



CITY OF
BLOOMINGTON
COUNCIL MEETING
NOVEMBER 26, 2018



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

Recognize individuals, groups, or institutions publically, as well as those receiving a proclamation, declaring a day, event, or person.

PUBLIC COMMENTS

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.

CONSENT AGENDA

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

The City's Boards and Commissions hold Public Hearings prior to some Council 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.

PUBLIC HEARING

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

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation ask questions of City Staff, deliberate and seek additional information prior to making a decision.

MAYOR AND ALDERMAN

Mayor, At-Large - Tari Renner

City Aldermen

- Ward 1 - Jamie Mathy
- Ward 2 - Dave Sage
- Ward 3 - Mboka Mwilambwe
- Ward 4 - Amelia Buragas
- Ward 5 - Joni Painter
- Ward 6 - Karen Schmidt
- Ward 7 - Scott Black
- Ward 8 - Diana Hauman
- Ward 9 - Kim Bray

City Manager - Tim Gleason

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND
VALUE STATEMENT

MISSION

To lead, serve and uplift the
City of Bloomington







VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, NOVEMBER 26, 2018, 6:00 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
6. Public Comment
7. "Consent Agenda"
 - A. Consideration of approving the Minutes of the November 13, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*
 - B. Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$5,560,645.30. *(Recommend the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$5,560,645.30, and orders drawn on the Treasurer for the various amounts as funds are available.)*
 - C. Consideration of awarding the Request for Proposal (RFP# 2019-19) to Commerce Bank for the FY 2018 Taxable Capital Lease, in the amount of \$5,119,452, as requested by the Finance Department. *(Recommend the RFP (RFP# 2019-19) for the FY 2018 Taxable Capital Lease be awarded to Commerce Bank, in the amount of \$5,119,452, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
 - D. Consideration of an Agreement for Storm Water Education Program Services between the Town of Normal, McLean County, the Bloomington-Normal Water Reclamation District, and the Ecology Action Center, in the amount of \$16,719 per year (City of Bloomington portion) for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or three (3%) percent, whichever is less, for years two and three), as requested by the Public Works Department. *(Recommend the Agreement for Storm Water Education Program Services between the Town of Normal, McLean County, the Bloomington-Normal Water Reclamation District, and the Ecology Action*

Center, in the amount of \$16,719 per year (City of Bloomington portion) for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or three (3%) percent, whichever is less, for years two and three), be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)

- E. Consideration of a Purchase in the amount of \$176,166.17 to CDWG, Inc. from the State of Illinois Department of Central Management Services (CMS) Joint Purchasing Contract (CMS6945110, expires 9/30/19) for a Microsoft Enterprise Agreement Licensing, as requested by the Information Services Department. *(Recommend the purchase, in the amount of \$176.166.17, to CDWG, Inc. for the 2019 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing from the State of Illinois Department of Central Management Services (CMS6945110), the City Manager and City Clerk be authorized to execute the Agreement, and the Procurement Manager be authorized to issue a Purchase Order.)*

- F. Consideration of IMRF Benefit Protection Leave to be provided to three (3) individuals whose pension benefit was incorrectly calculated, while each received Workers Compensation Benefits from the City of Bloomington, as requested by the Human Resources Department. *(Recommend the IMRF Benefit Protection Leave for three (3) employees whose pension benefits were incorrectly calculated by the City be approved, and the City Clerk be authorized to sign the necessary documents and the Human Resources be authorized to submit the necessary paperwork to IMRF.)*

- G. Consideration of a Contract with Hoerr Construction, Inc. for the FY 2019 Sewer Rehabilitation Program (Bid# 2019-18), in the amount not to exceed \$2,010,738, as requested by the Public Works Department. *(Recommend the Contract with Hoerr Construction, Inc., including the bid unit prices proposed, for the FY2019 Sewer Rehabilitation Program (Bid# 2019-18), in the amount not to exceed \$2,010,738, be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.)*

- H. Consideration of an Ordinance Amending the membership on the City of Bloomington Transportation Commission to add a member that is either living with a disability or that serves the City's disabled population, as requested through a City Council Initiative. *(Recommend the Ordinance Amending the City Code to Add a Member on the City of Bloomington Transportation Commission, be approved and the Mayor and City Clerk authorized to execute the Ordinance.)*

- I. Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$15,775.36, to transfer budgeted funds from the General Fund to the General Bond & Interest Fund for payment of interest for the former Frontier Parking Lots, as requested by the Finance Department. *(Recommend the Ordinance amending the Fiscal Year 2019 Budget in the amount of \$15,775.36 to transfer budgeted funds from the General Fund to the General Bond & Interest Fund for payment of principal and interest (year 1 of 10) for the former Frontier Parking Lots now owned by the City, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of an IDOT Resolution for the Bloomington-Normal Jaycees Parade on December 1, 2018 as requested by the Community Development Department-Downtown Development Division. *(Recommend the IDOT Resolution to close Business 51 for the Jaycees Christmas Parade and authorize the Mayor and City Clerk to execute the necessary documents.)*

8. "Regular Agenda"

- A. Consideration of an Agreement with Axon to purchase Body Worn Cameras, utilization of Evidence.com, Axon mobile apps, and the Axon In-Car video System, as a limited source, at a five-year fixed annual cost, to renew automatically each year contingent on the yearly expenditure being approved in the annual budget, as requested by the Police Department. *(Recommend the Agreement with Axon Enterprises, Inc., in the amount of \$174,079 for year one, and renewal thereafter for four years contingent upon yearly budget approval at an annual price of \$144,876, be approved and the City Manager and City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.) (Brief overview by Tim Gleason, City Manager 5 minutes, City Council discussion, 5 minutes.)*
- B. Consideration of approving the 2018 Tax Levy estimate for the City of Bloomington and the Bloomington Public Library, as requested by the Finance Department. *(Recommend the City Council estimate the Property Tax Levy to be (1) \$20,286,384 for the City of Bloomington; and (2) \$4,871,840 for the Bloomington Public Library.) (Brief overview by Tim Gleason, City Manager. Presentation by Scott Rathbun, Finance Director 5 minutes, Council discussion 10 minutes.)*
- C. Consideration of an Ordinance approving a Bond Refunding of the 2005 and 2007 General Obligation Bonds, in the amount of \$11,845,000, as requested by the Finance Department. *(Recommend the Ordinance providing for the issuance of \$11,845,000 of general obligation*

refunding bonds of the City, providing for the levy of property taxes to pay the bonds and authorizing the sale of the bonds to the purchaser thereof and authorize the Mayor and City Clerk to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager. Presentation by Scott Rathbun, Finance Director 5 minutes, City Council discussion, 10 minutes.)

- D. Consideration of an Ordinance amending Chapter 39 of the City Code to add a 6% tax on short-term rentals within the City of Bloomington, as requested by the Finance Department. *(Recommend the Ordinance amending Chapter 39 the City Code to add and Implement a Privilege Tax on Short-Term Rentals within the City of Bloomington be approved, and the Mayor and City Clerk be authorized to execute the Ordinance.) (Brief overview by Tim Gleason, City Manager. Presentation by Scott Rathbun, Finance Director and Bob Mahrt, Community Development Director 10 minutes, City Council discussion, 10 minutes.)*

9. **City Manager's Discussion**

- A. Finance Director's Report

10. **Mayor's Discussion**

11. **City Aldermen's Discussion**

12. **Executive Session - *Cite Section***

13. **Adjournment**

14. **Notes**

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of approving the Minutes of the November 13, 2018 Regular City Council Meeting.

RECOMMENDATION/MOTION: 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: N/A

FINANCIAL IMPACT: N/A

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 "Tim Gleason", written over a horizontal line.

Tim Gleason
City manager

Attachments:

- November 13, 2018 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS TUESDAY, NOVEMBER 13, 2018, 6:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:03 p.m., Tuesday, October 8, 2018.

Mayor Renner 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 (Absent), Scott Black (Absent), Joni Painter, Diana Hauman (Absent), Kim Bray (Phone), Karen Schmidt, and Mayor Tari Renner.

Mayor Renner asked for a motion to allow Alderman Kim Bray to participate in the meeting electronically as she is away on business.

Motion by Alderman Sage and seconded by Alderman Schmidt that Alderman Bray be permitted to dial in and participate through telephone.

Motion carried. (Viva Voce)

Staff Present: Tim Gleason, City Manager; Jeffrey Jurgens, Corporation Counsel; Bob Yehl, Water Director; Bob Mahrt, Community Development Director; Scott Rathbun, Finance Director; Brian Mohr, Fire Chief; Melissa Hon, Assistant to the City Manager; Scott Sprouls, Information Services Director; and other City staff were also present.

Recognition/Appointments

- A. Recognition presented to Rick Twait on receiving the Illinois Potable Water Supply Operators Association Surface Water Operator of the Year 2018 Award.
- B. Presentation of Dan Donath, newly promoted Assistant of Chief of Professional Standards.
- C. Recognition and Presentation of a plaque from the State Fire Marshals to Eric Vaughn, Deputy Fire Chief on his 28 Years of Service to the City of Bloomington on his retirement.
- D. Recognition of Promotions within the Fire Department Jeff Flairty to Deputy Chief of Administration and Gary Smith to Battalion Chief
- E. Presentation of Bloomington Firefighters who have completed a one year probation: Shane Whitehorn, Kyle Tieman, Thomas Conley, Grant Smith, Daniel Norkiewicz, Steve Somerfield, Daniel Kray

Public Comment

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Scott Stimeling

“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 Painter and seconded by Alderman Schmidt that the Consent Agenda be approved, with the exception of Item 7D.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the October 22, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$8,120,795.60. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$8,120,795.60 and orders drawn on the Treasurer for the various amounts, as funds are available.)*

The following was presented:

Item 7C. Consideration of a Resolution Approving Appointments and Reappointments to the John M. Scott Health Care Commission with appointments to include Deb Halperin; the Reappointment of Holly Ambuehl, Susan Grant, John Couillard, Donna Hartweg, Deb Skillrud and Scott Hamilton, as well as the Appointment of Jennifer Toney to serve as Staff Administrator to the John M. Scott Health Care Commission. *(Recommend the Resolution Approving Appointments to the JM Scott Commission, be approved, and the Mayor and City Clerk be authorized to*

execute the necessary documents.)

RESOLUTION NO. 2018 - 59

A RESOLUTION APPROVING APPOINTMENTS
TO THE JOHN M. SCOTT HEALTH CARE COMMISSION

The following was presented:

Item 7D. Consideration of approving a schedule for Council Meeting and Council related Boards and Commission Meeting dates for the 2019 Calendar Year. *(Recommend that Council approve the 2019 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.) Pulled from the Consent Agenda.*

Alderman Bray stated there had been some discussions on potentially moving the City Council and Committee of the Whole Meetings permanently to Tuesday night. She cited multiple reasons for the recommended change of which, it would provide Council an opportunity to review the council packet prior to the Council Meetings allowing more of a thorough review.

Motion by Alderman Bray second by Alderman Mwilambwe to approve the proposed schedule through June 2019 providing Council with an opportunity to consider the meeting schedule from July 2019 forward.

Mayor Renner clarified Alderman Bray's proposed motion on the 2019 Meeting Schedule stating the schedule would go through June 2019 and there will be reconsideration for that time with the possibility of moving the Council and Committee of the Whole Meetings to Tuesday evening.

Mr. Gleason stated Corporation Counsel Jeff Jurgens has indicated that Council would need to adopt the full schedule for the calendar year 2019, but that staff can bring back to amend the July through December 2019 meeting dates at a later time.

Mayor Renner asked Alderman Bray whether she would accept the recommendation of Mr. Jurgens and would accept amending the motion to approve the item as presented with the understanding that the Council would and could reconsider moving the Council and Committee of the Whole Meetings to Tuesday by the end of June. Alderman Bray accepted the amendment, and Alderman Mwilambwe accepted the friendly amendment.

Motion by Alderman Bray and seconded by Alderman Mwilambwe that that Council approve the 2019 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7E. Consideration of approving the purchase of 25 sets of Personal Protective Equipment - Firefighter Turnout Gear as requested by the Fire Department. *(Recommend the Fire Department recommends the purchase of Twenty-Five (25) 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), Deerfield, IL be approved, in the amount of \$69,868.75, and the Procurement Manager be authorized to issue a Purchase Order.)*

The following was presented:

Item 7F. Consideration of approving the purchase four (4) LifePak 15 Cardiac Monitor/Defibrillators from Physio-Control in the amount of \$93,170.48, as requested by the Fire Department. *(Recommend approval of the purchase four (4) Cardiac Monitors from Physio-Control in the amount of \$93,170.48 be approved and the procurement manager authorized to issue a purchase order.)*

RESOLUTION NO. 2018 - 60

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF FOUR (4) LIFEPAK15 CARDIAC MONITORS/DEFIBRILLATORS

The following was presented:

Item 7G. Consideration of the approving the purchase of one (1) Zamboni 552AC Ice Resurfacers from Frank J. Zamboni & Co., Inc., of Paramount, CA, for the scheduled replacement of ice resurfacing equipment, using the Sourcewell contract, in the amount of \$123,130.40, as requested by Facilities Management. *(Recommend the Purchase of one (1) Zamboni 552AC Ice Resurfacers from Frank J. Zamboni & Co., Inc., of Paramount, CA, for the scheduled replacement of ice resurfacing equipment, using the Sourcewell contract (Contract #03011-FZC, exp. 4/14/2021), in the amount of \$123,130.40, be approved, and the Procurement Manager be authorized to issue a purchase order.)*

The following was presented:

Item 7H. Consideration of an Ordinance amending the FY 19 Budget authorizing the purchase of wireless microphones and communication equipment, in the amount of \$39,008.39

for said purchase and approval of a Resolution waiving the formal bidding requirements, as requested by the Parks, Recreation & Cultural Arts Department. (Recommend (1) the Ordinance amending the FY 2019 Budget in the amount of \$39,008.39, be approved, and the Mayor and City Clerk be authorized to execute the ordinance; and (2) the Resolution Waiving the Formal Bidding Requirements and approving the purchase of Backstage Wireless Communication Equipment from Clear Com/Spoiled by Technology Inc. in the amount of \$14,988.42 and the Wireless Microphones from The Music Shoppe/Pro-Sound Center in the amount of \$24,019.97, be approved and the City Manager or procurement officer authorized to execute the agreement or purchase order.)

ORDINANCE NO. 2018 - 98

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

RESOLUTION NO. 2018 - 61

A RESOLUTION WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE
PURCHASE OF BCPA BACKSTAGE WIRELESS COMMUNICATION EQUIPMENT FROM CLEAR
COM/SPOILED by TECHNOLOGY INC AND THE PURCHASE OF BCPA WIRELESS MICROPHONES
FROM THE MUSIC SHOPPE INC/PRO SOUND CENTER

The following was presented:

Item 7I. Consideration of an Ordinance amending the Fiscal Year 2019 Budget to allocate funds for the Miller Park Zoo Concession Stand and Parking Lot, for the funds approved by Council on October 22, 2018. *(Recommend the Ordinance amending the Fiscal Year 2019 Budget to allocate funds for the Miller Park Zoo Concession Stand and Parking Lot be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 - 99

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

The following was presented:

Item 7J. Consideration of an Ordinance amending the Fiscal Year 2019 Budget to allocate funds to The Den at Fox Creek Golf Course Budget in the amount of \$11,029.83 and approve the purchase of replacement HVAC equipment at Prairie Vista Golf Clubhouse and The Den at Fox Creek Golf Clubhouse in the amount of \$79,680.00, as requested by Parks, Recreation & Cultural Arts. *(Recommend the Ordinance amending the FY 2019 Budget in the amount of \$11,029.83 and the purchase of HVAC equipment from Hermes Service & Sales, of Bloomington, IL, for the scheduled replacement heating and air conditioning units, in the amount of \$79,680.00, be approved, and the Mayor and the City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 - 100

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

The following was presented:

Item 7K. Consideration of an Ordinance approving the Final Plat of Fourteenth Addition to Hawthorne Commercial Subdivision, subject to the petitioner paying the required tap-on fees and bonding, so the property owner can develop commercial property, as requested by the Public Works Department. *(Recommend the Ordinance approving the Final Plat of Fourteenth Addition to Hawthorne Commercial Subdivision, subject to the petitioner paying the required tap-on fees and bonding, so the property owner can develop commercial property, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 - 101

AN ORDINANCE APPROVING THE FINAL PLAT OF FOURTEENTH ADDITION TO
HAWTHORNE COMMERCIAL SUBDIVISION

The following was presented:

Item 7L. Consideration of an Ordinance approving the vacation of utility easement between Lots 11 and 12 in Southgate Commercial Plaza Subdivision 5th Addition (located south of Hamilton Road and east of Greyhound Road), to allow for the construction of a Veterans Affairs Clinic, as requested by the Public Works Department. *(Recommend the Ordinance approving the vacation of utility easement between Lots 11 and 12 in Southgate Commercial Plaza Subdivision 5th Addition (located south of Hamilton Road and east of Greyhound Road), to allow for the construction of a Veterans Affairs Clinic, be approved, and the Mayor and City Clerk to be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 - 102

AN ORDINANCE APPROVING THE VACATION OF
UTILITY EASEMENT BETWEEN LOTS 11 AND 12
IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION,
BLOOMINGTON, ILLINOIS

“Regular Agenda”

The following was presented:

Item 8A. Presentation of the FY2018 Comprehensive Annual Financial Report as audited

from Baker Tilly Virchow Krause LLP, as requested by the Finance Department. *(Recommend Presentation only.) (Brief overview by Tim Gleason, City Manager. Presentation by Scott Rathbun, Finance Director 10 minutes, and Council discussion 10 minutes.)*

Mr. Gleason provided a brief overview of this item stating this is an Annual Comprehensive Financial Audit known as a CAFR that performed by Baker Tilly Virchow Krause LLP. He deferred to Mr. Rathbun for brief comments. Mr. Rathbun thanked the Finance Department for its work on getting the audit done on time. He introduced Jason Coyle of Baker Tilly to provide the presentation on the Audit. The audit is on file in the City Clerk's and the Finance Office.

The following was presented:

Item 8B. Consideration of a Contract Extension with Evergreen FS, to pay for fuel for fleet vehicles and equipment, in the amount not to exceed \$1,125,000 as requested by the Public Works Department. *(Recommend the Contract Extension with Evergreen FS, to pay for fuel for fleet vehicles and equipment, in the amount not to exceed \$1,125,000, be approved, the City Manager authorized to execute the contract, and the Procurement Manager be authorized to issue a Purchase Order.) (Brief overview by Tim Gleason, City Manager. Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 5 minutes.)*

Mr. Gleason stated this is the fourth and final year renewal with Evergreen FS in the amount not to exceed \$1,125,000. The City would have to re-bid this item next year as this is the final year of the renewal.

Motion by Alderman Schmidt and seconded by Alderman Painter that the Contract Extension with Evergreen FS, to pay for fuel for fleet vehicles and equipment, in the amount not to exceed \$1,125,000, be approved, the City Manager authorized to execute the contract, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8C. Consideration of the approval of certain contracts related to the construction of the American Alligator exhibit at Miller Park Zoo, in a total amount not to exceed \$35,000 and to be reimbursed by private donations, and approval of an Ordinance Amending the Fiscal Year

2019 Budget to allocate funds for the contracts. *(Recommend that: (1) the Ordinance Amending the Fiscal Year 2019 Budget to allocate funds for the American Alligator exhibit construction be approved, in the amount of \$35,000, and the Mayor and City Clerk be authorized to execute the ordinance; (2) the contract and scope of work proposed by Stark Excavating in the amount of \$15,500 to build the wall for the American Alligator exhibit, be approved and the Procurement Manager authorized to issue the purchase order; and (3) the City Manager, through designated Parks Maintenance personnel, be authorized to procure the necessary materials to complete the American Alligator exhibit, including the purchase of guard rails and fencing, up to an amount not to exceed \$19,500.)* (Brief overview by Tim Gleason, City Manager. Presentation by Jay Tetzloff, PRCA Director 5 minutes, Council discussion 10 minutes.)

ORDINANCE NO. 2018 - 103

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

Mr. Gleason stated this project at the Zoo would be reimbursed in its entirety if approved by Council. He deferred to Mr. Tetzloff for an overview of the item. Mr. Tetzloff provided a brief PowerPoint Presentation on this item that is located on the city's website at www.cityblm.org.

Motion by Alderman Mathy and seconded by Alderman Painter that: (1) the Ordinance Amending the Fiscal Year 2019 Budget to allocate funds for the American Alligator exhibit construction be approved, in the amount of \$35,000, and the Mayor and City Clerk be authorized to execute the ordinance; (2) the contract and scope of work proposed by Stark Excavating in the amount of \$15,500 to build the wall for the American Alligator exhibit, be approved and the Procurement Manager authorized to issue the purchase order; and (3) the City Manager, through designated Parks Maintenance personnel, be authorized to procure the necessary materials to complete the American Alligator exhibit, including the purchase of guard rails and fencing, up to an amount not to exceed \$19,500.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8D. Consideration of approving the purchase of the Harmony Park inclusive playground for installation at Rollingbrook Park and O'Neil Park as requested by the Parks, Recreation and Cultural Arts Department. *(Recommend to approve the purchase of playground*

equipment and playground surfacing from Game Time c/o Cunningham Recreation in the amount of \$330,621.06, City Manager authorized to execute the necessary documents, and the Procurement Manager be authorized to issue purchase orders accordingly.) (Brief overview by Tim Gleason, City Manager. Presentation by Jay Tetzloff, PRCA Director 10 minutes, Council discussion 10 minutes.)

ORDINANCE NO. 2018 - 104

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

Mr. Gleason provided a brief overview of this item stating this is two project amounting to \$330,621.06. The inclusive park is the first to the City of Bloomington to help families who have accessibility challenges, and the second project is at O'Neil Park in conjunction with District 87. He deferred to Mr. Tetzloff for an overview of the projects.

Mr. Tetzloff provided a PowerPoint Presentation on the project stating it is less than 100 feet from Sheridan Elementary School. The larger of the projects is at Rollingbrook Park describing the nature of the park setting. He acknowledged Corrine Chapman for reaching out to him as a member of the Jaycee, and MarcFirst who donated \$100,000 today on behalf of their fundraising efforts. This is the first time the City will have an inclusive park in McLean County.

Alderman Mwilambwe commented that this is a very good project and he is excited that it is in the Bloomington community. He asked whether the City could incorporate some of the inclusive elements at other city parks so to allow all children to be able to interact with it. Mr. Tetzloff stated they would definitely begin to look at adding more as they look at playgrounds on an annual basis. Alderman Mwilambwe thanked all who participated in the fundraising for this effort.

Alderman Sage stated this is a tremendous community project. He asked whether the representative from the Jaycees would share with the Council their fundraising efforts. Ms. Chapman provided a brief overview of the fundraising efforts of the Jaycees.

Motion by Alderman Schmidt and seconded by Alderman Bray to approve the purchase of playground equipment and playground surfacing from Game Time c/o Cunningham Recreation in the amount of \$330,621.06, City Manager authorized to execute the necessary documents, and the Procurement Manager be authorized to issue purchase orders accordingly.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 8E. Consideration of an Ordinance Amending the City's Schedule of Fees and amending various Chapters within the City Code regarding fees and classification, as requested by the City Clerk. *(Recommend the Ordinance amending the Schedule of Fees for the City of Bloomington and amending the City Code be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager. Presentation by Cherry Lawson 5 minutes, and Council discussion 5 minutes.)*

ORDINANCE NO. 2018 - 105

AN ORDINANCE AMENDING THE SCHEDULE OF FEES FOR THE CITY OF BLOOMINGTON AND AMENDING THE CITY CODE

Mr. Gleason stated on October 8, the Council adopted an ordinance for the Schedule of Fees amending the City Code. After its adoption, it was discovered that additional revisions were necessary accordingly. City staff has sought to bring this back as an ordinance amendment of the fees to ensure the corrections are note. There are no new fees this was a staff error that this item had to be brought back for correction.

Motion by Alderman Painter and seconded by Alderman Mwilambwe that the Ordinance amending the Schedule of Fees for the City of Bloomington and amending the City Code be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Painter, Mwilambwe, Bray, and Mayor Renner.

Nays: Aldermen Mathy, Schmidt, and Sage.

Motion carried.

City Manager's Discussion

Mr. Gleason noted the schedule of events for the remainder of the year. On November 19, the Committee of the Whole Meeting is scheduled there will be a presentation by the Bloomington Police Department by Chief Wheeler, Assistant Chief Bays, and Assistant Chief Donath on Body Worn Cameras. There will be a public discussion, and will be a council discussion on November 26. There will be a presentation by Jim Karch on the sewer and waterline discussion that was held a couple months ago. Quiet Zones will begin next week on November 20. In July,

City staff reached out to various stakeholders with representatives of McLean County, U.S. Department of Transportation, IDOT, Federal Railroad Administration, the Illinois Commerce Commission, and Union Pacific Railroad.

Mayor's Discussion

Mayor Renner thanked Bloomington's Sister Cities and welcome the individuals from Russia. He thanked Mr. Gleason for his continued efforts to provide good strong financial leadership.

City Aldermen's Discussion

Alderman Schmidt acknowledged the Parks & Recreation Department and Community Development for Woodbury Park that is a great addition to that community.

Executive Session - *Cite Section*

Adjournment

Motion by Alderman Painter seconded by Alderman Schmidt adjourning the meeting. Meeting adjourned at 7:14 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: November 26, 2018

SUBJECT: Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$5,560,645.30.

RECOMMENDATION/MOTION: The Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$5,560,645.30, 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 \$5,560,645.30 (Payroll total \$2,647,545.42, Accounts Payable total \$2,785,317.27, Electronic Transfers total \$16,252.94, and Procurement Card Purchases total \$111,529.67).

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:

A handwritten signature in black ink, appearing to read "Tim Gleason", written over a white background.

Tim Gleason
City Manager

Attachment:

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

CITY OF BLOOMINGTON FINANCE REPORT

Council of November 26, 2018

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
11/8/2018	\$ 1,507,034.87	\$ 379,911.46	\$ 1,886,946.33
11/9/2018	\$ 235,919.18	\$ 81,290.51	\$ 317,209.69
11/16/2018	\$ 214,028.66	\$ 76,575.61	\$ 290,604.27
11/9/2018	\$ 126,908.48	\$ 25,876.65	\$ 152,785.13
Off Cycle Adjustments			
		PAYROLL GRAND TOTAL	\$ 2,647,545.42

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total
11/26/2018	AP General	\$ 2,560,960.90
	AP JM Scott	
11/26/2018	AP Comm Devel	\$ 60,653.70
11/26/2018	AP IHDA	\$ 1,150.00
11/26/2018	AP Library	\$ 25,603.55
11/26/2018	AP MFT	\$ 55,116.59
11/8/2018-11/20/2018	Out of Cycle	\$ 81,832.53
11/20/2018	AP Bank Transfers	\$ 16,252.94
	AP GRAND TOTAL	\$ 2,801,570.21

PCARDS

Date Range	Total
10/1/2018-10/31/2018	\$ 111,529.67
PCARD GRAND TOTAL	\$ 111,529.67

TOTAL	\$ 5,560,645.30
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Respectfully,

F. Scott Rathbun
Finance Director



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration of awarding the Request for Proposal (RFP# 2019-19) to Commerce Bank for the FY 2018 Taxable Capital Lease, in the amount of \$5,119,452, as requested by the Finance Department.

RECOMMENDATION/MOTION: The RFP (RFP# 2019-19) for the FY 2018 Taxable Capital Lease be awarded to Commerce Bank, in the amount of \$5,119,452, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: 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. This inventory includes a diverse range of equipment and vehicles which are used to provide services to residents across the City. The City has been successful in obtaining low interest rates by soliciting each capital lease. The total outstanding capital lease principal is \$5,119,452. (Please see Exhibit 1 for the equipment list by department.)

The FY 2018 budget included purchasing the capital equipment and vehicles listed on Exhibit 1, through our capital lease program. Please note that all listed assets have already been purchased in FY 21018 and the executed capital lease will reimburse spent funds, leaving the annual debt service in its place. Debt service for these purchases was included in the FY 2019 budget. The capital lease program includes a five or ten year lease based on the useful life of an asset being financed.

An RFP was issued on October 16, 2018 and five (5) responsive proposals were received:

Financial Institution	5 Year Interest Rate	10 Year Interest Rate	Proposed Interest Cost
TD Equipment Finance	3.87%	4.27%	706,562
Commerce Bank	3.93%	4.43%	726,504
US Bank	3.97%	4.25%	733,678
Bank Funding LLC	4.34%	4.53%	773,239
BMO Harris	4.35%	4.59%	780,084

While Commerce Bank did not provide the lowest cost proposal, Staff is recommending it be awarded the Capital Lease due to its local presence and availability, historical exemplary customer service provided to the City, and no prepayment penalty (TD charges 1%). City staff anticipates the prepayment penalty may be an issue during the term of the lease.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: An RFP was published in the Pantagraph on October 16, 2018 and posted to the City's website the same day. Twenty Five (25) financial institutions were mailed invitations to submit a proposal on the RFP. Five (5) responses were received, all of which were considered qualified.

FINANCIAL IMPACT: The estimated interest rate cost is approximately \$726,504 over ten years. The principal and interest expenditures for this Capital Lease were budgeted in FY 2019 from the following line items within each department: 73401 - Principal Expense, and 73701 - Interest Expense. Additionally, Stakeholders can see information related to the Capital Lease Program in the FY 2019 Adopted Budget Book titled "Other Funds & Capital Improvement" on page 80.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Scott Rathbun, Finance Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Capital Equipment List by Department

FIN 1B Exhibit 1 - Equipment List by Department

Capital Lease Equipment List - 60 Months

Description	Amount	Dept
New World Public Safety Software Enterprise upgrade	188,050	IS
SP Intranet Portal, IT Portal and Project Tracker Portal Software	16,687	IS
ImageTrend Elite Record Management System	97,457	IS
Foxit Software Licenses and Maintenance	16,600	IS
Nintex Workflow Software Licenses and Maintenance	24,047	IS
Promise VessRAID 2600 Expansion Chassis	11,335	IS
28-Panasonic Toughbook CF-33	153,272	IS
HPE ProLiant DL380 Gen10 for VMware	13,560	IS
HPe ProLiant DL380-G10 Server	12,788	IS
Body Worn Cameras items-Qty. 100-Apple iPod touch 6G 32GB	18,265	IS
2 core networking switches with implementation.	35,126	IS
Promise Vess R2600tiD Pro Hard Drive Array	15,830	IS
2017 Ford F350	31,092	Parks
2017 Ford F350 4X2 Pickup	40,279	Parks
2018 Ford F150	31,135	Parks
2017 Vermeer Stump Cutter	48,082	Parks
MT55 Mini Track Loader - 6 attachments	32,486	Parks
Playground equipment	75,000	Parks
Bobcat T650 T4 Track Loader	64,193	Parks
LT113 Mini Load Trencher	5,152	Parks
2018 Dodge Grand Caravan	23,399	Parks
Zamboni Machine	129,144	Parks
3-2017 Ford Utility Interceptor Units	104,375	Police
2-2018 Chevrolet Tahoe Units	77,894	Police
2018 Ford Taurus	36,143	Police
2018 Kawasaki Mule Pro-FTX	11,500	Police
Body worn cameras items	2,068	Police
2- Police Interceptor vehicles	69,398	Police
LED light fixtures for Police Parking Garage	20,048	Police
Milo range theater multi-screen training simulator	102,040	Police
Police Priority Dispatch System	55,623	Police
2018 Chevrolet Tahoe	39,437	Fire
2018 Ford Transit Van	30,450	Fire
FY 2018 Stryker Power-PRO XT Cot Replacement	15,295	Fire
2-Lucas 3.0 Cardiac Chest Compression System	27,872	Fire
Lifepak 15 Cardiac Monitor/Defibrillator	24,651	Fire
Outdoor Warning Siren	35,625	Fire
2017 Ford F350	34,283	Streets
2017 Ford F350 Super Duty	40,983	Streets
5- 2018 Ford F150s	133,263	Streets
Hustler Super 104-Vanguard Zero Turn Mower	22,567	Water
2017 Vactron LP873 SDT Excavating & Potholing machine	78,200	Water
Portable Screw Air Compressor	21,798	Water
Single line stopping system with air drive	31,424	Water

FIN 1B Exhibit 1 - Equipment List by Department

DP74 Color CMOS Microscope Camera & Imaging software	7,019	Water
EXO SONDES, Hand held display Water testing Units	69,251	Water
Storm3-03 Turn Key System, transducers and single modem cellular	12,303	Water
Hustler Super 104-Vanguard Zero Turn Mower	21,799	Water
Bobcat 5600-	48,100	Water
2018 Ford F150	28,284	Water
2018 Ford F150	25,532	Sewer
2018 Ford F350	35,353	Sewer
2017 CAT 430F2 IT Backhoe	192,780	Sewer
2018 Elgin Broom Bear	259,327	Storm
2018 Ford F150	31,135	Solid Waste
2018 Kenworth McNelius Rear Packer Loader	166,420	Solid Waste
Kubota Grounds Mower	31,442	Parking
Newgen Sweeper	14,200	Parking
John Deere 2500 E Hybrid Greens Mower	31,193	Golf
Fleet of golf carts for Prairie Vista	155,754	Golf
2-John Deere 7500AE Hybrid Fairway Mowers	105,929	Golf
2 - John Deere 4066R Utility Tractors	65,466	Golf
2-John Deere 2500E Hybrid Tee Mowers	23,552	Golf
2-John Deere 1200H Bunker Rakes	28,291	Golf
John Deere Aerocore 1500 aerator	6,700	Golf
Aercore 2000 Aerator	28,649	Golf
Arena Dasher Boards	31,274	Arena
	<u>3,517,666</u>	

Capital Lease Equipment List - 120 Months

Description	Amount	Dept
New Engine 6 E-One Custom Pumper	691,630	Fire
Parking Gate equipment	910,156	Parking
	<u>1,601,786</u>	

Total	5,119,452
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CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Agreement for Storm Water Education Program Services between the Town of Normal, McLean County, the Bloomington-Normal Water Reclamation District, and the Ecology Action Center, in the amount of \$16,719 per year (City of Bloomington portion) for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or three (3%) percent, whichever is less, for years two and three), as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Agreement for Storm Water Education Program Services between the Town of Normal, McLean County, the Bloomington-Normal Water Reclamation District, and the Ecology Action Center, in the amount of \$16,719 per year (City of Bloomington portion) for three (3) years (with a built-in annual inflator equal to the rise in the Consumer Price Index or three (3%) percent, whichever is less, for years two and three), be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 1.e. Partnering with others for the most cost-effective service delivery; Objective 5.a. Incorporation of "Green Sustainable" concepts into City's development and plans

BACKGROUND: Public Works is recommending the approval of an agreement between the Town of Normal, McLean County, the Bloomington-Normal Water Reclamation District, and the Ecology Action Center, in the amount of \$16,719 per year (City of Bloomington portion) for three (3) years for storm water education program services provided by the Ecology Action Center. The price increases annually, equal to the rise in the Consumer Price Index or 3 percent, whichever is less. The below table shows the amounts that will be paid by each government in the first year:

City of Bloomington	\$16,719
Town of Normal	\$16,719
McLean County	\$2,813
Bloomington-Normal Water Reclamation District	\$2,370
TOTAL	\$38,621

The City entered into a similar, three-year agreement in 2016. Additional details on the programs from the previous agreement are listed later in this document.

The City is currently regulated by the EPA in regards to storm water management through the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit process. This permit requires that the City take specific steps to reduce storm water pollution, which might take the form of pesticides from lawns, sediment from construction sites, plastics bottles, etc. Many of these contaminants pollute waterways thereby discouraging recreational use of the resource, contaminating drinking water supplies, and interfering with the habitat for fish, other aquatic organisms, and wildlife.

As a part of these regulations, the Illinois EPA requires both educational outreach and citizen involvement in regards to the issue of storm water runoff. To fill this need, the Ecology Action Center (EAC) will provide a number of community initiatives such as Clean Water educational programs in the Bloomington-Normal schools and storm drain inlet stenciling.

Under the previous agreement that began three years ago, the EAC started the Sugar Creek Stewards program, which involves removal of non-native weeds and brush along Sugar Creek and other waterways. Using volunteers, EAC has been replacing invasive weeds with native plantings. Sugar Creek Stewards has proved successful over these past few years, involving approximately 100 volunteers annually putting in about 270 hours of work, valued at a total of \$7,025.40 according to figures provided by the Independent Sector, a national nonprofit working with non-profits, foundations and corporations to advance the common good.

The benefits of this effort are many:

- Improvement of the aesthetics and filtration/bank stabilization function of stream buffers in Bloomington and Normal through the removal of exotic/invasive plant species and the re-establishment of native forbs and grasses
- The increased understanding of the need and benefits of best management practices to reduce storm water pollution on the part of the volunteers participating in the program and the general public interacting with those volunteers
- Increased ownership of riparian areas by local residents donating their time for stewardship efforts
- The visibility by residents of ongoing, active efforts to manage and improve our waterways, especially while transitioning to a reduced mowing frequency
- Leverage of private donations to supplement public funds

The EAC proposes a small funding increase for the existing clean water program at the time of the renewal of the service agreement, effective February 1, 2019. This funding increase, in the amount of an additional \$3,000 annually each from the City of Bloomington and the Town of Normal, is largely an adjustment for the Sugar Creek Stewards effort. The need for additional funding to support the popular Sugar Creek Stewards program is due to additional administrative time required by EAC staff to

create and promote volunteer workdays each month and provide adequate communications with volunteers to assure their preparedness for the workday tasks.

In addition, the Stewardship Coordinator needs the ability to perform some amount of site preparations before or after volunteer workdays, maintenance of tools and equipment, proper training and licensing (such as Illinois Department of Agriculture Herbicide Applicator), and planning and mapping of work sites. Previous program cost estimates by the EAC underestimated the need for staff time for these functions. As a result, some of these needs have gone unmet.

This past year, the Illinois EPA audited the City's MS4 permit and showed great enthusiasm for both the educational and outreach projects and citizen involvement programs which EAC presented. Other accomplishments of the storm water education and outreach program in the past three years include:

- Nearly 70 classroom education programs on watersheds, the water cycle, and storm water runoff pollution, reaching nearly 1,800 third grade students annually
- Over 100 volunteers assisting annually with storm drain stenciling efforts, spreading pollution prevention messages next to 500 storm drains and distributing literature on best management practices to reduce storm water pollution to nearly 2,500 households. The estimated value of this volunteer effort is \$7,806.1
- An average of 35 new rain barrels installed in our community each year through high quality "build-your-own" workshops which include a short presentation on storm water runoff pollution.
- Numerous informational opportunities at area events and presentations to community groups
- Promotion of pollution-reducing yard care practices through the "Yard Smart" voluntary certification program including the well-attended annual Yard Smart Garden Walk, showcasing beautiful and diverse yards that use little or no synthetic fertilizers and pesticides.
- A massive creek and trail clean up each April, drawing almost 100 volunteers and removing between half and one ton of trash from Sugar Creek and the Constitution Trail, each year.
- Ongoing updates to the mCLEANwater.org McLean County Watershed Clearinghouse website, providing a single repository of all watershed related documents and information for the community. This site draws approximately 12,000 visits annually.
- Positive reviews on education and outreach efforts during Illinois EPA storm water permit audits for each of the local government entities.

Public Works recommends this agreement, because it is a cost-effective way to pool resources from the City of Bloomington, Town of Normal, and McLean County to fill a multitude of needs. Rather than each taxing body preparing and paying for its own educational outreaches, the taxing bodies jointly contract with the EAC to provide competent, consistent outreach across McLean County.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City of Bloomington would pay a total of \$16,719 for the first year of this contract. Funds for the agreement are available in the Storm Water-Other Purchased Services account (53103100-70690). If approved, the remaining two years will be budgeted in the FY 2020 and FY 2021 budgets respectively. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on page 150. There are sufficient budgeted funds available in the roll up group of accounts to accommodate this expense.

COMMUNITY DEVELOPMENT IMPACT: The Natural Environment and Utilities chapters of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) include multiple goals and objectives related to this item:

NE-1. Protect and conserve the community's vital natural resources

NE-1.1 Identify and protect sensitive environmental areas and promote conservation of habitats and native species

NE-3 Reduce environmental pollutants

NE-3.2 Identify and reduce water pollutants

NE-4 Increase cooperation and coordination among governments, nonprofits and businesses across the region to address shared environmental issues

NE-4.1 Continue to protect greenways at the regional level

NE-4.2 Continue to participate in regional efforts to establish a sustainable and responsible water supply

NE-4.3 Increase education, awareness and public involvement on environmental issues

UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment

UEW-1.3 Work cooperatively with other public and private utility service providers operating in the City to address mutual concerns and needs

UEW-1.6 Continue to participate in regional efforts to establish a sustainable and responsible water supply

UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment

UEW-3 Education and increase public awareness regarding utility, energy and water issues

UEW-3.1 Provide educational and engagement opportunities for the community through forums and educational activities

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

Respectfully submitted for Council consideration.

Prepared By: Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Agreement
- EAC Letter

AGREEMENT FOR STORM WATER EDUCATION PROGRAM SERVICES

This agreement is entered into this 1st day of February, 2019, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as “City”, “Town”, “County”, and “BNWRD”) and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the “Center”).

A. Purpose of This Agreement

The purpose of this agreement is to establish a framework for the continuing administration and implementation of a storm water education program, hereafter referred to as the “Program” to include storm water education programming for the City, Town, County, and BNWRD and assist the City, Town, County, and BNWRD in meeting the public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Management Plans.

B. Period of Agreement

The period of this agreement is (3) years commencing on February 1, 2019 and ending on January 31, 2022. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

C. Services

1. City, Town, County, and BNWRD

The City, Town, County, and BNWRD shall:

- a. provide program guidance and oversight; and
- b. provide funding for the Program in accordance with item “D” of this agreement.

2. Center

The Center shall:

- a. provide the storm water education services to the City, Town, County, and BNWRD as outlined in the Appendix A, being the Center’s proposed Storm Water Education Program; and
- b. complete the following reporting requirements: 1) quarterly progress reports to the City, Town, County, and BNWRD; and 2) segregated annual reports to the City, Town, County, and BNWRD in the form

and content required for submittal to the Illinois Environmental Protection Agency.

D. Project Costs:

1. Annual payments of \$16,719 each shall be made by the City and the Town by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2020, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
2. Annual payments of \$2,813 shall be made by the County by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2020, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.
3. Annual payments of \$2,370 shall be made by BNWRD by March 1st, pending receipt of an invoice from the Center by February 15th. Beginning February 1, 2020, such annual payment shall be adjusted on February 1st of each year by the lesser of 3% or the percentage increase in the Consumer Price Index All Urban Consumers All Items Chicago Area Published by the U. S. Department of Labor Bureau of Labor Statistics.

It is understood by all parties that payment in support of this agreement is contingent upon the availability of Program revenue and/or funds provided through the City, Town, County, and BNWRD.

- E. Center shall save and hold the City, Town, County, and BNWRD, (including its officials, agents and employees) free and harmless and indemnify City, Town, County, and BNWRD from all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of actions, claims or judgments, resulting from claimed injury, damage, loss or loss of use for any person, including natural persons and any other legal entity, or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with Center's performance under this agreement.
- F. This agreement may be modified by mutual consent of the parties hereto and agreed to in writing, and does not preclude separate agreements between the Center and individual units of local government for additional services.
- G. Center agrees to execute and does hereby represent that the affirmations contained in Exhibit 1 attached hereto are true and correct.

City of Bloomington

Date

Town of Normal

Date

McLean County

Date

Bloomington-Normal Water Reclamation District

Date

Ecology Action Center

Date

APPENDIX A

The Center shall:

1. Provide the following storm water education services to the City, Town, County, and BNWRD:
 - a. Ongoing program evaluation
 - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School
 - c. Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, Illinois Sustainable Living and Wellness Expo, etc.)
 - d. Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers
 - e. Encourage reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops
 - f. Promote and coordinate public involvement in watershed activities such as stream clean up events, storm drain stenciling and promote related programs such as RiverWatch stream monitoring
 - g. Provide clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of storm water issues
 - h. Conduct outreach campaigns through social media and traditional media
 - i. Maintain mCLEANwater.org watershed clearinghouse website as resource for information on local water issues, watershed plans, with online forums of topics related to clean water.
 - j. Coordinate Creek Stewards program on behalf the City and Town. Will recruit, train, and supervise volunteers in removal of exotic weeds and brush along Sugar Creek and other waterways in Bloomington-Normal.
 - k. Provide MS4 “Good Housekeeping” program assistance to the County.

2. Provide for the administration of the program to include:
 - a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
 - b. Submission of segregated annual reports to the City, Town, County, and BNWRD, to reflect where practical the separate accomplishments for each entity;
 - c. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
 - d. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
 - e. Invoices for services performed in accordance with item “D” of this agreement.

Exhibit 1

Contractor Certification

Contractor on behalf of contractor certifies that the following representations are true and correct and further agrees as a condition of doing business with the Town of Normal, City of Bloomington, County of McLean, and BNWRD to require all of Contractor's subcontractors and sub-subcontractors to certify that the following representations are true and correct for each subcontractor and sub-subcontractor:

1. Contractor certifies that no Town of Normal, City of Bloomington, County of McLean, and BNWRD officer or employee has any interest in the proceeds of this contract.
2. Contractor certifies that same has not committed bribery or attempted bribery of an officer or employee of any governmental official whether on the federal, state or local level.
3. Contractor certifies that same has not been barred from conducting business with any governmental unit whether federal, state or local.
4. Contractor certifies that the business entity its officers, directors, partners, or other managerial agents of the business have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 nor have any of the same been convicted of any felony under state or federal securities laws.
5. Contractor certifies that same has not been barred from contracting with any unit of state or local government as a result of a violation of 720 ILCS 5/33E-3 (bid-rigging) or 720 ILCS 5/33E-4 (bid-rotating).
6. Contractor certifies that same is not delinquent in the payment of any debt or tax due the State or the Town of Normal, City of Bloomington, County of McLean, and BNWRD.
7. Contractor certifies that same has read the Drug-Free Workplace Act (30 ILCS 580/1 et.seq.) and is in compliance with the act on the effective date of this contract.
8. Contractor certifies that same shall maintain books and records relating to the performance of this contract as necessary to support amounts charged under the contract for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract.
9. Contractor agrees to comply with applicable provisions of the Town of Normal Human Rights Ordinance, the Illinois Human Rights Act, the U.S. Civil Rights Act and the Americans with Disabilities Act.
10. Contractor certifies that the same is an "Equal Opportunity Employer" as defined by Section 2000 (e) of Chapter 21, Title 42 U.S. Code Annotated and applicable Executive Orders.
11. Contractor certifies in accordance with the State of Illinois Steel Products Procurement Act (30 ILCS 565/ et.seq.) that steel products used or supplied in

the performance of this contract are manufactured or produced in the United States.

12. Contractor certifies that same is in compliance with the Employment of Illinois Workers on Public Works Act (30 ILCS 570/ et seq.)
13. Contractor certifies that same is in compliance with the State of Illinois Public Works Employment Discrimination Act (775 ILCS 10/ et seq.)
14. Contractor certifies that same is in compliance with the State of Illinois Prevailing Wage Act (820 ILCS 130/et seq.)
15. Contractor certifies that for public works contracts exceeding one hundred thousand dollars (\$100,000) in value contractor is in compliance with the Town of Normal Responsible Bidder Ordinance which requires Contractor to participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. (This provision shall not apply to federally funded projects if such application would jeopardize the receipt of use of federal funds in support of such project.)
16. Contractor certifies that same is or is not (please circle applicable designation) a Minority and Female Business Enterprise as defined by the State of Illinois (30 ILCS 575/et seq.)

Contractor: _____

Date: _____

Program Budget

EXPENSES	subtotal
Clean Water School program	\$ 6,496
Staff time in classroom	\$ 2,040
Coordination	\$ 1,800
Travel to schools	\$ 816
Program supplies	\$ 300
Printing	\$ 600
Cups for sending message home	\$ 940
Yard Smart Program	\$ 10,080
<i>Rain Barrel Workshops</i>	\$ 2,500
<i>Yard Smart Garden Walk</i>	\$ 2,580
<i>yard walk food</i>	\$ 500
<i>Coordination</i>	\$ 1,200
<i>Promotion</i>	\$ 1,000
<i>Printing</i>	\$ 400
<i>Supplies</i>	\$ 600
<i>Rain Garden maintenance</i>	\$ 500
<i>Demonstration Landscaping maintenance</i>	\$ 800
Community involvement: Volunteer Stream Clean-up, Storm Stenciling Program	\$ 3,025
<i>Staff time</i>	\$ 1,500
<i>Travel</i>	\$ 225
<i>Stencils</i>	\$ 800
<i>Supplies</i>	\$ 500
Sugar Creek Stewardship Program	\$ 8,920
<i>Sugar Creek Stewards workdays</i>	\$ 1,100
<i>prep, planning, maintenance</i>	\$ 900
<i>Sugar Creek Stewards coordination</i>	\$ 4,320
<i>Herbicide</i>	\$ 1,000
<i>tools, sprayers</i>	\$ 600
<i>seed and plant plugs</i>	\$ 1,000
Presentations /Information tables	\$ 3,000
Media campaign, newsletters, displays	\$ 3,000
McLean County Watershed Forum website	\$ 1,000
Administrative Overhead	\$ 4,500
TOTAL	\$ 40,021

REVENUE	subtotal
Contractual funding	\$ 38,621
<i>City of Bloomington</i>	\$ 16,719
<i>Town of Normal</i>	\$ 16,719
<i>McLean County Highway Department</i>	\$ 2,813
<i>BNWRD</i>	\$ 2,370
Workshop Fees	\$ 1,400
TOTAL	\$ 40,021



October 19, 2018

Jim Karch
Bloomington Public Works Department
115 E Washington
PO Box 3157
Bloomington, IL 61702-3157

RE: Stormwater Education Program Renewal

Dear Jim:

As we have verbally discussed, the EAC proposes a small funding increase for the existing clean water program at the time of the renewal of the service agreement, effective February 1, 2019. This funding increase, in the amount of an additional \$3,000 annually each from the City of Bloomington and the Town of Normal, is largely an adjustment for the Sugar Creek Stewards effort, which was introduced during this current three-year contract period.

Sugar Creek Stewards has proved successful over these past few years, involving approximately 100 volunteers annually putting in about 270 hours of work, valued at a total of \$7,025.40 according to figures provided by the Independent Sector, a national nonprofit working with nonprofits, foundations and corporations to advance the common good.¹

The benefits of this effort are many:

- Improvement of the aesthetics and filtration/bank stabilization function of stream buffers in Bloomington and Normal through the removal of exotic/invasive plant species and the re-establishment of native forbs and grasses
- The increased understanding of the need and benefits of best management practices to reduce storm water pollution on the part of the volunteers participating in the program and the general public interacting with those volunteers
- Increased ownership of riparian areas by local residents donating their time for stewardship efforts
- The visibility by residents of ongoing, active efforts to manage and improve our waterways, especially while transitioning to a reduced mowing frequency
- Leverage of private donations to supplement public funds

The need for additional funding to support the popular Sugar Creek Stewards program is due to additional administrative time required by EAC staff to create and promote volunteer workdays each month and provide adequate communications with volunteers to assure their preparedness for the workday tasks. In addition, the Stewardship Coordinator needs the ability to perform some amount of site preparations before or after volunteer workdays, maintenance

¹ https://independentsector.org/resource/vovt_details/

of tools and equipment, proper training and licensing (such as Illinois Department of Agriculture Herbicide Applicator), and planning and mapping of work sites. Previous program cost estimates by the EAC underestimated the need for staff time for these functions. As a result, some of these needs have gone unmet.

Other accomplishments of the storm water education and outreach program in the past three years include:

- Nearly 70 classroom education programs on watersheds, the water cycle, and storm water runoff pollution, reaching nearly 1,800 third grade students annually
- Over 100 volunteers assisting annually with storm drain stenciling efforts, spreading pollution prevention messages next to 500 storm drains and distributing literature on best management practices to reduce storm water pollution to nearly 2,500 households. The estimated value of this volunteer effort is \$7,806.¹
- An average of 35 new rain barrels installed in our community each year through high quality "build-your-own" workshops which include a short presentation on storm water runoff pollution.
- Numerous informational opportunities at area events and presentations to community groups
- Promotion of pollution-reducing yard care practices through the "Yard Smart" voluntary certification program including the well-attended annual Yard Smart Garden Walk, showcasing beautiful and diverse yards that use little or no synthetic fertilizers and pesticides.
- A massive creek and trail clean up each April, drawing almost 100 volunteers and removing between half and one ton of trash from Sugar Creek and the Constitution Trail, each year.
- Ongoing updates to the mCLEANwater.org McLean County Watershed Clearinghouse website, providing a single repository of all watershed related documents and information for the community. This site draws approximately 12,000 visits annually.
- Positive reviews on education and outreach efforts during Illinois EPA stormwater permit audits for each of the local government entities.

Please let me know if you have any questions about the program efforts or this proposal.

Sincerely,



Michael Brown
Executive Director



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Information Services

SUBJECT: Consideration of a Purchase in the amount of \$176,166.17 to CDWG, Inc. from the State of Illinois Department of Central Management Services (CMS) Joint Purchasing Contract (CMS6945110, expires 9/30/19) for a Microsoft Enterprise Agreement Licensing, as requested by the Information Services Department.

RECOMMENDATION/MOTION: The purchase, in the amount of \$176,166.17, to CDWG, Inc. for the 2019 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing from the State of Illinois Department of Central Management Services (CMS6945110), the City Manager and City Clerk be authorized to execute 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 4 - City Services delivered in the most cost-effective, efficient manner. Microsoft software licenses (PC/Server operating systems, enterprise databases, office productivity software, etc.) are used by staff within every City department supporting daily operations of the City. As such, it is a critical component of achieving the high level of customer service the City of Bloomington strives for.

BACKGROUND: The City participates in an EA (Enterprise Agreement) with Microsoft Corporation for the use of its Microsoft licenses. The EA is implemented in successive three year agreements. Assuming Council approval, this year would mark the second year of the current three year agreement which would run through October, 2020. The current request would provide Microsoft licensing through October, 2019. Staff will come back to Council for expenditure approval for the following two years of the contract.

These licenses include desktop and server operating systems, enterprise databases, office productivity software, network management software and terminal emulation software used to provide desktop application services across some of the City's slower WAN (Wide Area Network) links. Participation in the EA agreement provides version updates to all software, support, training and transition rights to software when computer hardware is replaced.

Costs for the previous two (2) years of Microsoft EA licensing were:

FY2018	\$175,988.15
FY2017	\$147,437.77

As the Microsoft EA is a three year agreement, licensing costs are spread across all three years. There are provisions within the agreement allowing the City to terminate should funds not be available in future budget years.

The City is able to participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract (Contract: Illinois Microsoft EA Agreement, CMS6945110 - valid through 9/30/19) under which the State of Illinois has negotiated with Microsoft for lower licensing costs. The Microsoft reseller selected to manage the State of Illinois contract is CDWG, Inc., of Vernon Hills, IL. As such, the City may only participate in the Microsoft EA by purchasing through CDWG.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The \$176,166.17 has been included in the FY 2019 Budget under Information Services - Repair/Maintenance Office and Computer Equipment (10011610 - 70530). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund" on page 160.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Scott Sprouls, Information Services Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- CDWG Pricing

- Microsoft Agreement
- IL Stat CDWG Contract 2015 - Signed

QUOTE CONFIRMATION



DEAR SCOTT SPROULS,

Thank you for considering CDW•G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
KBZS327	9/10/2018	EA PAYMENT	1328378	\$176,166.17

QUOTE DETAILS				
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
MS EA CORE CAL STE BRIDGE PLATFM P/U Mfg. Part#: AAA-12417-12-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	660	3880908	\$14.93	\$9,853.80
MS EA OFFICE 365 GE3 SA P/USR Mfg. Part#: AAA-11924-12-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	660	3764637	\$168.14	\$110,972.40
MS EA WIN ENT SA PLTRM Mfg. Part#: KV3-00353-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	555	3813261	\$38.74	\$21,500.70
MS EA PROJECT STD SA SLG Mfg. Part#: 076-01912-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	6	2026955	\$106.32	\$637.92
MS EA VISIO PRO SA SLG Mfg. Part#: D87-01159-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	11	2026965	\$90.66	\$997.26
MS EA SQL CAL SA MVL DCAL SLG Mfg. Part#: 359-00792-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	24	2186887	\$33.79	\$810.96
MS EA SQL SERVER STD SA SLG Mfg. Part#: 228-04433-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	6	2106689	\$145.06	\$870.36
MS EA SQL SRV STD CORE SA Mfg. Part#: 7NQ-00292-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)	18	2716749	\$580.24	\$10,444.32
MS EA WIN RIGHTS MGT SVCS DCAL SA Mfg. Part#: T98-00798-SLG	1	2552970	\$6.59	\$6.59

QUOTE DETAILS (CONT.)

Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)				
<u>MS EA WIN RDS DCAL SA SLG</u>	46	2026969	\$16.48	\$758.08
Mfg. Part#: 6VC-01253-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)				
<u>MS EA SYS CTR STD CORE SA</u>	8	4375289	\$18.13	\$145.04
Mfg. Part#: 9EN-00198-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)				
<u>MS EA CIIS DC 2 CORE SA</u>	48	4378888	\$164.84	\$7,912.32
Mfg. Part#: 9GS-00135-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)				
<u>MS EA CIS STD 2 CORE SA</u>	320	4378882	\$34.62	\$11,078.40
Mfg. Part#: 9GA-00313-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)				
<u>MS EA POWERBIPROGOV SS ALNG</u>	2	4385631	\$89.01	\$178.02
Mfg. Part#: DDJ-00001-12-SLG Electronic distribution - NO MEDIA Contract: Illinois Microsoft (CMS6945110)				

PURCHASER BILLING INFO	SUBTOTAL	\$176,166.17
Billing Address: CITY OF BLOOMINGTON MELODY BECKER PO BOX 3157 BLOOMINGTON, IL 61702-3157 Phone: (309) 434-2509 Payment Terms: Net 30 Days-Govt State/Local	SHIPPING	\$0.00
	SALES TAX	\$0.00
	GRAND TOTAL	\$176,166.17
DELIVER TO	Please remit payments to:	
Shipping Address: BLOOMINGTON CITY HALL MEGAN HORATH 109 E OLIVE ST BLOOMINGTON, IL 61701-5219 Shipping Method: ELECTRONIC DISTRIBUTION	CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515	

Need Assistance? CDW•G SALES CONTACT INFORMATION

	Philippe Stapp		(866) 551-9995		philsta@cdwg.com
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This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
 For more information, contact a CDW account manager
 © 2018 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

Program Signature Form

MBA/MBSA number		0667027
Agreement number	01E73861	

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

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

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

Contract Document	Number or Code
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
<Choose Agreement>	
Enterprise Enrollment	X20-10634 (new)
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
<Choose Enrollment/Registration>	
Product Selection Form	0667027.002
Enrollment Amendment	M97 (new)

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

Customer
Name of Entity (must be legal entity name)* City of Bloomington Signature* _____ Printed First and Last Name* Printed Title Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____ Printed First and Last Name Printed Title Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

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

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

** indicates required field*

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

** indicates required field*

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

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

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

Enterprise Enrollment

State and Local

Enterprise Enrollment number
(Microsoft to complete)Framework ID
(if applicable)Previous Enrollment number
(Reseller to complete)

6231695

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

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

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

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

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

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

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

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

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

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

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

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

 - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
 - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
 - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
 - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

 - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
 - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
 - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-

year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
 - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
 - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
 - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
 - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
 - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

2. Contact information.

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

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Bloomington

Contact name* First Scott **Last** Sprouls

Contact email address* ssprouls@cityblm.org

Street address* 109 E. Olive St

City* Bloomington

State/Province* IL
Postal code* 61701-5217
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* USA
Phone* 309-434-2473
Tax ID
** indicates required fields*

- b. **Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State/Province*
Postal code* -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

- c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

- d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* CDW Logistics, Inc
Street address (PO boxes will not be accepted)* 200 N Milwaukee Ave
City* Vernon Hills
State/Province* IL
Postal code* 60061
Country* USA
Contact name* Patrick McCormack
Phone* 312-705-5675
Contact email address* patrick.mccormack@s3.cdw.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* _____
Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. Financing elections.

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

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Amendment to Contract Documents

Enrollment Number

0667027

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

Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

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

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

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Aug2017)v2(IU).docx		M97	B
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Proposal ID

0667027.002

Enrollment Number

Language: English (United States)

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

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	555	660	0.8	Yes	User Licenses

Products	Enterprise Quantity
Office 365 Plans	
Office 365 Plan E3 USL	660
Client Access License (CAL)	
Core CAL	
Core CAL Bridge for Office 365 From SA	660
Windows Desktop	
Windows Enterprise OS Upgrade	555

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	660	660	0	555

Enrolled Affiliate's Price Level:

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

NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

Note 2: Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.

Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

STATE OF ILLINOIS

CONTRACT

Illinois Department of Central Management Services (CMS)



Microsoft Large Account Reseller

CMS6945110

VENDOR

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

STATE OF ILLINOIS

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

1. DESCRIPTION OF SUPPLIES AND SERVICES

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

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

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

Vendor shall act as agent of record during the term of this contract and shall maintain and update the licensing records of each eligible agency that purchases from this contract. Vendor shall be responsible for fulfilling orders placed against the Premier, Select Plus and Enterprise Agreements.

Vendor shall be responsible for the preparation and submission of applicable reports in proper format to Microsoft to ensure the Buyer receives proper credit for all purchases of Microsoft software products against the Microsoft Select Plus and Enterprise Agreements. Vendor shall be responsible for the resolution of any report discrepancies with Microsoft to ensure the Buyer receives appropriate credit for all Microsoft Select Plus and Enterprise software product purchases.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. Other governmental units of the State will submit their own purchase forms. Orders written through and including the last day of the resulting contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Central Management Services.

The State recognizes that the manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

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

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

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

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

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

1.3 MILESTONES AND DELIVERABLES: N/A

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

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

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No



A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

If additional space is necessary to provide subcontractor information, please attach an additional page.

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

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

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: United States

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

- Location where services will be performed: United States

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

2. PRICING

2.1 FORMAT OF PRICING:

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

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

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

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

Premier Support		
Description		Mark Up
Premier Support		3.5%

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

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Pricing/Discount Percentage/Mark Up Percentage as shown in Tables in Section 2.1.1.

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

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

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

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

3. TERM AND TERMINATION

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

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: None

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's/University's Illinois tax exemption number and Federal tax exemption information.
- 4.1.6.2 Vendor shall invoice upon delivery of each order.

Send invoices to:

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

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

- 4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 **USE AND OWNERSHIP:** No work for hire is contemplated as of the date this contract is executed. Provided, however, to the extent work for hire is contemplated during the term of this contract, an agreement with regard to work for hire will be negotiated and set forth in the SOW giving rise to such work for hire.
- 4.10 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Further, except for Vendor's indemnification obligations and any damage to person (including death) or property, Vendor's liability for any other damages shall not exceed \$1 million.
- 4.11 **INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance. The State shall be included as additionally insured under general liability insurance and evidenced on the Certificate. Insurance may not be modified or canceled until Vendor provides at least 30 days' notice to the State. Vendor shall provide (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-

owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 PREVAILING LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 EQUAL OPPORTUNITY: The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY: Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 OFFICIAL TEXT: The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.24.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor

performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

- 4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.
- 4.26 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 4.27 SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:
- 4.27.1 The procuring Agency and the State do not waive sovereign immunity;
 - 4.27.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;
 - 4.27.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;
 - 4.27.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.
 - 4.27.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);
 - 4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and
 - 4.27.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

5. STATE SUPPLEMENTAL PROVISIONS

- Agency/University Definitions

[Click here to enter text.](#)

- Required Federal Clauses, Certifications and Assurances

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

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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

- Agency/University Specific Terms and Conditions

[Click here to enter text.](#)

- Other (describe)

6. STATE OF ILLINOIS STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

- 6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7 Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
- 6.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

- 6.15 Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17 Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 6.18 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.19 Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 6.20 Drug Free Workplace
- 6.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.21 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.22 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.23 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.24 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.26 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

- 6.27 Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 6.28 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.29 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa) 30 ILCS 587.
- 6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 6.31 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as

being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

6.33 Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona
- fide labor organization and performs construction. (20 ILCS 1005/1005-47).

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: CDW Government LLC

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

or

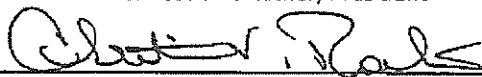
Employer Identification Number: 36-3310735

Legal Status (check one):

- | | |
|--|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company
(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing
medical and/or health care services | <input checked="" type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Christina V. Rother, President

Signature of Authorized Representative: _____



Date: September 4, 2015

Vendor Registration: View Form



Business Name: **CDW GOVERNMENT LLC**

Main General Info Public Profile Users Commodity Codes Contacts & Owners

Comments Reviews Certifications Site Visits Registrations

[Return to Main Form](#)

Vendor Registration

Form Name	I. Financial Disclosure & Conflicts of Interest
Description	Complete the Financial Disclosure & Conflicts of Interest form
Date Submitted	9/14/2015
Status	Accepted
Business Name	CDW GOVERNMENT LLC
Point of Contact	<u>YOLANDA BLOMQUIST</u>
Flag Form	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. Identify the applicable entity type.

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. Is there a parent entity that owns 100% of the business?

Yes

Document	Status
Parent Form 10K (PDF, 1.17 MB) Parent Form (PDF, 787.19 KB)	Attached by YOLANDA BLOMQUIST on 9/14/2015

C. Instrument of Ownership or Beneficial Interest

Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 of the business' distributive income?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. IPG Percentage of Ownership and Distributive Income Form (DOCX, 146.59 KB)	Attached by YOLANDA BLOMQUIST on 9/14/2015

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than \$106,447.20 have been disclosed in Question 1.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

No

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

No

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?

No

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

No

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

No

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

No

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.

No

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

No

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

No

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

No

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

No

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

No

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

No

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

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**ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

This disclosure is submitted for : CDW LLC (parent to CDW Government LLC)

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	CDW Government LLC
Doing Business As (DBA)	N/A
Disclosing Entity	CDW LLC (parent to CDW Government LLC)
Disclosing Entity's Parent Entity	CDW Corporation
Instrument of Ownership or Beneficial Interest	Other <input checked="" type="checkbox"/> If you selected Other, please describe: Limited Liability Company

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

- Option 5 – Not-for-Profit Entities
 - Complete Step 2, Option B.

- Option 6 – Sole Proprietorships
 - Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
CDW Corporation	230 N. Milwaukee Ave, Vernon Hills, IL 60061	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
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**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

- Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
- Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
- Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

**STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: N/A

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

**STEP 7
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: CDW Corporation

Signature: 

Date: Wednesday, September 2, 2015

Printed Name: Matt Flood

Title: Proposals Supervisor

Phone Number: 203-851-7229

Email Address: mattflo@cdw.com

**ILLINOIS PROCUREMENT GATEWAY
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

This disclosure is submitted for : CDW Coporation (parent to CDW LLC, and ultimate parent to Vendor (CDW Government LLC))

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/Unlversity will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	CDW Government LLC
Doing Business As (DBA)	N/A
Disclosing Entity	CDW Corporation (parent to CDW LLC, and ultimate parent to Vendor (CDW Government LLC))
Disclosing Entity's Parent Entity	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: Click here to enter text.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B. Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

**Please note that all revenue for CDW Government LLC and its affiliates is aggregated, and the reporting is done solely through CDW Government's ultimate parent company, CDW Corporation. The 10-K can be found here:

<http://investor.cdw.com/financials.cfm>

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B. Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A. Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B. Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

- Option 5 – Not-for-Profit Entities
 - Complete Step 2, Option B.

- Option 6 – Sole Proprietorships
 - Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

**STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
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Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
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**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
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**STEP 3
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? Yes No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? Yes No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? Yes No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? Yes No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? Yes No

**STEP 4
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? Yes No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? Yes No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? Yes No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? Yes No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? Yes No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? Yes No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? Yes No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? Yes No

**STEP 5
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

**STEP 6
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: N/A

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? Yes No
2. Within the previous ten years, have you had any professional licensure discipline? Yes No
3. Within the previous ten years, have you had any bankruptcies? Yes No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? Yes No
5. Within the previous ten years, have you had any criminal felony convictions? Yes No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

**STEP 7
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: CDW Corporation

Signature: _____

Date: Wednesday, September 2, 2015

Printed Name: Matt Flood

Title: Proposals Supervisor

Phone Number: 203-851-7229

Email Address: mattflo@cdw.com



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Human Resources

SUBJECT: Consideration of IMRF Benefit Protection Leave to be provided to three (3) individuals whose pension benefit was incorrectly calculated, while each received Workers Compensation Benefits from the City of Bloomington, as requested by the Human Resources Department.

RECOMMENDATION/MOTION: The IMRF Benefit Protection Leave for three (3) employees whose pension benefits were incorrectly calculated by the City be approved, and the City Clerk be authorized to sign the necessary documents and the Human Resources be authorized to submit the necessary paperwork to IMRF.

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

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

BACKGROUND: As a result of a recent IMRF audit, it was discovered that eight (8) employees receiving Workers Compensation benefits incorrectly had IMRF deductions applied. This deduction was not applicable since the employees were made "whole" from a paycheck perspective while on Workers Compensation.

As a result of the IMRF audit finding, the City of Bloomington has changed its payroll practices moving forward. In addition, IMRF refunds were provided to the eight (8) employees impacted, and IMRF service credits for these individuals have likewise been adjusted.

Although employees are ineligible to count this portion of their service as IMRF-eligible earnings, each is able to request IMRF Benefit Protection Leave to restore the service credit and associated earnings, as a result of the payroll error made by the City of Bloomington. Three (3) of the eight (8) employees impacted have requested to receive IMRF Benefit Protection Leave benefits. To complete this, the City Council must approve the Leave and the employee must pay IMRF to have the service credit restored.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The following numbers are provided by the Human Resources Department specific to the 3 IMRF-eligible employees in question:

1. Brad Peiffer had \$329.14 refunded to him. He will need to pay IMRF \$324.37 by 12/31/18 in order to have his earnings and April 2016 service credit restored.
2. Michelle Beeler had \$340.65 refunded to her. She will need to pay IMRF \$256.58 by 12/31/18 in order to have her earnings and February 2017 service credit restored.
3. George Peifer had \$226.85 refunded to him. He will need to pay IMRF \$387.84 by 12/31/18 in order to have his earnings restored. Due to the timing of when he received Workers Compensation benefits, there is no impact to his IMRF service credit.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Josh Hansen, Compensation & Benefits Manager

Reviewed By: Nicole Albertson, Human Resources Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- None



CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Contract with Hoerr Construction, Inc. for the FY 2019 Sewer Rehabilitation Program (Bid# 2019-18), in the amount not to exceed \$2,010,738, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Contract with Hoerr Construction, Inc., including the bid unit prices proposed, for the FY2019 Sewer Rehabilitation Program (Bid# 2019-18), in the amount not to exceed \$2,010,738, be approved, and the City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 5. Great place - livable and sustainable City

STRATEGIC PLAN SIGNIFICANCE: Objective 2c. Functional, well maintained sewer collection system; Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Public Works and Community Development are recommending the approval of a contract with Hoerr Construction, Inc. for the FY 2019 Sewer Rehabilitation Contract in the amount not to exceed \$2,010,738 for the FY2019 Sewer Rehabilitation Program (Bid# 2019-18). Work proposed within this contract includes sanitary sewer cured-in-place pipe lining (CIPP) and sewer point repairs in various locations to address immediate sewer rehabilitation work.

The City is including a 175 foot sewer main extension on Elm Street between Oak Street and Lee Street. The extension will eliminate a private wildcat service that serves two homeowners on the same 6" sewer line and extend 2 additional service connections to the parkway behind the existing curb for possible future connections to remove 2 more homes on the south side of Elm Street from another wildcat sewer. Finally, the Sewer Rehabilitation contract will include a third project area, which includes work on a brick sewer in the back yards of the north side of Taylor Street between Allin and Morris Streets and includes abandoning a 36" brick sewer and the extension of up to 4 house services approximately 20' to an existing 36" reinforced concrete pipe sewer. The old and crumbling 36" brick sewer is to be filled and abandoned to avoid potential back yard cave-ins. These two projects are part of the City of Bloomington Community Development Block Grant Action Plan for 2018-2019 and will accomplish the Suitable

Living Environment - Infrastructure goal by utilizing CDBG funds to preserve and rehabilitate sewer infrastructure located in low and moderate income areas.

The CIPP sewer lining process involves inverting or pulling a resin saturated tube made of polyester, fiberglass cloth or other materials into an existing pipe and curing the resin with hot water to form a tight-fitting, and corrosion-resistant pipe. The sewers planned for lining range in diameter from 12" to 42". Sewers were selected for rehabilitation based on information obtained from sewer televising, work orders or emergency repairs, and the Sewer Master Plan. The bid package included a base bid (A) for sewer lining and miscellaneous pay items, a base bid (B) for the Taylor Street sewer abandonment, and a base bid (C) for the Elm Street sewer extension. The bid package also included three alternate bids (I, II, II) - Alternate Bid I - Zia System, Alternate Bid II - Contractor Supply of Water for the complete lining project, and Alternate Bid III - Contractor Supply of Water for the complete lining project with access to a centrally located hydrants. Alternate Bid I specified the use of a Zia System, which is used to monitor the curing temperatures at 1/2 foot intervals for the entire length of the liner being installed. Alternate Bid II specified the contractor to supply all the gallons of water and the water hauling to complete the project. Alternate Bid III specified the contractor to supply all the gallons of water and the water hauling to complete the project from a nearby hydrant location. The supply of water from City hydrants is a pilot program requiring the Contractor to follow strict guidelines to obtain the water from the pre-selected hydrants.

The contract allows 450 calendar days for the work to be completed from the issuance of the Notice to Proceed. This is a longer period than our usual 150 days and is facilitated by the need to get into farm fields within the City's sewer easements to complete the work in the late fall, winter, and early spring between growing seasons. Because of the time of year that the project will be completed, it was necessary to give the contractor 2 seasons to complete the work. It is anticipated that all work will conclude prior to FY2020 closing April 30, 2021. The Elm Street and Taylor Street Sewer will have until April 30, 2019 for completion. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award.

Since 2012, including the 2019 contract, the City of Bloomington has awarded CCTV contracts for approximately 50 miles, or 15%, of the 335 miles of combo and sanitary sewers. It is important to be proactive while televising with CCTV contracts to determine the condition of the existing sewer system, because of the high cost of sewer point repairs. In addition, to the televising on these contracts the City receives a detailed pipe assessment and rating utilizing a standardized system called the NASSCO Pipeline Assessment Certification Program® (PACP®). The sewer rehabilitation contracts prioritize the sewers that require CIPP lining based on when the roads will be resurfaced, PACP assessment, and the location of the sewer under major city routes. If the City can determine the conditions and potential failures in the sewer system before the road fails, there is a good chance that point repairs and road failures would be minimized from lining with a structural CIPP liner. The average point repair can cost up

to \$12,000, or more, and the City could line over 500 feet of 8" sewer with the same money. The Sewer Master Plan has recommended spending \$3,250,000 annually to rehabilitate the City's sewer system along with additional staffing needs (FTEs) of 2.5.

The Public Works Department's Engineering Division prepared plans and specifications for the FY 2019 Sewer Rehabilitation and the project was advertised for bids beginning on October 2, 2018. Bids were received until 11:00 AM Wednesday, November 7, 2018, in the office of the City Clerk. Four bids were received and opened in the City Hall Conference Room. The bid tabulation is attached.

	<u>(Base Bid (A,B,C) + Alt. Bid I + Alt. Bid III)</u>
<i>Engineer's Estimate</i>	<i>\$2,236,384.00</i>
Hoerr Construction, Inc. (Low Bid)	\$2,010,738.00
Insituform Technologies USA, LLC	\$2,352,562.80
SAK Construction, LLC	\$2,723,365.60
Visu-Sewer of Illinois, LLC	\$3,138,085.20

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Staff advertised the work in The Pantagraph on October 2, 2018, and held a pre-bid meeting at 1:30 PM on October 9, 2018, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The FY 2019 Budget includes \$2,000,000 budgeted under the Sanitary Sewer-Sewer Construction and Improvement account (51101100-72550) account. The remaining \$174,100 has been made available under the Community Development Capital Campaign-Sewer Construction and Improvement account (22402440-72550-52000). A reallocation of Community Development budgeted funds in FY 2019 has made \$174,100 available for the Elm & Taylor Street portion of the project. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 25, 142, 244 and The funds will be distributed as shown in the table below.

	Bid	Award
Sewer Rehabilitation (51101100-72550)	\$1,741,933	\$1,741,933
ZIA System (51101100-72550)	\$23,540	\$23,540
Supply Water w/ Hydrant (51101100-72550)	\$7,500	\$7,500
Elm St Sewer (51101100-72550)	\$63,665	\$63,665
TOTAL (51101100-72550)	\$1,836,638	\$1,836,638
Elm St Sewer (22402440-72550-52000)	\$75,000	\$75,000
Taylor St Sewer (22402440-72550-52000)	\$99,100	\$99,100
TOTAL (22402440-72550-52000)	\$174,100	\$174,100
GRAND TOTAL	\$2,010,738	\$2,010,738

COMMUNITY DEVELOPMENT IMPACT: The Neighborhoods and Utilities chapters of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) include multiple goals and objectives related to this item:

N-1 Ensure the compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods

N-1.1 Enhance the livability of all Bloomington neighborhoods

N-1.2 Prioritize, with urgency, the revitalization of the neighborhoods in the regeneration area

UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment

UEW-1.1 Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs

UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment

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

Respectfully submitted for Council consideration.

Prepared By: Wardney F. Snarr, PE, Civil Engineer II
Michael Hill, Miscellaneous Technical Assistant
Jennifer Toney, Grants Coordinator

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Contract
- Overall Plan
- Completed Sewer Lining Plan
- Taylor St Sewer Plan
- Elm St Sewer Plan

AGREEMENT

THIS AGREEMENT, Made and entered into this _____, by and between, **Hoerr Construction, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **October 2, 2018**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2019 SEWER REHABILITATION** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Wednesday, November 7, 2018**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2019 SEWER REHABILITATION** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2019 SEWER REHABILITATION** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$2,010,738.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within **450 calendar days** of issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

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

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

CITY OF BLOOMINGTON
FY 2019 SEWER REHABILITATION
 PROJECT NO. # 50-18-53006-19-00
 CITY BID NO. 2019-18
BID TABULATION

Bid Opening Date: 11/7/2018
 Bid Opening Time: 11:00 AM
 Prepared By: WFS 11/07/2018

Attended By: Ward Snarr
 Misty Shafer
 Amanda Mohan

		Budget	Award	LOW BID									
BASE BID - A. Sewer Rehab		\$2,000,000.00	\$1,772,973.00	ENGINEERS ESTIMATE		Hoerr Construction Inc.		Insituform Technologies USA, LLC		SAK Construction,LLC		Visu-Sewer of Illinois, LLC	
ITEM	DESCRIPTION	UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	12" Dia. Cured-In-Place Pipe (CIPP)	LF	281	\$50.00	\$14,050.00	\$60.00	\$16,860.00	\$44.70	\$12,560.70	\$50.00	\$14,050.00	\$112.00	\$31,472.00
2	16" Dia. Cured-In-Place Pipe (CIPP)	LF	4699	\$70.00	\$328,930.00	\$53.00	\$249,047.00	\$66.90	\$314,363.10	\$77.00	\$361,823.00	\$87.80	\$412,572.20
3	20" Dia. Cured-In-Place Pipe (CIPP)	LF	2045	\$80.00	\$163,600.00	\$68.00	\$139,060.00	\$91.10	\$186,299.50	\$104.00	\$212,680.00	\$135.75	\$277,608.75
4	24" Dia. Cured-In-Place Pipe (CIPP)	LF	275	\$115.00	\$31,625.00	\$110.00	\$30,250.00	\$125.30	\$34,457.50	\$131.00	\$36,025.00	\$213.00	\$58,575.00
5	27" Dia. Cured-In-Place Pipe (CIPP)	LF	2173	\$120.00	\$260,760.00	\$104.00	\$225,992.00	\$126.30	\$274,449.90	\$162.00	\$352,026.00	\$171.25	\$372,126.25
6	30" Dia. Cured-In-Place Pipe (CIPP)	LF	5818	\$125.00	\$727,250.00	\$118.00	\$686,524.00	\$144.30	\$839,537.40	\$172.00	\$1,000,696.00	\$179.50	\$1,044,331.00
7	42" Dia. Cured-In-Place Pipe (CIPP)	LF	1150	\$230.00	\$264,500.00	\$228.00	\$262,200.00	\$220.30	\$253,345.00	\$289.00	\$332,350.00	\$300.50	\$345,575.00
8	Traffic Control and Protection	LS	1	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$3,600.00	\$3,600.00	\$1,000.00	\$1,000.00	\$3,000.00	\$3,000.00
9	Mobilization	LS	1	\$50,000.00	\$50,000.00	\$30,000.00	\$30,000.00	\$56,750.00	\$56,750.00	\$50,000.00	\$50,000.00	\$158,730.00	\$158,730.00
10	Point Repairs	LS	1	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
11	Service Lateral Reinstatement	EA	0	\$300.00	\$0.00	\$300.00	\$0.00	\$250.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00
12	Removal of Protruding Lateral Connections	EA	0	\$500.00	\$0.00	\$500.00	\$0.00	\$1,200.00	\$0.00	\$500.00	\$0.00	\$0.00	\$0.00
TOTAL BASE BID A					\$1,942,715.00		\$1,741,933.00		\$2,075,363.10		\$2,460,650.00		\$2,803,990.20

		Budget	Award	LOW BID									
BASE BID - B. Taylor Street Sewer		\$100,000.00	\$99,100.00	ENGINEERS ESTIMATE		Hoerr Construction Inc.		Insituform Technologies USA, LLC		SAK Construction,LLC		Visu-Sewer of Illinois, LLC	
ITEM	DESCRIPTION	UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Connect to Existing Sewer	EA	4	\$2,000.00	\$8,000.00	\$1,875.00	\$7,500.00	\$4,700.00	\$18,800.00	\$4,735.00	\$18,940.00	\$4,725.00	\$18,900.00
2	Sanitary Service Lateral, 6"	LF	100	\$115.00	\$11,500.00	\$100.00	\$10,000.00	\$215.00	\$21,500.00	\$195.00	\$19,500.00	\$214.00	\$21,400.00
3	Sanitary Service Cleanout, 6"	EA	4	\$500.00	\$2,000.00	\$2,000.00	\$8,000.00	\$318.00	\$1,272.00	\$315.00	\$1,260.00	\$315.00	\$1,260.00
4	Filling and Abandoning Existing 36" Brick Sewer	CY	120	\$250.00	\$30,000.00	\$220.00	\$26,400.00	\$233.00	\$27,960.00	\$230.00	\$27,600.00	\$231.00	\$27,720.00
5	Excavation Pits	EA	6	\$4,000.00	\$24,000.00	\$3,700.00	\$22,200.00	\$1,700.00	\$10,200.00	\$1,690.00	\$10,140.00	\$1,680.00	\$10,080.00
6	Concrete/Masonry Bulkhead	EA	1	\$3,750.00	\$3,750.00	\$4,000.00	\$4,000.00	\$7,650.00	\$7,650.00	\$7,580.00	\$7,580.00	\$7,560.00	\$7,560.00
7	Traffic Control and Protection	LS	1	\$5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$1,300.00	\$1,300.00	\$1,265.00	\$1,265.00	\$1,260.00	\$1,260.00
8	Mobilization	LS	1	\$12,000.00	\$12,000.00	\$10,000.00	\$10,000.00	\$8,600.00	\$8,600.00	\$8,420.00	\$8,420.00	\$8,550.00	\$8,550.00
9	Topsoil Placement & Seeding, Special	LS	1	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00	\$19,750.00	\$19,750.00	\$19,580.00	\$19,580.00	\$19,530.00	\$19,530.00
TOTAL BASE BID B					\$100,250.00		\$99,100.00		\$117,032.00		\$114,285.00		\$116,260.00

		Budget	Award	LOW BID									
BASE BID - C. Elm Street Sewer		\$75,000.00	\$138,665.00	ENGINEERS ESTIMATE		Hoerr Construction Inc.		Insituform Technologies USA, LLC		SAK Construction,LLC		Visu-Sewer of Illinois, LLC	
ITEM	DESCRIPTION	UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	Sanitary Sewer Main (PVC - SDR 21), 8"	LF	175	\$140.00	\$24,500.00	\$105.00	\$18,375.00	\$140.70	\$24,622.50	\$140.00	\$24,500.00	\$145.00	\$25,375.00
2	Sanitary Service Lateral, 6"	LF	60	\$225.00	\$13,500.00	\$125.00	\$7,500.00	\$138.00	\$8,280.00	\$136.00	\$8,160.00	\$137.00	\$8,220.00
3	Sanitary Service Cleanout, 6"	EA	4	\$1,000.00	\$4,000.00	\$2,000.00	\$8,000.00	\$320.00	\$1,280.00	\$315.00	\$1,260.00	\$315.00	\$1,260.00
4	4' Dia Sanitary Manhole	EA	1	\$6,500.00	\$6,500.00	\$6,300.00	\$6,300.00	\$4,200.00	\$4,200.00	\$4,210.00	\$4,210.00	\$4,200.00	\$4,200.00
5	4' Dia Sanitary (Drop) Manhole	EA	1	\$20,000.00	\$20,000.00	\$25,400.00	\$25,400.00	\$4,850.00	\$4,850.00	\$4,840.00	\$4,840.00	\$4,830.00	\$4,830.00
6	Select Granular Backfill, CA-11	LF	235	\$75.00	\$17,625.00	\$50.00	\$11,750.00	\$75.00	\$17,625.00	\$74.00	\$17,390.00	\$75.00	\$17,625.00
7	Pavement Removal & Replacement, Special	LF	235	\$100.00	\$23,500.00	\$92.00	\$21,620.00	\$103.00	\$24,205.00	\$103.00	\$24,205.00	\$102.00	\$23,970.00
8	Curb & Gutter Removal & Replacement	LF	40	\$85.00	\$3,400.00	\$83.00	\$3,320.00	\$76.00	\$3,040.00	\$76.00	\$3,040.00	\$76.00	\$3,040.00
9	Point Repairs	LS	1	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
10	Traffic Control and Protection	LS	1	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,995.00	\$1,995.00
11	Mobilization	LS	1	\$10,000.00	\$10,000.00	\$8,000.00	\$8,000.00	\$8,500.00	\$8,500.00	\$8,210.00	\$8,210.00	\$8,400.00	\$8,400.00
12	Topsoil Placement & Seeding, Special	LS	1	\$2,500.00	\$2,500.00	\$2,400.00	\$2,400.00	\$850.00	\$850.00	\$842.00	\$842.00	\$840.00	\$840.00
TOTAL BASE BID C					\$152,525.00		\$138,665.00		\$124,452.50		\$123,657.00		\$124,755.00

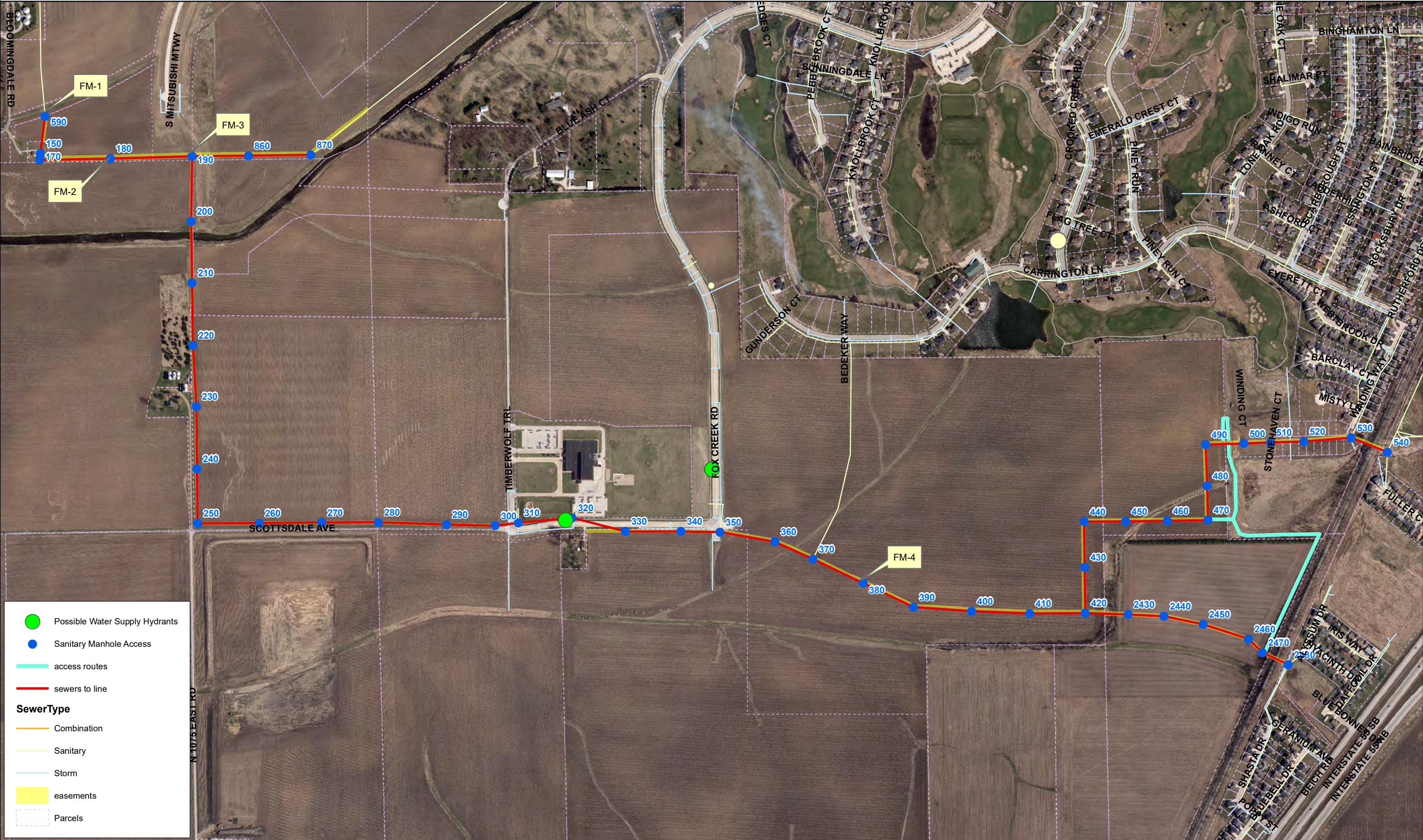
ALTERNATE BID I - ZIA SYSTEM													
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
I	ALTERNATE BID B - ZIA SYSTEM CONTINUOUS TEMPERATURE MONITORING & DATA COLLECTION	FT	9416	\$2.75	\$25,894.00	\$2.50	\$23,540.00	\$2.20	\$20,715.20	\$2.10	\$19,773.60	\$5.00	\$47,080.00
TOTAL ALT. BID I					\$25,894.00		\$23,540.00		\$20,715.20		\$19,773.60		\$47,080.00

ALTERNATE BID II - WATER SUPPLY FOR PROJECT													
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
II	Supply Water Complete	LS	1	\$50,000.00	\$50,000.00	\$17,500.00	\$17,500.00	\$75,000.00	\$75,000.00	\$58,800.00	\$58,800.00	\$350,000.00	\$350,000.00
TOTAL ALT. BID II					\$50,000.00		\$17,500.00		\$75,000.00		\$58,800.00		\$350,000.00

ALTERNATE BID III - WATER SUPPLY FOR PROJECT													
ITEM	DESCRIPTION	UNIT	APPROX. QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
III	Supply Water Complete W/Hydrant Access	LS	1	\$15,000.00	\$15,000.00	\$7,500.00	\$7,500.00	\$15,000.00	\$15,000.00	\$5,000.00	\$5,000.00	\$46,000.00	\$46,000.00
TOTAL ALT. BID III					\$15,000.00		\$7,500.00		\$15,000.00		\$5,000.00		\$46,000.00

TOTAL ALT. BID II + TOTAL BASE BID A+B+C =	\$2,245,490.00	\$1,997,198.00	\$2,391,847.60	\$2,757,392.00	\$3,395,005.20
TOTAL ALT. BID III + TOTAL BASE BID A+B+C =	\$2,210,490.00	\$1,987,158.00	\$2,331,847.60	\$2,703,592.00	\$3,091,005.20
TOTAL ALT. BID I + TOTAL ALT. BID II + TOTAL BASE BID A+B+C =	\$2,271,384.00	\$2,020,738.00	\$2,412,562.80	\$2,777,165.60	\$3,442,085.20
TOTAL ALT. BID I + TOTAL ALT. BID III + TOTAL BASE BID A+B+C =	\$2,236,384.00	\$2,010,738.00	\$2,352,562.80	\$2,723,365.60	\$3,138,085.20

Sewer Lining Map Overall View



- Possible Water Supply Hydrants
- Sanitary Manhole Access
- access routes
- sewers to line

SewerType

- Combination
- Sanitary
- Storm
- easements
- Parcels

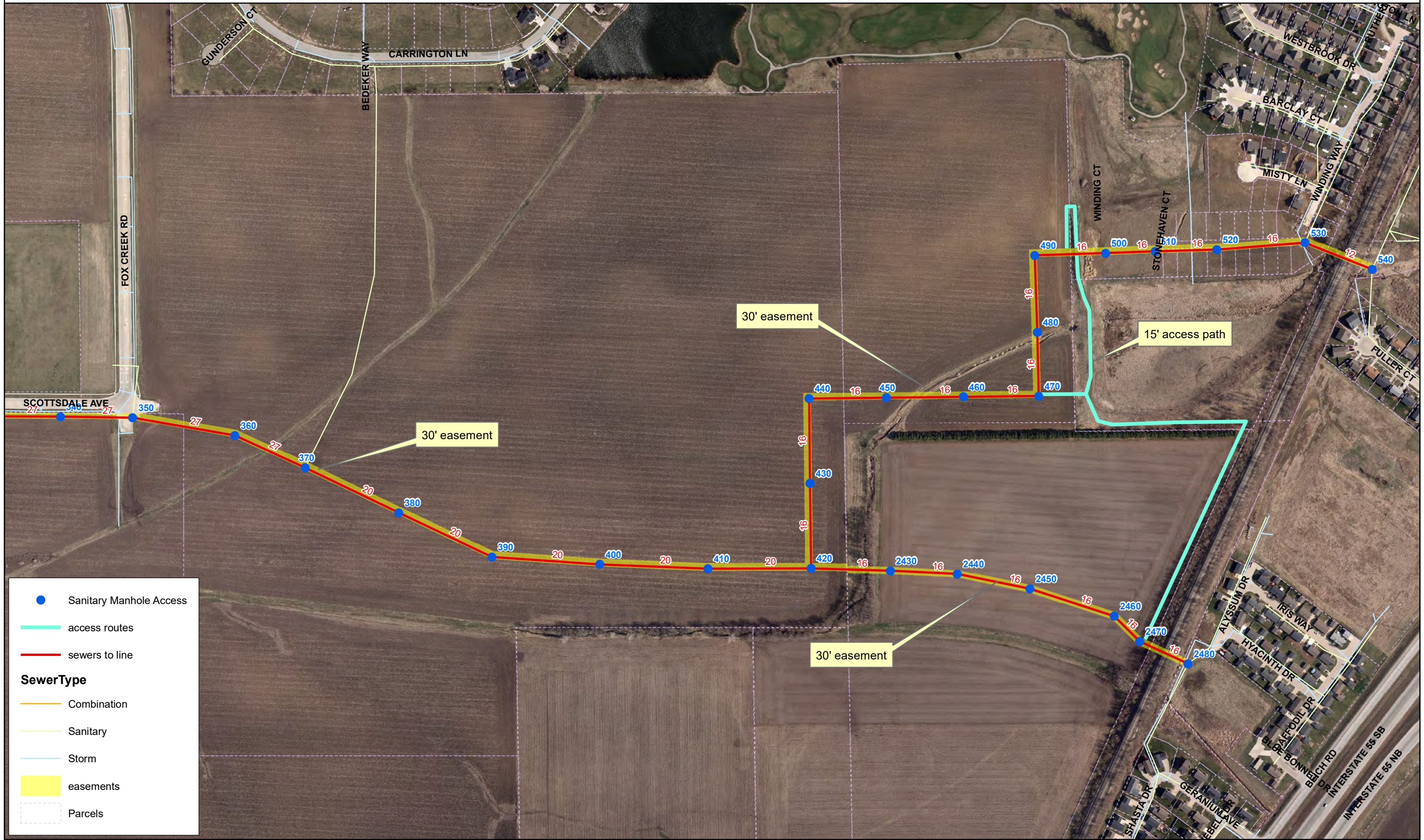


- Sanitary Manhole Access
- access routes
- sewers to line

SewerType

- Combination
- Sanitary
- Storm
- easements
- Parcels

Sewer Lining Map 2



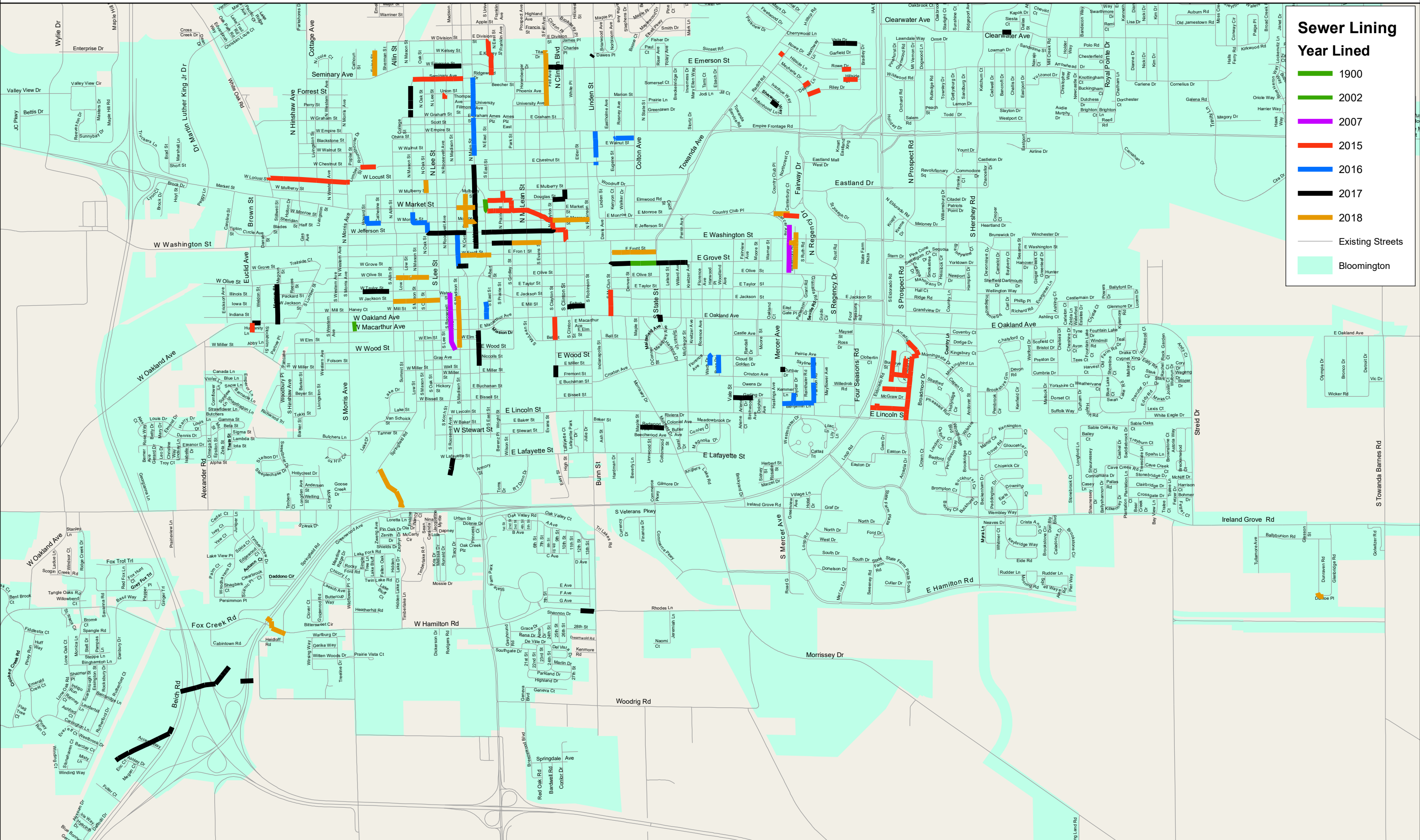
- Sanitary Manhole Access
- access routes
- sewers to line

SewerType

- Combination
- Sanitary
- Storm

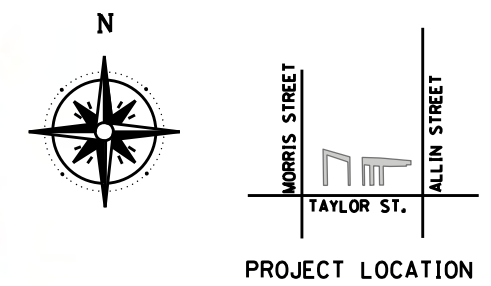
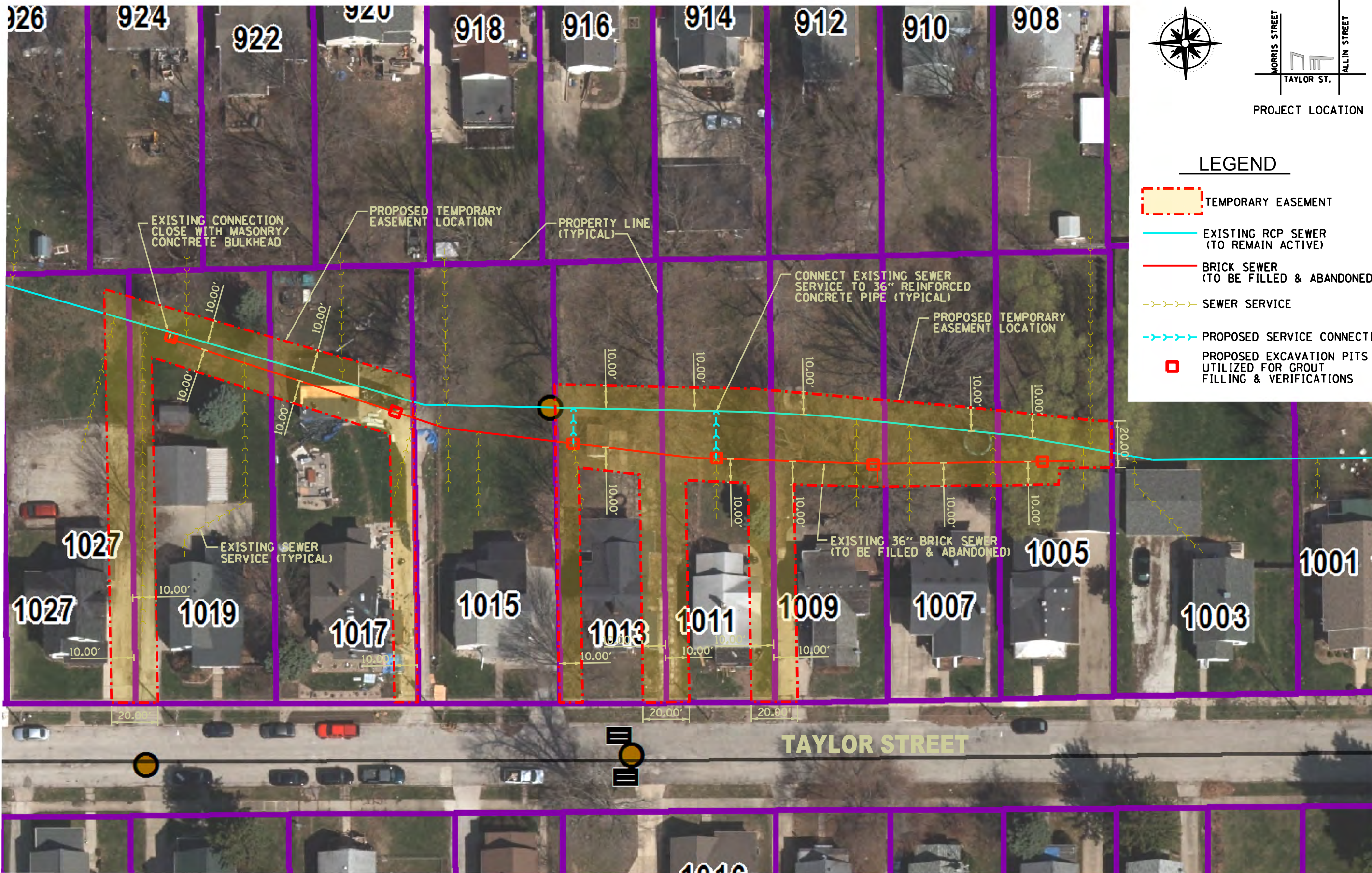
- easements
- Parcels

Completed Sewer Lining

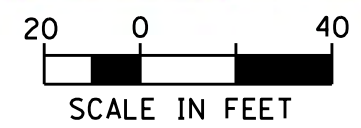


Sewer Lining Year Lined

- █ 1900
- █ 2002
- █ 2007
- █ 2015
- █ 2016
- █ 2017
- █ 2018
- █ Existing Streets
- █ Bloomington



- LEGEND**
- TEMPORARY EASEMENT
 - EXISTING RCP SEWER (TO REMAIN ACTIVE)
 - BRICK SEWER (TO BE FILLED & ABANDONED)
 - SEWER SERVICE
 - PROPOSED SERVICE CONNECTION
 - PROPOSED EXCAVATION PITS UTILIZED FOR GROUT FILLING & VERIFICATIONS



CITY OF BLOOMINGTON
ENGINEERING DEPARTMENT

DESIGN BY: WFS
REVISIONS:
SEWER PLAN

APPROVED BY: RLO
DATE: 20 JUNE 2018

SCALE: 1" = 40'
CITY PROJECT NO. 50-03-23166-18-00

TAYLOR STREET SEWER IMPROVEMENTS

SHEET
1 OF 1

PROPOSED SANITARY MANHOLE #1, 4' DIA.
RIM = 825.60 (MATCH STREET GRADE)
E. 8" INV. = 817.60
CONTRACTOR TO LOCATE DEPTH
OF EXISTING SERVICES AT 507 & 505
PRIOR TO ORDERING STRUCTURES

PROPOSED 6" (PVC SDR26)
SANITARY SERVICE
W/CLEANOUT = 20' (EACH)
CONNECT TO EXISTING SERVICE

EXISTING SEWER
SERVICE (TYPICAL)

EXISTING 6" WILDCAT SEWER

EXISTING 4" WATERMAIN

PROPOSED SANITARY DROP MANHOLE #2, 4' DIA.
RIM = 819.00 (MATCH STREET GRADE)
S. 8" INV. = 808.75 (SANITARY)
W. 8" INV. = 812.00 (SANITARY)
W. 8" INV. = 808.80 (SANITARY)(DROP)
N. 18" INV. = 808.70 (SANITARY)
NW. 12" INV. = 814.00 (STORM)
NE. 12" INV. = 814.00 (STORM)
SW. 12" INV. = 814.00 (STORM)

-CONTRACTOR TO LOCATE DEPTH
OF EXISTING SERVICES AT 507 & 505
PRIOR TO ORDERING STRUCTURES

-STORM SEWER CONNECTIONS SHALL BE
INCIDENTAL TO THE MANHOLE

EXISTING 18" COMBINATION
SEWER

PROPOSED 8" (PVC SDR21)
SANITARY SEWER = 175'

PROPOSED 6" (PVC SDR26)
SANITARY SERVICE
W/CLEANOUT = 10' (EACH)
NO CONNECTION TO HOUSE LATERALS

LEGEND

CON CONNECT TO EXISTING SANITARY SEWER SERVICE.

STUB PROVIDE CLEANOUT FOR FUTURE CONNECTION.

SANITARY SEWER SERVICE CLEANOUT

PAVEMENT REMOVAL AND REPLACEMENT, SPECIAL

PROPOSED 4' DIA. SANITARY MANHOLE

PROPOSED 8" SANITARY SEWER

SEWER SERVICE

PROPOSED SERVICE CONNECTION

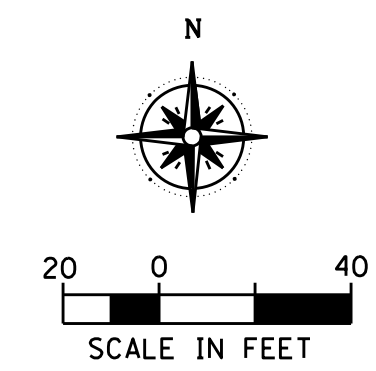
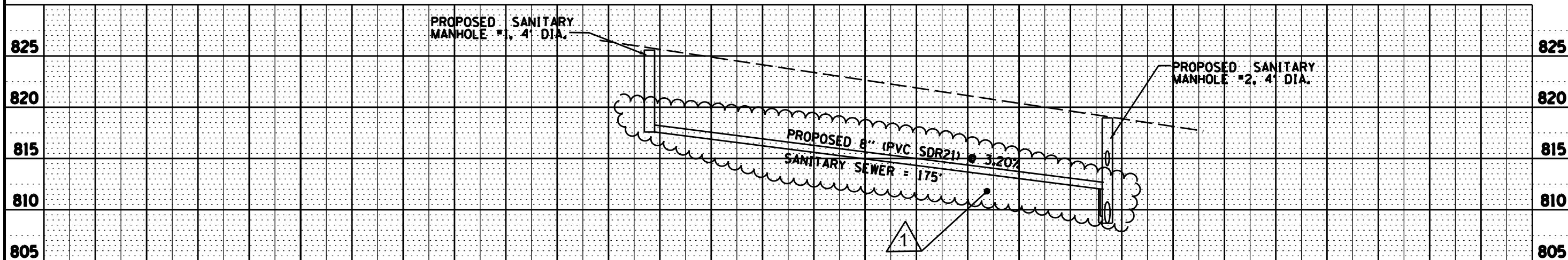
A ALL SERVICES SHALL INCLUDE THE FOLLOWING PLAN
QUANTITIES IN ADDITION TO THE SERVICE PIPE:

- SELECT GRANULAR BACKFILL EQUAL TO THE LENGTH OF PIPE
- 7 SY TOPSOIL PLACEMENT AND SEEDING, SPECIAL
- 10 LF CURB AND GUTTER REMOVAL AND REPLACEMENT
- 18 LF PAVEMENT REMOVAL AND REPLACEMENT, SPECIAL
- 1 EA SANITARY SEWER CLEANOUT



PROJECT LOCATION

ELM STREET



NOTES:

1. CONTRACTOR SHALL FIELD VERIFY ELEVATIONS AND LOCATIONS OF ALL EXISTING SEWERS AND SERVICES PRIOR TO CONSTRUCTING SEWER.
2. SANITARY SERVICE SEWER AND CLEANOUT SHALL BE 8' DEEP IN LOCATIONS WHERE THE SERVICE IS "STUBBED" FOR FUTURE CONNECTION.
3. SANITARY SERVICE SEWER SHALL HAVE A MINIMUM OF 1.0% GRADE.



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Council Initiative

SUBJECT: Consideration of an Ordinance amending the membership on the City of Bloomington Transportation Commission to add a member that is either living with a disability or that serves the City's disabled population, as requested through a City Council Initiative.

RECOMMENDATION/MOTION: The Ordinance amending the City Code to Add a Member on the City of Bloomington Transportation Commission be approved, and the Mayor and City Clerk be authorized to execute the Ordinance.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 4. Strong Neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process; Objective 4e. Strong partnership with residents and neighborhood associations; Objective 4f. Residents increasingly sharing/taking responsibility for their homes and neighborhoods

BACKGROUND: On May 22, 2017, the City Council amended the City Code to create a Transportation Commission designed to increase transparency and community involvement in transportation planning activities. As adopted, the Commission was to have seven members, with three of the members having a specific demonstrated interest, background or experience in one of the following: (1) regional public transportation, such as transit or bus service; (2) accessibility and ADA compliance; and (3) bicycle transportation.

On October 5, 2018, an Agenda Initiative Proposal Form was submitted by Alderman Karen Schmidt proposing an additional member be added to the Commission that is either living with a disability or that serves the City's disabled population. This was discussed at the Committee of the Whole on October 15, 2018, at which point direction was given to bring back an ordinance for formal consideration. The proposed ordinance amends the number of members on the Commission from seven to eight and adds the requirement that one of the members either be living with a disability or serving the City's disabled population.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: The Healthy Community chapter of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes goals and objectives related to this item:

CWB-2. Create a lifelong community that meets the needs of residents of all ages and abilities.

CWB-2.1 Promote the welfare of older adults and persons with disabilities to foster maximum independence so they can continue to be an integral part of the community.

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

Respectfully submitted for Council consideration.

Prepared By: Philip Allyn, City Traffic Engineer

Reviewed By: Jim Karch, Public Works Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Water/Community Dev. Review By: Bob Mahrt, Community Development Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance

ORDINANCE 2018 - _____

AN ORDINANCE AMENDING THE CITY CODE TO ADD A MEMBER ON THE
CITY OF BLOOMINGTON TRANSPORTATION COMMISSION

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:

SECTION 1. That Chapter 29, Article XXVII, Section 301 of Bloomington City Code, 1960, as amended, shall be further amended as follows (unless otherwise noted, additions are indicated by underlines; deletions indicated by strikeouts):

Chapter 29: Section 301: MEMBERSHIP AND MEETINGS

1. The Commission shall consist of eight (8) ~~seven (7)~~ members, appointed by the Mayor with the advice and consent of City Council. The appointments to the Commission should represent as broadly as possible geographic and/or social elements within the City, each with a demonstrated interest, knowledge, or experience in traffic management or transportation, including that four ~~three~~ members must have a specific demonstrated interest, background or experience in one of the following:
 - a. regional public transportation, such as transit or bus service;
 - b. accessibility and ADA compliance; ~~and~~
 - c. bicycle transportation-; and
 - d. either living with a disability or serving the City's disabled population.
2. The Commission shall establish an annual meeting schedule, which shall include at least one meeting per month to be held at a regular time and place. All meetings shall be open to the public and must comply with the Illinois Open Meetings Act. All meetings shall provide opportunity for public comment pursuant to local ordinances. Meeting minutes shall be prepared and maintained in accordance with local and state law.
3. A chairman and vice chairman of the Commission shall be selected to preside over meetings in accordance with the procedure set forth for the City's boards and commissions.
4. Items shall be placed on the Commission agenda by appropriate City staff including the Traffic Engineer, Public Works Director, City Engineer, Community Development Director, the City Manager, or the Mayor. City

Council members may also request items be referred to the Commission by utilizing the agenda request process, which shall include formal approval and referral by the City Council.

SECTION 2. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 3. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 4. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 5. This ordinance shall be effective immediately after the date of its publication as required by law.

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

PASSED this 26th day of November 2018.

APPROVED this _____ day of November 2018.

APPROVED:

Tari Renner, Mayor

ATTEST:

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



CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$15,775.36, to transfer budgeted funds from the General Fund to the General Bond & Interest Fund for payment of interest for the former Frontier Parking Lots, as requested by the Finance Department.

RECOMMENDATION/MOTION: The Ordinance amending the Fiscal Year 2019 Budget in the amount of \$15,775.36 to transfer budgeted funds from the General Fund to the General Bond & Interest Fund for payment of principal and interest (year 1 of 10) for the former Frontier Parking Lots now owned by the City, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 3: Grow the Local Economy; Goal 6: Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 3e: Strong working relationship among the City, businesses, economic development organizations; Objective 6b: Downtown Vision and Plan used to guide development, redevelopment and investments

BACKGROUND: On April 24, 2017 the City Council approved a Contract to purchase the four (4) parking lots owned by Frontier Communications south of the BCPA and east of East Street with the agreement amended by the City Council on July 24, 2017. On April 23, 2018 City Council authored the issuance and sale of tax exempt General Obligation Notes, for the purpose of reimbursing the City for the costs of purchasing of the Frontier properties, in the amount of \$970,000, to Clayton Holdings, LLC., as requested by the Finance Department. These funds for FY 2019 were budgeted and adopted in the Economic Development General Fund department under the principal and interest accounts (10019170-73237) and (10019170-74237). The request is to transfer the amount necessary to pay the interest amount of \$15,775.36 due on December 1st. The remaining budgeted funds will not be spent in FY 2019.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: These funds are budgeted, but just being transferred so they will be paid out of the General Bond and Interest Fund. If approved, Finance will lower the budget by \$15,775.36 in the Economic Development-Interest Loan account (10019170-73701), and increase the General Fund Transfer-To General Bond & Interest account

(10019180-89301) by the same amount. The funds will be received in the General Bond & Interest-From General Fund account (30100100-85100). The interest payment of \$15,775.36 will be made from the General Bond & Interest-Interest 2018 Frontier Lots account (30100100-74238). Please see the exhibit for all the account details.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Chris Tomerlin, Budget Manager

Reviewed By: Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance
- Exhibit

ORDINANCE NO. 2018 - ____

AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2019 Budget to transfer budgeted funds from the General Fund to the General Bond & Interest Fund for payment of interest in the amount of \$15,775.36 for the former Frontier Parking Lots.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2018-23

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED this 26th day of November 2018.

APPROVED this ____ day of November 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

FY 2019 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
10019170-73701	General	Interest Loan account	\$ (15,775.36)	
10019180-89301	General	To General Bond & Interest	\$ 15,775.36	
30100100-85100	General Bond & Interest	From General Fund	\$ (15,775.36)	
30100100-74238	General Bond & Interest	Interest 2018 Frontier Lots	\$ 15,775.36	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Community Development-Downtown Development Division

SUBJECT: Consideration of an IDOT Resolution for the Bloomington-Normal Jaycees Parade on December 1, 2018 as requested by the Community Development Department-Downtown Development Division.

RECOMMENDATION/MOTION: The IDOT Resolution to close Business 51 for the Jaycees Christmas Parade, be approved and authorize the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5: Great Place to Live - Livable, sustainable city. Goal 6: Prosperous Downtown Bloomington.

STRATEGIC PLAN SIGNIFICANCE: Goal5 (d): Appropriate leisure and recreational opportunities responding to the needs of residents. Goal 6 (c): Downtown becoming a community and regional destination.

BACKGROUND: The Bloomington Normal Jaycees organize and implement the annual Holiday parade, utilizing Business 51, a state highway. The parade route connects the twin cities in a joint holiday celebration. For the safety of all participants, The Illinois Department of Transportation requires a resolution to be passed by City Council to allow Business 51 to be closed from Division Street to Locust Street. The parade concludes on Center Street in Downtown Bloomington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington-Normal Jaycees have sponsored this event for a number of years and use it as the kick off to the holiday season.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by: Catherine Dunlap, Events Coordinator
Reviewed by: Bob Mahrt, Community Development Director
Financial & budgetary review by: Chris Tomerlin, Budget Manager
Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- DDD 1B - BN Jaycees Parade IDOT resolution
- DDD 1C - BN Jaycees Parade Special Events Application with proof of Insurance
- DDD 1D - BN Jaycees Parade Permit
- DDD 1E - BN Jaycees Parade Christmas Parade Map 2017

RESOLUTION 2018 - _____

WHEREAS, the Bloomington-Normal Jaycees are sponsoring a Christmas parade in the City of Bloomington which constitutes a public purpose;

WHEREAS, this parade will require the temporary closure of Business 51 southbound (Center Street), a State Highway in the City of Bloomington from Division to Locust;

WHEREAS, Section 4-408 of the Illinois Highway Code authorizes the Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes.

NOW THEREFORE, BE IT RESOLVED by the city council of the City of Bloomington that permission to close off Business 51 Southbound from Division Street to Locust as above designated, be requested of the Department of Transportation.

BE IT FURTHER RESOLVED that this closure shall occur during the approximate time period between 10 A.M. and 11:30 A.M. on December 1, 2018.

BE IT FURTHER RESOLVED that traffic from that closed portion of highway shall be detoured over routes with an all-weather surface that can accept the anticipated traffic, which will be maintained to the satisfaction of the Department and which is conspicuously marked for the benefit of traffic diverted from the State highway. (The parking of vehicles shall be prohibited on the detour routes to allow an uninterrupted flow of two-way traffic.) The detour route shall be as follows south on Linden St. to Empire St., west on Empire St. to Clinton St., south on Clinton St. to Oakland Ave., west on Oakland Ave. to Center St., south on Center St.

BE IT FURTHER RESOLVED that the City of Bloomington assumes full responsibility for the direction, protection, and regulation of the traffic during the time the detour is in effect.

BE IT FURTHER RESOLVED that police officers or authorized flaggers shall at the expense of the City of Bloomington be positioned at each end of the closed section and at other points (such as intersections) as may be necessary to assist in directing traffic through the detour.

BE IT FURTHER RESOLVED, that police officers, flaggers, and officials shall permit emergency vehicles in emergency situations to pass through the closed area as swiftly as is safe for all concerned.

BE IT FURTHER RESOLVED, that all debris shall be removed by the City of Bloomington prior to reopening the State highway.

BE IT FURTHER RESOLVED, that such signs, flags, barricades, etc., shall be used by the City of Bloomington as may be approved by the Illinois Department of Transportation. These items shall be provided by the City of Bloomington

BE IT FURTHER RESOLVED, that the closure and detour shall be marked according to the Illinois Manual on Uniform Traffic Control Devices.

BE IT FURTHER RESOLVED that an occasional break shall be made in the procession so that traffic may pass through. In any event, adequate provisions will be made for traffic on intersecting highways pursuant to conditions noted above.

BE IT FURTHER RESOLVED, that to the fullest extent permitted by law, the City of Bloomington shall be responsible for any and all injuries to persons or damages to property, and shall indemnify and hold harmless the Illinois Department of Transportation, its officers, employees and agents from any and all claims, lawsuits, actions, costs and fees (including reasonable attorneys' fees and expenses) of every nature or description, arising out of, resulting from or connected with the exercise of authority granted by the Department which is the subject of this resolution. The obligation is binding upon the City of Bloomington regardless of whether or not such claim, damage, loss or expense is caused in part by the act, omission or negligence of the Department or its officers, employees or agents.

BE IT FURTHER RESOLVED, that the Bloomington-Normal Jaycees shall provide a comprehensive general liability policy or an additional named insured endorsement in the minimum amount of \$1,000,000 per person and \$2,000,000 aggregate which has the Illinois Department of Transportation, its officials, employees and agents as insureds and which protects them from all claims arising from the requested road closing. A copy of said policy or endorsement will be provided to the Department before the road is closed.

BE IT FURTHER RESOLVED that a copy of this resolution be forwarded to the Department of Transportation to serve as a formal request for the permission sought in this resolution and to operate as part of the conditions of said permission.

ADOPTED this ____ day of _____ 2018.

APPROVED this ____ day of _____ 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk



SPECIAL EVENT APPLICATION

DATE: 10-19-18

EVENT NAME: Bloomington-Normal Jaycees Christmas Parade

SPONSORING ORGANIZATION(S): Bloomington-Normal Jaycees

CONTACT PERSON: Eric Barbour PHONE 309-258-9291

EMAIL: bnjaycees@gmail.com

ADDRESS: P.O. Box 42 Bloomington, IL 61702-0042

EVENT DATE(S) and TIME(S): Dec 1st, Assembly at 9:00 AM, Parade Start 10:00 AM, Parade Complete 11:30 AM

EVENT LOCATION: Start in Normal at Kingsley Jr High then heading South on Center St towards Bloomington, ending at Washington St

NATURE OF EVENT: parade to celebrate holiday season

EVENT SCOPE: (Include anticipated parking restrictions, street closings, detours and other types of pedestrian and traffic control)

Main St will need to be closed from starting point off College Ave in Normal to Washington St. Floats will line up along Main St by Kingsley and immediate street/lots bordering school. Jaycees and Normal PD will help direct traffic throughout parade and at end of parade. Need barriers so people do not turn down Wash St and end of parade route when floats/participants will be exiting the parade route

- 1. CIRCLE ANY ROUTE/HWY THAT YOU'RE EVENT TAKES PLACE ON: RT 9 BUS 51 BUS 55 HWY 150
2. WILL THERE BE ANY TENTS OR OTHER TEMPORARY STRUCTURES? No
3. WILL THERE BE FOOD PREPARED/SERVED? No
4. WILL THERE BE ANYTHING SOLD? No
5. WILL THERE BE AN ADMISSION CHARGE? No
6. WILL THERE BE ANY TEMPORARY SEATING? No - Residents can line streets where appropriate day of

Please attach a CERTIFICATE OF INSURANCE naming the CITY OF BLOOMINGTON as Additional Insured and ILLINOIS DEPT OF TRANSPORTATION if you circled anything in item 1 above. Minimum of \$1,000,000. If the event takes place in or on a City facility, the minimum is \$4,000,000.

DO NOT WRITE BELOW THIS LINE

SPECIAL EVENTS PERMIT WAIVER OF LIABILITY

In consideration of the issuance of a permit to host a Special Event in the City, the undersigned special event organizer ("Event Organizer") and the City agree as follows:

1. The Organizer shall, to the fullest permitted by law, indemnify, defend and hold the City harmless against all claims, liability, loss, injury, death or damage, costs, including reasonable attorney fees, of whatsoever nature in connection with or arising out of the activities during said special event, including but not limited to, the placement or storage of the Event Organizer's equipment in the event area specified in the permit. This obligation shall not require indemnification for any such claims caused by the sole negligence of the City.
2. Within seven (7) days after the billing date, the Event Organizer shall pay to the City all amounts for damage to any City-owned equipment or facilities, or the cleaning or trash removal performed by the City, which occurred in connection with or arising out of the special event.

CITY OF BLOOMINGTON

By: _____

EVENT ORGANIZER

By: Eric J Barbour

Printed Name
Eric J Barbour
Signature

APPROVED AS TO FORM:
Jeffrey R. Jurgens
Corporation Counsel



BLOOJAY-01

DCRANE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/19/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Clemens & Associates, Inc. 2806 E Empire Bloomington, IL 61704	CONTACT NAME:	PHONE (A/C, No, Ext): (309) 662-2100	FAX (A/C, No): (309) 662-2134
	E-MAIL ADDRESS: info@clemensins.com		
INSURED Bloomington-Normal Jaycees PO Box 42 Bloomington, IL 61702	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Auto-Owners Insurance	18988	
	INSURER B: RLI Surety Division	13056	
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
------------------	----------------------------	-------------------------

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: General Aggregate			07487078	10/25/2018	10/25/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	LIQUOR BOND			LSM0411673	06/08/2018	06/08/2019	LIMIT 2,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Bloomington and IDOT are additional insureds with regards to a special event - CHRISTMAS PARADE ON DECEMBER 2, 2018

CERTIFICATE HOLDER	CANCELLATION
City of Bloomington 109 E Olive Street Bloomington, IL 61701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Raid Butts</i>

**SPECIAL EVENT PERMIT
CHRISTMAS PARADE
DATE: DECEMBER 1, 2018
TIME: 8:30 AM TO 12:00 PM**

Date Prepared: October 30, 2018

Distribution:

Tim Gleason, City Manager	Assistant Chief Ken Bays, Police Department
City Clerk's Office Staff	Phil Allyn, Public Works
Tricia Stiller, Community Development	Scott Fortney, Public Works
Catherine Dunlap, Community Development	Bill Givens, Traffic Engineer, Public Works
Bob Mahrt, Community Development	Jim Karch, Public Works
Martin Glaze, Connect Transit	Kevin Kothe, Public Works
Russ Waller, Facilities	George Kutz, Public Works
Deputy Chief Eric West, Fire Department	Troy Olson, Public Works
Linda Foutch, McLean County Health Dept.	Jeff Raines, Public Works
Bob Moews, Parks & Recreation Department	Colleen Winterland, Public Works
Assistant Chief Greg Scott, Police Department	Brett Lueschen, Water Department

SPONSORING ORGANIZATION(S): Bloomington/Normal Jaycees

CONTACT PERSON: Eric Barbour

PHONE: 309-258-9291

EMAIL: bnjaycees@gmail.com

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: Parade will start in Normal at 10:00 am at Kingsley Junior High School parking lot and proceed south on Kingsley/Center St. through Normal and into Bloomington. Parade will proceed on Center St. when Route 51 curves around to Madison. Parade will disperse at Jefferson St. in the Downtown area using Center (south) and Jefferson (west). Washington St. will remain open. This will require a detour for Route 51.

DETOUR: Detour for Route 51 southbound will be set up as follows: In Normal, detour Main St. at College Ave. east to Linden. In the City, the detour continues south on Linden St. to Empire St., west on Empire St. to Clinton St., south on Clinton St. to Oakland Ave., west on Oakland Ave. to Center St., south on Center St.

Detour signs:

Intersection of Linden St. and Emerson St. – Straight arrow.

Intersection of Linden St. and Empire St. – Right arrow, (turn west).

Intersection of Empire St. and Clinton St. – Left arrow (turn south).

SPECIAL EVENT PERMIT CHRISTMAS PARADE

Intersection of Clinton St. and Locust St. – Straight arrow.

Intersection of Clinton St. and Washington St. – Straight arrow.

Intersection of Clinton St. and Oakland Ave. – Right arrow (turn west).

Intersection of Oakland Ave. and Gridley St. – Straight arrow.

Intersection of Oakland Ave. and Main St. – Straight arrow.

TRAFFIC RESTRICTIONS: Parking must be prohibited on Linden St. between Emerson St. and Empire St. due to street width of twenty-six feet, (26'). Parking will also be prohibited on Center St. between Mulberry St. and Washington St. and Jefferson St. between Madison St. and East St. No parking signs must be placed at least 36 hours in advance.

Parade route signage:

Intersection of Division St. and Lee St. – Road closed ahead sign.

Intersection of Division St. and Roosevelt St. – Parade in progress with barricades

Intersection of Division St. and Madison St. – Large cone east of Madison.

Intersection of Division St. and Center St. - Two (2) large cones, one (1) located east and west of Center St.

Intersection of Division St. and Main St. – Parade in progress sign with large cone located west of Main, and large cone with barricade northwest bound lane.

Intersection of Roosevelt Ave. and Kelsey St. – Parade in progress sign and large cone located east of Roosevelt.

Intersection of Roosevelt Ave. and Seminary Ave. – Parade in progress sign and large cone located east of Roosevelt.

Intersection of Madison St. and Union St. – Parade in progress sign and large cone located east of Madison.

Intersection of Madison St. and Graham St. – Parade in progress sign and large cone located east of Madison.

Intersection of Madison St. and Scott St. – Parade in progress sign and large cone located east of Madison.

Intersection of Madison St. and Walnut St. – Parade in progress sign and large cone located east of Madison.

SPECIAL EVENT PERMIT CHRISTMAS PARADE

Intersection of Madison St. and Chestnut St. – Parade in progress sign and barricade located east of Madison.

Intersection of Madison St. and Chestnut St. – Road closed ahead sign located west of Madison.

Intersection – Y split Madison St. and Center St. – Large cone on Madison St. south of Locust St.

Intersection of Madison St. and Monroe St. – Parade in progress sign and large cone located east of Madison.

Intersection of Madison St. and Jefferson – Large cone located east of Madison.

Intersection of Center St. and Kelsey St. – a small cone.

Intersection of Center St. and Emerson St. – No right turn sign and large cone located west of Center and Police officer and large cone located east of Center.

Intersection of Center St. and Seminary Ave. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Union St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Thompson Ave. – Volunteer and small cone located east of Center.

Intersection of Center St. and Fillmore St. – Volunteer and small cone located east of Center.

Intersection of Center St. and Graham St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Scott St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Empire St. – Police.

Intersection of Center St. and Walnut St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Chestnut St. – small cones – two (2) located east and west of Center.

Intersection of Center St. and Locust St. – Police.

Intersection of Main St. and Emerson St. – Left lane closed sign located north of Emerson, left lane transition sign located east of Main.

Intersection of Main St. and Seminary Ave. – Left lane closed sign located north of Seminary, Parade in progress sign and large cone located west of Main.

SPECIAL EVENT PERMIT CHRISTMAS PARADE

Intersection of Main St. and Union St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Thompson Ave. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Fillmore St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Graham St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Scott St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Empire St. – Barricade and small cone located west of Main and small cone and barricade located east of Main.

Intersection of Main St. and Walnut St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Chestnut St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Mulberry St. – Parade in progress sign and large cone located west of Main, and a large cone located south of Mulberry.

Intersection of Main St. and Monroe St. – Parade in progress sign and large cone located west of Main.

Intersection of Main St. and Jefferson St. – Large cone located west of Main.

Intersection of Empire St. and Prairie St. – Left lane transition sign located east of Prairie.

Intersection of Empire St. and East St. – Left lane closed sign located east of East.

POLICE: Police will be stationed at the intersections of Center & Emerson, Center & Empire, Center & Locust, and Center & Market. These signaled intersections are along State Routes and main through streets that should not be blocked, all signals will be put on flash just before Parade starts.

Normal squad cars will lead the parade. Bloomington will provide either a squad car to lead or follow only.

FIRE DEPARTMENT: The Bloomington Fire Department will provide the Fire truck for Santa. This will alternate with Normal each year.

SPECIAL EVENT PERMIT CHRISTMAS PARADE

PUBLIC WORKS: Public Works will install cones at parking lot driveways for some of the largest businesses, such as Krogers, Thornton's Gas Station, Kibler-Brady-Ruestman Memorial Home, Holy Trinity, and Walgreens to prevent shoppers from entering Center St. Public Works crews will install cones at all intersections.

ORGANIZER WILL DO THE FOLLOWING: Jaycees will inform businesses and residences on Center St. of the event and request their cooperation. **Inform the float drivers that they are to drop off their participants and then move the floats. The floats are not to stop, preventing the remainder of the parade from entering the Downtown and dispersing. Washington is not to be closed or blocked in anyway as it is an emergency route.**

Volunteers will be stationed at the following locations; Center & Kelsey (1), Center & Seminary (2), Center & Union (2), Center & Thompson (1), Center & Fillmore (1), Center & Graham (2), Center & Scott (2), Center & Walnut (2) and Center & Chestnut (2). They will need to be at these locations at 9:45 am and will need to keep traffic from entering Center during parade.

One (1) volunteer needs to be at the intersection of Jefferson & Main, one (1) on Center St. & Washington, and one (1) at the intersection of Jefferson & Madison. All volunteers are to move the barricades to allow the parade participants to exit the Downtown as the parade disperses, as well as keeping all other traffic out of this portion of the parade route in the Downtown. One (1) volunteer needs to be at the intersection of Center & Jefferson to divert the parade participants and floats equally on Jefferson to Main, Jefferson to Madison, and Center to Washington.

CANCELATION REQUIREMENT:

If you need to cancel your event and move it to your alternative date of December 8 because of inclement weather, please call the Bloomington Police non-emergency number at 309-820-8888 by 4:30 p.m. on November 29, 2018.

FOR OFFICE USE ONLY

Notes: _____

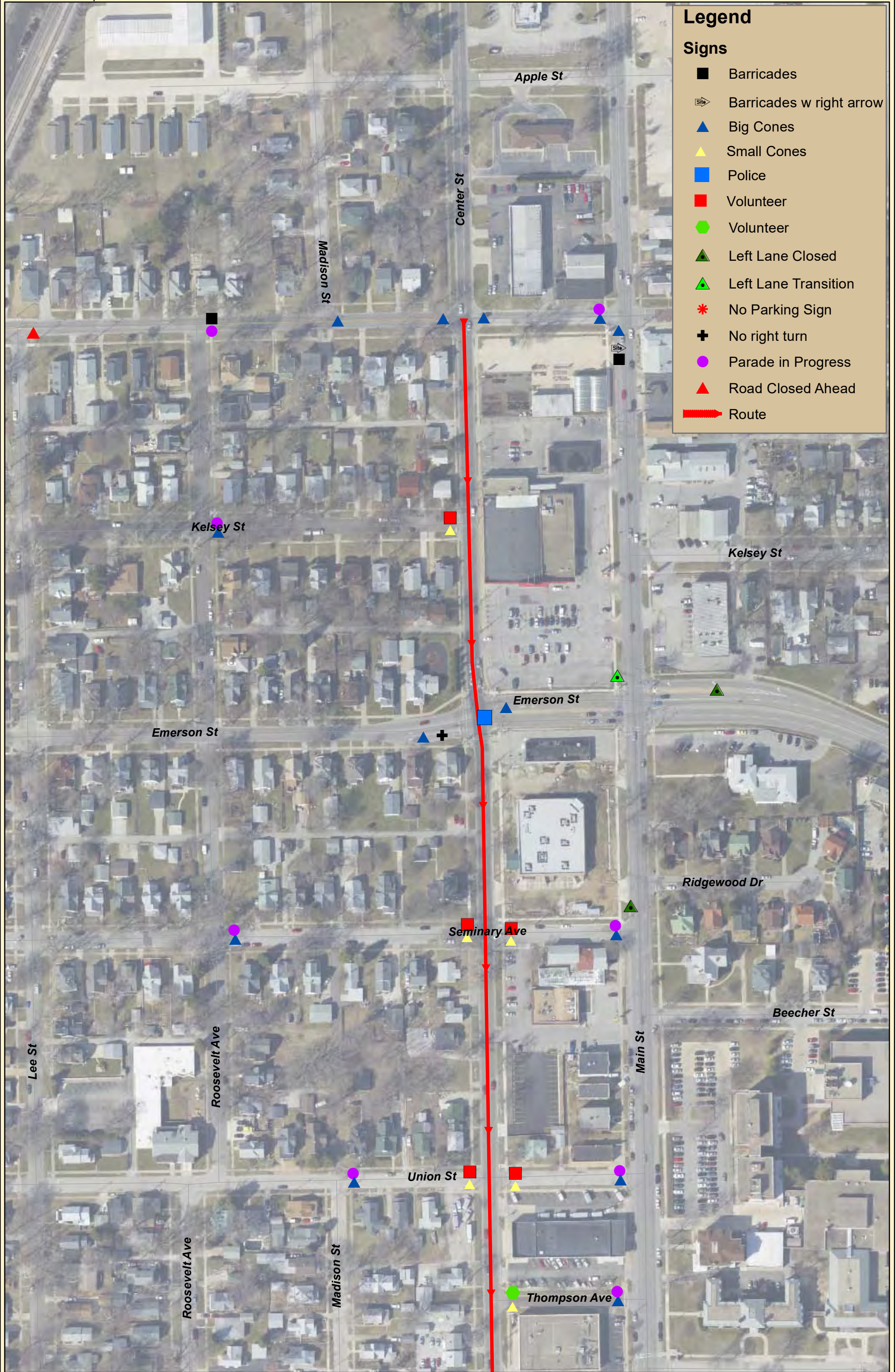
Xmas Parade P1



Legend

Signs

- Barricades
- ➡ Barricades w right arrow
- ▲ Big Cones
- ▲ Small Cones
- Police
- Volunteer
- ◆ Volunteer
- ▲ Left Lane Closed
- ▲ Left Lane Transition
- * No Parking Sign
- ⊕ No right turn
- Parade in Progress
- ▲ Road Closed Ahead
- ➡ Route



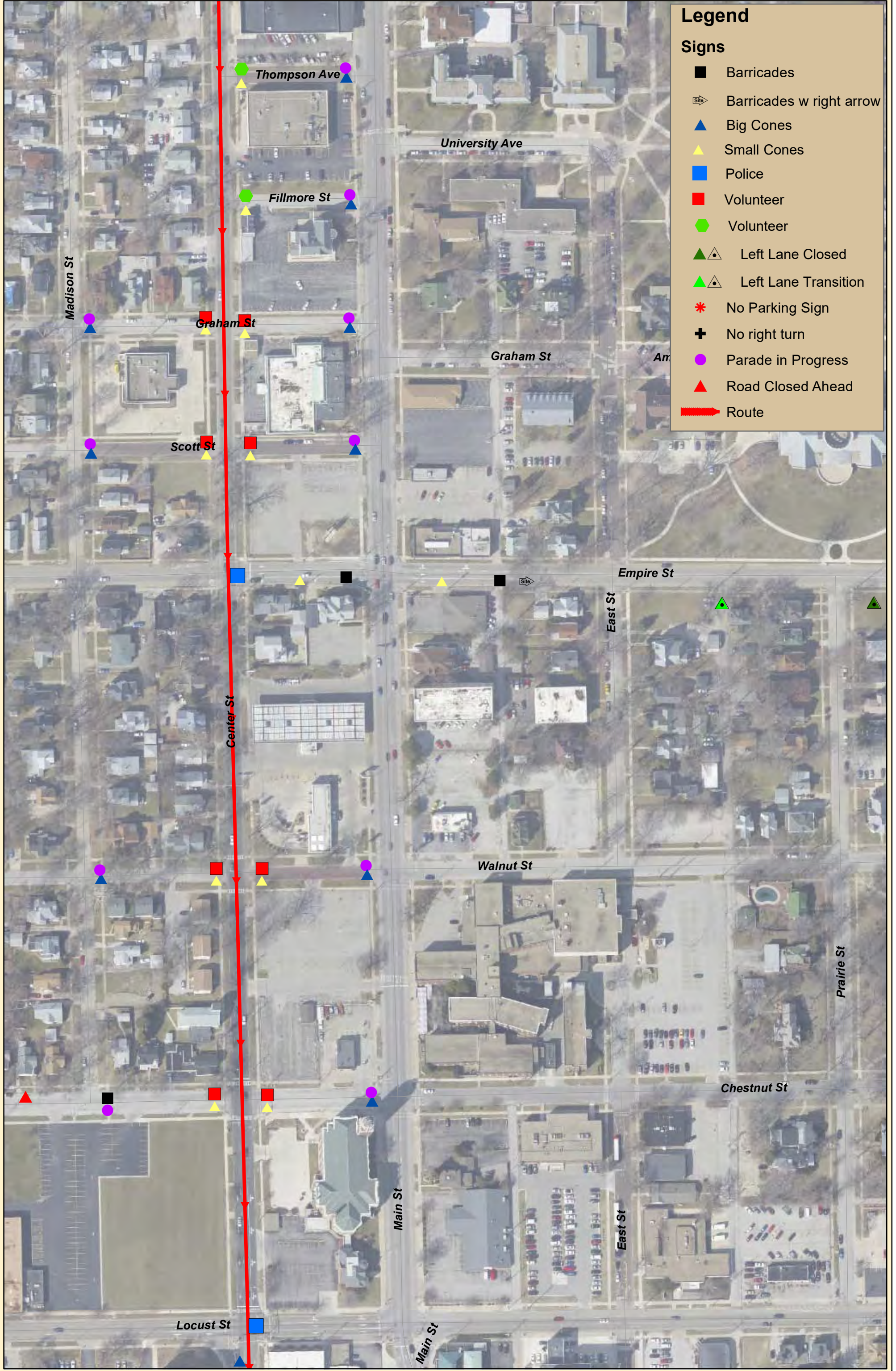
Xmas Parade P2



Legend

Signs

- Barricades
- ➡ Barricades w right arrow
- ▲ Big Cones
- ▲ Small Cones
- Police
- Volunteer
- ◆ Volunteer
- ▲▲ Left Lane Closed
- ▲▲ Left Lane Transition
- * No Parking Sign
- ⊕ No right turn
- Parade in Progress
- ▲ Road Closed Ahead
- ➡ Route



Xmas Parade P3

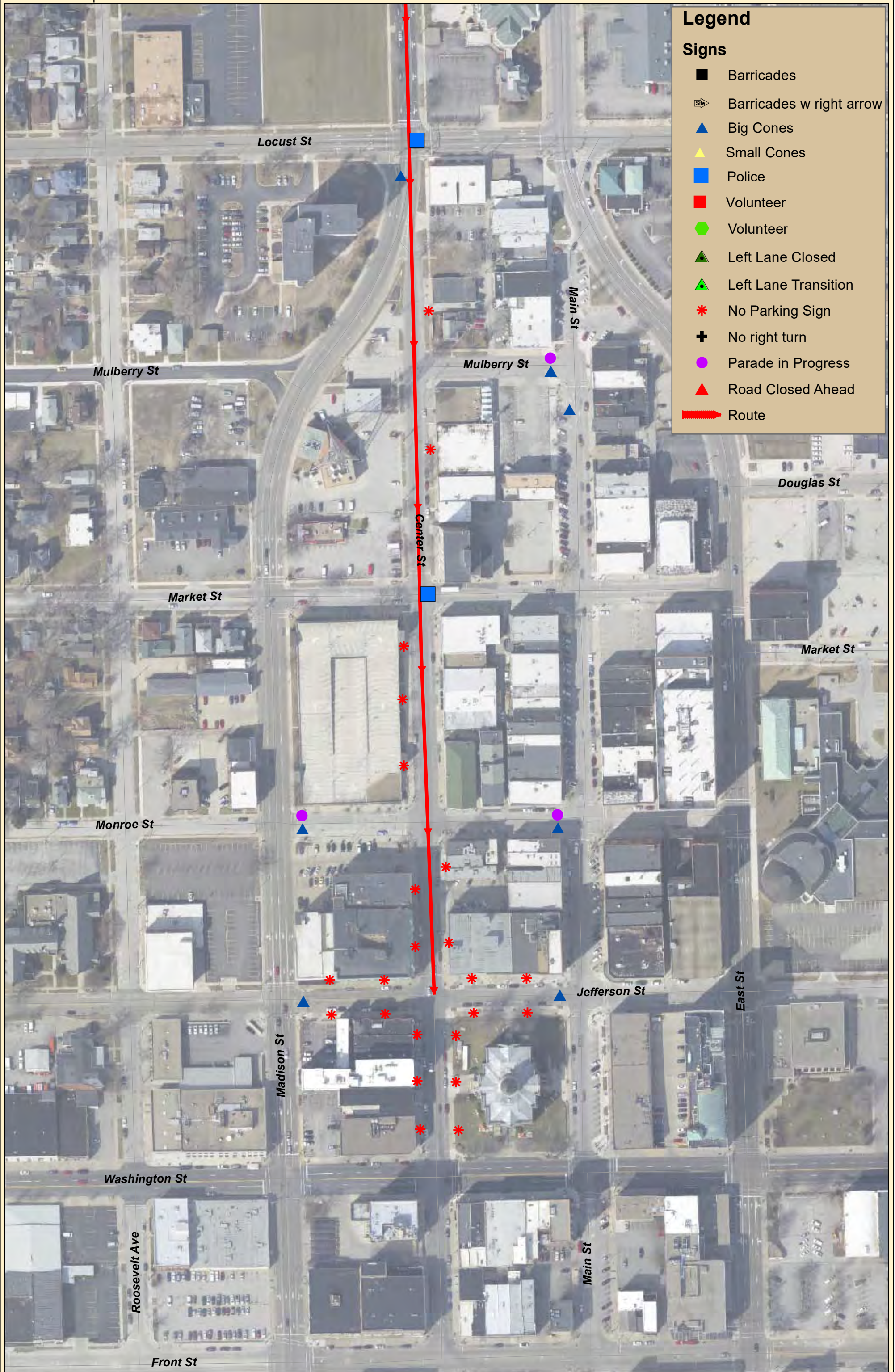


0 75 150 300 Feet

Legend

Signs

- Barricades
- ➡ Barricades w right arrow
- ▲ Big Cones
- ▲ Small Cones
- Police
- Volunteer
- ◆ Volunteer
- ▲ Left Lane Closed
- ▲ Left Lane Transition
- * No Parking Sign
- ⊕ No right turn
- Parade in Progress
- ▲ Road Closed Ahead
- ➡ Route



Xmas Detour






0 75150 300 Feet




Legend

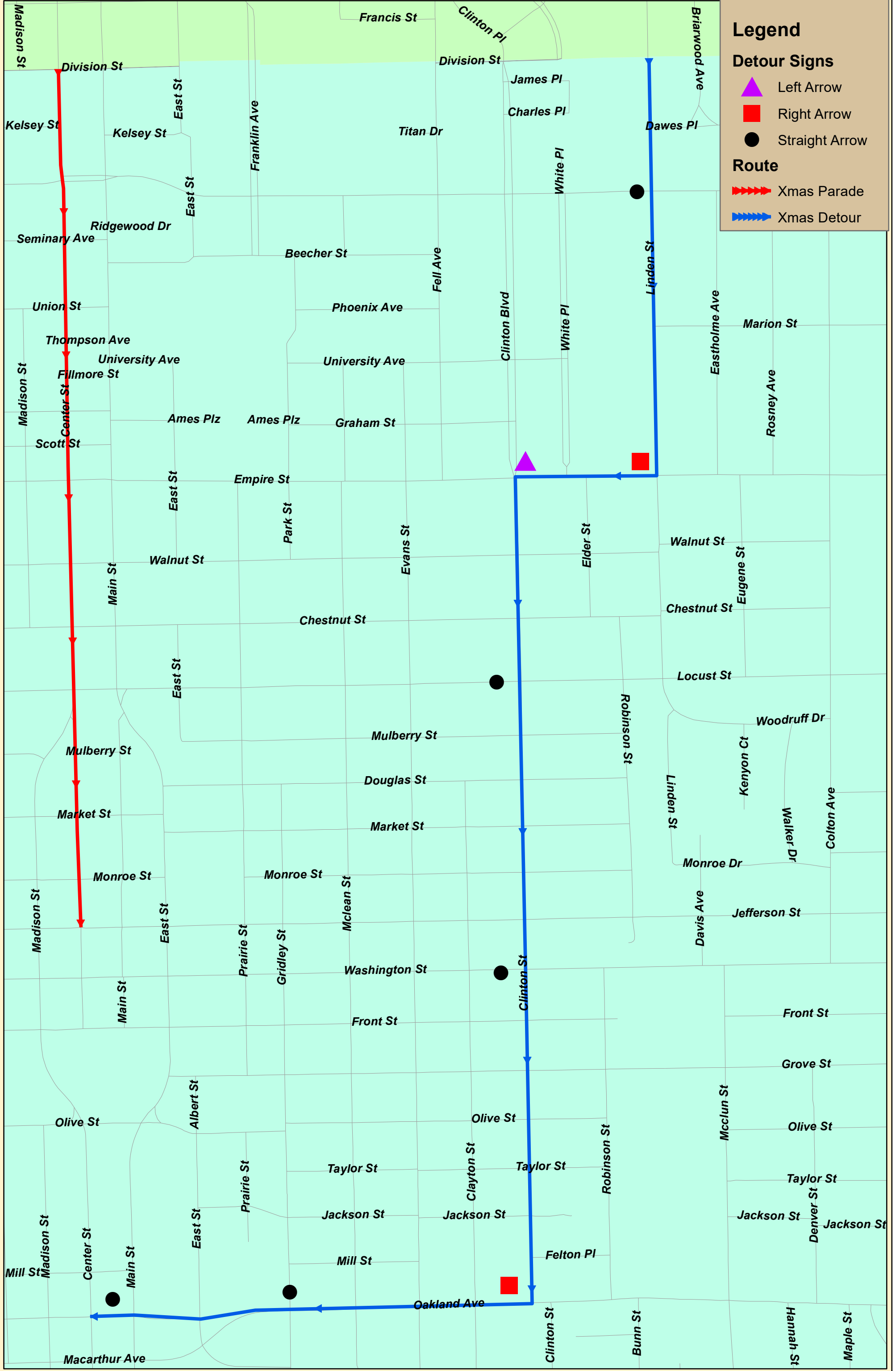
Detour Signs

-  Left Arrow
-  Right Arrow
-  Straight Arrow

Route

 Xmas Parade

 Xmas Detour



REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Police Department

SUBJECT: Consideration of an Agreement with Axon to purchase Body Worn Cameras, utilization of Evidence.com, Axon mobile apps, and the Axon In-Car video System, as a limited source, at a five-year fixed annual cost, to renew automatically each year contingent on the yearly expenditure being approved in the annual budget, as requested by the Police Department.

RECOMMENDATION/MOTION: The Agreement with Axon Enterprises, Inc., in the amount of \$174,079 for year one, and renewal thereafter for four years contingent upon yearly budget approval at an annual price of \$144,876, be approved and the City Manager and City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: 1. e. Partnering with others for the Most Cost Effective Service Delivery

BACKGROUND: The Police Department has been testing body worn cameras since January of 2017. After unsuccessful testing of two other body worn cameras by another vendor, the department has identified a comprehensive (Body Worn Cameras, In-Car Video, and Digital Evidence Storage) solution provided by Axon Enterprise Inc. for considerably less than the \$370,000 budgeted fiscal year 2019. The agreement is for five years with automatic annual renewal contingent on yearly budget approval.

During this five year agreement, Axon will provide a total of 300 body worn cameras (100 at day 1, 100 at month 30, and 100 and month 60), 148 In-Car cameras (1 front facing, one rear facing per car, a total of 74 at day 1 and 74 at month 30), and 137 annual licenses for Evidence.com, unlimited Axon device/app initiated digital storage.

Since 2003, the Police Department has used Taser Conducted Energy Weapons manufactured by Axon Enterprise, Inc., and recently purchased new replacement Tasers. Taser usage data and other information is managed using a comprehensive online digital evidence management system known as Evidence.com. Axon Enterprises Inc. also manufactures Body Worn Cameras and In-Car Video Systems. Each system communicates and interacts directly with the Taser weapons via a proprietary system known as Axon Signal. The Body Worn Cameras and In-Car Video

Systems, coupled with Evidence.com and Axon mobile device applications upload the video to the secure, government compliant, unlimited data storage cloud providing numerous time saving tools for managing huge amounts of digital data effectively, intuitively, and efficiently. The result of this interaction is improved departmental productivity and efficiency by allowing significant time savings compared to the current In-Car System and available integrated Body Worn Cameras. Integrating systems is the key to managing them without becoming overly burdened in the process.

Evidence.com also allows for the upload of outside data aka "ala cart data" (only applies to the data which cannot be originally obtained through an Axon Device or mobile application) at a fixed cost. This "ala carte" fee would only be charged if we exceeded the 5TB of included "ala carte data" provided in the agreement.

The current In-Car System reached its five year technological life as of March 2017, and does not have an active support agreement with the vendor. The system needs to be replaced or updated, and does not have the level of automation, interactivity, and comprehensive digital evidence management tools or user interface offered by Axon Enterprise, Inc. These proprietary tools are projected to result in over 3,800 hours reduced time managing digital evidence annually when compared to the current methods.

The Axon Body Worn Camera System is currently deployed to all patrol officers and patrol supervisors thanks to a free full deployment pilot provided by Axon. Officers are familiar with this system because they have been using it daily for several months. Also, a month long field test of the Axon In-Car System was conducted and received high marks from user officers. Time is of the essence as the police department has negotiated significant reductions in this quote resulting in an annual savings of approximately \$43,500 or \$217,000 over five years. Axon has recently restructured their pricing, but has agreed to honor the quote provided before the restructuring until mid-December 2018.

Additionally, Information Services (IS) is currently in the process of upgrading in car computers, and will ultimately be installing special modems for these systems. These modems are the preferred modems for the Axon Mobile Video System. As a result, a portion of the remaining money from the budget will be utilized to purchase these modems by IS when the time comes addressing two separate projects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Public Safety & Community Relations Board (PSCR) supports the use of Body Worn Cameras. The State's Attorney's Office, who supports the use of Evidence.com and the tools it provides have been using the free Prosecutor's version of Evidence.com in unison with our pilot test and have been included in the process from the beginning.

Officers acknowledge any body worn camera program creates additional overhead. If they are going to be using body worn cameras, they support the use of Axon Body

Worn Cameras, Evidence.com, Axon mobile apps, and the Axon In-Car video System over another system. The Axon tools help to mitigate some of the extra overhead. Also, they are already trained in this system and using it daily. Detectives appreciate the efficient access Evidence.com provides.

FINANCIAL IMPACT: Council approved the Police Department budget of \$370,000 in the current fiscal year (FY 2019) for this project. \$29,203 will be paid from the Capital Lease-Capital Outlay Office & Computer account (40110139-72120) for purchase of initial hardware (docking stations and other accessories). \$144,876 will be paid from Police-Repair Maintenance Office & Computer Equipment account (10015110-70530), along with any additional costs due to "ala carte" storage, if it exceeds the 5TB included in the agreement. For each of the remaining four out years the cost will be \$144,876, which will be paid upon receipt of invoice each year if approved in the corresponding fiscal year's budget. The impact of costing for "ala carte" storage is expected to be minimal if any at all based on current usage over the last several months. The cost for "ala carte" storage is .75 cents per 1GB, based on the daily average usage calculated annually. Stakeholders can locate the Capital Lease portion of the purchase in the Budget Book titled "Other Funds & Capital Improvement" on pages 83 and 86. Stakeholders can locate the Police portion of the purchase in the Budget Book titled "Budget Overview & General Fund" on page 243.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Kenneth Bays, Assistant Chief of Police

Reviewed By: Clay Wheeler, Chief of Police

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Axon Enterprise, Inc. five year quote

- Limited Source Justification-
- Axon Sole Source Letter
- Axon Master Terms and Conditions Agreement



Axon Enterprise, Inc.
 17800 N 85th St.
 Scottsdale, Arizona 85255
 United States
 Phone: (800) 978-2737

Q-185517-43417.878JG

Issued: 11/13/2018

Quote Expiration: 12/14/2018

Account Number: 110842

Start Date: 02/28/2019
 Payment Terms: Net 30
 Delivery Method: Fedex - Ground

SALES REPRESENTATIVE

Jeff Goolsby
 Phone:
 Email: jgoolsby@axon.com
 Fax:

PRIMARY CONTACT

Kenneth Bays
 Phone: (309) 434-2350
 Email: kbays@cityblm.org

SHIP TO

Kenneth Bays
 Bloomington Police Dept. - IL
 305 S. EAST ST.
 Bloomington, IL 61701
 US

BILL TO

Bloomington Police Dept. - IL
 305 S. EAST ST.
 Bloomington, IL 61701
 US

Year 1 - BWC (Est. Ship Date 11/15/2018)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80082	UNLIMITED BWC BUNDLE: YEAR 1 PAYMENT	100	948.00	876.00	87,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	4,000	0.00	0.00	0.00
80052	CAD/RMS SERVICE ADD-ON: YEAR 1 PAYMENT	100	180.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	19	336.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	100	499.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	100	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	100	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	100	0.00	0.00	0.00
74008	AXON DOCK, 6 BAY + CORE, AXON BODY 2	19	1,495.00	1,495.00	28,405.00
70033	WALL MOUNT BRACKET, ASSY, EVIDENCE.COM DOCK	19	42.00	42.00	798.00
Subtotal					116,803.00
Estimated Shipping					0.00
Estimated Tax					0.00
Total					116,803.00

BWC Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
74001	AXON CAMERA ASSEMBLY, ONLINE, AXON BODY 2, BLK	3	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK	3	0.00	0.00	0.00
74021	MAGNET MOUNT, THICK OUTERWEAR, AXON RAPIDLOCK	3	0.00	0.00	0.00
11553	SYNC CABLE, USB A TO 2.5MM	3	0.00	0.00	0.00
				Subtotal	0.00
				Estimated Tax	0.00
				Total	0.00

Year 1 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80156	FLEET 2 UNLIMITED PACKAGE: YEAR 1 PAYMENT	37	1,548.00	1,548.00	57,276.00
Hardware					
71079	CAMERA SYSTEM, FRONT, FLEET 2	37	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	37	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	37	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	37	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	37	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	37	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	74	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	74	0.00	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO CAMERA, FLEET 2	74	0.00	0.00	0.00
74027	Axon Fleet Dongle	37	0.00	0.00	0.00
80186	5 YEAR TAP, FLEET 2 FRONT CAMERA SYSTEM	37	0.00	0.00	0.00
80187	5 YEAR TAP, FLEET 2 REAR CAMERA SYSTEM	37	0.00	0.00	0.00
80188	5 YEAR TAP, FLEET 2 REAR CAMERA CONTROLLER	37	0.00	0.00	0.00
74110	CABLE, CAT6 ETHERNET 25 FT, FLEET	37	0.00	0.00	0.00

Year 1 - Fleet (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Other					
No Router	No Router (Declined)	37	0.00	0.00	0.00
Services					
80131	TRAIN INSTALLER OR INSTALLATION FACILITY, PER DAY, PER SITE	1	2,500.00	0.00	0.00
WiFi Offload					
74074	WI-FI OFFLOAD SERVER HARDWARE	1	3,500.00	0.00	0.00
71039	WI-FI OFFLOAD, SOFTWARE LICENSE	1	600.00	0.00	0.00
74067	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 1 PAYMENT	1	0.00	0.00	0.00
Subtotal					57,276.00
Estimated Tax					0.00
Total					57,276.00

Fleet Spares

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware					
71079	CAMERA SYSTEM, FRONT, FLEET 2	1	0.00	0.00	0.00
71080	CAMERA MOUNT, FRONT, FLEET 2	1	0.00	0.00	0.00
71081	CAMERA SYSTEM, REAR, WITH MOUNT, FLEET 2	1	0.00	0.00	0.00
71082	CAMERA CONTROLLER, REAR, FLEET 2	1	0.00	0.00	0.00
71083	CONTROLLER MOUNT, REAR CAMERA, FLEET 2	1	0.00	0.00	0.00
70112	AXON SIGNAL UNIT	1	0.00	0.00	0.00
74024	BATTERY SYSTEM, AXON FLEET	2	0.00	0.00	0.00
71022	FLEET CABLE ASSEMBLY, POWER	2	0.00	0.00	0.00
71085	CABLE ASSEMBLY, BATTERY BOX TO CAMERA, FLEET 2	2	0.00	0.00	0.00
Subtotal					0.00
Estimated Tax					0.00
Total					0.00

Year 2 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80083	UNLIMITED BWC BUNDLE: YEAR 2 PAYMENT	100	948.00	876.00	87,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	4,000	0.00	0.00	0.00
80053	CAD/RMS SERVICE ADD-ON: YEAR 2 PAYMENT	100	180.00	0.00	0.00

Year 2 - BWC (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	19	336.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
				Subtotal	87,600.00
				Estimated Tax	0.00
				Total	87,600.00

Year 2 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80157	FLEET 2 UNLIMITED PACKAGE: YEAR 2 PAYMENT	37	1,548.00	1,548.00	57,276.00
WiFi Offload					
74068	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 2 PAYMENT	1	600.00	0.00	0.00
				Subtotal	57,276.00
				Estimated Tax	0.00
				Total	57,276.00

Year 3 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80084	UNLIMITED BWC BUNDLE: YEAR 3 PAYMENT	100	948.00	876.00	87,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	4,000	0.00	0.00	0.00
80054	CAD/RMS SERVICE ADD-ON: YEAR 3 PAYMENT	100	180.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	19	336.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
				Subtotal	87,600.00
				Estimated Tax	0.00
				Total	87,600.00

Year 3 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80158	FLEET 2 UNLIMITED PACKAGE: YEAR 3 PAYMENT	37	1,548.00	1,548.00	57,276.00

Year 3 - Fleet (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
WiFi Offload					
74069	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 3 PAYMENT	1	600.00	0.00	0.00
				Subtotal	57,276.00
				Estimated Tax	0.00
				Total	57,276.00

Year 4 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80085	UNLIMITED BWC BUNDLE: YEAR 4 PAYMENT	100	948.00	876.00	87,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	4,000	0.00	0.00	0.00
80055	CAD/RMS SERVICE ADD-ON: YEAR 4 PAYMENT	100	180.00	0.00	0.00
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	19	336.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
				Subtotal	87,600.00
				Estimated Tax	0.00
				Total	87,600.00

Year 4 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80159	FLEET 2 UNLIMITED PACKAGE: YEAR 4 PAYMENT	37	1,548.00	1,548.00	57,276.00
WiFi Offload					
74070	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 4 PAYMENT	1	600.00	0.00	0.00
				Subtotal	57,276.00
				Estimated Tax	0.00
				Total	57,276.00

Year 5 - BWC

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80086	UNLIMITED BWC BUNDLE: YEAR 5 PAYMENT	100	948.00	876.00	87,600.00
85110	EVIDENCE.COM INCLUDED STORAGE	4,000	0.00	0.00	0.00
80056	CAD/RMS SERVICE ADD-ON: YEAR 5 PAYMENT	100	180.00	0.00	0.00

Year 5 - BWC (Continued)

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages (Continued)					
87026	TASER ASSURANCE PLAN DOCK 2 ANNUAL PAYMENT	19	336.00	0.00	0.00
85035	EVIDENCE.COM STORAGE	1,000	0.75	0.00	0.00
				Subtotal	87,600.00
				Estimated Tax	0.00
				Total	87,600.00

Year 5 - Fleet

Item	Description	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages					
80160	FLEET 2 UNLIMITED PACKAGE: YEAR 5 PAYMENT	37	1,548.00	1,548.00	57,276.00
WiFi Offload					
74071	WI-FI OFFLOAD SOFTWARE MAINT, YEAR 5 PAYMENT	1	600.00	0.00	0.00
				Subtotal	57,276.00
				Estimated Tax	0.00
				Total	57,276.00
				Grand Total	753,583.00

Discounts (USD)

Quote Expiration: 12/14/2018

List Amount	974,153.00
Discounts	220,570.00
Total	753,583.00

**Total excludes applicable taxes and shipping*

Summary of Payments

Payment	Amount (USD)
Year 1 - BWC (Est. Ship Date 11/15/2018)	116,803.00
BWC Spares	0.00
Year 1 - Fleet	57,276.00
Fleet Spares	0.00
Year 2 - BWC	87,600.00
Year 2 - Fleet	57,276.00
Year 3 - BWC	87,600.00
Year 3 - Fleet	57,276.00
Year 4 - BWC	87,600.00
Year 4 - Fleet	57,276.00

Summary of Payments (Continued)

Payment	Amount (USD)
Year 5 - BWC	87,600.00
Year 5 - Fleet	57,276.00
Grand Total	753,583.00

STATEMENT OF WORK & CONFIGURATION DOCUMENT

Axon Fleet In-Car Recording Platform





This document details a proposed system design

Agency Created For: Bloomington Police Dept. - IL

Quote: Q-185517-43417.878JG

Sold By:	Jeff Goolsby
Designed By:	Matthew Karsten
Installed By:	Customer
Target Install Date:	

VEHICLE OVERVIEW

SITE NAME	CUSTOMER NAME	
Headquarters	Bloomington Police Dept. - IL	
<p>Total Configured Vehicles</p> <ul style="list-style-type: none"> • 37 Total Vehicles with this Configuration <p>Video Capture Sources</p> <ul style="list-style-type: none"> • 74 Total Cameras Deployed • 1 Axon Signal Unit(s) Per Vehicle <p>Mobile Data Terminal Per Vehicle</p> <ul style="list-style-type: none"> • 1 Located In Each Vehicle <p>Mobile Router Per Vehicle</p> <ul style="list-style-type: none"> • 1 Cradlepoint IBR900 Series <p>Offload Mechanism</p> <ul style="list-style-type: none"> • Wi-Fi <p>Evidence Management System</p> <ul style="list-style-type: none"> • Evidence.com 		 Axon Camera  Signal Unit  In-Car Router  Battery Box

SYSTEM CONFIGURATION DETAILS

The following sections detail the configuration of the Axon Fleet In-Car System

Vehicle Hardware

Vehicle Hardware	2	Axon Fleet Cameras will be installed in each vehicle
	2	Axon Fleet Battery Boxes will be installed in each vehicle
	1	Axon Signal Units will be installed in each vehicle
	1	Cradlepoint IBR900 Series router will be installed in each vehicle
Axon Battery Boxes	The battery box provides power to its connected camera for up to 4 hours allowing for video offload while the vehicle ignition state is OFF and the MDT is connected and available.	
Signal Activation Methods	When triggered, the Axon Signal Vehicle (ASV) device will activate the recording mechanism for all configured Axon cameras within 30 feet of the vehicle.	
Mobile Data Terminal	Each vehicle will be equipped with a Mobile Data Terminal provided by the customer.	
Mobile Data Terminal Requirements	<p>Operating System: Windows 7 or Windows 10 - x32 or x64 with the most current service packs and updates</p> <p>Hard Drive: Must have 25GB+ of free disk space</p> <p>RAM/Memory: Windows 7 - 4GB or greater Windows 10 - 8GB or greater</p> <p>Ethernet Port: The system requires the MDT to have one dedicated and available Ethernet port reserved for an Ethernet cable from router. The Ethernet port can be located on an electronic and stationary mobile docking station. If a docking station is used, it is the preferred location for the Ethernet port.</p> <p>Wi-Fi Card: The system requires an 802.11n compatible Wi-Fi card using 5Ghz band.</p> <p>USB Ports: If the computer is assigned to the officer and does not remain with the vehicle, then the number dongles ordered should equal the number of officers or the number of computers assigned. At least one dedicated and available USB 2.0 port for the Fleet USB dongle USB Port on MDT or Dock.</p>	

Additional Considerations	If the customer has a MiFi hotspot, embedded cellular, or USB 4G, then the customer must purchase a Cradlepoint router with an external antenna and Cradlecare. For agencies that use NetMotion Mobility, Axon traffic must be passed through; such that it does not use the Mobility VPN tunnel. Customer must provide IT and / or Admin resources at time of installation to ensure data routing if functional for Axon Fleet operation.	
	In the event an Agency is unable to support the IT requirements associated with the installation, Axon reserves the right to charge the Agency for additional time associated with on-site work completed by an Axon Employee.	
Hardware Provisioning	Customer will provide the following router for all vehicles:	Cradlepoint IBR900 Series
	The customer will provide a MDT for each vehicle	

In-Car Network Considerations

Network Requirements	Cradlepoint IBR900 Series will create a dedicated 5Ghz WiFi network within each vehicle. This network will join the Axon Fleet cameras and Mobile Data Terminal together.		
Network Addressing	IP Addressing		Total IPs Required
	Axon Fleet Cameras	74	148
	Mobile Data Terminal	37	
	Cradlepoint IBR900 Series	37	
Hardware Provisioning	Customer to provide all IP addressing and applicable network information		

Network Consideration Agreement

Network Consideration Agreement	Customer acknowledges the minimum requirements for the network to support this Statement of Work.
	All Axon employees performing services under this SOW are CJIS certified.
	If the network provided by Customer does not meet the minimum requirements, or in the event of a requested change in scope of the project, a Change Order will be required and additional fees may apply. Additional fees would also apply if Axon is required to extend the installation time for reasons caused by the customer or the customer network accessibility.

Professional Services & Training

<p>Project Management</p>	<p>Axon will assign a Project Manager that will provide the expertise to execute a successful Fleet camera deployment and implementation. The Project Manager will have knowledge and experience with all phases of the project management lifecycle and with all application modules being implemented. He/she will work closely with the customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables.</p>
<p>Vehicle Installation</p>	<p>Customer will be performing the installation of all Axon Fleet vehicle hardware. Installation services purchased from Axon include a "clip" and removal of existing in-car system hardware. This does not include "full removal" of existing wiring. A "full removal" of all existing hardware and wiring is subject to additional fees. Axon provides basic Fleet operation overview to the customer lead and/or Admin at the time of install.</p> <p>Clip vs Rip installation removal:</p> <ul style="list-style-type: none"> ○ It is necessary to differentiate between the type of equipment removal to be provided by Axon. Standard Fleet Installation includes hardware removal in a fashion considered "Clip" which means Axon cuts the wires from the old system without removing multiple panels, removing all wiring and parts from the old system. In the case Axon removes the hardware Axon is not responsible for the surplus of hardware or any devices that may have been physically integrated with the removed system. In some situations, radar systems are integrated with the in-car video system and have a cable that connects to the system, if Axon removes the old in car system then Axon is not responsible for the radar system as part of the removal. ○ A "Rip" removal should be contracted through ProLogic directly. The Rip would be similar to a complete and full removal, which is more common when they retire a vehicle from service.
<p>Custom Trigger Installation</p>	<p>Axon Signal Units have multiple trigger configuration options. Any trigger configurations that include a door or magnetic door switch are considered "custom" and may be subject to additional fees. An Axon representative has discussed with the Agency the standard triggers of the Fleet System. Those standard triggers include light-bar activation, speed, crash and gun-locks. The light-bar must have a controller to allow Axon to interface for the desired position, gun-locks must be installed with existing hardware in the vehicle. Doors are considered "CUSTOM" since they required additional hardware and time for installation, typically requiring the door may need to be taken apart for the installation.</p>
<p>Training</p>	<p>End-user go-live training provides individual device set up and configuration assistance, training on device use, Evidence.com and AXON View XL. End-user go-live training and support is not included in the installation fee scope.</p>

WiFi Offload Considerations

WiFi Offload Standards	There will be a maximum of 5 concurrent vehicles offloading at any given time.
	1 servers are required to facilitate the offload of in-car data to Evidence.com
	1 wireless access point(s) are required to facilitate the offload of data to Evidence.com
	When in proximity, the Cradlepoint IBR900 Series will connect to the agency's wireless access point(s) and initiate the upload of recorded video content
	Axon will not assume any responsibility for the management of/or configuration of an Axon Fleet compatible 3rd party router purchased by the Agency
	Upon completion of solution connectivity, meaning Axon Fleet is operational and appropriately connected to the Agency's WAP/Network Infrastructure, the Agency will then assume responsibility for their network workflow.
	In the event the Agency has a VPN/APN, Axon requires the appropriate Administrator of the Agency be present during the entire installation of Fleet.
	In the event the Agency is using Wi-Fi Offload and a WOS server is being used, Axon requires the appropriate Administrator of the Agency be present for the installation of Fleet in the initial vehicle.
	Customer will provide all wireless access points for installation.
	Axon will provide all server(s) for this installation.
	Customer will provide the data switch for this installation.
	Customer will provide the server rack for this installation.
	Customer will provide the KVM, monitor and mouse for this installation.
	Customer will provide the Uninterruptible Power Supply (UPS) for this installation.
Servers will maintain a Sustained Disk Write Speed of Mbps.	
An Axon representative will provide the Agency detailed instructions for the WOS server setup and configuration (to include racking the server, setup of the server, and configuration of Axon WOS Software and Microsoft IIS Server). It is the responsibility of the Agency to ensure the WOS Server(s) are operational before the scheduled deployment date. Axon will provide remote assistance per the Agency's request.	

Network Considerations

Agency Provided Metrics	Camera Bitrate (see Comments)	7	Mbps	
	Shifts per Day	3	Shifts	
	Maximum Offline Time	2	Days	
	Hours Of video Recorded Per Shift	3	Hours	
	Number of Vehicles per Shift at Site	37	Vehicles	
	Max Concurrent Vehicles Offloading	5	Vehicles	
	Available Internet Upload Bandwidth	100	Mbps	
Variables	Vehicle Offload Time	30	Minutes	
	Wi-Fi Overhead	1	Percent	
	Network Protocol Overhead	1	Percent	
	Max Storage Utilization %	1	Percent	
Results	Data Size per Vehicle / Shift	9450	MB	

Network Considerations

Results	Required Throughput Per Verhicle	42	Mbps	
	Minimum Wi-Fi Speed	42	Mbps	
	Total Data per Shift	341.46	GB	
	Total Data per Day	1024.37	GB	
	Total Offload Bandwidth	210	Mbps	
	Total Storage	20487304.69	GB	
	Required Sustained Network Bandwidth	307	Mbps	
	Sustained Disk Write Speed	26	Mbps	
	Min. Supportable Throughput to E.com	97.13	Mbps	
	E.com Throughput Difference	2.88	Mbps	

This device has not been authorized as required by the rules of the Federal Communications Commission. The sale of this device is therefore subject and conditional to the approval of the Federal Communications Commission. The device will comply with the appropriate rules upon sale and before delivery or distribution of the device.

Axon's Sales Terms and Conditions

the negotiated

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to Jeff Goolsby at jgoolsby@axon.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-185517-43410.203JG

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LIMITED SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A - LIMITED SOURCE PURCHASE:

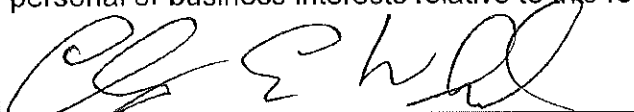
Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility,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

Vendor Name & #: Axon Enterprise, Inc. #1514	Amount: \$ 174,079.00	Date: 11/26/2018
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Description of item/service: 100 Axon Body Worn Cameras, 37 Axon Fleet Squad Car Camera systems, 140 Licenses to Evidence.com, 19-6 Bay Charging/Docking Stations, 19 Mounting Brackets, Axon Capture/View Apps for all users, Unlimited fixed cost secure cloud storage for device or app collected data.

Justification- Explain why this vendor is the only vendor that can perform this work: Since 2003, the Bloomington Police Department has been using Taser Conducted Energy Weapons manufactured by Axon Enterprise, Inc.; having most recently purchased replacements for all officers. The Taser weapon has proven to be a reliable product and is currently managed inside of Evidence.com (proprietary web based digital evidence storage system). Axon also manufactures Body Worn Cameras (Axon 2), specialized user apps (Axon Capture, Axon View), and In-car camera systems (Axon Fleet), which all use Evidence.com by automatically uploading any digital evidence from the field or to the proprietary docking stations to Evidence.com. The devices use metadata which in turn is processed inside Evidence.com to improve the usefulness of the files and promote efficiency in evidence management. The comprehensive interaction of the Taser Weapons, body worn cameras, in-car video system and Evidence.com is essential to effectively managing the digital evidence. The addition of the body worn cameras and in-car system would better streamline processes and provide substantial time savings by providing effective tools for evidence management.

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


(Name and Signature of Department Head)

11/13/18
Date

SECTION C - TO BE COMPLETED BY PROCUREMENT OFFICE:

Based on the information provided in Section A and attached supporting documents,

I concur / do not concur (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):


Name and Signature of Purchasing Agent or Designee

11/15/18
Date



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

To: United States federal, state, local and municipal law enforcement agencies

Re: Sole Source Letter for Axon Enterprise, Inc.'s Axon brand products and Evidence.com Data Management Solutions¹

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise.

Axon Digital Evidence Solution Description

Axon Flex 2 Video Camera (DVR)

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens. 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket
- Compatible with Axon Signal technology

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

¹ Axon is also the sole developer and offeror of the Evidence.com data management services. Evidence.com is both a division of Axon and a data management product solution offered by Axon. Evidence.com is not a separate corporate entity.



17800 N 85TH STREET
SCOTTSDALE, ARIZONA 85255

AXON.COM

Axon Fleet 2 Camera

- Fully integrated with Evidence.com services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Evidence.com.
- Immediate upload to Evidence.com of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Evidence.com services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and



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- interview room video are managed as part of the same case in Evidence.com
- Dual integration of on-officer camera and interview room camera with Evidence.com digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Evidence.com services through Internet connection
- No computer necessary for secure upload to Evidence.com
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 NO.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Evidence.com Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Evidence.com via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Evidence.com is protected from local malware that may penetrate agency infrastructure



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- **Stability:** Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Evidence.com and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Evidence.com for Prosecutors

- All the benefits of the standard Evidence.com services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Evidence.com services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Evidence.com account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for IOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Professional Services

- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Customer Support

- Online and email-based support available 24/7
- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7



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- Remote-location troubleshooting



Axon Brand Model Numbers

1. Axon Flex 2 Cameras:
 - Axon Flex 2 Camera (online) Model: 11528
 - Axon Flex 2 Camera (offline) Model: 11529
2. Axon Flex 2 Controller Model: 11532
3. Axon Flex 2 USB Sync Cable Model: 11534
4. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48" (1.2 m)
5. Axon Flex 2 Camera Mounts:
 - Oakley Flak Jacket Kit Model: 11544
 - Collar Mount Model: 11545
 - Oakley Clip Model: 11554
 - Epaulette Mount Model: 11546
 - Ballcap Mount Model: 11547
 - Ballistic Vest Mount Model: 11555
6. Universal Helmet Mount Model: 11548
7. Axon Body 2 Camera Model: 74001
8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
 - Z-Bracket, Men's, Axon RapidLock Model: 74018
 - Z-Bracket, Women's Axon RapidLock Model: 74019
 - Magnet, Flexible, Axon RapidLock Model: 74020
 - Magnet, Outerwear, Axon RapidLock Model: 74021
 - Small Pocket, 4" (10.1 cm), Axon RapidLock Model: 74022
 - Large Pocket, 6" (15.2 cm), Axon RapidLock Model: 74023
 - MOLLE Mount, Single, Axon RapidLock Model: 11507
 - MOLLE Mount, Double, Axon RapidLock Model: 11508
 - Belt Clip Mount, Axon RapidLock Model: 11509
9. Axon Fleet Camera
 - Axon Fleet 2 Front Camera: 71079
 - Axon Fleet 2 Front Camera Mount: 71080
 - Axon Fleet 2 Rear Camera: 71081
 - Axon Fleet 2 Rear Camera Controller: 71082
 - Axon Fleet 2 Rear Camera Controller Mount: 71083
 - Axon Fleet Battery System: 74024



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- Axon Fleet Bluetooth Dongle: 74027
10. Axon Signal Unit Model: 70112
 11. Axon Dock Models:
 - Axon Dock – Individual Bay and Core for Axon Flex 2
 - Axon Dock – 6-Bay and Core for Axon Flex 2
 - Individual Bay for Axon Flex 2 Model: 11538
 - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
 - Wall Mount Bracket Assembly for Axon Dock: 70033
 - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
 - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
 - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
 12. Axon Signal Performance Power Magazine (SPPM) Model: 70116

Axon Product Packages

1. Officer Safety Plan: includes a CEW, Axon camera and Dock upgrade, and Evidence.com license and storage. See your Sales Representative for further details and Model numbers.
2. TASER Assurance Plan (TAP): Hardware extended coverage, Spare Products (for Axon cameras), and Upgrade Models, for the Axon Flex camera and controller, Axon Body camera, and Axon Dock. (The TAP is available only through Axon Enterprise, Inc.)

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND PRODUCTS
<p style="text-align: center;">Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>	<p style="text-align: center;">Axon Enterprise, Inc. 17800 N. 85th Street, Scottsdale, AZ 85255 Phone: 480-905-2000 or 800-978-2737 Fax: 480-991-0791</p>

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.



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Sincerely,

A handwritten signature in black ink, appearing to read 'Josh Isner', written over a horizontal line.

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

Android is a trademark of Google, Inc., Bluetooth is a trademark of the Bluetooth SIG, Flak Jacket is a trademark of Oakley, Inc, iPod Touch is a trademark of Apple Inc, IOS is a trademark of Cisco, LTE is a trademark of the European Telecommunications Standards Institute, Shoei is a trademark of Shoei Co., Ltd., VELCRO is a trademark of Velcro Industries, B.V., and Wi-Fi is a trademark of the Wi-Fi Alliance.

▲, ▲ AXON, Axon, Axon Body, Axon Body 2, Axon Capture, Axon Dock, Axon Fleet, Axon Fleet 2, Axon Flex, Axon Flex 2, Axon Interview, Axon RapidLock, Axon Signal, Axon Signal Sidearm, Axon Signal Vehicle, Axon View, Evidence.com, X2, X26P, and TASER are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and the Agency listed on the Quote (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement, the Parties agree as follows:

1 Term. This Agreement will commence on the Effective Date and will remain in full force and effect for 5 years or until extended by both Parties or terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 Definitions.

“Confidential Information” means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

“Evidence.com Service” means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

“Products” means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

“Quote” is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency’s purchase order in response to the Quote will be null and void and shall have no force or effect.

“Services” means all services provided by Axon pursuant to this Agreement.

3 Payment Terms. Axon invoices upon shipment, unless otherwise specified in the Quote. Payments for each year of the contract shall be invoiced by Axon annually. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys’ fees.

4 Taxes. Unless Axon is provided with a valid and correct tax exemption certificate applicable to the

purchase and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

5 Shipping; Title; Risk of Loss; Rejection. Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.

6 Returns. All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.

7 Warranties.

7.1 Hardware Limited Warranty. Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.2 Warranty Limitations.

7.21 The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.

7.22 **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above**

and limited by the other provisions contained in this Agreement.

7.23 Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed One Million Dollars (\$1,000,000). In no event will either Party be liable for any special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 **Warranty Returns.** If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines to be defective subject to the Section 7.2 above, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 **Product Warnings.** See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 **Design Changes.** Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 **Insurance.** Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 **Indemnification.** Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 **IP Rights.** Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

13 IP Indemnification. Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

14 Agency Responsibilities. The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 Termination.

15.1 By Either Party. Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

15.2 By Agency. The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

15.3 Effect of Termination. Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings,

Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term, for a reason other than due to Axon's failure to cure a material breach or default, then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30 days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

16.1 Confidentiality. Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. Notwithstanding the above, Axon retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, Axon has a duty to provide shareholders with information on material agreements. Axon recognizes that Agency is a municipality and, therefore, may be obligated to release this contract or additional related information per the Freedom of Information Act (FOIA).

16.2 Excusable delays. Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.

16.3 Force Majeure. Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.

16.4 Proprietary Information. The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.

16.5 Independent Contractors. The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

16.6 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary

rights in any individual or entity that is not a party to this Agreement.

- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.
- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re-import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to an affiliate or subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement



must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com

Agency: City of Bloomington
Attn: City Manager
(Copy to: Corporation Counsel)
109 E. Olive Street
Bloomington, Illinois 61701
legal@cityblm.org

16.15 Entire Agreement. This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.

16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

City of Bloomington

Signature: _____
Name: _____
Title: _____
Date: _____

Signature: _____
Name: _____
Title: _____
Date: _____

Evidence.com Terms of Use Appendix

1 **Evidence.com Subscription Term.** The Evidence.com Subscription Term will begin after shipment of the Axon body worn cameras. If shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Evidence.com Subscription begins upon the shipment of the first phase. For purchases that consist solely of Evidence.com licenses, the Subscription will begin upon the Effective Date.

2 **Access Rights. “Agency Content”** means software, data, text, audio, video, images or other Agency content or any of the Agency’s end users (a) run on the Evidence.com Service, (b) cause to interface with the Evidence.com Service, or (c) upload to the Evidence.com Service under the Agency account or otherwise transfer, process, use or store in connection with the Agency account. Upon the purchase or granting of a subscription from Axon and the opening of an Evidence.com account, the Agency will have access and use of the Evidence.com Service for the storage and management of Agency Content during the Evidence.com Subscription Term.

The Evidence.com Service and data storage are subject to usage limits. The Evidence.com Service may not be accessed by more than the number of end users specified in the Quote. If Agency becomes aware of any violation of this Agreement by an end user, the Agency will immediately terminate that end user’s access to Agency Content and the Evidence.com Services. For Evidence.com Lite licenses, the Agency will have access and use of Evidence.com Lite for only the storage and management of data from TASER CEWs and the TASER CAM during the subscription Term. The Evidence.com Lite Service may not be accessed to upload any non-TASER CAM video or any other files.

3 **Agency Owns Agency Content.** The Agency controls and owns all right, title, and interest in and to Agency Content and except as otherwise outlined herein, Axon obtains no interest in the Agency Content, and the Agency Content are not business records of Axon. The Agency is solely responsible for the uploading, sharing, withdrawal, management and deletion of Agency Content. Axon will have limited access to Agency Content solely for providing and supporting the Evidence.com Service to the Agency and Agency end users. The Agency represents that the Agency owns Agency Content; and that none of Agency Content or Agency end users’ use of Agency Content or the Evidence.com Service will violate this Agreement or applicable laws.

4 **Evidence.com Data Security.**

4.1. Generally. Axon will implement commercially reasonable and appropriate measures designed to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive Information Security Program (ISP) that includes logical and physical access management, vulnerability management, configuration management, incident monitoring and response, encryption of digital evidence uploaded, security education, risk management, and data protection. The Agency is responsible for maintaining the security of end user names and passwords and taking steps to maintain appropriate security and access by end users to Agency

Content. Login credentials are for Agency internal use only and Agency may not sell, transfer, or sublicense them to any other entity or person. The Agency agrees to be responsible for all activities undertaken by the Agency, Agency employees, Agency contractors or agents, and Agency end users that result in unauthorized access to the Agency account or Agency Content. Audit log tracking for the video data is an automatic feature of the Services that provides details as to who accesses the video data and may be downloaded by the Agency at any time. The Agency shall contact Axon immediately if an unauthorized third party may be using the Agency account or Agency Content or if account information is lost or stolen.

4.2. FBI CJS Security Addendum. Axon agrees to the terms and requirements set forth in the Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJS) Security Addendum for the Term of this Agreement.

5. Axon's Support. Axon will make available updates as released by Axon to the Evidence.com Services. The Agency is responsible for maintaining the computer equipment and Internet connections necessary for use of the Evidence.com Services.

5.1. Support of Android Applications. For Android applications, including Axon View, Axon Device Manager, and Axon Capture, Axon will use reasonable efforts to continue supporting previous version of such applications for 45 days after the change. In the event Agency does not update their Android application to the most current version within 45 days of release, Axon may disable the application or force updates to the non-supported application.

6. Data Privacy. Axon will not disclose Agency Content or any information about the Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content so the Agency may file an objection with the court or administrative body. The Agency agrees to allow Axon access to certain information from the Agency in order to: (a) perform troubleshooting services upon request or as part of Axon's regular diagnostic screenings; (b) enforce this agreement or policies governing use of Evidence.com Services; or (c) perform analytic and diagnostic evaluations of the systems.

7. Data Storage. Axon will determine the locations of the data centers in which Agency Content will be stored and accessible by Agency end users. For United States customers, Axon will ensure that all Agency Content stored in the Evidence.com Services remains within the United States, including any backup data, replication sites, and disaster recovery sites. Axon may transfer Agency Content to third parties for the purpose of storage of Agency Content. Third party subcontractors responsible for storage of Agency Content are contracted by Axon for data storage services. Ownership of Agency Content remains with the Agency.

For use of an Unlimited Evidence.com License, unlimited data may be stored in the Agency's Evidence.com account only if the data originates from an Axon Body Worn Camera or Axon Capture device. Axon reserves the right to charge additional fees for exceeding purchased storage amounts or for Axon's assistance in the downloading or exporting of Agency Content. Axon may place into archival storage any data stored in the Agency's Evidence.com accounts that has not been viewed or accessed for 6 months. Data stored in

archival storage will not have immediate availability, and may take up to 24 hours to access.

8 Suspension of Evidence.com Services. Axon may suspend Agency access or any end user's right to access or use any portion or all of the Evidence.com Services immediately upon notice, in accordance with the following:

8.1. The Termination provisions of the Master Service Agreement apply;

8.2. The Agency or an end user's use of or registration for the Evidence.com Services (i) poses a security risk to the Evidence.com Services or any third party, (ii) may adversely impact the Evidence.com Services or the systems or content of any other customer, (iii) may subject Axon, Axon's affiliates, or any third party to liability, or (iv) may be fraudulent;

8.3. If Axon suspends the right to access or use any portion or all of the Evidence.com Services, the Agency remains responsible for all fees and charges incurred through the date of suspension without any credits for any period of suspension. Axon will not delete any of Agency Content on Evidence.com as a result of a suspension, except as specified elsewhere in this Agreement.

9 Software Services Warranty. Axon warrants that the Evidence.com Services will not infringe or misappropriate any patent, copyright, trademark, or trade secret rights of any third party. Axon disclaims any warranties or responsibility for data corruption or errors before the data is uploaded to the Evidence.com Services.

10 License Restrictions. Neither the Agency nor any Agency end users (including, without limitation, employees, contractors, agents, officers, volunteers, and directors), may, or may attempt to: (a) permit any third party to access the Evidence.com Services, except as permitted in this Agreement; (b) modify, alter, tamper with, repair, or otherwise create derivative works of any of the Evidence.com Services; (c) reverse engineer, disassemble, or decompile the Evidence.com Services or apply any other process or procedure to derive the source code of any software included in the Evidence.com Services, or allow any others to do the same; (d) access or use the Evidence.com Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas; (e) copy the Evidence.com Services in whole or part, except as expressly permitted in this Agreement; (f) use trade secret information contained in the Evidence.com Services, except as expressly permitted in this Agreement; (g) resell, rent, loan, or sublicense the Evidence.com Services; (h) access the Evidence.com Services in order to build a competitive product or service or copy any features, functions, or graphics of the Evidence.com Services; (i) remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within the Evidence.com Services or any copies of the Evidence.com Services; or (j) use the Evidence.com Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, to store or transmit material in violation of third party privacy rights, or to store or transmit malicious code. All licenses granted in this Agreement are conditional on continued compliance this Agreement, and will immediately and automatically terminate if the Agency does not comply with any term or condition of this Agreement. The Agency may only use Axon's trademarks in accordance with the Axon Trademark Use Guidelines (located at www.axon.com).

11 After Termination. Axon will not delete any Agency Content as a result of a termination

during a period of 90 days following termination. During this 90-day period the Agency may retrieve Agency Content only if all amounts due have been paid (there will be no application functionality of the Evidence.com Services during this 90-day period other than the ability to retrieve Agency Content). However, if the parties are in dispute over the amounts owed, Axon will not delete or remove Agency Content for 180 days following termination. The Agency will not incur any additional fees if Agency Content is downloaded from Evidence.com during this 90-day period. Axon has no obligation to maintain or provide any Agency Content after this 90-day period and will thereafter, unless legally prohibited delete all of Agency Content stored in the Evidence.com Services. Upon request, Axon will provide written proof that all Agency Content has been successfully deleted and fully removed from the Evidence.com Services.

12 **Post-Termination Assistance.** Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's Data Egress Services, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

Technology Assurance Plan Appendix

The Technology Assurance Plan (“TAP”) is an optional plan the Agency may purchase. TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 1 TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon’s Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon’s sole option.
- 4 Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one TASER X26P or X2 CEW, with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the X26P or X2 CEW, battery and holster by providing a \$0 purchase order. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b)

only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5** **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.
- 6** **TAP for Axon Body Worn Cameras.** If the Agency purchases 3 years of Evidence.com Unlimited Licenses or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a new Axon body worn camera (**Body Worn Upgrade Model**) 3 years after the TAP Term begins. If the Agency purchases 5 years of Evidence.com Unlimited Licenses, OSP, or TAP as a stand-alone service and makes all payments, Axon will provide the Agency with a Body Worn Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins.
- 6.1. TAP as a stand-alone.** If the Agency purchased TAP for Axon cameras as a stand-alone service, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera that is the same Product or a like Product, at Axon's sole option. Axon makes no guarantee that the Body Worn Upgrade Model will utilize the same accessories or Dock. If the Agency would like to change product models for the Body Worn Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Body Worn Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Body Worn Upgrade Model.
- 6.2. OSP or Unlimited TAP.** If the Agency purchased an Unlimited License or OSP, then Axon will upgrade the Axon camera (and controller if applicable), free of charge, with a new on-officer video camera of the Agency's choice.
- 7** **TAP Dock Upgrade Models.** If the Agency purchased TAP for the Axon Docks, or if the Agency purchased OSP, Axon will upgrade the Dock free of charge, with a new Dock with the same number of bays that is the same product or a like product, at Axon's sole option (**Dock Upgrade Model**). If the Agency purchased 3 years of Dock TAP, Axon will provide the Dock Upgrade Model 3 years after the TAP term begins. If the Agency purchased 5 years of Dock TAP, Axon will provide the Dock Upgrade Model 2.5 years after the TAP Term begins and once again 5 years after the TAP Term begins. If the Agency would like to change product models for the Dock Upgrade Model or add additional bays, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Dock Upgrade Model and the MSRP for the model desired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered Dock Upgrade Model.
- 8** **TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is

terminated. Once TAP coverage is terminated for any reason, then:

- 8.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 8.2.** Axon will not and has no obligation to provide the free upgrades.
- 8.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 8.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.

Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Axon Fleet Appendix applies.

- 1** **Axon Fleet Evidence.com Subscription Term.** The Evidence.com Subscription for Axon Fleet will begin after the first shipment of the Axon Fleet hardware (**Axon Fleet Subscription**) if shipped in 1st half of the month, the start date is on the 1st of the following month. If shipped in the last half of the month, the start date is on the 15th of the following month. For phased deployments, the Axon Fleet Subscription begins upon the shipment of the first phase, and subsequent phases will begin upon shipment of that phase.
- 2** **Agency Responsibilities.** The Agency is responsible for ensuring its infrastructure and vehicles adhere to the minimum requirements needed to effectively operate Axon Fleet as established by Axon during the on-site assessment at the Agency's facility and/or in Axon's technical qualifying questions. The Quote is based upon the Agency's accurate representation of its infrastructure. Any inaccuracies the Agency provides to Axon regarding the Agency's infrastructure and vehicles may subject the Quote to change. All Quote changes must be agreed upon by both parties in writing.
- 3** **Warranty Coverage.** Axon's standard Hardware Warranty applies to Axon Fleet when installed by Axon trained personnel.

 - 3.1.** If the Agency chooses (i) to install the Axon Fleet cameras and related hardware on its own without "train the trainer" services provided by Axon nor does not follow instructions provided by Axon during "train the trainer services", or (ii) a third party to install the hardware (collectively, **Third Party Installer**), Axon will not be responsible for Third Party Installer's failure to follow instructions relating to the implementation and use of Axon Fleet hardware, including (a) any degradation in performance that does not meet Axon's specifications or (b) any damage to the Axon Fleet hardware that occurs from such Third Party Install.
 - 3.2.** Additional charges for Axon services may apply in the event Axon is required to (a) replace hardware that is damaged because of a Third Party Installer; (b) provide extensive remote support or (c) send Axon personnel to the Agency's site to replace hardware damaged by a Third Party Installer.

If Agency utilizes a Third Party Installer or their own IT infrastructure, Axon is not responsible for any system failure, including but not limited to, the failure of the Axon Fleet hardware to operate in accordance with Axon's specifications.

- 4** **Fleet Wireless Offload Service.**

 - 4.1.** **License Grant.** Axon grants a non-exclusive, royalty-free, worldwide perpetual right and license to use Fleet Wireless Offload Software (**Fleet WOS**), where "use" and "using" in this Agreement mean storing, loading, installing, or executing Fleet WOS exclusively for data communication with Axon Products for the number of server licenses purchased.
 - 4.2.** **License Start Date.** The Fleet WOS term will begin upon the start of the Axon Fleet Evidence.com Subscription.
 - 4.3.** **License Restrictions.** The Agency may not use Fleet WOS in any manner or for any

purpose other than as expressly permitted by this Agreement. The Agency may not: (a) modify, alter, tamper with, repair, or otherwise create derivative works of Fleet WOS; (b) reverse engineer, disassemble, or decompile Fleet WOS or apply any other process or procedure to derive the source code of Fleet WOS, or allow any others to do the same; (c) access or use Fleet WOS in a way intended to avoid incurring fees or exceeding usage limits or quotas; (d) copy Fleet WOS in whole or part, except as expressly permitted in this Agreement; (e) use trade secret information contained in Fleet WOS, except as expressly permitted in this Agreement; (f) resell, rent, loan or sublicense Fleet WOS; (g) access Fleet WOS in order to build a competitive product or service or copy any features, functions or graphics of Fleet WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Fleet WOS or any copies of Fleet WOS. All licenses granted in this Agreement are conditional on continued compliance with this Agreement, and will immediately terminate if the Agency does not comply with any term or condition of this Agreement.

4.4. Updates. If the Agency purchases maintenance for Fleet WOS, Axon will make available updates and error corrections (**WOS Updates**) to Fleet WOS. WOS Updates may be provided electronically via the Internet or via media as determined solely by Axon. It is the Agency's responsibility to establish and maintain adequate access to the Internet in order to receive the updates. The Agency is responsible for maintaining the computer equipment necessary for use of Fleet WOS. The maintenance term will be detailed in the Quote.

4.5. Fleet WOS Support. If the Agency has purchased Fleet WiFi Services, upon request by Axon, the Agency will provide Axon with access to the Agency's store and forward servers for the sole purpose of troubleshooting and maintenance.

5 Axon Fleet Unlimited Storage. For use of an Axon Fleet Unlimited Evidence.com License, unlimited data may be stored as part of the Axon Fleet unlimited storage only if the data originates from Axon Fleet hardware.

6 Axon Fleet Unlimited. Axon Fleet Unlimited is a 5-year term. If the Agency purchases Axon Fleet Unlimited, the Axon Fleet camera hardware is covered by a 4-year extended warranty. Axon will also provide the Agency with a new front Axon Fleet camera and a new rear Axon Fleet camera that is the same Product or a like Product, at Axon's sole option as to the model provided (**Axon Fleet Upgrade Model**), 5 years after the start of the Axon Fleet Subscription. The Agency may elect to receive the Axon Fleet Upgrade Model anytime in the 5th year of the Axon Fleet Subscription Term so long as the final Axon Fleet Unlimited payment has been made.

If the Agency would like to change product models for the Axon Fleet Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered Axon Fleet Upgrade Model and the MSRP for the model desired. The Agency will be responsible for the installation of any Axon Fleet Upgrade Models received from Axon.

7 Fleet Unlimited Termination. If an invoice for Axon Fleet Unlimited is more than 60 days past due or the Agency defaults on its payments for the Evidence.com Services then Axon may

terminate Axon Fleet Unlimited and all outstanding Product related to Axon Fleet Unlimited. Axon will provide notification that Axon Fleet Unlimited coverage is terminated. Once Axon Fleet Unlimited coverage is terminated for any reason, then:

- 7.1. Axon Fleet Unlimited coverage will terminate as of the date of termination and no refunds will be given.
- 7.2. Axon will not and has no obligation to provide the free Axon Fleet Upgrade Models.
- 7.3. The Agency will be invoiced for, and is obligated to pay to Axon, the MSRP then in effect for all Spare Products provided under Axon Fleet Unlimited. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 7.4. The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Axon Fleet Unlimited.

Axon Integration Services Appendix

If CAD/RMS Service is included on the Quote, this Axon Integration Services Appendix applies.

- 1 **Term.** The term of this Appendix commences on the Effective Date. The actual work to be performed by Axon is not authorized to begin until Axon receives the signed Quote or a purchase order for the services described in this Appendix (**Integration Services**), whichever is first.
- 2 **Scope of Integration Services.** The project scope will consist of the development of an integration module that allows the Evidence.com Service to interact with the Agency's Computer-Aided Dispatch (**CAD**) or Records Management Systems (**RMS**), so that Agency's

licensees may use the integration module to automatically tag the Axon recorded videos with a case ID, category, and location. The integration module will allow the Integration Module License holders to auto populate the Axon video meta-data saved to the Evidence.com Service based on data already maintained in the Agency's CAD or RMS. Axon is responsible to perform only the Integration Services described in this Appendix and any additional services discussed or implied that are not defined explicitly by this Appendix will be considered outside the scope of this Agreement and may result in additional fees.

3 **Pricing.** All Integration Services performed by Axon will be rendered in accordance with the fees and payment terms set forth in the Quote. The Agency must purchase Axon Integration licenses for every Evidence.com user in the Agency, even if the user does not have an Axon body camera.

4 **Delivery of Integration Services.**

4.1. Support After Completion of the Integration Services. After completion of the Integration Services and acceptance by the Agency, Axon will provide up to 5 hours of remote (phone or Web-based) support services at no additional charge to the Agency. Axon will also provide support services that result because of a change or modification in the Evidence.com Service at no additional charge as long as the Agency maintains Evidence.com subscription licenses and Integration Module Licenses, and as long as the change is not required because the Agency changes its CAD or RMS. Thereafter, any additional support services provided to the Agency will be charged at Axon's then current standard professional services rate.

4.2. Changes to Services. Changes to the scope of the Integration Services must be documented and agreed upon by the Parties in a change order. If the changes cause an increase or decrease in any charges or cause a scheduling change from that originally agreed upon, an equitable adjustment in the charges or schedule will be agreed upon by the Parties and included in the change order, signed by both Parties.

4.3. Warranty. Axon warrants that it will perform the Integration Services in a good and workmanlike manner.

5 **Agency's Responsibilities.** Axon's successful performance of the Integration Services depends upon the Agency's:

5.1. Making available its relevant systems, including its current CAD or RMS, for assessment by Axon (including making these systems available to Axon via remote access if possible);

5.2. Making any required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of the Integration Services;

5.3. Providing access to the building facilities and where Axon is to perform the Integration Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Integration Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Integration Services);

5.4. Providing all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) necessary for Axon to provide the

Integration Services;

- 5.5. Promptly installing and implementing any and all software updates provided by Axon;
- 5.6. Ensuring that all appropriate data backups are performed;
- 5.7. Providing to Axon the assistance, participation, review and approvals and participating in testing of the Integration Services as requested by Axon;
- 5.8. Providing Axon with remote access to the Agency's Evidence.com account when required for Axon to perform the Integration Services;
- 5.9. Notifying Axon of any network or machine maintenance that may impact the performance of the integration module at the Agency; and
- 5.10. Ensuring the reasonable availability by phone or email of knowledgeable staff and personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Integration Services).

6 **Authorization to Access Computer Systems to Perform Services.** Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing the Integration Services. Axon will work diligently to identify as soon as reasonably practicable the resources and information Axon expects to use, and will provide an initial itemized list to Agency. Agency is responsible for, and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

The “Delta Logo,” the “Axon + Delta Logo,” Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Finance Department

SUBJECT: Consideration of approving the 2018 Tax Levy estimate for the City of Bloomington and the Bloomington Public Library, as requested by the Finance Department.

RECOMMENDATION/MOTION: The City Council estimate the Property Tax Levy to be (1) \$20,286,384 for the City of Bloomington; and (2) \$4,871,840 for the Bloomington Public Library.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND:

The calculation of the rate is produced by taking the numerator the tax levy, a fixed amount, and dividing that into the EAV (equalized assessed value). The Final EAV will not be produced until January 1st, 2019; therefore, the City must adopt its levy based on preliminary estimates.

The City and Library use the preliminary EAV provided by the Bloomington Township for the upcoming tax year. This year the preliminary EAV is \$1,880,282,251.

$$\text{Tax formula: } \frac{\text{Dollar Requested/Levied}}{\text{Preliminary EAV}} = \frac{\text{Amount}}{\text{Rate}} = \text{Tax}$$

City of Bloomington

$$\begin{array}{l} \text{2018 Proposed Tax Levy} \\ \$ 20,286,384 \\ \$ 1,880,282,251 \end{array} = 1.0789\% - \text{prior year } 1.0797\%$$

Bloomington Public Library

	<u>\$ 4,871,840</u>	
2018 Proposed Tax Levy	\$	= .25910% - prior year .2596%
	1,880,282,251	

Combined

	<u>\$ 25,158,224</u>	
2018 Proposed Tax Levy	\$	= 1.3380% - prior year 1.3392%
	1,880,282,251	

City Levy Request of \$20,286,384:

The City proposes no increase in rate for this year's Levy. The City's estimated Preliminary effective tax rate will actually decrease from 1.0797% to 1.0789%. See Exhibit 1. This rate change would essentially have no effect (cost neutral) on a \$165,000 home owner's property tax; if the valuation of the home were to stay constant year to year at 165K. See Exhibit 2.

An increase in Preliminary EAV will enable the City to capture \$225K in revenue growth without increasing the rate. Realizing this growth allows the City to keep pace with the rising costs of maintaining the City's infrastructure.

Library Levy Request of \$4,871,840:

The Library proposes no increase in rate for this year's Levy. The Library's estimated Preliminary effective tax rate will actually decrease from .2596% to .2591%. See Exhibit 1. This rate change would essentially have no effect (cost neutral) on a \$165,000 home owner's property tax; if the valuation of the home were to stay constant year to year at 165K. See Exhibit 2.

An increase in Preliminary EAV will enable the Library to capture \$48K in revenue growth without increasing the rate. The Library relies primarily on the tax levy as its source of funding. Year after year, the Library staff and the Library Board strive to run an efficient budget by looking for ways to reduce expenses and to do more with less. The FY2020 budget continues to run lean, reflecting this minimal levy increase. See Exhibit 3.

Tax Levy Procedure:

According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an *estimated* tax levy not less than 20 days prior to the adoption of the final tax levy. 35ILCS 200/18-85 requires said estimate be compared to the prior year aggregate levy (excluding amounts for bond debt service) and if a 5% increase exists then a public hearing in addition to a public notice must occur.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in

December which is December 25th. Therefore, the adoption of the 2018 Tax Levy Ordinance is recommended to be placed on the Council's December 17th, 2018 meeting agenda. In addition, it is our goal to abate taxes at this same meeting. The City can abate debt service payments needed to keep the bond and interest portion of the levy flat which has been done historically. By bond covenant any debt service payments abated are guaranteed from other revenues sources.

The City adopts its *estimated* tax levy based on a preliminary EAV provided by the Bloomington Township which is subject to the tax appeals process. The Final EAV is completed by January 1st, 2019. The tax rate generated is later applied to individual property owner's tax bills on April 1st, 2019 and bills are sent out on May 1st due by June 1st and September 1st.

COUNCIL COMMITTEE BACKGROUND: N/A

FINANCIAL IMPACT/ANALYSIS: Finance recommends the Council adopt the tax levy *estimate* of:

- \$20,286,384 for the City of Bloomington
- \$4,871,840 for the Bloomington Public Library

Respectfully submitted for Council consideration.

Prepared by: Scott Rathbun, Finance Director

Reviewed by: Patti-Lynn Silva, Chief Accountant

Legal review: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Sample Ordinance 2018 Estimated City Tax Levy
- Sample Ordinance 2018 Estimated Library Tax Levy
- Exhibit 1 - Proposed & Historical Tax Levy
- Exhibit 2 - Estimated Impact to Taxpayer
- Exhibit 3 - Library FY 2020 Budget

ORDINANCE 2018 - ____

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND ENDING APRIL 30, 2019 FOR THE CITY OF BLOOMINGTON

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:

Section One. (a) The sum of Twenty Million, Sixty-one Thousand and Three Hundred Eighty Four dollars (\$20,286,384) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2017 and ending April 30, 2019, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2018 and ending April 30, 2019 as passed by the City Council of said City at its regular meeting held on the 9th of April, 2018, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON, MCLEAN COUNTY ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2018 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

I.	General Corporate Purposes	\$2,337,450
II.	Police Protection Fund	\$1,526,473
III.	Fire Protection Fund	\$1,900,228
IV.	Public Parks	\$1,001,454
V.	Fire Pension Fund	\$4,196,000
VI.	Police Pension Fund	\$4,008,000
VII.	Illinois Municipal Retirement Fund	\$1,855,626
VIII.	FICA Taxes Fund	\$1,281,010
IX.	General Bond and Interest	<u>\$2,180,143</u>
		\$20,286,384

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One

of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2018 and ending April 30, 2019.

Section Three: If any section, subdivision, sentence or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Four: Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purpose shall be that rate necessary, after rates for all other funds are established, to result in a total levy of \$20,286,384.

Section Five: This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section Six: This Ordinance shall be in full force and effect from and after its passage, signing, approval, and recording, according to law.

PASSED this 17th day of December 2018.

APPROVED this ____ day of December 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
ALL COUNTIES EXCEPT COOK

I, the undersigned, hereby certify that I am the presiding officer of _____

_____, (Legal Name of Taxing District), and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

- 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
- 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: _____

Presiding Officer: _____

ORDINANCE 2018 - ____

AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON - LIBRARY,
MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2018 AND
ENDING APRIL 30, 2019 FOR THE CITY OF BLOOMINGTON

BE IT ORDAINED BY THE CITY COUNCIL
OF THE CITY OF BLOOMINGTON, ILLINOIS:

Section One. (a) The sum of Four Million, Eight Hundred Twenty Three Thousand and Six Hundred Four dollars (\$4,871,840) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2018 and ending April 30, 2019, for the Public Library as appropriated for the fiscal year beginning May 1, 2018 and ending April 30, 2019 as passed by the City Council of said City at its regular meeting held on the 9th of April, 2018, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON - LIBRARY, MCLEAN COUNTY ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2018 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

Public Library Fund	\$4,871,840
---------------------	-------------

Section Two: The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2018 and ending April 30, 2019.

Section Three: If any section, subdivision, sentence or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

Section Four: Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table

above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund.

Section Five: This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

Section Six: This Ordinance shall be in full force and effect from and after its passage, signing, approval, and recording, according to law.

PASSED this 17th day of December 2018.

APPROVED this ____ day of December 2018.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
ALL COUNTIES EXCEPT COOK

I, the undersigned, hereby certify that I am the presiding officer of _____

_____, (Legal Name of Taxing District), and as such presiding officer I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

- 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
- 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: _____

Presiding Officer: _____

City - Exhibit 1: 2018 Proposed & Historical Tax Levy

City of Bloomington

Levy Type	2018 Proposed Tax Levy	2017 Tax Levy	2016 Levy	2015 Levy	2014 Levy	2013 Levy
BONDS & INTEREST	\$ 2,180,143	\$ 2,180,143	\$ 2,180,143	\$ 2,180,143	\$ 2,180,246	\$ 2,201,965
FIRE PENSION	\$ 4,196,000	\$ 4,196,000	\$ 4,196,000	\$ 4,196,000	\$ 4,196,026	\$ 3,945,921
FIRE PROTECTION	\$ 1,900,228	\$ 1,900,228	\$ 1,900,228	\$ 1,355,228	\$ 1,183,218	\$ 1,183,248
GENERAL CORPORATE	\$ 2,337,450	\$ 2,112,450	\$ 2,112,450	\$ 1,287,233	\$ 1,287,176	\$ 1,287,181
IMRF	\$ 1,855,626	\$ 1,855,626	\$ 1,855,626	\$ 2,502,907	\$ 2,502,893	\$ 2,502,841
POLICE PENSION	\$ 4,008,000	\$ 4,008,000	\$ 4,008,000	\$ 4,008,000	\$ 4,008,040	\$ 3,757,961
POLICE PROTECTION	\$ 1,526,473	\$ 1,526,473	\$ 1,526,473	\$ 1,526,421	\$ 1,354,507	\$ 1,354,473
PUBLIC PARKS	\$ 1,001,454	\$ 1,001,454	\$ 1,001,454	\$ 1,001,415	\$ 1,001,337	\$ 1,001,454
SOCIAL SECURITY	\$ 1,281,010	\$ 1,281,010	\$ 1,281,010	\$ 1,459,009	\$ 1,459,003	\$ 1,458,934
TOTALS	\$ 20,286,384	\$ 20,061,384	\$ 20,061,384	\$ 19,516,356	\$ 19,172,446	\$ 18,693,978
Dollar Increase/(Decrease)	\$ 225,000	\$ -	\$ 545,028	\$ 343,910	\$ 478,468	\$ 21,664
Percent Increase/(Decrease)	1.12%	0.00%	2.79%	1.79%	2.56%	0.12%
EAV	1,880,282,251	1,858,132,129	1,851,302,063			
Estimated Tax Rate	1.0789%	1.0797%	1.0836%	1.0773%	1.0678%	1.0612%

Bloomington Public Library

Levy Type	2018 Proposed Tax Levy	2017 Tax Levy	2016 Tax Levy	2015 Tax Levy	2014 Tax Levy	2013 Tax Levy
TOTAL	\$ 4,871,840	\$ 4,823,604	\$ 4,683,111	\$ 4,546,800	\$ 4,546,682	\$ 4,546,793
Dollar Increase/(Decrease)	\$ 48,236	\$ 140,493	\$ 136,311	\$ 118	\$ (111)	\$ 33,304
Percent Increase/(Decrease)	1.00%	3.00%	3.00%	0.00%	0.00%	0.74%
EAV	1,880,282,251	1,858,132,129	1,851,302,063			
Estimated Tax Rate	0.25910%	0.2596%	0.2530%	0.2510%	0.2532%	0.2581%

Combined - City of Bloomington and Library

Levy Type	2018 Proposed Tax Levy	2017 Tax Levy	2016 Levy	2015 Levy	2014 Levy	2013 Levy
BONDS & INTEREST	\$ 2,180,143	\$ 2,180,143	\$ 2,180,143	\$ 2,180,143	\$ 2,180,246	\$ 2,201,965
FIRE PENSION	\$ 4,196,000	\$ 4,196,000	\$ 4,196,000	\$ 4,196,000	\$ 4,196,026	\$ 3,945,921
FIRE PROTECTION	\$ 1,900,228	\$ 1,900,228	\$ 1,900,228	\$ 1,355,228	\$ 1,183,218	\$ 1,183,248
GENERAL CORPORATE	\$ 2,337,450	\$ 2,112,450	\$ 2,112,450	\$ 1,287,233	\$ 1,287,176	\$ 1,287,181
IMRF	\$ 1,855,626	\$ 1,855,626	\$ 1,855,626	\$ 2,502,907	\$ 2,502,893	\$ 2,502,841
POLICE PENSION	\$ 4,008,000	\$ 4,008,000	\$ 4,008,000	\$ 4,008,000	\$ 4,008,040	\$ 3,757,961
POLICE PROTECTION	\$ 1,526,473	\$ 1,526,473	\$ 1,526,473	\$ 1,526,421	\$ 1,354,507	\$ 1,354,473
PUBLIC PARKS	\$ 1,001,454	\$ 1,001,454	\$ 1,001,454	\$ 1,001,415	\$ 1,001,337	\$ 1,001,454
SOCIAL SECURITY	\$ 1,281,010	\$ 1,281,010	\$ 1,281,010	\$ 1,459,009	\$ 1,459,003	\$ 1,458,934
LIBRARY	\$ 4,871,840	\$ 4,823,604	\$ 4,683,111	\$ 4,546,710	\$ 4,546,682	\$ 4,546,793
TOTALS	\$ 25,158,224	\$ 24,884,988	\$ 24,744,495	\$ 24,063,066	\$ 23,719,128	\$ 23,240,771
Dollar Increase/(Decrease)	\$ 273,236	\$ 140,493	\$ 681,429	\$ 343,938	\$ 478,357	\$ 54,968
Percent Increase/(Decrease)	1.14%	0.59%	2.83%	1.45%	2.06%	0.24%
EAV	1,880,282,251	1,858,132,129	1,851,302,063			
Estimated Tax Rate	1.3380%	1.3392%	1.3366%	1.3283%	1.3210%	1.3193%

Library - Exhibit 2: 2018 Tax Levy Impact to the Taxpayer

City of Bloomington

Prior Year Tax Levy	\$	20,061,384	
Prior Year Tax Rate		1.0797%	
Avg Home Value		\$165,000	
**2018 Preliminary EAV		\$1,880,282,251	** The preliminary EAV is subject to change through the tax appeals process.

Proposed Levy Increase	Revised Levy	New Rate	Avg Home Value	Old Bill	New Bill	Increase /(Decrease)
\$225,000	\$20,286,384	1.0789%	\$165,000	\$593.84	\$593.40	(\$0.44)

Bloomington Public Library

Prior Year Tax Levy	\$	4,823,604	
Prior Year Tax Rate		0.2596%	
Avg Home Value		\$165,000	
**2018 Preliminary EAV		\$1,880,282,251	** The preliminary EAV is subject to change through the tax appeals process.

Proposed Levy Increase	Revised Levy	New Rate	Avg Home Value	Old Bill	New Bill	Increase /(Decrease)
\$48,236	\$4,871,840	0.2591%	\$165,000	\$142.78	\$142.51	(\$0.27)

Combined - City of Bloomington and Library

Prior Year Tax Levy	\$	24,884,988	
Prior Year Tax Rate		1.3393%	
Avg Home Value		\$165,000	
**2018 Preliminary EAV		\$1,880,282,251	** The preliminary EAV is subject to change through the tax appeals process.

Proposed Levy Increase	Revised Levy	New Rate	Avg Home Value	Old Bill	New Bill	Increase /(Decrease)
\$273,236	\$25,158,224	1.3380%	\$165,000	\$736.62	\$735.90	(\$0.71)

Exhibit 3						
LIBRARY						
MAINTENANCE & OPERATING BUDGET						
FISCAL YEAR 2019-2020						
Account Number	Account Title	FY 18 Actual	FY 19 Budget	FY 20 Proposed	\$ Diff From FY 19 to FY 20	% Diff From FY 19 to FY 20
50110	Property Taxes	4,679,453	4,823,604	4,871,840	48,236	1.0
53020	Replacement Tax	130,400	130,400	130,400	-	-
53120	State Grants	59,483	59,000	59,000	-	-
53370	From Golden Prairie PL Dist	388,023	405,000	400,000	(5,000)	(1.2)
54490	Library Fees & Rentals	67,221	87,000	75,000	(12,000)	(13.8)
54720	Copies	3,522	3,000	3,500	500	16.7
56010	Interest from Investments	42,903	15,000	30,000	15,000	100.0
56020	Interest From Taxes	31	-	-	-	-
57110	Sale of Property	4	1,000	-	(1,000)	(100.0)
57310	Donations	35,356	25,000	25,000	-	-
57610	Cash Over/Short	(15)	-	-	-	-
57990	Other Misc Income	47,370	45,000	45,000	-	-
	Total Revenues	5,453,751	5,594,004	5,639,740	45,736	0.8
61100	Full Time Salaries	2,126,765	2,221,893	2,313,302	91,409	4.1
61110	Part Time Salaries	394,640	453,622	485,577	31,955	7.0
61130	Seasonal Salaries	46,004	61,224	57,893	(3,331)	(5.4)
61150	Overtime Salaries	8	1,100	1,100	-	-
61190	Other Salaries	12,600	-	-	-	-
62101	Dental Insurance	13,487	14,952	13,554	(1,398)	(9.3)
62102	Vision Insurance	2,628	2,651	2,802	151	5.7
62104	Health Insurance PPO BC/BS	302,445	326,236	357,285	31,049	9.5
62106	Health Insurance HAMP HMO	52,458	61,134	61,134	-	-
62110	Life Insurance	3,098	3,081	3,115	34	1.1
62120	IMRF	327,085	336,259	231,330	(104,929)	(31.2)
62130	FICA	152,821	177,143	177,120	(23)	(0.0)
62140	Medicare	35,740	36,805	41,423	4,618	12.5
62160	Worker's Comp	7,886	17,411	10,000	(7,411)	(42.6)
62190	Staff Uniforms	343	700	800	100	14.3
62210	Tuition Reimbursement	17,516	25,000	40,000	15,000	60.0
62990	Other Benefits	34,446	20,000	25,000	5,000	25.0
70420	Equipment Rental	19,094	22,000	23,000	1,000	4.5
70510	Building Maintenance	116,466	139,400	150,000	10,600	7.6
70520	Vehicle Maintenance	7,359	9,000	10,000	1,000	11.1
70530	Office/Equipment Maintenance	129,748	175,000	195,000	20,000	11.4
70610	Advertising	29,078	45,000	50,000	5,000	11.1
70611	Printing/Binding	8,660	20,000	20,000	-	-
70630	Travel	634	1,000	1,000	-	-
70631	Membership Dues	4,217	6,000	5,000	(1,000)	(16.7)
70632	Professional Development	11,917	14,500	15,000	500	3.4
70690	Other Purchased Services	103,211	140,000	140,000	-	-
70714	Property Insurance	14,416	25,000	17,000	(8,000)	(32.0)
70715	Vehicle Insurance	3,000	6,000	4,000	(2,000)	(33.3)
70790	Other Insurance	5,000	6,000	6,000	-	-
71010	Office Supplies	9,689	19,100	13,000	(6,100)	(31.9)
71013	Computer Supplies	85,529	87,000	90,000	3,000	3.4
71015	Copier Supplies	4,997	-	-	-	-
71017	Postage	11,599	12,000	5,000	(7,000)	(58.3)
71020	Library Supplies	62,057	80,000	82,000	2,000	2.5
71024	Janitorial Supplies	11,999	17,000	13,000	(4,000)	(23.5)
71070	Fuel	2,806	4,500	9,000	4,500	100.0
71080	Bldg & Maint Supplies	17,932	10,600	20,000	9,400	88.7
71310	Natural Gas	18,891	22,000	22,000	-	-
71320	Electricity	75,524	95,000	90,000	(5,000)	(5.3)
71330	Water	6,953	10,000	7,500	(2,500)	(25.0)
71340	Telecommunications	33,934	35,500	35,000	(500)	(1.4)
71410	Professional Collection	1,485	2,000	1,500	(500)	(25.0)
71420	Periodicals	39,833	41,000	27,600	(13,400)	(32.7)
71430	Adult Books	164,408	154,000	154,000	-	-
71440	Children's Books	120,923	124,000	125,000	1,000	0.8
71470	A/V Materials	139,830	139,000	121,000	(18,000)	(12.9)
71480	Public Access Software	126,538	140,000	189,400	49,400	35.3
71490	Downloadables	68,646	76,700	93,000	16,300	21.3
79120	Employee Relations	3,795	6,400	5,000	(1,400)	(21.9)
79990	Other Misc. Expenses	6,811	9,600	9,000	(600)	(6.3)
89237	To Library Equip Replacement	213,944	-	32,500	32,500	-
	To Capital Fund	-	140,493	37,805	(102,688)	(73.1)
	Total Expenses	5,210,893	5,594,004	5,639,740	45,736	0.8
	Rev Over Exp (Surplus)	242,858	-	-	-	-



REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration of an Ordinance approving a Bond Refunding of the 2005 and 2007 General Obligation Bonds, in the amount of \$11,845,000, as requested by the Finance Department.

RECOMMENDATION/MOTION: The Ordinance providing for the issuance of \$11,845,000 of general obligation refunding bonds of the City, providing for the levy of property taxes to pay the bonds and authorizing the sale of the bonds to the purchaser thereof and authorize the Mayor and City Clerk to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: City acting as a responsible steward of public resources

BACKGROUND:

Finance reviews outstanding debt on a periodic basis for opportunities to refinance. Due to favorable terms, Finance recommends refunding the City's 2005 and 2007 General Obligation bonds with outstanding principal of \$11,720,000. Finance and Mesirow Financial Inc., financial advisor for this transaction, reviewed the effects of combining the 2005 and 2007 issues into one refunding; while maintaining the current annual debt service level. By continuing to make approximately the same annual debt service payments, at the lower rates, the City will be able to pay off the refunded debt three years earlier than the original debt - with a savings of approximately \$1,028,000, net of refunding costs.

Mesirow Financial Inc., on behalf of the City, sent a solicitation to nine local banks in the community. Six responses were received. A review of these Private Placement responses versus a potential Public Offering was performed confirming higher savings via the Private Placement; see Exhibit 1. Finance therefore recommends the City accept the refunding proposal from Commerce Bank's wholly owned subsidiary Clayton Holdings, LLC which submitted the lowest interest rates.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: By combining the 2005 and 2007 bond issues into one refunding transaction at current lower interest rates, while maintaining the same annual debt

service payments that were required at the higher rates, the City will realize savings over the life of the debt of approximately \$1,028,000.

Stakeholders can see information related to the Debt Service Funds in the FY 2019 Adopted Budget Book titled "Other Funds & Capital Improvement" beginning on page 54.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Scott Rathbun, Finance Director

Reviewed By: Patti-Lynn Silva, Chief Accountant

Legal Review By: Kyle Harding, Partner, Chapman and Cutler LLP

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance
- Exhibit 1 - Offering Alternatives

EXTRACT OF MINUTES of the regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the City Hall, 109 East Olive Street, Bloomington, Illinois, in said City at 6:00 o'clock P.M., on the 26th day of November, 2018.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Tari Renner, the Mayor, and the following Alderman were physically present at said location:

The following Aldermen were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

* * *

The Mayor announced that the next item before the City Council was the consideration of an ordinance providing for the issue of \$11,845,000 of general obligation refunding bonds of the City for the purpose of restructuring the debt burden of the City, a portion of the City's outstanding General Obligation Bonds, Series 2005, and General Obligation Bonds, Series 2007, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and

interest on said bonds and authorizing the execution of an escrow agreement in connection with the issuance of said bonds.

After a full and complete discussion thereof, Alderman _____ presented and the City Clerk read by title the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$11,845,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and authorizing the execution of an escrow agreement in connection with the issuance of said bonds.

Adopted by the City Council on the
26th day of November, 2018.

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ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$11,845,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and authorizing the execution of an escrow agreement in connection with the issuance of said bonds.

PREAMBLES

WHEREAS

A. By virtue of its population, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois, the City of Bloomington, McLean County, Illinois (the “City”), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The City has heretofore issued its General Obligation Bonds, Series 2005, dated November 10, 2005, in the amount of \$9,900,000, of which \$5,065,000 of said bonds are presently outstanding (the “*Prior 2005 Bonds*”).

D. The City has heretofore issued its General Obligation Bonds, Series 2007, dated August 29, 2007, in the amount of \$10,000,000, of which \$7,205,000 of said bonds are presently outstanding (the “*Prior 2007 Bonds*” and, together with the Prior 2005 Bonds, the “*Prior Bonds*”).

E. The City Council of the City (the “*City Council*”) has determined that it is necessary to refund all of the Prior Bonds due on or after June 1, 2019 (the “*Refunded Bonds*”) at this time.

F. The Refunded Bonds are fully described in the Escrow Agreement referred to in Section 13 hereof and are presently outstanding and unpaid and are binding and subsisting legal obligations of the City.

G. The City Council does hereby determine that it is necessary and in the best interests of the City to borrow \$11,845,000 to refund the Refunded Bonds and, in evidence of such borrowing, issue full faith and credit bonds of the City in the principal amount of \$11,845,000.

NOW THEREFORE Be It Ordained by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

City
City Council
Prior 2005 Bonds
Prior 2007 Bonds
Prior Bonds
Refunded Bonds

B. The following words and terms are defined as set forth.

“*Act*” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Constitution of the State of Illinois; and in the event of conflict between the provisions of said code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said code.

“*Ad Valorem Property Taxes*” means the real property taxes levied to pay the Bonds as described and levied in Section 13 of this Ordinance.

“*Bonds*” means the General Obligation Refunding Bonds, Series 2018A, authorized to be issued by this Ordinance.

“*Bond Fund*” means the Bond Fund established and defined in Section 12 of this Ordinance. “*Bond Register*” means the books of the City kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

“*Bond Registrar*” means U.S. Bank National Association, Indianapolis, Indiana, or a substitute bond registrar and paying agent as hereinafter provided.

“*City Clerk*” means the City Clerk of the City.

“*City Manager*” means the City Manager of the City.

“*City Treasurer*” means the City Treasurer of the City.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*County*” means The County of McLean, Illinois.

“*County Clerk*” means the County Clerk of the County.

“*Designated Officials*” means any of the Mayor, the City Manager, the City Clerk, the City Treasurer or the Finance Director.

“*Escrow Agent*” means U.S. Bank National Association, Indianapolis, Indiana.

“*Finance Director*” means the Director of Finance for the City.

“*Mayor*” means the Mayor of the City.

“*Record Date*” means the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month.

“*Tax Certificate*” means the Tax Exemption Certificate and Agreement, dated December 13, 2018, and related to the Bonds.

C. Definitions also appear in specific sections below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Bonds. It is necessary and in the best interests of the City to refund the Refunded Bonds and to pay all related costs and expenses incidental thereto and to borrow money and issue the Bonds for such purpose. It is hereby found and determined that such borrowing of money is for a proper public purpose and is in the public interest and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Bond Details. There shall be issued and sold the Bonds, in one series, designated as “*General Obligation Refunding Bonds, Series 2018A.*” The Bonds shall be dated December 13, 2018, and shall also bear the date of authentication thereof, shall be in fully registered form, shall be in minimum denominations of \$100,000 each and integral multiples of \$5,000 in excess thereof, and shall be numbered 1 and upward. The Bonds shall become due and payable serially (subject to redemption prior to maturity as hereinafter provided) on December 1 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2019	\$ 930,000	2.47%
2020	1,120,000	2.63%
2021	1,155,000	2.72%
2022	1,185,000	2.81%
2023	1,220,000	2.90%
2024	1,255,000	3.01%
2025	1,295,000	3.11%
2026	1,335,000	3.22%
2027	1,380,000	3.34%
2028	970,000	3.44%

Each Bond shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Bond is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2019. Interest on each Bond shall be paid by check or draft of the Bond Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Bond as shown in the Bond Register or at such other address furnished in writing by such Registered Owner. The principal of the Bonds shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Bond Registrar.

Section 5. Redemption. The Bonds due on and after December 1, 2027, shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the City (less than all of the Bonds of a single maturity to be selected by the Bond Registrar), on December 1, 2026, and on any date thereafter, at the redemption price of par plus accrued interest to the redemption date.

The Bonds shall be redeemed only in the principal amount of \$5,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify the Bond Registrar of such redemption date and of the principal amount, series and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than 60 days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; *provided, however*, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the City and the Bond Registrar in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the City by mailing the redemption notice by first class mail not less than 30 days and not more than 60 days prior to the date fixed for redemption to each registered owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include the full name of the Bonds to be redeemed and at least the information as follows:

- (a) the redemption date;
- (b) the redemption price;

(c) if less than all of the outstanding Bonds of a particular maturity are to be redeemed, the identification (and, in the case of partial redemption of Bonds within such maturity, the respective principal amounts) of the Bonds to be redeemed;

(d) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(e) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Bond Registrar.

Unless moneys sufficient to pay the redemption price of the Bonds to be redeemed shall have been received by the Bond Registrar prior to the giving of such notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Bond Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Bonds, and the Bond Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Bonds will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such

redemption notice, nor any defect in any notice so mailed, to any particular registered owner of a Bond, shall affect the sufficiency of such notice with respect to other registered owners. Notice having been properly given, failure of a registered owner of a Bond to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by a registered owner of a Bond entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for the payment of interest due as part of the redemption price shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity, and bearing the same rate of interest in the amount of the unpaid principal.

If any Bond or portion of a Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be cancelled and destroyed by the Bond Registrar and shall not be reissued.

As part of their respective duties hereunder, the Bond Registrar and Bond Registrar shall prepare and forward to the City a statement as to notice given with respect to each redemption together with copies of the notices as mailed and published.

Section 6. Execution; Authentication. The Bonds shall be executed on behalf of the City by the manual or duly authorized facsimile signature of the Mayor and attested by the manual or duly authorized facsimile signature of the City Clerk, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Bonds shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Bond Registrar as authenticating agent of the City and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Ordinance.

Section 7. Registration of Bonds; Persons Treated as Owners. The City shall cause books (the "*Bond Register*" as defined) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal corporate trust office of the Bond Registrar, which is hereby constituted and appointed the registrar of the City for the Bonds. The City is authorized to prepare, and the Bond Registrar or such other agent as the City may designate shall keep custody of, multiple Bond blanks executed by the City for use in the transfer and exchange of Bonds.

Any Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Bond at the principal corporate trust office of the Bond Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form

satisfactory to the Bond Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Bond or Bonds of like tenor, of the same maturity, bearing the same interest rate, of authorized denominations, for a like aggregate principal amount.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

The execution by the City of any fully registered Bond shall constitute full and due authorization of such Bond, and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond; *provided, however*, the principal amount of Bonds of each maturity authenticated by the Bond Registrar shall not at any one time exceed the authorized principal amount of Bonds for such maturity less the amount of such Bonds which have been paid. The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his or her legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid. No service charge shall be made to any registered owner of Bonds for any transfer or exchange of Bonds, but the City or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed

in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

Section 8. Form of Bond. The Bonds shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Bonds is to be printed in its entirety on the front side of the Bonds, then the second paragraph on the front side and the legend “See Reverse Side for Additional Provisions” shall be omitted and the text of paragraphs set forth for the reverse side shall be inserted immediately after the first paragraph.

[FORM OF BOND - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF McLEAN
CITY OF BLOOMINGTON
GENERAL OBLIGATION REFUNDING BOND, SERIES 2018A**

See Reverse Side for
Additional Provisions.

Interest
Rate: _____%

Maturity
Date: December 1, 20__

Dated
Date: December 13, 2018

Registered Owner: CLAYTON HOLDINGS, LLC

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that the City of Bloomington, McLean County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Bond identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the applicable Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing December 1, 2019, until said Principal Amount is paid or duly provided for. The principal of this Bond is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of U.S. Bank National Association, Indianapolis, Indiana, as paying agent and bond registrar (the “Bond Registrar”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained by the Bond

Registrar, at the close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the 15th day of the month next preceding any regular or other interest payment date occurring on the 1st day of any month and 15 days preceding any interest payment date occasioned by the redemption of Bonds on other than the 1st day of the month. Interest shall be paid by check or draft of the Bond Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Bond, including the authorizing Act, have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Bonds, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that provision has been made for the collection of a direct annual tax, in addition to all other taxes, on all of the taxable property in the City sufficient to pay the interest hereon as the same falls due and also to pay and discharge the principal hereof at maturity.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

IN WITNESS WHEREOF the City of Bloomington, McLean County, Illinois, by its City Council, has caused this Bond to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk

and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of Bloomington
McLean County, Illinois

ATTEST:

SPECIMEN

City Clerk, City of Bloomington
McLean County, Illinois

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Ordinance and is one of the General Obligation Refunding Bonds, Series 2018A, having a Dated Date of December 13, 2018, of the City of Bloomington, McLean County, Illinois.

Date of Authentication:
December 13, 2018

U.S. BANK NATIONAL ASSOCIATION,
as Bond Registrar

By _____
SPECIMEN
Authorized Officer

[FORM OF BOND - REVERSE SIDE]

This Bond is one of a series of bonds (the “*Bonds*”) in the aggregate principal amount of \$11,845,000 issued by the City for the purpose of refunding certain bonds previously issued by the City and paying expenses incidental thereto, all as described and defined in Ordinance Number _____ of the City, passed by the City Council of the City on the 26th day of November, 2018, authorizing the Bonds (the “*Ordinance*”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (such code and powers being the “*Act*”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

This Bond may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in the Ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the Record Date for an interest payment date to the opening of business on such interest payment date or during the period of 15 days preceding the giving of notice of redemption of Bonds or to transfer or exchange any Bond all or a portion of which has been called for redemption.

This Bond may be subject to optional redemption, and the holder of this Bond shall refer to the provisions of the Ordinance for the terms, and for the provision for notice of, such redemption.

The City and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Bond Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

Section 9. Security for the Bonds. The Bonds are a general obligation of the City, for which the full faith and credit of the City are irrevocably pledged, and are payable from the levy of taxes on all of the taxable property in the City, without limitation as to rate or amount.

Section 10. Tax Levy; Abatement. For the purpose of providing funds required to pay the interest on the Bonds promptly when and as the same falls due, and to pay and discharge the principal thereof at maturity, there is hereby levied upon all of the taxable property within the City, in the years for which any of the Bonds are outstanding, a direct annual tax sufficient for that purpose; and there is hereby levied on all of the taxable property in the City, in addition to all other taxes of the City, the following direct annual taxes (the "Ad Valorem Property Taxes") to-wit:

FOR THE YEAR	A TAX SUFFICIENT TO PRODUCE THE DOLLAR SUM OF:	
2018	\$1,314,921.35	for interest and principal up to and including June 1, 2020
2019	\$1,435,319.50	for interest and principal
2020	\$1,439,883.50	for interest and principal
2021	\$1,437,526.25	for interest and principal
2022	\$1,438,187.00	for interest and principal
2023	\$1,436,609.25	for interest and principal
2024	\$1,437,584.25	for interest and principal
2025	\$1,435,953.50	for interest and principal
2026	\$1,436,414.00	for interest and principal
2027	\$ 986,684.00	for interest and principal

The Ad Valorem Property Taxes and other moneys on deposit in the Bond Fund from time to time (“*Bond Moneys*”) shall be applied to pay principal of and interest on the Bonds. Interest on or principal of the Bonds coming due at any time when there are insufficient Bond Moneys to pay the same shall be paid promptly when due from current funds on hand in advance of the deposit of the Ad Valorem Property Taxes; and when the Ad Valorem Property Taxes shall have been collected, reimbursement shall be made to said funds in the amount so advanced. The City covenants and agrees with the purchasers and registered owners of the Bonds that so long as any of the Bonds remain outstanding, the City will take no action or fail to take any action which in any way would adversely affect the ability of the City to levy and collect the Ad Valorem Property Taxes. The City and its officers will comply with all present and future applicable laws in order to assure that the Ad Valorem Property Taxes may lawfully be levied, extended, and collected as provided herein.

Whenever funds from any lawful source are made available for the purpose of paying any principal of or interest on the Bonds so as to enable the abatement of the Ad Valorem Property Taxes levied for the payment of the same, the City Council shall, by proper proceedings, direct the deposit of such funds into the Bond Fund or direct the set aside of such funds in another fund or account of the City, and further shall direct the abatement of the taxes by the amount so deposited

or so set aside. The City covenants and agrees that it will not direct the abatement of the Ad Valorem Property Taxes until money has been deposited into the Bond Fund or otherwise set aside by the City in another fund or account of the City in the amount of such abatement. A certified copy or other notification of any such proceedings abating the Ad Valorem Property Taxes may then be filed with the County Clerk in a timely manner to effect such abatement.

Section 11. Filing with County Clerk. Promptly, after this Ordinance has become effective, a copy hereof, certified by the City Clerk, shall be filed with the County Clerk; and the County Clerk shall in and for each of the tax levy years 2018 to 2027, inclusive, ascertain the rate percent required to produce the aggregate Ad Valorem Property Taxes hereinbefore provided to be levied in each of said years; and the County Clerk shall extend the same for collection on the tax books in connection with other taxes levied in said years in and by the City for general corporate purposes of the City; and, subject to abatement as stated hereinabove, in said years such annual tax shall be levied and collected by and for and on behalf of the City in like manner as taxes for general corporate purposes for said years are levied and collected, and in addition to and in excess of all other taxes.

Section 12. Sale of the Bonds. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon be deposited with the City Treasurer, and be by the City Treasurer delivered to Clayton Holdings, LLC (the “*Purchaser*”), upon receipt of the purchase price therefor, the same being par; the contract for the sale of the Bonds heretofore entered into (as evidenced by an executed term sheet, the “*Purchase Contract*”) is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of

the City and that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the City of the Term Sheet relating to the Bonds, substantially in the form now before the City Council (the “*Official Statement*”), is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the City Council are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, the Official Statement and the Bonds.

Section 13. Creation of Funds and Appropriations.

A. There is hereby created a “*General Obligation Refunding Bonds, Series 2018A Bond Fund*” (the “*Bond Fund*”), which shall be the fund for the payment of principal of and interest on the Bonds. Sale proceeds of the Bonds in the amount of \$0.00 shall be deposited into the Bond Fund at Closing.

B. The Ad Valorem Property Taxes shall either be deposited into the Bond Fund and used for paying the principal of and interest on the Bonds for which such Ad Valorem Property Taxes were levied as hereinabove provided or be used to reimburse a fund or account from which advances to the Bond Fund may have been made to pay principal of or interest on such Bonds prior to receipt of such Ad Valorem Property Taxes. Interest income or investment profit earned in the Bond Fund shall be retained in the Bond Fund for payment of the principal of or interest on the Bonds on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the City Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and ratable security for the Bonds, all Bond Moneys on deposit in the Bond Fund for the sole benefit of the registered owners of the Bonds, subject to the reserved

right of the City Council to transfer certain interest income or investment profit earned in the Bond Fund to other funds of the City, as described in the preceding sentence.

C. Sale proceeds of the Bonds in the amount of \$11,776,421.25 shall be deposited in escrow pursuant to an Escrow Agreement (the “*Escrow Agreement*”) to be entered into between the City and the Escrow Agent, in substantially the form attached hereto as *Exhibit A* and made a part hereof by this reference, or with such changes therein as shall be approved by the officers of the City executing the Escrow Agreement, such execution to constitute evidence of the approval of such changes, for the purpose of paying the Refunded Bonds. The City Council approves the form, terms and provisions of the Escrow Agreement and directs the Mayor and City Clerk to execute, attest and deliver the Escrow Agreement in the name and on behalf of the City. As set forth in the Escrow Agreement, amounts in the escrow shall be used to purchase direct obligations of or obligations guaranteed by the full faith and credit of the United States of America (the “*Government Securities*”) to provide for the payment of the Refunded Bonds. The Escrow Agent is hereby authorized to act as agent for the City in the purchase of the Government Securities.

D. The remaining sale proceeds of the Bonds shall be used to pay costs of issuance of the Bonds and shall be retained by the City Treasurer to pay such expenses. Any disbursements for expenses shall be made from time to time as necessary. Alternatively, at the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser, the Bond Registrar or Mesirov Financial, Inc., on behalf of the City from sale proceeds of the Bonds. Any excess from the sale proceeds of the Bonds held for such purpose shall be deposited into the Bond Fund not more than six months from the date of issuance of the Bonds.

E. Alternatively to the creation of the Bond Fund, the City Treasurer may allocate the moneys for payment of the Bonds to one or more related funds of the City already in existence and

in accordance with good accounting practice; *provided, however*, that this shall not relieve the City Treasurer of the duty to account for the moneys for payment of the Bonds as herein provided.

Section 14. Call of the Refunded Bonds. In accordance with the redemption provisions of the ordinances authorizing the issuance of the Refunded Bonds, the City by the City Council does hereby make provision for the payment of and does hereby call (subject only to the delivery of the Bonds) the Refunded Bonds subject to redemption prior to maturity for redemption on January 12, 2019.

Section 15. Taxes Previously Levied. The Designated Officials are hereby directed to prepare and file with the County Clerk a Certificate of Reduction of Taxes Heretofore Levied for the Payment of Bonds showing the Refunded Bonds and directing the abatement of taxes heretofore levied to pay the Refunded Bonds. Notwithstanding such direction, all proceeds received or to be received from any taxes levied to pay the Refunded Bonds, including the proceeds received or to be received from the taxes levied for the year 2017 for such purposes, shall be used to pay the Refunded Bonds and to the extent that such proceeds are not needed for such purpose because of the establishment of the escrow referred to in Section 15 hereof, the same shall be deposited into the Bond Fund and used to pay principal and interest on the Bonds in accordance with the provisions of this Ordinance.

Section 16. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service of the exemption from federal income taxation for interest paid on the Bonds,

under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the Internal Revenue Service in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The City Council hereby authorizes the officials of the City responsible for issuing the Bonds, the same being the Designated Officials, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the City and the City Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 17. Registered Form. The City agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 18. Duties of Bond Registrar. If requested by the Bond Registrar, the Designated Officials are authorized to execute the Bond Registrar’s standard form of agreement between the

City and the Bond Registrar with respect to the obligations and duties of the Bond Registrar hereunder which may include the following:

- (a) to act as bond registrar, authenticating agent, paying agent and transfer agent as provided herein;
- (b) to maintain a list of Bondholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;
- (c) to give notice of redemption of the Bonds as provided herein;
- (d) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;
- (e) to furnish the City at least annually a certificate with respect to Bonds cancelled and/or destroyed; and
- (f) to furnish the City at least annually an audit confirmation of Bonds paid, Bonds outstanding and payments made with respect to interest on the Bonds.

Section 19. Record-Keeping Policy and Post-Issuance Compliance Matters. On May 23, 2011, the City Council adopted a record-keeping and post issuance compliance policy for the purpose of maintaining sufficient records to demonstrate compliance with the various covenants and expectations necessary to ensure the appropriate federal tax status for the Bonds and other debt obligations of the City, the interest on which is excludable from “gross income” for federal income tax purposes or which enable the City or the holder to receive federal tax benefits (the “*Policy*”). The Policy was amended on October 14, 2013.

Section 20. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the City Council.

Section 21. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication as provided by law.

ADOPTED: November 26, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: November 26, 2018.

Mayor

RECORDED in the City Records on November 26, 2018.

ATTEST:

City Clerk

December 13, 2018

U.S. Bank National Association
Indianapolis, Indiana

Re: City of Bloomington,
McLean County, Illinois
\$11,845,000 General Obligation Refunding Bonds, Series 2018A

Ladies and Gentlemen:

The City of Bloomington, McLean County, Illinois (the “City”), by an ordinance adopted by the City Council of the City (the “City Council”) on the 26th day of November, 2018 (the “Ordinance”), has authorized the issue and delivery of \$11,845,000 General Obligation Refunding Bonds, Series 2018A, dated December 13, 2018 (the “Bonds”). The City has authorized by the Ordinance that certain proceeds of the Bonds be used to pay and redeem on January 12, 2019, (i) \$4,515,000 of the City’s outstanding and unpaid General Obligation Bonds, Series 2005, dated November 10, 2005, due serially on December 1 of the years, in the amounts and bearing interest at the rates per annum as follows:

YEAR	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
2019	570,000	3.875
2020	595,000	3.875
2021	620,000	3.950
2022	640,000	4.000
2023	670,000	4.050
2024	695,000	4.050
2025	725,000	4.100

(the “Refunded 2005 Bonds”) and (ii) \$7,205,000 of the City’s outstanding and unpaid General Obligation Bonds, Series 2007, dated August 29, 2007, due serially on June 1 of the years, in the amounts and bearing interest at the rates per annum as follows:

YEAR	PRINCIPAL AMOUNT (\$)	INTEREST RATE (%)
2019	390,000	4.125
2020	405,000	4.125
2021	420,000	4.125
2022	435,000	4.125
2023	455,000	4.250
2024	475,000	4.250
2025	495,000	4.375
2026	520,000	4.375
2027	540,000	4.375
2028	560,000	4.500
2029	585,000	4.500
2030	615,000	4.500
2031	640,000	4.500
2032	670,000	4.500

(the “*Refunded 2007 Bonds*” and, together with the Refunded 2005 Bonds, the “*Refunded Bonds*”).

The City hereby deposits with you \$11,776,421.25 from the proceeds of the Bonds and you are hereby instructed as follows with respect thereto:

1. Upon deposit, you are directed to purchase U.S. Treasury Securities State and Local Government Series Certificates of Indebtedness in the amount of \$11,776,262.00 and maturing as described on *Exhibit A* hereto (the “*Securities*”). You are further instructed to fund a beginning cash escrow deposit on demand in the amount of \$159.25. The beginning deposit Securities are to be held in an irrevocable trust fund account (the “*Trust Account*”) for the City to the benefit of the holders of the Refunded Bonds.

2. You shall hold the Securities and any interest income or profit derived therefrom and any uninvested cash in the Trust Account for the sole and exclusive benefit of the holders of the Refunded Bonds until redemption of the Refunded Bonds on January 12, 2019, is made.

3. You shall promptly collect the principal, interest or profit from the proceeds deposited in the Trust Account and promptly apply the same as necessary to the payment of the Refunded Bonds as herein provided.

4. The City has called the Refunded Bonds for redemption and payment prior to maturity on January 12, 2019. As the paying agent for the Refunded Bonds, you are hereby directed to provide for timely notice of the call for redemption of the Refunded Bonds. The form and time of the giving of such notice regarding the Refunded Bonds shall be as specified in the ordinance authorizing the issuance of the Refunded Bonds. The City agrees to reimburse you for any actual out-of-pocket expenses incurred in the giving of such notice, but the failure of the City to make such payment shall not in any respect whatsoever relieve you from carrying out any of the duties, terms or provisions of this Agreement.

5. In addition, you are hereby directed to give notice of the call of the Refunded Bonds, on or before the date the notice of such redemption is given to the holders of the Refunded Bonds, to the Municipal Securities Rulemaking Board (the “MSRB”) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at <https://msrb.org>.

6. You shall remit the sum of \$11,797,749.65 on January 12, 2019, such sum being sufficient to pay the principal of and interest on the Refunded Bonds on such date, and such remittance shall fully release and discharge you from any further duty or obligation thereto under this Agreement.

7. You shall make no payment of fees, due or to become due, of the bond registrar and paying agent on the Bonds or the Refunded Bonds. The City shall pay the same as they become due.

8. If at any time it shall appear to you that the funds on deposit in the Trust Account will not be sufficient to pay the principal of and interest on the Refunded Bonds, you shall notify the City not less than five (5) days prior to such payment date and the City shall make up the anticipated deficit from any funds legally available for such purpose so that no default in the making of any such payment will occur.

9. Upon final disbursement of funds sufficient to pay the Refunded Bonds as hereinabove provided for, you shall transfer the balance remaining in the Trust Account to the City for deposit into its General Obligation Refunding Bonds, Series 2018A Bond Fund and thereupon this Agreement shall terminate.

Very truly yours,

CITY OF BLOOMINGTON, McLEAN COUNTY,
ILLINOIS

By _____
Mayor

By _____
City Clerk

Accepted this 13th day of December, 2018.

U.S. BANK NATIONAL ASSOCIATION
Indianapolis, Indiana

By _____
Its _____

EXHIBIT A

U.S. TREASURY SECURITIES

Alderman _____ moved and Alderman _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon
the motion to adopt said ordinance.

Upon the roll being called, the following Alderman voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved
and signed the same in open meeting and directed the City Clerk to record the same in the records
of the City Council of the City of Bloomington, McLean County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATION OF MINUTES AND ORDINANCE

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Bloomington, McLean County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the City Council (the “City Council”) thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the City Council held on the 26th day of November, 2018 insofar as the same relates to the adoption of an ordinance, numbered _____ and entitled:

AN ORDINANCE providing for the issuance of \$11,845,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and authorizing the execution of an escrow agreement in connection with the issuance of said bonds.

(the “Ordinance”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the City Council on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting was posted at the location where the Meeting was held and at the principal office of the City Council at least 72 hours in advance of the holding of the Meeting; that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said Meeting; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City Council in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this
26th day of November, 2018.

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATE OF FILING

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such officer I do hereby certify that on the ____ day of _____, 2018, there was filed in my office a properly certified copy of Ordinance Number _____, passed by the City Council of the City of Bloomington, McLean County, Illinois, on the 26th day of November, 2018, and approved by the Mayor of said City, and entitled:

AN ORDINANCE providing for the issuance of \$11,845,000 General Obligation Refunding Bonds of the City of Bloomington, McLean County, Illinois, for the purpose of refunding certain outstanding bonds of said City, providing for the levy and collection of a direct annual tax sufficient for the payment of the principal of and interest on said bonds, and authorizing the execution of an escrow agreement in connection with the issuance of said bonds.

and that the same has been deposited in, and all as appears from, the official files and records of my office.

IN WITNESS WHEREOF I have hereunto affixed my official signature and the seal of The County of McLean, Illinois, this ____ day of _____, 2018.

County Clerk of
The County of McLean, Illinois

[SEAL]

FIN 2B - Exhibit 1

City of Bloomington
McLean County, Illinois

SUMMARY OF OFFERING ALTERNATIVES AND ESTIMATED RESULTS (Proposed Refunding of the Series 2005 and 2007 General Obligation Bonds)

Methodology: Mesirow Financial evaluated both public offering and private placement distribution methods to determine the approach most likely to result in the lowest all-in financing cost and greatest debt service savings for the City of Bloomington. To accomplish this, we obtained estimated public offering interest rates from our underwriting desk. These were compared with non-binding interest rate indications from six local banks that offered to purchase bonds directly through a private placement: Commerce Bank, JPMorgan Chase, Illinois National Bank, First Financial Bank, First State Bank, and US Bank.

Public offering and private placement alternatives are summarized below. Based on the interest rates indications provided, a private placement with Commerce Bank will likely result in the best refunding result for the City. The next best private placement indication was received from JPMorgan Chase Bank. Attached to this summary are complete details for all other interest rate indications we received. In addition, Mesirow Financial contacted Heartland Bank & Trust and PNC Bank; both declined to bid. Soy Capital Bank & Trust was supportive, but could not provide an indication at this time because they are being acquired by First Mid Bank.

	Alternative 1	Alternative 2	Alternative 3	Alternative 4
	Private Placement to Commerce Bank	Public Offering	Public Offering	Private Placement to JPMorgan Chase Bank
Estimated Savings (Net of Costs):				
Cumulative:	\$1,108,552	\$1,048,194	\$952,537	\$773,076
Present Value:	\$732,101	\$684,630	\$608,421	\$480,216
PV as % of Refunded Par:	6.25%	5.84%	5.19%	4.10%
Estimated Interest Costs:				
Bond Yield:	3.05%	2.93%	3.02%	3.47%
All-in Yield (Cost Adjusted):	3.17%	3.25%	3.38%	3.59%
Other Notes:				
Tax Status and Structure:	Single non-BQ tax-exempt series	Two separate BQ tax-exempt series	Single non-BQ tax-exempt series	One BQ tax-exempt series, and one taxable series
Required Offering Document:	Term Sheet	Official Statement(s)	Official Statement	Term Sheet
Bond Rating Required:	No	Yes	Yes	No
Timing Considerations:	Likely shortest timeline to complete.	Two bond sales must be separated by at least 15 calendar days. Allow time for bond rating and OS production.	Only one sale date required, but allow time for bond rating and OS production.	Likely shortest timeline to complete.

Footnotes and Assumptions:

Interest rates are estimated based on market conditions as of October 30, 2018. Results are preliminary and subject to change.

Public offering alternatives assume an Aa2 bond rating from Moody's.

Estimated debt service savings are shown net of all estimated issuance costs.

Present value savings are calculated using a 3.00% discount rate.



REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: November 26, 2018

SPONSORING DEPARTMENT: Finance Department

SUBJECT: Consideration of an Ordinance amending Chapter 39 of the City Code to add a 6% tax on short-term rentals within the City of Bloomington, as requested by the Finance Department.

RECOMMENDATION/MOTION: The Ordinance amending Chapter 39 the City Code to add and Implement a Privilege Tax on Short-Term Rentals within the City of Bloomington be approved, and the Mayor and City Clerk be authorized to execute the Ordinance.

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: Guests staying in Bloomington and Normal hotels and motels are subject to a similar local hotel tax of 6% on room rentals. On November 19, 2018, the Town of Normal adopted a short-term rental tax, similar to the hotel tax, to address a common trend wherein residential property owners are renting out their property on a short term basis similar to a hotel or motel.

The Bloomington Normal Hotel and Lodging Association has identified short-term rentals as a growing concern affecting the hospitality industry. By adopting a short-term rental tax, similar to the Town of Normal, the City can address the disparity in treatment of applying the tax on hotels, but not residential properties used for a similar purpose.

The proposed short-term rental tax mirror's that adopted by the Town and will apply to dwelling units when space is rented out for less than 30 days and when charges are collected from a guest via the internet or some other digital mode. The tax is imposed at the same rate as the hotel/motel tax (i.e., 6% of the rental charge) is paid by the guest and collected by the intermediary (e.g., Airbnb, VRBO, Homeaway, etc.) or operator who then pays it to the City.

The Community Development Department - Code Enforcement Division regulates residential rental units under the Rental Property Inspection Program. Non-Owner

Occupied, Short-Term Residential Rental Unit property owners are also required to register under the existing program guidelines.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, additional revenues will be realized in the Non-Departmental Hotel & Motel Tax account (10010010-50034). Stakeholders can locate information related to this revenue category in the FY 2019 Budget Book titled "Budget Overview & General Fund" on pages 79, 117 and 119.

COMMUNITY DEVELOPMENT IMPACT: The Economic Development chapter of the City's Comprehensive Plan 2035 (Adopted August 24, 2015) includes goals and objectives related to this item:

- ED-5. Enhance tourism based economic development.
- ED-5.1 Expand tourism attractions and destinations.

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

Respectfully submitted for Council consideration.

Prepared By: Scott Rathbun, Finance Director
Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Water/Community Dev. Review By: Bob Mahrt, Community Development Director
Legal Review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- Ordinance

ORDINANCE 2018 - _____

**AN ORDINANCE AMENDING CHAPTER 39 OF THE CITY CODE TO ADD AND IMPLEMENT
A PRIVILEGE TAX ON SHORT-TERM RENTALS WITHIN THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington, Mclean County, Illinois (hereinafter referred to as "City") is an Illinois home-rule municipality; and

WHEREAS, under its home rule authority, the City currently imposes a 6% privilege tax on the charge of renting a hotel or motel room; and

WHEREAS, under its home rule authority, the City may establish a similar tax upon the privilege of renting a short-term rental unit within the City; and

WHEREAS, it is in the best interest of the health, safety, and welfare of the citizens of Bloomington to impose a tax of 6% of the rental charge for renting a short-term rental unit within the City of Bloomington.

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

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

SECTION 2. That the City of Code of the City of Bloomington be amended by adding a new Article XX to Chapter 39 as follows:

ARTICLE XX SHORT TERM RENTAL TAX LAW

Section 425 Short Title. This Article XX may be cited as the City of Bloomington Short Term Rental Tax Law.

Section 426. Definitions. As used in this Article XX:

"Director" means the Finance Director of the City of Bloomington.

"Dwelling" means a building designed or used principally for residential occupancy, including without limitation, single family dwellings, two family dwellings, and multiple family dwellings.

"Finance Department" means the Finance Department of the City of Bloomington.

“Gross Rental Charge” means the total consideration paid for the rental of a Short-Term Residential Rental Unit.

“Guest” means any person who pays a Gross Rental Charge

“Intermediary” means an organization, company, business or person that rents a Short-Term Residential Rental Unit and collects the Gross Rental Charge for that rental from a Guest via the Internet or other digital means.

“Operator” means any organization, company, business or person who owns or operates a Short-Term Residential Rental Unit.

“Short-Term Rental Tax” means the tax imposed under Section 427.

“Short-Term Residential Rental Unit” means all or part of a dwelling within the City that is rented to individuals or families who occupy overnight accommodations for a period of less than 30 days.

Section 427 Tax imposed.

- A. A tax is imposed on the privilege of renting a Short Term Residential Rental Unit within the City of Bloomington. The tax is imposed at a rate of 6% of the Gross Rental Charge.
- B. The tax imposed under this Section is in addition to any and all other taxes and charges.
- C. The Guest bears the liability for the payment of the tax. Each Intermediary or Operator is required to collect the tax from the guest and remit it as set forth under this Article XX.
- D. The tax under this Section is imposed on and after April 1, 2019.

Section 428 Collection by Intermediary.

- A. Unless otherwise provided by law, each Intermediary that collects a Gross Rental Charge for a Short Term Rental from a Guest shall collect and account for the

Short-Term Rental Tax at the time that the Gross Rental Charge is paid.

- B. Any Intermediary who collects the Short-Term Rental Tax shall do as a trustee for and on account of the City of Bloomington.

Section 429 Collection by Operator.

- A. For any Short-Term Rental, if the Short-Term Rental Tax is not collected by an Intermediary under Section 428, then the Operator has the duty to collect and account for the Short-Term Rental Tax at the time of the Short-Term Rental.
- B. Any Operator who collects the Short-Term Rental Tax shall do as a trustee for and on account of the City of Bloomington.

Section 430 Transmittal of tax.

- A. All Short-Term Rental Tax collected by an Intermediary or Operator in any month must be paid over to the Finance Department by the 25th day of the following month.
- B. All payments under this Section must be remitted in the form and manner as required by the Director.

Section 431 Recordkeeping; Inspection of records.

- A. Each Intermediary and Operator has a duty to maintain complete and accurate books, records, and accounts showing the Gross Rental Charges and Short-Term Rental Tax collected from Guests.
- B. The books, records, and accounts under this Section must be available in the City for examination and for audit by the City. Any examination by the City may be made only after reasonable notice and may be made only during customary business hours.

Section 432 Proceeds.

All proceeds resulting from the imposition of the tax under this ordinance, including penalties, shall be transferred to

the City General Fund to be retained until lawfully appropriated and expended by the City of Bloomington.

Section 433 Rules and Regulations

The Finance Director is authorized to adopt, promulgate, and enforce rules and regulations pertaining to the administration and enforcement of this Article XX.

Section 434 Penalties.

- A. If, for any reason, any tax imposed by this Article XX is not paid or remitted when due, then interest and penalties apply as set forth in Article XV of this Chapter.
- B. The Corporation Counsel may bring any appropriate legal action to enforce the provisions of this Article XX.

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

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

SECTION 5. In no instance shall the payment to the City of the tax imposed under this ordinance be construed to exonerate any Operator, Intermediary, or Guest from responsibility for compliance with any other City of Bloomington Code, ordinance, law or regulation, whether in force and effect now or in the future.

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

SECTION 7. This ordinance shall take effect 10 days after the date of its publication as required by law.

SECTION 8. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 26th day of November 2018.

APPROVED this ____ day of November 2018.

APPROVED:

Tari Renner, Mayor

ATTEST:

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