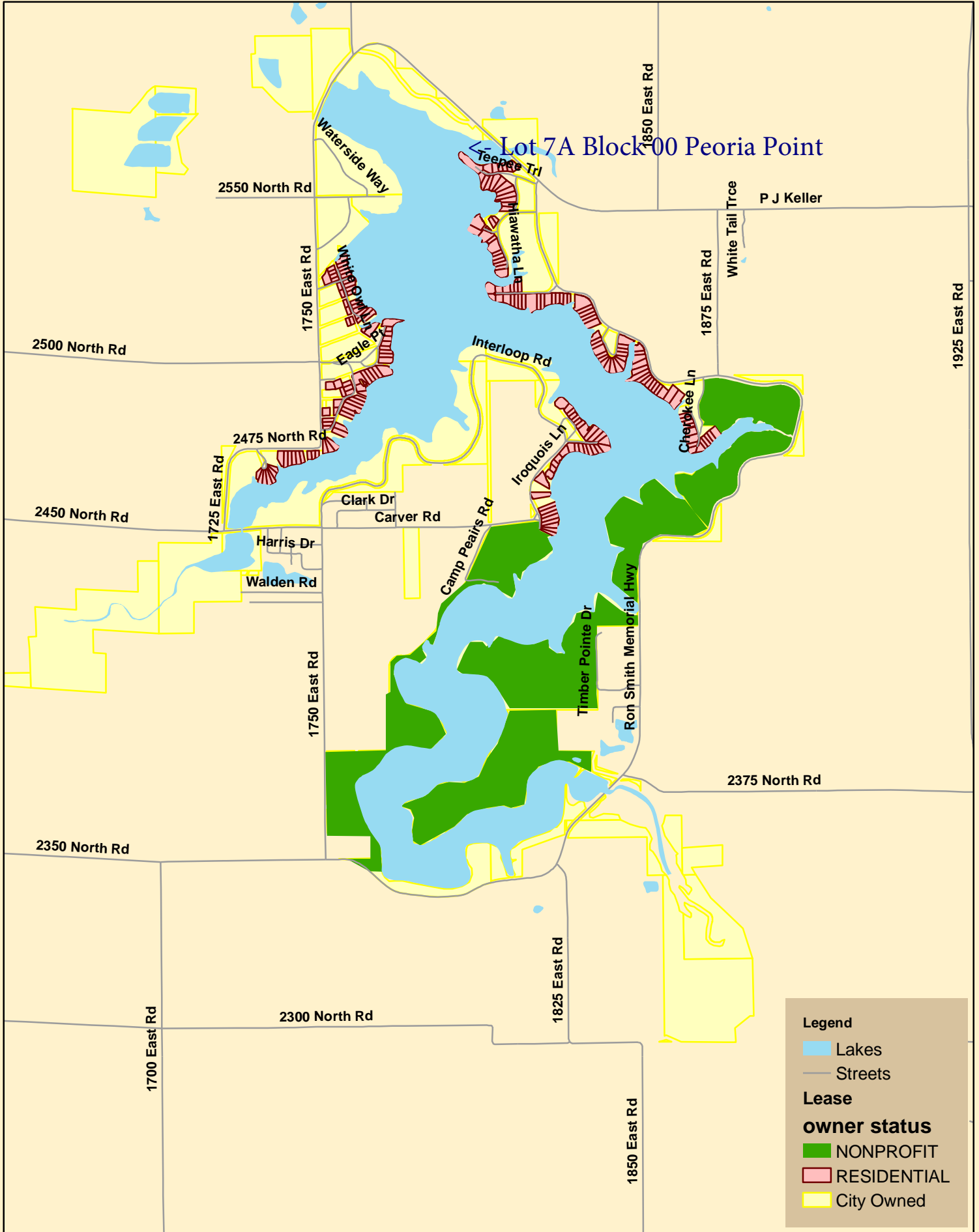
Tari Renner, Mayor



Dr. Robert S. Baller, as trustee of the Robert S. Baller, M.D. Revocable Trust Agreement
Dated April 7, 1982

Attest: _____

Cherry Lawson, City Clerk



Legend

- Lakes
- Streets

Lease owner status

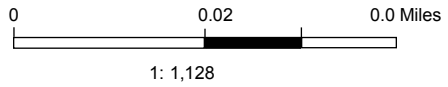
- NONPROFIT
- RESIDENTIAL
- City Owned



Lot 7A Block 00 Unpermitted Structure Map



Legend
□ Parcels



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Notes









CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: September 25, 2017

SUBJECT: Consideration of the application of Bloomington Normal Sunrise Rotary, for a Limited Alcoholic Liquor License, Class LB, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd.

RECOMMENDATION/MOTION: That a Class LB liquor license, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd. be approved, contingent upon compliance with all health and safety codes.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

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

BACKGROUND: On September 12, 2017, the Bloomington Pro Tem Liquor Commissioner, Karen Schmidt, called a hearing to order to hear the request from the Bloomington Normal Sunrise Rotary for a Limited Alcoholic Liquor License, Class LB, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd.

Present were: Commissioner Pro Tem Karen Schmidt and Commissioner Jack Bataoel; Staff present: George Boyle, Asst. Corporation Counsel, Chief Ken Bays, and Renee Gooderham, Chief Deputy Clerk.

Commissioner Powell stated she was a member of the applicant organization and she therefore recused herself and left the hearing.

Miles Bardell, representative for the Bloomington Normal Sunrise Rotary addressed the Commission. This was an Octoberfest event. A 5k run would be held on Constitution Trail. Brats, chips cookies and bananas would be served after the run. An accordion player will provide the music.

Motion by Commissioner Bataoel, seconded by Commissioner Schmidt to recommend at the September 28, 2017 City Council meeting, approval of the request from the Bloomington Normal Sunrise Rotary for a Limited Alcoholic Liquor License, Class LB, which would allow the selling and serving of beer and wine only by the glass for consumption on the premises for a fund raiser

to be held on October 15, 2017 from 12:00 p.m. to 3:30 p.m. at Union Park Clubhouse, 1750 General Electric Rd.

Commissioner Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

Ayes: Commissioners Bataoel and Schmidt.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the September 12, 2017 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

COMMUNITY DEVELOPMENT IMPACT: None.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

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

Recommended by:



David A. Hales
City Manager

Attachments:

- Application

APPLICATION FOR CLASS "L" LIMITED ALCOHOLIC LIQUOR LICENSE

Check Appropriate Category LB (Beer & Wine Only) LA (all types)

1. Name of Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity seeking license:

Bloomington Normal Sunrise Rotary

2. Names and Addresses of 3 to 5 responsible current members, officers or directors of the organization, group or entity:

Miles D. Bardell, 211 Parkview Drive, Bloomington IL 61701
Thomas Ryan Sebastian Herr, 2805 Capen Drive B1M IL 61704
Tracy Patkunas, 3 Banderon Way, Bloomington IL 61704

3. Description of location at which the limited alcoholic liquor license will be utilized: Union Park
(GE Park) 1750 General Electric Rd, Bloomington IL. Inside the clubhouse.

4. Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children? Yes No

5. Dates on which the Limited alcoholic liquor license will be utilized: October 15, 2017

6. Hours during which alcohol will be sold: 12 pm - 3:30 pm

7. Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any: 5K Run, with accordion music. Beer to be served after the run, with brats, chips, cookies, bananas

8. Estimate of number of persons expected to attend: 300

9. Description of the proposed procedures for handling the following:

Sale of Alcoholic Liquor: See attached

(attach sketch plan showing location of alcohol sales area)

Crowd control: See attached

Identification Check: See attached

Traffic Check: See attached

Vehicle Parking: See attached

Pedestrian Control: The park is fenced in. All Alcohol will be see attached

Site & Vicinity Cleanup: See attached

a. Has the civic, service, charitable, fraternal or social organization, group or entity applying for this license been in existence continuously for at least one year? Yes No

Date Established June 14, 1990

b. Is the civic, service, charitable, fraternal or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois? Yes No

Date Incorporated _____

11. Has the civic, service, charitable, fraternal or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a license within the past year Yes No
If yes, how many? _____

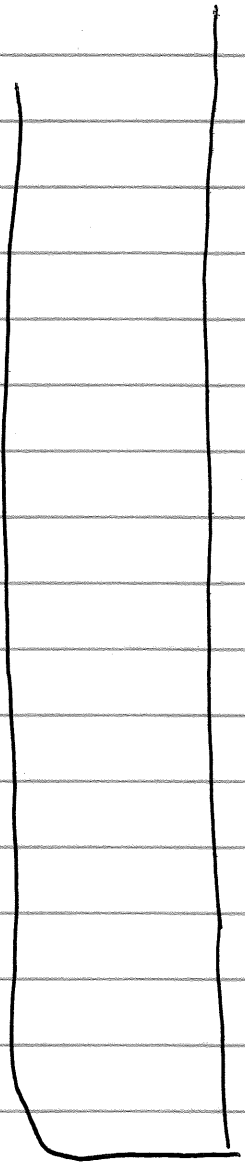
12. Submit completed application to City Clerk not more than 60 days or less than 30 days prior to the date on which license, if granted, will be utilized.

13. The following shall be furnished the City Clerk following the approval of application and prior to the issuance of license: (The license will not be issued unless all requested items are received).

a. Dram Shop Insurance Policy insuring the licensed group, organization or entity, each of the responsible individuals named as co-licensees and as named insureds. The amounts of coverage shall not be less than:

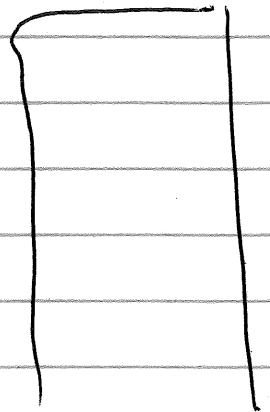
1. Sale of Alcoholic Liquor: See attached sketch. Those 21 years and over who are paid registrants for the event will have access to beer after the 5K run. The cost of the beer is included in the 5K run registration, or for non-runners, the \$10 food and beverage charge. All servers and ID checkers will be BASSET trained.
2. Crowd Control: The event is to be held at Union Park (GE Park). The alcohol will be served inside and is not allowed outside the Clubhouse building. Attendance is limited to 5K participants, club members, and family and friends. It is not a large event.
3. Identification Check: We will have BASSET trained club member volunteers checking IDs and issuing wristbands only to those 21 and over. No alcohol will be served without ID check and wristband.
4. Traffic Check: Our event does not restrict traffic on any roads. Servers will all be basset trained to ensure no participants are over-served.
5. Vehicle Parking: On-site at Union Park, as well as across GE Road in the GE Parking lot. Volunteers will be assisting with parking and managing traffic. There is significantly more parking than we will need.
6. Pedestrian Control: All alcohol will be served inside the Clubhouse, only to those with wristbands per ID Check above. The park is fenced in and all pedestrians must pass through one gate.
7. Site and Vicinity Cleanup: Rotary volunteers must clean the facility before giving the keys back to Union Park management. We have a number of volunteers who will will clean up the GE/Union park area.

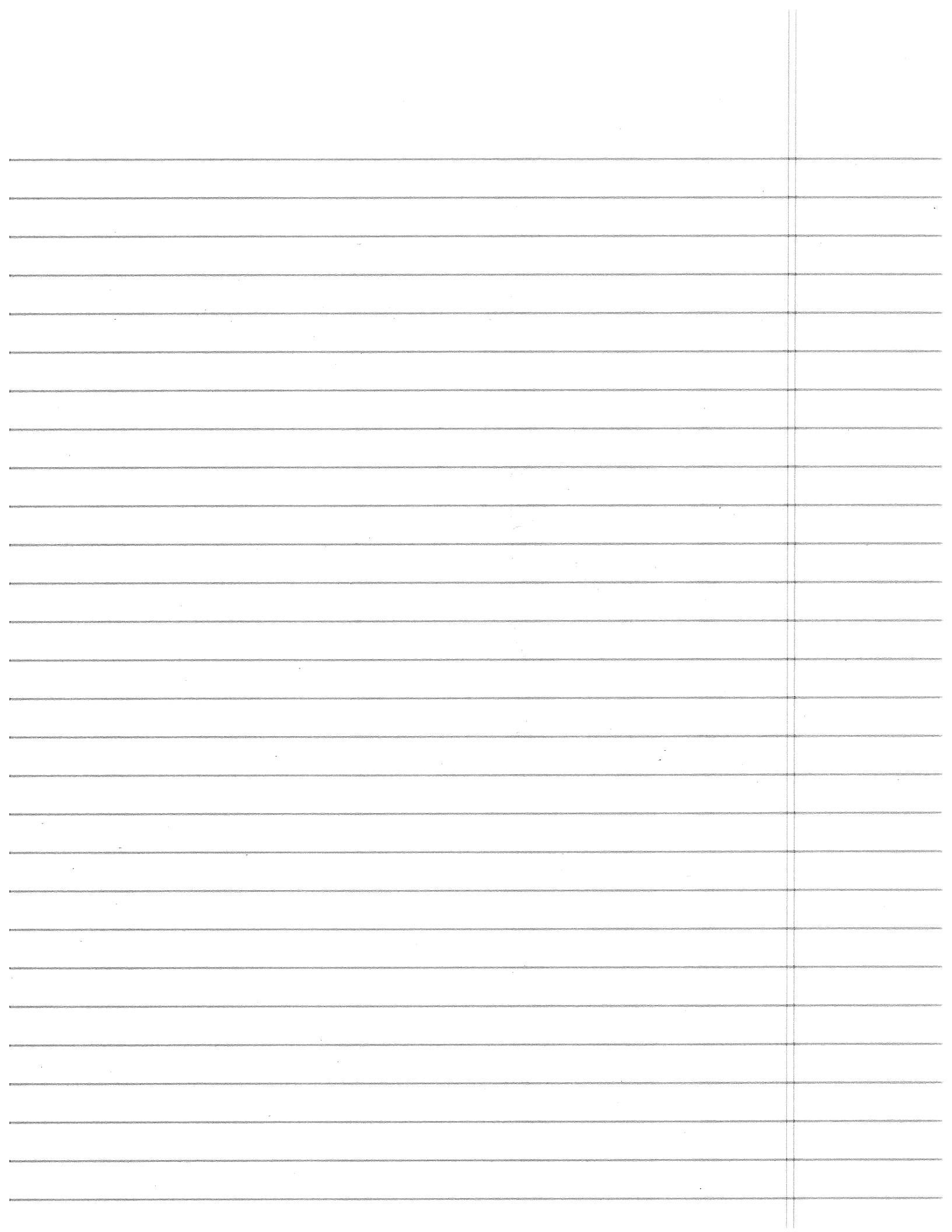
2017 OKTOBERFEST RUN



GATE

PARKING





REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: September 25, 2017

SUBJECT: Consideration of approving awarding the Request for Proposal (RFP# 2018-03) submitted by TD Equipment Finance, Inc. for the Taxable Capital Lease.

RECOMMENDATION/MOTION: That the RFP for Taxable Capital Lease be awarded to TD Equipment Finance, Inc. in the amount of \$4.7 million, and the City Manager and City Clerk be authorized to execute the necessary documents, and that the City Manager be further authorized to make amendments to the Capital Lease Equipment List within the lease amount and as in the best interest of the City as recommended by the Finance Director.

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

STRATEGIC PLAN SIGNIFICANCE: Complying with the City’s budget or annual financial plan is a literal interpretation of all goals in the Strategic Plan.

BACKGROUND: In 2011, the City began replacing its aging inventory on a rolling basis utilizing capital lease financing. A diverse range of equipment, vehicles and minor capital projects used to provide services to residents across the City can move forward in a cost effective way. The City has been successful in obtaining low interest rates by soliciting each capital lease. The total outstanding capital lease principal is \$4,699,078. (Please see exhibit 2 for breakout.)

The FY 2018 budget was adopted with purchasing capital equipment, vehicles and capital projects through our capital lease program. The lease will be executed upon approval of the memo and proceeds and expenditures are in the FY 2018 budget. Please note that all of these assets have already been purchased or committed to and the executed capital lease will reimburse spent funds, leaving the annual debt service in its place. The capital lease program issues a five or ten year lease based on the useful life of an asset being financed

An RFP was issued on August 16, 2017 and three (3) qualified responses were received listed below:

Financial Institution	5 Year Interest Rate	10 Year Interest Rate	Proposed Interest Cost
TD Equipment Finance, Inc.	2.45%	3.05%	424,099
Commerce Bank	2.60%	3.25%	452,189
J.P. Morgan	3.23%	3.23%	505,770

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An RFP was published in the Pantagraph on August, 16, 2017 and posted to the City's website the same day. Thirty Six (36) financial institutions were mailed invitations to submit a proposal on the RFP. Sixteen (16) requested the full RFP packet. Five (5) responses were received and three (3) were considered qualified.

FINANCIAL IMPACT: The estimated interest rate cost is approximately \$424,099. The principal and interest expenditure estimates for the calendar 2017 capital lease are budgeted in FY 2018 from the following line items within each department: 73401 – Principal Expense, and 73701 – Interest Expense.

COMMUNITY DEVELOPMENT IMPACT: Not applicable

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

Respectfully submitted for Council consideration.

Prepared by: Scott Rathbun, Budget Manager

Financial & budgetary review by: Patti-Lynn Silva, Finance Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments:

- CapLease RFP 2018-3 Exhibit 1: Equipment List
- CapLease RFP 2018-3 Exhibit 2: Lease Dept. Breakout

Exhibit 1

Capital Lease Equipment List – 60 Months

Parks & Recreation Registration Software	\$32,700
Agenda Management Software	\$21,420
Network Equipment Replacement	\$78,038
Network Storage & Server Equipment (Body Worn Cameras)	\$72,485
Fixed Asset Replacements (servers, large printer/scanners, etc.)	\$74,000
Video Conferencing at Fire Headquarters, Stations #2 & #6	\$254,894
WiFi Access Points at Coliseum	\$104,323
Building Safety – 2017 GMC Canyon Ext truck	\$22,628
Facilities – 2017 Ford F350 4X4	\$49,500
Facilities – 2017 Ford F350 (not 4WD)	\$35,478
City Hall Annex Demolition – Design & Initial Prep Work (In progress)	\$39,000
Parks – 2017 Ford F250	\$29,283
Parks – 2017 Ford F350	\$40,204
Parks – 2017 Ford F250	\$29,283
Parks – 2017 Kenworth T370 Grapple truck	\$203,234
Parks – (3) Toro Mowers	\$139,774
Parks – (1) 60" Deck mower	\$8,065
Parks – Woods BW 12 Single Spring mower	\$8,816
Parks – BC1500 Brush chipper	\$45,105
Parks – 74" Rear flail center mounted lawn mower	\$7,042
Parks – 2017 Tip Trailer to use with Unit 715	\$5,520
Public Works Admin – Starcom 21 Equipment/Installation	\$372,097
Engineering – 2017 Chevrolet Silverado truck	\$21,446
Street Maintenance – (2) 2017 1 Ton dump trucks	\$94,477
Fleet - Shop Pressure Washer Replacement	\$5,711
Fleet - 14,000 lb. 4 Post Vehicle Lift	\$5,375
Police – 2017 Ford Police Interceptor	\$30,391
Police – (3) 2017 Ford Police Interceptors	\$91,173
Police – 2017 Ford Police Interceptor	\$30,391
Police – 2017 Ford Police Interceptor	\$30,391
Police – (2) Ford Police Interceptors	\$60,782
Police – 2017 Chevrolet Tahoe	\$39,974
Police – 2017 Chevrolet Tahoe	\$39,617
Police - 2016 Kawasaki Black 4X4 utility vehicle	\$11,754
Fire – 2017 Ford Utility Interceptor	\$32,556
Fire – LifePak15 - Cardiac Monitor/Debrillator (1)	\$30,650
Fire – Stryker Power – PRO XT Cot (1)	\$18,056
Fire – Multi-Year Outdoor Warning Siren (1)	\$37,249
Fire – (8) IV Administration Pumps	\$24,000
Water – T&D – Leak Detection Equipment	\$21,390
Water – T&D – RF Precision Locating Equipment (JULIE)	\$20,422

Water – T&D – Excavation Shoring Equipment (Hydraulic & Box)	\$15,921
Water – Purification – 2005 Ford F350 Replacement	\$42,377
Water – Purification – Stream Sampling/Flow Monitoring Equipment	\$60,000
Water – Purification- Field Instrumentation & Dataloggers	\$34,987
Water – Purification – Gator for Watershed Field Work/Monitoring	\$25,350
Water – Purification – Turbidimeters for Filters	\$89,605
Water – Purification – Survey Grade GPS Unit	\$43,329
Water – Lake Maintenance – Floating Dock Section Replacements	\$39,498
Storm Water – 2017 Elgin Street Sweeper	\$257,127
Solid Waste – 2017 McNeilus Model 2511 Rear Loading Refuse truck	\$164,123
Solid Waste – 2017 WA200-7 – Wheel Loader	\$221,523
Golf – The Den at Fox Creek – 2017 Ford Explorer	\$27,802
5 Year Lease Total	\$3,340,336

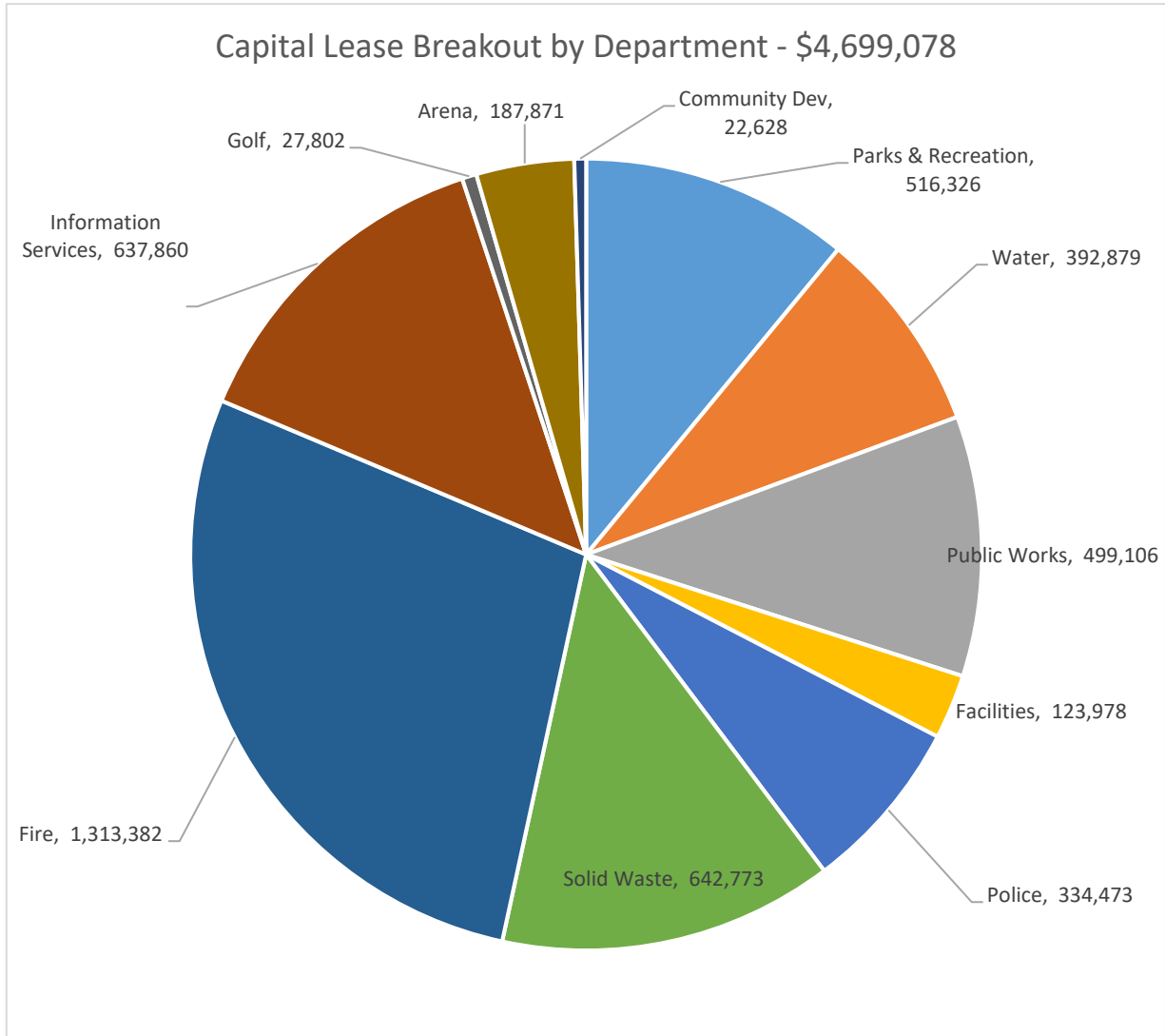
Capital Lease Equipment List – 120 Months

Fire – 2017 E-One 1500GPM Rescue Pumper Unit	\$647,125
Fire – 2018 International Navistar Horton Ambulances (2)	\$523,746
Grossinger Motors Arena – Hockey Dasher Boards	\$187,871

10 Year Lease Total	\$1,358,742
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TOTAL	\$4,699,078
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Exhibit 2





REGULAR MEETING AGENDA ITEM NO. 8B

FOR COUNCIL: September 25, 2017

SUBJECT: Consideration of an Ordinance Amending Chapter 37 of the City Code to enact provisions changing sanitary sewer and stormwater rates

RECOMMENDATION/MOTION: That the Ordinance Amending Chapter 37 of the City Code to increase the sanitary sewer and stormwater rates be approved and the Mayor and City Clerk authorized to execute the ordinance.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 2. Upgrade City Infrastructure and Facilities; Goal 2. Upgrade City Infrastructure and Facilities; Goal 5. Great Place – Livable, Sustainable City; Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 1a - Budget with adequate resources to support defined services and level of services; Objective 1d - City services delivered in the most cost-effective, efficient manner; Objective 2c - Functional, well maintained sewer collection system; Objective 5a - Well-planned City with necessary services and infrastructure; Objective 5b - City decisions consistent with plans and policies; Objective 6a - a. More beautiful, clean Downtown area; Objective 6c - Downtown becoming a community and regional destination; Objective 6d - Healthy adjacent neighborhoods linked to Downtown

BACKGROUND:

The needs of the sanitary sewer system and storm water system in the City of Bloomington have been well documented. Current fees do not begin to generate revenue sufficient to respond to these needs. The rate currently affords the City the resources it needs for only a limited degree of sewer maintenance, limited sewer rehabilitation (lining) and occasional small sewer replacement projects. Most sewer repair is done in response to emergency sewer main breaks and sewer collapses. The current rates for the Storm Water Utility have not changed since created in 2004. Public Works currently cannot fund established programs and projects, let alone address the needs identified in the Master Plans. The following are items not currently being done:

- Adequate funding for complete televising and rating of all public sewers. Only 13% of public sewers have been televised and rated at this point.
- Fully funding needed sewer lining. Currently funds exist for \$700,000 in lining but the master plan recommends \$2.5 to \$3 million. Being proactive with lining is more cost effective than reactive point repairs in sewers.

- The mandatory elimination of Combined Sewer Overflows, which are events that involve untreated sewage emptying directly into streams. The rates cannot support repayment of a low-interest state loan.
- A detention basin maintenance program. Currently there is no maintenance program.
- Installation of sump pump drain lines in older neighborhoods. These drain lines keep sump pump water from puddling on sidewalks, where they create a slippery green slime in the summer and ice in the winter.

The City Council approved the Sewer and Stormwater Rate and Impact Fee Study on January 12, 2015. Raftelis was chosen for the study following a Request for Qualifications process. Raftelis used the draft Sewer and Stormwater Master Plans to develop long-term strategies to pay for infrastructure needs and anticipated changes to operations.

On September 14, 2015, the City Council voted to approve the City of Bloomington Stormwater and Sanitary Sewer Master Plans. A team comprising of Foth Infrastructure & Environment, OHM Advisors and Michael Baker Jr., Inc. produced the Stormwater and Sewer Master Plans to enable short-term and long-term planning. The project team produced more than 1,000 pages of research and recommendations.

The Plans take into account stormwater, sanitary sewer, combined sewer and asset management needs over 20 years. It identifies the need for over **\$136 million** in system improvements over that time period. The level of service (the ability to fund the projects) depends largely on funding support from sanitary sewer user fees and the stormwater utility fee.

Some of these projects, such as the sanitary sewer rehabilitation and lining program, have already been incorporated into City budgets and implemented by City staff, but at funding levels lower than recommended. Raftelis presented its findings from the Sewer and Stormwater Rate and Impact Fee Study on December 14, 2015.

On September 11, 2017 the City Council saw a presentation and discussed a staff recommendation for sanitary sewer and stormwater rate increases, which increased rates over the course of five years with an annual 3 percent increase in subsequent years. Council requested information on immediately increasing fees the first year and then increasing rate 3 percent annually moving forward. During the Committee of the Whole meeting on September 18, 2017, the majority of the Council supported the immediate increase, which is now the staff recommendation outlined below.

Current Fees

Stormwater Utility: Bloomington created a “Stormwater Utility” in 2004 used as a vehicle for storm water management. Storm water management includes streams, detention basins, storm sewers and half the expense of combined sewers. It provides regulation to private properties to reduce water runoff impact on adjacent properties.

Sanitary sewer billing is based on metered water billing. Water usage does not equate to impact on the storm water system. A measure for storm water is the amount of impervious material on a property – house, driveway, garage, shed, parking areas, etc. Impervious material is material that

does not readily absorb water; it causes water runoff. The City bills by Impervious Area Units. One (1) IAU equals one thousand (1,000) square feet of impervious area.

Revenue from the Stormwater Utility Fee is designated for expenses related to storm water. The money cannot be used elsewhere. Stormwater was designated as an Enterprise Fund, meaning that the Utility should pay all storm water expenses (and contains a reserve). Rates for the Utility have not changed since its establishment in 2004, making the ability to fund projects limited.

Master Plan Recommendation for Stormwater Utility: The 2014 City of Bloomington Stormwater and Sanitary Sewer Master Plans identify **\$36 million** in potential spending related to storm water over the next twenty (20) years. None of these projects are funded under the existing rate structure.

Current Storm Water Utility Rates for Bloomington, IL		
Single-Family, Duplexes		FY 18 Actual
Small Parcels (gross area ≤ 7,000 cf)		\$2.90/month
Medium Parcels (gross area > 7,000, less than or = 12,000 cf)		\$4.35/month
Large Parcels (gross area > 12,000 cf)		\$7.25/month
Parcels other than Single-Family, Duplexes		FY 18 Actual
Base charge per Impervious Area Unit (IAU)		\$1.45/month
Parcels ≤ 4,000 cf are charged flat rate equivalent of 4 IAUs		\$5.80/month
10 IAU (Typical Commercial Bill)		\$14.50/month
Parcels > 4,000 cf are charged for actual number of IAUs or for 4 IAUs, whichever is greater.		

Property owners who make certain storm water accommodations on their property to lessen storm water impact can qualify for credits up to 50%.

Sanitary Sewer: Two (2) governing bodies charge for sanitary sewer services in Bloomington: The City and the Bloomington and Normal Water Reclamation District. Fees are separate. The City last raised its rate on January 1, 2012, when it began charging \$1.60 per 100 cubic feet of water. Sanitary sewer also operates as an Enterprise Fund. Revenue from the sanitary sewer fee is designated for expenses related to wastewater. The money cannot be used elsewhere.

Master Plan Recommendation for Stormwater Utility: The 2014 Stormwater and Sanitary Sewer Master Plans identify **\$82 million** in potential spending over twenty (20) years. Few of these proposed items can be funded currently.

Additional Master Plan Recommendation for Sanitary Sewer and Stormwater Utilities: In addition to the amounts mentioned in the previous sections, the 2014 Stormwater and Sanitary Sewer Master Plans identify **\$16 million** in spending for Asset Management. This includes items such as the CCTV inspection program and manhole inspection program.

Staff Recommendation: Immediate Rate Increase

At the Committee of the Whole meeting on September 18, 2017, a straw poll showed that the majority the Council is supportive of authorizing an immediate increase of rates rather than increasing the rates over a period of five years. This would also increase all three types of fees

currently collected for sanitary sewer and stormwater. Under this rate increase, sanitary sewer consumption fees, sanitary sewer fixed fees would increase by **50 percent** in FY 19. In the following years, assuming no additional Council action is taken, fees would continue to increase in FY 20 and beyond at a rate of **3 percent** per year. Storm water fixed fees would increase **30 percent** in FY 19 with a **3 percent** annual increase in subsequent years, assuming no additional Council action. These rate increases align with the Sanitary Sewer and Stormwater Master Plans in that they raise **\$95.3 million** in additional revenue for sanitary sewer and **\$41.8 million** in additional revenue for stormwater for a total of **\$137.1 million**. The increased revenue meets the recommendations from the City Council approved Sanitary Sewer and Stormwater Master Plans. In this scenario, the “tipping point” or point at which results can be seen from rate increases would occur within **4 years**. After the initial rate increases, typical bills would be lower under this scenario than under the rate increase over time scenario. Further information on these rates is available in the attached Financial Detail document.

Impact of Immediate Rate Increase

The following numbers are based on typical usage and do not include inflation.

Stormwater: The fixed fee for stormwater has a number of variables, but the typical residential user has a medium parcel with a fixed charge for 3 IAU. For small businesses, or parcels with less than 4,000 square feet of impervious area, the fixed charge is based on 4 IAU. The typical commercial parcel greater than 4,000 square feet of impervious area uses 10 IAU.

Stormwater Immediate Rate Increase Impact to Typical Customer					
Fiscal Year	Small Parcel Residential Bill (2 IAU)	Medium Parcel Residential Bill (3 IAU)	Large Parcel Residential Bill (5 IAU)	Commercial Parcels ≤ 4,000 ft ³ (4 IAU)	Typical Commercial Parcel > 4,000 ft ³ (10 IAU)
*FY 18	\$ 2.90	\$ 4.35	\$ 7.25	\$ 5.80	\$ 14.50
FY 19	\$ 3.77	\$ 5.66	\$ 9.43	\$ 7.54	\$ 18.85

**Based on FY 17 Number
3% annual increase begins FY 24*

Sanitary Sewer: Sanitary Sewer users are charged by the amount of cubic feet used as well as a fixed fee. The impacts are found in the chart below.

Sanitary Sewer Rate Immediate Increase Impact to Typical Customer			
Fiscal Year	Typical Total Residential Bill (500 ft ³ & Fixed Fee)	Typical Total Commercial Bill (1,000 ft ³ & Fixed Fee)	Percent Increase
*FY 18	\$ 9.50	\$ 17.50	N/A
FY 19	\$ 14.25	\$ 26.25	50.0%

**Based on FY 17 Number
3% annual increase begins FY 24*

Proposed Capital Projects

Sanitary Sewer

- CCTV Inspection
- Manhole Inspection
- Manhole and Sewer Main Lining

Stormwater

- Sump Pump Drain Program
- Rowe Drive Drainage Way
- Pond Inspection and Maintenance Program
- Urban Stream Repairs

Please see the Capital Projects attachment for additional details on capital projects that could occur under the rate increase over time scenario or the immediate increase scenario.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The current rates, proposed rates, and impact to consumer fee structure are included in the memo and subsequent attachments.

COMMUNITY DEVELOPMENT IMPACT: N/A

Link to Comprehensive Plan/Downtown Plan Goals:

D-4 A clean and safe Downtown; HL-3 Ensure a healthy environment and accessibility of parks and open spaces; NE-1 Protect and conserve the community's vital natural resources; NE-3 Reduce environmental pollutants; UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment; UEW-3 Education and increase public awareness regarding utility, energy and water issues; CF-1 Continue to provide quality public facilities and services; CF-2 Provide public services in a fiscally, socially and environmentally responsible manner

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Scott Rathbun, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales, City Manager

Attachments:

- PW 1B ORDINANCE Sanitary Sewer and Stormwater Proposed Rate Increases
- PW 1C FINANCIAL DETAILS Sanitary Sewer and Stormwater Proposed Rate Increases
- PW 1D CAPITAL PROJECTS Sanitary Sewer and Stormwater Proposed Rate Increases
- PW 1E PRESENTATION Sanitary Sewer and Stormwater Proposed Rate Increases
- Draft September 18, 2017 Committee of the Whole Minutes

ORDINANCE NO. 2017 –

AN ORDINANCE AMENDING CHAPTER 37 OF THE CITY CODE TO ENACT PROVISIONS CHANGING SANITARY SEWER AND STORM WATER RATES

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

WHEREAS, the City of Bloomington owns and operates a sanitary sewer system and a storm water system; and

WHEREAS, the City of Bloomington has established rates for use of the sanitary sewer system and storm water system, which charges include a fixed fee and a monthly charge based on cubic feet of water consumed; and

WHEREAS, the City of Bloomington approved the Stormwater and Sanitary Sewer Master Plans in September 2015, which include more than 1,000 pages of research and recommendations to enable short-term and long-term planning for the sanitary sewer system and storm water system; and

WHEREAS, adjustment to the sanitary sewer rate and storm water rate structures are necessary to fund the proposed projects included in the Stormwater and Sanitary Sewer Master Plans, to maintain the Stormwater Enterprise Fund and Sanitary Sewer Enterprise Fund balances at financially responsible levels, to fund necessary maintenance operations, and to provide proper staffing; and

WHEREAS, the Bloomington City Council finds it in the best interest of the health, safety and welfare of the citizens of Bloomington to adjust the rates for use of the sanitary sewer system.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois that Chapter 37, Section 51 and Section 66 are amended by replacing those Sections, in their entirety, with the following:

CHAPTER 37: SEWERS & SEWAGE DISPOSAL

ARTICLE IV: RATES FOR USE OF SEWERAGE SYSTEM

Section 51. Charges Based on Quantity of Water Used

Effective on billing cycles beginning May 1, 2018, there shall be and there are hereby established monthly rates and charges for the use of service of the sewerage system of the City based upon the amount of water consumed on the water meter reading as follows:

\$2.40 per 100 cubic feet

The rates charged for sewer shall in no case be less than the monthly service charge which shall be set at \$2.25 per month, exclusive of consumption.

Effective on the billing cycle beginning May 1, 2019, the established monthly rates and charges for the use of service of the sewerage system of the City will increase annually, at a compounding rate of 3 percent over the rate from the previous year, on May 1 of each year.

Section 66. Storm Water Service Charges

Effective on billing cycles beginning May 1, 2018, there shall be and there are hereby established monthly rates and charges for the use of service of the storm water system of the City based upon the following:

(a) Single Family Residential (SFR) property charges:

Small parcels (gross area less than or equal to 7,000 square feet) -- \$3.77 per month

Medium parcels (gross area greater than 7,000 square feet and less than or equal to 12,000 square feet) -- \$5.66 per month

Large parcels (gross area over 12,000 square feet) -- \$9.43 per month

(b) Parcels other than Single Family Residential:

Charge per Impervious Area Unit (IAU) -- \$1.89 per month

Parcels less than or equal to 4000 sq. ft. shall be charged a flat rate equivalent to four (4) IAU's. -
- \$7.54 per month

Parcels greater than 4000 sq. ft. will be charged for the actual number of IAU's within the parcel, or four (4) IAU's whichever is greater.

Effective on the billing cycle beginning May 1, 2019, the established monthly rates and charges for the use of service of the storm water of the City will increase annually, at a compounding rate of 3 percent over the rate from the previous year, on May 1 of each year.

PASSED this ___ day of _____, 2017.

APPROVED this ___ day of _____, 2017.

APPROVED:

Tari Renner
Mayor

ATTEST:

Cherry Lawson
City Clerk

Financial Details of Sanitary Sewer Rate Scenarios

Immediate Rate Increase

	ft ³	100 ft ³	Total # of Accounts
Total Consumption*	260,392,984	2,603,930	23,825

*FY 17 Numbers from Water Department

This model includes additional staff from rate study. This model does not include inflation.

Sanitary Sewer Consumption Fee							
Fiscal Year	Consumption Fee per 100 ft ³	Consumption Fee Increase	Consumption Fee % Increase	Projected Additional Revenue	Cumulative Projected Additional Revenue	Projected Revenue Increase	Projected Revenue
*FY 18	\$ 1.60						\$ 4,166,288
FY 19	\$ 2.40	\$ 0.80	50.0%	\$ 2,083,144	\$ 2,083,144	\$ 2,083,144	\$ 6,249,432
FY 20	\$ 2.47	\$ 0.07	3.0%	\$ 2,270,627	\$ 4,353,771	\$ 187,483	\$ 6,436,915
FY 21	\$ 2.55	\$ 0.07	3.0%	\$ 2,463,734	\$ 6,817,505	\$ 193,107	\$ 6,630,022
FY 22	\$ 2.62	\$ 0.08	3.0%	\$ 2,662,635	\$ 9,480,140	\$ 198,901	\$ 6,828,923
FY 23	\$ 2.70	\$ 0.08	3.0%	\$ 2,867,503	\$ 12,347,642	\$ 204,868	\$ 7,033,790

Includes additional staff from rate study and a 3% annual increase beginning FY 20 (does not include inflation)

**Based on FY 17 Number*

Sanitary Sewer Fixed Fee							
Fiscal Year	Monthly Fixed Fee	Fixed Fee Increase	Fixed Fee % Increase	Projected Additional Revenue	Cumulative Projected Additional Revenue	Projected Revenue Increase	Projected Revenue
*FY 18	\$ 1.50						\$ 526,479
FY 19	\$ 2.25	\$ 0.75	50.0%	\$ 263,240	\$ 263,240	\$ 263,240	\$ 789,719
FY 20	\$ 2.32	\$ 0.07	3.0%	\$ 286,931	\$ 550,171	\$ 23,692	\$ 813,411
FY 21	\$ 2.39	\$ 0.07	3.0%	\$ 311,334	\$ 861,504	\$ 24,402	\$ 837,813
FY 22	\$ 2.46	\$ 0.07	3.0%	\$ 336,468	\$ 1,197,972	\$ 25,134	\$ 862,947
FY 23	\$ 2.53	\$ 0.07	3.0%	\$ 362,356	\$ 1,560,329	\$ 25,888	\$ 888,836

Includes additional staff from rate study and a 3% annual increase beginning FY 20 (does not include inflation)

**Based on FY 17 Number*

Financial Details of Sanitary Sewer Rate Scenarios

Immediate Rate Increase

Sanitary Sewer Combined Fees		
Fiscal Year	Total Projected Additional Revenue	Total Projected Revenue
*FY 18		\$ 4,692,767
FY 19	\$ 2,346,384	\$ 7,039,151
FY 20	\$ 2,557,558	\$ 7,250,325
FY 21	\$ 2,775,068	\$ 7,467,835
FY 22	\$ 2,999,103	\$ 7,691,870
FY 23	\$ 3,229,859	\$ 7,922,626
FY 18-FY 38	\$ 95,289,272	\$ 193,837,381

**Based on FY 17 Numbers*

***3% annual increase begins FY 20
(does not include inflation)*

Financial Details of Stormwater Rate Scenarios

Immediate Rate Increase

Parcel Type	Monthly Charge	# of Users*
Single-Family and Duplexes		
Small Parcel (gross area ≤ 7,000 ft ³)	\$ 2.90	8,187
Medium Parcel (7,000 ft ³ < gross area ≤ 12,000 ft ³)	\$ 4.35	10,978
Large Parcel (gross area > 12,000 ft ³)	\$ 7.25	4,606
Parcels other than Single-Family, Duplexes**		
Small Commercial Parcels ≤ 4,000 sq. ft.	\$ 5.80	1,792
Large Commercial	Varies	7,165
Base charge per IAU	\$ 1.45	

*FY 17 Numbers from Water Department

**Parcels other than Single-Family and Duplexes greater than 4,000 ft³ are charged for actual number of IAUs within the parcel or 4 IAUs, whichever is greater.

This model includes additional staff from master plan, but does not include inflation.

Stormwater Fixed Fee							
Fiscal Year	Rate per IAU	Fee Increase	Fee % Increase	Projected Additional Revenue	Cumulative Projected Additional Revenue	Projected Revenue Increase	Projected Revenue
*FY 18	\$ 1.45						\$ 2,803,291
FY 19	\$ 1.89	\$ 0.44	30.0%	\$ 840,987	\$ 840,987	\$ 840,987	\$ 3,644,278
FY 20	\$ 1.94	\$ 0.06	3.0%	\$ 950,316	\$ 1,791,303	\$ 109,328	\$ 3,753,607
FY 21	\$ 2.00	\$ 0.06	3.0%	\$ 1,062,924	\$ 2,854,227	\$ 112,608	\$ 3,866,215
FY 22	\$ 2.06	\$ 0.06	3.0%	\$ 1,178,910	\$ 4,033,137	\$ 115,986	\$ 3,982,201
FY 23	\$ 2.12	\$ 0.06	3.0%	\$ 1,298,376	\$ 5,331,513	\$ 119,466	\$ 4,101,667

Includes additional staff from master plan and a 3% annual increase beginning FY 20 (does not include inflation)

**Based on FY 17 Number*

Financial Details of Stormwater Rate Scenarios

Immediate Rate Increase

Stormwater Fees		
Fiscal Year	Total Projected Additional Revenue	Total Projected Revenue
*FY 18		\$ 2,803,291
FY 19	\$ 840,987	\$ 3,644,278
FY 20	\$ 950,316	\$ 3,753,607
FY 21	\$ 1,062,924	\$ 3,866,215
FY 22	\$ 1,178,910	\$ 3,982,201
FY 23	\$ 1,298,376	\$ 4,101,667
FY 18 - FY 38	\$ 41,857,303	\$ 100,726,414

**Based on FY 17 Numbers*

*3% annual increase begins FY 20
(does not include inflation)*

Sanitary Sewer and Stormwater Master Plans Proposed Rate Increases

Capital Projects

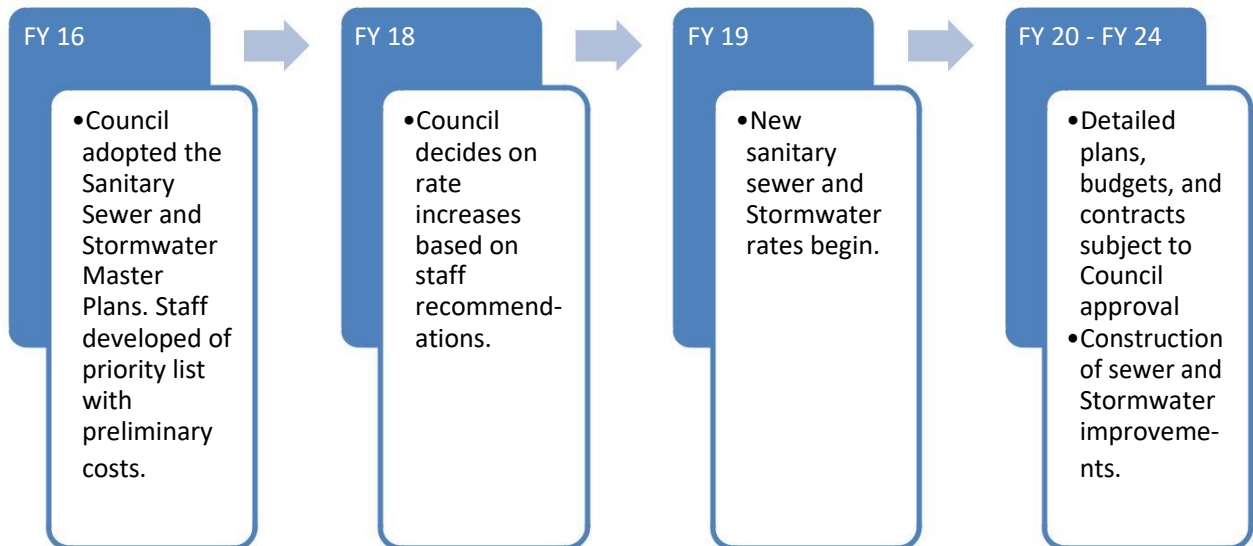
Introduction

This report gives narrative details on capital projects of \$500,000 or greater for the first five years of the proposed sanitary sewer and stormwater master plans proposed rate increases.

The report is divided into four parts:

- Part 1: Rate-Funded Sanitary Sewer Projects FY 20 to FY 24
- Part 2: Rate-Funded Stormwater Projects FY 20 to FY 24
- Part 3: Funding Levels for Capital Projects and Staff for Immediate Rate Increase
- Part 4: Current Rates for Sanitary Sewer, Stormwater, and Water Services

Timeline



Part 1: Rate-Funded Sanitary Sewer Projects FY 20 to FY 24



Ongoing sanitary sewer programs address two key issues: Aging sewers in the core of the city and inflow and infiltration (I/I) of groundwater and Stormwater into sanitary sewers. The following sanitary sewer programs will help the City eliminate inflow and infiltration.

Multi-Year Sewer CCTV Evaluations: \$2 million

Digital camera footage is analyzed to detect problems and plan corrections. CCTV inspection of public sewer mains will take place in target areas that are experiencing I/I, deterioration, and street maintenance or resurfacing.

Manhole Inspections: \$450,000

Leaking and defective manholes are a common source of I/I. City crews will inspect manholes to help determine the next course of action.

Manhole and Sewer Main Lining: \$11.2 million

In core areas, including Downtown, old sewers can be rehabilitated with spot repairs and lining – at considerably lesser costs than sewer main replacement. On the east side, lining is being used to reduce I/I, and effectiveness will be analyzed from a test area.

Part 2: Rate-Funded Stormwater Projects FY 20 to FY 24

Sump Pump Drain Program: \$600,000

The sump pump drain program provides funding to install or maintain public sump pump drains, which allow private sump pumps to safely drain into public storm sewers.

Rowe Drive Drainage Way Improvements Design: \$1,000,000

Design and construction of improvements to the Rowe Drive Drainage Channel, a tributary to Sugar Creek, entails rehabbing this Sugar Creek tributary. Early plans advocate installation of underground piping to convey water during low flow. The sides of the channel would be stabilized and vegetated to prevent erosion during high-flow periods. Construction would occur along 2,700 feet of channel, from Towanda Avenue to Veterans Parkway.



Pond Inspection and Maintenance Program for Public and Private Ponds: \$730,000

The program entails systematic inspection and maintenance of 73 City-owned detention ponds. Maintenance includes items such as sediment removal and shoreline repair/stabilization. The program also entails inspection of detention ponds that are part of the Stormwater system but are owned by private interests such as a homeowners association. Corrections are the owners' responsibility. There are more than 300 such ponds, 81 of which exceed a half-acre in size. Private ponds have great impact on City infrastructure.



Urban Channel Retrofits and Urban Stream Repairs: \$3,000,000

Urban channels are straighter than rural channels, and they have less room for meandering because of development. Straighter channels run faster during heavy flow periods, and that lends itself to erosion on the sides of the channels. Site-specific solutions must be developed, and the City has identified numerous locations that require work

Part 3: Funding Levels for Capital Projects and Staff for Immediate Rate Increase

Immediate Rate Increase

Sanitary Sewer Projects	FY 20	FY 21	FY22	FY 23	FY 24	Total
CCTV Evaluations	\$ (400,000)	\$ (400,000)	\$ (400,000)	\$ (400,000)	\$ (400,000)	\$ (2,000,000)
Manhole Inspections	\$ (90,000)	\$ (90,000)	\$ (90,000)	\$ (90,000)	\$ (90,000)	\$ (450,000)
Manhole and Sewer Main Lining	\$ (1,800,000)	\$ (2,000,000)	\$ (2,200,000)	\$ (2,500,000)	\$ (2,700,000)	\$ (11,200,000)
Capital Cost Subtotal						\$ (13,650,000)
Projected Additional Revenue	FY 20	FY 21	FY22	FY 23	FY 24	Total
50% Rate Increase FY 19, 3% Rate Increase Thereafter	\$ 2,346,384	\$ 2,557,558	\$ 2,775,068	\$ 2,999,103	\$ 3,229,859	\$ 13,907,971
Total	\$ 56,384	\$ 67,558	\$ 85,068	\$ 9,103	\$ 39,859	\$ 257,971

Stormwater Projects	FY 20	FY 21	FY22	FY 23	FY 24	One-Time Cost	Total
Sump Pump Drain Program	\$ (100,000)	\$ (100,000)	\$ (100,000)	\$ (150,000)	\$ (150,000)	N/A	\$ (600,000)
Rowe Drive Drainage Way Improvem	N/A	N/A	N/A	N/A	N/A	\$ (1,000,000)	\$ (1,000,000)
Urban Stream Repair	\$ (140,000)	\$ (140,000)	\$ (150,000)	\$ (150,000)	\$ (150,000)	N/A	\$ (730,000)
Pond Inspection and Maintenance	\$ (600,000)	\$ (600,000)	\$ (600,000)	\$ (600,000)	\$ (600,000)	N/A	\$ (3,000,000)
Total						\$ (3,700,000)	
Projected Additional Revenue	FY 20	FY 21	FY22	FY 23	FY 24	Total	
30% Rate Increase FY 19, 3% Rate Increase Thereafter	\$ 840,987	\$ 950,316	\$ 1,062,924	\$ 1,178,910	\$ 1,298,376	\$	5,331,513
Total	\$ 987	\$ 110,316	\$ 212,924	\$ 278,910	\$ 398,376	\$	1,513

Part 4: Current Rates for Sanitary Sewer, Stormwater, and Water Services

Water Rates - Effective 2012

The cost for use of City water shall be ascertained according to the amount of water used during the month for which the charge is made and shall be graduated as follows:

Rate Per 100 Cubic Feet	Inside City	Outside City
First 2,300 cubic feet per month	\$4.01	\$9.06
Next 11,700 cubic feet per month	\$3.87	\$8.86
Next 486,000 cubic feet per month	\$3.42	\$7.75
Over 500,000 cubic feet per month	\$2.69	\$6.12

Monthly Service Charge

Meter Size	Inside City	Outside City
5/8 x 1/2" meters	\$1.25	\$2.75
5/8 x 3/4" meters	\$5.00	\$6.50
3/4" meters	\$6.00	\$7.50
1" meters	\$8.00	\$10.00
1.5" meters	\$10.50	\$13.00
2" meters	\$16.00	\$20.00
3" meters	\$28.00	\$39.00
4" meters	\$46.00	\$66.00
6" meters	\$92.00	\$131.00
8" meters	\$146.00	\$196.00

(City Code Ch. 27 Sec. 27) 7.48 Gallons = 1 cubic foot

Stormwater Rates – Effective 2004

Parcel Type	Monthly Charge	# of Users*
Single-Family and Duplexes		
Small Parcel (gross area $\leq 7,000 \text{ ft}^3$)	\$ 2.90	8,187
Medium Parcel ($7,000 \text{ ft}^3 < \text{gross area} \leq 12,000 \text{ ft}^3$)	\$ 4.35	10,978
Large Parcel (gross area $> 12,000 \text{ ft}^3$)	\$ 7.25	4,606
Parcels other than Single-Family, Duplexes**		
Small Commercial Parcels $\leq 4,000 \text{ sq. ft.}$	\$ 5.80	1,792
Large Commercial	Varies	7,165
Base charge per IAU	\$ 1.45	

*FY 17 Numbers from Water Department

**Parcels other than Single-Family and Duplexes greater than $4,000 \text{ ft}^3$ are charged for actual number of IAUs within the parcel or 4 IAUs, whichever is greater.

Sanitary Sewer Rates – Effective 2012

Rate per 100 cubic feet
\$1.60

The monthly service charge of \$1.50 applies to each bill, regardless of usage.



Sanitary Sewer and Stormwater Master Plans: Proposed Rate Increases

A Proactive Approach to Sanitary Sewer and Stormwater

- Both rate proposals enable proactive repairs and meet goals from the City's master plans
- Revenue Generated
 - Sanitary Sewer: **\$95 million**
 - Stormwater: **\$42 million**
 - Total: **\$137 million**

<u>Funding Goals from Master Plans</u>	
Asset Management	\$16 million
Stormwater	\$36 million
Sanitary Sewer	\$83 million
TOTAL	\$136 million

How does this affect a typical residential customer?

Storm Sewer Rate Increase Impact to Typical Residential Customer		
Fiscal Year	Typical Residential Bill	Percent Increase
(Current) *FY 18	\$ 4.35	N/A
FY 19	\$ 5.66	30.0%
<p><i>*Based on FY 17 Number</i> <i>3% annual increase begins FY 20</i></p>		

How does this affect the typical customer?

Sanitary Sewer Rate Increase Impact to Typical Residential Customer		
	Immediate Increase	
Fiscal Year	Typical Total Residential Bill (500 ft ³ & Fixed Fee)	Percent Increase
Current *FY 18	\$ 9.50	N/A
FY 19	\$ 14.25	50.0%
<p><i>*Based on FY 17 Number 3% annual increase begins FY 20</i></p>		

**SUMMARY MEETING MINUTES
COMMITTEE OF THE WHOLE SESSION
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF
BLOOMINGTON, ILLINOIS
MONDAY, SEPTEMBER 18, 2017; 5:30 P.M.**

1. Call to Order

The Council convened in Committee of the Whole Session in the Council Chambers, City Hall Building, at 5:30 p.m., Monday, September 18, 2017. Mayor Pro Tem Schmidt called the meeting to order and directed the City Clerk to call the roll.

2. Roll Call

Aldermen Present: Mboka Mwilambwe, Amelia Buragas, Joni Painter, Karen Schmidt, Scott Black, Diane Hauman, Jamie Mathy, Kim Bray and Mayor Tari Renner (Absent).

Staff Present: David Hales, City Manager (Absent); Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson Clerk; Brendan Heffner, Police Chief; Scott Sprouls, Information Services Director; and other City staff were present.

3. Public Comment

Mayor Pro Tem Schmidt opened the meeting to receive Public Comment.

4. Consideration of approving the Committee of the Whole Meeting Minutes of August 21, 2017.

Motion by Alderman Bray, second by Alderman Painter, that the minutes of the Committee of the Whole Meeting of August 21, 2017 be approved and dispensed with noted corrections.

Mayor Pro Tem Schmidt directed the Clerk to call the roll which resulted in the following:

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

Nays: None.

Motion carried.

5. Presentation and discussion on unfunded general capital projects and available and alternative funding sources. (Presentation by City Manager David Hales and Finance Director Patti-Lynn Silva, 15 minutes. City Council discussion, 30 minutes.)

Ms. Silva provided a review of the unfunded and funded parts of the capital budget. On the first side, there are the Enterprise and Non-Enterprise and the specific projects that belong in each. Regarding the unfunded, water would like to do more and sanitary sewer is the maintenance that we are not quite hitting right now. The items that staff has identified, Council has not provided a decision on. The question is if we do not have a specific user fee for these types of capital needs, where do you look. Capital needs are where you get into your general taxation, and a lot of that has been earmarked for some capital like streets and funding mental health. We also have some deficit issues that we have been dealing with.

Mayor Pro Tem Schmidt asked Ms. Silva if she could put a dollar amount on the structural deficit.

Ms. Silva stated that roughly for 2019, it is about \$1.6 million, but the question is if it is \$1.6 without having any capital maintenance in it. The policy decision is whether capital maintenance is going to be a discretionary part of the budget or not. If not, then how can we get something going for not just basic infrastructure but also building the tax base.

Alderman Buragas asked about the numbers on sanitary/sewer and whether they include any projections based on what Council may or may not do with fees, and asked if any narrowing of projects had been completed from the master list received. Is staff making any recommendation in terms of what a full CIP budget might look.

Alderman Mathy inquired about an update of funding the Police and Fire Pensions. He stated we were on an accelerated payment schedule to try to get ahead of those payments and asked if we were still on track with that.

Alderman Mwilambwe asked where the General Fund reserve stands.

Ms. Silva stated at the end of April, we had about 15% Fund Balance and finished the year with a modest surplus.

Alderman Black stated, considering the items that the City is looking at: fee increases for sewers, storm water among other projects, he would prefer that all items be included at one time when it comes to the Council in March for a full vote.

Mayor Pro Tem Schmidt asked Ms. Silva to speak about the sales tax increase. Ms. Silva then explained the various areas that profited from the sales tax increase.

6. Presentation and discussion on proposed sanitary/storm sewer rates. (Presentation by City Manager David Hales, Public Works Director Jim Karch, and Finance Director Patti-Lynn Silva, 5 minutes. City Council discussion, 25 minutes.)

Mr. Karch noted that the Sewer Master Plan was passed by Council two years ago, and it recommended funding levels. We are suggesting that Council move forward with action on the Enterprise Fund for both the storm and sanitary. He presented two options of a five (5) year rollout of 11.6% a year for sanitary sewer rates and an 8.2% increase over five (5) years for storm water rates. Staff is presenting a modified rate that would allow for year one (1) for those rates to be put into place, and then we would have that same ongoing three percent (3%) moving forward.

Alderman Sage asked, ultimately, what is the impact on taxpayers to cover the infrastructural deficit.

Alderman Hauman asked if we wait three to four (3 to 4) months for a more strategic view, what would happen to the plan going forward.

Mr. Karch stated that there would not be a decision in three to four (3 or 4) months. The real concern from staff perspective is that there are needs right now. Even for this rate increase, we are suggesting May 1, 2018.

Mayor Pro Tem Schmidt added that we are still talking about May of 2018 whether we would vote next week or a month from now.

Alderman Black stated his worst case scenario would be that we pass something in October, November or December, and then we do not have the capital to handle some of the other things that are coming along with the whole budget for next year; and the next capital improvement projects, and would like to do it as part of the budget adoption.

Alderman Buragas asked if it was correct that no matter what was done with the General Fund, those decisions will have zero impact on this fund and our ability to begin chipping away at our sewer/storm water needs. The need is so apparent, and this decision needed to be addressed as soon as possible.

Alderman Mathy agreed with Alderman Buragas and stated if we cannot fix the foundation, how can we talk about everything else on top of it.

Alderman Painter stated she would like to move on aggressively, as well, and wondered if we paid for it in three (3) years, maybe tacking the fee on a sliding scale and get all the money in three (3) years and just do it.

Alderman Sage stated, it is concerning to him to hear that this was going to be done a piece at a time. It is a significant total increase on the tax burden that we put on our citizens.

Alderman Mwilambwe stated that he recognized the importance of the issues and any other time would be for a very aggressive plan, but at the same time when it is other peoples' money, he is very cautious about that. He also considered the fact that we are not the only body that is going to increase fees, so looking at the totality of property tax bills, sales taxes and other fees; he wanted to be sure that people feel like they can meet all their obligations without too much frustration.

Alderman Bray stated this issue involves public health and our infrastructure, which are two top priorities for her. For that reason, she does not see this as something that we bargain away later. When looking at the numbers, the typical residential bill will go up \$6 a month, which is nominal.

Mayor Pro Tem Schmidt asked for a consensus vote at that time and if those in favor of having this on the agenda next week would please indicate whether they were looking at the larger increase or the longer increase.

Alderman Bray - Next week, immediate.

Alderman Hauman – Next week, immediate.

Alderman Black – Budget process, immediate.

Mayor Pro Tem Schmidt - Budget process, immediate.

Alderman Painter - Next week, immediate.

Alderman Buragas - Next week, immediate.

Alderman Mwilambwe - Next week, both.

Alderman Sage – Not next week.

Alderman Mathy - Next week, both.

7. Presentation and discussion on the Budget Calendars for the FY2019 Operating Budget and 5-Year CIP Budget. (Presentation by City Manager David Hales and Finance Director Patti-Lynn Silva, 5 minutes. City Council discussion, 10 minutes.)

Mayor Pro Tem Schmidt stated, when we make some of these critical decisions, we have not prioritized a lot of our capital improvement wish list and asked Mr. Rasmussen and Ms. Silva to speak about this.

Ms. Silva stated that everyone had a handout on our normal proposed budget cycle and if anyone had preferences of what they might like to see modified, they would like to hear that. She spoke about the pre-budget presentation and stated going over the major parts

of budget, filling everyone in on the condition of all parts of the budget, and make sure everybody has the facts before the fall retreat, and leave enough time before the tax levy should you want to act on that.

Alderman Hauman asked how we can talk about the tax levy when we do not have a budget. Ms. Silva responded that she hoped to set the stage prior to the discussion of the tax levy.

Alderman Black suggested that we carve out every Committee of the Whole a half hour, pick a topic, and talk about the budget.

Mayor Pro Tem Schmidt stated we need to figure out a process for prioritizing the capital projects.

8. Adjournment.

Motion by Alderman Mwilambwe, seconded by Alderman Hauman, to adjourn the Committee of the Whole Session. Time: 6:45 p.m.

Motion carried. (Viva voce)

CITY OF BLOOMINGTON

ATTEST

Karen Schmidt, Mayor Pro Tem

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM NO. 8C

FOR COUNCIL: September 25, 2017

SUBJECT: Presentation of FY2017 Year End Review

RECOMMENDATION/MOTION: PRESENTATION ONLY

STRATEGIC PLAN LINK: 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

STRATEGIC PLAN SIGNIFICANCE: Budget with adequate resources to support defined services and level of services; Reserves consistent with city policies; Engaged residents that are well informed and involved in an open governance process; City services delivered in the most cost-effective, efficient manner; Partnering with others for the most cost-effective service delivery

BACKGROUND: Fiscal Year 2017 General Fund budget was adopted with \$1.5M surplus anticipating the 1% increase in Home Rule Sales Tax would fund streets, mental health, facilities repair and add to the City’s General Fund reserves. Although all of these objectives were met the surplus was uncertain until the end of the year. During the year key revenues declined affected by legislative changes and pricing declines causing concern. In addition, budget amendments were made for land acquisition and important facilities repairs. Yet, due to savings in expenditures and a large one time purchase of equipment which increased sales tax revenues, the General Fund has rebounded with an estimated surplus of \$1.2M.

Also, each enterprise fund ends the year in a positive position. Some funds accomplished this through budgeted transfers in from the General Fund while others achieved this through capital projects in varying stages of implementation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable

FINANCIAL IMPACT: The FY2017 projected fund balance is \$14.9M or 15% of expenditures in compliance with the City’s fund balance policy.

COMMUNITY DEVELOPMENT IMPACT:

Respectfully submitted for Council consideration.

Financial & budgetary review by: Patti-Lynn Silva, Finance Director

Recommended by:



David A. Hales
City Manager

Attachments:

- FIN 1B REPORT FY2017 April Monthly Financial Report

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April * Executive Summary

(All numbers are Preliminary pending final Audit)

The City's overall financial operations have done well in comparison to the FY 2017 budget totaling \$207.6M. This report provides financial activity for major operations and areas of interest. Commentary on revenue and expense activity can be seen throughout the report on major funds. Comments focus on variances from annualized trend. Annualized trend through April is 100%.

General Fund

The General Fund ends the year with a \$1.2M surplus slightly lower than the budgeted surplus of \$1.5M. Savings in expenditures and taxes received from a large one time equipment purchase staved off multiple revenue declines and use of fund savings for multiple budget amendments.

Large expenditure savings occurred in salaries, contractual obligations, commodities, and debt service. Vacancy savings in the police, communications and fire departments totaled \$1.3M. There were no savings in corresponding benefits due to worker compensation and retirement settlements. Savings in building repairs and budgets for professional services, advertising and professional development totaled another \$1M. Last the City benefitted from savings in fuel, salt and utility costs for \$1.0M.

The General Fund balance is approximately \$15M at year end or 15% of expenditures.

Coliseum Fund

A General Fund transfer was budgeted in 2017 to transfer funds to the Coliseum Fund for facilities repairs and maintenance for \$700K. In addition, the City provided startup costs for the arena management division for inventory, cash flows, personnel and equipment totaling \$1.7M. In doing so, the Coliseum Fund (now called the Grossinger Motors Arena) ended the year with a \$500K surplus through savings in commodities, capital lease debt service, and other expenditures leaving the Arena Fund with a fund balance of 10% of expenditures.

While reviewing City financials it is important to keep in mind that activities which are recreational, entertainment oriented, or are based on citizen or consumer behavior will not likely correlate with annualized trend.

Capital

The Capital Lease Program comprising purchases of capital equipment and vehicles will realize savings this year based on decisions to deferred purchases or employing more affordable solutions.

Over 70% of all budgeted capital projects have been approved and are underway. Planning for the Street Resurfacing Program projects began in December of the prior fiscal year which resulted in the substantial completion of this large volume of work. Council approved the Linden Street Bridge and Trail Construction from the Motor Fuel Fund totaling \$1.5M not quite completed at year end. The Water fund completed numerous projects which included water main design projects and received approval to move forward with the Water Infrastructure Master Plan. Sewer and Storm Water Funds combined resources to bring forward one project that will impact multiple pump stations. Detail can be seen in each fund's capital project worksheet included in this report.

Sewer & Storm Water Funds

The Sewer fund earned approximately \$5.1M in revenue and expended \$4.5M which included only \$1.0M in capital expenditures and another \$1.5M encumbered for the sewer and manhole lining program. Capital improvements identified over the next 20 years is \$84M with annual costs for preventative maintenance estimated at \$3-\$4M. Based on the current sewer rates capital improvements and regular maintenance are deferred each year. The Sewer fund ends the year with small surplus of \$550K and an estimated fund balance of 36% of expenditures.

The Storm Water fund earned approximately \$3.0M in revenue and had operating expenditures of \$2.8M. No capital expenditures occurred with capital needs estimated at \$50M over the next 20 years. Storm Water ends the year with a slight surplus of \$190K and holds a fund balance of 11% of expenditures.

Strong consideration should be given to rate increase recommendations which would provide revenue streams to achieve both capital maintenance and improvements regularly, in addition to maintaining appropriate reserve levels improving the sustainability of both funds.

Golf Fund

The Golf Fund encompasses the operations of the three golf courses raised \$2.8M in revenue and expended \$2.3M. \$250K in savings from moving to a more affordable way to repair the golf path cart at Prairie Vista Golf Course added to the year-end surplus of \$400K and a fund balance of 31% of expenditures.

While reviewing City financials it is important to keep in mind that activities which are recreational, entertainment oriented, or are based on citizen or consumer behavior will not likely correlate with annualized trend.

City of Bloomington - FY 2017

General Fund Revenue & Expenditures by Category

Annualized Trend is 100%

Through April 30, 2017

** All numbers are Preliminary pending final Audit **

Revenues	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
Use of Fund Balance	\$ -	\$ 3,344,126	\$ -	\$ 3,344,126	0.0%
Taxes	\$ 86,454,247	\$ 86,454,247	\$ 87,008,629	\$ (554,382)	100.6%
Licenses	\$ 359,750	\$ 359,750	\$ 431,761	\$ (72,011)	120.0%
Permits	\$ 792,851	\$ 792,851	\$ 912,662	\$ (119,811)	115.1%
Intergovernmental Revenue	\$ 368,471	\$ 368,471	\$ 253,518	\$ 114,953	68.8%
Charges for Services	\$ 12,996,635	\$ 12,996,635	\$ 12,334,593	\$ 662,042	94.9%
Fines & Forfeitures	\$ 855,400	\$ 855,400	\$ 762,684	\$ 92,716	89.2%
Investment Income	\$ 76,225	\$ 76,225	\$ 123,194	\$ (46,969)	161.6%
Misc Revenue	\$ 976,682	\$ 976,682	\$ 897,180	\$ 79,502	91.9%
Sale of Capital Assets	\$ 18,000	\$ 18,000	\$ 20,883	\$ (2,883)	116.0%
Capital Lease Proceeds	\$ -	\$ -	\$ 50,634	\$ (50,634)	0.0%
Transfer In	\$ 1,896,246	\$ 1,896,246	\$ 2,113,197	\$ (216,951)	111.4%
TOTAL REVENUE	\$ 104,794,506	\$ 108,138,632	\$ 104,908,935	\$ 3,229,697	97.0%

Expenditures	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
Salaries	\$ 37,798,922	\$ 37,768,504	\$ 36,429,644	\$ 1,338,860	96.5%
Benefits	\$ 10,805,076	\$ 10,805,076	\$ 10,848,305	\$ (43,229)	100.4%
Contractuals	\$ 13,015,564	\$ 12,934,580	\$ 11,345,742	\$ 1,588,838	87.7%
Commodities	\$ 7,757,685	\$ 7,720,213	\$ 6,613,769	\$ 1,106,444	85.7%
Capital Expenditures	\$ -	\$ 1,785,434	\$ 1,835,654	\$ (50,221)	102.8%
Principal Expense	\$ 2,479,540	\$ 2,479,540	\$ 1,768,347	\$ 711,193	71.3%
Interest Expense	\$ 296,726	\$ 296,726	\$ 152,250	\$ 144,476	51.3%
Other Intergov Exp	\$ 15,747,601	\$ 15,772,601	\$ 15,368,043	\$ 404,559	97.4%
Other Expenditures	\$ 4,755,996	\$ 4,778,563	\$ 3,309,285	\$ 1,469,277	69.3%
Transfer Out	\$ 12,137,396	\$ 13,797,396	\$ 13,967,901	\$ (170,505)	101.2%
TOTAL EXPENDITURES	\$ 104,794,506	\$ 108,138,632	\$ 101,638,939	\$ 6,499,693	94.0%

Beginning Fund Balance	\$ 13,638,617
Current Activity - favorable/(unfavorable)	\$ 3,269,995
FY 2017 encumbrances and restrictions rolled forward to FY 2018	\$ (2,043,215)
Ending Fund Balance	\$ 14,865,398

Note: Overall General Fund revenues and expense are trending below annualization. Revenue for Use of Fund Balance has already been collected so there will be no current year activity. Intergovernmental revenue is below due to the changes in the Metrozone agreement and some federal and state grants in BCPA and Recreation that did not occur. Investment Income is trending higher as a result of higher rates for the cash and investment accounts. (Transfers out are skewed by a \$217K reclassification related to Community Development.) Please see the executive summary for explanations on other notable topics. Capital projects/improvements related to the General Fund are accounted for in the Capital Improvement Fund seen in detail on page 11 of this document. A capital equipment & vehicle status listing can be seen on page 13.

**City of Bloomington - FY 2017
BCPA Profit and Loss Statement
Through April 30, 2017**

Annualized Trend is 100%

** All numbers are Preliminary pending final Audit **

The BCPA Profit and Loss statement below excludes bond debt service expense of \$1.0M and Home Rule Sales Tax revenue of \$1.7M

Revenues	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
Intergov Revenue	\$ 59,000	\$ 59,000	\$ 14,800	\$ 44,200	25.1%
Charges for Services	\$ 1,162,450	\$ 1,162,450	\$ 857,109	\$ 305,341	73.7%
Investment Income	\$ 50	\$ 50	\$ -	\$ 50	0.0%
Misc Revenue	\$ 451,144	\$ 451,144	\$ 297,682	\$ 153,462	66.0%
TOTAL REVENUE	\$ 1,672,644	\$ 1,672,644	\$ 1,169,592	\$ 503,052	69.9%

Expenditures	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
Salaries	\$ 873,465	\$ 873,465	\$ 628,445	\$ 245,020	71.9%
Benefits	\$ 268,799	\$ 268,799	\$ 187,309	\$ 81,490	69.7%
Contractuals	\$ 1,162,741	\$ 1,162,741	\$ 1,043,804	\$ 118,938	89.8%
Commodities	\$ 369,800	\$ 369,800	\$ 265,697	\$ 104,103	71.8%
Principal Expense	\$ 9,210	\$ 9,210	\$ 9,217	\$ (8)	100.1%
Interest Expense	\$ 752	\$ 752	\$ 753	\$ (1)	100.1%
Other Expenditures	\$ 10,750	\$ 10,750	\$ 12,301	\$ (1,551)	114.4%
TOTAL EXPENDITURES	\$ 2,695,518	\$ 2,695,518	\$ 2,147,526	\$ 547,992	79.7%

Current Activity - favorable/(unfavorable) **\$ (977,935)**

Note: The BCPA is a unique entertainment venue therefore profit & loss activity will not trend with annualization.

Excluded from the activity above is bond debt service payments of \$1.0M and earmarked sales tax of \$1.7M.

BCPA Capital projects/improvements are accounted for in the Capital Improvement Fund which can be seen on page 11.

Commentary: The BCPA's busy season runs from January through March. Charges for services which represent facility rentals, program income, admission fees and concessions revenue collected is 73.7% which is below expected trend. Staffing transitions and vacancies have impacted the operating revenue. Misc. Revenue accounts for donations and contributions to the BCPA. Also included in the miscellaneous revenue are "in kind" donations which have been entered for the end of the year.

Full time salaries are under budget due to several vacancies, one being the development manager whose function is to fund raise. Seasonal salaries correlate with the timing of events and is 56.4% expended. Contractual expenses are under trend due to low advertising, printing, purchased services and maintenance costs. Commodities which account for food and beverage purchases are under trend by 28% and natural gas costs are down by 50% due to the mild winter.

The BCPA Profit and Loss statement below includes bond debt service expense of \$1.0M and Home Rule Sales Tax revenue of \$1.7M

Revenues	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
Taxes	\$ 1,700,000	\$ 1,700,000	\$ 1,700,000	\$ -	100.0%
Intergov Revenue	\$ 59,000	\$ 59,000	\$ 14,800	\$ 44,200	25.1%
Charges for Services	\$ 1,162,450	\$ 1,162,450	\$ 857,109	\$ 305,341	73.7%
Investment Income	\$ 50	\$ 50	\$ -	\$ 50	0.0%
Misc Revenue	\$ 451,144	\$ 451,144	\$ 297,682	\$ 153,462	66.0%
TOTAL REVENUE	\$ 3,372,644	\$ 3,372,644	\$ 2,869,592	\$ 503,052	85.1%

Expenditures	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
Salaries	\$ 873,465	\$ 873,465	\$ 628,445	\$ 245,020	71.9%
Benefits	\$ 268,799	\$ 268,799	\$ 187,309	\$ 81,490	69.7%
Contractuals	\$ 1,162,741	\$ 1,162,741	\$ 1,043,804	\$ 118,938	89.8%
Commodities	\$ 369,800	\$ 369,800	\$ 265,697	\$ 104,103	71.8%
Principal Expense	\$ 9,210	\$ 9,210	\$ 9,217	\$ (8)	100.1%
Interest Expense	\$ 752	\$ 752	\$ 753	\$ (1)	100.1%
Other Expenditures	\$ 10,750	\$ 10,750	\$ 12,301	\$ (1,551)	114.4%
Transfers Out	\$ 1,023,554	\$ 1,023,554	\$ 1,023,554	\$ -	100.0%
TOTAL EXPENDITURES	\$ 3,719,071	\$ 3,719,071	\$ 3,171,080	\$ 547,992	85.3%

Current Activity - favorable/(unfavorable) **\$ (301,488)**

**City of Bloomington - FY 2017
Miller Park Zoo Profit and Loss Statement
Through April 30, 2017**

Annualized Trend is 100%

** All numbers are Preliminary pending final Audit **

Revenues	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
Charges for Services	\$ 655,720	\$ 655,720	\$ 701,578	\$ (45,858)	107.0%
Misc Revenue	\$ 74,000	\$ 74,000	\$ 76,972	\$ (2,972)	104.0%
TOTAL REVENUE	\$ 729,720	\$ 729,720	\$ 778,549	\$ (48,829)	106.7%

Expenditures	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
Salaries	\$ 637,278	\$ 637,278	\$ 633,834	\$ 3,444	99.5%
Benefits	\$ 245,320	\$ 245,320	\$ 223,160	\$ 22,160	91.0%
Contractuals	\$ 189,597	\$ 189,597	\$ 200,068	\$ (10,471)	105.5%
Commodities	\$ 305,075	\$ 305,075	\$ 296,497	\$ 8,578	97.2%
Other Expenditures	\$ 1,000	\$ 1,000	\$ 958	\$ 42	95.8%
TOTAL EXPENDITURES	\$ 1,378,269	\$ 1,378,269	\$ 1,354,517	\$ 23,753	98.3%

Current Activity - favorable/(unfavorable) \$ (575,968)

Note: The zoo's financial activity correlates to seasonal weather rather than annualized trend. Charges for services include zoo admission and programs, building rentals and gift shop sales. Miscellaneous revenues constitute zoo donations. Expenditures represent categories similar to all other budgets. There are no capital projects or equipment budgeted for the zoo this year.

Commentary: The Zoo continues to have record attendance through April due to the mild weather. Admission fees are 5% and gift shops sales are 6% ahead of trend. Miscellaneous revenues represent donations directly to the zoo and from the Miller Park Zoological Society and conservation revenues (\$.25 from every carousel ride and other conservation donations) which are 4% over trend. As expected, seasonal staff costs are on trend. Benefits are well below trend due to several zoo keeper vacancies covered with overtime. Other repair and maintenance under contractuals are up by 23%, animal food and gift shop purchases are ahead of trend by 2% and 9%.

City of Bloomington - FY 2017
Pepsi Ice Center Profit and Loss Statement
Through April 30, 2017

Annualized Trend is 100%

** All numbers are Preliminary pending final Audit **

Revenues	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
Charges for Services	\$ 907,086	\$ 907,086	\$ 970,413	\$ (63,327)	107.0%
Misc Revenue	\$ 61,500	\$ 61,500	\$ 20,144	\$ 41,356	32.8%
TOTAL REVENUE	\$ 968,586	\$ 968,586	\$ 990,557	\$ (21,970)	102.3%

Expenditures	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
Salaries	\$ 328,711	\$ 328,711	\$ 350,478	\$ (21,767)	106.6%
Benefits	\$ 77,267	\$ 77,267	\$ 75,249	\$ 2,018	97.4%
Contractuals	\$ 223,774	\$ 223,774	\$ 207,319	\$ 16,455	92.6%
Commodities	\$ 306,407	\$ 306,407	\$ 209,261	\$ 97,146	68.3%
Capital Expenditures	\$ -	\$ -	\$ 11,192	\$ (11,192)	0.0%
TOTAL EXPENDITURES	\$ 936,159	\$ 936,159	\$ 853,499	\$ 82,660	91.2%

Current Activity - favorable/(unfavorable) \$ 137,058

Commentary: The Pepsi Ice Center has a strong demand for programs and services. Program income is 104% above trend and facility rentals are 12% above budget which along with admission fees and concessions revenue are seen under charges for services. Seasonal staff costs are over 12%. Contractuals are 7% under trend due to savings in the maintenance and repair accounts. Commodities are down by 32% due to an allocation change in the method Pepsi Ice Center is charged for electricity and low natural gas costs.

**City of Bloomington - FY 2017
General Fund Major Tax Revenue Summary
Through April 30, 2017**

** All numbers are Preliminary pending final Audit **

Revenues Earned	Annual Budget	FY2017 YTD	FY2016 YTD	FY16 vs. FY17 YTD Variance	% Variance	# of Months Collected
Property Tax	\$ 24,063,066	\$ 24,005,543	\$ 23,709,179	\$ 296,364	1.25%	Twelve months
Home Rule Sales Tax ¹	\$ 24,286,194	\$ 24,200,157	\$ 16,000,560	\$ 8,199,597	51.25%	Twelve months
State Sales Tax ²	\$ 13,700,000	\$ 14,337,218	\$ 13,698,690	\$ 638,529	4.66%	Twelve months
Income Tax ³	\$ 7,700,000	\$ 7,241,547	\$ 8,164,515	\$ (922,968)	-11.30%	Twelve months
Utility Tax	\$ 6,860,000	\$ 6,717,709	\$ 6,842,999	\$ (125,290)	-1.83%	Twelve months
Ambulance Fee	\$ 4,747,113	\$ 4,748,133	\$ 4,876,371	\$ (128,238)	-2.63%	Twelve months
Food & Beverage Tax	\$ 4,400,000	\$ 4,301,263	\$ 4,462,657	\$ (161,394)	-3.62%	Twelve months
Local Motor Fuel	\$ 2,400,000	\$ 2,361,610	\$ 2,494,265	\$ (132,655)	-5.32%	Twelve months
Franchise Tax	\$ 2,000,000	\$ 2,242,118	\$ 2,057,918	\$ 184,199	8.95%	Twelve months
Replacement Tax ⁴	\$ 1,942,787	\$ 2,050,798	\$ 1,716,229	\$ 334,569	19.49%	Twelve months
Hotel & Motel Tax	\$ 1,600,000	\$ 1,705,025	\$ 1,675,766	\$ 29,259	1.75%	Twelve months
Local Use Tax	\$ 1,700,000	\$ 1,871,774	\$ 1,763,051	\$ 108,723	6.17%	Twelve months
Packaged Liquor	\$ 1,100,000	\$ 1,193,558	\$ 1,150,763	\$ 42,795	3.72%	Twelve months
Vehicle Use Tax	\$ 1,100,000	\$ 1,054,937	\$ 1,171,655	\$ (116,718)	-9.96%	Twelve months
Building Permits	\$ 743,500	\$ 871,782	\$ 827,909	\$ 43,873	5.30%	Twelve months
Amusement Tax	\$ 1,000,000	\$ 1,116,373	\$ 1,161,640	\$ (45,267)	-3.90%	Twelve months
Video Gaming	\$ 700,000	\$ 732,740	\$ 722,453	\$ 10,287	1.42%	Twelve months
Auto Rental Tax	\$ 87,205	\$ 79,354	\$ 83,799	\$ (4,444)	-5.30%	Twelve months

Notes for variances about or below 10%.

1. There was a large purchase of office equipment resulting in over \$1.0M in Home Rule Sales Tax combined with the 1% tax increase, which took effect January 1, 2016, account for the significant increase in the year over year comparison.
2. The same large purchase of office equipment also increased State Sales Tax.
3. Reductions in income tax were due to federal legislative changes.
4. Utility Tax is under due to Telecom being under by 142K. This is an indication of technological changes and the trend is expected to continue.
5. Replacement Tax is higher than previous year due to an IDOR distribution error that was corrected in FY 2016 resulting in \$236,073 reduction.

City of Bloomington, Illinois FY 2017 Capital Projects

	APPROXIMATE TIMELINE						
	Adopted FY 2017	Amount Approved	Paid to Date	Start Design	Bid Project	Start Project	Completion
Facilities Capital Improvement Projects							
Major Facility Repairs	\$ 250,000	\$ -	\$ -	May need to utilize part of this funding for the City Hall Annex Demolition. Considerably more cable relocations discovered during design. Four fiber optic cables, three communication cables and three traffic signal cables discovered instead of the anticipated 3 cables (1 for each). This project did not move forward in FY17 so the funds were not used.			
City Hall Annex Demolition	\$ 350,000	\$ -	\$ -	05/01/16	Rebid 8-2017	Sept 2017	12/31/17
City Hall Safety Improvements	\$ 180,000	\$ -	\$ -	IS Department is obtaining prices to install additional electronic card access to multiple doors in City Hall. If prices obtained in time, project will be administered by IS and funded through Facilities Capital. This project did not move forward in FY17.			
Police Administration Window Repairs	\$ 120,000	\$ 45,025	\$ -	06/01/16	11/01/16	05/01/17	08/31/17
Consultant Fees for a Program Study of City Use of Space for Personnel	\$ 325,000	\$ -	\$ -	12/01/16	04/01/17	06/01/17	12/31/17
Downtown Parking Evaluation	\$ 100,000	\$ -	\$ -	12/01/16	N/A	N/A	N/A
Parking Capital Improvement Projects							
Market Street Garage Improvements	\$ 250,000	\$ 96,348	\$ 96,063	05/01/16	06/01/16	07/01/16	Complete
Police Capital Improvement Projects							
Indoor Firing Range Final Restoration and Maintenance Including Restrooms	\$ 200,000	\$ 592,200	\$ 38,402	10/01/16	02/01/17	05/01/17	04/30/18
Public Works Capital Improvement Projects							
Multi-Year Street & Alley Resurface Program (\$2.4M supported by LMFT & \$2,404,573.62 additional projected of .25% portion of the 1% increase of the Home Rule Sales Tax effective January 1, 2016.)	\$ 3,361,549	\$ 3,424,619	\$ 2,812,893	Complete	Complete	05/15/16	Annual Program
Multi-Year ADA Sidewalk Ramp Replacement Program (\$2.4M supported by LMFT & \$2,404,573.62 additional projected of .25% portion of the 1% increase of the Home Rule Sales Tax effective January 1, 2016.)	\$ 500,000	\$ 900,000	\$ 561,536	Complete	Complete	05/15/16	Annual Program
Multi-Year Sidewalk Repair Program (\$2.4M supported by LMFT & \$2,404,573.62 additional projected of .25% portion of the 1% increase of the Home Rule Sales Tax effective January 1, 2016.)	\$ 463,070	\$ -	\$ -	Complete	Complete	05/15/16	Annual Program
Multi-Year Sidewalk Replacement 50-50 Program (\$2.4M supported by LMFT & \$2,404,573.62 additional projected of .25% portion of the 1% increase of the Home Rule Sales Tax effective January 1, 2016.)	\$ 100,000	\$ -	\$ -	Complete	Complete	05/15/16	Annual Program
Emergency Multi-Year Street, Alley & Sidewalk Repairs (\$2.4M supported by LMFT & \$2,404,573.62 additional projected of .25% portion of the 1% increase of the Home Rule Sales Tax effective January 1, 2016.)	\$ 200,000	\$ 200,000	\$ 35,562	Complete	Complete	06/01/16	Annual Program
FY 2017 Resurfacing-Remaining Portion of 2013 Bond for \$10.0 Million-Street Resurfacing	\$ 271,715	\$ 271,715	\$ 271,715	Complete	Complete	05/15/16	04/30/17
Harvest Point Subdivision Pavement Oversizing Construction	\$ 14,000	\$ -	\$ -	Pending developer completion & City acceptance - no payments will be made in FY17.			
Washington Street Realignment: Euclid - Brown - Feasibility Study	\$ 40,000	\$ 34,566	\$ 40,066	Completed	Completed	Completed	Completed 3/1/2017
The Grove on Kickapoo Creek Subdivision Pavement Oversizing	\$ 200,000	\$ -	\$ -	Pending developer completion & City acceptance - no payments will be made in FY17.			
Downtown Wayfinding Signage	\$ 75,000	\$ 62,190	\$ 31,886	Complete	05/17/16	08/01/16	07/15/17

City of Bloomington, Illinois FY 2017 Capital Projects

	APPROXIMATE TIMELINE						
	Adopted FY 2017	Amount Approved	Paid to Date	Start Design	Bid Project	Start Project	Completion
Parks Capital Improvement Projects							
O'Neil Park Aquatic Center & Lincoln Leisure Center Feasibility Study	\$ 100,000	\$ -	\$ -				\$100,000 to be funded out of Capital Improvement with approximately \$75,000 more out of Park Dedication. Approved by Council 4/24/17. Completion estimate December 2017.
Miller Park Pavilion & LLC - Replace Smoke and Burglar Alarms	\$ 35,000	\$ -	\$ -				Complete-paid out of operating budget.
Route 66 Trail Normal to Towanda - Construction 2nd Half	\$ 45,000	\$ 16,892	\$ 16,892				Complete
Route 66 Trail Towanda North 2.4 Miles - Design	\$ 600		\$ -				Complete
Route 66 Trail Towanda North 2.4 Miles - Construction	\$ 44,000	\$ 25,845	\$ 25,845				Complete
Route 66 Trail Shirley South - Design	\$ 400	\$ 491	\$ 491				Complete
Route 66 Trail Shirley South - Construction	\$ 35,000		\$ 23,920				Complete
Downtown Bike rack & bench project	\$ 25,500	\$ 24,976	\$ -				Project will be completed in the summer of 2017. PO20170557 created on 4/24/17 with LSJ on file.
BCPA Tuck-pointing and Masonry Repairs	\$ 120,000		\$ -				Project scope changed, will be addressed in FY 2018.
BCPA Replace Trane Chiller, HVAC, Water Pumps, Carpet, Hot Water Heater	\$ 10,150		\$ -				Project scope changed, will be addressed in FY 2018.
Fire Capital Improvement Projects							
Fire Station #3 Kitchen Renovation-This project replaced by Tuck Pointing at Fire HQ building	\$ 65,000	\$ 89,880	\$ -	11/01/16		04/01/17	6/12/17 Council approved change order for Tuck Pointing. Estimated completion Aug 2017
Fire Station Alerting Systems (Five Bugles Report)	\$ 300,000	\$ 26,750	\$ 26,750	completed	Architect phase only		
Fire Station #3 Architectural Fees (Five Bugles Report)	\$ 330,000	\$ 310,000	\$ 10,373	08/01/16			October 2017.
TOTAL CAPITAL IMPROVEMENT FUND:	\$ 8,110,985	\$ 6,121,496	\$ 3,992,393				

FY 2017 Capital Equipment List - 5 Year					
Department	Equipment	Budget	Actual Cost	(Savings)/Loss	Status
Information Services	Parks & Recreation Registration Software	40,000.00	32,700.00	(7,300.00)	Purchased
	Agenda Management Software	30,000.00	21,420.00	(8,580.00)	Purchased
	Records Management Software	50,000.00	-	-	Cancelled. Project changed scope. IS to use existing software.
	Network Equipment replacement	100,000.00	78,038.07	(21,961.93)	All network equipment have been purchased for this lease.
	Network Storage and Server equipment related to Body-Worn Cameras	50,000.00	72,485.74	22,485.74	Approved at Council on 1/23/2017, Item 71 with Carahsoft. Purchased.
	Fixed asset replacements includes servers, larger printers, large format scanners, the City's firewall, network hardware, data storage devices, software, etc.	175,000.00	67,927.36	-	All fixed assets have been purchased for this lease.
	Continued Video Conference implementation at Fire Stations	100,000.00	254,894.24	154,894.24	The Video Conferencing budgeted for Fire Stations budgeted for HQ, 2 & 3 implemented at Stations HQ, 2 & 6. Additional cost approved in 3/27/17 Council.
	Coliseum to be wireless need up to 70 access points to refresh and provide Wi-Fi to everyone. Step 1) run data cabling; 2) RFP for access points and implementation.	200,000.00	104,323.00	(95,677.00)	Coliseum wireless 70 access points for Wi-Fi includes running data cabling and RFP for access point and implementation have been purchased and completed.
Code Enforcement	Chevy Impala for Inspector Position	19,000.00	-	(19,000.00)	Going to use old police car-not needed
Building Safety	2002 GMC Sonoma	25,886.50	22,628.31	(3,258.19)	Purchased
Facilities	Utility Truck	60,000.00	49,500.00	(10,500.00)	Purchased
	Utility Truck	-	35,478.00	35,478.00	Purchased
	Design to demolish City Hall Annex	-	39,000.00	39,000.00	Moved from FY16 lease
Parks	2002 Chevrolet 2500	31,930.00	29,283.00	(2,647.00)	Purchased.
	1999 Ford F250	46,350.00	40,204.00	(6,146.00)	Purchased.
	2002 Chevrolet 2500	31,930.00	29,283.00	(2,647.00)	Purchased.
	1993 IH4900	200,850.00	203,234.00	2,384.00	Purchased
	Unit 781 - 6' Upfront Mower	15,000.00	139,774.04	124,774.04	Purchased
	Unit 782 - 6' Upfront Mower	15,000.00	8,065.00	(6,935.00)	Purchased
	Unit 783 - 6' Upfront Mower	15,000.00	-	(15,000.00)	Moving to FY16 Capital Lease-spent \$16,550.
	Unit 748 - Wide area Mower	70,000.00	-	-	
	Unit 799 - Jacobsen 5111	50,000.00	8,816.74	(41,183.26)	Purchased
	Unit 730 - Chipper	45,000.00	45,105.00	105.00	Purchased
	Gang Mower for 761	20,000.00	7,042.00	(12,958.00)	Purchased
	Tip Trailer for Unit 715	10,000.00	5,520.00	(4,480.00)	Purchased
	Public Works Administration	Starcom 21 Equipment/Installation	302,832.90	301,661.27	(1,171.63)
3 Year Comprehensive Equipment Coverage		23,597.00	23,597.00	-	Purchased
3 Year Prepaid Network Airtime (Starcom 21 user fees)		111,384.00	111,384.00	-	Purchased
Engineering	2005 Dodge Dakota	23,690.00	21,446.00	(2,244.00)	Purchased
Street Maintenance	2017 1 ton dump	50,923.20	47,238.50	(3,684.70)	Purchased
	2017 1 ton dump	50,923.20	47,238.50	(3,684.70)	Purchased
Fleet Management	Replace shop pressure washer	7,416.00	5,711.45	(1,704.55)	Purchased
	New 14,000 lbs 4 post vehicle lift	12,875.00	5,375.00	(7,500.00)	Purchased
Police	2006 Chevrolet Impala	36,604.50	30,391.13	(6,213.38)	Purchased. 10/24/16 Council Approved
	2011 Chevrolet Impala	35,535.00	30,391.13	(5,143.88)	Purchased. 10/24/16 Council Approved
	2011 Chevrolet Impala	35,535.00	30,391.13	(5,143.88)	Purchased. 10/24/16 Council Approved
	2011 Chevrolet Impala	36,604.50	30,391.13	(6,213.38)	Purchased. 10/24/16 Council Approved
	1999 Ford Crown Victoria	35,535.00	30,391.13	(5,143.88)	Purchased. 10/24/16 Council Approved
	2000 Ford Crown Victoria	35,535.00	30,391.13	(5,143.88)	Purchased. 10/24/16 Council Approved
	2002 Chevrolet Impala	35,535.00	30,391.13	(5,143.88)	Purchased. 10/24/16 Council Approved
	2005 Chevrolet Tahoe	35,535.00	30,391.13	(5,143.88)	Purchased
	2002 Chevrolet Impala	35,535.00	39,974.57	4,439.57	Purchased. 10/24/16 Council Approved
	2005 GMC Yukon XL	38,829.75	39,617.69	787.94	Purchased
	1996 Kawasaki Mule	17,510.00	11,754.00	(5,756.00)	Purchased
	Full Implementation of Body Worn Camera System (Approx.) equipment and infrastructure	600,000.00	-	(600,000.00)	This project has been rebudgeted in FY18.

Department	Equipment	Org Cost Est	Encumbered Actual Cost	(Savings)/Loss	Notes
Fire	2007 Ford Expedition XLT 4X4	34,711.00	32,556.00	(2,155.00)	Purchased
	2007 Ford Expedition XLT 4X4	37,980.00	-	(37,980.00)	Moved to FY16 lease
	2008 Ford Expedition XLT 4X4 - topper	1,675.00	-	(1,675.00)	not ordered
	Cardiac Monitor/Defibrillators	28,000.00	30,650.99	2,650.99	Purchased
	Stryker Power-PRO XT Cot Replacement	22,000.00	18,056.84	(3,943.16)	Purchased
	Multi-Year Outdoor Warning Siren	40,000.00	37,249.54	(2,750.46)	Purchased
	IV Administration Pumps (8)	32,000.00	24,000.00	(8,000.00)	Purchased
	TOTAL GENERAL FUND CAPITAL LEASE PURCHASES	3,159,247.55	2,335,361.85	(632,291.06)	

FY 2017 Capital Equipment List - 10 Year

Department	Equipment	Budget	Actual Cost	(Savings)/Loss	Status
Fire	1998 Pierce Arrow Pumper	721,000.00	647,125.00	(73,875.00)	Purchased. 3/24/2017 Council Approved
	2000 Dash Pumper - changed to a 2018 International 4300LP Horton Type MED, Model 623 Type 1	721,000.00	261,873.00	(459,127.00)	Purchased ambulance instead of fire truck.
	2006 Ford E340 Ambulance	238,960.00	261,873.00	22,913.00	Purchased
	TOTAL 10 YEAR CAPITAL LEASE PURCHASES	1,680,960.00	1,170,871.00	(510,089.00)	

Note: Capital equipment is intended to be financed as part of the capital lease program.

**City of Bloomington - FY 2017
State Motor Fuel Tax Revenue and Expenditures
Through April 30, 2017**

Annualized Trend is 100%

** All numbers are Preliminary pending final Audit **

Revenues	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
40 Use of Fund Balance	\$ 3,018,746	\$ 3,018,746	\$ -	\$ 3,018,746	0.0%
53 Intergov Revenue	\$ 1,880,854	\$ 1,880,854	\$ 2,022,284	\$ (141,430)	107.5%
56 Investment Income	\$ 400	\$ 400	\$ 40,747	\$ (40,347)	10186.7%
57 Misc Revenue	\$ -	\$ -	\$ 178,633	\$ (178,633)	0.0%
Revenue Total	\$ 4,900,000	\$ 4,900,000	\$ 2,241,663	\$ 2,658,337	45.7%

Expenditures	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
70 Contractuals	\$ 120,000	\$ 120,000	\$ 55,521	\$ 64,479	46.3%
71 Commodities	\$ 500,000	\$ 500,000	\$ 500,000	\$ -	100.0%
72 Capital Expenditures	\$ 4,280,000	\$ 4,280,000	\$ 71,200	\$ 4,208,800	1.7%
Expense Total	\$ 4,900,000	\$ 4,900,000	\$ 626,721	\$ 4,273,279	12.8%

Beginning Fund Balance	\$ 7,718,273
Current Activity - favorable/(unfavorable)	\$ 1,614,942
FY 2017 Encumbrances rolled forward to FY 2018	\$ (2,265,432)
Ending Fund Balance	\$ 7,067,784

Commentary: Design and construction of capital projects totaling \$4.4M is budgeted for FY 2017. The construction of the GE & Keaton Road traffic signal will be completed by October of FY 2018. Linden Street Bridge is estimated to be completed by calendar year end totaling \$1.6M. See detailed listing on next page.

Note: Motor Fuel Tax is a state tax on purchased motor fuel in Illinois. These funds are restricted and can only be used for the construction service costs and maintenance of municipal streets, sidewalks, traffic signs, street safety or associated engineering. Monthly payments are received from Illinois Department of Transportation which total approximately \$1.9M per year. Fund savings or use of fund balance was budgeted to help complete FY 2017 capital projects seen on next page.

City of Bloomington, Illinois FY 2017 Capital Projects

	APPROXIMATE TIMELINE						
	Adopted FY 2017	Amount Approved	Paid to Date	Start Design	Bid Project	Start Project	Completion
Motor Fuel Tax							
Linden Street Bridge & Trail Construction	\$ 1,600,000	\$ 1,489,904	\$ -	In Progress	02/01/17	03/15/17	12/31/17
Fox Creek Bridge Land Purchase	\$ 40,000		\$ -	In Progress	N/A	N/A	04/30/18
Hershey Road @ Arrowhead Traffic Signals Construction	\$ 625,000		\$ -	Not Going Forward in 2017	-	-	-
Hershey Road @ Clearwater Avenue Traffic Signals Construction	\$ 625,000		\$ -	Not Going Forward in 2017	-	-	-
GE Road @ Keaton Place Traffic Signals and NB Turn Lane Land & Construction	\$ 540,000		\$ -	In Progress	10/01/16	11/15/16	09/01/17
Towanda Ave @ Vernon Ave Traffic Signals w/NBR Turn Ln Land & Construction	\$ 450,000	\$ 737,374	\$ -	In Progress	03/01/17	04/01/17	12/31/17
Lafayette Street: Main Street to Ash Street - Feasibility Study	\$ 120,000	\$ 76,548	\$ 55,521	07/01/16	08/01/16	09/15/16	Completed
Towanda Barnes Rd @ Ireland Grove Rd Improvement (City share)	\$ 400,000	\$ 64,100	\$ 64,100	To be determined			
Street Lighting Charges	\$ 500,000	\$ 500,000	\$ 500,000	Continuous	N/A	N/A	Annual Program
TOTAL MFT CAPITAL:	\$ 4,900,000	\$ 2,867,927	\$ 619,621				

**City of Bloomington - FY 2017
Water Fund Profit and Loss Statement
Through April 30, 2017**

Annualized Trend is 100%

** All numbers are Preliminary pending final Audit **

Revenues	Adopted Budget	Revised Budget	Year to Date		Revised Budget		% of Revised Budget	
			Actual		Remaining	Used		
40 Use of Fund Balance	\$ 7,735,298	\$ 7,735,298	\$ -	\$ -	\$ 7,735,298			0.0%
51 Licenses	\$ 42,000	\$ 42,000	\$ 43,802	\$ -	\$ (1,802)			104.3%
53 Intergov Revenue	\$ -	\$ -	\$ 463	\$ -	\$ (463)			0.0%
54 Charges for Services	\$ 14,449,500	\$ 14,449,500	\$ 15,456,261	\$ -	\$ (1,006,761)			107.0%
55 Fines & Forfeitures	\$ 350,000	\$ 350,000	\$ 346,939	\$ -	\$ 3,061			99.1%
56 Investment Income	\$ 75,600	\$ 75,600	\$ 136,614	\$ -	\$ (61,014)			180.7%
57 Misc Revenue	\$ 180,000	\$ 180,000	\$ 283,447	\$ -	\$ (103,447)			157.5%
58 Sale Capital Assets	\$ -	\$ -	\$ 13,211	\$ -	\$ (13,211)			0.0%
Revenue Total	\$ 22,832,398	\$ 22,832,398	\$ 16,280,737	\$ -	\$ 6,551,661			71.3%

Expenditures	Adopted Budget	Revised Budget	Year to Date		Revised Budget		% of Revised Budget	
			Actual		Remaining	Used		
61 Salaries	\$ 3,812,753	\$ 3,812,753	\$ 3,406,106	\$ -	\$ 406,647			89.3%
62 Benefits	\$ 1,497,846	\$ 1,497,846	\$ 1,591,660	\$ -	\$ (93,815)			106.3%
70 Contractuals	\$ 7,671,198	\$ 7,671,198	\$ 3,047,127	\$ -	\$ 4,624,072			39.7%
71 Commodities	\$ 4,646,000	\$ 4,646,000	\$ 2,920,268	\$ -	\$ 1,725,733			62.9%
72 Capital Expenditures	\$ 3,445,000	\$ 3,445,000	\$ 340,416	\$ -	\$ 3,104,584			9.9%
73 Principal Expense	\$ 832,098	\$ 832,098	\$ 658,194	\$ -	\$ 173,904			79.1%
74 Interest Expense	\$ 181,248	\$ 181,248	\$ 153,183	\$ -	\$ 28,064			84.5%
79 Other Expenditures	\$ 10,700	\$ 10,700	\$ 862	\$ -	\$ 9,838			8.1%
89 Transfer Out	\$ 735,555	\$ 735,555	\$ 735,555	\$ -	\$ -			100.0%
Expense Total	\$ 22,832,398	\$ 22,832,398	\$ 12,853,371	\$ -	\$ 9,979,026			56.3%

Beginning Fund Balance	\$ 25,001,542
Current Activity - favorable/(unfavorable)	\$ 3,427,366
FY 2017 Encumbrances rolled forward to FY 2018	\$ (3,842,593)
Ending Fund Balance	\$ 24,586,315

Commentary: Water fund savings of \$7.7M was budgeted to pay for capital projects. Fund savings has been accumulating for some time to provide funding for large capital projects. Since revenues in fund savings have already been collected, there is no current year activity. Water fees seen in charges for services are based on consumption and are ahead of trend by 9%. Benefits are 6% over budget due to retiree payout for vacation and sick leave. Contractual expenditures are under trend by 60% due to engineering services, lab services, and infrastructure repairs all below 55% expended. Commodities are 37% under trend due to on-hand inventory of meters, valves and hydrants as well as fuel and utility savings. Capital projects are in the design or beginning phases and therefore are significantly under trend.

Note: See detail on capital projects on next page.

City of Bloomington, Illinois FY 2017 Capital Projects

	APPROXIMATE TIMELINE						
	Adopted FY 2017	Amount Approved	Paid to Date	Start Design	Bid Project	Start Project	Completion
Water Fund							
Multi-Year Outside Consultant Civil Engineering Services	\$ 285,000	\$ 247,807	\$ 240,403	04/01/16	N/A	N/A	Complete / Renewed
Multi-Year Compound Meter Upgrades	\$ 200,000	\$ 150,000	\$ 118,457	07/01/16	N/A	08/01/16	Complete
Multi-Year Reservoir Shoreline / Stream Erosion Control Improvements	\$ 200,000	\$ 113,125	\$ 104,004	07/01/16	09/01/16	10/01/16	12/31/17
SCADA Master Plan - Study / Design	\$ 300,000	\$ 297,775	\$ -	04/01/17	N/A	N/A	04/30/17
Parkview Drive, Fleetwood, and Mays Drive Water Main - Design	\$ 50,000	\$ 65,370	\$ 15,133	1/1/17	N/A	N/A	8/31/17
Replacement of Caulking at Lake Bloomington - Design	\$ 25,000	\$ -	\$ -	5/1/17	N/A	N/A	8/31/17
WTP Groundwater - Construction	\$ 2,000,000	\$ 1,955,472	\$ 25,101	07/01/16	04/01/17	06/01/17	12/31/17
Szarek Drive Water Main Replacement - Design	\$ -	\$ 27,100	\$ 6,857	3/1/16	8/1/17	9/1/17	7/31/18
Cloud from McGregor St to Vale Water Main Replacement - Design	\$ 25,000	\$ 32,940	\$ 9,367	01/01/17	N/A	N/A	8/31/17
Water Treatment Plant & Lake Evergreen Pump Station Arc Flash Study & Field Implementation	\$ 50,000	\$ 71,959	\$ 48,070	12/01/16	N/A	N/A	8/31/17
Division Street Pump Station Improvements - Design	\$ 50,000		\$ -	Project placed on hold based on priorities and scope assessment.			
Water Treatment Plant Recarbonation Bypass - Design	\$ 25,000	\$ 33,000	\$ 13,611	03/01/17	N/A	N/A	10/31/17
Electrical Conversion of the Evergreen Pump Station - Design	\$ 75,000	\$ 69,000	\$ 17,300	12/01/16	N/A	N/A	11/30/17
Water Department Infrastructure Master Plan	\$ 350,000	\$ 431,600	\$ -	05/01/17	N/A	N/A	12/31/18
Old Water Treatment Plant Roof Replacement	\$ 250,000	\$ 138,245	\$ -	12/01/16	03/01/17	05/01/17	07/31/17
Water Treatment Plant Fill Area Reshaping / Grading - Construction	\$ 400,000	\$ 20,368	\$ 14,046	02/01/17	04/01/17	06/01/17	10/31/17
Natural Gas Main Replacement to Main Process Building	\$ 135,000	\$ -	\$ -	Project moved to FY 2018 Budget.			
Water Treatment Plant Filter Expansion - Design	\$ 250,000	\$ -	\$ -	Will not occur in FY 2017. On hold. Reviewing priorities and most effective improvements. Anticipate rebudgeting after the Infrastructure Master Plan is finalized.			
24" Transmission Main Relocation at Shelbourne Drive (HSR Conflict)	\$ 330,000	\$ -	\$ -	Discussions with Railroad determined project is not the responsibility of the City.			
Valley Sewer (Maizefield) CSO Elimination Phase 1 Design	\$ 40,000	\$ -	\$ -	Project placed on hold based on priorities and scope assessment.			
TOTAL WATER CAPITAL:	\$ 5,040,000	\$ 3,653,761	\$ 612,350				

FY 2017 Capital Equipment List

Department	Equipment	Budget	Actual Cost	(Savings)/Loss	Status
Water Transmission & Distribution	Leak Detection Equipment	50,000.00	21,390.00	-	Purchased
	RF Precision Locating Equipment (JULIE)	50,000.00	20,422.00	(29,578.00)	Purchased
	Excavation Shoring Equipment (Hydraulic and Box)	75,000.00	15,921.80	(59,078.20)	Purchased
Water Purification	2005 Ford F350	34,890.50	42,377.00	7,802.50	Purchased
	Stream Sampling / Flow Monitoring Equipment	60,000.00	60,000.00	-	Purchased for exactly \$60K.
	Automated Enzyme Linked Immunoassay Analyzer	27,000.00	-	(27,000.00)	Purchased directly with Water Funds
	Field Instrumentation and Dataloggers	42,000.00	34,987.93	-	Purchased
	Gator for Watershed Field Work and Monitoring	28,000.00	25,350.19	(1,063.62)	Purchased. Approved on Procurement Memo 12/15/2016
	Replacement Turbidimeters for Filters	98,000.00	89,605.00	(8,395.00)	Purchased
	Survey Grade GPS Unit	45,000.00	43,329.00	(1,671.00)	Purchased. Limited Source justification 1/11/2017.
	Replacement Flowmeters for Various Locations in the Water Treatment Plant	50,000.00		(50,000.00)	Will not happen in FY 2017.
	Mini Programmable Logic Controllers to replace obsolete filter controllers (18)	90,000.00		(50,000.00)	Will not happen in FY 2017.
	Variable Speed Drive - High Service Pump No. 1	70,000.00		(50,000.00)	Will not happen in FY 2017.
Lake Maintenance	Replacement Floating Dock Sections	50,000.00	38,141.97	-	Ongoing - Water is working on purchasing docks and will install over the winter/spring months.
Total Water Capital Equipment:		769,890.50	391,524.89	(268,983.32)	

Note: Capital equipment is intended to be financed as part of the capital lease program.

**City of Bloomington - FY 2017
Sewer Fund Profit & Loss Statement
Through April 30, 2017**

Annualized Trend is 100%

** All numbers are Preliminary pending final Audit **

Revenues	Adopted Budget	Revised Budget	Year to Date		Revised Budget		% of Revised Budget	
			Actual		Remaining	Used		
40 Use of Fund Balance	\$ 1,708,135	\$ 1,708,135	\$ -	\$ -	\$ 1,708,135			0.0%
54 Charges for Services	\$ 5,033,118	\$ 5,033,118	\$ 4,716,201	\$ -	\$ 316,917			93.7%
55 Fines & Forfeitures	\$ 140,689	\$ 140,689	\$ 128,842	\$ -	\$ 11,847			91.6%
56 Investment Income	\$ 7,733	\$ 7,733	\$ 21,906	\$ -	\$ (14,173)			283.3%
57 Misc Revenue	\$ 25,750	\$ 25,750	\$ 45,985	\$ -	\$ (20,235)			178.6%
58 Sale Capital Assets	\$ -	\$ -	\$ 4,161	\$ -	\$ (4,161)			0.0%
59 Transfer In	\$ -	\$ -	\$ 216,951	\$ -	\$ (216,951)			0.0%
Revenue Total	\$ 6,915,425	\$ 6,915,425	\$ 5,134,047	\$ -	\$ 1,781,379			74.2%

Expenditures	Adopted Budget	Revised Budget	Year to Date		Revised Budget		% of Revised Budget	
			Actual		Remaining	Used		
61 Salaries	\$ 1,005,601	\$ 1,005,601	\$ 850,677	\$ -	\$ 154,924			84.6%
62 Benefits	\$ 402,640	\$ 402,640	\$ 329,585	\$ -	\$ 73,055			81.9%
70 Contractuals	\$ 1,499,803	\$ 1,304,803	\$ 903,823	\$ -	\$ 400,980			69.3%
71 Commodities	\$ 347,718	\$ 347,718	\$ 320,373	\$ -	\$ 27,345			92.1%
72 Capital Expenditures	\$ 2,580,000	\$ 2,775,000	\$ 906,657	\$ -	\$ 1,868,343			32.7%
73 Principal Expense	\$ 560,839	\$ 560,839	\$ 554,196	\$ -	\$ 6,644			98.8%
74 Interest Expense	\$ 246,943	\$ 246,943	\$ 244,693	\$ -	\$ 2,250			99.1%
79 Other Expenditures	\$ 20,000	\$ 20,000	\$ 9,310	\$ -	\$ 10,690			46.6%
89 Transfer Out	\$ 251,881	\$ 251,881	\$ 468,832	\$ -	\$ (216,951)			186.1%
Expense Total	\$ 6,915,425	\$ 6,915,425	\$ 4,588,144	\$ -	\$ 2,327,281			66.3%

Beginning Fund Balance	\$ 2,603,446
Current Activity - favorable/(unfavorable)	\$ 545,902
FY 2017 Encumbrances rolled forward to FY 2018	\$ (1,504,736)
Ending Fund Balance	\$ 1,644,612

Commentary: Sewer fund savings of \$1.7M was budgeted to pay for capital projects. Fund savings has been accumulating to provide funding for capital projects. Since revenues in fund savings have already been collected, there is no current year activity. Sewer fees seen in charges for services are based on consumption and are almost on trend. Transfers In and Out are skewed by a \$217K reclassification related to Community Development.

Salary and benefits will not trend with annualization as laborers perform work as needed in the Sewer, Storm Water and Street maintenance divisions. Contractual expenditures are under trend by 31% due to engineering and landfill fees below 15% expended. Commodities which are raw materials, pipe and utilities are 8% under trend. Design and manhole lining is underway but construction has not begun.

Note: See detail on capital projects on next page.

**City of Bloomington, Illinois
FY 2017 Capital Projects**

APPROXIMATE TIMELINE

	Adopted FY 2017	Amount Approved	Paid to Date	Start Design	Bid Project	Start Project	Completion
Sewer Fund							
Multi-Year Sewer and Manhole Lining Program (Sewer & Storm Water Master Plan)	\$ 1,500,000	\$ 1,695,000	\$ 305,578	June 30, 2016	September 15, 2016	November 2016	June 30, 2017
Multi-Year Sanitary CCTV Evaluations	\$ 200,000	\$ 175,000	\$ -	June 30, 2016	September 15, 2016	November 2016	June 30, 2017
Olive Street Sanitary Sewer (400 East Block) ¹	\$ 160,000	\$ 254,991	\$ -	June 1, 2016	November 15, 2016	December 15, 2016	June 30, 2017
Grove Street Sanitary Sewer (400 East Block) ¹	\$ 160,000	included with project listed above-see footnote 1	\$ -	June 1, 2016	November 15, 2016	December 15, 2016	June 30, 2017
Broadmoor Sanitary Sewer - Footing Drain Survey-Separation	\$ 125,000	\$ -	\$ -	N/A	N/A	N/A	Added to the lining project.
Eagle Crest East Pump Station Improvements ²	\$ 300,000	\$ 137,164	\$ -	November 2016	February 2017	April 2017	August 31, 2017
Fell Avenue Pump Station Improvements-Design ²	\$ 20,000	included with project listed above-see footnote 2	\$ -	November 2016	February 2017	April 2017	August 31, 2017
Strawberry Road Sewer Improvements-Design only	\$ 40,000	\$ -	\$ -	N/A	N/A	N/A	Project not moving forward in FY17.
Sugar Creek Pump Station and Forcemain Improvements-Design only ²	\$ 50,000	included with project listed above-see footnote 2	\$ -	November 2016	February 2017	April 2017	August 31, 2017
Valley Sewer (Maizefield) CSO Elimination Phase 1 Design & Land	\$ 80,000	\$ -	\$ -	N/A	N/A	N/A	Added to the lining project.
The Grove on Kickapoo Creek Subdivision Sewer Oversizing Construction	\$ 500,000	\$ -	\$ -	To be determined	N/A	N/A	Dependent on developer. No payments were made in FY17.
TOTAL SEWER CAPITAL:	\$ 3,135,000	\$ 2,262,155	\$ 305,578				

¹ - \$254,991 includes both Olive and Grove Sanitary Sewer projects

² - \$137,164 includes Eagle Crest, Fell Avenue and Sugar Creek Pump Station Improvements

**City of Bloomington - FY 2017
Storm Water Fund Profit & Loss Statement
Through April 30, 2017**

Annualized Trend is 100%

** All numbers are Preliminary pending final Audit **

Revenues	Adopted Budget	Revised Budget	Year to Date		Revised Budget	% of Revised Budget
			Actual	Remaining	Used	
40 Use of Fund Balance	\$ 395,018	\$ 395,018	\$ -	\$ 395,018		0.0%
52 Permits	\$ 5,842	\$ 5,842	\$ 5,015	\$ 827		85.8%
54 Charges for Services	\$ 2,753,811	\$ 2,753,811	\$ 2,667,923	\$ 85,888		96.9%
55 Fines & Forfeitures	\$ 51,500	\$ 51,500	\$ 46,161	\$ 5,340		89.6%
56 Investment Income	\$ -	\$ -	\$ 3,314	\$ (3,314)		0.0%
57 Misc Revenue	\$ 65,564	\$ 65,564	\$ 67,215	\$ (1,651)		102.5%
85 Transfers In	\$ -	\$ 236,818	\$ 236,818	\$ -		100.0%
Revenue Total	\$ 3,271,735	\$ 3,508,553	\$ 3,026,446	\$ 482,107		86.3%
				\$ -		
				\$ -		

Expenditures	Adopted Budget	Revised Budget	Year to Date		Revised Budget	% of Revised Budget
			Actual	Remaining	Used	
61 Salaries	\$ 718,714	\$ 718,714	\$ 683,358	\$ 35,356		95.1%
62 Benefits	\$ 309,465	\$ 309,465	\$ 279,735	\$ 29,731		90.4%
70 Contractuals	\$ 751,082	\$ 751,082	\$ 558,464	\$ 192,618		74.4%
71 Commodities	\$ 169,754	\$ 169,754	\$ 186,237	\$ (16,483)		109.7%
72 Capital Expenditures	\$ 125,000	\$ 361,818	\$ -	\$ 361,818		0.0%
73 Principal Expense	\$ 803,610	\$ 803,610	\$ 758,711	\$ 44,899		94.4%
74 Interest Expense	\$ 230,798	\$ 230,798	\$ 224,190	\$ 6,608		97.1%
79 Other Expenditures	\$ 20,000	\$ 20,000	\$ 2,610	\$ 17,390		13.1%
89 Transfer Out	\$ 143,311	\$ 143,311	\$ 143,311	\$ -		100.0%
Expense Total	\$ 3,271,735	\$ 3,508,553	\$ 2,836,616	\$ 671,937		80.8%

Beginning Fund Balance	\$ 1,052,659
Current Activity - favorable/(unfavorable)	\$ 189,830
FY 2017 Encumbrances rolled forward to FY 2018	\$ (923,620)
Ending Fund Balance	\$ 318,868

Commentary: Storm Water fund savings of \$395k was budgeted to pay for operations and some capital projects. Since revenues in fund savings have already been collected, there is no current year activity. Storm Water fees are a combination of flat rates per square foot and/or units of impervious area which are charged monthly and on trend.

Salary and benefits will not trend with annualization as laborers perform work as needed in the Sewer, Storm Water and Street maintenance divisions. Contractual expenditures are under trend by 26% due to engineering, rentals, and landfill fees at 2%, 58% and 73% expended. Commodities which are raw materials and pipe and utilities are 9% over trend. The Farm Detention Bureau capital project is now combined with other pump station improvements and was approved by City Council on April 24, 2017 with an estimated completion in the Fall of 2017.

Note: See detail on capital projects on next page.

City of Bloomington, Illinois FY 2017 Capital Projects

APPROXIMATE TIMELINE

	Adopted FY 2017	Amount Approved	Paid to Date	Start Design	Bid Project	Start Project	Completion
Storm Water Fund							
Farm Bureau Detention Basin Improvements	\$ 550,000	\$ 786,818	\$ -	In Progress	March 2017	Summer 2017	Fall 2017
Valley Sewer (Maizefield) CSO Elimination Phase 1 Design & Land	\$ 80,000		\$ -	N/A	N/A	N/A	This project will not occur in FY 2017.
TOTAL STORM WATER CAPITAL:	\$ 630,000	\$ 786,818	\$ -				

FY 2017 Capital Equipment List

Department	Equipment	Budget	Actual Cost	(Savings)/Loss	Status
Storm Water	2003 Elgin Eagle Street Sweeper F1692D	260,590.00	257,127.75	(3,462.25)	Purchased. Approved by City Council on 12/19/2016
Total Storm Water Capital Equipment:		260,590.00	257,127.75	(3,462.25)	

Note: Capital equipment is intended to be financed as part of the capital lease program.

**City of Bloomington - FY 2017
Solid Waste Fund Profit and Loss Statement
Through April 30, 2017**

Annualized Trend is 100%

** All numbers are Preliminary pending final Audit **

Revenues	Adopted Budget	Revised Budget	Year to Date		Revised Budget		% of Revised Budget	
			Actual		Remaining	Used		
54 Charges for Services	\$ 6,062,577	\$ 6,062,577	\$ 6,093,424	\$	(30,847)			100.5%
55 Fines & Forfeitures	\$ 108,222	\$ 108,222	\$ 155,786	\$	(47,564)			143.9%
56 Investment Income	\$ -	\$ -	\$ (470)	\$	470			0.0%
57 Misc Revenue	\$ 200	\$ 200	\$ 299	\$	(99)			149.7%
58 Sale Capital Assets	\$ -	\$ -	\$ 261	\$	(261)			0.0%
85 Transfer In*	\$ 1,301,283	\$ 1,301,283	\$ 1,301,283	\$	-			100.0%
Revenue Total	\$ 7,472,283	\$ 7,472,283	\$ 7,550,583	\$	(78,300)			101.0%

Expenditures	Adopted Budget	Revised Budget	Year to Date		Revised Budget		% of Revised Budget	
			Actual		Remaining	Used		
61 Salaries	\$ 2,357,641	\$ 2,357,641	\$ 2,184,946	\$	172,695			92.7%
62 Benefits	\$ 966,293	\$ 966,293	\$ 880,649	\$	85,644			91.1%
70 Contractuals	\$ 2,394,426	\$ 2,394,426	\$ 2,446,651	\$	(52,225)			102.2%
71 Commodities	\$ 263,615	\$ 263,615	\$ 248,697	\$	14,918			94.3%
73 Principal Expense	\$ 1,067,844	\$ 1,067,844	\$ 973,287	\$	94,557			91.1%
74 Interest Expense	\$ 40,890	\$ 40,890	\$ 23,765	\$	17,125			58.1%
79 Other Expenditures	\$ 7,650	\$ 7,650	\$ -	\$	7,650			0.0%
89 Transfer Out	\$ 373,924	\$ 373,924	\$ 373,924	\$	-			100.0%
Expense Total	\$ 7,472,283	\$ 7,472,283	\$ 7,131,920	\$	340,363			95.4%

Beginning Fund Balance	\$ 549,676
Current Activity - favorable/(unfavorable)	\$ 418,663
FY 2017 Encumbrances rolled forward to FY 2018	\$ (182,989)
Ending Fund Balance	\$ 785,350

Note: Charges for solid waste services include flat monthly fees based on cart size and bucket fees for bulk waste which are slightly above trend. Salary and benefits are below trend due to laborers who are moved as needed to assist with Street Maintenance. Commodities are 6% below trend due to less spending on totes and other supplies. Other Expenditures is anticipated savings that will contribute to fund balance.

* Transfer In from the General Fund relate to the bulk waste and brush collection programs.

FY 2017 Capital Equipment List

Department	Equipment	Budget	Actual Cost	(Savings)/Loss	Status
Solid Waste	2004 IH 7400	191,220.75	164,123.00	(27,097.75)	Purchased
	2007 Komatsu WA200PT-5	211,150.00	221,523.66	10,373.66	Purchased-includes 2 items below which are buckets.
	2006 JRB Bucket Attachment for Komatsu	15,450.00	-	(15,450.00)	See note above.
	2001 JRB Bucket Attachment for Komatsu	15,450.00	-	(15,450.00)	See note above.
Total Solid Waste Capital Equipment:		433,270.75	385,646.66	(47,624.09)	

Note: Capital equipment is intended to be financed as part of the capital lease program.

**City of Bloomington - FY 2017
Golf Fund Profit and Loss Statement
Through April 30, 2017**

Annualized Trend is 100%

** All numbers are Preliminary pending final Audit **

The Golf fund Profit and Loss statement below includes transfers in from the General Fund.

Revenues	Adopted Budget	Revised Budget	Year to Date		Revised Budget	% of Revised Budget
			Actual	Remaining	Used	
54 Charges for Services	\$ 2,611,557	\$ 2,611,557	\$ 2,181,323	\$ 430,234		83.5%
56 Investment Income	\$ -	\$ -	\$ 4,665	\$ (4,665)		0.0%
57 Misc Revenue	\$ 42,275	\$ 42,275	\$ 101,401	\$ (59,126)		239.9%
85 Transfer In	\$ 522,883	\$ 522,883	\$ 522,883	\$ -		100.0%
Revenue Total	\$ 3,176,715	\$ 3,176,715	\$ 2,810,271	\$ 366,444		88.5%

Expenditures	Adopted Budget	Revised Budget	Year to Date		Revised Budget	% of Revised Budget
			Actual	Remaining	Used	
61 Salaries	\$ 890,603	\$ 890,603	\$ 818,007	\$ 72,596		91.8%
62 Benefits	\$ 258,509	\$ 258,509	\$ 248,528	\$ 9,981		96.1%
70 Contractuals	\$ 562,612	\$ 562,612	\$ 539,754	\$ 22,858		95.9%
71 Commodities	\$ 571,410	\$ 571,410	\$ 551,821	\$ 19,589		96.6%
72 Capital Expenditures	\$ 250,000	\$ 250,000	\$ 6,293	\$ 243,707		2.5%
73 Principal Expense	\$ 84,574	\$ 84,574	\$ 77,995	\$ 6,580		92.2%
74 Interest Expense	\$ 3,174	\$ 3,174	\$ 1,882	\$ 1,293		59.3%
79 Other Expenditures	\$ 416,473	\$ 416,473	\$ 40	\$ 416,433		0.0%
89 Transfer Out	\$ 139,359	\$ 139,359	\$ 139,359	\$ -		100.0%
Expense Total	\$ 3,176,715	\$ 3,176,715	\$ 2,383,678	\$ 793,036		75.0%

Beginning Fund Balance	\$ 388,212
Current Activity - favorable/(unfavorable)	\$ 426,592
FY 2017 Encumbrances rolled forward to FY 2018	\$ (79,122)
Ending Fund Balance	\$ 735,683

Note: FY 2017 had been a good year for golf due until February, March and April had poor weather impacting usage and yearly pass sales. Daily passes and cart rentals are 12% and 6% below trend. Beverages sales are 5% below trend. Miscellaneous revenues are higher from a new simulator. Correspondingly, electricity is at 17% over trend. Commodities are below trend from savings in supplies and some utilities such as gas and water. Other Expenditures is anticipated savings that will contribute to fund balance. The budget for the repair of a section of the cart path for Prairie Vista Golf Course has been significantly reduced and will be completed in FY2018.

* This fund accounts for 3 City golf courses: Highland Park, Prairie Vista and The Den at Fox Creek.

The Golf fund Profit and Loss statement below excludes transfers in from the General Fund from revenue.

Revenues	Adopted Budget	Revised Budget	Year to Date		Revised Budget	% of Revised Budget
			Actual	Remaining	Used	
54 Charges for Services	\$ 2,611,557	\$ 2,611,557	\$ 2,181,323	\$ 430,234		83.5%
56 Investment Income	\$ -	\$ -	\$ 4,665	\$ (4,665)		0.0%
57 Misc Revenue	\$ 42,275	\$ 42,275	\$ 101,401	\$ (59,126)		239.9%
Revenue Total	\$ 2,653,832	\$ 2,653,832	\$ 2,287,388	\$ 366,444		86.2%

Expenditures	Adopted Budget	Revised Budget	Year to Date		Revised Budget	% of Revised Budget
			Actual	Remaining	Used	
61 Salaries	\$ 890,603	\$ 890,603	\$ 818,007	\$ 72,596		91.8%
62 Benefits	\$ 258,509	\$ 258,509	\$ 248,528	\$ 9,981		96.1%
70 Contractuals	\$ 562,612	\$ 562,612	\$ 539,754	\$ 22,858		95.9%
71 Commodities	\$ 571,410	\$ 571,410	\$ 551,821	\$ 19,589		96.6%
72 Capital Expenditures	\$ 250,000	\$ 250,000	\$ 6,293	\$ 243,707		2.5%
73 Principal Expense	\$ 84,574	\$ 84,574	\$ 77,995	\$ 6,580		92.2%
74 Interest Expense	\$ 3,174	\$ 3,174	\$ 1,882	\$ 1,293		59.3%
79 Other Expenditures	\$ 416,473	\$ 416,473	\$ 40	\$ 416,433		0.0%
89 Transfer Out	\$ 139,359	\$ 139,359	\$ 139,359	\$ -		100.0%
Expense Total	\$ 3,176,715	\$ 3,176,715	\$ 2,383,678	\$ 793,036		75.0%

Beginning Fund Balance	\$ 388,212
Current Activity - favorable/(unfavorable)	\$ (96,290)
Ending Fund Balance	\$ 291,922

City of Bloomington, Illinois FY 2017 Capital Projects

APPROXIMATE TIMELINE							
	Adopted FY 2017	Amount Approved	Paid to Date	Start Design	Bid Project	Start Project	Completion
Golf Fund							
Prairie Vista Path Resurfacing	\$ 250,000	\$ 49,175	\$ -	-	-	Summer 2017	The Durapatcher (asphalt machine) was paid from the Capital Improvement Fund. This small area asphalt machine will be available for use across the City. Materials to complete this resurfacing will be paid from Golf funds and is below \$5K.
TOTAL GOLF CAPITAL:	250,000.00	49,175.00	-				

FY 2017 Capital Equipment List - 5 Year

Department	Equipment	Budget	Actual Cost	(Savings)/Loss	Status
The Den at Fox Creek	1999 Chevrolet S10	25,886.50	27,802.00	1,915.50	Completed-pending delivery
Total Golf Capital Equipment:		25,886.50	-	-	

Note: Capital equipment is intended to be financed as part of the capital lease program.

**City of Bloomington - FY 2017
Coliseum Fund Profit and Loss Statement
Through April 30, 2017**

Annualized Trend is 100%

** All numbers are Preliminary pending final Audit **

The Coliseum Profit and Loss statement below includes both Divisions.

Revenues	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
50 Taxes	\$ 1,282,752	\$ 1,282,752	\$ 1,282,752	\$ -	100.0%
54 Charges for Services	\$ 3,824,341	\$ 2,293,278	\$ 1,971,317	\$ 321,961	86.0%
56 Investment Income	\$ 800	\$ 30	\$ (6,643)	\$ 6,673	-22143.0%
57 Misc Revenue	\$ -	\$ 952,400	\$ 940,860	\$ 11,540	0.0%
58 Sale/Lease Capital Assets	\$ -	\$ -	\$ 507	\$ (507)	0.0%
85 Transfer In	\$ 688,626	\$ 2,348,626	\$ 2,348,626	\$ -	100.0%
Revenue Total	\$ 5,796,519	\$ 6,877,086	\$ 6,537,419	\$ 339,667	95.1%

Expenditures	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
61 Salaries	\$ 1,435,791	\$ 1,260,487	\$ 1,417,957	\$ (157,469)	112.5%
62 Benefits	\$ 214,240	\$ 311,834	\$ 229,813	\$ 82,021	73.7%
70 Contractuals	\$ 2,087,221	\$ 1,021,652	\$ 1,374,924	\$ (353,272)	134.6%
71 Commodities	\$ 121,100	\$ 1,081,130	\$ 801,893	\$ 279,237	74.2%
72 Capital Expenditures	\$ 50,000	\$ 50,000	\$ 173,754	\$ (123,754)	347.5%
73 Principal Expense	\$ 238,698	\$ 238,698	\$ 230,836	\$ 7,862	96.7%
74 Interest Expense	\$ 46,573	\$ 46,573	\$ 37,317	\$ 9,256	80.1%
79 Other Expenditures	\$ 320,145	\$ 2,030,488	\$ 89,443	\$ 1,941,045	4.4%
89 Transfer Out	\$ 1,282,752	\$ 1,282,752	\$ 1,282,752	\$ -	100.0%
Expense Total	\$ 5,796,519	\$ 7,323,613	\$ 5,638,688	\$ 1,684,925	77.0%

Beginning Fund Balance*	\$ (60,523)
Current Activity - favorable/(unfavorable)	\$ 898,731
FY 2017 Encumbrances rolled forward to FY 2018	\$ (274,746)
Ending Fund Balance	\$ 563,462

Commentary: Coliseum fund shows activity for the operation of U.S. Cellular Coliseum which includes two divisions, one managed by the City and one by VenuWorks, a third party manager. Tax revenue seen above is solely sales tax revenue earmarked for the bond debt service payments seen in expenditures under transfers out. Charges for services revenue includes event ticket sales, concessions, merchandise, etc. Transfers in represents revenue received from the General Fund and is for both divisions.

The Coliseum is a unique entertainment venue therefore profit & loss activity will not trend with annualization. Entertainment revenue is 14% below trend which improved during the busier months of January - April but is has taken time to generate event related income during the transition to the new management team. Salaries expense includes event staff and is above trend. Contractual expense includes building maintenance & repairs, talent expenses and management fees with the exception of management fees trend with the timing of the events and repairs. Other expenditures activity has been reclassified to other expense areas.

Note: *The opening fund balance deficit had represented a timing difference related to the reimbursement of capital lease expenditures. Lease proceeds have now been included.

Note: An increase of .25% in the Home Rule Sales Tax was approved by the City Council on February 11, 2008 to provide funds for debt Service payments for the Coliseum with the remainder left to build City reserves and infrastructure.

**City of Bloomington - FY 2017
VenuWorks Profit and Loss Statement
Through April 30, 2017**

Annualized Trend is 100%

** All numbers are Preliminary pending final Audit **

The VenuWorks Profit and Loss statement below includes transfers in from the General Fund.

Revenues	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
54 Charges for Services	\$ 3,824,341	\$ 2,293,278	\$ 1,965,387	\$ 327,891	85.7%
56 Investment Income	\$ 800	\$ 30	\$ 803	\$ (773)	2676.2%
57 Misc Revenue	\$ -	\$ 952,400	\$ 940,860	\$ 11,540	98.8%
85 Transfer In	\$ -	\$ 1,660,000	\$ 1,660,000	\$ -	0.0%
Revenue Total	\$ 3,825,141	\$ 4,905,708	\$ 4,567,050	\$ 338,658	93.1%

Expenditures	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
61 Salaries	\$ 1,412,000	\$ 1,236,696	\$ 1,388,218	\$ (151,522)	112.3%
62 Benefits	\$ 209,118	\$ 306,712	\$ 223,797	\$ 82,915	73.0%
70 Contractuals	\$ 1,546,875	\$ 720,681	\$ 1,135,129	\$ (414,448)	157.5%
71 Commodities	\$ 435,500	\$ 1,058,130	\$ 748,408	\$ 309,722	70.7%
72 Capital Expenditures	\$ -	\$ -	\$ 6,502	\$ (6,502)	0.0%
74 Interest Expense	\$ -	\$ -	\$ 1,042	\$ (1,042)	0.0%
79 Other Expenditures	\$ 222,120	\$ 2,030,488	\$ 89,443	\$ 1,941,045	4.4%
Expense Total	\$ 3,825,613	\$ 5,352,707	\$ 3,592,538	\$ 1,760,169	67.1%

Current Activity - favorable/(unfavorable) \$ 974,512

Commentary: This is VenuWorks monthly budget and activity through April 30, 2017. Revenue and expense related to debt service, facilities maintenance and capital improvements are not included above.

The VenuWorks Profit and Loss statement below further excludes transfers in from the General Fund.

Revenues	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
54 Charges for Services	\$ 3,824,341	\$ 2,293,278	\$ 1,965,387	\$ 327,891	85.7%
56 Investment Income	\$ 800	\$ 30	\$ 803	\$ (773)	2676.2%
57 Misc Revenue	\$ -	\$ 952,400	\$ 940,860	\$ 11,540	98.8%
Revenue Total	\$ 3,825,141	\$ 3,245,708	\$ 2,907,050	\$ 338,658	89.6%

Expenditures	Adopted Budget	Revised Budget	Year to Date Actual	Revised Budget Remaining	% of Revised Budget Used
61 Salaries	\$ 1,412,000	\$ 1,236,696	\$ 1,388,218	\$ (151,522)	112.3%
62 Benefits	\$ 209,118	\$ 306,712	\$ 223,797	\$ 82,915	73.0%
70 Contractuals	\$ 1,546,875	\$ 720,681	\$ 1,135,129	\$ (414,448)	157.5%
71 Commodities	\$ 435,500	\$ 1,058,130	\$ 748,408	\$ 309,722	70.7%
72 Capital Expenditures	\$ -	\$ -	\$ 6,502	\$ (6,502)	0.0%
74 Interest Expense	\$ -	\$ -	\$ 1,042	\$ (1,042)	0.0%
79 Other Expenditures	\$ 222,120	\$ 2,030,488	\$ 89,443	\$ 1,941,045	4.4%
Expense Total	\$ 3,825,613	\$ 5,352,707	\$ 3,592,538	\$ 1,760,169	67.1%

Current Activity - favorable/(unfavorable) \$ (685,488)

FY 2017 Capital Equipment List

Department	Equipment	Budget	Actual Cost	(Savings)/Loss	Status
U.S. Cellular Coliseum	Security Cameras	40,000.00	-	(40,000.00)	Deferred
Total Coliseum Capital Equipment:		40,000.00	-	(40,000.00)	

Note: Capital equipment is intended to be financed as part of the capital lease program.

City of Bloomington, Illinois FY 2017 Capital Projects

	Adopted FY 2017	Amount Approved	Paid to Date	APPROXIMATE TIMELINE			
				Start Design	Bid Project	Start Construction	Complete Construction
Coliseum Fund							
Smoke Control System Improvements	\$ 50,000	\$ 81,490	\$ 21,617	May 2016	May 2016	July 2016	August 2017
TOTAL COLISEUM CAPITAL:	50,000	81,490	21,617				