

**CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, AUGUST 27, 2012, 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call of Attendance**
- 5. Recognition/Appointments**
 - A. 2012 Beautification Awards – Stan Cain, Beautification Committee Chairman**
- 6. “Consent Agenda”**
 - A. Council Proceedings of August 13, 2012. (Recommend that the reading of the minutes of the previous Council Meeting of August 13, 2012 be dispensed with and the minutes approved as printed.)**
 - B. Bills and Payroll. (Recommend that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.)**
 - C. Financial Assistance Agreement known as Partners in Conservation between the Illinois Environmental Protection Agency, Bureau of Water and the City. (Recommend that the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
 - D. Text Amendment to Chapter 21. Refuse. (That the Text Amendment be approved and the Ordinance passed.)**
 - E. Text Amendment to Chapter 21. Refuse Code. (That the Text Amendment be approved and the Ordinance passed.)**

- F. **Petition from Hershey Grove, LLC Requesting Approval of a Final Plat for Brookridge Apartment 7th Addition, located north of Hamilton Rd. and east of Hershey Rd. (That the Final Plat be approved and the Ordinance passed.)**

7. Regular Agenda”

- A. **Presentation Unaudited Year End Report for Fiscal Year 2012 – Patti-Lynn Silva. (30 minutes)**
- B. **Change Order #1 for Police Department Parking Garage Repair Project. (That Change Order #1 be approved.) (15 minutes)**
- C. **Request to Waive Bid and Replace Fifty-four Scott AP75 4.5 Self-contained Breathing Apparatus from SCOTT, a Sole Source Provider. (That the purchase of fifty-four Scott AP75 4.5 SCBA from SCOTT SAFETY, in the amount of \$274,119 be approved, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted. (10 minutes)**

8. City Manager’s Discussion

9. Mayor’s Discussion

10. City Aldermen’s Discussion

11. Executive Session - cite section

12. Adjournment

13. Notes

FOR COUNCIL: August 27, 2012

SUBJECT: Council Proceedings of August 13, 2012

RECOMMENDATION: That the reading of the minutes of the previous Council Proceedings of August 13, 2012 be dispensed with and the minutes approved as printed.

BACKGROUND: The Council Proceedings of August 13, 2012 have been reviewed and certified as correct and complete by the City Clerk.

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

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

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Tracey Covert
City Clerk

David A. Hales
City Manager

Motion: That the reading of the minutes of the previous Council Proceedings of August 13, 2012 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|-------------------|-----|-----|-------|
| Alderman Stearns | | | | Alderman McDade | | | |
| Alderman Mwilambwe | | | | Alderman Anderson | | | |
| Alderman Fazzini | | | | Alderman Schmidt | | | |
| Alderman Sage | | | | Alderman Fruin | | | |
| Alderman Purcell | | | | | | | |
| | | | | Mayor Stockton | | | |

FOR COUNCIL: August 27, 2012

SUBJECT: Bills and Payroll

RECOMMENDATION: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

BACKGROUND: The list of bills and payrolls will be posted on the City’s website on Thursday, August 23, 2012 by posting via the City’s web site.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

Patti-Lynn Silva
Director of Finance

David A. Hales
City Manager

(ON FILE IN CLERK’S OFFICE)

Attachment: Attachment 1. Bills and Payroll on file in the Clerk’s office. Also available at www.cityblm.org

Motion: That the bills and payroll be allowed and orders drawn on the Treasurer for the various amounts as funds are available.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|-------------------|-----|-----|-------|
| Alderman Stearns | | | | Alderman McDade | | | |
| Alderman Mwilambwe | | | | Alderman Anderson | | | |
| Alderman Fazzini | | | | Alderman Schmidt | | | |
| Alderman Sage | | | | Alderman Fruin | | | |
| Alderman Purcell | | | | | | | |
| | | | | Mayor Stockton | | | |

FOR COUNCIL: August 27, 2012

SUBJECT: Financial Assistance Agreement known as Partners in Conservation (“Agreement”) between the Illinois Environmental Protection Agency, Bureau of Water (“IEPA”) and the City

RECOMMENDATION: That the Agreement be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

BACKGROUND: Staff respectfully requests that Council authorize entering into the Agreement between the IEPA and the City for funding of a shoreline erosion control project at the Evergreen Lake reservoir. This cooperative effort would entail funding a \$100,000 project with \$36,000 coming from IEPA, Bureau of Water and \$64,000 coming from the City’s Water Improvement Fund.

To date, the Water Department has garnered over \$500,000 in competitive cash grants from the Sand County Foundation, a private foundation that funds watershed programs and the IEPA. This Agreement will add to that tally and will utilize a proven mitigation effort, (shoreline protection), that is part of the IEPA’s strategy to reduce phosphorous in the City’s drinking water reservoirs.

The Agreement is designed to mitigate problems with reservoirs that have been determined to be impaired based upon targeted contaminants that may be found in the reservoirs above certain levels.

This Agreement is the culmination of many years of work on improving the quality of the City’s drinking water reservoirs. Starting in 2003, the IEPA conducted a Source Water Assessment and a Total Maximum Daily Load (“TMDL”) analysis of the Evergreen Lake reservoir. A TMDL is the greatest amount of a given contaminant that a reservoir can receive without violating water quality standards and designated uses.

The Evergreen Lake reservoir is a high quality reservoir. It is impaired by phosphorous which can stimulate the growth of algae within the reservoir eventually resulting in low dissolved oxygen levels and the proliferation of nuisance organisms. Phosphorous can come from many sources but one known source is completely natural. Phosphorous can be released into the reservoir from soil that has eroded from the shoreline. To minimize the phosphorous load into the reservoir, shoreline erosion must be reduced.

Once the Source Water Assessment is combined with the TMDL analysis of the Evergreen Lake reservoir completed in 2006, an implementation plan for reducing pollutants in the reservoirs was determined. Only then could grant dollars from the state and federal government become available for implementation or mitigation effort. The awarding of grant dollars is a competitive process and the amount in the Partners in Conservation program can vary from year to year. The City has applied for grant dollars in the past but has not been successful in its efforts to complete a project from this funding source.

Staff therefore respectfully requests that the Council authorize entering into the Agreement between the IEPA and the City. The City's portion for this \$100,000 project is \$64,000 and will be paid for from the Water Improvement Fund. This project is identified in the 2013 Capital budget as the Reservoir Shoreline/Stream Erosion Control Improvements project in the amount of \$100,000. No funds have been expended for this project at this time

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The McLean County Department of Parks and Recreation and Illinois Department of Natural Resources were contacted as part of this project.

FINANCIAL IMPACT: The City's commitment to this Agreement in the amount of \$64,000 is budgeted. The funding would be drawn from Water Department, Water Improvement Fund Account (#50100130 - 70220)

Respectfully submitted for Council consideration.

Prepared by:

Financial review by:

Reviewed by:

Craig M. Cummings
Director of Water

Patti-Lynn Silva
Director of Finance

Barbara J. Adkins
Deputy City Manager

Reviewed as to legal sufficiency:

Recommended by:

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Attachment: Attachment 1. Agreement

Motion:

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|-------------------|-----|-----|-------|
| Alderman Stearns | | | | Alderman McDade | | | |
| Alderman Mwilambwe | | | | Alderman Anderson | | | |
| Alderman Fazzini | | | | Alderman Schmidt | | | |
| Alderman Sage | | | | Alderman Fruin | | | |
| Alderman Purcell | | | | | | | |
| | | | | Mayor Stockton | | | |

Financial Assistance Agreement
State of Illinois
Illinois Environmental Protection Agency
Bureau of Water

AGREEMENT PERIOD:

The period of performance covered by this agreement shall be from Date of Execution through September 30, 2013. No services will be paid which are performed prior to or subsequent to this performance period.

Assistance Amount: \$36,000

Agreement Type: Partners for Conservation

Agreement Number: 21306

Recipient: Bloomington Water Department

Address: 25515 Waterside Way Hudson, Illinois 661748

Telephone: 309-434-2152 FAX: 309-434 -2159

Project Scope of Work

**EVERGREEN LAKE
PRIORITY LAKE AND WATERSHED IMPLEMENTATION PROGRAM**

Under this Agreement, the Recipient shall complete the following tasks.

1. Stabilize a minimum of 1,700 feet of highest priority shoreline on Evergreen Lake. All design plans and materials used in the construction shall meet the specifications found in the Natural Resources Conservation (NRCS) Technical Guide or equivalent. If a variation from those standards and specifications is needed, the Recipient shall provide written documentation and plans to the Agency for approval in advance of any construction activities.
2. Provide the Recipient's share of the project cost in the amount described below, ensuring that these costs are supported by non-Illinois EPA funding.
3. Comply with all certifications and conditions attached to or made part of this Agreement.

4. Obtain all applicable federal, state and local permits prior to initiating any implementation activity. Copies of all applicable permits and other pertinent information shall be forwarded to the Agency.
5. Maintain the integrity of the installed practices for a minimum period of 10 years.
6. Make the public aware of this state-sponsored project. At a minimum, place articles and photographs in at least one generally distributed local newspaper before and after project implementation.
7. The Recipient shall be available for coordination and progress briefings. The dates and locations of these briefings will be specified by the Illinois EPA in consultation with the Recipient.
8. Until the project is complete, submit written project status reports on a quarterly basis to the Agency. Project status reports shall summarize work progress to date, encountered or anticipated problems, significant findings, and expenditures and shall be forwarded to the Agency within 15 days of the ending period of each quarter.
9. Using forms provided by the Agency, prepare and submit an invoice and written documentation of costs incurred, for all eligible expenses incurred that are consistent with the Estimated Allowable Project Costs section of this Agreement. Invoices shall not be submitted more frequently than quarterly. Submit Invoices to: Illinois Environmental Protection Agency; Fiscal Services, Mail Code #2; P.O. Box 19276; Springfield, Illinois 62794-9276.
10. Submit two copies of a final report (one hard copy and one .pdf copy) covering the entire project period. Include photographic documentation of pre- and post-best management practice (BMP) or conservation treatment implementation. The report shall be completed and forwarded to the Agency by June 30, 2013.
11. Refund to the Agency the entire payment amount if the identified BMPs and conservation treatments are not installed and properly maintained, or if any unauthorized removal, alteration, or modification of the BMPs occurs within the 10 year maintenance period of this Agreement.

| |
|-------------------------|
| Project Schedule |
|-------------------------|

| <u>Description</u> | <u>Start Date</u> | <u>Completion Date</u> |
|---------------------------------------|-------------------|------------------------|
| 1. Design, Specifications, Bidding | 8/12 | |
| 2. Obtain Applicable Permits | 9/12 | |
| 3. Installation | 9/12 | 6/13 |
| 4. Public Awareness | | |
| - Pre-construction newspaper article | | 8/12 |
| - Post-construction newspaper article | | 6/13 |
| 5. Quarterly Reports | | 12/12 3/13 |
| 6. Final Summary Report | | 6/13 |

| |
|--|
| Estimated Allowable Project Costs |
|--|

| <u>Project Cost Summary</u> | <u>Totals</u> |
|-------------------------------------|---------------|
| 1. Direct Labor | \$19,000 |
| 2. Fringe Benefits / Indirect Labor | |
| 3. Equipment/Materials/Supplies | \$80,000 |
| 4. Subcontracts | \$ 1,000 |

| | | |
|-------------------|------------|----------|
| Assistance Amount | <u>36%</u> | \$36,000 |
| Recipient Match | <u>64%</u> | \$64,000 |

TOTAL \$100,000

Offer and Acceptance

This Financial Assistance Agreement is subject to all applicable State and Federal statutory provisions, State and Federal Grant Regulations, the Conditions and Certifications attached hereto, and certifications provided as part of the Recipient's Application for Assistance.

Any person who knowingly makes a false, fictitious, or fraudulent material statement, orally or in writing, to the Illinois EPA commits a Class 4 felony. A second or subsequent offense after conviction is a Class 3 felony. (415 ILCS 5/44(4)).

For the State of Illinois Environmental Protection Agency:

The Director of the Illinois Environmental Protection Agency, in accordance with the authority given in the Environmental Protection Act, and in appropriation by the General Assembly made pursuant thereby, hereby offers financial assistance to the Recipient, up to and not exceeding the specified amount, for the support of the efforts contained in the Project Description.

Director: John J. Kimi

By: Lisa Bonnett, Deputy Director

Printed Name: _____

Title: _____

Date: 8/6/12

On behalf of the Recipient:

I, the undersigned, being duly authorized to take such actions do hereby accept this offer and agree to all terms and conditions including the Conditions/Certifications attached hereto. I certify under oath that all information in the Financial Assistance Agreement is true and correct to the best of my knowledge, information, and belief; that the funds shall be used only for the purposes described in the Financial Assistance Agreement; and that the award of financial assistance is conditioned upon this certification.

Recipient: _____

Signature: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

For the State of Illinois Environmental Protection Agency

Therefore, the State of Illinois executes this Agreement this ____ day of _____, 2012.

ORGANIZATION CERTIFICATIONS AND GRANT CONDITIONS
FOR STATE FUNDED FINANCIAL ASSISTANCE AGREEMENTS
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

State funded grant applicants must certify that the following organization certifications and grant conditions, dated June 1, 2012, are acceptable and true. A summary of the organization certifications and grant conditions can be found on pages 3 through 17 of this document.

Upon review of this document, complete page 2 and return entire document to:

Illinois Environmental Protection Agency
Bureau of Water, Surface Water Section
P.O. Box 19276
Springfield, Illinois 62794-9276

List of Organization Certifications:

1. Capability
2. Recipient Share
3. Responsibility of the Recipient
4. Findings Confidential
5. Subcontracts
6. Assignments
7. Statutory Certifications
8. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms
9. More Favorable Terms Clause
10. Fraud and Other Unlawful or Corrupt Practices
11. Educational Loans & Debt Delinquency
12. Sarbanes-Oxley Act of 2002/Illinois Securities Law of 1953
13. Bid Rigging and Bid Rotating
14. Suspension and Debarment
15. Bribery
16. Drug Free Workplace Certification
17. Covenant Against Contingent Fees
18. Compliance with Government-Wide Guidance on Lobbying Restrictions
19. Audit and Access to Records
20. Indemnity
21. Trafficking Victim Protection Act of 2000
22. Management Fees
23. Right of Illinois EPA to Products of the Agreement
24. Appropriation Contingency (Multiyear)
25. Liability of the Illinois EPA
26. Disputes
27. Amendments
28. Termination
29. Payments

I, the undersigned, being duly authorized to take such actions, have: (i) reviewed the Organization Certifications and Grant Conditions for Clean Water Act Section 319(h) Financial Assistance Agreements; (ii) retained a copy of the Illinois Environmental Protection Agency's ("Illinois EPA") Organization Certifications and Grant Conditions; and (iii) certify that items 1 through 34 of the Illinois EPA's Organization Certifications and Grant Conditions are acceptable and true.

Signature of Authorized Representative

Printed Name

Title

Signed by (if other than Authorized Representative)

Printed Name

Title

Date

This Agency is authorized to require this information under 415 ILCS 5/4(k). Disclosure of this information is required. Failure to do so may prevent this form from being processed and could result in your application being denied.

ORGANIZATION CERTIFICATIONS AND GRANT CONDITIONS
For CLEAN WATER ACT SECTION 319(h) FINANCIAL ASSISTANCE AGREEMENTS
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

The term “Agreement” means the Financial Assistance Agreement between the Illinois Environmental Protection Agency (“Illinois EPA”) and the Recipient.

The term “Agreement Period” means the period of performance covered by the Agreement. The start and end date of the Agreement Period is expressly set out in the Agreement.

The term “consultant services” means any services provided under a financial assistance agreement to the State by any consultant qualified by education, experience, and technical ability to advise and assist in solving specific management and programmatic problems involving the organization, planning, direction, control, and operation of Illinois EPA.

The term “Recipient” means the individual or entity identified as the applicant in a Section 319(h) Financial Assistance Agreement Application for funding consideration. The term “Recipient” also refers to an individual or entity that has entered into a Financial Assistance Agreement with the Illinois EPA.

The term “subcontractor” is used interchangeably with the term “consultant” for purposes of the Agreement and these organizational certifications and grant conditions.

Recipients can access:

- the Illinois Compiled Statutes (“ILCS”) at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>;
- the United States Code (“USC”) at <http://www.gpoaccess.gov/uscode/>; and
- the Code of Federal Regulations (“CFR”) at <http://www.gpoaccess.gov/CFR/>.

CERTIFICATIONS:

1. Capability

The Recipient certifies that it:

- a. has the authority to accomplish the planned scope of work in the Agreement project area;
- b. has the ability to accomplish the planned scope of work pursuant to deadlines to be scheduled as part of the Agreement; and
- c. can obtain financial resources (i.e., eligible match) and has the necessary legal and institutional capability to perform the project activities throughout the Agreement Period.

2. Recipient Share

The Recipient certifies that the Recipient's share of the total project cost is supported solely with non-Illinois Environmental Protection Agency (Illinois EPA) funding used exclusively for this project and is not being used to match any other grant.

3. Responsibility of the Recipient

The Recipient certifies that it is responsible for the professional quality, technical accuracy, timely completion, and the coordination of all services furnished by the Recipient under the Agreement. The Recipient must, without additional financial assistance, correct or revise any errors or deficiencies in its services.

The Recipient certifies that it will perform such services as necessary to accomplish the objectives of the Agreement, in accordance with all the terms of the Agreement.

Illinois EPA's financial obligations to the Recipient are limited to the amount of funding identified as "Assistance Amount" in the Agreement. If the Recipient incurs costs in anticipation of receiving additional funds from Illinois EPA, Recipient does so at its own risk.

4. Findings Confidential

The Recipient certifies that any reports, information, documents, etc., given to, prepared or assembled by the Recipient under the Agreement that the Illinois EPA requests be kept confidential, as required by the Illinois Environmental Protection Act (415 ILCS 5/7 and 415 ILCS 5/7.1), shall not be made available to any individual or organization without prior written approval of the Illinois EPA.

5. Subcontracts

The Recipient must submit a draft of any contract for consultant services to the Illinois EPA for approval. The Recipient may not use any consultant services in connection with the services covered by the Agreement unless the Recipient is specifically authorized to do so, in writing, by the Illinois EPA.

Any Recipient who enters into a financial assistance agreement for consultant services with a State agency must specify in the Agreement whether the Recipient will utilize the services of a subcontractor(s). The Agreement shall include the anticipated amount of money that will be paid to the subcontractor(s).

The Recipient must establish all subcontracts in a writing that includes these organization certifications and grant conditions. If consultant services are authorized in writing by the Illinois EPA, the Recipient must submit to the Illinois EPA an executed copy of each agreement that the Recipient enters into with subcontractor(s) within seven (7) days after the date on which the Recipient enters into the agreement with the subcontractor(s). Along with

the agreement required by this paragraph, the Recipient must certify, in writing, that any subcontracts are necessary, reasonable, and allocable.

If at any time, subsequent to entering into the Agreement, the Recipient desires to utilize the services of a subcontractor in a manner inconsistent with the stipulations of the Agreement's Estimated Allowable Project Costs section, the Recipient must file a revised Project Cost Summary form with the Illinois EPA in addition to the other information required by this Subcontracts Section. The revised Project Cost Summary form must include a Subcontractor line item and the anticipated amount of money to be used under that line item. The Recipient must obtain Illinois EPA approval of the revised Project Cost Summary form before any changes indicated in the revised Project Cost Summary will take effect.

The Recipient certifies that it will maintain responsibility for ensuring successful completion of the Agreement's scope of work. This responsibility cannot be delegated or transferred to a subcontractor. The Recipient may not assign or transfer either the Agreement or any interest resulting from the Agreement without prior written authorization from the Illinois EPA. In addition, the Recipient certifies that it is responsible for selecting its subcontractors and, if applicable, for conducting subaward competitions.

If the Recipient uses any consultant services in connection with the services covered by the Agreement, the Recipient must ensure that all subcontractors abide by these certifications and conditions.

6. Assignments

The Recipient certifies that neither this Agreement nor any interest therein, or claimed thereunder, shall be assigned or transferred by the Recipient except as specifically authorized by the Illinois EPA.

7. Statutory Certifications

The Recipient certifies that it will comply with:

- a. all environmental laws and regulations;
- b. the Illinois Human Rights Act (775 ILCS 5 (2006)), and its implementing rules and regulations;
- c. the American's with Disabilities Act (42 USCA 12101 (2008));
- d. Titles VI and VII of the Civil Rights Act of 1964 (42 USCA 2000 (2008));
- e. Section 504 of the Rehabilitation Act of 1973;
- f. Title IX of the Education Amendments of 1972;

- g. the Age Discrimination Act of 1975;
- h. the Department of Labor regulations (41 CFR Part 60);
- i. the federal Davis-Bacon Act (40 USCA 3141 (2008)) wage determinations;
- j. the Architectural, Engineering, and Land Survey Qualifications Based Selection Act (30 ILCS 535 (2006));
- k. the Steel Products Procurement Act (30 ILCS 565 (2006));
- l. the Energy Policy and Conservation Act (42 USCA 6321 (2008)); and
- m. the State Prohibition of Goods from Forced Labor Act (30 ILCS 583 (2006)).

If the Recipient violates any law, regulation, or order, the Recipient may be declared ineligible for future financial assistance agreements or subcontracts with the State of Illinois or any of the State of Illinois' political subdivisions or municipal corporations, the Agreement may be terminated under the Termination Section of this Agreement, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

8. Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

The Recipient certifies that it will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

Affirmative steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps as listed in paragraph (i) through (v) of this section.

9. More Favorable Terms Clause

All Agreements that include the rental or lease of electronic data processing equipment shall include a clause that if more favorable terms are granted by the lessor, supplier, dealer, or manufacturer to any similar state or local governmental agency in any state in contemporaneous leases or rental agreements covering data processing equipment let under the same or similar financial terms and circumstances, the more favorable terms shall be applicable to all agreements or contracts made by any similar Illinois state agency for the rental or lease of comparable data processing equipment from the lessor, supplier, dealer, or manufacturer.

10. Fraud and Other Unlawful or Corrupt Practices

The Recipient certifies that it will effectively pursue available state or local legal and administrative remedies, and take appropriate remedial action with respect to any allegations or evidence of such illegality or corrupt practices, which are brought to its attention, such as bribery, graft, or kickbacks. The Recipient bears the primary responsibility for prevention and detection of such conduct and for cooperation with appropriate authorities in the prosecution of any such conduct. The Recipient must advise the Illinois EPA immediately when any such allegation or evidence comes to its attention, and must periodically advise the Illinois EPA of the status and ultimate disposition of any such matter.

11. Educational Loans & Debt Delinquency

The Recipient certifies that it, its staff, and any subcontractors are not in default on an educational loan as provided in Section 3 of the Educational Loan Default Act.

The Recipient certifies that it, its staff, and any subcontractors are not barred from being awarded a contract under Section 50-11 of Article 50 of the Illinois Procurement Code (30 ILCS 500/50-11) which provides that "No person shall submit a bid for or enter into a contract with a State agency under this Code if that person knows or should know that he or she or any affiliate is delinquent in the payment of any debt to the State, unless the person or affiliate has entered into a deferred payment plan to pay off the debt." 30 ILCS 500/50-11(a). The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

12. Sarbanes-Oxley Act of 2002/Illinois Securities Law of 1953

The Recipient certifies that it, its staff, and any subcontractors are not barred from being awarded a contract under Section 10.5 of Article 50 of the Illinois Procurement Code (30 ILCS 500/50-10.5), which provides that "no business shall bid or enter into a contract with the State of Illinois or any State agency if the business or any officer, director, partner, or other managerial agent of the business 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 for a period of 5 years from the date of conviction.” 30 ILCS 500/50-10.5. The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

13. Bid Rigging and Bid Rotating

The Recipient certifies that it has not violated Section 33E-3 of the Criminal Code of 1961 (720 ILCS 5/33E-3) during the 5-year period ending on the date of the Agreement. The Recipient certifies that it has never violated Section 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-4). The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

14. Suspension and Debarment

Recipient must fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532 includes a term or condition requiring compliance with Subpart C of 2 CFR Part 180. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required by 2 CFR 180.335 may result in: (a) the delay of this Agreement; (b) this Agreement becoming void; and (c) pursuit of legal remedies by Illinois EPA, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov.

15. Bribery

The Recipient certifies that it or its representatives have not been convicted of bribing or attempting to bribe an officer of the State of Illinois, nor has the Recipient made an admission of guilt of such conduct which is a matter of record. The Recipient and all subcontractors acknowledge that the Illinois EPA may declare the contract void if this certification is false.

16. Drug Free Workplace Certification

The Recipient certifies that it will provide a drug free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1), and will comply with all the provisions of that Act. Under Federal law, the Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200-36.230.

17. Covenant Against Contingent Fees

The Recipient warrants that no person or selling agency is currently or will be employed or retained to solicit or secure the Agreement for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warranty, the Illinois EPA will have the right

to void the Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

18. Compliance with Government-wide Guidance on Lobbying Restrictions

The Recipient certifies that the requirements of Section 1352 of Title 31 of the United States Code have been met with regard to the Agreement. The Recipient agrees to comply with 40 CFR Part 34, *New Restrictions on Lobbying*. Pursuant to Part 34, the Recipient certifies, to the best of Recipient's knowledge and belief, that:

- a. no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL ("Disclosure Form to Report Lobbying") in accordance with its instructions; and
- c. The undersigned shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when these certifications and conditions were executed. Submission of this certification is a prerequisite, imposed by Section 1352, Title 31, U.S. Code, for making or entering into the Agreement. Therefore, the Illinois EPA may declare the contract void if this certification is false. The Recipient shall include the above language in award documents for all subawards and require that subrecipients submit certification and disclosure forms accordingly.

The Recipient shall abide by the applicable Office of Management and Budget ("OMB") Circular A-21, A-87, or A-122, all of which prohibit the use of federal grant funds for litigation against the United States, for lobbying, or other political activities.

In accordance with the Byrd Anti-Lobbying Amendment, any Recipient who makes a prohibited expenditure under 40 CFR Part 34 or fails to file the required certification or

lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

19. Audit and Access to Records

The Recipient certifies that it will maintain books, records, documents, and other evidence directly pertinent to performance of U.S. EPA and Illinois EPA funded work under the Agreement in accordance with generally accepted accounting practices and principals consistent with 40 CFR Part 31. The Recipient certifies that it will also maintain the financial information and data used in the preparation or support of the cost submission required under 40 CFR 31.36(f) for any negotiated agreement and provide a copy of that cost summary to the Illinois EPA. The U.S. EPA, the Comptroller General of the United States, the U.S. Department of Labor, the Illinois EPA, the Illinois Attorney General, and the Auditor General or any of their authorized representatives shall have access to all such books, records, documents and other evidence for the purpose of inspection, audit and copying during normal business hours. The Recipient will provide proper facilities for such access and inspection.

Audits conducted under this certification shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or auditing agencies.

The Recipient certifies that it will maintain, for a minimum of five (5) years after the completion of the Agreement, adequate books, records, and supporting documents to verify the amounts, receipts, and uses of all disbursements of funds passing in conjunction with the Agreement; and the Recipient agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Agreement for which adequate books, records, and supporting documentation are not available to support the purported disbursement of the funds.

In addition, records that relate to (i) any controversy arising under a U.S. EPA assistance agreement, (ii) litigation, (iii) the settlement of claims arising out of such performance, or (iv) records that relate to costs or items to which an audit exception has been taken shall be maintained and made available by the Recipient until three (3) years after the date of resolution of the appeal, litigation, claim, or exception.

In addition to the access to records provisions of Title 40 of the CFR, cited above, the Recipient agrees to allow any appropriate representative of the Office of Inspector General to (1) examine any records of the Recipient, and of its procurement contractors and subcontractors or subgrantees, or any State or local agency administering such contract, that pertain to, and involve transactions relating to, the procurement contract, subcontract, grant or subgrant; and (2) interview any officer or employee of the recipient, subcontractor, grantee, subgrantee, or agency regarding such transactions.

Access to records is not limited to the required retention periods. The Recipient certifies that the authorized representatives designated in paragraph 1 of this Audit and Access to Records Section will have access to records at any reasonable time for as long as the records are maintained.

This Audit and Access to Records Section applies to financial records pertaining to all financial assistance agreements and all amendments to those agreements regardless of the type of agreement. In addition this section applies to all records pertaining to all agreements and amendments to those agreements:

- a. to the extent the records pertain directly to financial assistance agreement performance;
- b. if there is any indication that fraud, gross abuse, or corrupt practices may be involved; and
- c. if the financial assistance agreement is terminated for substantial failure or for convenience.

The Recipient is advised that providing false, fictitious or misleading information with respect to the receipt and disbursement of Illinois EPA grant funds may result in criminal, civil or administrative fines and penalties.

20. Indemnity

Neither Recipient, its staff, and any of its subcontractors nor Illinois EPA shall be liable for any negligent or intentional acts or omissions chargeable to the other, unless such liability is imposed by law. The Agreement shall not be construed as seeking to either enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

The Recipient agrees to defend, indemnify and hold harmless the State of Illinois including the Illinois EPA, its 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, caused by, arising out of, or occurring in connection with (a) this Agreement, (b) any actual or alleged death or injury to any person, damage to any property, or any other damage or loss suffered, claimed to result in whole or in part from this Agreement, or (c) any act, activity or omission of Recipient or any of its employees, representatives, contractors, subcontractors, or agents.

21. Trafficking Victim Protection Act of 2000

To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, the following provisions apply to this award:

- a. Illinois EPA, as the awarding Agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:

- i. is determined to have violated an applicable prohibition in the Prohibition Statement below; or
 - ii. has an employee who is determined by Illinois EPA to have violated an applicable prohibition in the Prohibition Statement below through conduct that is either:
 - 1. associated with performance under this award; or
 - 2. imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)." You must inform Illinois EPA immediately of any information you receive from any source alleging a violation of prohibition in the Prohibition Statement below.
- b. Illinois EPA's right to terminate unilaterally that is described in paragraph (a) of this Trafficking Victim Protection Act of 2000 Section of this award term:
- i. implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. is in addition to all other remedies for noncompliance that are available to Illinois EPA under the Agreement.
- c. The Recipient must include the requirements of the Prohibition Statement below in any subaward the Recipient makes to a private entity.

Prohibition Statement – The Recipient, the Recipient's employees, subrecipients under these certifications and conditions, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the Agreement is in effect; procure a commercial sex act during the period of time that the Agreement is in effect; or use forced labor in the performance of the Agreement or lower tier agreements under these certifications and conditions.

22. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The Recipient certifies that money received under terms of the Agreement will not be used for management fees or similar charges.

The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this assistance agreement. Management fees or similar charges may not be used to improve or expand the project

funded under the Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

23. Right of Illinois EPA to Products of the Agreement

The Recipient certifies that the Illinois EPA has the right to use (including, but not limited to, citing to, circulating, displaying, and reproducing) all products that result from the Recipient receiving financial assistance under the Agreement whether the product is developed by the Recipient or a subrecipient.

24. Appropriation Contingency (Multiyear)

The obligations of the State of Illinois and Illinois EPA to provide financial assistance will cease immediately without any penalty, accelerated payment, or other recoupment mechanism being required by the Recipient if in any fiscal year the Illinois General Assembly or funding source fails to make an adequate appropriation or otherwise make available sufficient funding to cover the Illinois EPA's Agreement obligations.

25. Liability of the Illinois EPA

The Recipient agrees that no personal claim shall be made of, or honored by, any independent contractor, employee, or member of the Illinois EPA by reason of any provision of the Agreement. If the appropriation of funds by the General Assembly of the State of Illinois available for payment of financial assistance agreements is exhausted, no State agency or State office, nor any independent Contractor, employee or member of the Illinois EPA will be obligated to pay the Recipient anything under the terms of the Agreement, and the Recipient will not be held to the terms of the Agreement after such exhaustion. Prior to fund exhaustion, the Illinois EPA must make a positive effort to notify the Recipient of exhaustion.

26. Disputes

Any dispute arising under the Agreement that is not disposed of by provisions of the Agreement shall be decided by the Director of the Illinois EPA or a duly authorized representative, who will render a decision in writing and mail or otherwise furnish a copy thereof to the Recipient. The decision of the Director of the Illinois EPA shall be final.

27. Amendments

These conditions and certifications must be attached to the final Agreement entered into between the Illinois EPA and the Recipient. The Agreement, these conditions and certifications, and any attachments constitute the entire agreement between the parties. No amendment to the Agreement shall take effect until approved in writing, by the Illinois EPA and the Recipient.

If a time extension is necessary to extend the period of availability of funds (Agreement Period), the Recipient must submit a written request, including a justification as to why additional time is needed and an estimated date of completion to the Illinois EPA not later than ninety (90) days before the Agreement Period expiration date.

28. Termination

- a. The Agreement may be terminated, in writing, in whole or in part by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Termination under this paragraph is not effective unless the failing party is provided: (i) at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (ii) an opportunity for consultation with the terminating party prior to termination.
- b. The Agreement may be terminated, in writing, in whole or in part by the Illinois EPA for the Illinois EPA's convenience. Termination under this paragraph is not effective unless the Recipient is provided: (i) at least ten (10) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate; and (ii) an opportunity for consultation with the Illinois EPA prior to termination.
- c. If termination for substantial failure is effected by the Illinois EPA, under paragraph (a) of this Termination Section, an equitable adjustment in the price provided for in the Agreement shall be made. However, no adjustment in the price shall be allowed for anticipated profit on unperformed services or other work, and any payment due to the Recipient at the time of termination may be adjusted to cover any additional costs to the Illinois EPA resulting from the Recipient's substantial failure. If termination for substantial failure is effected by the Recipient, under paragraph (a) of this Termination Section, or if termination for convenience is effected by the Illinois EPA, under paragraph (b) of this Termination Section, the equitable adjustment shall include a reasonable profit for services or other work performed by the party that initiates termination.
- d. The equitable adjustment for a termination either (i) initiated by the Recipient under paragraph (a) of this Termination Section, or (ii) initiated by Illinois EPA under paragraph (b) of this Termination Section, shall provide payment to the Recipient for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs incurred by the Recipient relating to firm commitments entered into prior to termination.
- e. Upon receipt of a termination action under paragraphs (a) or (b) of this Termination Section, the Recipient must 1) promptly discontinue all affected work (unless the notice directs otherwise), and 2) deliver or otherwise make available to the Illinois EPA all data, drawing, specifications, reports, estimates, summaries and such other

information and materials accumulated by the Recipient in performing the Agreement, whether those items are complete or incomplete.

- f. Upon termination under paragraphs (a) or (b) of this Termination Section, the Illinois EPA may take over the work under the Agreement and may award the same or a similar agreement to another recipient to complete the work under the Agreement.
- g. If, after termination for failure of the Recipient, under paragraph (a) of this Termination Section, it is determined that the Recipient did not fail to fulfill the Agreement obligations, the termination will be deemed to have been for the convenience of the Illinois EPA, under paragraph (b) of this Termination Section. In such event, adjustment of the price provided for in the Agreement shall be made as provided in paragraph (d) of this Termination Section.

29. Payments

Requests for payment must be submitted by the Recipient's authorized representative no more frequently than monthly. Additionally, requests for payment must be submitted within 45 days after the work, subject of the request, has been completed.

Each request must detail the amount and value of the work performed and must be accompanied by such supporting documentation as required by the Illinois EPA. The Recipient may transfer amounts among the cost categories designated in the Estimated Allowable Project Cost Summary provided the categories do not increase or decrease by more than fifteen (15) percent. Transfer in excess of fifteen (15) percent may be made only after written approval by the Illinois EPA. The requests for payment shall be submitted to:

Illinois Environmental Protection Agency
Attention: Fiscal Service
Mail Code #2
P.O. Box 19276
Springfield, Illinois 62794-9276

The Illinois EPA may withhold payment to the Recipient if the Recipient's progress in completing the scope of work does not meet the project schedule contained in the Agreement to the satisfaction of Illinois EPA. The Illinois EPA may withhold payment to the Recipient if Recipient fails to file required reports.

The Illinois EPA retains the right to withhold ten (10) percent of the assistance amount, as identified in the Estimated Allowable Project Costs Section of the Agreement, until all products outlined in the Project Scope of Work are submitted and approved by Illinois EPA.

Upon satisfactory completion of the work performed under the Agreement, as a condition before final payment under the Agreement or as a termination settlement under the

Agreement the Recipient must execute and deliver to the Agency a release of all claims against the Agency arising under the Agreement. Unless otherwise provided in the Agreement or in another writing executed by both the Illinois EPA and the Recipient, final payment under the Agreement or settlement upon termination of the Agreement shall not constitute a waiver of any claim that the Agency may have pertaining to the Agreement against any party affected by the Agreement.

All funds remaining at the end of the grant agreement or at the expiration of the period of time grant funds are available for expenditure or obligation by the Recipient shall be returned to the State within 45 days.

Upon review of this document, complete page 2 and return the document to the Illinois EPA.

FOR COUNCIL: August 27, 2012

SUBJECT: Amendments to Chapter 21. Refuse Code

RECOMMENDATION: That the Text Amendment be approved and the Ordinance passed.

BACKGROUND: Public Works staff recently reviewed City ordinances for possible changes to Chapter 21. Refuse. It found a number of minor, housekeeping changes. Public Works staff prepared changes and the Corporation Counsel and City Manager reviewed same.

SUMMARY OF CHANGES:

Section 300.5.: Frequency of Collection - Change Public Service to Public Works.

Section 300.6: Holiday Collection - Deletes Labor Day as a non-collection day. The City has been collecting refuse on Labor Day for a number of years.

Section 300.9: Leaf Collection: - Changes Public Service to Public Works.

Section 400.4: Placement of Refuse for Collection - Changes the deadline (6:00 instead of 9:00 a.m.) for placement of containers and bags on the curb for collection. Residents already are instructed to make the 6:00 a.m. deadline. This is the time set on the City's official web site. Also corrects a scrivener's error (day of instead of day ~~following~~). Also changes Public Service to Public Works and corrects a typographical error (known instead of knows).

Section 400.6: Elimination of Substandard Refuse Containers - Changes Public Service to Public Works.

SEC. 800.11: Nuisance Abatement - Changes Public Service to Public Works.

Section 102.1: Authority of Director - Changes Public Service to Public Works.

Section 301.2: Garbage Collectors - License Required; Fee; Issuance; Etc.: Corrects a typographic error to clarify the section.

Section 900.3: Lien - Changes Public Service to Public Works.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Reviewed as to legal sufficiency:

Jim Karch
Director of Public Works

Barbara J. Adkins
Deputy City Manager

J. Todd Greenburg
Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachment: Attachment 1. Ordinance

Motion:

Motion: _____

Seconded by:

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|-------------------|-----|-----|-------|
| Alderman Stearns | | | | Alderman McDade | | | |
| Alderman Mwilambwe | | | | Alderman Anderson | | | |
| Alderman Fazzini | | | | Alderman Schmidt | | | |
| Alderman Sage | | | | Alderman Fruin | | | |
| Alderman Purcell | | | | | | | |
| | | | | Mayor Stockton | | | |

ORDINANCE NO. 2012 -

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 21

BE IT ORDAINED by the City Council of Bloomington, Illinois:

Section One: That the Bloomington City Code Chapter 21, Section 300.5, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 300.5. FREQUENCY OF COLLECTION.

Garbage shall be collected once per week according to a collection schedule established by the Director of Public ~~Service~~ Works, except for such holidays as hereinafter provided.

Debris shall be collected on a schedule established by the Director of Public ~~Service~~ Works which shall ensure collection every other week, with the following exception. No brush or tree debris containing limbs, logs, branches, leaves from Ash trees commonly known as White Ash, Green Ash and Blue Ash will be collected between April 30th and September 1st in any year when there is an Emerald Ash Borer Quarantine in effect in McLean County.

Section Two: That the Bloomington City Code Chapter 21, Section 300.6, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC 300.6. HOLIDAY COLLECTION.

(a) The City shall collect garbage on all holidays which fall within the weekly calendar for collection, except Christmas ~~and Labor Day~~.

(b) Garbage shall not be collected on Christmas ~~or Labor Day~~, but shall be collected on the following day in which garbage is collected.

Section Three: That the Bloomington City Code Chapter 21, Section 300.9, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 300.9. LEAF COLLECTION.

Leaves may be collected by the City from time to time as directed by the Director of Public ~~Service~~ Works and approved by the City Manager. No person shall rake or store leaves on any street.

Section Four: That the Bloomington City Code Chapter 21, Section 400.4, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 400.4. PLACEMENT OF REFUSE FOR COLLECTION.

(a) Street Collection. Not earlier than 2:00 p.m. on the day prior to the scheduled collection day, all refuse to be collected shall be placed so as not to present a hazard to pedestrian or vehicular traffic. Placement of refuse on the owner's property shall constitute authorization for refuse collectors to enter onto said property for the purpose of collecting refuse deposited thereon.

(b) Alley Collection. Where alley pick up is authorized under this Chapter, all refuse to be collected shall be placed within five (5) feet of the alley, or in the alley in such a manner as to be readily collectible and not to present a hazard to vehicular traffic. Placement of refuse on the owner's property shall constitute authorization of refuse collectors to enter onto said property for the purpose of collecting refuse deposited thereon.

(c) Collection in General. During the period of time beginning at 2:00 p.m. on the day prior to the scheduled collection day and ending at ~~9:00~~ 6:00 a.m. on the day ~~following~~ of the collection ~~day~~, garbage placed for collection may be placed in any of the approved refuse containers specified in Section 200.4, including plastic refuse bags established by the Director of Public ~~Service~~ Works.

(d) No person shall place any brush or tree debris of any kind, including but not limited to limbs, logs, branches, leaves; from Ash trees commonly ~~known~~ known as White Ash, Green Ash and Blue Ash for collection by the City of Bloomington between April 30th and September 1st in any year when there is an Emerald Ash Borer Quarantine in effect in McLean County.

Section Five: That the Bloomington City Code Chapter 21, Section 400.6, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 400.6. ELIMINATION OF SUBSTANDARD REFUSE CONTAINERS.

(a) City collectors shall have the authority to condemn defective refuse containers. A container may be considered defective if it:

- (1) has no cover or the cover fits so badly as to allow insects or animals access to the contents;
- (2) has no handles;
- (3) is rotted or has any holes in top, side or bottom;
- (4) has ragged or sharp edges or any other defect liable to hamper or injure a refuse collector; or
- (5) is in an unsanitary condition.

(b) A container may be condemned by placing a red tag or sticker on it in a conspicuous place. If such container is defective according to subsection (a)(1), (2), (3) or (4) above, it shall be replaced prior to the next scheduled collection of refuse. If such container is defective according to subsection (a)(5) above, it shall be cleaned prior to the next scheduled refuse collection.

(c) Any condemned container not replaced or cleaned pursuant to subsection (b) above, shall be collected with the refuse at the next scheduled refuse collection. The City shall not be held liable for the collection of any defective container.

(d) Any person may dispute the condemnation of a container by calling the Director of Public ~~Service~~ Works, whose judgment shall be final. Failure to contact the Director within twenty-four (24) hours of condemnation shall constitute an admission that the container was defective.

Section Six: That the Bloomington City Code Chapter 21, Section 800.11, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 800.11. NUISANCE ABATEMENT.

(a) In the event of a violation of Article VIII of this Chapter, the Director of the Planning and Code Enforcement, the Director of the Public ~~Service~~ Works Department or their designates, shall notify, in writing, such owner to cut, destroy, or remove such growth or objects as are prohibited by said Section. In the event such owner cannot be located after reasonable inquiry, posting shall be sufficient notice. The notice shall state that unless such nuisance is so abated or removed by a specific date, the City will cause it to be abated or removed, the cost thereof will be charged to the owner, and that such cost shall be a lien upon the real property where the nuisance was abated or removed. Such notice shall also state that the failure of such owner to abate the nuisance as required by such notice shall be deemed an implied consent for the City to abate or remove such nuisance. Such implied consent shall be deemed to form a contract between such owner and the City. If such owner fails to abate any nuisance within the time limit specified in such notice, the City may proceed to abate such nuisance, keeping an account of the expense of the abatement as to each particular lot or tract, and such expense shall be charged and paid by such owner.

(b) Administrative Expense. In addition to the expenses set forth in subsection (a), the City shall charge a One Hundred Dollar (\$100.00) per lot or Four Hundred Dollar (\$400.00) per acre fee to cover a portion of the administrative costs incurred for removal of the nuisance. This expense shall be assessed against the owner of any property which received a notice from the City as set forth in subsection (a), regardless of whether the City or its agents are required to mow the property involved.

(c) Lien or Personal Judgment. If the costs of abating or removing the nuisance remain unpaid, the City, at its option, may file a lien upon the real property where the nuisance was abated or removed, or commence proceedings in the Circuit Court seeking a personal judgment from the owner of such property where the nuisance was abated or removed.

(1) Lien. When the City exercises its right to file a lien upon the real property where the nuisance was abated or removed, the City must file a Notice of Lien in the office of the Recorder of Deeds of McLean County. Such notice shall consist of a sworn statement setting out:

- (1) A description of the real estate, sufficient for identification;
- (2) The amount of money representing the cost and expense incurred or payable for the service; and

(3) The date or dates when such cost or expense was incurred by the municipality. This lien shall be superior to all other liens except taxes, provided, however, it shall not be valid as to any purchaser whose right in and to such real estate have arisen subsequent to the date on which such costs were incurred and prior to the filing of such notice, and a lien of the City shall not be valid as to any mortgages, judgment, creditor or other alienor whose rights in and to such real estate arise prior to the filing of such notice. Upon payment of the costs and expenses by the owner of any other person interested in such property, after the Notice of Lien has been filed, the lien shall be released by the City and the release may be filed of record as in the case of filing the Notice of Lien. The lien may be enforced by proceeding to foreclosure, as provided by law. Interest on the lien shall accrue at the rate of 6% per year.

(2) Personal Judgment. When the City exercises its right to obtain a personal judgment against an owner for the cost of abatement or removal of a nuisance, the City shall file an action in the Circuit Court against any person or persons to whom notice was sent as authorized in Section 800.10(a). Said action shall be used upon the implied consent by said persons to form a contract with the City for the abatement or removal of said nuisances. The action authorized by this paragraph shall be in addition to, and without waiver, of any other remedy.

(d) Definition of "Owner". For the purpose of Chapter 21, the term "owner shall mean the person, partnership or entity paying property taxes on the real estate on which a violation of this Chapter occurs.

Section Seven: Sections 102.1, 301.2, and 900.3 of Chapter 21, of the Bloomington City Code, 1960, as amended, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SECTION 102.1. AUTHORITY OF DIRECTOR.

- (a) The Director of Public Service (Works) is hereby authorized to:
 - (1) plan, establish, add to, or alter refuse collection routes;
 - (2) supervise, regulate and direct conduct of City refuse collectors;
 - (3) take such other and further steps as are necessary to insure the efficient collection of refuse within the City.

- (b) The Director of Planning and Code Enforcement is hereby authorized to:
 - (1) plan and establish inspection and reporting procedures;
 - (2) supervise refuse inspections;
 - (3) take such other and further steps as are necessary to insure efficient refuse inspections within the City.

SEC. 301.2. GARBAGE COLLECTORS – LICENSE REQUIRED; FEE; ISSUANCE; ETC.

All persons, before collecting garbage, rubbish, or ashes within the City shall procure annually a license form from the City Manager upon the payment of a fee of One Hundred Dollars (\$100.00).

SEC. 900.3. LIEN

Charges for the cost incurred by the City for the abatement of a violation from any property pursuant to this Chapter shall be a lien upon the premises with priority as provided in 65 ILCS 5/11-20-13, as heretofore or hereafter amended. At any time after a bill has been sent to the owner for abatement of the violation a lien may be filed with the Recorder of Deeds in the manner provided by paragraph 1 of 65 ILCS 5/11-20-13. The failure of the City to record such lien claimed or to mail notice or the failure of the owner to receive notice of such lien shall not affect the right to foreclose on the lien for such charges as provided in Section 900.1 of this Chapter. For purpose of this Section, the City shall be deemed to incur the cost of the abatement:

- (1) (If the abatement is done by a private contractor,) at the time the City pays for such abatement; or
- (2) (If abatement is done by City personnel,) at the time the Director of Public Service Works transmits to the Finance Department a calculation of the cost of the abatement.

Section Eight: Except as provided for herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

Section Nine: The City Clerk is authorized to publish this ordinance in pamphlet form as provided by law.

Section Ten: This ordinance shall be effective upon its passage and approval.

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

PASSED this 27th day of August, 2012

APPROVED this ____ day of August, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: August 27, 2012

SUBJECT: Amendments to Chapter 21. Refuse Code

RECOMMENDATION: That the Text Amendment be approved and the Ordinance passed.

BACKGROUND: Public Works staff identified five (5) sections of Chapter 21. Refuse which require amendments as the City ushers in more automated and efficient systems of refuse and recycling collections. It drafted proposals and the Corporation Counsel and City Manager reviewed same.

The amendments codify the shift from blue recycling bins to wheeled recycling carts. Staff asks they be adopted now so they are in place in time for our recycling bin rollout. Obviously, the ordinance cannot and will not be enforced until the carts are in place. Changes further accommodate forthcoming introduction of wheeled carts for collection of household refuse in some areas of the City and, potentially, the entire city.

Alleys are also addressed. Alley collection is done in eight (8) sections of alleyways. Four (4) alley sections are being deleted from the list because they cannot physically accommodate the process of automated collection of recycling carts. Residents will be individually notified by staff.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: None. This Text Amendment enables enactment of policies and procedures already decided upon the Council.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Reviewed as to legal sufficiency:

Jim Karch
Director of Public Works

Barbara J. Adkins
Deputy City Manager

J. Todd Greenburg
Corporate Counsel

Recommended by:

David A. Hales
City Manager

Attachment

Attachment 1. Ordinance

Motion: _____

Motion: _____

Seconded by:

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|-------------------|-----|-----|-------|
| Alderman Stearns | | | | Alderman McDade | | | |
| Alderman Mwilambwe | | | | Alderman Anderson | | | |
| Alderman Fazzini | | | | Alderman Schmidt | | | |
| Alderman Sage | | | | Alderman Fruin | | | |
| Alderman Purcell | | | | | | | |
| | | | | Mayor Stockton | | | |

ORDINANCE NO. 2012 -

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 21

BE IT ORDAINED by the City Council of Bloomington, Illinois:

SECTION 1. That the Bloomington City Code Chapter 21, Section 200.4, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 200.4 TERMS NOT DEFINED

Where terms are not defined through the methods authorized by this Section they shall have their ordinarily accepted meanings such as the context implies.

ANIMAL FECES: Solid waste excrement from animals.

APPROVED: Approved as applied to a device shall mean approved by the Code Official under the provisions of this Code, or approved by other authority designated by law to give approval in the matter in question.

APPROVED COMPOST BINS: Approved bins for composting include, and are limited to:

- (1) Snow Fence Bins;
- (2) Metal Bins;
- (3) Block or Brick Bins;
- (4) Wooden Bins;
- (5) Plastic Bins.

The compost bin is not to exceed thirty-six (36) square feet in area nor one hundred eight (108) cubic feet in volume.

APPROVED RECYCLE CONTAINERS:

- ~~(1) A can made of galvanized iron or lined with galvanized iron, of not more than thirty/thirty three (30 33) gallon capacity, which is weather tight, has a tight fitting cover and two (2) handles, or~~
- ~~(2) A heavy duty durable plastic container of not more than thirty/thirty three (30 33) gallon capacity which is weather tight, has a tight fitting cover and has two (2) handles, or~~

(1) Wheeled carts of 65 gallons, 95 gallons or other volumes issued exclusively by the City of Bloomington Public Works Department and its designees and vendor for the sole purposes of recycling, and excluding blue, hand-carried bins previously issued by the City. The carts are issued to addresses and remain the property of the City of Bloomington.

APPROVED REFUSE CONTAINER: The term “approved refuse container” shall mean:

(1) A can made of galvanized iron or lined with galvanized iron, of not more than thirty/thirty-three (30 - 33) gallon capacity, which is watertight, has a tight fitting cover and two (2) handles, or

(2) A heavy duty durable plastic container of not more than thirty/thirty-three (30 - 33) gallon capacity, which is watertight, has a tight fitting cover and has two (2) handles, or

(3) Plastic refuse bags meeting specifications established by the Director of Public Service Works and approved by the City Manager.

(4) Wheeled garbage carts issued exclusively by the City through the Department of Public Works or its designee or vendor. These carts remain the property of the City of Bloomington and may only be used in locations designated by the City.

(5) In certain areas of the City, or in the City as a whole, the City may mandate that City-issued wheeled carts be used for refuse and will be the exclusive issuer of the carts through the Department of Public Works and its designees and vendor. The City may prohibit use of any other containers, including those listed in (1), (2) and (3), in the areas affected.

BRUSH: Tree branches and/or trimmings, shrubbery branches and/or trimmings.

BUILDING: Interchangeable with structure.

BUILDING WASTE: All waste or residue resulting from building construction, reconstruction, repair, demolition, or replacement.

BULK WASTE: The following types of waste:

(1) Appliances, including, but not limited to: washer, dryer, refrigerator, freezer, stove, tv, water heater; or

(2) Indoor furniture, including, but not limited to: bed springs, mattress, carpet, couch, chair, cushions; or

(3) Car parts, including, but not limited to: wheel rims, hub caps, truck cap, junk metal, but **NOT** including batteries or tires; or

(4) Other items exposed to the elements not designed for exterior use; or

(5) Firewood, etc. not neatly stacked eighteen (18) inches above the ground. (Ordinance No. 2009 - 58)

CODE OFFICIAL: The official who is charged with the administration and enforcement of this Code or any duly authorized representative. The Director of Planning and Code Enforcement, the Director of Public ~~Service~~ Works, or their authorized representatives.

COMMERCIAL BUILDING: A building which is used for any commercial or industrial purpose whatever, and shall include hotel and motels.

COMPOSTING: The controlled decomposition of organic materials using aerobic bacteria.

DEBRIS: A generic term which includes rubbish, building waste, bulk waste, brush, garden waste and landscape waste.

DEPARTMENT: The Departments of Public ~~Service~~ Works and Planning and Code Enforcement of the City of Bloomington.

DIRECTOR: The Directors of Public ~~Service~~ Works and Planning and Code Enforcement of the City of Bloomington, or the authorized representative of either.

DWELLINGS: A building designed, arranged, used or intended to be used principally for residential occupancy (except a mobile home), including single-family, two-family and/or multi-family dwellings.

One-Family Dwelling (Single). A building containing no more than one (1) dwelling unit.

Two-Family Dwelling (Duplex). A building containing no more than two (2) dwelling units.

Multiple Family Dwelling. A building containing more than two dwelling units.

Rooming house. A building arranged or used for lodging, with or without meals, for compensation and occupied as a one-family dwelling and more than two (2) other unrelated by blood, adoption or marriage living in a dwelling unit.

EXTERIOR PROPERTY: The open space on the premises and on adjoining property under the control of owners or operators of such premises.

GARBAGE: Putrescible animal or vegetable waste resulting from the handling, preparation, cooking, and consumption of food; animal or vegetable products used as bait for hunting, fishing and trapping purposes; or animal carcasses of any size.

GARDEN WASTE: Remains of garden vegetation at the end of the growing season.

LANDSCAPE WASTE: Tree trimmings, grass clippings, leaves, flower trimmings, ornamental bush trimmings, house plant clippings and other vegetation trimmings.

LICENSED WASTE COLLECTOR: A person who obtains a license from the City of Bloomington to collect or transport public or private refuse over the streets of the City.

MOSQUITO HARBORAGE: Any land, vegetation, stagnant or fresh water (water standing in excess of five (5) days), or other condition which in the opinion of the Code Official constitutes a breeding area for mosquitoes.

OCCUPANT: Any person living or sleeping in a building; or having actual possession of a space within a building.

OPERATOR: Any person who has charge, care or control of a structure or premises which is let or offered for occupancy.

OWNER: Any person, agent, operator, firm, or corporation having legal or equitable interest in the property; or recorded in the official records of the state, county or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person.

PERSON: An individual, corporation, partnership or any other group acting as a unit; except that for purposes of defining a dwelling unit, or occupancy limits, "person" shall be defined as an individual.

PREMISES: A lot, plot or parcel of land, if any, including the buildings or structures.

PUBLIC NUISANCE: Includes the following:

- (1) The physical condition, or use of any premises regarded as a public nuisance at common law; or
- (2) Any condition or action declared to be a public nuisance by any provision of the Bloomington City Code other than this Article; or
- (3) Any premises which are unsanitary, or which are littered with animal feces, or which are littered with garbage and/or debris, or which has an uncontrolled growth of weeds, grass and/or other vegetation, or has improperly maintained vegetation, or has conditions which constitutes a mosquito harborage; or
- (4) Any premises which has garbage and/or debris stored in such a number or quantity that it has a potential of becoming an insect or rodent harborage or has an adverse or degrading effect on the surrounding areas or neighborhoods.

PUBLIC WAY: Any street, alley or other parcel of land open to the outside air leading to a public street, which has been deeded, dedicated or otherwise permanently appropriated to the public for public use and which has a clear width and height of not less than ten (10) feet (3048 mm).

RECYCLABLE MATERIALS: Aluminum and steel cans, glass bottles and jars, plastic bottles (#1 & #2), food boxes, cardboard and paper collected for the purposes of recycling.

REFUSE: The entire scope of several categories of natural and man-made waste including garbage and debris.

REFUSE CODE: The Refuse Code officially adopted by the City Council, or other such Codes officially designated by the City Council for the regulation of refuse collection and enforcement.

REFUSE COLLECTOR: An employee of the City of Bloomington assigned to pick up refuse or any person, including any employees, authorized by the Director of Public ~~Service~~ Works to pick up recyclable materials.

RUBBISH: Combustible and noncombustible waste materials, except garbage, and the term shall include the residue from the burning of wood, coal, coke, and other combustible materials, paper, rags, bedding, cartons, boxes, wood, excelsior, rubber, leather, tin cans, metals, mineral matter, glass, crockery and dust and other similar materials.

SOLID WASTE: The entire scope of several categories of natural and man-made waste including garbage and debris.

STREET: All publicly dedicated streets in the City of Bloomington. Where refuse collection authorized by Section 300.1 of this Code may not be conveniently conducted from publicly dedicated street, “street” shall also include streets in a mobile home park which possesses the following characteristics:

- (1) pavement of not less than ten (10) feet in width;
- (2) freedom from all obstructions not less than two (2) feet on each side of the pavement;
- (3) absence of overhanging tree limbs which could interfere with any City refuse collection vehicle;
- (4) configuration which allows City refuse collection vehicles convenient ingress and egress.

STRUCTURE: That which is built or constructed, including without limitation because of enumeration, buildings for any occupancy or use whatsoever, fences, signs, billboards, fire escapes, railings, water tanks, towers, open grade steps, sidewalks or stairways, tents or anything erected and framed of component parts which is fastened, anchored or rests on a permanent foundation or on the ground.

TREE EXPERT: For purposes of this Chapter, a “tree expert” means any person, partnership, corporation, firm or any other entity of any description who trims or removes trees or stumps for hire.

YARD: An open space on the same lot with a building extending along the entire length of a street, or rear or interior lot line.

SECTION 2. That the Bloomington City Code, Chapter 21, Section 300.4, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 300.4: PRESENT ALLEY COLLECTION.

The following paved alleys shall be used for collection of garbage:

- (a) The alley between White Place and the Illinois Central Railroad right-of-way, from Empire to Emerson;
- (b) The alley between White Place and Clinton Boulevard from University to Emerson;
- (c) The alley between Empire Street and Walnut Street from Clinton Boulevard to Elder Street;
- ~~(d) The alley between Monroe Street and Elmwood Road from Colton Avenue to Cecil Street;~~
- ~~(e) The alley between Jefferson Street and Monroe Street from Colton Avenue to Towanda Avenue;~~
- ~~(f) The alley between Grove Street and Olive Street from Vale Street to Moore Street;~~
- ~~(g) The alley between East Street and Prairie Street from Locust Street to Mulberry Street;~~
- ~~(h)~~ (d) The alley between Indianapolis Street and McClun Street from Oakland Avenue to Bell Street.

~~Persons residing on property abutting the alley described in subsections (d), (e) and (f) are prohibited from placing brush and bulk waste in said alleys for collection by the City, and are required instead to place brush and bulk waste at the curb on the street in front of their residences. (Ordinance No. 1995 - 63)~~

SECTION 3: That the Bloomington City Code, Chapter 21, Section 400.1, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 400.1: PREPARATION OF REFUSE.

- (a) Garbage and Applicable Debris. All garbage and applicable debris shall be placed in approved refuse containers, in quantities not exceeding thirty-five (35) pounds unless the City indicates otherwise for a specific location and issues a wheeled cart for the location.

~~(b) Newspapers and empty boxes not placed in an approved refuse container shall be tied securely into bundles weighing not more than thirty five (35) pounds. (Ordinance No. 1995-63)~~

~~(e)~~ (b) Brush not in approved refuse containers shall be cut in lengths not to exceed six (6) feet in length and stacked neatly for collection.

~~(d)~~ (c) Bulk waste shall be prepared so as not to be a hazard. Doors must be removed from refrigerators, and other large appliances.

SECTION 4. That the Bloomington City Code Chapter 21, Section 600.2, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC. 400.3: STORAGE OF REFUSE.

Except for a period of time beginning at 2:00 p.m. on the day prior to the scheduled collection day and ending at 9:00 a.m. on the day following the collection day, all refuse and refuse containers shall be stored on the owner's premises, screened so as to prevent their being viewed from the street.

Refuse stored on the exterior of any property must be stored in either an approved galvanized iron refuse container or an approved heavy duty durable plastic container, being not more than thirty/thirty-three (30-33) gallon capacity, and which is watertight, has a tight fitting cover and two (2) handles, as specified in Section 200.4, or in a City-issued wheeled garbage cart. Refuse stored on the exterior of the property shall not be stored in plastic or paper bags of any kind. (Ordinance No. 1995 - 63)

SECTION 5. That the Bloomington City Code Chapter 21, Section 600.2, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

SEC.: 600.2 APPROVED RECYCLING CONTAINERS

~~(1) A can made of galvanized iron or lined with galvanized iron, of not more than thirty/thirty-three (30-33) gallon capacity, which is weather tight, has a tight fitting cover and two (2) handles; or~~

~~(2) A heavy duty durable plastic container of not more than thirty/thirty three (30-33) gallon capacity which is weather tight, has a tight fitting cover and has two (2) handles; or~~

~~(3) Containers issued by the City of Bloomington Public Service Department for the purposes of recycling. (Ordinance No. 1995-63)~~

(1) Wheeled carts of 65 gallons, 95 gallons or other volumes issued exclusively by the City of Bloomington Public Works Department and its designees and vendor for the sole purposes of recycling, and excluding blue, hand-carried bins previously issued by the

City. The carts are issued to addresses and remain the property of the City of Bloomington.

SECTION 6: Except as provided for herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

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

SECTION 8: This ordinance shall be effective upon its passage and approval.

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

PASSED this 27th day of August, 2012

APPROVED this ____ day of August, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

FOR COUNCIL: August 27, 2012

SUBJECT: Petition from Hershey Grove, LLC Requesting Approval of a Final Plat for Brookridge Apartments, 7th Addition, located north of Hamilton Rd. and east of Hershey Rd.

RECOMMENDATION: That the Final Plat be approved and the Ordinance passed subject to the Petitioner paying the required fees prior to recording of the plat.

BACKGROUND: On April 22, 2002, Council approved the Preliminary Plan for Hershey Grove Subdivision. Staff reviewed the Final Plat and finds it in conformance with the provisions of the Preliminary Plan and the Brookridge Heights Apartments Street Name Plan dated July 15, 2003.

On August 22, 2011, Council approved a Development Agreement with Hershey Grove, LLC which modified that portion of the Annexation Agreement which addressed Hershey Rd. The amendment extended the timeframe of the Annexation Agreement to February 22, 2032. It also extended the deadline for the City to complete an extension of Hershey Rd. south of the Norfolk Southern Railroad. Additionally, the amendment clarified the construction of Hamilton Rd. pavement from the entrance to Brookridge Apartments east to the property line. This section of Hamilton Rd. is near completion and is on schedule for completion by November 1, 2012.

There are tap on fees due from this subdivision per the Annexation Agreement dated February 11, 2002, and amended August 22, 2011.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Hershey Grove, LLC.

FINANCIAL IMPACT: All survey and platting costs are being paid by Hershey Grove, LLC.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed as to legal sufficiency:

Reviewed by:

Jim Karch
Director of Public Works

J. Todd Greenburg
Corporation Counsel

David A. Hales
City Manager

Attachments: Attachment 1. Petition
Attachment 2. Ordinance
Attachment 3. Legal description

Motion:

Motion: _____ Seconded by:

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|-------------------|-----|-----|-------|
| Alderman Stearns | | | | Alderman McDade | | | |
| Alderman Mwilambwe | | | | Alderman Anderson | | | |
| Alderman Fazzini | | | | Alderman Schmidt | | | |
| Alderman Sage | | | | Alderman Fruin | | | |
| Alderman Purcell | | | | | | | |
| | | | | Mayor Stockton | | | |

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes Hershey Grove, LLC, an Illinois limited liability company, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioners is the owner of the freehold or lesser estate thereinof the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Seventh Addition to Brookridge Apartments Subdivision, Bloomington, Illinois.
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None other than permitted by the Preliminary Plan and/or Annexation Agreement.

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

Respectfully submitted,

HERSHEY GROVE, LLC,
By Snyder Properties Trust, Member,

By: _____
Stephen W. Snyder, One of its Trustees

ORDINANCE NO. 2012 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE SEVENTH ADDITION TO BROOKRIDGE APARTMENTS SUBDIVISION

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

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: None other than permitted by the Preliminary Plan and/or Annexation Agreement; and

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

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Seventh Addition to Brookridge Apartments Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this ____th day of August, 2012.

APPROVED:

Mayor

ATTEST:

City Clerk

LEGAL DESCRIPTION
Seventh Addition to Brookridge Apartments Subdivision





Outlot 17 in the Sixth Addition to Brookridge Apartments Subdivision in the City of Bloomington, McLean County, Illinois, according to the Plat recorded September 23, 2011 as Document No. 2011-21011 in the McLean County Recorder's Office.

Brookridge Apartments Subdivision 7th Addition



DATE 08/13/2012
Public Works Department

Legend

-  Proposed Addition
-  Existing Streets
-  Planned Streets
-  Parcels

Brookridge Apartments Subdivision 7th Addition

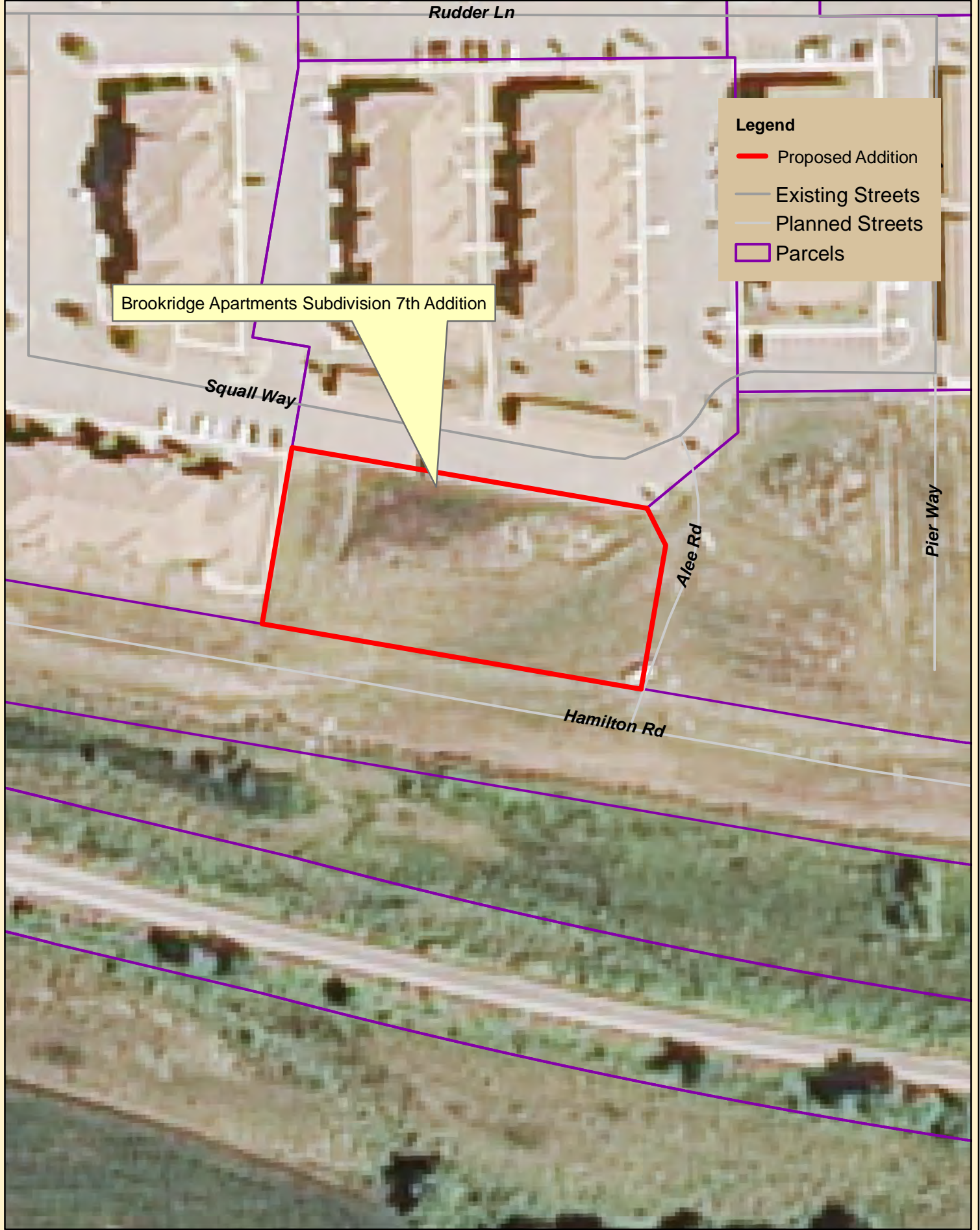
Rudder Ln

Squall Way

Alee Rd

Hamilton Rd

Pier Way



**ITEM 7A. PRESENTATION UNAUDITED YEAR END
REPORT FOR FISCAL YEAR 2012**

**THIS ITEM WILL BE AVAILABLE ON FRIDAY,
AUGUST 24, 2012**

SUBJECT: Change Order #1 for Police Department Parking Garage Repair Project

RECOMMENDATION: That Change Order #1 be approved.

BACKGROUND: On July 25, 2011, Council approved a contract with Walker Restoration Consultants, Inc., Chicago, IL, to evaluate the condition of the Police Department Parking Garage and provide plans and specifications for the repairs. Part of the evaluation was to estimate the amount of area that would require full depth concrete replacement. This evaluation process is called sounding. Sounding is completed by dragging a chain across the surface of the concrete while listening for a hollow sound. When a hollow sound is discovered, the engineer will estimate the area that will need full depth concrete replacement and include that amount in the specification as a unit price per square foot. The engineer's estimate for the top deck, full depth concrete replacement was 670 square feet. The actual square footage after hydro demolition was 4,764 square feet. The difference in square feet resulted in additional cost of \$220,329.70.

There was a line item in the specification for floor preparation. Floor preparation is the hydro demolition and removing any loose concrete with hand held jack hammers after completing hydro demolition. The specification asked Western Waterproofing, Inc., the contractor, to remove concrete to a depth of 1.5 inches. During the demolition process, loose concrete was removed beyond the 1.5 inch depth. A total of 4,359 square feet of the concrete was removed beyond the 1.5 inch specification. The cost for this extra work was \$38,359.20.

When the specifications were written four of the eight drains were not scheduled to be replaced. It was believed that the concrete around the drains could be replaced and the steel drains could be saved. As the concrete around the drains was being removed, the condition of the steel drains was revealed and they had to be replaced. The cost for replacing the drains was \$12,260.

Total Cost for Change Order #1

| | |
|---------------------------------|------------------|
| Full Depth Concrete Replacement | \$220,329.70 |
| Additional Floor Preparation | 38,359.20 |
| <u>Additional Four Drains</u> | <u>12,260.00</u> |
| Total for Change Order #1 | \$270,948.90 |

Staff also asked Walker Consulting, Inc., the engineering firm, to provide a letter explaining the need for the extra work. A copy of same has been provided to the Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED Not applicable.

FINANCIAL IMPACT: This change order will result in an increase to the contract amount with Western Waterproofing, Inc., of \$270,948.90. The total cost of the project is:

Current Contract Amount \$496,225.00
 Change Order #1 270,948.90

New Contract Amount \$767,173.90

Unbudgeted Funds for Change Order #1 will come from 40100100 – 70510, Capital Improvement Fund-Repair/Maintenance Building. The General Fund will transfer funds to the Capital Improvement Fund to offset this Change Order through a mid-year budget amendment. The General Fund will transfer the funds from the City’s reserves.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Reviewed by:

Robert F. Floyd
 Facilities Manager

Mark R Huber, Director
 Director of PACE

Barbara J. Adkins
 Deputy City Manager

Financial review by:

Recommended by:

Patti-Lynn Silva
 Director of Finance

David A. Hales
 City Manager

Attachments: Walker Letter

Motion:

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|-------------------|-----|-----|-------|
| Alderman Stearns | | | | Alderman McDade | | | |
| Alderman Mwilambwe | | | | Alderman Anderson | | | |
| Alderman Fazzini | | | | Alderman Schmidt | | | |
| Alderman Sage | | | | Alderman Fruin | | | |
| Alderman Purcell | | | | | | | |
| | | | | Mayor Stockton | | | |



WALKER
RESTORATION CONSULTANTS

850 West Jackson Blvd Suite 310
Chicago, IL 60607

Voice: 312.633.4260
Fax: 312.633.4262
www.walkerrestoration.com

August 13, 2012

Mr. Bob Floyd
Facility Manager
City of Bloomington, IL
109 East Olive Street
PO Box 3157
Bloomington, IL 61702-3157

RE Police Department Parking Structure
WRC Project No. 31-7314.00

Dear Bob:

This letter is to follow up on our discussion regarding the full depth double-tee repairs. One of the main causes of the additional full depth repairs can be directly attributed to the poor quality of the concrete that was used in the production on the precast tees. We had anticipated approximately 670 square feet of full depth tee flange repairs. This was determined by our chain drag survey on the Top Level and underside review (visual inspection) on the Middle Level. While we believe we had estimated a sufficient quantity to cover the full depth flange repairs, there wasn't any way we could have determined the concrete strength of each tee without taking a core from each tee. This would have made our fees cost prohibitive and would have unacceptably extended the repair design timeframe. Essentially, the hydro demolition contractor removed all the lower strength and low quality concrete when he was preparing the surface for the overlay. Any attempt to reduce the volume of removal would have resulted in pouring new concrete over unacceptably poor material resulting in a repair subject to premature failure, possibly in the near future.

Also, if a partial repair would have been done to the top side of the tees (\$37.15/S.F.) and a partial bottom side repair were done on to the tees (\$125.90/S.F.), the cost of the repair, based upon the unit price submitted by the contractor, would have been \$163.05/S.F. There is \$111.55 per square foot saving for making the floor repair full, plus the fact that it is a much better repair and longer lasting.

As you are aware, the contract cost for the full depth repair from the contractor was \$51.50 per square foot. If we had decided to remove the existing tees and replace with new precast tees on the Top Level, this would have cost the City \$80.00 to \$100.00 per square foot or \$960,000 to \$1,200,000 for the Top Level repairs alone, so there is significant cost savings to the City for doing the in-place concrete repairs.

Recent experience with double-tee replacement on another project has shown that the actual cost of removing damaged tees and replacing them with new tees is \$135/S.F. The project we are



WALKER
RESTORATION CONSULTANTS

Mr. Bob Floyd
August 13, 2012
Page 2

referring to was a smaller quantity, so allowing for some economy of scale on this project, we feel the \$80 to \$100 range is valid approximation.

If you have any further questions, please call.

Sincerely,
Walker Restoration Consultants

Kurt L. Salm
Project Manager, S.E., R.A.

KLS:cgm

J:\31-7314-00-Bloomington_PD_Garage\LTR081312-CityofBloomington-Floyd.doc

FOR COUNCIL: August 27, 2012

SUBJECT: Request to Waive Bid and Replace Fifty-four (54), Scott AP75 4.5 Self-Contained Breathing Apparatus (SCBA) from SCOTT, a Sole Source Provider

RECOMMENDATION: That the purchase of fifty-four (54), Scott AP75 4.5 SCBA from SCOTT SAFETY, in the amount of \$274,119 be approved, the Purchasing Agent be authorized to issue a Purchase Order for same, and the Resolution adopted.

BACKGROUND: SCBA is one of the most critical pieces of equipment for the safety and survival of firefighters during work in a hazardous atmosphere such as a fire or hazardous materials event. The current SCBAs are experiencing a variety of problems including leaking high pressure lines and numerous regulator issues. These issues are due to their age and frequent use. SCBA is the lifeline for firefighters and it is critical that the City provide SCBA that is consistent throughout the department and dependable. The Fire Department uses only “fire certified” safety apparel and equipment for its firefighters and has invested over the years in SCOTT SAFETY brand of safety equipment. Due to the previous investment, compatibility, continuity, safety, training and warranty issues, staff is recommending the purchase of SCOTT SAFETY brand to replace the existing SCBA units.

Approximately forty-eight (48) SCBA units in use by the department are over fifteen (15) years old. None of these units meet current SCBA guidelines set by National Fire Protection Association (NFPA).

The purchase of SCOTT SAFETY brand SCBA is recommended for the following reasons:

1. The department has already invested in SCOTT SAFETY brand.
2. Staff is familiar with this brand; alleviating both safety and training concerns.
3. In order to maintain unit warranties, it is necessary to continue to purchase SCOTT brand accessory equipment.
4. SCBA equipment must be certified for use in firefighting operations. Not all SCBA have this certification. Many are certified for industrial use only. Not using those that are certified for firefighting could lead to death or serious injury to personnel and subject the City to liability.
5. SCBA equipment cannot be shared between manufacturers. Manufacturers only certify their products for use with their equipment. Any mixing of manufacturers products, (i.e. Scott SCBA with an MSA Cylinder), is not approved. This would lead to liability by the entity who allowed this use.

Last year, the Fire Department applied for and was unsuccessful in obtaining an Assistance to Firefighter Grant (AFG) from Federal Emergency Management Administration (FEMA) for the purpose of replacing these units. It is proposed to use funds from the Fire Department’s operating budget. The purchase cost includes packs, air cylinders, face pieces for all personnel, and other associated equipment necessary to maintain and test SCBA.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED The proposed vendor MESFire is a sole source vendor for SCOTT SAFETY. They are the only authorized Fire Service vendor for SCOTT SAFETY, selling “fire certified” SCBA air packs. Other vendors sell industrial equipment that is similar but not authorized for use in the Fire Service by SCOTT SAFETY.

There are approximately five (5) major vendors of Firefighting SCBA worldwide: Scott, MSA, Survivair, Draeger, and Avon. Avon is a United Kingdom company and has no vendors within Illinois or any neighboring states. This presents concerns with warranty, service and training with their equipment. Survivair is presently not selling to new customers based on an issue they are experiencing with PASS devices on their units. A letter regarding same was provided to the Council. Of the remaining three (3) vendors: Scott, MSA and Draeger pricing information has also been provided. The Draeger units are priced above the current Scott pack pricing, (approximately \$5500 per unit versus \$3,700 per unit). MSA units are also higher priced, \$4,310 per unit. In addition, if the City purchased from a manufacturer other than Scott, then the City would need to replace all existing SCBA equipment. This would mean an additional purchase of approximately 100 cylinders and thirty (30) voice amplification units, as well as ancillary equipment such as vehicle mounting brackets, straps, additional face pieces, etc. Based on pricing from the other vendors quotations, the cost would be approximately \$70,000 for the cylinders and \$12,000 for the voice amplifiers alone.

In addition, a quotation from MES Global under a Group Purchasing Organization (GPO) available to the City from the International Association of Fire Chiefs (IAFC) has been provided. The GPO provides purchase discounts to its members. The GPO pricing is still higher than the quotation provided by the local vendor. Based on this information, staff believes that the best, lowest cost option for providing this safety equipment for the department has been identified.

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$300,000 in line item 10015210 - 72140. The total cost for SCBA is \$274,119. The purchase will come in under budget by \$25,881 or 8.6% of the total budget.

Respectfully submitted for Council consideration.

Prepared by:

Reviewed by:

Recommended by:

Mike Kimmerling
Fire Chief

Patti-Lynn Silva
Finance Director

David A. Hales
City Manager

Attachments:

- Attachment 1. Resolution
- Attachment 2. Sole Source Justification
- Attachment 3. Quotation from MES – Illinois
- Attachment 4. SCOTT Safety product brochure
- Attachment 5. Schuhmacher Fire Equipment LLC Quotation
- Attachment 6. Honeywell Survivair
- Attachment 7. Drager product brochure
- Attachment 8. Avon product brochure
- Attachment 9. GPO Quotation

Motion: _____

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|-------------------|-----|-----|-------|
| Alderman Stearns | | | | Alderman McDade | | | |
| Alderman Mwilambwe | | | | Alderman Anderson | | | |
| Alderman Fazzini | | | | Alderman Schmidt | | | |
| Alderman Sage | | | | Alderman Fruin | | | |
| Alderman Purcell | | | | | | | |
| | | | | Mayor Stockton | | | |

RESOLUTION NO. 2012 -

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND
AUTHORIZING THE PURCHASE OF SELF-CONTAINED BREATHING APPARATUS
FROM SCOTT AT A PURCHASE PRICE OF \$274,119**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Purchasing Agent be authorized to Purchase Self-contained Breathing Apparatus at a Purchase Price of \$274,119.

ADOPTED this 27th day of August, 2012.

APPROVED this _____ day of August, 2012.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

SOLE SOURCE JUSTIFICATION

(Requester completes Section A and B)

SECTION A - SOLE SOURCE PURCHASE:

Complete if sole source purchase is \$1,000 or over, AND competition is not available. Sole Source approvals are valid one year from approval date, unless specified elsewhere.

| | | |
|---|-------------------|-----------------|
| Requisition Number: | Amount: \$274,119 | Date: 7/30/2012 |
| Supplies/Services Required: Self Contained Breathing Apparatus back packs | | |
| Proposed Vendor: MESFire-Illinois | | Vendor No: |
| Requested by: DC Les Siron | Dept: Fire | Ext: 2626 |
| Justification reviewed by: Chief Mike Kimmerling | Dept: Fire | Ext: 2627 |

Check Any: The requested supply/service is a sole source procurement due to:

| | |
|---|---|
| | AVAILABILITY/ONE OF A KIND – No competitive product exists or is available from another vendor. |
| X | COMPATIBILITY – Must match existing piece or brand of equipment and is available from only one vendor. |
| | REPLACEMENT/MAINTENANCE – Repair or maintenance for specific brand of existing equipment and is available from only original equipment manufacturer or designated service dealer. |
| X | OTHER - Provide in space below full explanations, details, complete descriptions, and relevant reasons to support the sole source justification: |

MESFire is the only authorized Fire Service vendor in Illinois for this equipment.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I certify that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal interests relative to this request.



(Name and Signature of Requester) 7/9/2012
(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 Sole Source.

Do not concur for the following reason(s):

Name and Signature of Purchasing Agent Date

MES - Illinois
 124 East First Street
 Deer Creek, IL 61733

Telephone: (309) 447-6780
 Fax: (309) 447-6903



Ship To:
 BLOOMINGTON FIRE DEPT.
 310 N. LEE STREET
 Bloomington, IL 61701

Contact:
 Phone:

Bill To:
 BLOOMINGTON F.D.
 310 N. LEE STREET
 BLOOMINGTON, IL 61701

Quotation

Number: QT_00143158-11
 Date: 8/8/2012
 Page: 1 of 1
 Sales order:
 Requisition: les siron
 Your ref.:
 Our ref.: JCrabtree
 Quotation deadline: 7/30/2012
 Payment: Net 30
 Sales Rep: JCrabtree
 Terms of delivery: Customer Pays Freight-
 NOT Taxable

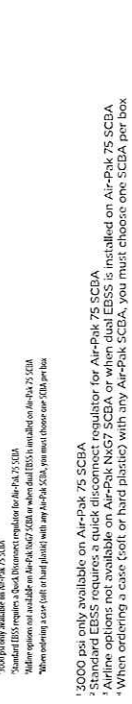
| Item number | Description | Size | Color | Quantity | Unit | Unit price | Amount |
|-----------------|---|------|-------|----------|------|------------|------------|
| AP2140204200302 | SCOTT AP75 4.5 2007 STD,HUD/RIC,DUAL EBSS,QD EZ FLO CBRN REGULATOR, PACK TRACKER | | | 54.00 | EA | 3,700.00 | 199,800.00 |
| 805773-85 | AV3000 Facepiece w/SureSeal, Kevlar, Medium, w/Comm. Brkt | | | 110.00 | EA | 180.00 | 19,800.00 |
| 200260-01 | EPIC VOICE AMP | | | 40.00 | EA | 290.00 | 11,600.00 |
| 200266-03 | PAK-TRACKER HAND HELD RECEIVER KIT | | | 3.00 | EA | 1,050.00 | 3,150.00 |
| 200433-01 | PAK-TRACKER 12V DC TRUCK CHARGER | | | 2.00 | EA | 335.00 | 670.00 |
| 54-56-1117 | BIO SYSTEMS POSI CHECK 3 USB, SCBA PERFROMANCE TESTER 2216 AND 4500 PSI WITH MIDDLE STAGE TRANSDUCER | | | 1.00 | EA | 8,095.00 | 8,095.00 |
| 200077-10 | REG ASY,EZ FLO+,HUD QD HOSE | | | 5.00 | EA | 960.00 | 4,800.00 |
| 804721-01 | CYL&VLV ASSY,CARB,30MIN,4500 | | | 36.00 | EA | 699.00 | 25,164.00 |
| 200433-02 | PAK-TRACKER TRUCK CHARGER 110V AC | | | 1.00 | EA | 390.00 | 390.00 |
| 9513-0380 | OHD FIT TEST ADAPTER MSA ULTRA ELITE MASK | | | 2.00 | EA | 325.00 | 650.00 |

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.

| | | | | |
|---------------|----------------|------|-----------|----------------|
| Sales balance | Total discount | S&H | Sales tax | Total |
| 274,119.00 | 0.00 | 0.00 | 0.00 | 274,119.00 USD |

ORDERING INFORMATION

| SCBA Model | Harness | Pressure | Tank Type | Emergency Escape Breathing Apparatus (EESB) | | Regulator* | EBSS | 24 VDC LED's | | Programmable ID Accountability | |
|-----------------|----------|----------|-----------|---|--------------------|------------|------|-------------------|---------|--------------------------------|---------|
| | | | | Interchangeability | Connect/Disconnect | | | Alternate System† | Commode | Color | Package |
| Buckeye® 500A | Standard | 5000 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |
| Air-Pak 75 SCBA | Standard | 2216 | Standard | Interchangeable | None | 3-Stage | None | None | None | None | None |



¹ 3000 psi only available on Air-Pak 75 SCBA

² Standard EBSS requires a quick disconnect regulator for Air-Pak 75 SCBA

³ Airline options not available on Air-Pak NKG7 SCBA or when dual EBSS is installed on Air-Pak 75 SCBA

⁴ When ordering a case (soft or hard plastic) with any Air-Pak SCBA, you must choose one SCBA per box

AIR-PAK SCBA ACCESSORIES

| | |
|--|--|
| | AV-3000 WITH SURESEAL Fully interchangeable with Scott's full line of SCBA air-supplied respirators and air-purifying respirators. |
| | ALUMINUM/ CARBON CYLINDERS Scott cylinders are built around DOT specifications with working pressures of 2216, 3000, 4500 or 5500. |
| | CUSTOM CYLINDERS Customized cylinders are available with department logo and/or luminous cylinder band. |
| | PAK-ALERT SE PASS DEVICE Powerful new safety tool offering redundant audible and visual alarms that assist in locating downed or trapped firefighters. |
| | RIT-PAK III PORTABLE AIR SUPPLY Lightweight and portable with fast connections for providing air to downed or trapped responders. |
| | BUDDY-BREATHING SYSTEM EBSS/airline affords users mobility while not exposing the recipient or donor to ambient air. Easily connects to external air sources. |
| | EPIC VOICE AMPLIFIER Streamlined and lightweight, providing robust person-to-person communications with Scott AV-2000, AV-3000 or AV-5000 with SureSeal facemasks. |
| | PAK TRACKER FIREFIGHTER LOCATOR Locate a trapped or downed first responder quickly and safely. Available as a stand-alone or SCBA-integrated system. |
| | SEMS II SEMS II is a highly functional, programmable ID accountability system with three distinct, yet interconnected, functions. These functions provide the highest level of personal safety for the firefighter. A fully integrated system of personal accountability to the incident command center. |

AIR-PAK NKG7 AND AIR-PAK 75 SCBA

SELF-CONTAINED BREATHING APPARATUS



AIR-PAK SCBA

THE MOST TRUSTED NAME IN RESPIRATORY PROTECTION



As the leading producer, manufacturer and supplier of NFPA Self-Contained Breathing Apparatus (SCBA) in the fire service, the Scott Air-Pak SCBA has an unmatched record of reliable performance through its redundancy of safety features, ease of use and minimal cost of ownership after initial purchase. Additionally, Scott Safety continues to be the first to market with new and innovative technologies. Some examples are the first compressed air SCBA, single lens facemask, composite cylinder, 4500 psi SCBA, Integrated PASS Device, Top Down Convertibility, Snap-Change cylinder and the new 5500 psi Air-Pak SCBA.

AIR-PAK 75 SCBA

In 2007, our company's 75th anniversary, Scott unveiled the Air-Pak 75 SCBA. The Air-Pak 75 SCBA is the leading SCBA used by first responders and municipal and industrial firefighters based on its growing reputation of reliable performance and rugged durability. While it is approved to the NIOSH 42 CFR, Part 84 standards, it was built to exceed (and approved to) the rigorous demands of NFPA 1981, 2007 edition standards. One of the most recognized components of the AP75 is the back-mounted pressure reducer which was designed with the help of NASA engineers to provide a truly redundant system to ensure the user always has an uninterrupted flow of air.

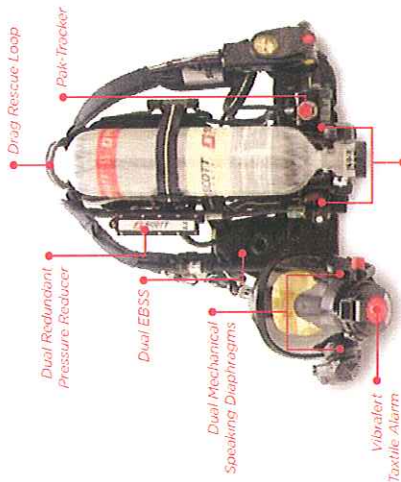
AIR-PAK NXG7 SCBA

With the Air-Pak NXG7, Scott has taken the traditional SCBA used in the fire service to the next level, inspired by our customers, the patented snap-change quick cylinder change out eliminates the high-pressure hose and the CGA coupling that is found on other SCBA. This makes cylinder change out a snap. The waist-mounted pressure reducer still maintains the dual redundant system that is used on the Air-Pak 75, but its location improves the weight management of the complete Air-Pak by shifting it to the hips rather than the shoulders. The elimination of the high-pressure hose improves hose management of the Air-Pak SCBA and reduces potential snag hazards.

Scott Safety strives to bring to market the best SCBA in the industry. The engineering teams not only develop products based on customer-inspired innovation but by also having a clear understanding of the environments that the products are used. By taking the input from our large customer base, Scott Safety's Air-Pak SCBA provides a significant value to your department through:

- **Redundancy of Safety Features** - Giving firefighters confidence in the equipment and allowing them to focus on the critical job at hand.
- **Ease of Use** - Provides firefighters a simple-to-use and easy-to-understand SCBA that requires minimal training, increases operational efficiencies and reduces training costs.
- **Low Cost of Ownership** - Lower costs after initial sale through its rugged design, assembly and warranty policy enable the department to direct valuable funding to training and other PPE rather than on maintenance costs.

AIR-PAK 75 SCBA



Dual Sound Emitting Piezos

AIR-PAK NXG7 SCBA



5.5 Air-Pak SCBA

Responding to the need for a smaller, lighter SCBA, Scott Safety created the new 5.5 Air-Pak SCBA. By increasing the pressure in the cylinder to 5500 psig, Scott Safety was able to maintain the traditional form, durability and capacity of the standard cylinder while offering an up to 12% reduction in weight and profile. The 5.5 cylinders are available in 30-minute, 45-minute, 60-minute and 75-minute durations and compatible with the Air-Pak 75 and Air-Pak NXG7 SCBA. To facilitate integration into the fire service, Scott Safety worked with leading manufacturers to ensure the cylinders work with existing seats and brackets already in the market.



Schuhmacher Fire Equipment LLC

2000 E. 5th St. P.O. Box 342
 Washington, MO 63090
 (636)239-3867

Quotation

| | |
|-----------|---------|
| Date | Quote # |
| 8/13/2012 | 3888 |

| |
|---|
| Bill To |
| Bloomington Fire Dept. Chief Kimmerling 310 N Lee St Bloomington, IL 61701 |

| |
|---------|
| Ship To |
| |

| | | |
|--------|-----|------------|
| Terms | Rep | FOB |
| Net 30 | JGS | Ship Point |

| Qty | Item | Description | Cost | Total |
|-----|-------|--|----------|------------|
| 54 | MSA | M7 SCBA, Custom (Std Config. Plus: Dual Trans-Fill) | 4,310.00 | 232,740.00 |
| 144 | MSA | 807586 30 Minute Carbon Cylinder w/Valve | 789.00 | 113,616.00 |
| 110 | MSA | Ultra Elite Facepiece, PTC | 265.00 | 29,150.00 |
| 40 | MSA | Voice Amplifier Kit | 405.00 | 16,200.00 |
| 1 | Misc. | Posi-Check 3 SCBA Fit Tester | 9,450.00 | 9,450.00 |

| | | |
|---------------------------|--|--------------|
| Subtotal | | \$401,156.00 |
| Sales Tax (7.475%) | | \$0.00 |
| Total | | \$401,156.00 |

Quote Good For 30 Days Unless Stated Otherwise.

| | | | |
|---------------|---------------|------------------------|---------------------|
| Phone # | Fax # | E-mail | Web Site |
| (636)239-3867 | (636)239-7830 | sfesales@sbcglobal.net | schuhmacherfire.com |

Warrior Order Acceptance Notice – November 22, 2011

Effective 11/16/11, and until further notice, Sperian Respiratory Protection, now part of Honeywell, will quote and accept Warrior SCBA orders only from the following entities (or from distributors ordering on behalf of the following entities):

1. Current Warrior SCBA end users
2. Any end user purchasing the Warrior SCBA without a PASS device

From this point forward, Honeywell sales representatives will only provide deviated pricing, based on current discount levels, to existing Warrior SCBA users or to end users purchasing the Warrior SCBA without a PASS. All orders for Warriors with PASS for non-Warrior customers that have been sent to Customer Support will be cancelled. All quotes and price deviations previously provided to distributors or end users will need to be requoted to meet current discount levels.

When orders for Warrior SCBAs are received by Sperian Respiratory Customer Support, the following information will be required to be included on the PO:

1. The name and contact information of the end user
2. A serial number from an existing Warrior in their fleet
 - a. Acceptable serial numbers include those on the back plate, first stage or second stage regulators

If either the end user name or Warrior serial number is not included on the PO, or if the end user is not found in the warranty registration data base, the distributor will be notified and the PO will not be accepted.

Select Country

USA

Select Business

Fire Services

ZIP Code

61701

Business Activity

Personal Protection
Equipment

Contact Type

Distributor

[Reset selection](#)

Matching Results: 3

Page: ... 1 ...

Displayed contacts per page: 6 12

[Maps](#)

| | Business Activities | Location | Contact |
|--|--|---|--|
| Distributor HAGEMEYER NORTH AMERICA INC | Personal Protection Equipment | HAGEMEYER NORTH AMERICA INC CALLER SERVICE 1819 ALPHARETTA, GA 30023 USA direction | 281 500-4523 803-753-6120 |
| Distributor SAFEWARE INC | Personal Protection Equipment | SAFEWARE INC 3200 HUBBARD ROAD LANDOVER, MD 20785 USA direction | 800-331-6707 301-683-1222 www.safeware |
| Distributor WS DARLEY & CO | Personal Protection Equipment | WS DARLEY & CO 325 SPRING LAKE DR ITASCA, IL 60143 USA direction | 708-345-8050 708 345-8993 www.Darley.cc |

Matching Results: 3

Page: ... 1 ...

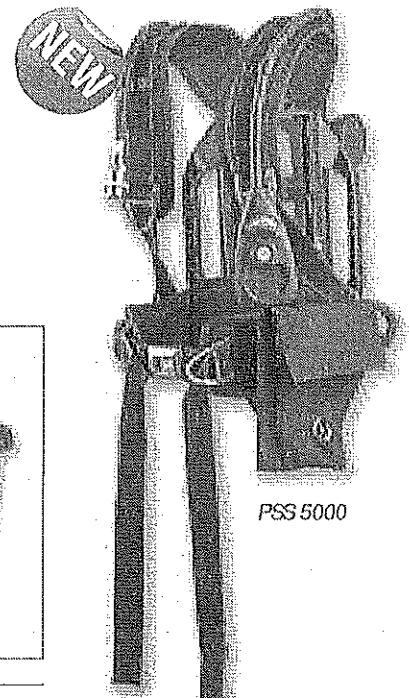
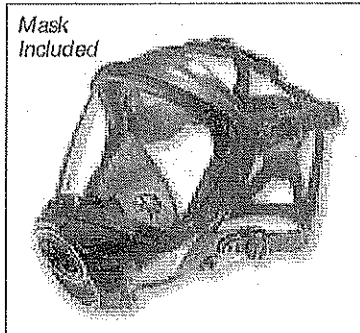
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Draeger PSS™5000 NFPA SOBA

The PSS™ 5000 is one of the most ergonomically advanced self-contained breathing apparatus carrying systems designed to date, giving firefighters increased comfort, safety and performance. This new generation of breathing apparatus combines established technology and state-of-the-art materials for a system that is built to withstand harsh firefighting conditions.

- ▶ Unimpeded, 360-degree audio and visual availability
- ▶ Vulcanized chloroprene rubber is designed for simple cleaning and decontamination
- ▶ Ergonomic design minimizes fatigue
- ▶ Outstanding thermal, impact and chemical resistance
- ▶ Easy maintenance and service

This system includes Backplate, FPS 7000 Face Mask (medium) and installed PSS 7000 Head-Up Display receiver. Bottles (listed below) are purchased separately. Approvals NFPA 1981-2007. Ship. wt. 17 lbs.



PSS 5000

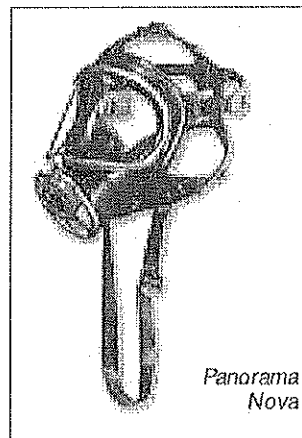
Dräger

| | | |
|-------|---|------------|
| BL061 | PSS 500 HP CGA SCBA w/ FPS 7000 Face Mask Installed PSS 7000 Receiver for Face Mask | \$4,995.95 |
| BL062 | Multilink Buddy Breather | \$438.95 |

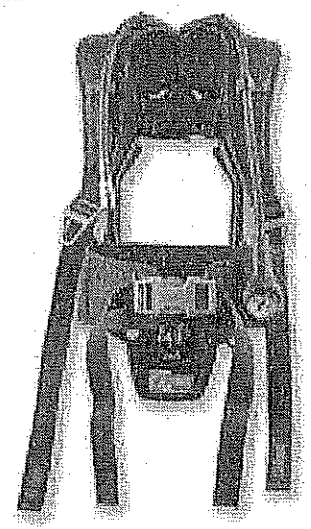
Draeger PSS 3000 OSHA SOBA

Our new PSS 3000 is ideal for plant maintenance, operational safety, and other industrial applications. Easy assembly and disassembly, as well as non-absorbent, chemical-resistant materials making cleaning and maintaining the SCBA quick and easy. Contoured carrying harness provides maximum comfort at both the shoulders and the waist and optimizes load distribution.

Includes PSS3000 high or low pressure with Panorama Nova P EPDM mask. Bottles (listed below) are purchased separately. NIOSH Approval. Ship. wt. 10 lbs.



Panorama Nova



edarley.com
For additional information and product features, go to www.edarley.com/draeger

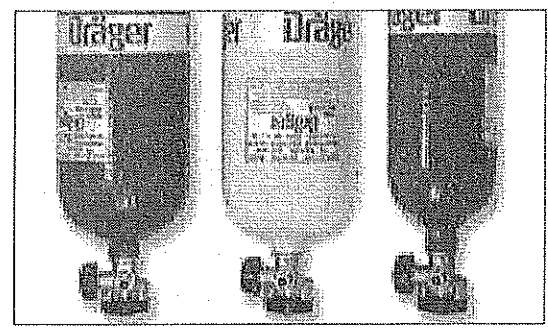
Dräger

| | | |
|-------|---|------------|
| BL063 | PSS 3000 HP SCBA w/ Panorama Nova P EPDM Mask | \$1,449.95 |
| BL064 | PSS 3000 LP SCBA w/ Panorama Nova P EPDM Mask | \$1,449.95 |

Bottles

Dräger

| | | |
|-------|------------------------------------|------------|
| AS085 | 30-Minute 2216 psi Aluminum Bottle | \$423.95 |
| AZ493 | 30-Minute 2216 psi Carbon Bottle | \$773.95 |
| AS086 | 30-Minute 4500 psi Carbon Bottle | \$871.95 |
| AS087 | 45-Minute 4500 psi Carbon Bottle | \$1,040.95 |
| AZ494 | 60-Minute 4500 psi Carbon Bottle | \$1,180.95 |



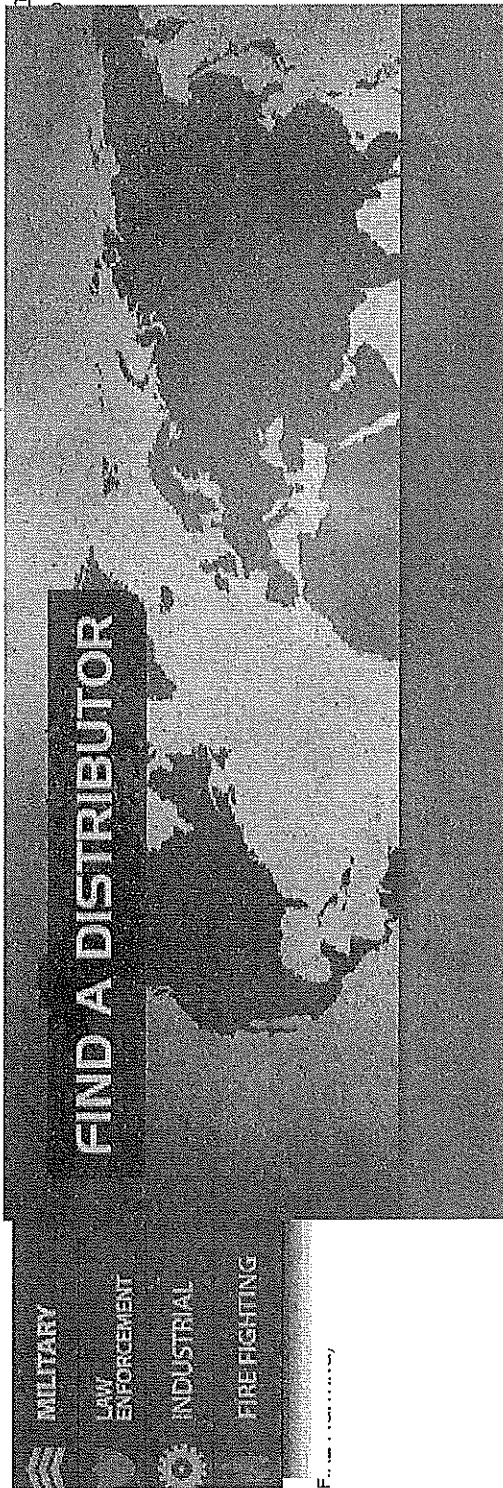
AIR SYSTEMS



ADVANCE WITH CONFIDENCE

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Last Name *

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* denotes required field

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Adamson Police Products

3290 Arden Rd.
Hayward, CA 94545-3902
Phone: 800-777-5211
Fax: 800-929-5211

contactus@policeproducts.com
(<mailto:contactus@policeproducts.com>)
www.adamsonpoliceproducts.com
(<http://www.adamsonpoliceproducts.com>)

Life Safety Corporation

1221 Southeast Gideon Street
Portland, OR 97202
Phone: 503-231-8282
Fax: 503-231-8383
www.lifesafetycorp.com (<http://www.lifesafetycorp.com>)

MJL, Enterprises

2748 Sonic Drive
Virginia Beach, VA 23453
Phone: 888-621-0789
www.mj-enterprises.com (<http://www.mj-enterprises.com>)

Trade Show Calendar

August 2012

| Su | Mo | Tu | We | Th | Fr | Sa |
|----|----|----|----|----|----|----|
| | | 1 | 2 | 3 | 4 | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |

ADS Tactical

621 Lynnhaven PKY Suite 400
Virginia Beach, VA 23452
Phone: 1-800-948-9433
Fax: 757-481-2039
www.adstactical.com (<http://www.adstactical.com>)

Allen Vanguard

2160 Thurston Blvd
Ottawa Ontario K1G6E1
Phone: 1-800-644-9078
www.allenvanguard.com
(<http://www.allenvanguard.com>)

ALS Technologies

1103 Central Blvd.
Bull Shoals, AR 72619
Phone: 1-870-445-8746
Fax: 870-445-6191
www.alstechnologies.com
(<http://www.alstechnologies.com>)

Brigham Industries

15 Brigham Road
Paxton, MA 01612
Phone: 508-795-7905
Fax: 508-755-1676
www.brighamindustries.com
(<http://www.brighamindustries.com/>)

Dawson Associates

922 B Hurricane Shoals Road
Lawrenceville, GA 30043
Phone: 800-282-4782
Fax: 770-822-5873
www.dawsonassoc.com
(<http://www.dawsonassoc.com/>)

Executive Protection Systems

161 Commonweath Court
Winchester, VA 22602
Phone: 540-662-4640
www.epssafety.com (<http://www.epssafety.com/>)

National Safety Supply, Inc.

4101 Harvard Place, Unit E
Frederick, MD 21703
Phone: 301-668-3230
Fax: 301-668-3232
www.nationalsafetysupply.com
(<http://www.nationalsafetysupply.com>)

National Safety Supply of VA

10447 Design Road
Ashland, VA 23005
Phone: 888-559-3230
Fax: 804-798-9299
www.nationalsafetysupply.com
(<http://www.nationalsafetysupply.com>)

Pro-Tech Sales

1313 W Bagley Road
Berea, Ohio 44017
Customer Service: 800-888-4002
Phone: 440-239-0200 x102
Fax: 440-239-9243
sales@protechsales.com (<mailto:sales@protechsales.com>)
www.protechsales.com (<http://www.protechsales.com>)

Safety West Inc.

2500 S Decker Lake Blvd #9
West Valley City, UT 84119
801-972-5800
www.safetywestinc.com (<http://www.safetywestinc.com>)

Scottsdale Gun Club

16641 N. 91 St.
Scottsdale, AZ 85260
480-348-1111
www.scottsdalegunclub.com
(<http://www.scottsdalegunclub.com>)

Simmons Law Enforcement, Inc.

1813-2 SW Market Street
Lees Summit, MO 64082
Customer Service: 877-753-4777
Phone: 816-347-8017
Fax: 816-347-8063

| Su | Mo | Tu | We | Th | Fr | Sa |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| 19 (#) | 20 (#) | 21 (#) | 22 (#) | 23 (#) | 24 (#) | 25 (#) |
| 26 (#) | 27 (#) | 28 (#) | 29 (#) | 30 (#) | 31 (#) | |



(<http://ezair.avon-protection.com>)

customerservice@simmonsle.com
(mailto:customerservice@simmonsle.com)
www.simmonsle.com (<http://www.simmonsle.com>)

Streicher's
10911 West Highway 55
Minneapolis, MN 55441
Phone: 800-367-3763
763-546-1155
Fax: 800-566-6776
<http://www.policehq.com/> (<http://www.policehq.com/>)

Tactical Command Industries
Post Office Box 70
Gilmanton, NH 03237-0070
603-418-8705
www.tacticalcommandstore.com
(<http://www.tacticalcommandstore.com>)

Tom Ashmore Ent Inc.
PO Box 883
Woodbury, CT 06798
203-263-5656
www.ashmoreentinc.com
(http://www.ashmoreentinc.com/Ashmore/Home_Page.html)

Federal Resources Supply Company
109 Shamrock Road
Chester, MD 21619
Toll Free: 1 800 892 1099
Fax: 410-643-8499
www.federalresources.com
(<http://www.federalresources.com>)

FDC Rescue
9164 North 43 Ave, Suite 7
Glendale, AZ 85302
Phone: 877-332-7372
Fax: 623-463-2237
www.fdcrescue.com (<http://www.fdcrescue.com>)

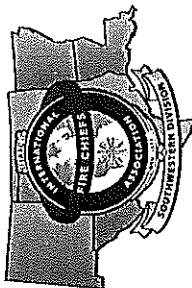
First Line Technology
3656 Centerview Drive Suite 4
Chantilly, VA 20151
Phone: 1-866-556-0517
www.firstlinetechnology.com
(<http://www.firstlinetechnology.com>)

GLEP
3444 Breeze Pointe Ct.
Linden MI 48451
Phone: 810-836-1423
www.greatlakesemergencyproducts.com
(<http://www.greatlakesemergencyproducts.com>)

Global Supply Solutions, LLC
1569 Diamond Springs Rd, Suite C
Virginia Beach, VA 23445
Phone: 757-227-6757
www.gssgear.com (<http://www.gssgear.com>)

www.avon-protection.com (<http://www.avon-rubber.com>) | [about \(/Other/about.htm\)](http://www.avon-protection.com/about/) | [faq \(/Other/faq.htm\)](http://www.avon-protection.com/faq/) | [disclaimer \(/Other/faq.htm\)](http://www.avon-protection.com/disclaimer/) | [disclaimer \(/Other/faq.htm\)](http://www.avon-protection.com/disclaimer/)

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Many of the items on this website fall within the definition of Significant Military Equipment in the United States Munitions List, International Traffic in Arms Regulations and may only be supplied outside of the United States of America to customers who are licensed by the U.S. Department of State, Directorate of Defense Trade Controls.



Tualatin Valley Fire & Rescue, in partnership with FireRescue GPO, has awarded competitively bid contracts with MES. The GPO's competitive bid process is consistent with AFG guidelines. Please contact the FireRescue GPO with any grant related questions.



Scott SCBA

As part of the GPO contract MES is offering pricing discounts of 25% off list on Scott Airpaks, Masks and Cylinders.

Structural Fire Protective Clothing/Turnout

As part of the GPO contract MES is offering 40% off list on Globe and Cairns in manufacturer authorized territories.

| Department Size | Morning Pride Discount |
|----------------------|------------------------|
| 0-75 Fire Fighters | 51% off List |
| 76-299 Fire Fighters | 55.5% off List |
| 300+ Fire Fighters | 59% off List |

5.11 Station Wear

As part of the GPO contract MES is offering pricing discounts of 20% off MSRP on-boots/footwear and 25% off MSRP on all other catalog items.

You can use your own specifications for gear

For pricing, product and ordering information, contact:

Bill Hudson
(866) 746-0198
bhudson@mesfire.com

For FireRescue GPO or AFG Contractual questions, contact:

Lindsey Larson
(877) 329-8847
lindsey.larson@firerescue-gpo.com

Register for the FireRescue GPO

- Go to www.Firerescue-gpo.com
- Click "join now"
- Fill out the department information and then click "register"

If you have questions please contact FireRescue GPO at (877) 329-8847



MES - Illinois
124 East First Street
Deer Creek, IL 61733

Telephone: (309) 447-6780
 Fax: (309) 447-6903



Ship To:
 BLOOMINGTON FIRE DEPT.
 310 N. LEE STREET
 Bloomington, IL 61701

Contact:
 Phone:

Bill To:
 BLOOMINGTON F.D.
 310 N. LEE STREET
 BLOOMINGTON, IL 61701

Quotation

Number: QT_00164916-1
 Date: 8/8/2012
 Page: 1 of 1
 Sales order:
 Requisition: mike kimmerling
 Your ref.: GPO PURCHASE
 Our ref.: JCrabtree
 Quotation deadline: 10/7/2012
 Payment: Net 30
 Sales Rep: JCrabtree
 Terms of delivery: Customer Pays Freight-
 NOT Taxable

| Item number | Description | Size | Color | Quantity | Unit | Unit price | Amount |
|-----------------|--|------|-------|----------|------|------------|------------|
| AP2140204200302 | SCOTT AP75 4.5 2007 STD, HUD/RIC,DUAL EBSS,QD EZ FLO CBRN REGULATOR,PACK TRACKER | | | 54.00 | EA | 4,819.00 | 260,226.00 |
| 805773-85 | AV3000 Facepiece w/SureSeal, Kevlar, Medium, w/Comm. Brkt | | | 110.00 | EA | 239.00 | 26,290.00 |
| 200260-01 | EPIC VOICE AMP | | | 40.00 | EA | 318.00 | 12,720.00 |
| 200266-03 | PAK-TRACKER HAND HELD RECEIVER KIT | | | 3.00 | EA | 1,082.00 | 3,246.00 |
| 200433-01 | PAK-TRACKER 12V DC TRUCK CHARGER | | | 2.00 | EA | 346.50 | 693.00 |
| 200077-10 | REG ASY,EZ FLO+,HUD QD HOSE | | | 5.00 | EA | 980.00 | 4,900.00 |
| 804721-01 | CYL&VLV ASSY,CARB,30MIN,4500 | | | 36.00 | EA | 728.25 | 26,217.00 |
| 200433-02 | PAK-TRACKER TRUCK CHARGER 110V AC | | | 1.00 | EA | 378.00 | 378.00 |
| 54-56-1117 | BIO SYSTEMS POSI CHECK 3 USB,SCBA PERFORMANCE TESTER, 2216/4500 PSI WITH MIDDLE STAGE TRANSDUCER | | | 1.00 | EA | 8,095.00 | 8,095.00 |
| 9513-0380 | OHD FIT TEST ADAPTER MSA ULTRA ELITE MASK | | | 2.00 | EA | 325.00 | 650.00 |

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply.

| | | | | |
|---------------|----------------|------|-----------|----------------|
| Sales balance | Total discount | S&H | Sales tax | Total |
| 343,415.00 | 0.00 | 0.00 | 0.00 | 343,415.00 USD |