

**CITY OF BLOOMINGTON  
COUNCIL MEETING AGENDA  
109 E. OLIVE  
MONDAY, JANUARY 28, 2013 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. Three (3) Reappointments to the Library Board. (Recommend that the reappointments be approved.)**
- 6. "Consent Agenda"**
  - A. Council Proceedings of January 14, 2013. (Recommend that the reading of the minutes of the previous Council Proceedings of January 14, 2013 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. Request to Approve Purchase of one (1) Ford F150 for Planning and Code Enforcement Department's Building Safety Division. (Recommend that the purchase of one (1) Ford F150 for Planning and Code Enforcement Department's Building Safety Division, utilizing State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville IL, be approved, in the amount of \$20,650, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**

- D. Request to Approve Purchase of one (1) Ford F350 with Snow Plow for Public Works Department's Streets & Sewers Division. (Recommend that the purchase of one (1) Ford F350 with Snow Plow for Public Works Department's Streets & Sewers Division utilizing the State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville, IL, be approved, in the amount of \$30,924, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- E. Request to Approve Purchase of one (1) Fuel Master Fuel Management System for Public Works Department's Fleet Management Division. (Recommend that the purchase of one (1) Fuel Master Fuel Management System for Public Works Department's Fleet Management Division utilizing the National Joint Purchasing Alliance Contract #052109-SYS from Illinois Oil Marketing, Pekin, IL, be approved, in the amount of 182,651.76, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- F. Request to Approve Purchase of one (1) Ford F250 with Snow Plow for Water Department's Lake Bloomington Maintenance Division. (Recommend that the purchase of one (1) Ford F250 with Snow Plow for Water Department's Lake Bloomington Maintenance Division utilizing the State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville IL, be approved, in the amount of \$27,929, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- G. Purchase of Protective Wear for Firefighters. (Recommend that the purchase of thirty (30) sets of firefighter protective clothing from MES Global, be approved, in an amount not to exceed \$72,000, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- H. Analysis of Bids for one (1) Bomag Tandem Vibratory Roller for Public Works Department's Street Maintenance Division. (Recommend that the bid for one (1) Bomag BW120AD-4 Vibratory Roller for Public Works Department's Street Maintenance Division be awarded to Martin Equipment, Goodfield, IL, in the amount of \$34,500, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- I. Analysis of Bids for one (1) Ford F550 with 37 Foot Aerial Lift and Service Body for Public Works Department's Street Maintenance Division. (Recommend that the bid for one (1) Ford F550 with 37 Foot Aerial Lift and Service Body for Public Works Department's Street Maintenance Division be awarded to Bob Ridings Inc., Taylorville IL, in the amount of \$97,495, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**

- J. Analysis of Bids for one (1) Ford F350 with Service Body and Front Mounted Valve Turner for Water Department's Water Transmission and Distribution Division. (Recommend that the purchase of one (1) Ford F350 with Service Body and Front Mounted Valve Turner for Water Department's Water Transmission and Distribution Division from Bob Ridings Inc., Taylorville IL, be approved, in the amount of \$70,695, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
- K. Request to Approve Lease of one (1) Mitsubishi I-MIEV for Public Works Department's Engineering Division. (Recommend that the lease for one (1) Mitsubishi I-MIEV for Public Works Department's Engineering Division from O'Brien Mitsubishi, Normal IL, for a two (2) year period be approved, in the amount of \$1,663.20, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- L. Government Center Operation and Maintenance Expenses in the amount of \$383,635 for Calendar Year (CY) 2013. (Recommend that Attachment No. Eleven to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- M. Agreement with the City, Town of Normal, McLean County, Bloomington-Normal Water Reclamation District, and Ecology Action Center pertaining to Storm Water Education Services. (Recommend that the proposed three (3) year agreement authorizing the Ecology Action Center to provide Storm Water Education and Public Participation Programs be approved, on a time and materials basis for a total annual fee not to exceed \$10,570, and that the Mayor and City Clerk be authorized to execute the necessary documents.)**
- N. Intergovernmental Agreement with McLean County for Police Booking Services. (Recommend that the Agreement in the amount of \$24,108 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- O. Proposed Ordinance Amending City Code, Chapter 27. Water Department, Section 36. (Recommend that the Text Amendment to be approved and the Ordinance passed.) (*Amendment is proposed for the Water Emergency Response Ordinance previously approved on July 9, 2012*)**
- P. Proposed Ordinance Amending City Code, Chapter 44. Zoning, Sections 44.3-2, 44.6-30, 44.4-4, and Table 44.6-30. (Recommend that the Text Amendment to be approved and the Ordinance passed.) (*Defining Mobile Food Vending*)**

**7. "Regular Agenda"**

- A. Comprehensive Annual Financial Reports. (Presentation by Sikich and recommend that the reports be received and placed on file.) (*20 minutes*)**

- B. **Proposed Preliminary General Resurfacing and Street and Alley Repair for CY 2013. (Presentation to Council.) (15 minutes)**
  - C. **Wirtz Beverage Property Tax Abatement. (Recommend that the proposed property tax abatement agreement, executed by the Board of Trustees of the Bloomington Public Library, be approved, and the Resolution adopted.) (10 minutes)**
- 8. City Manager's Discussion**
  - 9. Mayor's Discussion**
  - 10. City Aldermen's Discussion**
  - 11. Adjournment**
  - 12. Notes**





FOR COUNCIL: January 28, 2013

**SUBJECT:** Reappointments to the Library Board

**RECOMMENDATION/MOTION:** That the Reappointments be approved.

**STRATEGIC PLAN LINK:** Goal 3. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3.e. Strong partnership with residents.

**BACKGROUND:** I ask your concurrence in the reappointment of Peggy Burton of 34 Chiswick Circle, Bloomington 61704 to the Library Board. Her second 3 year term will expire April 30, 2015.

I ask your concurrence in the reappointment of Catherine Pratt of 415 N Center Street, Bloomington 61701 to the Library Board. Her second 3 year term will expire April 30, 2015.

I ask your concurrence in the reappointment of William Wetzel of 4 Prairie Vista Court, Bloomington 61704 to the Library Board. His 3 year term will expire April 30, 2015.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: Kathryn Buydos, Executive Assistant

Recommended by:

Stephen F. Stockton  
Mayor

**Attachments:** Attachment 1. Library Board Roster

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

## Bloomington Public Library Board

1/22/2013 3:50 PM KB

Category	Staff/Chair	Title	First Name	Last Name	Street	City	Zip	Expiration	Appointment Date	Attendance Last 12 Meetings
Library Board			Janet	Kibler	2208 Berrywood Ln	Bloomington	61704	04/30/15	02/27/12	
Library Board			Patsy	Bowles	1208 Elmwood Rd.	Bloomington	61701	04/30/14	04/25/11	
Library Board	Secretary		K.	Jaggi	1312 Park Street	Bloomington	61701	04/30/13	04/26/10	
Library Board	Vice President		Blake	Mier	9 Pendleton Way	Bloomington	61704	04/30/13	04/26/10	
Library Board			William	Wetzel	4 Prairie Vista Ct	Bloomington	61704	04/30/12	03/23/09	11
Library Board			Carol	Koos	305 Woodland	Bloomington	61701	04/30/14	04/25/11	
Library Board	Treasurer		Wilma	Bates	3402 Stephanie Rd	Bloomington	61704	04/30/13	04/26/10	
Library Board			Catherine	Pratt	415 N Center St	Bloomington	61701	04/30/12	03/23/09	11
Library Board	President		Peggy	Burton	34 Chiswick Circle	Bloomington	61704	04/30/12	04/23/09	10

Library Board	Staff		Georgia	Bouda						
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**Number of Vacancies**

0

**Number of Applications on file**

9

**Number of Expired Board Members**

3

**Request for reappointments:**

Sarah from the Library emailed (5/7/12) requesting the reappointment of P.Burton, C.Pratt, and W.Wetzel.

Caprice from the Library emailed (10/31/12) inquiring on the reappointments of P.Burton, C.Pratt, and W.Wetzel.

**Notes**

3 year terms

9 members

Number Mayor Appoints: 9

Type: Internal

City Code: Chapter 25 : Section 3, Section 7

Required by code - State or City: Yes

Meets the 3rd Tues of each month at 4:30pm - Library Conf Room



FOR COUNCIL: January 28, 2013

**SUBJECT:** Council Proceedings of January 14, 2013

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of January 14, 2013 be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Proceedings of January 14, 2013 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: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



FOR COUNCIL: January 28, 2013

**SUBJECT:** Bills and Payroll

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

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

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

**BACKGROUND:** The list of bills and payrolls will be posted on the City’s website on Thursday, DATE 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: Tracey Covert, City Clerk

Financial & Budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

**Attachment:** Attachment 1. Bills and Payroll on file in the Clerk’s office. Also available at [www.cityblm.org](http://www.cityblm.org)

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

FOR COUNCIL: January 28, 2013

**SUBJECT:** Request to Approve Purchase of one (1) Ford F150 for Planning and Code Enforcement Department's the Building Safety Division

**RECOMMENDATION/MOTION:** That the purchase of one (1) Ford F150 for Planning and Code Enforcement Department's Building Safety Division, utilizing State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville IL, be approved, in the amount of 20,650 and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.a. - Financially Sound City Providing Quality Basic Services, it is communicated to the City's citizens they should expect responsible stewardship of the City's resources. In this instance the current vehicle has become a liability due to cost of continued repairs. It has reached the point where replacement with a new vehicle is the financially prudent option.

**BACKGROUND:** The Building Safety Division has a 2002 Ford Ranger with over 120,000 miles on it. This unit is used daily for the inspections of buildings to ensure code compliance. It is driven to new construction sites often to areas off of paved roads. Recent repairs include front end and steering, engine, brakes, and air conditioning.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** By purchasing this vehicle through the State of Illinois Joint Purchasing Contract, the bidding process has been satisfied.

**FINANCIAL IMPACT:** The FY 2013 Capital Lease Budget appropriated \$29,000 for the purchase of one (1) Ford F150 for the Building Safety Division line 40110120-72130. The total cost to purchase the unit is \$20,650. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #117.

Respectfully submitted for Council consideration,

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barb Adkins, Deputy City Manager

Reviewed by: Mark R. Huber, Director of PACE

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Fleet Sales Breakdown – Bob Ridings Fleet Sales  
Attachment 2. Photo

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Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**Bob Ridings Fleet Sales  
Todd Crews, Fleet Sales Mgr.  
931 Springfield Rd  
Taylorville IL 62568**

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Wednesday, January 23, 2013

ROB KRONES  
CITY OF BLOOMINGTON  
336 S MAIN ST  
BLOOMINGTON, IL 61701

Dear Rob:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter as our bid. We are pleased you are again considering us for your new truck and we can order it as follows. Note delivery is estimated in 90 days after your order.

<b>1</b>	<b>2013 Ford F150 Regular Cab 4x4 w/3.7 Litre V6 &amp; LONG Bed</b>	<b>Unit #60</b>
	Includes All Standard Pkg Equipment 100A	
	Includes 3.7 Litre V8 w/6spd Automatic 7000 GVWR	
	Air Conditioning, Tilt Wheel, AM/FM	\$17,710.00
	ADD Cruise Control	\$187.00
	3.73 Limited Slip Axle	\$399.00
	Trailer Pkg w/Hitch & Wiring NOT Ordered	
	Daytime Running Lights	\$40.00
	Factory Black Tubular Running Boards	\$300.00
	One Set, Factory Service Manuals	\$325.00
	(1) Extra Programmed Key	\$50.00
	HD Rubber Floor Mats	\$65.00
	Rustproof & Undercoat	\$249.00
	A.R.E. Fiberglass Tonneau Cover	\$1125.00
	Delivery to your Location	\$225.00
	New Municipal Lic & Title NOT Ordered	
	White Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering	
	<b>YOUR TOTAL, P/O # Pending</b>	<b>\$20,675.00</b>





60



BUILDING SAFETY

RANGER



FOR COUNCIL: January 28, 2013

**SUBJECT:** Request to Approve Purchase of one (1) Ford F350 with Snow Plow for Public Works Department's Streets & Sewers Division

**RECOMMENDATION/MOTION:** That the purchase of one (1) Ford F350 with Snow Plow for Public Works Department's Streets & Sewers Division utilizing the State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville, IL, be approved, in the amount of \$30,924, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.a. – This vehicle purchase provides the resources needed to continue efficient operations in the Streets & Sewers Division of Public Works including snow removal services during winter months. This purchase also reduces the costs for repair and maintenance within the Streets & Sewers Division of the Public Works Department.

**BACKGROUND:** The Streets & Sewers Division has a 2005 Ford F350 with over 100,000 miles on it. This unit is used daily to pull a trailer loaded with tools and supplies to job sites around the City to repair sewer problems. It is also used to pull a trailer with the Bobcat and equipment to repair potholes and the City streets. In the winter, this unit is utilized during snow storms to plow snow in alleys maintained by the City. This unit has had numerous engine and electrical problems this past year.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** The FY 2013 Sewer Budget appropriated \$29,500 for the purchase of one (1) Ford F350 with Snow Plow in Sanitary Sewer department 51101100-72130. The total cost to purchase the unit is \$30,924. The \$1,424 difference will be made up from savings in the Other Purchased service line item within this budget. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #344. When budgeted in the City's old accounting system the Sewer Fund was listed as Fund 5210.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barb Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L Ervin, Budget Officer

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Fleet Sales Breakdown – Bob Ridings Fleet Sales  
Attachment 2. Photos

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Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



**Bob Ridings Fleet Sales**

**Todd Crews, Fleet Sales Mgr.  
931 Springfield Rd  
Taylorville IL 62568**

**Ph. 217-824-2207**

**Email toddfleet@aol.com**

**Fax 217-824-4252**

Friday, January 18, 2013

ROB KRONES  
CITY OF BLOOMINGTON  
336 S MAIN ST  
BLOOMINGTON, IL 61701

Dear Rob:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter as our bid. We are pleased you are again considering us for your new truck and we can order it as follows. Note delivery is estimated in 90 days after your order.

<b>1</b>	<b>2013 Ford F350 Regular Cab 4x4 w/8ft Bed</b>	<b>Unit S14</b>
	Includes All Standard Pkg Equipment, SINGLE Rear Wheels	
	6.2 Litre V8 w/6spd Automatic 10,000 GVWR	
	Air Conditioning, Tilt Wheel, AM/FM Stereo	
	HD Trailer Pkg w/Hitch & Wiring	\$21,825.00
ADD	Cruise Control	\$195.00
	Camper Pkg w/Helper Springs	\$150.00
	All Terrain Tires	\$120.00
	Electric Shift on the Fly 4x4	\$175.00
	Snowplow Prep Pkg	\$75.00
	3.73 Limited Slip Axle	\$330.00
	Daytime Running Lights	\$40.00
	Built in Factory Trailer Brake	\$195.00
	Factory Running Boards	\$300.00
	Factory Spray in Bedliner	\$475.00
	Rustproof & Undercoat	\$249.00
	Set, Factory Service Manuals	\$325.00
	Extra Programmed Key	\$25.00
	WESTERN 8.5ft MVP VPlow Snowplow	\$5895.00
	Hand Held Control	Included
	Backrack Cab Protector	\$325.00
	Delivery to your Location	\$225.00
	New Municipal Lic & Title NOT Ordered	
	White Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering	
	<b>YOUR COST, P/O # Pending</b>	<b>\$30,924.00</b>



F350 S14

BLOOMINGTON  
PUBLIC SERVICE





F350

S14



BLOOMINGTON  
PUBLIC SERVICE

4x4

FOR COUNCIL: January 28, 2013

**SUBJECT:** Request to Approve Purchase of one (1) Fuel Master Fuel Management System for Public Works Department's Fleet Management Division

**RECOMMENDATION/MOTION:** That the purchase of one (1) Fuel Master Fuel Management System for Public Works Department's Fleet Management Division utilizing the National Joint Purchasing Alliance Contract #052109-SYS from Illinois Oil Marketing, Pekin, IL, be approved, in the amount of 182,651.76, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.a. – The purchase of the fuel management system allows for both an improvement in the efficiency and tracking of fuel operations and also maintains the City's ability to keep equipment fueled providing services for the citizens.

**BACKGROUND:** In Fiscal Year 1993, new fuel dispensing pumps were installed. In Fiscal Year 1999, a fuel tank and fuel pipe monitoring system was installed. In that same year, the current fuel monitoring system was installed and the Division went to a computer based fleet management system. In Fiscal Year 2004, the fuel monitoring system received a Computer Software upgrade. The fuel system and the fleet management system were incapable of direct downloads. All of the fuel tracking information has been entered by hand.

In the past few years, the current system has had failures in the main circuit boards. The circuit boards are no longer available to be purchased. These boards have to be sent in to be repaired or replaced with used parts. The equipment enclosure is rusted completely and cannot keep moisture out of the electrical components.

In Fiscal Year 2012, the City's audit report identified the need for better tracking and limiting access to the City's six fueling sites. The largest fuel site of concern was at the Public Works building which has a 10,000 gallon diesel tank and a 6,000 gallon no lead tank. Both tanks are underground storage tanks. The other five fueling locations are at the Lake Bloomington Water Plant, Forest Park Maintenance Facility, Highland Park Golf Course, Prairie Vista Golf Course, and the Den Golf Course. Each of the other five tank locations have 500 gallon diesel and 500 gallon no lead tanks that are above ground.

In looking for a new fuel monitoring system, the Fuel Master system was identified because it had all of the functions of our current system and is very similar to install. The Fuel Master system has the ability to communicate with the vehicles electronic control module through the On Board Diagnostic connector. This enables an automatic and accurate download of information from the vehicle such as miles, hours, idle time, and fault codes when the unit is fueled. This information can then be used for preventative maintenance scheduling and repairs before a problem or breakdown occurs.

The Fuel Master system is supported and interfaces with the City wide Munis system to eliminate entering data by hand. The Fuel Master system can also be expanded to accommodate alternative fueling stations such as (CNG) Compressed Natural Gas.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** The FY 2013 Capital Lease Budget appropriated \$176,110 for the purchase of one (1) Fuel Master Fuel Management System in line 40110120-72140. The total cost to purchase the unit is \$182,651.76. The \$6,541.76 difference will be offset by savings in other vehicles purchased through the lease program. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #117.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barb Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales  
City Manager

- Attachments:** Attachment 1. Quote – December 18, 2012  
Attachment 2. Quote – January 22, 2013  
Attachment 3. Sample Reports  
Attachment 4. State of IL Intergovernmental Agreement Act  
Attachment 5. Fuel Master Brochure  
Attachment 6. Photos

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Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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





**OIL MARKETING EQUIPMENT, Inc.**  
 1-800-447-2611  
 850 Brenkman Drive, Pekin, IL 61554

# Sales Order

Order Number: 0029455  
 Order Date: 12/18/2012  
 Salesperson: H

Customer Number: 0001482

Bloomington, City Of  
 Fleet Management  
 336 S. Main  
 Bloomington, IL 61701

Ship To:  
 Bloomington, City of  
 Public Service Dept.  
 401 S. East Street  
 Bloomington, IL 61701

Confirm To:

Item Number:	Quantity:	Amount:
*FMU 3500 FMU 3500	1.00	6,575.00
*FMU SOFTWARE Software	1.00	2,065.00
*NETWORK CARD Network Card	1.00	675.00
*AIM KITS Pack of 10 AIM Units	10.00	2,250.00
*PCM Pump Control Module	2.00	1,200.00
*GAS 9840KXDF 1 Product 2 Hose Dispenser	2.00	10,252.00
		=====
	Total Equipment:	23,017.00
	Freight:	200.00
	Installation:	13,750.00
		=====
	Total Bid:	\$36,967.00

Sales Tax @ 8% if Applicable

Quote total includes all applicable taxes on equipment, material, and labor.

Terms: Net 10

Installation Includes:

- Replace dispensers.
- Remove Gasboy
- Install Fuel Master FMU
- Wire dispensers to fuel master FMU.
- Pull in Cat 5e cable from FMU to networks switch in building.
- Start up and program system
- Install software on Rob's computer.
- Set up software and verify communication with FMU.
- Train on system and software.
- Break out and raise B/G spill container



**OIL MARKETING EQUIPMENT, Inc.**  
1-800-447-2611  
850 Brenkman Drive, Pekin, IL 61554

# Sales Order

Order Number: 0029455  
Order Date: 12/18/2012  
Salesperson: H

Customer Number: 0001482

Bloomington, City Of  
Fleet Management  
336 S. Main  
Bloomington, IL 61701

Ship To:  
Bloomington, City of  
Public Service Dept.  
401 S. East Street  
Bloomington, IL 61701

All products and components carry the manufacturer's warranty which is passed on to purchaser according to manufacturer's policy. No other warranties are either expressed or implied.

All quotes are good for sixty (60) days.

Thank you for the opportunity to be of service. We look forward to the receipt of your order.

Respectfully Submitted,

Sales Representative

Accepted by: \_\_\_\_\_  
Signature

\_\_\_\_\_   
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**OIL MARKETING EQUIPMENT, Inc.**  
**1-800-447-2611**  
 850 Brenkman Drive, Pekin, IL 61554

# Quote

Order Number: 0029465  
 Order Date: 12/18/2012  
 Salesperson: H

Customer Number: 0001482

Bloomington, City Of  
 Fleet Management  
 336 S. Main  
 Bloomington, IL 61701

Ship To:  
 Bloomington, City Of  
 Lake Bloomington  
 Bloomington, IL 61701

Confirm To:

Item Number:	Quantity:	Amount:
*FMU 3500 FMU 3500	1.00	6,575.00
*NETWORK CARD Network Card	1.00	675.00
*AIM KITS Vehicle Modules 10 Pack	10.00	2,250.00
TUT FR701 15-18 GPM 115v Pump w/Meter	2.00	1,405.77
ICS GB1-110SOA SmartPulserGasboySingleOutput	1.00	149.99
		=====
	Total Equipment:	11,055.76
	Freight:	200.00
	Installation:	6,950.00
		=====
	Total Bid:	\$18,205.76

Sales Tax @ 8% if Applicable

Terms: Net 10

Installation Includes:

- Remove existing (2) Gasboy 1820's.
- Install (2 ) Fillrite 701's
- Install FMU at pumps.
- Run conduit from FMU to pumps and install pulsers.
- Install wireless networks modems and connect to networks.
- Start up and program system.
- Verify Rob can communicate to system from PC.



**OIL MARKETING EQUIPMENT, Inc.**  
1-800-447-2611  
850 Brenkman Drive, Pekin, IL 61554

# Quote

Order Number: 0029465  
Order Date: 12/18/2012  
Salesperson: H

Customer Number: 0001482

Bloomington, City Of  
Fleet Management  
336 S. Main  
Bloomington, IL 61701

Ship To:  
Bloomington, City Of  
Lake Bloomington  
Bloomington, IL 61701

All products and components carry the manufacturer's warranty which is passed on to purchaser according to manufacturer's policy. No other warranties are either expressed or implied.

All quotes are good for sixty (60) days.

Thank you for the opportunity to be of service. We look forward to the receipt of your order.

Respectfully Submitted,

Brad Rodgers  
Sales Representative  
Accepted by: \_\_\_\_\_

Signature

Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**OIL MARKETING EQUIPMENT, Inc.**  
**1-800-447-2611**  
 850 Brenkman Drive, Pekin, IL 61554

# Quote

Order Number: 0029464  
 Order Date: 12/18/2012  
 Salesperson: H

Customer Number: 0001482

**Ship To:**

Bloomington, City Of  
 Prarie Vista Golf Course  
 Bloomington, IL 61701

Bloomington, City Of  
 Fleet Management  
 336 S. Main  
 Bloomington, IL 61701

**Confirm To:**

Item Number:	Quantity:	Amount:
*FMU 3500	1.00	6,575.00
FMU 3500		
*NETWORK CARD	1.00	675.00
Network Card		
*AIM KITS	10.00	2,250.00
Vehicle Modules 10 Pack		
ICS GB1-110SOA	2.00	299.98
SmartPulserGasboySingleOutput		
*WIRELESS KIT	1.00	800.00
Wireless Comm		
		=====
		Total Equipment: 10,599.98
		Freight: 200.00
		Installation: 6,250.00
		=====
		Total Bid: \$17,049.98

Terms: Net 10

**Installation Includes:**

**Installation Includes:**

- Install Fuelmaster FMU at pump.
- Run conduits from FMU to pumps. Install pulsers on pumps.
- Will try to pull in another circuit to FMU.
- Install wireless networks modems and connect to networks switch.
- Startup and program system.
- Verify Rob can communicate to system from his PC.

All products and components carry the manufacturer's warranty which is passed on to purchaser according to manufacturer's policy. No other warranties are either expressed or implied.



**OIL MARKETING EQUIPMENT, Inc.**  
1-800-447-2611  
850 Brenkman Drive, Pekin, IL 61554

## Quote

Order Number: 0029464  
Order Date: 12/18/2012  
Salesperson: H

Customer Number: 0001482

Bloomington, City Of  
Fleet Management  
336 S. Main  
Bloomington, IL 61701

Ship To:

Bloomington, City Of  
Prarie Vista Golf Course  
Bloomington, IL 61701

All quotes are good for sixty (60) days.

Thank you for the opportunity to be of service. We look forward to the receipt of your order.

Respectfully Submitted,

Brad Rodgers  
Sales Representative  
Accepted by: \_\_\_\_\_

Signature

Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**OIL MARKETING EQUIPMENT, Inc.**  
**1-800-447-2611**  
 850 Brenkman Drive, Pekin, IL 61554

# Quote

Order Number: 0029463  
 Order Date: 12/18/2012  
 Salesperson: H

Customer Number: 0001482

**Ship To:**

Bloomington, City Of  
 The Den Golf Course  
 Bloomington, IL 61701

Bloomington, City Of  
 Fleet Management  
 336 S. Main  
 Bloomington, IL 61701

**Confirm To:**

Item Number:	Quantity:	Amount:
*FMU 3500	1.00	6,575.00
FMU 3500		
*NETWORK CARD	1.00	675.00
Network Card		
*AIM KITS	10.00	2,250.00
Vehicle Module 10 Pack		
ICS GB1-110SOA	2.00	299.98
SmartPulserGasboySingleOutput		
*WIRELESS KIT	1.00	800.00
Wireless Comm		
		=====
		Total Equipment: 10,599.98
		Freight: 200.00
		Installation: 6,250.00
		=====
		Total Bid: \$17,049.98

Sales Tax @ 8% if Applicable

Quote total includes all applicable taxes on equipment, material, and labor.

Terms: Net 10

**Installation Includes:**

- Install Fuelmaster FMU at pump.
- Run conduits from FMU to pumps. Install pulsers on pumps.
- Will try to pull in another circuit to FMU.
- Install wireless networks modems and connect to networks switch.
- Startup and program system.
- Verify Rob can communicate to system from his PC.



**OIL MARKETING EQUIPMENT, Inc.**  
1-800-447-2611  
850 Brenkman Drive, Pekin, IL 61554

# Quote

Order Number: 0029463  
Order Date: 12/18/2012  
Salesperson: H

Customer Number: 0001482

Bloomington, City Of  
Fleet Management  
336 S. Main  
Bloomington, IL 61701

Ship To:  
Bloomington, City Of  
The Den Golf Course  
Bloomington, IL 61701

All products and components carry the manufacturer's warranty which is passed on to purchaser according to manufacturer's policy. No other warranties are either expressed or implied.

All quotes are good for sixty (60) days.

Thank you for the opportunity to be of service. We look forward to the receipt of your order.

Respectfully Submitted,

Brad Rodgers  
Sales Representative

Accepted by: \_\_\_\_\_  
Signature

\_\_\_\_\_   
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_





**OIL MARKETING EQUIPMENT, Inc.**  
**1-800-447-2611**  
 850 Brenkman Drive, Pekin, IL 61554

# Quote

Order Number: 0029457  
 Order Date: 12/18/2012  
 Salesperson: H

Customer Number: 0001482

**Ship To:**

Bloomington, City Of  
 Parks & Recreation  
 Bloomington, IL 61701

Bloomington, City Of  
 Fleet Management  
 336 S. Main  
 Bloomington, IL 61701

**Confirm To:**

**Item Number:**

**Quantity:**

**Amount:**

*FMU 3500	1.00	6,575.00
FMU 3500		
*NETWORK CARD	1.00	675.00
Network Card		
*AIM KITS	10.00	2,250.00
Vehicle Modules Pack of 10		
*WIRELESS	1.00	800.00
Wireless Ethernet Com		
ICS GB1-110SOA	2.00	299.98
SmartPulserGasboySingleOutput		

	=====
Total Equipment:	10,599.98
Freight:	200.00
Installation:	6,250.00
	=====
Total Bid:	\$17,049.98

Sales Tax @ 8% if Applicable

Quote total includes all applicable taxes on equipment, material, and labor.

Terms: Net 10

**Installation Includes:**

- Install Fuel Master FMU at pumps.
- Reuse conduits from FMU to pumps and install pulsers on pumps.
- Will try to pull in another circuit from building to FMU.
- Install wireless Ethernet modems and connect to network.
- Start up and program system.
- Verify Rob can communicate to system from his computer.



**OIL MARKETING EQUIPMENT, Inc.**  
**1-800-447-2611**  
850 Brenkman Drive, Pekin, IL 61554

## Quote

Order Number: 0029457  
Order Date: 12/18/2012  
Salesperson: H

Customer Number: 0001482

Bloomington, City Of  
Fleet Management  
336 S. Main  
Bloomington, IL 61701

Ship To:

Bloomington, City Of  
Parks & Recreation  
Bloomington, IL 61701

All products and components carry the manufacturer's warranty which is passed on to purchaser according to manufacturer's policy. No other warranties are either expressed or implied.

All quotes are good for sixty (60) days.

Thank you for the opportunity to be of service. We look forward to the receipt of your order.

Respectfully Submitted,

Brad Rodgers  
Sales Representative

Accepted by: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**OIL MARKETING EQUIPMENT, Inc.**  
**1-800-447-2611**  
 850 Brenkman Drive, Pekin, IL 61554

# Quote

Order Number: 0029458  
 Order Date: 12/18/2012  
 Salesperson: H

Customer Number: 0001482

Bloomington, City Of  
 Fleet Management  
 Bloomington, IL 61701

Ship To:  
 Bloomington, City Of  
 Highland Park Golf Course  
 Bloomington, IL 61701

Confirm To:

Item Number:	Quantity:	Amount:
*FMU 3500 FMU 3500	1.00	6,575.00
*NETWORK CARD Network Card	1.00	675.00
*AIM KITS Vehicle Modules Pack of 10	10.00	2,250.00
*WIRELESS KIT Wireless Ethernet Com	1.00	800.00
ICS GB1-110SOA SmartPulserGasboySingleOutput	1.00	149.99
		=====
	Total Equipment:	10,449.99
	Freight:	200.00
	Installation:	6,250.00
		=====
	Total Bid:	\$16,899.00

Sales Tax @ 8% if Applicable

Quote total includes all applicable taxes on equipment, material, and labor.

Terms: Net 10

Installation Includes:

- Install Fuel Master FMU at pumps.
- Run conduit from FMU to pumps and install pulsers on pumps.
- Will try to pull in another circuit fro FMU.
- Install wireless network modems. There may be an issue with communications if line of sight cannot be established through the trees.
- Startup and program system.
- Verify Rob can communicate to FMU from his computer.



**OIL MARKETING EQUIPMENT, Inc.**  
1-800-447-2611  
850 Brenkman Drive, Pekin, IL 61554

# Quote

Order Number: 0029458  
Order Date: 12/18/2012  
Salesperson: H

Customer Number: 0001482

Bloomington, City Of  
Fleet Management  
Bloomington, IL 61701

Ship To:  
Bloomington, City Of  
Highland Park Golf Course  
Bloomington, IL 61701

All products and components carry the manufacturer's warranty which is passed on to purchaser according to manufacturer's policy. No other warranties are either expressed or implied.

All quotes are good for sixty (60) days.

Thank you for the opportunity to be of service. We look forward to the receipt of your order.

Respectfully Submitted,

Brad Rodgers  
Sales Representative

Accepted by: \_\_\_\_\_  
Signature

\_\_\_\_\_   
Print Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**OIL MARKETING EQUIPMENT, Inc.**

**1-800-447-2611**

850 Brenkman Drive, Pekin, IL 61554

## Quote

Order Number: 0029846

Order Date: 1/22/2013

Salesperson: BR

Delivery Date: 1/22/2013

Sold To: 0001482  
Bloomington, City Of  
Fleet Management  
336 S. Main  
Bloomington, IL 61701

Ship To:  
Bloomington, City Of  
Fleet Management  
336 S. Main  
Bloomington, IL 61701

Confirm To:	Customer P.O.	Ship VIA	F.O.B.	Terms	
				Net 10	
Item Number	Ordered	Shipped	Back Order	Price	Amount
*FM AIM UNITS Vehicle Modules	260.00	0.00	0.00	225.000	58,500.00
*FM PRO KEE Pro Kee	245.00	0.00	0.00	4.000	980.00

Net Order:	59,480.00
Shipping & Handling:	0.00
Sales Tax:	0.00
<b>Order Total:</b>	<b>59,480.00</b>



## Sample Management Reports

This publication contains a sampling of the reports selectable through the FUELMASTER® PLUS software reports option. All report options are not shown. If other samples are desired, please call FUELMASTER® Marketing and Sales at 1-800-888-9136, or email us at [support@syntech-fuelmaster.com](mailto:support@syntech-fuelmaster.com). A sample report will be prepared and sent to you based on your selections. Thank You for your interest in FUELMASTER® PLUS.

*“From the service island to the central accounting office, tracking of fuel transactions is fully automated by the FUELMASTER® PLUS Fuel Management System.”*

### Syn-Tech Systems, Inc.

100 Four Points Way • Tallahassee, FL 32310 • (800) 888-9136 • (850) 878-2558

Contained in this brochure are the following report examples:

- SYSTEM ACTIVITY REPORTS
- TRANSACTION REPORTS
- INVOICE GENERATION
- SITE REPORTS
- VEHICLE REPORTS
- USER REPORTS
- CUSTOMER REPORTS
- UTILITY KEY REPORTS

## Cost Savings Features

The PROKEE®, or “key”, is our virtually indestructible access device and is warranted for five years. It contains a memory chip programmable for several selectable customer applications. Each time a driver refuels, a PROKEE® is used to access the service island FUELMASTER® Fuel Management Unit (FMU). The FMU reads information stored in the PROKEE® to determine fuel (or oil) dispenser authorizations, then activates the dispenser. New information is written back to the PROKEE®, and the FMU collects the transaction data. A SmartCard (a credit card size access device with a read/write memory chip) can be used exactly like a PROKEE®.

The FUELMASTER® management software is loaded into a Central Controller (personal computer) to develop an operating program to manage the FMU's, and collect and sort transaction data. At time intervals selected by the customer, the Central Controller automatically downloads accumulated transaction data from all the FMU's and sorts this data for future use. New customers immediately realize the savings offered with FUELMASTER®. Because the operating program is menu driven, operation of the Central Controller can be performed without formal computer training or extensive software familiarization.

One of the most popular features of the software among FUELMASTER® customers is the reports package which is standard with each FUELMASTER® Fuel Management System and not an extra-cost option as with some fuel management systems. With the FUELMASTER® management

# System Activity Reports

The Activity Reports provide an overview of how FUELMASTER® is set up and operating, either system-wide or for a single site (Figure 2).

Information is broken down by:

- Deliveries, transfers, and adjustments
- Fuel transactions by hose number
- Fuel transaction totals by tank, and
- Oil check transactions.

Activity Reports quickly allow the user to see:

- From which tank a product is being withdrawn
- Number of month-to-date and year-to-date deliveries, adjustments, and transfers whether a hose is activated or unused
- The type of product being dispensed
- Unit equivalents: gallons, quarts, etc.,
- Number of month-to-date and year-to-date units pumped from each hose and tank
- Number of month-to-date and year-to-date transactions by hose and tank, and
- Number of month-to-date and year-to-date oil check transactions.

Syn-Tech Systems, Inc. Tallahassee, FL 32305								
<b>FMU Activity Report Ending 2/19/2008</b>								
Date: 2/19/2008 Time: 1:45:32PM						Page 1 of 1		
Site ID: 0001 Syn-Tech - Tallahassee - North Side								
<b>Fuel Transactions by Hose</b>								
<u>Hose</u>	<u>Grade</u>	<u>Tank</u>	<u>Product</u>	<u>Description</u>	<u>Month to Date</u>		<u>Year to Date</u>	
					<u>Transactions</u>	<u>Quantity</u>	<u>Transactions</u>	<u>Quantity</u>
1	1	1.00	1	Unleaded	24	1,590.40	25	2,090.40
2	1	2.00	3	UNLEADED 87	5	338.70	5	338.70
3	1	3.00	4	UNLEADED 89	3	150.00	3	150.00
4	1	4.00	5	UNLEADED 91	1	97.20	1	97.20
5	1	5.00	7	DYED DIESEL 1	5	293.30	5	293.30
6	1	6.00	6	DYED DIESEL 2	3	150.00	3	150.00
Site 0001 Syn-Tech - Tallahassee - North Side. Site Deliveries, Transfers, and Adjustments								
<u>Tank</u>	<u>Product</u>	<u>Description</u>	<u>Month to Date</u>		<u>Year to Date</u>			
			<u>Transactions</u>	<u>Quantity</u>	<u>Transactions</u>	<u>Quantity</u>		
1		Unleaded						
		Deliveries	2	745.00	4	2,245.00		
		Positive Adjustments	0	0.00	0	0.00		
		Negative Adjustments	0	0.00	1	367.50		
		Transfers From Tank	0	0.00	0	0.00		
		Transfer To Tank	0	0.00	0	0.00		
Site 0001 Syn-Tech - Tallahassee - North Side. Site Deliveries, Transfers, and Adjustments								
<u>Tank</u>	<u>Product</u>	<u>Description</u>	<u>Month to Date</u>		<u>Year to Date</u>			
			<u>Transactions</u>	<u>Quantity</u>	<u>Transactions</u>	<u>Quantity</u>		
2		UNLEADED 87						
		Deliveries	0	0.00	0	0.00		

Sample FMU Activity Report (Figure 2)



# Invoice Generation

FUELMASTER® software contains a complete invoice generation package, eliminating the labor and paperwork of fuel billing. Up to 162 possible invoice options may be selected, and the Central Controller operator only has to input the billing period. The invoices are developed from information already present in the software program's databases.

Invoices may be generated "by customer" for all customers or a single customer, or "by grouping". "By grouping" allows the selection of invoice(s) based on transaction code, vehicle ID, user ID, fuel site ID, customer ID, user's name, user's department, user's agency, vehicle's agency, vehicle's organization, vehicle's usage, or one of five miscellaneous fields selectable by the system owner. All calculations are automatically performed by the FUELMASTER® software. FUELMASTER® provides site reports selectable for listings of site information, current product inventory, product inventory history (for a period of time), and product delivery history. Sample Management Reports & Transaction Data

SYN-TECH SYSTEMS, INC.  
TALLAHASSEE, FL 32305

## CUSTOMER INVOICE

### INVOICE LISTED BY CUSTOMER ID

From Date: 2/1/2008  
Time: 12:00:00AM

To Date: 2/19/2008  
Time: 2:53:59PM

Print Date: 2/19/2008 Time: 2:57:33PM  
Page 1 of 1

Customer: Syn-Tech Systems, Inc.  
100 Four Points Way  
Tallahassee, FL 32305

#### Transactions for CUSTOMER ID: 00000001

##### Transactions for Vehicle 00000001 -

Date	Time	TC	Site	User ID	Odometer	Hose	Grade	CC#	Product	Unit Cost	Quantity	Total
2/19/2008	1:41:00PM	04	0001	000000001	100	1	1	1			188.20	
Summary for Vehicle : 00000001												
Total for 1 transactions											188.20	0.00

##### Transactions for Vehicle 00000002 -

Date	Time	TC	Site	User ID	Odometer	Hose	Grade	CC#	Product	Unit Cost	Quantity	Total
2/19/2008	1:41:00PM	04	0001	000000022	2	2	1	3			46.60	
Summary for Vehicle : 00000002												
Total for 1 transactions											46.60	0.00

##### Transactions for Vehicle GENRATR1 -

Date	Time	TC	Site	User ID	Odometer	Hose	Grade	CC#	Product	Unit Cost	Quantity	Total
2/2/2008	4:50:00PM	10	0002	000004444	0	1	1	1		2.9800	800.00	2,384.00
Summary for Vehicle : GENRATR1												
Total for 1 transactions											800.00	2,384.00

##### Transactions for Vehicle GENRATR2 -

Date	Time	TC	Site	User ID	Odometer	Hose	Grade	CC#	Product	Unit Cost	Quantity	Total
2/6/2008	4:52:00PM	10	0002	000055555	0	1	1	1		2.9800	650.00	1,937.00
Summary for Vehicle : GENRATR2												
Total for 1 transactions											650.00	1,937.00

Transactions for Vehicle 00000001 00000002 000004444 000055555

Sample Customer Invoice (Figure 4)





# Vehicle Reports

FUELMASTER® provides vehicle reports selectable for listings of vehicle information, vehicle efficiency, authorized vehicles, and unauthorized vehicles. These four report categories are each further selectable by nine groupings: vehicle ID, vehicle usage, vehicle agency, vehicle organization, or one of five miscellaneous fields selectable by the system owner. After a grouping is selected, the reports may then be selected for all vehicles, or a specific single vehicle.

**NOTE:** When the vehicle databases are filled with vehicle information, an odometer range entry is entered for each vehicle. This range is then encoded into the vehicle key. When a transaction is made, the driver is prompted to enter his/her vehicle's odometer reading. If the entered reading for this transaction is not within the range limits since the last transaction, the Vehicle Efficiency Report will calculate efficiency since the last transaction, but will not figure that efficiency rating into the average.

Syn-Tech Systems, Inc  
Tallahassee, FL 32305

## VEHICLE EFFICIENCY REPORT

VEHICLES LISTED BY: Vehicle ID

**NOTE:** Transactions with High or Low Odometer readings are not included in averages

Start Date: 02/01/08

End Date: 02/19/08

Page 1 of 1

Print Date: 02/19/08 Time: 15:14:11

Listing for Vehicle ID : VEHICLE1

Vehicle ID: VEHICLE1-

Product: 1 - Unleaded

<u>Date</u>	<u>Time</u>	<u>Site</u>	<u>UserID</u>	<u>TC</u>	<u>Hose</u>	<u>Grade</u>	<u>Odometer</u>	<u>Quantity</u>	<u>Efficiency</u>	<u>MILES</u>	<u>Messages</u>
02/02/08	2:08:27 PM	0001	000000001	10	1		0	40.00	0.00	0	Same Odometer Rea
02/08/08	10:20:09 AM	0001	000000001	00	1		425	34.90	12.17	425	Valid Transaction
02/08/08	10:20:52 AM	0001	000000001	00	1		850	38.80	10.95	425	Valid Transaction
02/08/08	10:21:23 AM	0001	000000001	00	1		1275	36.10	11.77	425	Valid Transaction
02/08/08	10:21:57 AM	0001	000000001	00	1		1700	38.00	11.18	425	Valid Transaction
02/08/08	10:22:30 AM	0001	000000001	00	1		2125	34.70	12.24	425	Valid Transaction
02/08/08	4:58:29 PM	0001	000000001	00	1		2550	38.50	11.03	425	Valid Transaction
02/12/08	3:26:36 PM	0001	000004444	00	1		2975	38.90	10.92	425	Valid Transaction

7 Valid Transactions

Total Efficiency

11.46 for 2975.00 Total Miles & 299.90 Total Qty

Reports & Transaction Data Sample Vehicle Report (Figure 6)



# Customer Reports

FUELMASTER® provides customer reports for listings of customer information. Customers, in this context, are individuals outside your organization. By identifying these individuals as customers, separate reports can be prepared and invoices with separate pricing levels can be generated. Customer reports may be selected for all customers or a specific single customer.

Syn-Tech Systems, Inc  
Tallahassee, FL 32305

## CUSTOMER LISTING

Page 1 of 1

Print Date: 02/19/08 Time: 17:03:54

**Customer ID:** 000000001  
**Name:** Syn-Tech - Tallahassee - North Side  
**Address:** 123456 NORTH ST.  
 P.O. BOX 1234  
**City:** Tallahassee  
**State:** FL 32305-0001  
**Phone:** 850-878-2558  
**Contact:** Mr. North

### Vehicle list for Customer ID: 000000001

<u>Vehicle ID</u>	<u>Description</u>	<u>Organization</u>	<u>Agency</u>	<u>Usage</u>	<u>Key Type</u>
SWITCHR1	SWITCHER A12345	ORG	AGNCY	USAGE	VEHICLE
SWITCHR2	SWITCHER Z12345	ORG	AGNCY	USAGE	VEHICLE

### User Listing for Customer ID: 000000001

<u>User ID</u>	<u>Name</u>	<u>Department ID</u>	<u>Agency</u>
000000001	ONE, USER	DEPT01	AGNCY01
000055555	FIVE, USER		
123456789	USER, GENERAL		

Sample Customer Reports (Figure 8)

Authorized Utility Key listing (Figure 10).

Syn-Tech Systems, Inc.  
Tallahassee, FL 32305

**FUELMASTER AUTHORIZED UTILITY KEY REPORT**

**LISTING BY UTILITY KEY ID**

Page 1 of 1

Print Date: 02/19/08 Time: 17:12:48

Listing for UTILITY KEY ID: 00000001

<u>Key ID</u>	<u>Re-Issue</u>	<u>Description</u>	<u>Organization</u>	<u>Agency</u>	<u>Usage</u>
00000001	0	Supervisor key that came with the FMU			

Listing for UTILITY KEY ID: GENRATR1

<u>Key ID</u>	<u>Re-Issue</u>	<u>Description</u>	<u>Organization</u>	<u>Agency</u>	<u>Usage</u>
GENRATR1	0	GENERATOR - BRIGGS & STRATTON 1532	ORG	AGNCY	USAGEFIELD

Listing for UTILITY KEY ID: GENRATR2

<u>Key ID</u>	<u>Re-Issue</u>	<u>Description</u>	<u>Organization</u>	<u>Agency</u>	<u>Usage</u>
GENRATR2	0	GENERATOR - MCULLOCH FDD2112	ORG	AGNCY	USAGEFIELD

**Sample Authorized Utility Key Reports (Figure 10)**

As mentioned previously, if other report samples are desired, please call FUELMASTER® Marketing and Sales at 1-800-888-9136, or email us at [support@syntech-fuelmaster.com](mailto:support@syntech-fuelmaster.com). Again, Thank You for your interest in FUELMASTER® PLUS.

**Syn-Tech Systems, Inc.**

100 Four Points Way • Tallahassee, FL 32310 • (800) 888-9136 • (850) 878-2558





Cooperative purchasing in Illinois is authorized by the Intergovernmental Cooperation Act:

**Illinois State Statutes**  
**Chapter 5 General Provisions**  
**Act 220 Intergovernmental Cooperation Act**  
**Section 3: Intergovernmental Cooperation**

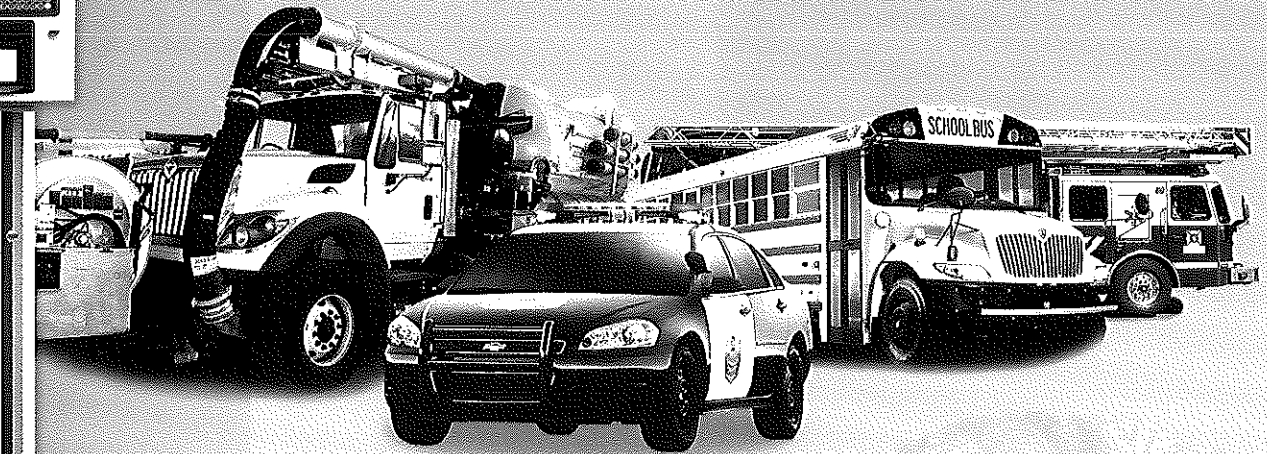
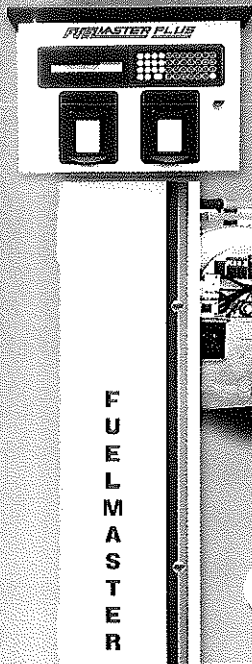
**Sec. 3. Intergovernmental cooperation.** Any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of this State may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this State and jointly with any public agency of any other state or of the United States to the extent that laws of such other state or of the United States do not prohibit joint exercise or enjoyment and except where specifically and expressly prohibited by law. This includes, but is not limited to, (i) arrangements between the Illinois Student Assistance Commission and agencies in other states which issue professional licenses and (ii) agreements between the Department of Healthcare and Family Services (formerly Illinois Department of Public Aid) and public agencies for the establishment and enforcement of child support orders and for the exchange of information that may be necessary for the enforcement of those child support orders.

The link to the full statute can be found here:

<http://www.ilga.gov/legislation/ilcs/ilcs3.asp?ActID=92&ChapterID=2>

*\*\*NJPA is not attorney law firm and is not qualified to give legal advice. The information contained in our website and other media are provided for informational purposes only and cannot be considered legal advice. Any conclusions drawn by our members based on the information provided shall be arrived at by the Member.\*\**

Leading the way in fuel management technology

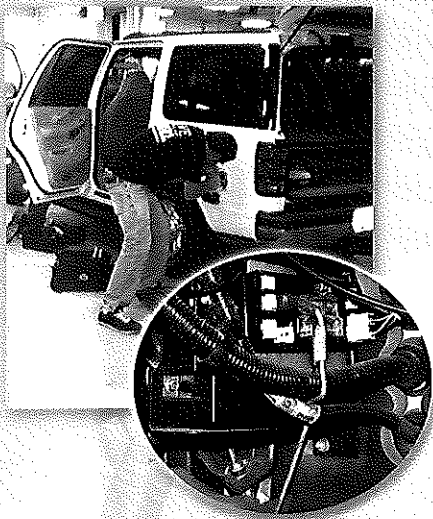


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### Benefits:

- Dispenser can't be activated until the nozzle is inserted into the filler neck
- Provides fuel accountability and inventory control
- Fuel cannot be delivered to another vehicle
- Records and monitors emission parameters
- Advanced diagnostics and prognostics
- Eliminates accidental spills
- Works with alternative fuels
- Measures vehicle efficiency
- Calculates idle-time
- Lube bay option



Quick, simple installation.



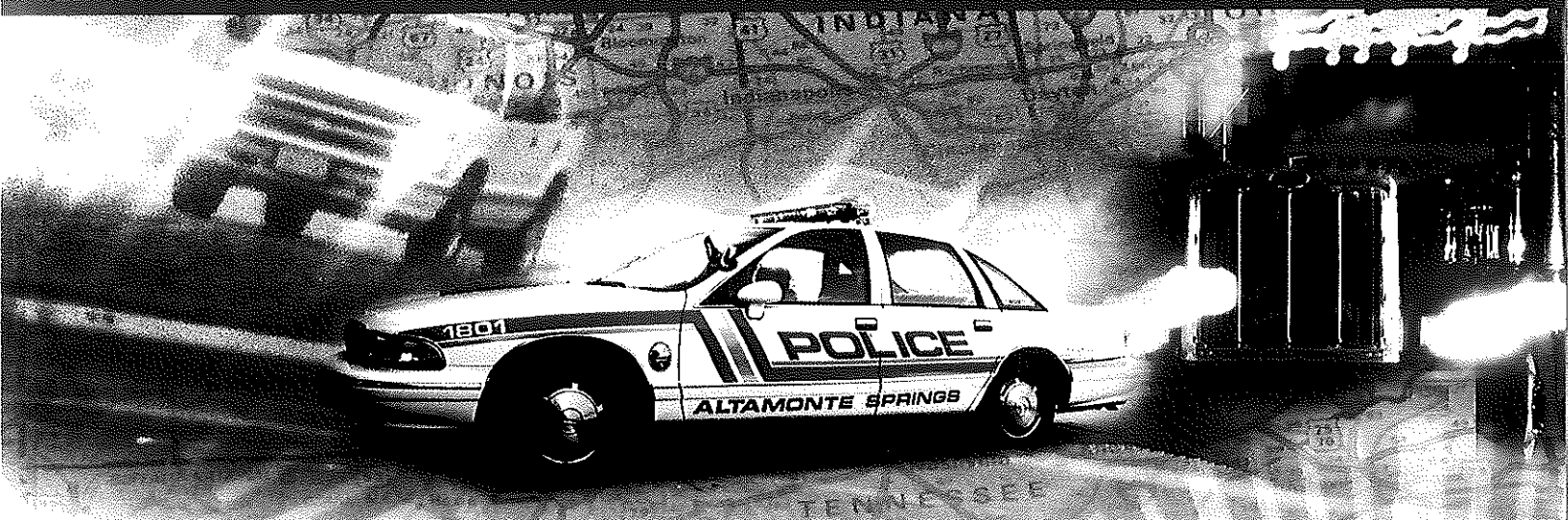
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Syn-Tech Systems, Inc. ©

# SMART VEHICLE TECHNOLOGY



## **FUELMASTER 3500 AIM2**<sup>®</sup>

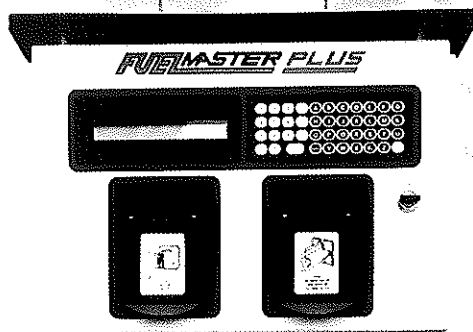
FuelMaster<sup>®</sup> Fuel Management Unit (FMU) / Automotive Information Module (AIM2<sup>®</sup>)

### **Autonomous Fuel Control & Accounting System**

Our patented Automotive Information Module (AIM2<sup>®</sup>) makes integration of technological innovations an easy process. With our new expansion capabilities, you can now have next-generation electronic technology in this year's system!

#### **System's Components and Features:**

- OBD II (On-board diagnostics) port interface for real-time maintenance and vehicle computer data acquisition (odometer, engine hours, idle time, engine error codes, etc.)
- Utilizes Flash technology for memory and upgrade capabilities
- Program real-time changes to the vehicle AIM while pumping your fuel
- No external programming accessories needed
- Ingress/egress security monitoring via gate control
- Built-in self-diagnostics of **FuelMaster<sup>®</sup>** components including fuel island hardware
- Rugged weather-proof design
- Easy installation and greatly reduced maintenance time
- Designed to take the driver "out-of-the-loop" and reduce mechanic's time and labor
- Modern state-of-the-art RF radio communications to the fuel island
- Passive capture of vehicle ID, current mileage, date, time, fuel quantity, fuel type, engine hours, PTO hours and much more
- Complete control and comprehensive security over fuel dispensers and fuel dispensed
- Implements advanced RFID tag technologies
- Wireless vehicle record updates
- AIM2<sup>®</sup> is ETL listed, CSA approved and meets FCC and IC (Canada) requirements



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**C.A.R.B. Approved**  
(California Air Resource Board)

**Tomorrow's Technology for Today's Needs**

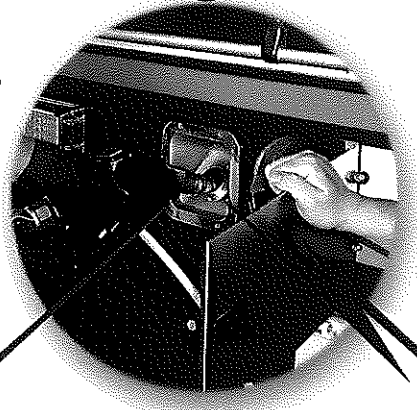
# AIM2<sup>TM</sup>

## Leading the Way

in Automotive Fuel Management Technology

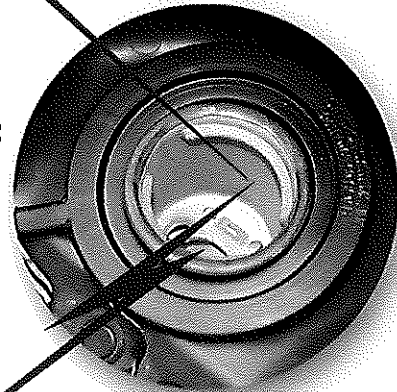
1

1) Driver inserts the nozzle.



2) RF/ID Tag on the nozzle activates the dispenser.

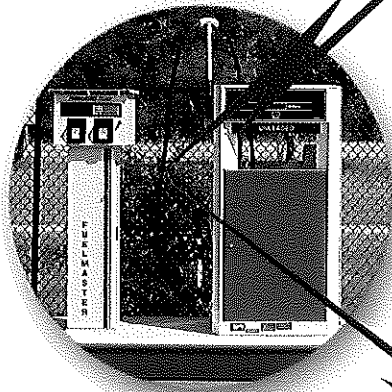
2



For passive fueling,  
remember two words:

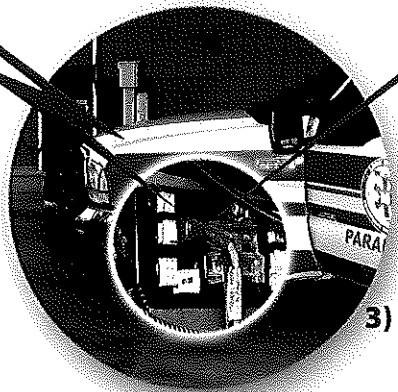
**FUELMASTER  
&  
AIM2.**

4



4) FMU reads data and records transaction. Transaction ends when nozzle is removed.

3



3) AIM2 transmits vehicle data to the FMU.

**Syn-Tech Systems, Inc.**

Home of FuelMaster®

[www.marketing@syntech-fuelmaster.com](http://www.marketing@syntech-fuelmaster.com)

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DIESEL

UNLEADED



UNLEADED

GALLONS

GALLONS

GASBOY







FOR COUNCIL: January 28, 2013

**SUBJECT:** Request to Approve Purchase of one (1) Ford F250 with Snow Plow for Water Department's Lake Bloomington Maintenance Division

**RECOMMENDATION/MOTION:** That the purchase of one (1) Ford F250 with Snow Plow for Water Department's Lake Bloomington Maintenance Division utilizing the State of Illinois Joint Purchasing Contract #4017340 from Bob Ridings Inc., Taylorville IL, be approved, in the amount of \$27,929, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.a. – In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services. This purchase will replace a truck that is at the end of its useful life and will end up costing more to maintain than replacing the vehicle. This provides value to the citizen and allows services to be delivered in a cost-effective manner.

**BACKGROUND:** The Lake Bloomington Maintenance Division has a 2006 Ford F250 with over 100,000 miles on it. This unit is used daily in the operation of maintaining the Lake Division. It is used to plow snow around the lake and clear the parking lots that are maintained by the City. Repairs this past year include front end and steering, drive line, and air conditioning.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** The FY 2013 Water Lake Bloomington Budget appropriated \$27,200 for the purchase of one (1) Ford F250 with Snow Plow for the Lake Bloomington Maintenance Division of the Water Department line 50100140-72130. The total cost to purchase the unit is \$27,929. The \$700 overage will be offset from savings in other expenditures line items, Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #312.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barb Adkins, Deputy City Manager

Reviewed by: Craig M. Cummings, Director of Water

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Fleet Sales Breakdown – Bob Ridings Fleet Sales  
Attachment 2. Photo

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**Bob Ridings Fleet Sales**

**Todd Crews, Fleet Sales Mgr.  
931 Springfield Rd  
Taylorville IL 62568**

Ph. 217-824-2207

Email toddfleet@aol.com

Fax 217-824-4252

Friday, January 18, 2013

ROB KRONES  
CITY OF BLOOMINGTON  
336 S MAIN ST  
BLOOMINGTON, IL 61701

Dear Rob:

Thank you for your inquiry about our Fleet Sales Program, please accept this letter as our bid. We are pleased you are again considering us for your new truck and we can order it as follows. Note delivery is estimated in 90 days after your order.

<b>1</b>	<b>2013 Ford F250 Regular Cab 4x4 w/8ft Bed</b>	<b>Unit LB16</b>
	Includes All Standard Pkg Equipment	
	6.2 Litre V8 w/6spd Automatic 10,000 GVWR	
	Air Conditioning, Tilt Wheel, AM/FM Stereo	
	HD Trailer Pkg w/Hitch & Wiring	\$20,080.00
	ADD Cruise Control	\$195.00
	Camper Pkg w/Helper Springs	\$150.00
	All Terrain Tires	\$120.00
	Electric Shift on the Fly 4x4	\$175.00
	Snowplow Prep Pkg	\$75.00
	3.73 Limited Slip Axle	\$330.00
	Daytime Running Lights	\$40.00
	Built in Factory Trailer Brake	\$195.00
	Factory Running Boards	\$300.00
	Factory Spray in Bedliner	\$475.00
	Rustproof & Undercoat	\$249.00
	Extra Programmed Key	\$25.00
	WESTERN 7.5ft ProPlow Snowplow	\$4995.00
	Backrack Cab Protector	\$325.00
	Delivery to your Location	\$225.00
	New Municipal Lic & Title NOT Ordered	
	White Ext, Steel Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering	
	<b>YOUR COST, P/O # Pending</b>	<b>\$27,954.00</b>



10/30/2012 03:58 pm



FOR COUNCIL: January 28, 2013

**SUBJECT:** Purchase of Protective Wear for Firefighters

**RECOMMENDATION/MOTION:** That the purchase of thirty (30) sets of firefighter protective clothing from MES Global, be approved, in an amount not to exceed \$72,000, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.a. – Providing fire protection and rescue services to the community is a “basic service.” Specialized protective clothing allows firefighters to enter and work safely in hazardous conditions, which is providing “adequate resources to support defined services and service levels.”

**BACKGROUND:** Firefighter protective clothing is on a seven (7) year replacement schedule. This schedule is based on the National Fire Protection Association’s (NFPA) recommended useful life for firefighting protective wear. Each year the department replaces approximately twenty percent (20%) of its total inventory. Additional sets of protective clothing are purchased to replace any damaged beyond repair, as well as sets needed to equip new hires..

The gear that the Department uses was selected in 2006 during an extensive evaluation process that involved technical specification comparison, wear testing, warranty and cost. Based on the experience with the gear selected, the Department is recommending no change in the gear used. One major factor is the gear in use has a shell warranty of 7 years against any damage that occurs during firefighting operations. Previous to using this gear the Department had a line item for gear repair that amounted to approximately \$15,000. In addition, the Department had to keep multiple extra sets of gear for use while personnel’s gear was in for repair. The change to this gear has resulted in significant savings in both repair cost and in stocking of extra sets as well as better performance on emergency scenes.

By establishing a quoted agreement now, the manufacturer is committing to a lower annual rate of pricing increase than has been present in the past.

The price for a standard set of protective wear is \$2,369. There are additional charges for rush orders and/or larger sizes (size 60 and over).

<b>Vendor</b>	<b>Cost per Turn-out Gear Assembly</b>	<b>Total Cost of 30 Sets of Turn-out Gear</b>
MES Global	\$2,369.00	\$71,070.00
Time Emergency Equipment	\$2,703.75	\$81,112.50
Globe Manufacturing Company	\$4,208.98	\$126,269.40

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** The FY 2013 Budget appropriated \$71,070 in line item 10015210-62191 (Protective Wear) for 30 sets of firefighter’s protective clothing for new hires and to replace a portion of the existing clothing. This appropriation is found on page #237 of the FY 2013 General Fund Budget.

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Asst. Chief/Training Officer

Reviewed by: Michael Kimmerling, Fire Chief

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Photos

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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





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Globe Manufacturing Honors Washington DC Firefighters Injured on the Job

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## G-XTREME: Fit Matters!

Firefighters come in a remarkable range of shapes and sizes. When your gear really fits your body, it's not just more comfortable; it enables you to perform your job to the maximum of your ability — without extra bulk and without restriction. That's why G-XTREME® now offers a whole new dimension in fit — SHAPE.



## G-XTREME® Jacket



[enlarge image](#)

### G-XTREME® Jacket

The world's most advanced turnout gear just keeps getting better. Built to move the way the human body moves — without restriction — by providing a tailored, **less bulky fit** with added length and fullness where the body bends. Its patented AXTION® Back and AXTION® Sleeve lets you make all the right moves. And now G-XTREME® comes in SHAPES to fit your body like never before.

### FEATURES



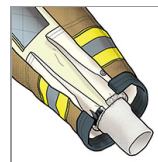
**AXTION® BACK** adds length across your shoulders when you work in front of you.



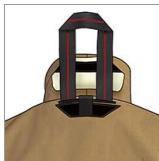
**AXTION® SLEEVE** provides extra length when you reach.



**FREE HANGING THROAT TAB** stays out of your way when not deployed.



**TELESCOPING SLEEVE WELLS** keep water out and add thermal protection.



**YOCCO™ DRAG RESCUE DEVICE** is easy to deploy when you need it, out of the way when you don't.



**THERMALLY ENHANCED UPPER BODY & ELBOWS** are oversized for more coverage.



**TRIMTRAX® THREAD PROTECTION** with KEVLAR® cording lasts far longer than conventional stitching.



**AXTION® LINER** allows unrestricted movement and easy access between the layers.

### MORE STANDARD FEATURES

**CONTOURED SLEEVES** ergonomically curved to work with you — not against you.

**CONTOURED COLLAR** maintains ergonomic shape when flipped up or folded down.

**EXPANSION CARGO/HANDWARMER POCKETS** reinforced with KEVLAR® fabric inside and NOMEX® fleece behind.



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Globe Celebrates 125th Anniversary by Giving 125 Sets of Gear to Volunteers

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## G-XTREME: Fit Matters!

Firefighters come in a remarkable range of shapes and sizes. When your gear really fits your body, it's not just more comfortable; it enables you to perform your job to the maximum of your ability — without extra bulk and without restriction. That's why G-XTREME® now offers a whole new dimension in fit — SHAPE.



## G-XTREME® Pants



 [enlarge image](#)

### G-XTREME® Pants

Finally, turnout pants that **fit like a pair of jeans**. With its adjustable belt and elasticized back transferring weight to your hips, suspenders are a preference, not a necessity. The AXTION® Seat and AXTION® Knee work together to give you completely unrestricted movement when you bend over, squat down, step up, sit down, kneel, or crawl. And now G-XTREME® comes in SHAPES to fit your body like never before.

### FEATURES



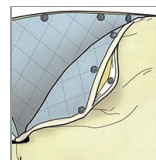
**AXTION® KNEE** adds length over the knee so you can step up, sit down, kneel, or crawl freely.



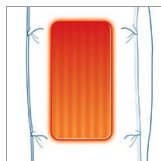
**AXTION® SEAT** adds length in the seat to allow you to bend at the waist and knees freely.



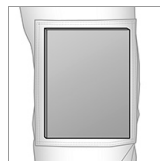
**ADJUSTABLE BELT CLOSURE** transfers weight to your hips and makes the pants fit like a pair of jeans.



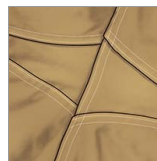
**LINER ACCESS OPENING** on both sides of the waist for easy access between the layers.



**THERMALLY ENHANCED KNEES** add a layer of thermal and moisture barrier to protect this high compression area.



Optional **SILIZONE® FOAM KNEES** make crawling almost heavenly and don't absorb water.



**DIAMOND CROTCH GUSSET** distributes stress in both shell and liner for durability.



**PADDED H-BACK RIP-CORD SUSPENDERS** attach to horizontal loops so there is no metal hardware to dig in or pull out.



FOR COUNCIL: January 28, 2013

**SUBJECT:** Analysis of Bids for one (1) Bomag Tandem Vibratory Roller for the Public Works Department's Street Maintenance Division

**RECOMMENDATION/MOTION:** That the bid for one (1) Bomag BW120AD-4 Vibratory Roller for Public Works Department's Street Maintenance Division be awarded to Martin Equipment Goodfield, IL in the amount of \$34,500 and the Purchasing Agent be authorized to issue a Purchase Order for same.

**STRATEGIC PLAN LINK:** Goal 1 - Financially Sound City Providing Quality Basic Services. The purchase of the Bomag Tandem Vibratory Roller will enhance compaction, productivity and safety within the Street Maintenance Division of the Public Works Department.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.a. - Enhance productivity to ensure goals are met within the City of Bloomington Public Works Department.

**BACKGROUND:** On December 11, 2012 a bid was let out for the purchase of a replacement Vibratory Roller for the Street Maintenance Division so that staff can improve productivity and improve the finished product with better compaction. On January 2, 2013 the bids were opened and the results are as follows:

<b>Bidder's Name</b>	<b>Make &amp; Model Bid</b>	<b>Net Amount</b>
Martin Equipment	Bomag BW120AD-4	\$34,500.00
Altorfer Inc.	Caterpillar CB24	\$36,837.00
Birkeys Equipment	Wacker RD27-120	\$36,900.00
Birkeys Equipment	Case DV202	\$36,900.00

Martin equipment of Goodfield IL. meet all the Bid Specifications and was the lowest bidder.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** The cost for the purchase of a Bomag Tandem Vibratory Roller is \$34,500. Funds for the agreement have been budgeted in the FY 2013 Street Maintenance budget (10016120-72140 - Capital Equipment). This line item has multiple items budgeted for purchase in FY 2013. The amount budgeted for the Bomag Tandem Vibratory Roller was \$50,000. Stakeholders may locate this purchase in the FY 2013 General Fund Budget Document on page #271.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barb Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Quote – Martin Equipment  
Attachment 2. Photos

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



Martin Equipment  
 400 W. Martin Dr  
 Goodfield, IL 61742  
 (309) 965-2502

<b>Quote Issued To :</b> CITY OF BLOOMINGTON FLEET MGT DEPT BLOOMINGTON , IL , 61701 (309) 434-2340	<b>QUOTATION</b> <b>Quote # :</b> 1005666 <b>Issue Date :</b> 12/28/2012 <b>Expire Date :</b> 1/27/2013 <b>Est Delivery :</b> <b>FOB :</b>
<b>Quote Issued By :</b> EUGENE GLUECK	

**QUOTE SUMMARY**

<b>Total Sale Price :</b>	<b>34,500.00</b>
<b>Less Trade Allowance :</b>	<b>0.00</b>
<b>Subtotal : Pre-Tax :</b>	<b>34,500.00</b>
<b>Sales Tax :</b>	<b>0.00</b>
<b>Grand Total :</b>	<b>34,500.00</b>

**ITEMS LISTED FOR SALE**

Item #	Year	Make	Model	Serial #	Hours	List Price	Sale Price
	2013	BOMAG	BW120AD-4		0	43,826.00	34,500.00
ARTICULATED VIBRATORY TANDEM ROLLER KUBOTA WATER COOLED DIESEL ENGINE HYDROSTATIC DRIVE - BOTH DRUMS 47" WIDE VIBRATING DRUMS OSCILLATING CENTER JOINT SINGLE LEVER CONTROL LATERAL SLIDING & ADJUSTABLE SEAT CORROSION FREE WATER SPRAY SYSTEM BACKUP ALARM ROPS/FOPS W/SEAT BELT ONE YEAR FACTORY WARRANTY THREE OPERATORS MANUALS TWO SAFETY/OPERATION TRAINING TAPES ONE SHOP/TECHNICAL MANUAL MACHINE BID AS PER BID SPECIFICATIONS							
<b>Total of Items For Sale :</b>							<b>34,500.00</b>
<b>Grand Total :</b>							<b>34,500.00</b>

**Notes**

**Acceptance Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

All quotations contingent upon strikes, delays, and conditions beyond our control. Prices subject to change with or without notice.  
 All prices are subject to expiration of any current sales programs and incentives.



## Tandem Vibratory Roller

### BW120AD-4



#### EARTHWORKS

# passes	rolling speed (mph)	area coverage sq yd/hr	"productivity in cu yd/hr by lift thickness, 100% efficiency"			
			4 inches	6 inches	8 inches	12 inches
2	4.77	5504	612	919	1225	1837
3	4.77	3669	408	612	817	1225
4	4.77	2752	306	459	612	919
5	4.77	2201	245	367	490	735

#### ASPHALTIC CONCRETE (material weight 140 lb/cu ft)

# passes	rolling speed (mph)	area coverage sq yd/hr	"productivity in tons/hr by lift thickness, 100% efficiency"			
			1.5 inches	2 inches	2.5 inches	3 inches
2	4.77	5504	434	579	723	868
3	4.77	3669	289	386	482	579
4	4.77	2752	217	289	362	434
5	4.77	2201	174	231	289	347
6	4.77	1835	145	193	241	289

Note: Repeat number of passes over the same area is required to achieve specified compaction efficiency/density. Successive passes over same area results in reduced area coverage and productivity. Rolling speed selected provides impact spacing of a minimum 10 impacts per foot at high vibration frequency setting. Actual compaction efficiency is determined by job conditions.



# BW120AD-4



## **■** *Dash 4 Series – Setting the standard for excellence...*

The next generation BW120AD-4, establishes the “benchmark” for all other competitive rollers to measure up to. Combining compact size and high maneuverability with heavy tandem roller features the new BW120AD-4 delivers outstanding performance.

This new model from BOMAG features more performance, increased productivity, improved safety details and unsurpassed operator comfort. Slanted drum support legs with high curb clearance, afford unobstructed view of the drum edges, minimal lateral

offset and the ability to work closely to obstructions and in confined areas.

The two (2) position throttle detail offers dual vibration frequencies, providing maximum compaction results on a wide range of applications and material types.

### **■** Applications:

- Granular sub-base compaction
- Walkways, bicycle and cart paths
- Driveways and Parking lots
- Road rehabilitation and patching



BW120AD-4 shown with optional folding ROPS.



FOR COUNCIL: January 28, 2013

**SUBJECT:** Analysis of Bids for one (1) Ford F550 with 37 Foot Aerial Lift and Service Body for Public Works Department's Street Maintenance Division

**RECOMMENDATION/MOTION:** That the bid for one (1) Ford F550 with 37 Foot Aerial Lift and Service Body for Public Works Department's Street Maintenance Division be awarded to Bob Ridings Inc., Taylorville IL, in the amount of \$97,495, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.a. – This vehicle purchase provides the resources needed to continue efficient operations in the Street Maintenance Division of Public Works. This purchase also reduces the costs for repair and maintenance within the Streets Maintenance Division of the Public Works Department.

**BACKGROUND:** The Street Maintenance Division has a 2004 Ford F550 Aerial Lift truck with over 130,000 miles on it. The miles on this unit are high as are the engine hours. The engine has to run while the vehicle is parked to pull and drive sign posts, and run the aerial lift to reach signs high overhead. This unit has had engine, emission, and electrical problems. On December 13, 2012 a bid was let out for the purchase of a Ford F550 with 37 Foot Aerial Lift and Service Body for the Street Maintenance Division. On January 2, 2013 the bids were opened and the results are as follows:

<b>Bidder's Name</b>	<b>Make &amp; Model Bid</b>	<b>Net Amount</b>
Bob Ridings Inc. Taylorville, IL	Ford F550 & Versalift SST37EIH	\$97,495
Altec Industries Inc. Elizabethtown, KY	Ford F550 & Altic AT37G	\$94,162
Linco Percision LLC El Paso, IL	Warner Service Body & Dura-Lift Bucket (Partial Bid)	\$70,563
Koenig Equipment Peoria, IL	No Bid	\$0

Bob Ridings meet all of the Bid Specifications. Altec Industries bid a continuous rotation aerial device and the bid specification called for a non-continuous rotation aerial device. Linco was a partial bid as it did not include the Ford F550 chassis.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** The FY 2013 Capital Lease Budget appropriated \$125,000 for the purchase of one (1) Ford F550 with 37 Foot Aerial Lift and Service Body in line 40110120-72130. The total cost to purchase the unit is \$97,495. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #117.

Respectfully submitted for Council consideration.



Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barb Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Bid Form  
Attachment 2. Photo

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

**BID FORM**

**One (1) 37 Foot Arial Lift with Service Body and Installation on to Bidder Supplied Ford F550 Chassis and Accessories for the City of Bloomington.**

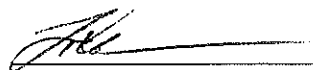
We, the undersigned, agree to furnish the City of Bloomington, Illinois One (1) 37 Foot Arial Lift with Service Body and Installation and all bid items on to a bidder supplied (1) Ford F550 with 84 inch cab to axle and dual rear wheel chassis at the below bid price, and to supply all services as required in the specifications and Instructions to Bidders. We further agree to deliver the Vehicle and or Equipment completely assembled and in operating condition to The CITY OF BLOOMINGTON, Bloomington, Illinois.

<b>Description</b>	<b>Net Amount</b>
One (1) 37 Foot Arial Lift with Service Body and Installation and Optional Equipment	\$ <u>97,495.00</u>
Make and Model Bid	<u>2013 Ford F550 Reg Cab 2wd (F5G)</u>

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

Delivery no later than 180 days from receipt of order.

Bob Ridings Inc  
Firm 931 Springfield Rd  
Taylorville IL 62568

  
Authorized Signature

City 217-824-2207

State 217-824-4252  
ZIP

Telephone Number

Fax Number

toddfleet@aol.com  
E-mail address

12-28-12  
Date

**Aerial Unit**

Versalift SST-37-EIH, insulated, telescopic/articulating, end hung aerial device.

FEATURES:

- Standard platform capacity of 300 LBS
- Platform mounted full pressure Unitrol single-stick control with safety trigger and emergency stop.
- Full pressure turret mounted lower controls including override.
- Engine start / stop from platform and lower controls.
- Continuous rotation
- Three gallon per minute, open center system with an operating pressure of 2250 pounds per square inch.
- Fiberglass inner boom and patented ELECTROGARD provide 42" insulation gap fully retracted, meeting ANSI A92.2-1990 requirements for Category C, 46KV and below.
- ELECTROGARD and inner boom finished with white urethane paint over white gel coat.
- Multi-link hose carrier system through booms is standard with the aerial unit.
- Non-lube bearings used at all pivot points is standard with the aerial unit.
- Integral hydraulic oil reservoir with dual sight gauges and 12 gallon capacity is standard with the aerial unit.
- Master / slave hydraulic leveling with upper control to tilt for cleanout or rescue.
- Molded rubber boom cradle for SST-37 is standard with the aerial unit.
- White urethane paint is standard with the aerial unit.
- Two operators manuals and two service manuals (in English) is standard with the aerial unit.
- Ansi A92.2-1990 data plate is standard with the aerial unit.
- Tubular rubber platform rest for horizontal stowing is standard with the aerial unit.

Standard right hand single stick control at the platform.

Standard (non-rotating) platform support.

Stow/unstow switch at the turret.

Closed 24" X 30" platform with one step to curbside.

Platform cover, nylon /vinyl 24" X 30"

Plastic liner for 24"x30" platform with molded step.

8x19x8 polyethylene tool tray.

Polyethylene tool tray 7x15x17.

Standard non-continuous rotation with mechanical rotation stop.

Standard platform capacity of 300 LBS

Manual two speed throttle control for 2005+ Ford F-350-450-550 with gas engine and belt driven

Quote Number: 122012-0

hydraulic pump.

Emergency 12v DC hydraulic system.

Standard start/stop.

Chassis insulating system (lower boom insert) providing 12" insulation gap in all positions.

Lift eye on outer boom with 500lb capacity.

Rubber, tube type platform support

Full body harness and lanyard (xtra large)

Aerial painted standard white

Front torsion bar for 2011 and up F-550 4x2 chassis with a reinforced frame.

Rear underframe torsion bar.

Manufacturer's recommended amount of hydraulic oil to provide power to the unit.

PTO and gear pump to power the aerial unit.

28 gallon slim line hydraulic tank mounted on a 6" riser with cover to protect on/off valve on suction port with 10 micron filter and sight glass gauge to be mounted at the front of the cargo area streetside.

### **Body**

Knapheide 6132D54J steel service body for installation on a 84" cab to axle chassis. Body painted white.

Curbside Compartmentation:

Compartment #1: Two adjustable shelves.

Compartment #2: Two adjustable shelves.

Compartment #3: Nine drawer unit.

Compartment #4: One adjustable shelf.

Streetside Compartmentation:

Compartment #1: Two adjustable shelves.

Compartment #2: Two adjustable shelves.

Compartment #3: Open

Compartment #4: One adjustable shelf.

Features:

-36" wide tailshelf with built in access steps on the curbside.

- Grab rail installed next to access steps.

-Four flush mounted D-rings install in curbside cargo wall, 6" down from top.

- Aluminum treadplate overlay on compartment tops.

Rear of utility body to have white reflective diagonal striping.

### **Inverter**

Dimensions TMC-12/1800N (1800 watt) 12 volt pure sine wave inverter.

Two Marine style - deep cycle batteries with plastic battery boxes installed in the front curbside corner of the load area.

Friday, December 28, 2012

Quote Number: 122012-0

Plastic battery box with lid

Two weatherproof 110 volt outlets. One installed on rear curbside body panel and one installed in chassis cab behind passenger seat.

110v outlet. Non-GFCI

### **Strobe Lights**

Two Ecco model 3965A Amber LED oval strobe lights flush mounted on rear of body, one each side.

Cut holes in back of body for strobe lights.

Two Ecco model 3810A amber surface mounted led strobe lights installed on the front grill of the chassis, one each side.

### **Towing Package**

Chassis frame reinforcement for hitch.

7 pin round trailer socket. (Plug will be wired to industry standard unless otherwise requested by customer)

ICC bumper with class V receiver hitch with 2" reducer sleeve installed under tailshelf.

### **Misc.**

Ecco model 505 87db alarm.

GPS system. Shipped loose customer to install.

Mudflaps installed per state and federal regulations.

Ziebart rust proofing, chassis undercoat, and spray in bed liner on cargo floor and walls.

Universal post adapter for hydraulic sign post driver.

3/8" x 10' orange non-conductive hose assembly. (two each)

Greenlee Hydraulic Sign Post Driver, model HPD-HV-U

Post driver stand mount in curbside rear compartment.

Beemis model PPF203X hydraulic post puller.

Quick Disconnect Fitting - Male - 1/2"

Quick Disconnect Fitting - Female 1/2"

### **Unit Certification**

Unit certification. Includes dielectric test, stability test and weigh prior to delivery.

Friday, December 28, 2012



VERSALIFT

F550

S11

BLOOMINGTON  
PUBLIC SERVICE

M14-2776



FOR COUNCIL: January 28, 2013

**SUBJECT:** Analysis of Bids for one (1) Ford F350 with Service Body and Front Mounted Valve Turner for Water Department's Water Transmission and Distribution Division

**RECOMMENDATION/MOTION:** That the purchase of one (1) Ford F350 with Service Body and Front Mounted Valve Turner for Water Department's Water Transmission and Distribution Division from Bob Ridings Inc., Taylorville IL, be approved, in the amount of \$70,695, and the Purchasing Agent be authorized to issue a Purchase Order for same.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.a. - In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services. This purchase will replace a truck that is at the end of its useful life and will end up costing more to maintain than replacing the vehicle. This provides value to the citizen and allows services to be delivered in a cost-effective manner.

**BACKGROUND:** Water Department has a 2003 Ford F450 with over 88,000 miles on it. This unit is used daily to exercise water valves and to run hydraulic tools. While the miles on this unit are not particularly high the engine hours are. The engine has to run while the vehicle is parked to pump water out of holes while water distribution pipes are being repaired and to run pipe cutters and tapping equipment. This unit has been having engine and electrical problems. On December 18, 2012 a bid was let out for the purchase of a Ford F350 with Service Body and Front Mounted Valve Turner for the Water Transmission and Distribution Division. On January 4, 2013 the bids were opened and the results are as follows:

<b>Bidder's Name</b>	<b>Make &amp; Model Bid</b>	<b>Net Amount</b>
Bob Ridings Inc.	Ford F350& all Bid Equipment	\$70,695.00
Linco Percision LLC	Warner Service Body& Wachs Valve Exercisor	\$34,393.00
Leman Chevy City	N/A	No Bid

Bob Ridings meet all of the Bid Specifications. Linco was a partial bid as it did not include the Ford F350 chassis.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** The FY 2013 Water Transmission and Distribution Division Budget appropriated \$79,700 for the purchase of one (1) Ford F350 with Service Body and Front Mounted Valve Turner in line 50100120-72130. The total cost to purchase the unit is \$70,695. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #307.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barb Adkins, Deputy City Manager



Reviewed by: Craig M. Cummings, Director of Water

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Bid Forms  
Attachment 2. Photo

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Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



Installation drawings of the above equipment shall be approved by the Superintendent of Vehicle Maintenance before construction and installation.

### MISCELLANEOUS

1. The successful bidder shall maintain and operate a full factory supported sales, parts and service facility within a 70 mile radius of Bloomington, IL.

### TRAINING

The successful bidder will be responsible for the following items:

1. Shall provide operational and safety training to the operators of this machine until the operators are comfortable with their operation and understanding of this machine.
2. Shall provide two tapes which will address the safety and the operation of the bid machine at the time of delivery.
3. Shall provide 3 copies of the Operators Manual at the time of delivery.
4. Shall make themselves available anytime during the ownership of this machine by the City to train new operators. The expected ownership time shall be eight to ten years.
5. All training at delivery shall be completed within ten working days from the acceptance of the machine.
6. Shall provide the City with training information for the City's fleet maintenance staff for formal factory training classes on the bid machine and shall work with the City to enroll staff personnel into the classes. This training shall be ongoing during the ownership of the machine

### Delivery:

Delivery of the completely assembled unit shall be FOB:

City of Bloomington Fleet Maintenance Facility  
336 S. Main Street  
Bloomington, IL 61701

Bidder shall contact the Superintendent of Fleet Maintenance (Rob Kronos 309-434-2340) at least (48) hours prior to delivery.

The City of Bloomington reserves the right to reject any or all bids, to waive informalities and to accept the bid proposals deemed most advantageous to the City of Bloomington

Please accept this note to help outline our bid. Note delivery is estimated in 120+ days after your order, meets all specs except if noted,

#### **WE PROPOSE 2013 Ford F350 Regular Cab 2wd (F3E) Single Rear Wheels**

Meets or exceeds your specs EXCEPT if noted

Includes: All XL Standard Equipment, Pkg 630A	141" Wheelbase, 60" Cab/Axle
(99T) 6.7 Litre Diesel V8 w/6spd Automatic	4 Wheel Anti Lock Brakes
157 Amp Alternator/Dual 750 CCA Batteries	Front Tow Hooks
Air Conditioning	Tilt Wheel
	AM/FM Stereo
	Trailer Mirrors
(TBK) LT245/75R17E All Season Tires w/NO Spare Tire	
ADD (41H) Engine Block Heater	(62R) PTO Provision
(X3E) 3.73 Limited Slip Axle (4.88 AXLE NOT AVAILABLE)	
TIRE PRESSURE MONITOR MAY NOT BE INCLUDED	
9800 GVWR	(67H) HD Service Suspension
(942) Daytime Running Lights	(525) Cruise Control
(52B) Factory Trailer Brake	(18B) Factory Black Running Boards
(66S) Factory Upfitter Switch Panel	ONE SET Factory Service Manuals
Rustproof & Undercoat	Delivery to your Location
(Z1) White Ext, (AS) Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering	
ADD KOENIG EQUIPMENT (see list attached)	



www.koenigbody.com

TRUCK EQUIPMENT FOR ALL YOUR NEEDS

2428 FARMINGTON ROAD  
 PEORIA, ILLINOIS 61604  
 PHONE: 309-673-7435  
 FAX: 309-673-6836

ORDER   
 QUOTATION   
 ESTIMATE

FOR BID # 2013-4

TO: CITY OF BLOOMINGTON  
 ADDRESS P.O. BOX 3157  
 CITY BLOOMINGTON, IL. 61702

DATE 12/29/12  
 PHONE \_\_\_\_\_  
 FAX \_\_\_\_\_

TERMS: SRW DIESEL 4 X 2 TRUCK WHEELBASE WHITE COLOR 60" CAB TO AXLE AUTO. TRANSMISSION

QUANTITY	DESCRIPTION	LIST	NET PRICE
1	KNAPHEIDE MODEL #610BJ SERVICE BODY		
	- CONSTRUCTED TO SPECS		
	- SHELVES & DRAWERS TO SPECS		
	- COMPARTMENT LIGHTS w/ CAB SWITCH		
	- RECESSED BUMPER w/ 2" RECEIVER HITCH, ADAPTOR & 2" BALL, 7 PIN RECEPTACLE		
	- ZINC PHOSPHATE WASHED, RINSED, EPOXY PRIMER, WHITE TO MATCH CAB		
	- L.E.D. S-T-T LAMPS & BACK-UP LAMPS		
	- ECCO # 3905A FRONT/AFT STROBES w/ CAB SWITCH		
	- RED & SILVER REAR REFLECTIVE TAPE (F.M.V.S.S.)		
	- BACK-UP ALARM		
	- BED LINER FLOOR, SIDE WALLS, GATE		
	- UNDERCOATED BODY BOTTOM		
	- PTO POWERED HYD. SYSTEM (12-V) WITH IN LINE RY, DASH SWITCH, SLIM LINE BULKHEAD MOUNT OIL TANK, 10 MICRON FILTER, 1" QUARTER TURN BALL VALVE, SIGHT GAUGE, P11 SERIES CHELSEA PUMP, THERMALLY CONTROLLED HYD. OIL COOLER		
	SALESMAN SIGNED _____	CUSTOMER SIGNED _____	

# KOENIG BODY AND EQUIPMENT, INC.

www.koenigbody.com

TRUCK EQUIPMENT FOR ALL YOUR NEEDS

2428 FARMINGTON ROAD  
PEORIA, ILLINOIS 61604  
PHONE: 309-673-7435  
FAX: 309-673-6836

ORDER   
 QUOTATION   
 ESTIMATE

FOR BID # 2013-4

TO: CITY OF BLOOMINGTON  
 ADDRESS \_\_\_\_\_  
 CITY \_\_\_\_\_

DATE 12/29/12  
 PHONE \_\_\_\_\_  
 FAX \_\_\_\_\_

TERMS:

TRUCK \_\_\_\_\_ WHEELBASE \_\_\_\_\_ COLOR \_\_\_\_\_ CAB TO AXLE \_\_\_\_\_ TRANSMISSION \_\_\_\_\_

QUANTITY	DESCRIPTION	LIST	NET PRICE
1	E.H. WACHS MODEL # ERY-750 AUTO. VALVE TURNER TO SPECS. - FRONT MOUNT FRAME EXTENTION W/O.E.M. REMOUNTED BUMPER - #11-408-00 TELESCOPIC VALVE KEY - #11-408-10 TEE HANDLE - #79-410-00 CONTROL W/DATA LOGGER - #79-411-00 GPS #79-412-00/79-413-00 SUBMETER GPS - PAINTED WHITE - #09-025-00, #09-026-00, #09-027-00, #09-028-00 QUICK DISCONNECTS & DUST CAPS.		

F.O.B. PEORIA, IL.

THANK YOU!

SALESMAN SIGNED RICH KINNAMAN

CUSTOMER SIGNED \_\_\_\_\_



6



BLOOMINGTON  
WATER



FOR COUNCIL: January 28, 2013

**SUBJECT:** Request to Approve Lease of one (1) Mitsubishi I-MIEV for Public Works Department's Engineering Division

**RECOMMENDATION/MOTION:** That the lease for one (1) Mitsubishi I-MIEV for Public Works Department's Engineering Division from O'Brien Mitsubishi, Normal IL, for a two (2) year period be approved, in the amount of \$1,663.20, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 5 – Great Place – Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5.c. – The City is continuing to evaluate alternate fuels for the City fleet to promote both sustainability concepts and provide for cost efficient services. By approving this lease program, staff will be able to evaluate an electric vehicle for daily inspection work performed by staff.

**BACKGROUND:** The Engineering Division has a 2005 Mitsubishi Endeavor that has over 95,000 miles on it. This unit is used daily for the inspection of public infrastructure improvements to streets, sewers, traffic, sidewalks, and storm drainage systems. The Mitsubishi I-MIEV is an all-electric vehicle. With daily use, the Mitsubishi Endeavor averaged 60 gallons per month fuel usage. At the current price for no lead the fuel cost per month is \$174.00. The lease cost for the Mitsubishi I-MIEV is \$69.30 per month.

The City will be partnering with the Town of Normal with this two year lease. This will enable the City to do a good evaluation of electric vehicles in the daily operation of the City without a large out lay of capital and no long term obligation. Although paragraph 1 of the lease states that \$5,000.00 is due at the time of lease signing or delivery, paragraph 6 clarifies that the amount will be received in the form of "rebates and non-cash credits". A reading of the entire lease clarifies that the entire amount the City will pay is \$1,663.20 over the space of 24 months.

In Fiscal Year 2012, the City installed two vehicle charging stations. One of the charging stations is at the Lincoln Parking Garage and the other is in the parking lot east of the Government Center. With the Engineers and Engineering Technicians located in the Government center, this is an ideal situation to test an electric vehicle.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Town of Normal

**FINANCIAL IMPACT:** The FY 2013 Budget appropriated \$4,010.92 in the Engineering Division of the Public Works Department Budget line item 10016120-73401 (Principal Lease Payments). The total cost to lease the Mitsubishi I-MIEV is \$1,656.00 for two years. The old unit will be sold on an online public auction and is expected to be worth \$4,500.00. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #285.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director Public Works

Reviewed by: Barb Adkins, Deputy City Manager

Financial & Budgetary review by: Timothy L Ervin, Budget Officer

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Lease Renewal

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

Lessee (and Co-Lessee) ("You")		Lessor
Name and address, including county CITY OF BLOOMINGTON 109 E OLIVE BLOOMINGTON IL 61701 MCLEAN	Garaging address (if different) N/A  Principal driver (if business use) N/A	O'BRIEN MITSUBISHI-NORMAL 1601 FT. JESSE RD. NORMAL IL 61761

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back.

"We," "us," and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

- If this box is checked, Lessor will assign this lease and sell the vehicle to \_\_\_\_\_ (Assignee).
- If this box is checked, Lessor intends not to assign this lease.

**Monthly Payment Lease.** If your payment schedule shows monthly scheduled payments (Section 2(a)), your lease is a monthly payment lease.

**Single Payment Lease.** If your payment schedule shows a single scheduled payment (Section 2(b)), your lease is a single payment lease.

### The Vehicle You Are Leasing

New/Used	Year	Make & Model	Body Style	Vehicle ID #	Mileage	Primary Use: Personal, unless otherwise indicated below
NEW	2012	MITSUBISHI I-MIEV	I-MIEV	JA3215H11CU015098	1	<input type="checkbox"/> Commercial, Business, or Agricultural
Dealer Installed Options N/A					GVW (if truck) N/A	<input type="checkbox"/> Public Conveyance

### Federal Consumer Leasing Act Disclosures

1. Amount Due at Lease Signing or Delivery (Itemized Below)*  \$ 5000.00	2(a). Monthly Scheduled Payments Your first monthly payment of \$ 69.30 is due on 01/15/2013, followed by 23 payments of \$ 69.30 due on the 15th of each month. The total of your monthly payments is \$ 1663.20.	3. Other Charges (not part of your scheduled payment)  Disposition fee (if you do not purchase the vehicle and we do not waive the fee under Section 13) \$ N/A N/A \$ N/A  Total \$ N/A	4. Total of Payments (The amount you will have paid by the end of the lease.)  \$ 6518.90
	2(b). Single Scheduled Payment Your single payment of \$ N/A is due on N/A. This is the total of your scheduled payments.		

### \* Itemization of Amount Due at Lease Signing or Delivery

5. Amount Due at Lease Signing or Delivery:		6. How the Amount Due at Lease Signing or Delivery will be paid:	
a. Capitalized cost reduction	\$ 4855.70	a. Net trade-in allowance	\$ N/A
b. First monthly payment	\$ 69.30	b. Rebates and noncash credits	\$ 5000.00
c. Single scheduled payment	\$ N/A	c. Amount to be paid in cash	\$ N/A
d. Refundable security deposit	\$ 75.00		
e. Title fees	\$ N/A		
f. Registration fees	\$ N/A		
g. Sales/use tax	\$ N/A		
h. N/A	\$ N/A		
i. N/A	\$ N/A		
j. N/A	\$ N/A		
k. Total	\$ 5000.00	d. Total	\$ 5000.00

### 7. Your scheduled payment is determined as shown below:

a. Gross capitalized cost. The agreed upon value of the vehicle (\$ 27950.00) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ 28909.30
b. Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost	\$ 4855.70
c. Adjusted capitalized cost. The amount used in calculating your base scheduled payment	\$ 24053.60
d. Residual value. The value of the vehicle at the end of the lease used in calculating your base scheduled payment	\$ 22593.75
e. Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term	\$ 1459.85

g. Total of base scheduled payment(s). The depreciation and any amortized amounts plus the rent charge	= \$	1663.20
h. Lease payments. The number of payments in your lease	+	24
i. Base scheduled payment	= \$	69.30
j. Sales/use tax (estimated)	+	N/A
k. N/A	+	N/A
l. Total scheduled payment	= \$	69.30

**Early Termination.** You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

- 8. Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 12000 miles per year at the rate of \$ 0.20 per mile.
- 9. Purchase Option at End of Lease Term. You have an option to buy the vehicle at the end of the lease term for \$ 25093.75, plus official fees and taxes.
- 10. Other Important Terms. See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

11. Itemization of Gross Capitalized Cost.

a. Agreed upon value of the vehicle	\$	27950.00
b. Ally administrative fee	+	795.00
c. License/registration/title fees	+	N/A
d. Sales tax	+	N/A
e. Other tax (describe) <u>N/A</u>	+	N/A
f. Optional service contract	+	N/A
g. Optional maintenance contract	+	N/A
h. Optional life insurance	+	N/A
i. Optional disability insurance	+	N/A
j. <u>DOC FEE</u>	+	164.30
k. <u>N/A</u>	+	N/A
<b>l. Gross Capitalized Cost</b>	<b>= \$</b>	<b>28909.30</b>

15. Total Allowed Mileage. The total mileage allowed on the odometer at lease end is 24001 miles.

Extra Miles. The total allowed mileage includes N/A extra miles that you are buying at \$ N/A per mile. If this lease ends on or after the start of the next-to-last monthly period, we will give you a credit for each unused extra mile you bought. There will be no credit if the lease ends earlier, you buy the vehicle, or the vehicle is a total loss.

16. Required Vehicle Insurance Information. You affirm that liability and physical damage policies that meet our requirements (see the other side) are in force on the date of this lease as follows:

Insurance company name: \_\_\_\_\_  
Insurance agency name: \_\_\_\_\_  
Agency address: \_\_\_\_\_  
Agency phone no.: \_\_\_\_\_  
Agent's name: \_\_\_\_\_  
Policy no.: \_\_\_\_\_  
Deductibles: Collision \$ 0.00 Comprehensive \$ 0.00

**NO PHYSICAL DAMAGE OR LIABILITY INSURANCE COVERAGE FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS IS INCLUDED IN THIS LEASE.**

17. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of the standard manufacturer's warranty unless this box is checked.

If this box is checked, you have the benefit of the following warranty: N/A

Warranty papers that are separate from this lease state any coverage limits. The law gives you a warranty that the vehicle conforms to the description in this lease. **THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE.**

Unless Lessor makes a written warranty or enters into a service contract within 90 days from the date of this lease, LESSOR MAKES NO IMPLIED WARRANTY OF MERCHANTABILITY, AND THERE IS NO IMPLIED WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE. If Lessor makes a written warranty or enters into a service contract within 90 days from the date of this lease, then any implied warranty of merchantability and any warranty that the vehicle is fit for a particular purpose are limited in duration to the longer of the term of the written warranty or the term of the service contract.

12. Official Fees and Taxes. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease, payments due under the lease, or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

Estimated Total Official Fees and Taxes You Must Pay During Lease. \$ N/A

The actual total of official fees and taxes may be higher or lower depending on tax rates in effect or the vehicle value when a fee or tax is assessed.

13. Disposition Fee Waiver. We will waive any Disposition Fee shown in Section 3 if, at the time this lease ends, you enter into a motor vehicle lease or installment sale contract that the dealer assigns to Ally.

14. Lease Term: 24 months.

18. Optional Insurance, Service Contracts, and Maintenance Agreements. We do not require any of the insurance, products, or services listed in this section. Your decision to buy them or not buy them is not a factor in our decision to approve this lease. We will try to get any optional insurance coverage(s) that you initial below. A notice you receive when you sign this lease describes the coverage(s) in greater detail. Life insurance and disability insurance may not cover taxes and other amounts due besides the base monthly payment.

Optional Insurance	Coverage	Charge or Premium	Provider	By initialing below, you indicate you want the insurance
Life Insurance (Monthly				

Payment Lease Only	Coverage is for lease term Coverage limit \$ <u>N/A</u>	\$ <u>N/A</u>	<u>N/A</u>	<u>N/A</u>	
Disability Insurance (Monthly Payment Lease Only)	Lessee Coverage is for lease term Monthly Coverage limit \$ <u>N/A</u>	\$ <u>N/A</u>	<u>N/A</u>	<u>N/A</u>	Lessee/Co-Lessee initials _____/_____ _____/_____
<u>N/A</u>	<u>N/A</u> Months <u>N/A</u> Miles Coverage limit \$ <u>N/A</u>	\$ <u>N/A</u>	<u>N/A</u>	<u>N/A</u>	Lessee/Co-Lessee initials _____/_____ _____/_____

Other Optional Product or Service	Term
<u>N/A</u>	<u>N/A</u> Months, <u>N/A</u> Miles
<u>N/A</u>	<u>N/A</u> Months, <u>N/A</u> Miles

**Signatures**

**THIS IS THE ENTIRE AGREEMENT.** This lease, including the front and back of this form, contains the entire agreement between you and us relating to the lease of the vehicle. Any change to this lease must be in writing, and we must sign it. No oral changes are binding.  
 LESSEE:  BY:  CO-LESSEE:  N/A

We may delay or refrain from enforcing any of our rights under this lease without losing them.  
 YOU AGREE TO THE TERMS OF THIS LEASE. YOU CONFIRM THAT BEFORE YOU SIGNED THIS LEASE, WE GAVE IT TO YOU, AND YOU WERE FREE TO TAKE IT AND REVIEW IT.

**NOTICE TO THE LESSEE:** This is a lease. You have no ownership rights in the vehicle unless and until you exercise your option to purchase the vehicle, if this lease contains a purchase option. Do not sign this lease before you read it. Early termination may require you to pay a substantial amount. You are entitled to a completed copy of this lease when you sign it.

YOU CONFIRM THAT YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT NORMAL IL ON 01 15 2013  
 (city) (state) (month) (day) (year)

LESSEE:  BY:  CO-LESSEE:  N/A

Lessor agrees to the following: (1) Lessor accepts this lease. (2) If a party is identified in this lease as the intended assignee ("Intended Assignee"), Lessor (i) assigns all right, title, and interest in this lease to the Intended Assignee, under the terms of the Lease Plan Dealer Agreement in effect from time to time with the assignee (the "Dealer Agreement"), and (ii) assigns all right, title, and interest in the leased vehicle to the Intended Assignee, or its designee, under the terms of the Dealer Agreement. Lessor acknowledges that neither the Dealer Agreement nor this assignment renders Lessor an agent of the assignee.

LESSOR: O'BRIEN MITSUBISHI BY:  NORMAL TITLE: \_\_\_\_\_ DATE: 01/15/2013

**SEE OTHER SIDE FOR OTHER IMPORTANT AGREEMENTS INCLUDING A PROHIBITION OF TRANSFER OF YOUR INTEREST**

**Authorization For Automatic Electronic Payments - Optional - Monthly Payment Lease Only**

You have the option to ask that your monthly payments be transferred to us automatically and electronically from your checking or savings account when each monthly payment is due. We do not charge for this optional service. If you elect this optional service, we will send you a confirmation letter that will tell you the due date of the first payment that will be withdrawn. If a due date falls on a weekend or holiday, funds will be withdrawn on the next business day. If the amount to be transferred will vary from the previous transfer, we will reflect the amount to be transferred on your statement.

To elect this optional service, please complete the authorization below.

Authorization

Name of your financial institution ("Bank"): N/A

ABA routing number: N/A

Bank account number: N/A

Checking account  Savings account - Please contact your financial institution for assistance

Name(s) on account: N/A

You authorize and request us (lessor, any assignee, and any servicer) to initiate electronic debit entries or use any other commercially reasonable accepted practice to charge your Bank account identified above. You authorize and request Bank to honor debit entries we initiate and debit these charges to your account. This authorization relates to your monthly lease payment. This authorization will remain in effect until all amounts related to the lease are paid in full, or until you cancel this authorization. To cancel, you must call us at 1-888-925-2559 at least three business days before the next payment due date. This is the only way you may cancel this authorization.

Lessee:  \_\_\_\_\_

Anyone else whose signature is required to withdraw funds from the Bank account:  \_\_\_\_\_

AF-671-IL 8/11

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Lease Agreement 10

Ally Financial - Original      Customer - Blue      Dealer - Yellow      Filing - Green

FOR COUNCIL: January 28, 2013

**SUBJECT:** Government Center Operation and Maintenance Expenses in the amount of \$383,635 for Calendar Year (CY) 2013

**RECOMMENDATION/MOTION:** That Attachment No. Eleven to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.d. - Several City departments and numerous employees are located in the Government Center. The Government Center is a vital facility for the City and the public. By working with the County and sharing operation and maintenance expenses for the Government Center, the City is able to continue to provide quality basic services.

**BACKGROUND:** The City and McLean County jointly lease the Government Center facility from the Public Building Commission (PBC). According to the terms of the lease, the County and City must each make an annual payment to the PBC to cover operation and maintenance expenses for that year. The amount of payment is determined each year based upon the previous year's experience and anticipated additional expenses. The City's share for calendar year 2013 has been determined to be \$383,635.

The lease requires the parties to execute an attachment to the lease every year to indicate the operation and maintenance expenses due for that year. Staff respectfully recommends approval of the attachment and authorization for payment.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not applicable.

**FINANCIAL IMPACT:** The \$383,635 operation and maintenance expense will be paid from the FY 2014 budget and is budgeted in the Government Center department under account 10015485-70510.

Respectfully submitted for Council consideration.

Prepared by: Rosalee Dodson, Assistant Corporation Counsel

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Rosalee Dodson, Assistant Corporation Counsel



Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. No. Eleven to Amendment to Lease and Operation and Maintenance Agreement for the City/County Office Building.

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



FOR COUNCIL: January 28, 2013

**SUBJECT:** Agreement with the City, Town of Normal, McLean County, Bloomington-Normal Water Reclamation District and Ecology Action Center pertaining to Storm Water Education Services

**RECOMMENDATION/MOTION:** That the proposed three (3) year agreement authorizing the Ecology Action Center to provide Storm Water Education and Public Participation Programs be approved, on a time and materials basis for a total annual fee not to exceed \$10,570, and that the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 5 - Great Place to Live—Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:** Objective 5.c. - Providing storm water education is required by the City's NPDES Permit (<http://www.cityblm.org/index.aspx?page=120>) to discharge storm water to receiving bodies of water. This contract with the Ecology Action Center to provide educational programs is a fulfillment of that IEPA requirement, and helps ensure that our creeks and streams are cleaner and safer for the citizens of Bloomington-Normal.

**BACKGROUND:** The Storm Water Education Program enables City of Bloomington, Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District to meet public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Management Plans. The EAC provides an education and outreach program on storm water runoff pollution on behalf of the program partners to meet this federal mandate. The EAC has been providing this service for six (6) years for the City.

Storm water runoff pollution is a type of nonpoint source pollution, the leading type of water pollution in the nation. Raising awareness and assisting residents in simple practices in runoff pollution reduction can help improve our water quality locally.

The EAC conducts storm water outreach through multiple activities:

- Clean Water school programs to all third grade classes in Bloomington and Normal, in addition to Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School.
- Storm Drain Stenciling throughout Bloomington, Normal, and appropriate areas of smaller McLean County municipalities. Storm Drain Stenciling involves painting clean water messages next to storm water inlets on public streets while also providing handouts door-to-door identifying the issue of storm water pollution and how residents can help reduce it.
- Rain Barrel workshops to help residents reduce storm water pollution.
- Promotion of rain gardens, which also reduce storm water pollution, through demonstration rain gardens in public areas.
- Interpretive signage in public places near bodies of water.
- Promotion of lawn care practices which reduce storm water pollutants through the Yard Smart program.

- Development of the “mCLEANwater” watersheds website to act as a resource on watershed issues for the McLean County community ([www.mCLEANwater.org](http://www.mCLEANwater.org)).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Ecology Action Center

**FINANCIAL IMPACT:** The FY 2013 Storm Water Budget appropriated \$11,000 for the the Ecology Action Center to provide Storm Water Education and Public Participation Programs in line item 53103100-70690 (Other Purchased Services). Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, and Other Fund Budget Document on Page #367. When budgeted in the City’s old accounting system the line item account was 70990 (Other Purchased Services).

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Barb Adkins, Deputy City Manager

Reviewed by: Craig Cummings, Director of Water

Financial & Budgetary review by: Tim Ervin, Budget Officer

Legal review by: Todd Greenburg, Corporate Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Agreement  
Attachment 2. Program Budget  
Attachment 3. EAC McLean County Solid Waste & Storm Water Education Program  
Attachment 4. EAC 2012 Storm Water Annual Report

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

## **AGREEMENT FOR STORM WATER EDUCATION PROGRAM SERVICES**

This agreement is entered into this 1<sup>st</sup> day of February, 2013, between the City of Bloomington, the Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District (hereinafter referred to as “City”, “Town”, “County”, and “BNWRD”) and the Ecology Action Center, an Illinois not-for-profit corporation (hereinafter referred to as the “Center”).

### **A. Purpose of This Agreement**

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

### **B. Period of Agreement**

The period of this agreement is (3) years commencing on February 1, 2013 and ending on January 31, 2016. Either party may terminate this agreement for any reason with a minimum of sixty (60) days written notice to the other party.

### **C. Services**

#### **1. City, Town, County, and BNWRD**

The City, Town, County, and BNWRD shall:

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

#### **2. Center**

The Center shall:

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



\_\_\_\_\_  
McLean County Date

\_\_\_\_\_  
Bloomington-Normal Water Reclamation District Date

\_\_\_\_\_  
EAC Board President Date



## **APPENDIX A**

The Center shall:

1. Provide the following storm water education services to the City, Town, County, and BNWRD:
  - a. Ongoing program evaluation
  - b. Perform Clean Water education programs in Bloomington-Normal schools and Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School
  - c. Provide informational displays at local events (Earth Day, Sugar Creek Arts Festival, Illinois Sustainable Living and Wellness Expo, etc.)
  - d. Conduct the Yard Smart program to promote reduction in use of synthetic fertilizers
  - e. Encourage reduction of stormwater runoff through coordination of rain barrel workshops and rain garden workshops
  - f. Promote and coordinate public involvement in watershed activities such as stream clean up events, storm drain stenciling and promote related programs such as RiverWatch stream monitoring
  - g. Expand clean water educational efforts in rural areas including the Lake Bloomington community, Towanda and Hudson to encourage proper septic system maintenance, stream buffers, and awareness of storm water issues
  - h. Conduct multimedia stormwater educational campaign
  - i. Maintain McLean County Watersheds Forum website as resource for information on local water issues, watershed plans, with online forums of topics related to clean water
  
2. Provide for the administration of the program to include:
  - a. Submission of quarterly progress reports to the City, Town, County, and BNWRD on the activities conducted in compliance with this agreement;
  - b. Combining of relevant programs as appropriate in order to avoid duplication and reduce costs and time;
  - c. Submission of required reports and updates to the Illinois Environmental Protection Agency (IEPA);
  - d. Invoices for services performed in accordance with item “D” of this agreement.

## Exhibit 1

### Contractor Certification

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

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

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

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

Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

## Program Budget

ITEM	cost	quantity	subtotal
<b>Clean Water School program</b>			<b>\$ 5,400.00</b>
Staff time in classroom	\$ 60.00	60	\$ 3,600.00
administration			\$ 300.00
Travel to schools			\$ 300.00
Program supplies			\$ 300.00
Printing			\$ 200.00
Cups for sending message home			\$ 700.00
<b>Yard Smart Program</b>			<b>\$ 3,850.00</b>
Rain Barrel Workshops	\$ 150.00	9	\$ 1,350.00
Yard Walk			\$ 400.00
Administration			\$ 600.00
Promotion			\$ 500.00
Printing			\$ 400.00
Supplies			\$ 600.00
<b>Lake Smart Program and rural education efforts</b>			<b>\$ 4,000.00</b>
staff time			\$ 1,600.00
printing			\$ 400.00
postage			\$ 500.00
signage for rural stormwater			\$ 500.00
Demonstration Rain Garden			\$ 1,000.00
<b>Community involvement: Volunteer Stream Clean-up, Storm Stenciling Program, etc.</b>			<b>\$ 4,390.00</b>
Staff time for organization of groups			\$ 2,300.00
Travel			\$ 225.00
Stencils			\$ 800.00
Supplies for stenciling			\$ 465.00
Volunteer supplies (trash bags, rewards, drinks, etc)			\$ 600.00
<b>Presentations to community groups, displays at public events</b>	\$ 150.00	15	<b>\$ 2,250.00</b>
<b>Multimedia campaign, newsletters, displays</b>			<b>\$ 3,500.00</b>
<b>McLean County Watershed Forum website</b>			<b>\$ 2,000.00</b>
<b>TOTAL</b>			<b>\$ 25,390.00</b>

# Ecology Action Center McLean County Solid Waste Program & Storm Water Education Program



## Ecology Action Center

The Ecology Action Center (EAC) is a non-profit organization which serves as a central resource for environmental education outreach for McLean County. Part of the EAC's funding comes from private donations or grants, but the majority comes from contracts with local municipal agencies. State and Federal laws require municipalities to supply education and planning in the areas of solid waste and water pollution, and the EAC is able to provide these services through the McLean County Solid Waste Program and the Storm Water Education Program contracts.

The EAC began in 1971 with a one-time, one-day recycling drive sponsored by a small group of local residents who wanted to demonstrate the demand for recycling services in our community and the feasibility of providing them. The event was so successful that residents insisted that the effort continue which ultimately became Operation Recycle. It provided recycling services for area residents for more than two decades, until the 1990's when local municipalities took on that role. At that point Operation Recycle turned its full attention to environmental education and eventually became the Ecology Action Center.



The Ecology Action Center in Uptown Normal

## McLean County Solid Waste Program

This program allows the City of Bloomington, Town of Normal, and McLean County to meet the requirements of the Illinois Solid Waste Management Planning and Recycling Act. This requires Illinois counties to administer a solid waste management plan to reduce waste and set goals to increase recycling rates. The EAC provides services to meet these requirements as the solid waste agency for the community, facilitating inter-governmental planning and providing waste reduction and recycling education and outreach.

Recycling and reducing waste are important in many ways:

- Save money on the local level by reducing landfill costs (recycling is cheaper than landfilling)
- Reduce the need for valuable acreage to be used for landfills
- Conservation of natural resources
- Avoid energy usage and associated pollution caused by increased raw material extraction, transportation, and processing
- Protection of groundwater by reduction or proper recycling of household hazardous wastes including consumer electronics

As part of this program, the EAC provides services including education and outreach, nontraditional recycling program administration, and solid waste management planning. It provides these services through a wide variety of activities to include:

- Provides for state-mandated “Community Solid Waste Coordinator”
- Coordination of solid waste planning efforts.
- Facilitation of the McLean County Solid Waste Technical Committee.
- Annual process to determine community-wide waste generation rate and recycling rate to allow for measuring success in reaching recycling rate goal.
- “Earth Schools” recycling and solid waste education programs in all fourth grade classrooms county-wide.
- After school programs at area community centers with solid waste and recycling activities for children.
- Junior High and High School recycling education presentations
- Summer Library Reading Programs on solid waste topics.
- Promotion of local recycling programs through information booths at community events, flyers, newsletters, email newsletters, and social media.
- Presentations to community groups encouraging more recycling, less waste generation, and proper disposal of Household Hazardous Waste
- Drop-in or call-in information center at the Ecology Action Center to answer inquiries on recycling, composting, waste reduction, household hazardous waste, and more.
- Composting and Vermicomposting hands-on workshops intended to provide participants with all of the supplies and knowledge needed to begin composting.
- Special events such as annual America Recycles Day activities designed to increase awareness of recycling programs and opportunities;
- Coordination of nontraditional recycling programs for the community – household battery, CFL recycling, and plastic garden pot recycling.
- Promotion of less hazardous consumer products as alternatives to those designated as Household Hazardous Waste and require special disposal
- Coordination of Household Hazardous Waste Collection events when funding is available.
- Promotion of waste reduction through reuse through programs such as McLean County Freecycle and related Freecycle Free-For-All events.
- Coordination of recycling grants program for area schools and small municipalities utilizing funding from the McLean County Solid Waste Fund.
- Annual waste audits to determine trends in waste generation.

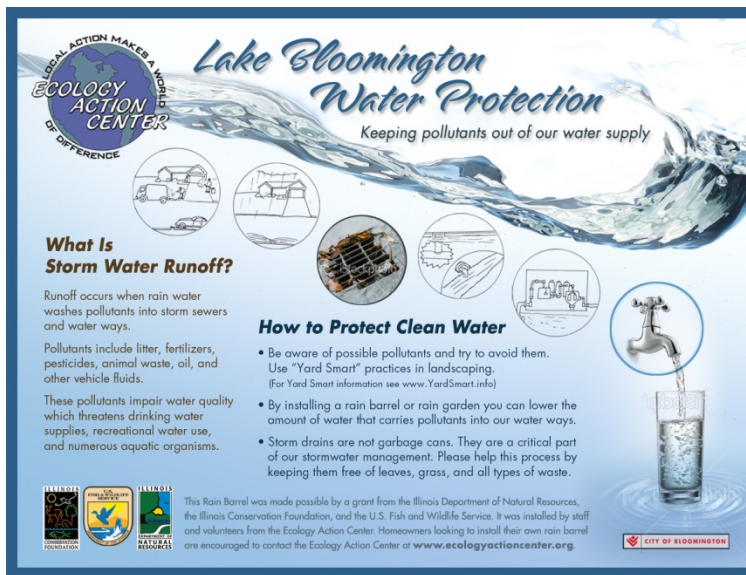
The current three year contract, began on January 1, 2011 and ends on December 31, 2013. The EAC provides quarterly activity reports and an annual summary to each of the program partners.

The Solid Waste Program is currently funded by the McLean County Solid Waste Fund, which receives its revenue from landfill tipping fees. The County makes monthly payments to the EAC of approximately \$8,000 with an annual cost of living increase per the CPI. With the McLean County Landfill anticipating closure around 2016, the McLean County Solid Waste Fund will likely no longer suffice for funding of the Solid Waste Program. Alternative funding arrangements will be required to allow for continuation of efforts to meet state requirements.



## Storm Water Education Program

This program enables City of Bloomington, Town of Normal, McLean County, and the Bloomington-Normal Water Reclamation District to meet public education and outreach requirements of their National Pollution Discharge Elimination System (NPDES) Phase II Storm Water Management Plans. The EAC provides an education and outreach program on storm water runoff pollution on behalf of the program partners to meet this federal mandate.



Storm water runoff pollution is a type of nonpoint source pollution, the leading type of water pollution in the nation. Raising awareness and assisting residents in simple practices in runoff pollution reduction can help improve our water quality locally.

The EAC conducts storm water outreach through multiple activities:

- Clean Water school programs to all third grade classes in Bloomington and Normal, in addition to Tri-Valley Elementary School, Hudson Elementary School, and Towanda Elementary School.
- Storm Drain Stenciling throughout Bloomington, Normal, and appropriate areas of smaller McLean County municipalities. Storm Drain Stenciling involves painting clean water messages next to storm water inlets on public streets while also providing handouts door-to-door identifying the issue of storm water pollution and how residents can help reduce it.
- Rain Barrel workshops to help residents reduce storm water pollution.
- Promotion of rain gardens, which also reduce storm water pollution, through demonstration rain gardens in public areas.
- Interpretive signage in public places near bodies of water.
- Promotion of lawn care practices which reduce storm water pollutants through the Yard Smart program.
- Development of the "mCLEANwater" watersheds website to act as a resource on watershed issues for the McLean County community. [www.mCLEANwater.org](http://www.mCLEANwater.org)

This service contract is currently in the process of being renewed. The new three year contract, once approved by all of the program partners, commences on February 1, 2013 and ends on January 31, 2016.

The municipal partners fund the program through annual payments to the EAC with an annual increase per the CPI. The 2013 contract provides for \$10,570 from Bloomington and Normal and \$2,125 from McLean County and BNWRD. The EAC provides quarterly activity reports and an annual summary to each of the program partners.

**Ecology Action Center**  
**Stormwater Education and Public Participation Program for Bloomington-Normal and**  
**McLean County**

**2012 Annual Report: January 1-December 31, 2012**

The Ecology Action Center has completed the following tasks as part of the Stormwater Education and Public Participation program:

**Education Programs**

- Clean Water Programs for 3<sup>rd</sup> grade classes at Benjamin, Bent, Calvary Christian, Cedar Ridge, Colene Hoose, Cornerstone Christian, Epiphany, Fairview, Fox Creek, Glenn, Grove, Holy Trinity, Hudson, Metcalf, Northpoint, Oakland, Parkside, Pepper Ridge, St. Mary's, Sheridan, Trinity Lutheran, Washington (57 classes, 1479 participants)
- Classroom presentation for Heartland Community College classes focusing on storm water issues (3 classes, 65 participants)
- Eco Action camp focused strongly on clean water issues and activities: creek exploration, storm drain stenciling, Yard Smart concepts, rain garden maintenance. (12 children, 5 days of programming)
- Presentations for ISU students including stormwater issues and Yard Smart (1 presentation, 50 students)

**Informational Events and Presentations**

- Co-sponsored Illinois Sustainable Living and Wellness Expo with Illinois Wesleyan University including exhibitors on clean water topics (4,300 participants).
- Presentation featuring clean water topics at First United Methodist Church (30 participants)
- Presentation for American Business Women's Association including clean water (10 participants)
- Presentation for Neighborhood Association of Normal including clean water (25 participants)
- Sugar Creek Art Festival, Sweet Corn Festival, & Bloomington Cultural Fest (5 days, 216 booth visitors)
- Informational booths including clean water protection, Yard Smart and stormwater runoff at
  - Vendor's Expo for the We Care Twin Cities Marathon (35 participants);
  - ISU Earth Day (40 participants);
  - Chamber of Commerce non-profit showcase (30 participants);
  - Wellness Fair at the Town of Normal (50 participants);
  - Wellness Fair at Advocate BroMenn (125 participants);
  - Wellness Fair at City of Bloomington (100 participants);
  - Wellness Fair at Country Companies (125 participants);
  - Wellness Fair at Growmark (110 participants);
  - Wellness Fair at ISU (150 participants);
  - Wellness Fair at Mitsubishi (200 participants)

**Yard Smart Program**

- Hosted Annual Yard Smart Garden Walk on June 23 showcasing area yards that utilize practices that reduce impact on clean water (65 participants). Had significant publicity on WGLT before event.

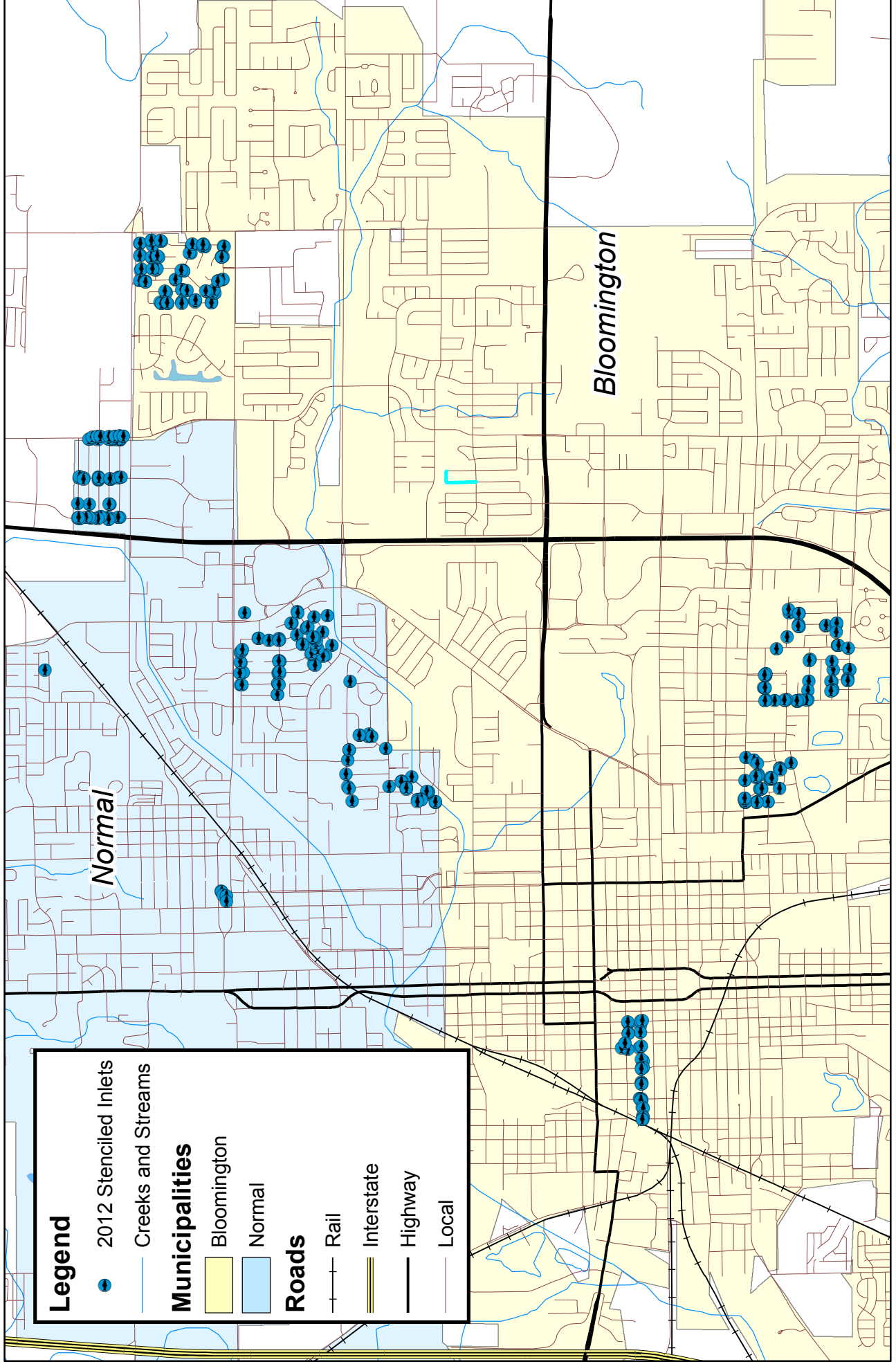
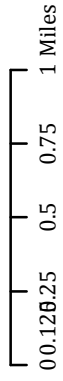
- Held 8 rain barrel making workshops with focus on stormwater runoff issues resulting in construction of 79 rain barrels.
- Developed and fabricated sign for Village of Hudson educating citizens about storm water runoff and water supply issues to be installed by creek in town park.
- Master Gardener's Home Lawn and Garden Day information booth on Yard Smart program, rain barrels, and stormwater runoff (65 participants)
- Yard Smart presentation at Master Gardener's Home Lawn & Garden Day (25 participants)
- Yard Smart presentation at State Farm's Cancer Survivor Group (30 participants)
- Yard Smart information booth at Fell Arboretum Plant Sale including rain barrels and vermicompost (25 participants)
- Yard Smart information booth at Glorious Garden Tour (25 participants)
- Davis Lodge Rain Garden weeded and mulched.
- EAC co-hosted presentation by nationally-known author Doug Tallamy about the benefits of choosing native plants for landscaping. EAC also staffed YardSmart booth at event. (100 participants)
- Clean water interpretive signage installed in Village of Hudson in public park near waterway. Signage message informs residents about the importance of reducing storm water runoff pollution.
- Answered 92 inquiries about YardSmart program, rain barrels, and stormwater issues

#### Other Efforts

- Storm drain stenciling: a total of 56 volunteers spent 143 hours painting 295 stormwater inlets and distributing information on stormwater runoff pollution and ways to reduce this pollution to 1489 homes in Normal and Bloomington (see attached map).
- Facilitation of McLean County Greenways Committee as Chair
- Ongoing participation in Watershed Plan Implementation Committee
- Participated in Bloomington-Normal Clean Up Week by removing trash from large section on Sugar Creek via canoe.
- Stormwater Runoff Awareness advertisements on 4 local radio stations WGLT, WJBC, WBNQ, and WBWN, reaching approximately 130,000 area listeners.
- Ongoing fundraising campaign to bring household hazardous waste collection back to McLean County in September 2012; resulting efforts are not only raising funds but raising awareness about improper disposal of wastes such as dumping.
- Coordinated first-ever locally funded Household Hazardous Waste Collection from start to finish. Raised nearly \$150,000 in funding from local municipalities, businesses, individuals, and churches; hired a hazardous waste contractor; recruited and coordinated nearly 80 volunteers putting in approximately 350 hours of work; and facilitated the entry of nearly 2000 cars and safe disposal of 161,000 pounds of household hazardous wastes.
- Sent EAC Action News to 900 email subscribers 10 times with information about clean water issues.
- New "mCLEANwater.org" watershed clearinghouse website finalized and launched after significant effort put into design, construction, content accumulation and indexing. This website will serve as a resource for residents and decision makers on clean water issues. The site includes a library of watershed reports and studies and a showcase of successful watershed protection projects; more content will be added to the site on an ongoing basis. Promotion of the new site will begin in 2013.

# Storm Drain Stenciling 2012

Michael Brown 2012  
Ecology Action Center



FOR COUNCIL: January 28, 2013

**SUBJECT:** Intergovernmental Agreement with McLean County for Police Booking Services

**RECOMMENDATION/MOTION:** That the Agreement in the amount of \$24,108 be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.e. – Utilizing the Sheriff's Department for booking, retention, and fingerprinting reduces costs for the Police Department by not incurring the expense of having their own jail facilities thus providing the most cost-effective service.

**BACKGROUND:** For several years an intergovernmental agreement has been in effect between the City of Bloomington and McLean County Sheriff's Department for retention, mug shots, booking, and fingerprinting. This has proven to be an efficient and cost effective booking procedure which has reduced our liability because incarcerated subjects are rarely kept in our facility.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** The cost of the agreement for one year is \$24,108 (\$2009 per month), a 3% increase for 2013. The term of the agreement is January 1, 2013-December 31, 2013, renewable on a year to year basis and has been budgeted in line item 10015110-70690 for contractual services. For stakeholders this can be found in the City of Bloomington Five Year Operating and Capital Investment Budget 2013-2017 General Fund Book on page 220. The description of the object is "Other Purchased Services". The line item in the City's old financial system was "70990".

Respectfully submitted for Council consideration.

Prepared by: Clay Wheeler, Interim Chief of Police

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Intergovernmental Agreement

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Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE COUNTY OF McLEAN  
AND  
THE CITY OF BLOOMINGTON

Whereas, the City of Bloomington has requested the County of McLean to provide booking services:

And

Whereas, the County of McLean has booking facilities:

And

Whereas, the Constitution of the State of Illinois, Article VII, Section 10 and 5 ILCS 220 et seq. permits and encourages intergovernmental cooperation and agreements;

Now therefore, the parties hereto agree as follows:

1. The County of McLean will perform booking services for the City of Bloomington which services shall include but not be limited to the following: completing all booking forms, finger-printing, taking mug shots, bonding, releasing and transferring persons in custody.
2. The City of Bloomington Police Department shall deliver any individuals taken into custody to the McLean County Detention Facility for booking. The City may bring individuals to the facility twenty-four (24) hours a day, seven (7) days a week, including holidays. The City will complete the necessary paperwork for each person delivered for booking. The County will not accept any individuals needing or asking for medical care. The City will obtain medical care for any individual apparently in need of such care prior to transferring that person to the facility for booking. The City of Bloomington shall have no responsibility for any individuals once they have been transferred to the County for booking, beyond that which may be required by statute.
3. The County shall have full responsibility for all individuals delivered for booking by the City of Bloomington. This responsibility shall include the cost of any medical care administered during the booking process. The County will indemnify and hold the City harmless from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent act performed by the County, its employees and/or agents during the course of booking any individual for the City of Bloomington pursuant to this agreement. Such actions shall include, but are not limited to, civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
4. The City of Bloomington will indemnify and hold harmless the County of McLean from all causes of action, whether judicial or administrative, and the costs of defending any such actions arising out of any intentional or negligent acts performed by the City, its employees or agents prior to transferring an individual to the County for booking. Such action shall include but are not limited to civil rights actions, property damage actions, personal injury actions, or any actions seeking recovery of money or other remedies.
5. The City will pay the County at an annual rate of Twenty Four Thousand One Hundred and Eight Dollars and no Cents (\$24,108.00) per year for booking services. The City will pay this fee regardless of whether it uses the County's booking services during any particular month and regardless of the number of individuals it delivers to the County for booking.

6. Total amount due herein shall be paid in twelve (12) equal monthly payments of Two Thousand Nine Dollars and no Cents (\$2,009.00) at the first of each month.
7. The County may terminate this agreement at any time when payments required hereunder have not been paid. The County is relying on this agreement to hire personnel to satisfy its responsibilities under this agreement accordingly the City of Bloomington may not terminate this agreement without giving the County six (6) months notice of its intent to terminate.
8. This agreement shall be in effect from January 1, 2013 through December 31, 2013. Thereafter this agreement may be renewable on a year to year basis subject to adjustments in the amount charged for the services provided.
9. All notices required herein shall be in writing and shall be sent via registered or certified mail return requested or by an overnight courier service to the persons listed below. A notice shall be deemed to have been given when received by the party at the address set forth below.

Notices to Bloomington Police Department shall be sent to:

Randy McKinley, Chief of Police  
Bloomington Police Department  
305 S. East  
Bloomington, IL. 61701

Notices to County of McLean shall be sent to:

Russell Thomas, Chief Deputy  
McLean County Sheriff's Department  
104 West Front Street  
P.O. Box 2400  
Bloomington, IL. 61702-2400

10. Both parties agree to comply with all applicable federal and state nondiscrimination, equal opportunity and affirmative action laws, orders and regulations.
11. This Agreement is to be governed and construed in accordance with the laws of the State of Illinois.
12. The relationship of each party to the other under this Agreement shall be that of Independent Contractor.
13. The failure of either party at any time to enforce any provision of this Agreement shall in no way be construed to be a waiver of such provisions or affect the validity of this Agreement or any part thereof, or the right of either party thereafter to enforce each and every position in accordance with the terms of this Agreement.
14. In the event that any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
15. This Agreement may not be assigned by either party without the prior written consent of the other party.

16. This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter herein supersedes all prior communications and writings with respect to the content of said Agreement.

17. This Agreement may not be modified by either party unless such modification is mutually acceptable to both parties, is reduced to writing and signed by both parties.

The persons signing this Agreement represent and warrant that they have authority to bind their respective parties.

APPROVED:

\_\_\_\_\_  
Steve Stockton, Mayor, City of Bloomington

\_\_\_\_\_  
Date

\_\_\_\_\_  
Randy McKinley, Chief of Police, City of Bloomington

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Tracy Covert, City Clerk, City of Bloomington

\_\_\_\_\_  
Date

APPROVED:

*Matt Sorensen*  
Matt Sorensen, Chairman, McLean County Board

12-18-2012  
Date

*Mike Emery*  
Mike Emery, Sheriff of McLean County

1/3/2013  
Date

ATTEST:

*Kathy Michael*  
Kathy Michael, Clerk of the County Board of  
McLean County, IL

12-20-2012  
Date



FOR COUNCIL: January 28, 2013

**SUBJECT:** Proposed Ordinance Amending Chapter 27, Section 36 of the City Code

**RECOMMENDATION/MOTION:** That the Text Amendment to Chapter 27, Section 36 of the City Code, be approved and the Ordinance passed.

**STRATEGIC PLAN LINK:** Goal 2 - Upgrade City Infrastructure and Facilities.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2.b. - Having an ample supply of quality water is critical to all functions of the City.

**BACKGROUND:** Staff prepared and Council approved a Water Emergency Response Ordinance in July of 2012. This Ordinance has served the City well during the drought of 2012/13. Specific drought alert phases contained within that Ordinance are based upon certain reservoir levels; the further the reservoir levels decline, the more restrictive the drought response becomes.

The drought during 2012 was nearly a textbook example of the public perception of a drought. That is, the spring may be somewhat normal in terms of temperatures and precipitation but the summer is dry and hot and the lack of precipitation may extend, as it did in 2012, into the fall. Agricultural yields may suffer, non-irrigated lawns may go into dormancy and outdoor activities may thrive. However, once crops are harvested, the need for watering plants declines and outdoor activities are limited due to the falling temperatures, thoughts of a drought fade.

In reality though, a drought can begin and/or extend through the various seasons of the year. In fact, the central part of Illinois remains in a drought, albeit with less severe consequences currently. The original Water Emergency Ordinance did not take into consideration seasonal variations in determining the response to particular reservoir levels. For example, in the original ordinance, a severe drought is defined as a 10 foot or greater deficit in the two reservoirs, Lake Bloomington and Evergreen Lake. There was no consideration of when (seasonally) that 10 foot deficit might be present. In months when consumption is much lower due to typical seasonal variation and recovery in reservoir levels is expected due to the seasonal variations in precipitation, that 10 foot deficit expressed as a severe drought level is appropriately defined. However, if that same 10 foot deficit were present in May when temperatures are rising, water consumption is increasing dramatically and evaporation from the reservoirs increases dramatically as well, the severe drought level is not appropriate.

Therefore, in light of this concern, Staff requested that Layne Hydro, the consultant that assisted with the original Water Emergency Ordinance, to research a revision to the drought trigger levels that take into consideration seasonal impacts. The report on the suggested changes to the Ordinance is attached and in brief suggests that reservoir deficits in the months of May, June, July and August, the peak pumpage and evaporation months, should be more stringent (less of a deficit to cause water conservation actions) than the other months of the year.

The revision to the Ordinance provides for the same responses to the drought categories so that decision makers and customers area are not presented with a different set of responses to given

drought level declarations. What does change is that the month that a particular reservoir deficit occurs will determine the severity of the drought declaration.

In the previously mentioned example, the drought categories will change based upon the month that the deficit occurs; a Critical Month Drought Alert Phase is defined as a particular combined reservoir level deficit during the months of May, June, July and August. The “critical month” designation refers to the months when temperatures are increasing to their highest levels for the year, water use is typically the greatest, and evaporation from the reservoirs is at the highest levels as well. These are the months when conservation efforts will make the greatest impact in response to declining reservoir levels.

The Non-Critical Month Drought Alert Phase is defined as a particular combined reservoir level deficit during the months of September, October, November, December, January, February, March and April. The “non-critical month” designation refers to the months when temperatures are increasing towards or declining from their highest levels of the year, water use is typically at a lower, more uniform state, and evaporation from the reservoirs is at much lower levels as compared to the “critical” months. These are the months when conservation efforts will make much less of an impact in response to declining reservoir levels.

In essence, if a deficit of greater than 2 feet occurs in a critical month, that deficit will trigger a Moderate Drought Phase as compared to a deficit of greater than 8 feet in a non-critical month triggering the same drought phase. A deficit of greater than 4 feet in a critical month is considered a Severe Drought Phase as compared to a deficit of greater than 10 feet in a non-critical month and lastly, a deficit of greater than 6 feet in a critical month is considered an Extreme Drought Phase as compared to a deficit of greater than 12 feet in a non-critical month.

Although the drought of 2012/13 has been successfully navigated through a combination of actions, by changing to these more stringent drought phases in response to declining reservoir levels in critical months, the local water supply can be extended and conservation efforts will have greater impacts in the future.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None at this time. Due to the need to move forward with this Ordinance prior to critical months in 2013, no discussion took place at this time. However, public comment will be sought concerning this ordinance with discussions surrounding the overall water conservation plan, slated for the summer of 2013.

**FINANCIAL IMPACT:** This petition will have no financial impact on the City of Bloomington.

Respectfully submitted for Council consideration,

Prepared by: Craig M. Cummings, Director of Water

Reviewed by: Barbara J. Adkins, Deputy City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance  
Attachment 2. Layne Report

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Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



**ORDINANCE NO. 2013 - xx**

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 27**

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

SECTION 1. That Bloomington City Code Chapter 27, Section 36 be amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

**Chapter 27: Section 36: Water Emergency Response Ordinance.**

(a) **DECLARATION OF POLICY, PURPOSE, AND INTENT**

Purpose: To achieve the greatest public benefit from domestic water use, sanitation, fire protection and to provide water for other purposes in an equitable manner and to preserve water quality, the City of Bloomington, ~~Illinois~~ adopts the following regulations and restrictions on the delivery and consumption of water.

This Ordinance is hereby declared necessary for the preservation of public health, safety, welfare and enhances water supply operational flexibility and shall take effect upon its adoption by the City of Bloomington, ~~Illinois~~.

Whenever, in the judgment of the City Council of the City of Bloomington, ~~Illinois~~, it becomes necessary to conserve water in the service area, due to drought, water treatment capacity or other conditions, the City of Bloomington, ~~Illinois~~ Water Department is authorized to issue a Proclamation that existing drought or other conditions prevail over fulfillment of the usual water-use demands. The Proclamation is an attempt to prevent depleting the water supply to the extent that water-use for human consumption, sanitation, fire protection and other essential needs become endangered.

Immediately upon the issuance of such a Proclamation, regulations and restrictions set forth under this Ordinance shall become more effective and remain in effect until the water shortage is terminated and the Proclamation rescinded.

Water uses, regulated or prohibited under the Ordinance, are considered to be non-essential and continuation of such uses during times of water shortage is deemed to constitute a waste of water, subjecting the offender(s) to penalties.

The provisions of the Ordinance shall apply to customers within the jurisdiction of the City of Bloomington, ~~Illinois~~ Water Department.

(b) **DEFINITIONS**

For the purposes of this Ordinance, the following definitions shall apply:

Aesthetic water use: water use for ornamental or decorative purposes such as fountains, reflecting pools, and waterfalls

Commercial and industrial water use: water use integral to the production of goods and/or services by any establishment having financial profit as their primary aim.

Critical Month (the months of May, June and July) Drought Alert Phase:

1. Moderate Drought: Combined reservoir water-levels reduced below spillway level by 2 feet or a proclamation that a moderate water emergency exists.

2. Severe Drought: Combined reservoir water-levels reduced below spillway level by 4 feet or a proclamation that a severe water emergency exists.

3. Extreme Drought: Combined reservoir water-levels reduced below spillway level by greater than 6 feet and stream flow in Mackinaw River less than 20 cubic feet per second or a proclamation that an extreme water emergency exists.

Customer: any person, company, or organization using water supplied by the City of Bloomington, ~~Illinois~~ Water Department.

Domestic water use: water use for personal needs or for household purposes such as drinking, bathing, heating, cooking, sanitation, or for cleaning a residence, business, industry, or institution.

Essential water uses: Water used specifically for fire fighting, and to satisfy federal, state, or local public health and safety requirements.

Even numbered address: street addresses, box numbers or rural route numbers ending in 0, 2, 4, 6, 8 or letters A-M; and locations without addresses.

Institutional water use: water use by government, public and private educational institutions, public medians and rights of way, churches and places of worship, water utilities, and other lands, buildings, and organizations within the public domain.

Landscape water use: water used to maintain gardens, trees, lawns, shrubs, flowers, athletic fields, rights of way and medians.

Non-Critical Month (the months of August, September, October, November, December, January, February, March and April) Drought Alert Phase:

1. Moderate Drought: Combined reservoir water-levels reduced below spillway level by 8 feet or a proclamation that a moderate water emergency exists.
2. Severe Drought: Combined reservoir water-levels reduced below spillway level by 10 feet or a proclamation that a severe water emergency exists.
3. Extreme Drought: Combined reservoir water-levels reduced below spillway level by greater than 12 feet and stream flow in Mackinaw River less than 20 cubic feet per second or a proclamation that an extreme water emergency exists.

Odd numbered address: street addresses, box numbers or rural numbers or rural route numbers ending in 1, 3, 5, 7, 9 or letters N-Z.

Water hauling: Water sold by the City of Bloomington at bulk dispensing facility for use at a location other than the location where it was purchased.

Water shortage: lack of adequate available water to meet normal demands due to lower than normal precipitation, reduced stream flows or soil moisture, and/or deterioration of water quality which causes water supplies to be less than usual.

Wholesale customer: A public body that purchases water in bulk and redistributes it to its own customers.

(c) NON-ESSENTIAL WATER USE

All water use categories, other than essential water use, may be curtailed during severe or extreme drought. Some examples of non-essential water uses follow:

A. Residential and Institutional:

1. Washing down sidewalks, walkways, driveways, parking lots, tennis courts, or other hard surface areas.
2. Washing down buildings or structures for purposes other than immediate fire protection.
3. Flushing gutters or permitting water to run or accumulate in any gutter or street.
4. Washing any motor bike, motor vehicle, boat, trailer, airplane or other vehicle in public or private garages or elsewhere.

5. Maintaining fountains, reflection ponds, and decorative water bodies for aesthetic or scenic purposes.
6. Filling or maintaining public or private swimming pools.
7. Sprinkling lawns, plants, trees, and other flora on private or public property, except as otherwise provided under the Ordinance.

B. Commercial and Industrial:

1. Serving water routinely in restaurants.
2. Increasing water levels in scenic and recreational ponds and lakes.
3. Irrigating golf courses and any portion of its grounds, except greens or as otherwise provided under this Ordinance.
4. Obtaining water from hydrants for any purpose other than firefighting.
5. Serving customers who have been given a 10-day notice to repair one or more leaks and has failed to comply.
6. Expanding commercial nursery facilities, placing new sod on commercial and/or residential sod after the drought proclamation, or planting or landscaping when required by site design review process.

(d) **RESPONSES TO MODERATE, EXTREME, AND SEVERE DROUGHT ALERT PHASES IN CRITICAL OR NON-CRITICAL MONTHS**

Levels of drought are set forth in this ordinance as moderate, severe, and extreme. Proclamations issued by the City of Bloomington, ~~Illinois~~ Water Department shall coordinate to the month of the year and an appropriate response to the level of drought which exists.

Proclamations setting forth responses to the various drought alert phases shall be made by the City of Bloomington, ~~Illinois~~ Water Department and are to be based upon local and/or regional monitoring data.

A. Moderate Drought Alert Phase: If conditions indicate that a moderate drought condition is present and is expected to persist, the City of Bloomington, ~~Illinois~~ Water Department shall notify municipal and county governments and issue press releases concerning the drought conditions to the news media. Large or key water users will be contacted directly by the Water Department.

1. Goal:

(a) Public awareness and education of drought procedures and water saving.

(b) A five percent voluntary water use reduction for residential, commercial, industrial, institutional, wholesale and electric power generation purposes in order to extend the water supply for duration of the drought.

## 2. General Responses:

(a) Issue a Public Notice of Drought Conditions on water supply and demand in a newspaper of general circulation within the affected community and region. This statement shall include a list of non-essential water uses (SECTION (c)).

(b) Institute an increased water supply system maintenance effort to identify and correct water leaks by initiating a complete leak detection survey.

- Leaks greater than 100 gallons per minute under the control of the Water Department will be corrected within 72 hours of the Department becoming aware of the leak.

(c) Encourage customers of the City of Bloomington, Illinois Water Department to comply with the listed voluntary water-use restrictions in all categories while moderate drought conditions exist.

## 3. Water-Use Restrictions:

(a) Residential:

- Reduce domestic, landscaping, and water-based recreational activities such as swimming pools, water slides, and other related water activities.

(b) Commercial, Industrial, and Institutional:

- Reduce aesthetic, domestic, landscaping, and water-based recreational activities such as swimming pools, water slides, and other related water activities.

- Water sold for transport elsewhere (“water hauling”) shall have the rate doubled.

(c) Agricultural, Irrigation and Livestock:

- Implement conservation techniques; explore different water saving methods, and use alternative sources.

(d) Electric Power Generation:

- Implement conservation techniques; explore different water saving methods, and use alternative sources.

(e) Lake Bloomington

- Prohibit direct water withdrawals from Lake Bloomington

(f) Wholesale customers

- Water use reductions of five percent

4. Water Department Operational Procedures:

- (a) Eliminate hydrant flushing, except that flushing necessary to maintain the water quality in the water distribution system.

B. Severe Drought Alert Phase: A drought of this severity requires official declaration and implementation of mandatory water use restrictions by the City of Bloomington, ~~Illinois~~ Water Department. In such cases, the Department will notify municipal and county governments in the affected drought areas. The Utility will also issue press releases concerning the drought conditions to the news media.

1. Goal:

- (a) Generate a public response that helps alleviate drought stress through mandatory water use restrictions.
- (b) A ten percent water use reduction for residential, agricultural, commercial, industrial, institutional, wholesale and electric power generation purposes.

2. General Responses:

- (a) Issue a Public Notice of Drought Conditions on water supply and demand in a newspaper or general circulation within the affected community and region. This statement shall include a list of water- use curtailment measures.
- (b) Require customers of the City of Bloomington, ~~Illinois~~ Water Department to comply with the listed water-use restrictions in all categories while severe drought conditions exist.

### 3. Water-Use Restrictions:

#### (a) Residential:

- Use low-volume hand-held applicators only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.
- Restrict landscape watering to Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.

#### (b) Commercial, Industrial, and Institutional:

- Prohibit aesthetic water use.
- Reduce domestic water use to minimum levels necessary for maintaining health and safety.
- Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that require filtration and/or water recycling.
- Use low-volume hand-held applicators only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.
- Restrict landscape watering on Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.
- Water sold for transport elsewhere (“water hauling”) shall have the rate tripled and shall only be sold on Monday, Wednesday and Friday, 8a.m. to 4 p.m.

#### (c) Agriculture, Irrigation and Livestock:

- Implement conservation techniques; explore different water saving methods, and use alternative sources.
- Restrict irrigation use from 7:00 p.m. to 7:00 a.m.

#### (d) Electric Power Generation

- Implement conservation techniques; explore different water saving methods, and use alternative sources.

#### (e) Lake Bloomington



- Prohibit direct water withdrawals from Lake Bloomington

(f) Wholesale Customers

- Water use reductions of ten percent.

4. Water Department/City Operational Procedures

- Prohibit the use of water-based recreational activities that rely on single use water supply, such as municipal water parks.
- Enact a 24-hour, service-area wide, monitoring system to evaluate the community's response and cooperation to drought procedures.
- Reduce the water supply hydraulic grade-line (levels in water towers) by five feet.

C. Extreme Drought Alert Phase: The City of Bloomington, Illinois Water Department will notify municipal and county governments in the affected drought areas, and issue press releases concerning the drought conditions to the news media. Water-use restrictions imposed during extreme drought conditions are mandatory.

1. Goal:

- (a) A fifteen percent water use reduction for residential, institutional, agricultural, commercial, industrial, and electric power generation purposes.

2. General Responses:

- (a) Issue a Public Notice of Drought Conditions on water supply and demand in a newspaper of general circulation within the affected community and region. This statement shall include a list of water- use curtailment measures.
- (b) Require customers of the City of Bloomington, Illinois Water Department to comply with the listed water-use restrictions in all categories while extreme drought conditions exist.

3. Water-Use Restrictions:

(a) Residential:

- Reduce domestic water use to minimum levels necessary to maintain health and safety.

- Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that employ filtration and/or water recycling.
- Use low-volume hand-held applications only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.
- Restrict landscape watering on Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.

(b) Commercial, Industrial, and Institutional:

- Prohibit aesthetic water use.
- Reduce domestic water use to minimum levels necessary for maintaining health and safety.
- Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that employ filtration and/or water recycling.
- Use low-volume hand-held applications only and prohibit sprinklers, other remote broadcast devices, and water runoff in landscape design maintenance.
- Restrict landscape watering on Tuesday and Saturday for odd-numbered addresses, and Thursday and Sunday for even-numbered addresses.
- Cease selling water for transport elsewhere (“water hauling”).

(c) Agriculture, Irrigation and Livestock:

- Implement conservation techniques; explore different water saving methods, and use alternative sources.
- Restrict irrigation use from 12:00 a.m. to 4:00 a.m.

(d) Electric Power Generation

- Implement conservation techniques; explore different water saving methods, and use alternative sources.

(e) Lake Bloomington

- Prohibit direct water withdrawals from Lake Bloomington.

(f) Wholesale Customers

- Water use reductions of fifteen percent.

4. Water Department/City Operational Procedures

- Prohibit water-based recreational activities except facilities, such as swimming pools and other related water activities that require filtration and/or water recycling.
- Prohibit the use of water-based recreational activities that rely on single use water supply, such as municipal water parks.
- Prohibit water-based street cleaning.
- Enact a 24-hour Water Department monitoring system to evaluate the community's response and cooperation to drought procedures.
- Reduce the water supply hydraulic grade-line (levels in water towers) by ten feet.
- Eliminate golf course irrigation, except for greens

(e) NEW WATER SERVICE CONNECTIONS

Correspondence regarding water availability, pipeline extension agreements, and applications requesting service, received and dated after the date of this Ordinance shall include conditions relating to water shortages.

No applications for new, additional, further expanded, or an increase in size of water service connections, meters, service lines, pipeline extensions, approved or installed unless such action is in compliance with provisions of this Ordinance.

(f) WATER RATES

In the event of an extreme drought related water shortage, the City of Bloomington, ~~Illinois~~ Water Department is hereby authorized to monitor water use. Under extreme drought conditions the Water Department's drought water rates will be enacted through the duration of the drought for all water users except as otherwise noted in this Ordinance. These water rates are defined as the water rates in effect at the time of the extreme drought declaration multiplied by 1.50.

(g) RATIONING

In the event that a drought or other condition(s) threaten(s) the preservation of public health and safety, the City of Bloomington, ~~Illinois~~ Water Department is hereby authorized to ration water.

(h) FINES AND PENALTIES

Except as otherwise stated herein, violators of any provision of this Ordinance shall be penalized.

**Violation Classification Penalty**

- First offense infraction in severe drought – Courtesy reminder to implement procedures
- First offense infraction in extreme drought -- \$50.00
- Second offense infraction within the same drought period -- \$100.00
- Third and subsequent offense within the same drought period -- \$250.00
- The aforementioned fines and penalties may be in lieu of, or in addition to, any other penalty provided by law.

(i) ENFORCEMENT

Employees of the City of Bloomington, ~~Illinois~~ Water Department, City of Bloomington police officers, firefighters, and plumbing inspectors have the duty, and are hereby authorized to enforce the provisions of this Ordinance and shall have the power and authority to issue written notices to appear when violations of this Ordinance occur during any declared severe or extreme drought or water shortage.

(j) VARIANCES

Persons not capable of immediate water use reduction, or curtailment, because of equipment damage or other extreme circumstances, shall commence gradual reduction of water use within twenty-four hours of the declaration of water use curtailment/reduction and shall apply for a variance from curtailment.

Persons requesting exemption from the provisions of this Ordinance shall file a petition for variance with the City of Bloomington, ~~Illinois~~ Water Department within ten days after such curtailment becomes effective.

When the Drought Ordinance has been invoked by the City of Bloomington, ~~Illinois~~ Water Department, all petitions for variances shall be reviewed by the City of Bloomington, ~~Illinois~~ Water Department Director. Petitions shall contain the following:

1. Name and address of the petitioner(s).
2. Purpose of water use.
3. Specific provisions from which the petitioner is requesting relief.
4. Detailed statement as to how the curtailment declaration adversely affects the petitioner.
5. Description of the relief desired.
6. Period of time for which the variance is sought.
7. Economic value of the water use.
8. Damage or harm to the petitioner or others if petitioner complies with Ordinance.
9. Restrictions with which the petitioner is expected to comply and the compliance date.
10. Steps the petitioner is taking to meet the restrictions from which variance is sought and the expected date of compliance.
11. Other pertinent information.

In order for a variance to be granted, petitioner must show one of more of the following conditions:

- A. Compliance with the Ordinance cannot be technically accomplished during the duration of the water shortage.
- B. Alternate methods can be implemented which will achieve the same level of reduction in water use.

The City of Bloomington, ~~Illinois~~ Water Department Director may, in writing, grant temporary variances for existing water uses otherwise prohibited under the Ordinance if it is determined that failure to grant such variances would cause an emergency condition adversely affecting health, sanitation, or fire protection for the public or the petitioner and if one or more aforementioned conditions is met. The City of Bloomington, ~~Illinois~~ Water Department Water Director shall approve or deny any such variance. Any such variance so ratified may be revoked by later action of the City of Bloomington, ~~Illinois~~ Water Department Director. Any such

variance denied by the City of Bloomington, ~~Illinois~~ Water Department Director can be appealed to the City of Bloomington, ~~Illinois~~ City Manager.

No such variance shall be retroactive or otherwise justify any violation of this Ordinance occurring prior to the issuance of the variance.

Variations granted by the City of Bloomington, ~~Illinois~~ Water Department Director or City Manager shall be subject to the following conditions, unless waived or modified by the City of Bloomington, ~~Illinois~~ Water Department or City Manager.

A. Variations granted shall include a timetable for compliance.

B. Variations granted shall expire when the water shortage no longer exists, unless the petitioner has filed to meet specified requirements.

(k) DROUGHT IMPROVEMENT OR CESSATION

The City of Bloomington Water Department Director, in consultation with the City Manager, shall determine when a drought condition has improved or ceased based upon the critical or non-critical month drought condition definitions contained within this Ordinance. However, in order for a lower drought level condition or overall drought cessation to be declared, the reservoir levels must be maintained at the defined level, or better, for seven consecutive days before restrictions are reduced and a lower drought condition is declared.

~~(k)~~ (l) STATUS OF THE ORDINANCE

In the event that any portion of this Ordinance is held to be unconstitutional for any reason, the remaining portions of the Ordinance shall not be affected. The provisions of this Ordinance shall prevail and control in the event of any inconsistency between this Ordinance and other rules and regulations of the City of Bloomington, ~~Illinois~~ and/or State of Illinois.

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

SECTION 3. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this xxth day of January, 2013.

APPROVED this xxth day of January, 2013.

APPROVED:

STEVE STOCKTON  
Mayor

ATTEST:

TRACEY COVERT  
City Clerk





# Review of the Water Emergency Response Ordinance for the City of Bloomington, IL

December 10, 2012

Prepared by  
Layne Hydro  
a division of Layne Christensen Company  
Bloomington, Indiana

## **Contents**

<b>1</b>	<b>Introduction</b>	<b>1</b>
<b>2</b>	<b>Background</b>	<b>1</b>
<b>3</b>	<b>Drought management</b>	<b>2</b>
<b>4</b>	<b>Data and analysis</b>	<b>3</b>
<b>5</b>	<b>Drought cessation</b>	<b>7</b>
<b>6</b>	<b>Recommendations</b>	<b>7</b>

## List of Figures

1	Example cross section of a surface water supply system. . . . .	3
2	Normal monthly maximum and minimum temperature, normal precipitation, and evapotranspiration in Bloomington, IL . . . . .	4
3	Combined reservoir deficit and water demand in Bloomington, IL from 2001 through 2012. . . . .	5
4	Combined reservoir deficit and water demand in Bloomington, IL from 2010 through 2012. . . . .	6
5	Combined reservoir deficit in Bloomington, IL from 1988-1990. . . . .	8
6	Proposed drought triggers for the City of Bloomington, IL. . . . .	9
7	Proposed drought triggers for the City of Bloomington, IL as seen with the historical water level and pumping data from 2001 through 2012. . . . .	10

## List of Tables

1	Recommended drought triggers for the City of Bloomington, IL drought ordinance.	11
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# 1 Introduction

The purpose of this investigation is to evaluate the City of Bloomington's Water Emergency Response Ordinance (Ordinance) in relation to seasonal changes in demand and precipitation. The goal is to assess the triggers for drought and propose new, more refined triggers for determining drought initiation and termination.

# 2 Background

The City of Bloomington utilizes Evergreen Lake, Lake Bloomington, and the Mackinaw River as its sources of water supply. The amount of water that can be reliably provided by these two reservoirs and the river depends upon the volume of the lakes, local stream flow, climate, drinking-water demand, and the operational rules governing withdrawal of water from the two lakes and the Mackinaw River.

On July 23, 2012, the Bloomington, IL City Council passed the Water Emergency Response Ordinance. The purpose of the ordinance is to prevent the water supply from being depleted to the extent that water-use for human consumption, sanitation, fire protection, and other essential needs become endangered. The ordinance gives the Water Department the ability to set water-use restrictions to conserve water in the occurrence of a drought or water shortage.

The Ordinance establishes three drought levels: moderate, extreme, and severe drought. These three drought levels are determined by depleted reservoir levels caused by drought conditions in the watershed and/or increased water demand. The three drought levels are triggered by the following conditions:

1. **Moderate Drought:** Combined reservoir water-levels are reduced below spillway level by 8 - 10 feet.
2. **Severe Drought:** Combined reservoir water-levels are reduced below spillway level by 10 - 12 feet.
3. **Extreme Drought:** Combined reservoir water-levels reduced below spillway level by greater than 12 feet and stream flow in Mackinaw River less than 20%.

The existing drought ordinance requires an increasingly stringent range of responses to reduced storage at the two reservoirs. The reductions in use are achieved by restricting the allowable uses of the water and reducing the frequency water use, coupled with more severe penalties for excess use or irrigation watering during drought conditions.

However, the drought triggers defined in the ordinance do not reflect seasonal differences. A storage deficit in late summer is less of a water shortage problem than a storage deficit early in the year. A deficit in the fall is likely to be attenuated by the natural reduction in water use after the growing season and the (expected) increase in rainfall that defines the winter and spring. Conversely, a water supply deficit in the reservoirs earlier in the year could be problematic because demand is increasing until mid to late summer. To better refine the ordinance to fit the Bloomington system and the seasonality of the drought responses, we investigated the research literature and looked at the experiences of other reservoir systems. Utilizing this information, we updated the drought triggers for Bloomington to include the seasonal considerations.

### **3 Drought management**

Utilities, municipalities, and all water suppliers have to understand the issues and limitations of their water supply along with the demands placed on their system. The occurrence of drought is one example of a stress placed on a water system that must be understood. Depending on the source of supply, the preparation and planning for drought differs. Utilities that use groundwater may monitor groundwater levels to trigger a drought response, whereas, surface water users often use precipitation or soil moisture. The complexity of the management system is dependent upon the complexity of the water system. A reservoir system such as Bloomington's in which the supply is dependent upon reservoirs and has one source of demand, the management system can be relatively straight forward. Typically, systems such as this monitor water levels and/or precipitation to define the onset of a drought.

In surface-water supply systems, there are essentially two storage areas of water that the system utilizes, the actual lake or reservoir and the watershed that supplies surface water to the reservoir (Figure 1). When drought occurs the reservoir levels decrease and the unsaturated zone of the watershed dries as well. Which means when the rains return, it is the storage area in the watershed that is first refilled. When the soils in the watershed are saturated, then the lake or reservoir can be refilled. There is a lag in the time that it rains and the time when the reservoirs recover. This lag time exacerbates the management concerns during dry periods. This along with the natural, seasonal variations in precipitation cause many reservoir managers to enact seasonal variation to the drought triggers. Examples of cities or water suppliers that utilize seasonal triggers are Durham, NC and New York City, NY. In Bloomington droughts are monitored using the combined reservoir deficit but, the drought triggers do not incorporate the natural seasonal variation that occurs in demand, precipitation, and evapotranspiration.

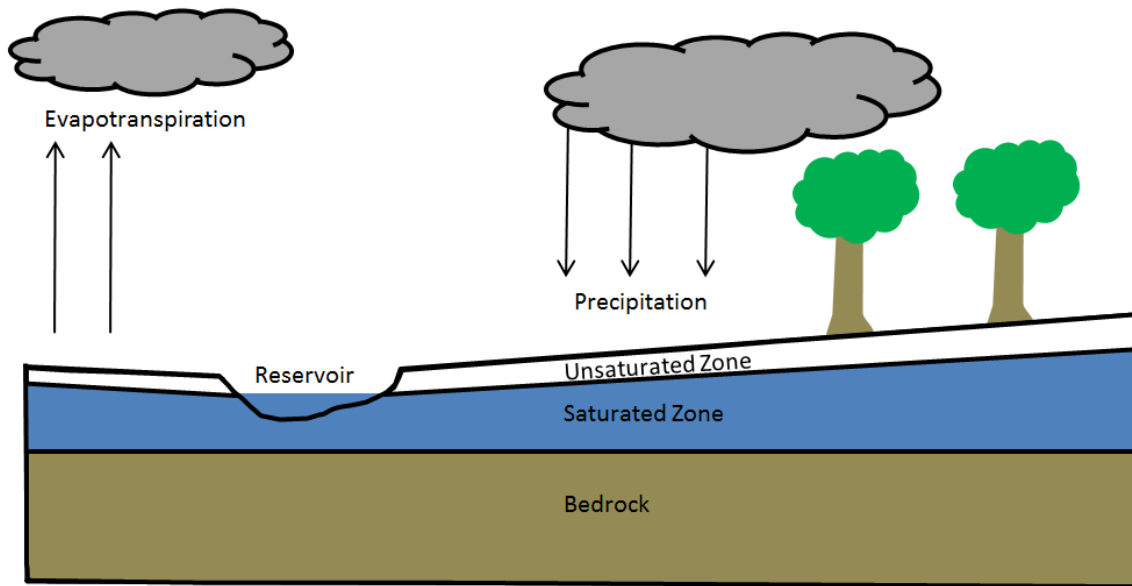


Figure 1: Example cross section of a surface water supply system.

## 4 Data and analysis

Bloomington Illinois is in a temperate climate with warmer summers and colder winters (Figure 2). Typically, the city get 39 inches of precipitation each year. The hottest month, July, has a normal maximum temperature of 86.6 degrees Fahrenheit and also the highest level of evapotranspiration. Because of the higher temperatures and increased evapotranspiration that occur in the summer months, this is also the time period when water demand is highest. Water consumers use additional water in these months to water lawns, gardens, and landscaping. The increase in demand and hot, dry weather reduce water levels in the reservoirs regularly. This trend was evident in Bloomington when we analyzed the data.

We collected historical pumping and reservoir water level data (2001-2012) from the water utility (Figure 3). We looked at the overall trends of the demand and water levels in reservoirs. We found a clear annual trend in which demand increased in the warmer, summer months and decreased in the fall and winter. This is typical of most water systems. The reservoir water levels declined annually in the summer months, continued to decline in the fall, and refilled in the winter and early spring when demands decreased and the weather gets cooler. This seasonal trend can be clearly seen in Figure 4 which shows 2010 through 2012. By May of each year, the reservoirs are near to full to begin the summer.

During drought years, like those of 1988 and 1989, the reservoir does not fill up in the spring and the water levels continue to drop month after month (Figure 5). It is during prolonged droughts that

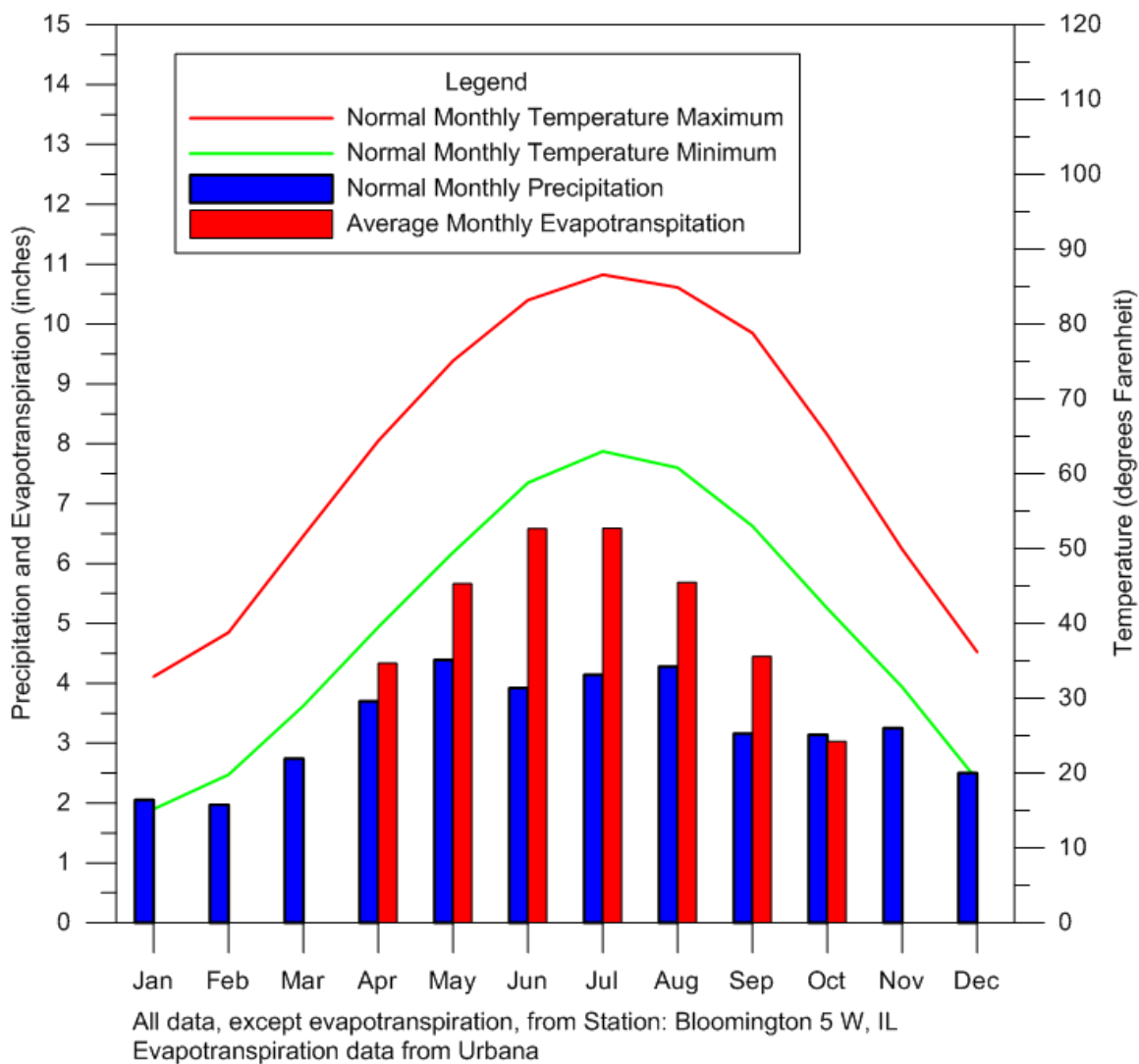


Figure 2: Normal monthly maximum and minimum temperature, normal precipitation, and evapotranspiration in Bloomington, IL

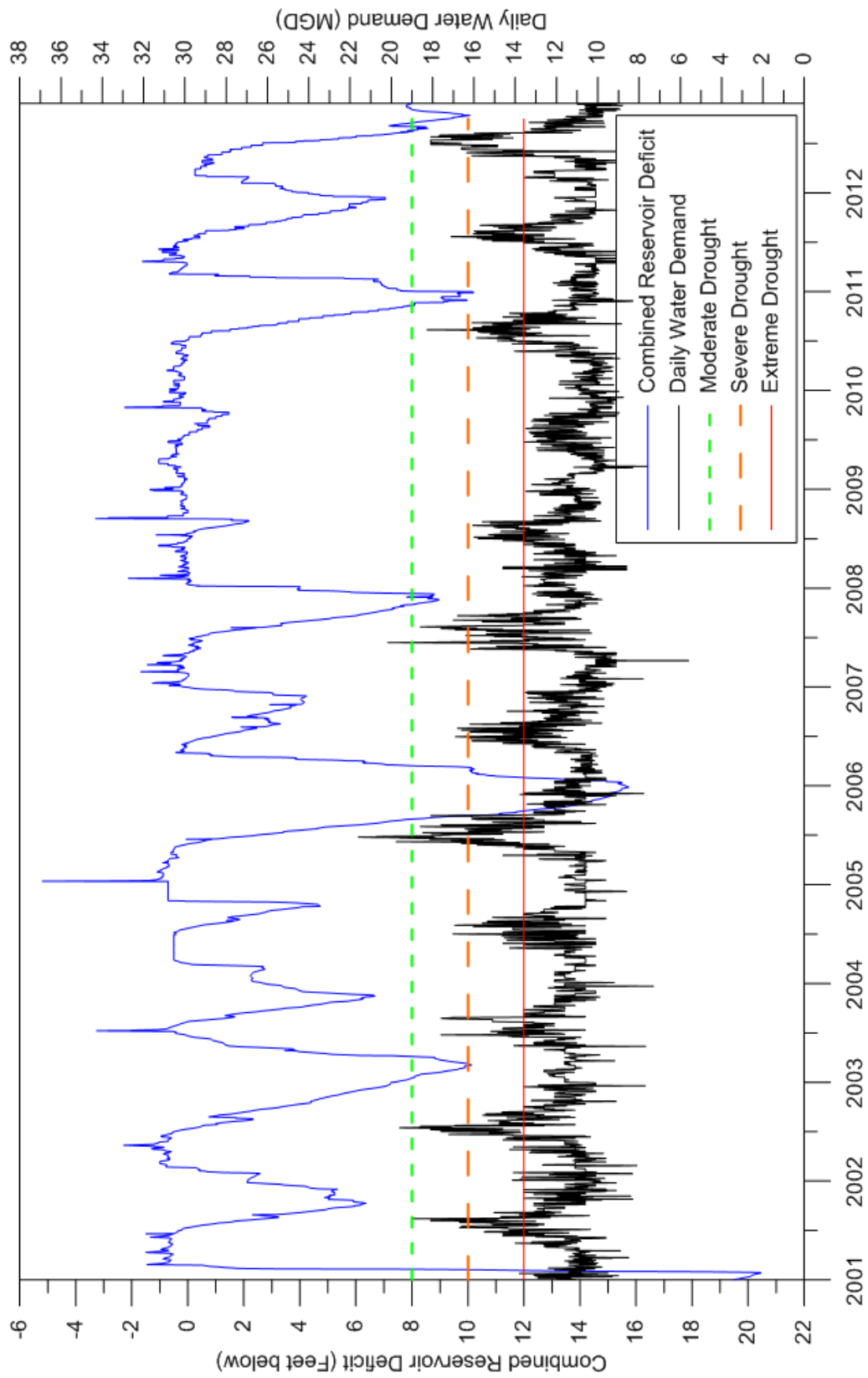


Figure 3: Combined reservoir deficit and water demand in Bloomington, IL from 2001 through 2012.



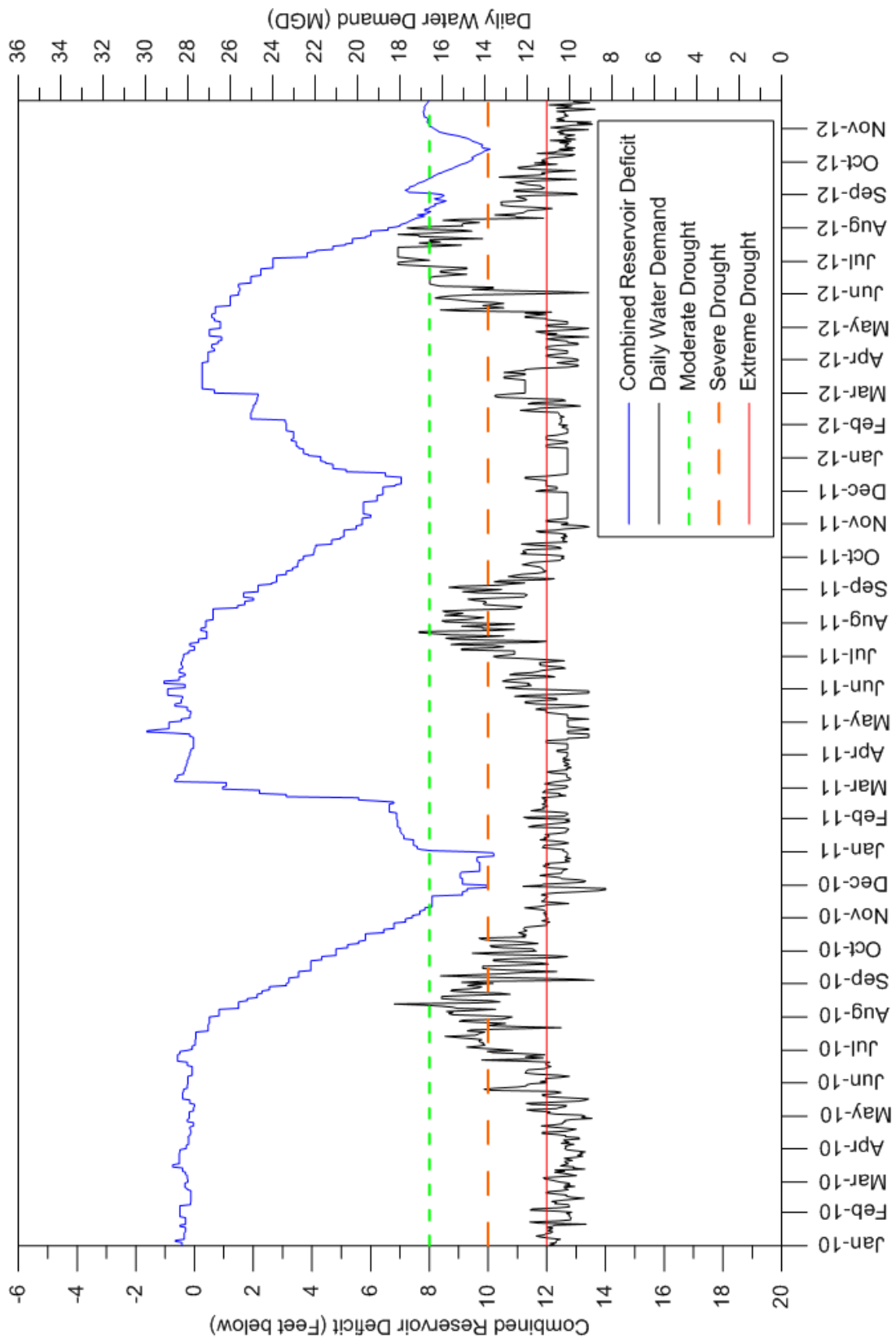


Figure 4: Combined reservoir deficit and water demand in Bloomington, IL from 2010 through 2012.

managing the water system becomes imperative. Without the winter reservoir fill up and sufficient water at the beginning of the summer, reservoirs may not have enough water to provide through the high demand seasons of a multi-year drought. The drought ordinance enacted in 2012 was put in place to mitigate the impacts of droughts such as this. But, the current ordinance does not directly address the importance of having near to full reservoirs in the spring. By changing the drought triggers for the spring and early summer months, the ordinance will ensure the longevity of the water supply in a prolonged drought.

Figure 6 depicts the recommended change to the drought ordinance for Bloomington. During May, June, and July the drought triggers are changed to 2-4 feet, 4-6 feet, and greater than 6 feet combined deficit for moderate, severe, and extreme drought, respectively. What this effectively does is help provide early detection and mitigation for potential droughts. When we overlay the proposed trigger levels on the historical data, most years are unaffected (Figure 7). However, if the trigger levels were in place in the drought years, 2005 and 2012, drought mitigation would have occurred at an earlier stage and thereby provided more protection against a potential long term drought.

## **5 Drought cessation**

The current drought ordinance does not discuss the cessation of the drought triggers. There needs to be a clear and established path for the water utility to return to normal conditions after a drought. Typically, utilities return to normal by returning to progressively lower drought levels as the relevant thresholds are met. When the reservoirs return to the water levels of a lower drought condition, they must be maintained at that level for seven consecutive days before the restrictions are reduced and the lower drought condition is officially declared. This helps ensure that the water levels can be maintained and avoids changing drought conditions unnecessarily. For example, if the city is in a severe drought in September when the combined reservoir deficit returns to less than eight feet for more than seven consecutive days, then the drought level can officially be changed to moderate.

## **6 Recommendations**

We recommend changes to the drought triggers that reflect seasonal variation of precipitation, evapotranspiration, and water-use. In the warmer months, when evapotranspiration is high and precipitation is reduced, consumers are using more water. They use more water for landscaping, recreation, and cooling. In preparation for this predictable increase in demand and reduced reservoir levels, the utility needs to have the reservoir very near full to ensure the longevity of the supply. Therefore, we recommend that the drought triggers reflect the seasonal variation by changing the combined

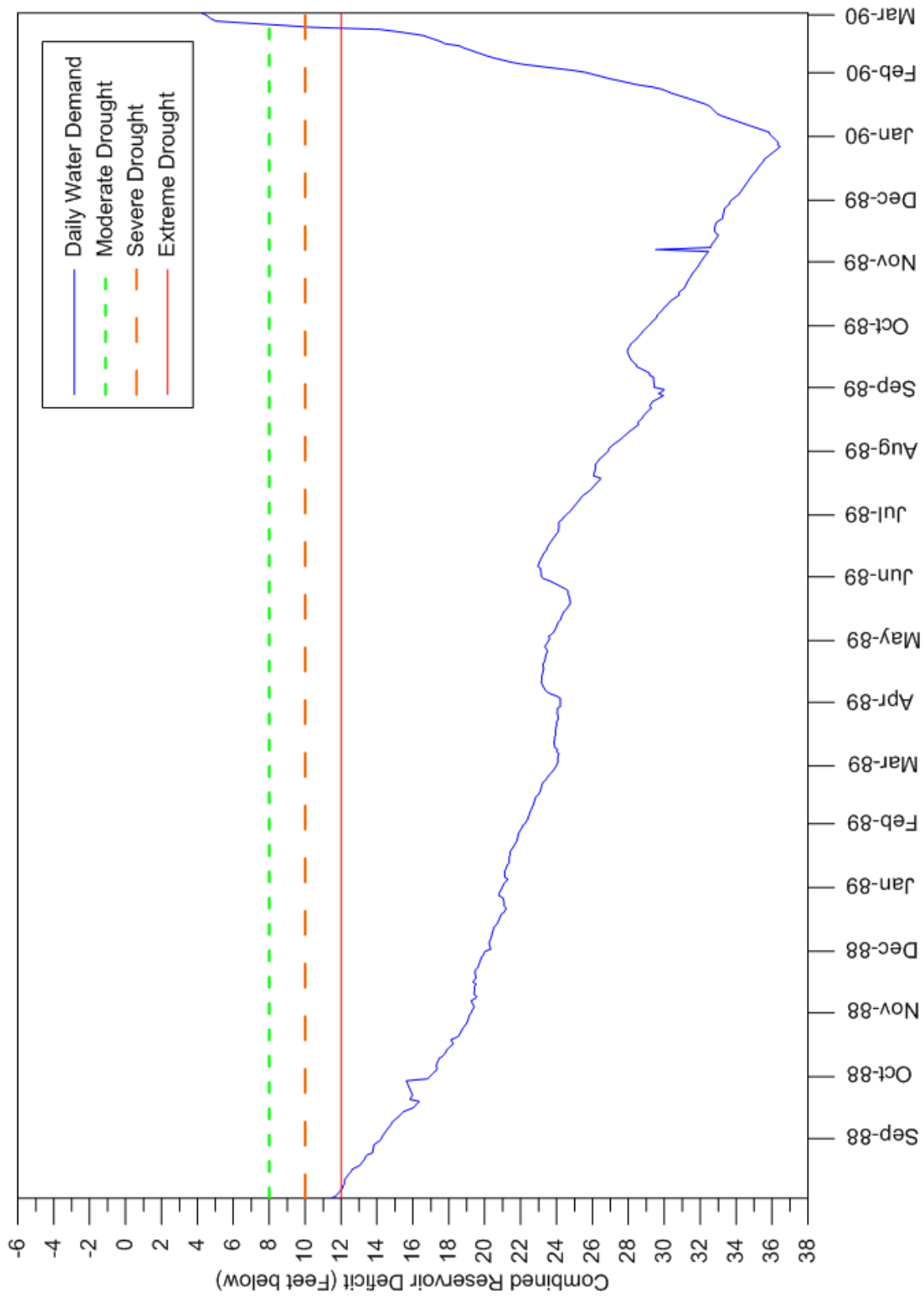


Figure 5: Combined reservoir deficit in Bloomington, IL from 1988-1990.

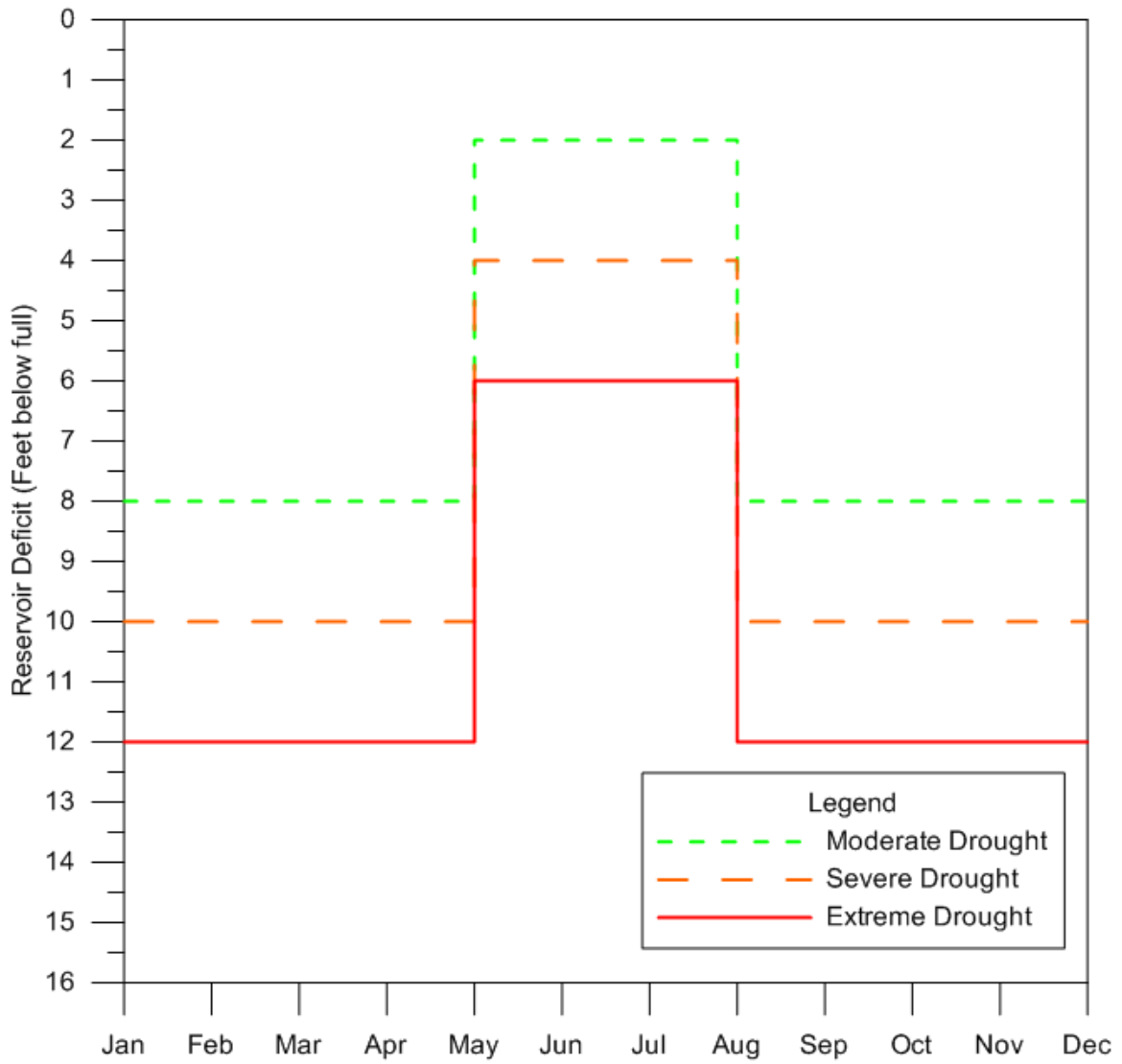


Figure 6: Proposed drought triggers for the City of Bloomington, IL.

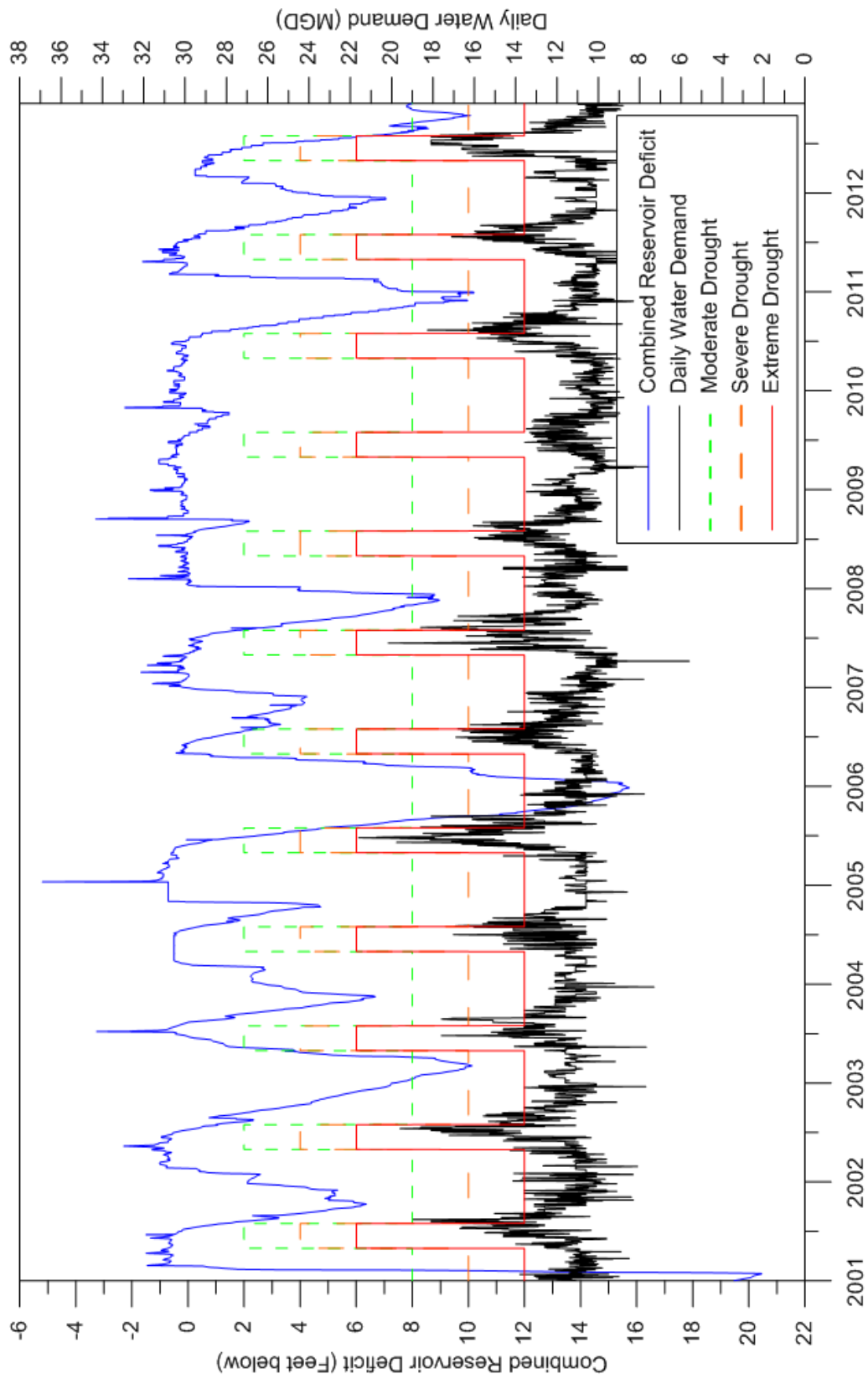


Figure 7: Proposed drought triggers for the City of Bloomington, IL, as seen with the historical water level and pumping data from 2001 through 2012.

Table 1: Recommended drought triggers for the City of Bloomington, IL drought ordinance.

<b>Drought Level</b>	<b>Combined Water Level Deficit (feet below spillway)</b>											
	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>
Moderate	8-10	8-10	8-10	8-10	2-4	2-4	2-4	8-10	8-10	8-10	8-10	8-10
Severe	10-12	10-12	10-12	10-12	4-6	4-6	4-6	10-12	10-12	10-12	10-12	10-12
Extreme	>12	>12	>12	>12	>6	>6	>6	>12	>12	>12	>12	>12

deficit triggers from May through July. For those months, the moderate drought level is triggered at a combined deficit of 2-4 feet, severe drought at a combined deficit of 4-6 feet, and extreme drought at a combined deficit of greater than 6 feet. Table 1 shows the recommended changes.

We also recommend that a discussion of drought cessation be added to the ordinance. The cessation of the drought should be triggered when the lower level drought conditions have been maintained for seven consecutive days. This ensures that the drought change is not temporary and will not cause repeated changes from one level of drought to the next which can cause public confusion.

FOR COUNCIL: January 28, 2013

**SUBJECT:** Proposed Ordinance Amending City Code, Chapter 44. Zoning, Sections 44.3-2, 44.6-30, 44.4-4, and Table 44.6-30

**RECOMMENDATION/MOTION:** That the Text Amendment to be approved and the Ordinance passed.

**STRATEGIC PLAN LINK:** Goal 3 - Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:** Objective 3.d. - expand retail business. These changes will allow for a new business model to operate within the City with less interference, while maintaining the City's obligation to protect the health, and safety of its citizens.

**BACKGROUND:** Several months ago staff was approached by entrepreneurs with a desire to operate what has now been defined as "mobile food vending" on private property. As we reviewed their desires against the City's Zoning Ordinance it was determined that unnecessary restrictions were being placed on the operation due to outdated language and concepts. These concepts placed seasonal restrictions on operations; restricted access to customer centers based on zoning classification; and made permitting of the operations burdensome to both the operator and the City's staff.

After reviewing the needs of the business and staff's need to maintain the integrity of the Zoning Ordinance, proposed changes to Chapter 44 were presented to the Planning Commission on January 9, 2013. After discussing the background leading to the changes and deliberating the business model with Stefan Block of *Two Blokes and a Bus*, the Planning Commission voted unanimously to recommend the City Council approve the text amendment to the Bloomington City Code, Chapter 44.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Notice of this case was published in the local paper as well as the business bringing the issue to light. Since this type of operation is not specific to any particular parcel of land or person, no specific notices were sent or signage placed.

**FINANCIAL IMPACT:** This change in ordinance will allow for a new retail business to operate and generate sales taxes for the City. Staff does not have an estimate for the potential taxes generated from this endeavor. In addition to the annual permit fee collected by the Planning and Code Enforcement Department, staff time to process applications will be reduced.

Respectfully submitted for Council consideration.

Prepared by: Mark R. Huber, Director of PACE

Financial & Budgetary review by: Timothy L. Ervin, Budget Officer

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Ordinance  
Attachment 2. Unapproved Planning Commission Minutes – January 9, 2013

---

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



ORDINANCE 2013 - \_\_\_\_\_

AN ORDINANCE AMENDING CHAPTER 44 OF THE BLOOMINGTON CITY CODE

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

**SECTION 1.** That the Bloomington City Code, 1960, as amended, be further amended by: Underlined text is new and ~~strikethrough~~ text is to be removed.

Adding the following definition, alphabetically to Section 44.3-2, Chapter 44

Mobile Food and Beverage Vendor - a self-contained food service operation, licensed by the McLean County Health Department and located in a readily movable motorized wheeled or towed vehicle, used to store, prepare, display or serve food intended for individual portion service.

\*\*\*\*\*

Modifying Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District by adding:

(17) If a "13" appears in a column the use is permitted as an accessory use in that zoning district subject to the requirements of section 44.4-4 G, Mobile Food and Beverage Vendor Business.

\*\*\*\*\*

Modifying Table 44.6-30 by:

Inserting the use "Mobile Food and Beverage Vendor" alphabetically in subsection E, Eating, Drinking Establishments, of the table and placing a "13" in the: S-1, S-2, S-5, C-1, C-2, C-3, B-1, B-2, B-3, M-1, M-2, and W-1 columns.

\*\*\*\*\*

Modifying Section 44.4-4 as follows.

2. Temporary sales of goods and services may be conducted on the premises of business in any non-residential zoning district as long as the sale complies with the following restrictions:

(a) No more than three (3) itinerant sales are held on the same premises during any calendar year.

(b) The duration of said sales shall be limited to no more than three (3) consecutive days and during the regular hours of the principal business.

(c) Sales by other than the principal business itself must be licensed by the City of Bloomington. Such license shall be granted upon submission of the following:

(1) Description of goods/services to be sold;

- (2) Duration of the sale including time of operation;
- (3) Site plan showing the location of the proposed sale approved by the Planning and Code Enforcement Department;
- (4) Consent of the principal business owner/property owner;
- (5) A surety bond of at least \$3,000.00;
- (6) A minimum of \$20,000 in liability insurance;
- (7) Arrangements for customer parking;
- (8) Arrangements for use of the principal business or owners sanitary facilities, if any;
- (9) IRS Tax Identification No.;
- (10) Illinois Sale Tax Number;
- (11) Address and telephone number of the home base of the transient business;
- (12) Name, address and home and local telephone numbers of the person in charge of the transient business;
- (13) Plans for temporary structures that may be constructed/installed for the use of the transient business approved by the Planning and Code Enforcement Department; and
- (14) \$25 \$50.00 filing fee per location or an annual fee of \$250.00 shall be applicable for Mobile Food Vending operations per section 44.4-4 G.

~~G. Portable Food Mobile Food and Beverage Vending Businesses in Business Districts and Manufacturing and Warehousing Districts, the S-2 Public Lands and Institutions District, and the S-5 Airport District.~~

~~Portable food and beverage vending businesses are permitted as accessory uses in the Business Districts, the S-2 Public Lands and Institutions District, and the S-5 Airport District, and Manufacturing and Warehousing Districts cited in Section 44.5-1 of this Code annually from April 1st through October 30th subject to the following restrictions:~~

1. ~~Portable Mobile~~ Mobile food and beverage vending businesses operated by other than the principal use itself must be licensed by the City of Bloomington. Such single location license shall be granted upon submission of the same information required for a temporary sales business as required by Section 44.4-4 F.2. (c) of this Code. An annual license holder shall not be required to provide site specific information as part of their application but shall be responsible for meeting the standards as written.

2. ~~Portable Mobile~~ Mobile food and beverage vending businesses operated by the principal use itself shall not be required to have the license, bond, liability insurance, etc. but shall be registered with the City of Bloomington. Said registration shall require the submission of the following information:

- (a) description of goods to be sold;
- (b) hours of operation;
- (c) site plan showing proposed location of such business; and
- (d) name, address and local telephone numbers of the person in charge of the portable food and beverage vending business.

3. ~~Portable~~ Mobile food and beverage vending businesses shall comply with the requirements of Section 44.4-4 F.2. (e) through (k) of this Code for temporary sales. (Ordinance No. 2006-137)

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

**SECTION 3.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 4.** This ordinance shall be effective ten (10) days after the date of its publication.

**SECTION 5.** This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this \_\_\_\_\_ day of February, 2013.

APPROVED this \_\_\_\_\_ day of February, 2013.

APPROVED:

\_\_\_\_\_  
Stephen F. Stockton, Mayor

ATTEST:

\_\_\_\_\_  
Tracey Covert, City Clerk

**UNAPPROVED MINUTES  
BLOOMINGTON PLANNING COMMISSION  
REGULAR MEETING,  
WEDNESDAY, JANUARY 9, 2013, 4:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
109 E. OLIVE ST., BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. J Balmer, Chairperson Stan Cain, Mr. Rex Diamond, Mrs. Julie Morton, Mr. Jim Pearson, Mr. David Stanczak, Mr. Charles Stuckey (arrived 4:04), Mr. Robert Wills

**MEMBERS ABSENT:** Mr. Bill Schulz

**OTHERS PRESENT:** Mr. Mark Huber, Director PACE Department  
Mr. Kevin Kothe, City Engineer  
Mr. Mark Woolard, City Planner

**CALL TO ORDER:** Chairperson Cain called the meeting to order at 4:00 P.M.

**ROLL CALL:** Mr. Woolard called the roll. A quorum was present.

**PUBLIC COMMENT:**

**MINUTES:** The Commission reviewed the December 12, 2012 minutes. On page one “December 14”, is to be “December 12” and near the bottom of that page “need” is to change to “needs”. The first phrase under New Business is to be deleted. Mr. Pearson moved to approve the December 14, 2012 minutes as corrected. Mr. Balmer seconded the motion which passed by a vote of 8 to 0 with the following votes being cast on roll call:

Mr. Cain--yes; Mr. Stuckey--yes; Mr. Wills--yes; Mrs. Morton--present; Mr. Pearson--yes; Mr. Balmer--yes; Mr. Schulz--absent; Mr. Stanczak--yes; Mr. Diamond--yes.

**REGULAR AGENDA:**

**Z-07-12.** Public hearing and review on the petition submitted by the City of Bloomington, Illinois, a municipal corporation, requesting the amendment of Chapter 44 (Zoning), of the Bloomington City Code, Section 44.3-2, Definitions and Section 44.4-4, Accessory Buildings and Uses and Section 44.6-30, Table of Authorized Uses Principal Uses in Each Zoning District to address Mobile Food and Beverage Vendor.

Chairperson Cain introduced the petition. Mr. Huber explained the code does not fit well for mobile businesses. It addresses seasonal uses and permitting is required for any location. The changes will make it easier for the vendors to operate.

Chairperson Cain opened the public hearing and asked if there were any members of the audience who wished to speak in favor, opposition or who had questions concerning the case and no one spoke regarding the petition.

Mr. Wills questioned the number of sales in the ordinance. Mr. Huber explained that was intended for garage sales.

Stephen Block, of 710 E. Bell explained the mobile sales has been his dream and his objective is to serve great food with something special and said the change organizes the code and makes it

easier. Mr. Wills asked if he had any concerns with the amendment and Mr. Block stated it is great.

Mr. Huber explained that if the vendor does not have permission to be on the site that would be trespassing. He continued with how now every time they want to move they must get approval. There was a discussion on the reference to licensing and how some foods are not licensed by the health department.

Chairperson Cain closed the public hearing.

Mr. Stanczak moved to recommend approval of Case Z-07-12 to City Council. Mr. Balmer seconded the motion which passed by a vote of 8 to 0 with the following votes being cast on roll call:

Mr. Cain--yes; Mr. Stuckey--yes; Mr. Wills--yes; Mrs. Morton--yes; Mr. Pearson--yes; Mr. Balmer--yes; Mr. Schulz--absent; Mr. Stanczak--yes; Mr. Diamond--yes.

FOR COUNCIL: January 28, 2013

**SUBJECT:** Presentation of the FY2012 Comprehensive Financial Annual Reports as Audited

**RECOMMENDATION/MOTION:** N/A

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1.a. - The production of the City's annual financial statements and completion of the annual audit process by a qualified independent entity outside the City provides assurance of the City's financial status and internal control framework.

**BACKGROUND:** The City's Comprehensive Annual Financial Statements (CAFR's) for both the City and the U.S. Cellular Coliseum were issued on December 21, 2012 by Sikich, LLP an independent audit firm who provided an unqualified or "clean" opinion on both financials. An unqualified opinion means the financial statements have been audited to gain reasonable assurance that the financial statements present fairly, in all material respects. Sikich conducts its annual audits in accordance with auditing standards generally accepted in the United States of America and standards issued by the Comptroller General of the United States. Both audits have been filed with all appropriate agencies. The audits have also been posted on the City's website and previously forwarded to the Council.

The Council has also been forwarded separate financial statements for the Library Foundation, Foreign Fire Insurance Board, and the Police and Fire Pension Funds. These funds conduct their own record keeping and transacting and therefore have separate independent audits conducted under the same auditing standards as the City. The resulting financial statements are incorporated into the City's CAFR as these are funds of the City.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** An unqualified audit opinion is a major factor in maintaining the Cities credit rating which is a solid "AA". A reaffirmation of the Cities credit rating or credit rating increase; translates into real dollars through lower borrowing rates.

Respectfully submitted for Council consideration.

Prepared by & Financial Review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

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Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



FOR COUNCIL: January 28, 2013

**SUBJECT:** Presentation of Proposed General Resurfacing and Street and Alley Repair for CY2013

**RECOMMENDATION/MOTION:** None. (*Presentation only*)

**STRATEGIC PLAN LINK:** Goal 2 - Upgrade City Infrastructure and Facilities, Goal 3 - Strong Neighborhoods, and Goal 5 – Great Place – Livable and Sustainable City by maintaining the street infrastructure within the City.

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 2.a., 3.d. and 5.a. - The pavement management program for the City will provide good stewardship by maintaining the existing pavement infrastructure.

**BACKGROUND:** The Public Works Department has put together a 2013 Pavement Management Program which takes a systematic and comprehensive approach to maintaining the existing pavement within the city. The \$4,000,000 budget for the upcoming construction season (Spring FY2013 & FY2014) is an increase of \$500,000 from last year.

	<b>Contract Dollar Range</b>	<b>Percentage</b>
2013 General Resurfacing – large streets	\$2,590,000	65%
2013 Street and Alley Repair		
-Small Streets	\$1,000,000	25%
-Patching Areas	\$ 100,000	2.5%
-Alley Resurfacing	\$ 60,000	1.5%
Shoulder Repair	\$ 50,000	1%
2013 Preservation Program	\$ 200,000	5%
<b>TOTAL:</b>	<b>\$4,000,000</b>	<b>100%</b>

During the 2011 construction season \$2,450,000 was spend on the resurfacing program whereas \$3,500,000 was budgeted for the 2012 construction season.

In order to get work started as early as possible in the 2013 fiscal year, the following schedule is recommended:

*January 28, 2013* Present 2013 Pavement Management Program to the City Council. Allow for evaluation and input by the City Council.

*February 11, 2013* City Council to approve final locations for each contract. The locations need to be finalized without further modifications so that underground infrastructure investigation and surface inlet structures can be inspected in order for repairs to be included in the contract specifications prior to bidding. Staff is moving toward a process of reviewing all infrastructure prior to any resurfacing work.



<i>March 25, 2013</i>	Advertise for bids for 2013 Street and Alley Repair.
<i>March 25, 2013</i>	Advertise for bids for 2013 General Resurfacing.
<i>March 25, 2013</i>	Negotiate 2013 Pavement Preservation.
<i>March 25, 2013</i>	Council approves Intergovernmental Agreement with McLean County for shoulder work to be done by McLean County Highway Department.
<i>April 8, 2013</i>	Open bids for 2013 General Resurfacing.
<i>April 8, 2013</i>	Open bids for 2013 Street and Alley Repair.
<i>April 22, 2013</i>	Council approves contract for 2013 Street and Alley Repair.
<i>April 22, 2013</i>	Council approves contract for 2013 General Resurfacing.
<i>April 22, 2013</i>	Council approves contract for 2013 Pavement Preservation.
<i>September 30, 2013</i>	Work complete for 2013 Pavement Management Program.

Last year the General Resurfacing and the Street and Alley Repair projects were bid. The Pavement Preservation contract was negotiated as there was only one bidder for the Pavement Preservation contract in 2011 since the Reclamite Preservative treatment is a proprietary product and only Corrective Asphalt Materials is licensed to serve this area of the Midwest.

The Public Works Department has been in discussions with the McLean County Highway Department regarding shoulder maintenance work for City maintained streets. Over time shoulder stone migrates towards the ditch leaving the edge of pavement exposed which can accelerate pavement deterioration along the edge. Doing shoulder maintenance work efficiently requires special equipment that local contractors do not have. The County Highway Department has equipment and personnel trained for maintaining aggregate shoulders along rural roads and highways. The Highway Department uses their equipment every spring to do maintenance work along their roads. Adding the 13 miles of City streets with stone shoulders to their work each spring is something they are willing to consider through an intergovernmental agreement. Staff intends to bring such an agreement to Council for consideration in the near future.

The Public Works Department has evaluated the merits of including a comprehensive curb and gutter replacement when resurfacing various streets with poor curb and gutter. Prices for curb and gutter can vary greatly depending on the amount and location of the work. In general replacing curb and gutter along with the resurfacing work will double the cost. It is recommended the City continue with the current practice of replacing bad curb and gutter at select locations.

In order to comply with the American with Disabilities Act, the City is required to bring sidewalk ramps into compliance when resurfacing a street. The costs associated with bringing sidewalk ramps into compliance will come out of each of the resurfacing project budgets.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** None.

**FINANCIAL IMPACT:** By starting the Pavement Management Program early in the construction season, it is anticipated favorable unit pricing will be received from the proposers. The City Manager's recommended budget for FY 2014 includes \$4,000,000 for the construction year 2013 Pavement Management Program.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

Reviewed by: John Kennedy, Director of Parks, Rec & Cultural Arts

Financial & Budgetary review by: Timothy L. Ervin, Chief Budget Officer

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Preliminary Resurfacing List for 2013 - MAP

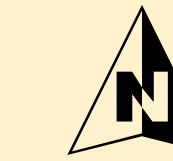
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Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

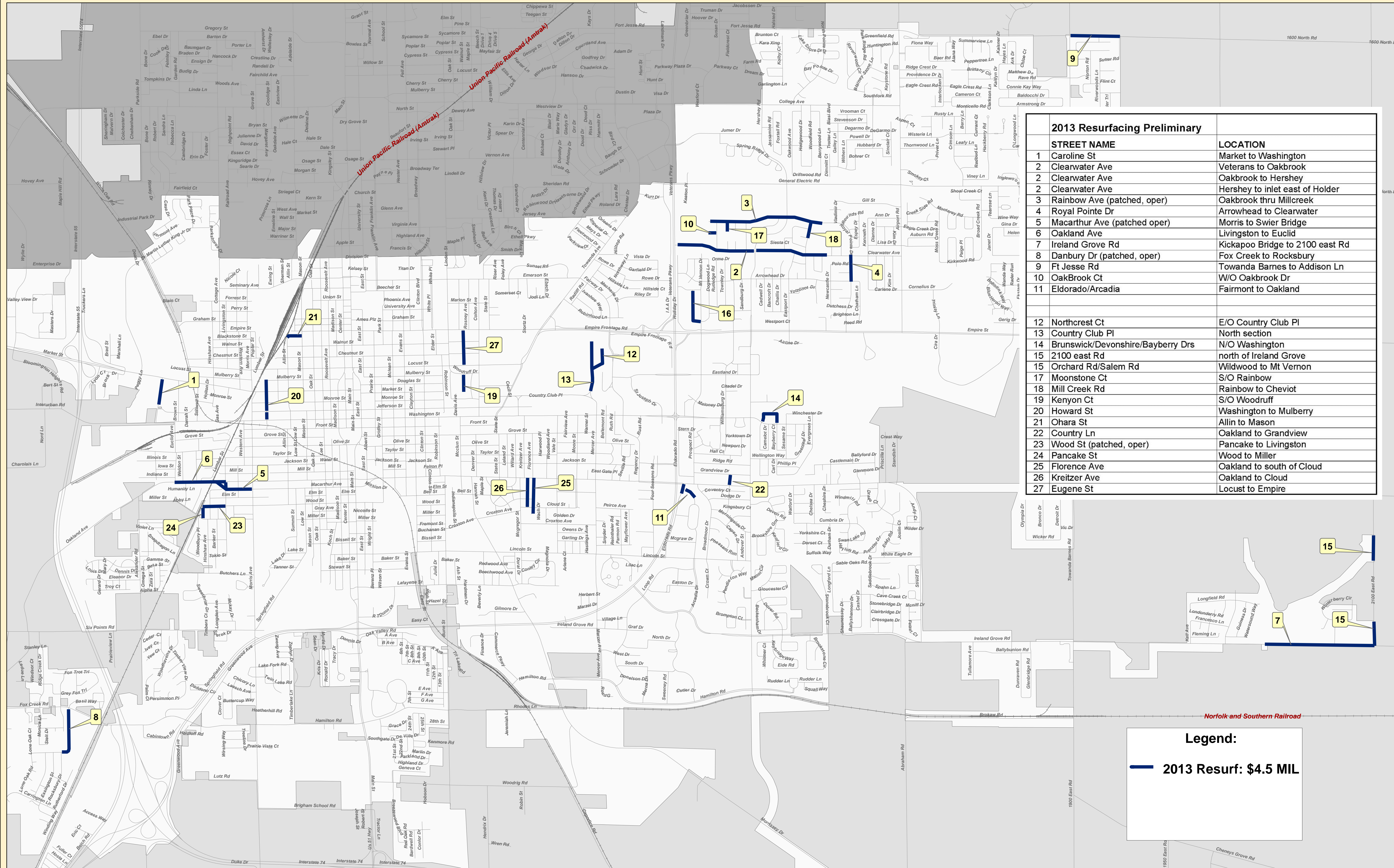
	Aye	Nay	Other		Aye	Nay	Other
Alderman Anderson				Alderman Purcell			
Alderman Fazzini				Alderman Sage			
Alderman Fruin				Alderman Schmidt			
Alderman McDade				Alderman Stearns			
Alderman Mwilambwe							
				Mayor Stockton			



# Preliminary Resurfacing List for 2013



0 1,700 3,400 6,800 Feet



2013 Resurfacing Preliminary		
STREET NAME	LOCATION	
1 Caroline St	Market to Washington	
2 Clearwater Ave	Veterans to Oakbrook	
2 Clearwater Ave	Oakbrook to Hershey	
2 Clearwater Ave	Hershey to inlet east of Holder	
3 Rainbow Ave (patched, oper)	Oakbrook thru Millcreek	
4 Royal Pointe Dr	Arrowhead to Clearwater	
5 Macarthur Ave (patched oper)	Morris to Swier Bridge	
6 Oakland Ave	Livingston to Euclid	
7 Ireland Grove Rd	Kickapoo Bridge to 2100 east Rd	
8 Danbury Dr (patched, oper)	Fox Creek to Rocksbury	
9 Ft Jesse Rd	Towanda Barnes to Addison Ln	
10 Oakbrook Ct	W/O Oakbrook Dr	
11 Eldorado/Arcadia	Fairmont to Oakland	
12 Northcrest Ct	E/O Country Club Pl	
13 Country Club Pl	North section	
14 Brunswick/Devonshire/Bayberry Drs	N/O Washington	
15 2100 east Rd	north of Ireland Grove	
15 Orchard Rd/Salem Rd	Wildwood to Mt Vernon	
17 Moonstone Ct	S/O Rainbow	
18 Mill Creek Rd	Rainbow to Cheviot	
19 Kenyon Ct	S/O Woodruff	
20 Howard St	Washington to Mulberry	
21 Ohara St	Allin to Mason	
22 Country Ln	Oakland to Grandview	
23 Wood St (patched, oper)	Pancake to Livingston	
24 Pancake St	Wood to Miller	
25 Florence Ave	Oakland to south of Cloud	
26 Kreitzer Ave	Oakland to Cloud	
27 Eugene St	Locust to Empire	

**Legend:**

2013 Resurf: \$4.5 MIL



FOR COUNCIL: January 28, 2013

**SUBJECT:** Wirtz Beverage Property Tax Abatement

**RECOMMENDATION/MOTION:** That the proposed property tax abatement agreement, executed by the Board of Trustees of the Bloomington Public Library, be approved, and the Resolution adopted.

**STRATEGIC PLAN LINK:** Goal 4 - Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4.b. - Attraction of new targeted business.

**BACKGROUND:** Wirtz Beverage Illinois is an affiliate of Chicago-based Wirtz Corporation, which has interests in banking, real estate, insurance, sports, entertainment and wholesale distribution. The project in question would build a new mid-state headquarters facility for Wirtz Beverage Illinois on the west side of Bloomington-Normal, just north of IL-9. The property commonly located north of Valley View Drive, west of Wyle Drive, and south of Enterprise Drive.

This facility would serve several functions. First, it would serve as a warehouse facility for the company's distribution of wine, spirits and beer to many customers in the Bloomington/Normal area as well as other downstate communities. Secondly, the facility would serve as a sales headquarters, wherein representatives from all around the region could gather for regular meetings. Lastly, the facility would include office space in order to support operations.

In all, this new-construction project would invest a minimum of \$7.25 million into taxable property in Bloomington and would locate at least 120 jobs here. These jobs would carry an average wage of \$46,100, which is significantly higher than the area per-capita income level of \$28,167.<sup>1</sup> Further, this project would fall into the category of logistics and warehousing – one of five industries specifically targeted as part of the new five-year strategic plan for economic development in the twin cities.

Wirtz is requesting a five-year freeze on the real taxes owed on the site in question. The freeze, if approved by the taxing bodies, would allow Wirtz to pay the same amount of taxes as was owed on the site in 2011 and hold that amount steady for the next five years while the company invests into the site. After the period of five years is over, the company's taxes will rise to take into account the new investment. At that point, all taxing bodies would begin to collect the full amount of post-investment taxes.

This incentive is necessary in order to make the project financially viable. The company has options to either build fresh in Peoria or upgrade an existing facility in Peoria to accommodate the project. The company has indicated their preference to locate in Bloomington if they can make the project feasible.

As proposed, this arrangement protects the taxing bodies by guaranteeing that they will collect the existing pre-project level of property taxes throughout the next five years. Simultaneously,

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<sup>1</sup> US Census Bureau, American Community Survey 5-year estimate for McLean County, Table B19301

this would allow Wirtz to realize the economic benefits of their new investment for five years before paying the full amount of property taxes on that investment.

The amount of abated tax will vary from taxing body to taxing body based on the size of each taxing body’s specific levy (an estimate of said breakdown is provided within the Financial Impact section of this memo). If one or more taxing bodies choose not to participate, this will have no effect whatsoever on taxing bodies that do choose to participate. The EDC believes that most of the taxing bodies affecting the property will support this conservative, limited-term tax incentive.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Economic Development Council for the Bloomington-Normal Area: the EDC supports this project because it will support job growth in Bloomington-Normal and will increase the property tax base through new investment. The total proposed incentive package to Wirtz is both reasonable in size and will be effective in winning the project. They strongly encourage local leaders to support this ordinance. To date, the following taxing bodies have approved the property tax abatement under their jurisdiction: McLean County, City of Bloomington, Bloomington-Normal Airport Authority, Unit 5 and Heartland Community College.

**FINANCIAL IMPACT:** The tables below were provided by the EDC and demonstrate the potential value of the capital investment and related property tax abatement as proposed for each of the taxing bodies affecting the parcel.

<b>Project Assumptions:</b>	
Current EAV on property:	\$5,195
New Construction on Building:	\$7,250,000
EAV Increase on Building:	\$2,416,667 estimated @ 1/3 new investment cost
Final EAV after Project:	\$2,421,862

<b>Taxing Body</b>	<b>Tax Rate 2011</b>	<b>Real Tax 2011</b>	<b>Est. Future Tax (same rate)</b>	<b>Abatement (per year)</b>
McLean County	0.91571	\$48	\$22,177.23	\$22,130
City of Bloomington	1.05955	\$55	\$25,660.84	\$25,606
BN Water Reclamation Dist.	0.1639	\$9	\$3,969.43	\$3,961
BLM-NRM Airport Authority	0.15486	\$8	\$3,750.49	\$3,742
CUSD Unit 5 Normal	4.73499	\$246	\$114,674.91	\$114,429
City of Bloomington Township	0.14328	\$7*	\$3,470.04	\$3,463
City of Bloomington Library	0.25073	\$13	\$6,072.33	\$6,059
Heartland Community College	0.47584	\$25	\$11,524.19	\$11,499
<b>Total</b>	<b>7.89886</b>	<b>\$403</b>	<b>\$191,299</b>	<b>\$190,890</b>

<b>Value of abatement after 5 years:</b>	<b>% of Project Costs</b>
<b>\$954,448</b>	<b>13.16%</b>

*\*Estimated based on township levy existing EAV on property*

There are a number of other ways in which this project will be beneficial to the community outside of the basic jobs and capital investment figures. As these aspects are difficult to quantify, an overview of the potential positive effects of this project are outlined below:

- An informal economic impact analysis via IMPLAN shows that the payroll spending associated with this project will support 43.3 additional jobs in the community. This is a very rough estimate derived from using the company's list of positions and the stock IMPLAN matrix of consumer expenditures.
- The facility will serve as a mid-state sales headquarters, which means the building will be the meeting point for the entire mid-state sales team. This will bring a continual stream of visitors to the facility and will entail opportunities for local firms to provide catering and entertainment for sales meetings.
- As the dispatch point for delivery vehicles, it could be expected that fuel sales near the facility will increase; possibly also an increase in nearby vehicle maintenance services.
- The building project is being designed by a local engineering/architectural firm.
- Local labor may be used in the construction of the facility.
- Employees may ultimately buy or rent housing in the Bloomington-Normal Area.

Respectfully submitted for Council consideration.

Prepared by: Justine Robinson, Economic Development Coordinator

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Attachments:** Attachment 1. Property Survey  
Attachment 2. Parcel Assessment Information  
Attachment 3. Resolution  
Attachment 4. Tax Abatement Agreement

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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



Parcel Information Search System

Display Control

NOTE: If you plan on printing information, it is best to click the Printer Friendly button before you select items in the Display Control.

- Assessment History  
  Forfeiture Information  
  Parcel Photos  
  Tax Sale and Redemption  
 Billing and Payment  
 General Information  
 Soil Survey Information  
 Taxing Body  
 Exemption History  
 GIS Map Information

Update Display

Search Again

Printer Friendly

Check the items you want to display and click "Update Display".  
If an item is greyed out, no information is available for that section.

Property Details

Parcel Number	13-36-400-012
Township	CITY OF BLOOMINGTON
Property Class	0021 - Farmland
Tax Status	Taxable
Acres	19.8200
Tax Code	4054
Legal Description	SEC 36 24 1E PT SE - BEG 2295.04' N SE COR, W713.45', S1112.94', E TO E LN, N TO POB
Direct Link to This Parcel	<a href="http://webapp.mcleancountyil.gov/webapps/Tax/taxparcelinfo.aspx?parcel=1336400012">http://webapp.mcleancountyil.gov/webapps/Tax/taxparcelinfo.aspx?parcel=1336400012</a>

Notice Mailing Address

1805 W WASHINGTON ST  
BLOOMINGTON IL 617013703  
[Change of Address Form](#)

Property Address

Click the button below for Property Address information.

[Map The Selected Parcel](#)

Tax Bill Mailing Address

Same as Notice Address

Parcel Assessment Information

Year	Farm Land	Farm Building	Land/Lot	Buildings	Total
2011 Payable in 2012	\$5,195.00	\$0.00	\$0.00	\$0.00	\$5,195.00
2010 Payable in 2011	\$4,723.00	\$0.00	\$0.00	\$0.00	\$4,723.00
2009 Payable in 2010	\$4,294.00	\$0.00	\$0.00	\$0.00	\$4,294.00
2008 Payable in 2009	\$3,774.00	\$0.00	\$0.00	\$0.00	\$3,774.00
2007 Payable in 2008	\$3,431.00	\$0.00	\$0.00	\$0.00	\$3,431.00
2006 Payable in 2007	\$3,953.00	\$0.00	\$0.00	\$0.00	\$3,953.00
2005 Payable in 2006	\$3,953.00	\$0.00	\$0.00	\$0.00	\$3,953.00
2004 Payable in 2005	\$4,392.00	\$0.00	\$0.00	\$0.00	\$4,392.00
2003 Payable in 2004	\$4,880.00	\$0.00	\$0.00	\$0.00	\$4,880.00
2002 Payable in 2003	\$5,422.00	\$0.00	\$0.00	\$0.00	\$5,422.00
2001 Payable in 2002	\$6,025.00	\$0.00	\$0.00	\$0.00	\$6,025.00

Taxing Entity Information

Select Year Range

- 2011 and 2010  
  2010 and 2009  
  2009 and 2008  
  2008 and 2007  
  2007 and 2006  
 2006 and 2005  
  2005 and 2004  
  2004 and 2003

Taxing Body	2011 Rate	2011 Tax	2010 Rate	2010 Tax
MCLEAN COUNTY	0.915710	\$47.58	0.916730	\$43.30
CITY OF BLOOMINGTON	1.059550	\$55.04	1.060130	\$50.07
B-N WATER RECLAMATION DIST	0.163900	\$8.51	0.163910	\$7.74
BLM-NRM AIRPORT AUTH	0.154860	\$8.04	0.098550	\$4.65
CUSD 5 NORMAL	4.734990	\$245.98	4.763830	\$225.00
DRY GROVE TOWNSHIP	0.117550	\$6.11	0.113720	\$5.37
DRY GROVE TWP ROAD	0.273570	\$14.21	0.277360	\$13.10
DRY GROVE-WHITE OAK MTAD	0.014260	\$0.74	0.014200	\$0.67
CITY OF BLOOMINGTON LIBRARY	0.250730	\$13.03	0.250870	\$11.85
HEARTLAND COMM COLLEGE 540	0.475840	\$24.72	0.473610	\$22.37
<b>Totals</b>	<b>8.16096</b>	<b>\$423.96</b>	<b>8.13291</b>	<b>\$384.12</b>

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE BLOOMINGTON PUBLIC LIBRARY, CONDITIONALLY AND PARTIALLY ABATING PROPERTY TAX FOR BLOOM HEARTLAND, LLC AND WIRTZ BEVERAGE ILLINOIS, LLC**

**WHEREAS**, the Board of Trustees of the Bloomington Public Library (the "Board of Trustees") is a local taxing district; and

**WHEREAS**, tax abatement is a versatile tool economic developers use for projects related to business retention and attraction; and

**WHEREAS**, the promise of financial assistance can make the difference in a company's decision regarding the location of their project or their eagerness to expand; and

**WHEREAS**, the Economic Development Council of the Bloomington-Normal Area ("EDC"), along with Bloom Heartland, LLC ("Bloom Heartland") and Wirtz Beverage Illinois, LLC, ("Wirtz Beverage") have asked for tax abatements on the part of the local taxing bodies in support of Wirtz Beverage's relocation to Bloomington; and

**WHEREAS**, all parties believe the economic development impact of this project will ultimately be advantageous to the community as a whole, through capital investment and job growth which stimulates retail growth, sales tax generation, diversification and economic vitality; and

**WHEREAS**, Wirtz Beverage wishes to relocate its mid-state headquarters facility to a new facility to be constructed (the "New Facility") on a parcel of land within Interchange West Subdivision, Bloomington, Illinois, which land is defined in the Tax Abatement Agreement attached hereto and incorporated herein by reference (the "Agreement") as the "Property"; and

**WHEREAS**, the current equalized assessed value of the tax parcel, of which the Property is a part, is described in the Parcel Assessment Information attached hereto; and

**WHEREAS**, Illinois Statute 35 ILCS 200/18-165(a), in pertinent part, provides that:

*Any taxing district, upon a majority vote of its governing authority, may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:*

(1) *Commercial and industrial.*

(A) *The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]*

**WHEREAS**, Wirtz Beverage is a distributor of spirits, wine, and beer that has an opportunity to relocate its operations; and

**WHEREAS**, an estimated \$7.25 million of investment will be made into the Property during the course of this Agreement; and

**WHEREAS**, Bloom Heartland and Wirtz Beverage are requesting that the Board of Trustees grant their request for said abatement as such abatement is more particularly described in this Resolution, provided Bloom Heartland and Wirtz Beverage satisfy the further terms and conditions set forth herein and in the Agreement; and

**WHEREAS**, the Board of Trustees is willing to grant such an abatement to Bloom Heartland and Wirtz Beverage in accordance with the terms and conditions set forth in this Agreement;



**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON PUBLIC LIBRARY, AS FOLLOWS:**

**SECTION ONE:** The Agreement is hereby approved and the Mayor is hereby authorized and directed to enter into the Agreement on behalf of the Board of Trustees.

**SECTION TWO:** The McLean County Clerk is hereby ordered to abate that portion of real estate taxes levied against the Property that are attributable to an increase in assessed value arising solely from capital improvements made by Bloom Heartland or Wirtz Beverage to the Property after execution of the Agreement and prior to December 31, 2014 ("Eligible Improvements"), beginning with taxes levied in 2014 (payable in 2015) and continuing for taxes levied in 2015 (payable in 2016), 2016 (payable in 2017), 2017 (payable in 2018), and 2018 (payable in 2019), subject however to cancellation and termination as hereafter provided.

**SECTION THREE:** The partial tax abatement provided in Section Two shall terminate immediately upon written notice from the Superintendent that, at any time during the term of the Agreement after December 31, 2014:

1. Wirtz Beverage has failed to employ at least 120 employees at the New Facility;  
or
2. Wirtz Beverage and Bloom Heartland have failed to expend at least \$7.25 million for land acquisition and capital improvements related to the New Facility, including without limitation costs of land acquisition, site work, building construction, furniture, fixtures, and equipment.

In addition, at the sole discretion of the Board of Trustees, the Board of Trustees may terminate the Agreement at any time when Bloom Heartland or Wirtz Beverage is in material breach of this Agreement and has not cured such material breach within 60 days after written notice thereof from the Board of Trustees.

**SECTION FOUR:** The following conditions apply to the ongoing obligation to partially abate real estate taxes set forth in Section One above:

- a. Bloom Heartland and Wirtz Beverage agree, warrant and represent that they shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Property.
- b. Bloom Heartland and Wirtz Beverage shall provide access to and authorize inspection of the Property upon request of the City to ensure that the improvements are made according to the specifications and conditions of the Agreement. This audit will be the responsibility of the EDC to perform, and will occur no more than once annually.

**SECTION FIVE:** In the event the Agreement is terminated prior to its natural expiration due to Bloom Heartland's or Wirtz Beverage's material breach of any provision of the Agreement, including, but not limited to Wirtz Beverage relocating all or substantially all of the New Facility outside the taxing district, then all taxes abated by the Board of Trustees pursuant to this Ordinance shall be due and payable to the Board of Trustees and the abatement of taxes pursuant to Section Two shall immediately cease.

**SECTION SIX:** Pursuant to the Agreement, the Board of Trustees may extend the date set forth in Section Three a.1. and 2. of the Agreement if Bloom Heartland or Wirtz Beverage reasonably demonstrates the necessity for any such extension(s).

**SECTION SEVEN:** Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

**SECTION EIGHT:** This Resolution shall be in full force and effect upon its passage.

**PASSED BY THE BOARD OF TRUSTEES OF THE BLOOMINGTON PUBLIC LIBRARY,  
THIS \_\_\_\_<sup>TH</sup> DAY OF JANUARY, 2013.**

**AYES:** \_\_\_\_\_

**NAYS:** \_\_\_\_\_

**ABSENT:** \_\_\_\_\_

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Clerk

## TAX ABATEMENT AGREEMENT

This Tax Abatement Agreement (the "Agreement") is made this \_\_\_ day of \_\_\_\_\_, 2013, between the Board of Trustees of the Bloomington Public Library (the "Board of Trustees") acting herein \_\_\_\_\_, its \_\_\_\_\_, hereunto authorized, Bloom Heartland, LLC ("Bloom Heartland"), a Delaware limited liability company, acting herein by \_\_\_\_\_, its \_\_\_\_\_, hereunto authorized, and Wirtz Beverage Illinois, LLC, ("Wirtz Beverage") an Illinois limited liability company, acting herein by \_\_\_\_\_, its \_\_\_\_\_, hereunto authorized.

WHEREAS, tax abatement is a versatile tool economic developers use for projects related to business retention and attraction; and

WHEREAS, the promise of financial assistance can make the difference in a company's decision regarding the location of their project or their eagerness to expand; and

WHEREAS, the Economic Development Council of the Bloomington-Normal Area ("EDC"), along with Bloom Heartland and Wirtz Beverage, have asked for tax abatements on the part of the local taxing bodies in support of Wirtz Beverage's relocation to Bloomington; and

WHEREAS, all parties believe the economic development impact of this project will ultimately be advantageous to the community as a whole, through capital investment and job growth which stimulates retail growth, sales tax generation, diversification and economic vitality; and

WHEREAS, Wirtz Beverage wishes to relocate its mid-state headquarters facility to a new facility to be constructed (the "New Facility") on a parcel of land within Interchange West Subdivision, Bloomington, Illinois, which land is generally depicted on the survey attached hereto (the "Property"); and

WHEREAS, Bloom Heartland is the contract purchaser of the Property; and

WHEREAS, Bloom Heartland and Wirtz Beverage intend to enter into a lease agreement pursuant to which Bloom Heartland, as lessor, will lease the New Facility to Wirtz Beverage (the "Lease"); and

WHEREAS, the Property is a portion of a larger parcel designated as tax parcel 13-36-400-012 (the "Tax Parcel"), which is 19.820 acres in size; and

WHEREAS, for purposes of this Agreement, the "Base EAV" of the Property will be deemed to be the 2011 assessed value of the Tax Parcel multiplied by a percentage equal to the ratio of the acreage of the Property to the acreage of the Tax Parcel (19.820 acres); and

WHEREAS, Illinois Statute 35 ILCS 200/18-165(a), in pertinent part, provides that:

*Any taxing district, upon a majority vote of its governing authority, may, after the determination of the assessed valuation of its property, order the clerk of that county to abate any portion of its taxes on the following types of property:*

(1) *Commercial and industrial.*

(A) *The property of any commercial or industrial firm. . . . The abatement shall not exceed a period of 10 years and the aggregate amount of abated taxes for all taxing districts combined shall not exceed \$4,000,000[;]*

WHEREAS, Wirtz Beverage is a distributor of spirits, wine, and beer that has an opportunity to relocate its operations; and

WHEREAS, an estimated \$7.25 million of investment will be made into the Property during the course of this Agreement; and

WHEREAS, Bloom Heartland and Wirtz Beverage have requested a partial abatement of real estate property taxes for a period of five (5) years based on their improvements to the Property; and

WHEREAS, Bloom Heartland and Wirtz Beverage are requesting that the Board of Trustees grant their request for said abatement as such abatement is more particularly described in this Agreement, provided Bloom Heartland and Wirtz Beverage satisfy the further terms and conditions set forth herein; and

WHEREAS, the Board of Trustees is willing to grant such an abatement to Bloom Heartland and Wirtz Beverage in accordance with the terms and conditions set forth in this Agreement;

**NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED AND OTHER VALUABLE CONSIDERATION, THE PARTIES HEREBY AGREE AS FOLLOWS:**

**SECTION ONE:** The Board of Trustees has adopted a resolution conditionally and partially abating the property taxes for the Property for a period of five years in the form attached hereto (the "Resolution"). The Board of Trustees agrees to adopt and file any other documents that may be required from time to time to effectuate the abatements, including (if necessary) annual abatement resolutions. Pursuant to Section Two of the Resolution, the portion of real estate taxes levied against the Property that are attributable to an increase in assessed value arising solely from Eligible Improvements (as defined in the Resolution) will be all real estate taxes levied against the Property, excluding only taxes arising from (i) the Base EAV or (ii) any improvements made after December 31, 2014.

**SECTION TWO:** This Agreement shall become effective upon (i) Bloom Heartland's acquisition of the Property and (ii) the execution of the Lease by Bloom Heartland and Wirtz Beverage and shall be for a term commencing upon the full approval and execution of this Agreement and continuing until the property taxes to be abated pursuant to the Resolution are fully abated.

**SECTION THREE:**

a. This Agreement is subject to early termination by the Board of Trustees immediately if, at any time during the term of this Agreement after December 31, 2014:

1. Wirtz Beverage fails to employ at least 120 employees at the New Facility; or
2. Wirtz Beverage and Bloom Heartland have failed to expend at least \$7.25 million for land acquisition and capital improvements related to the New Facility, including without limitation costs of land acquisition, site work, building construction, furniture, fixtures, and equipment.

b. In addition, at the sole discretion of the Board of Trustees, the Board of Trustees may terminate this Agreement at any time when Bloom Heartland or Wirtz Beverage is in material breach of this Agreement and has not cured such material breach within 60 days after written notice thereof from the Board of Trustees.

**SECTION FOUR:** Bloom Heartland and Wirtz Beverage agree, warrant and represent that they shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, charters, statutes, codes, orders, policies and procedures relating to the Property.

**SECTION FIVE:** For so long as this Agreement shall remain in full force and effect, Bloom Heartland and Wirtz Beverage agree to provide access to and authorize inspection of the Property upon

request of the Board of Trustees to ensure that the improvements are made according to the specifications and conditions of this Agreement. This audit will be the responsibility of the EDC to perform, and will occur no more than once annually.

**SECTION SIX:** In the event this Agreement is terminated prior to its natural expiration due to Bloom Heartland's or Wirtz Beverage's material breach of any provision of this Agreement, including, but not limited to Wirtz Beverage's relocating all or substantially all of the New Facility outside the taxing district, then all taxes abated by the Board of Trustees pursuant to this Agreement shall be repaid to the Board of Trustees within 30 days of Board of Trustees' request. Additionally, any remaining abatement shall be cancelled and the City shall direct the County Clerk to not abate any portion of property taxes on the Property.

**SECTION SEVEN:** The Board of Trustees may extend the date set forth in Section Three a.1. and 2. of this Agreement, if Bloom Heartland or Wirtz Beverage reasonably demonstrate the necessity for any such extension(s).

**SECTION EIGHT:** The Agreement constitutes the entire contract between the parties hereto, and no oral statements or promises and no understanding not embodied in this writing shall be valid or binding. Any modification of this Agreement shall be in writing and executed with the same formality as this Agreement.

**SECTION NINE:** This Agreement shall be governed by the laws of the State of Illinois. It is agreed by the parties that if any party commences suit, action or any other legal proceeding against the other, the venue shall be the Circuit Court of McLean County, Illinois. Each prevailing party in such suit, action, or proceeding has a right to recover from any adverse party its attorney's fees, court costs, and other costs of litigation.

**SECTION TEN:** Any statutory reference contained herein shall include any and all amendments thereto and replacements thereof.

**SECTION ELEVEN:** Any notice required under this Agreement shall be given to the respective parties as follows:

To Wirtz Beverage and Bloom Heartland:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To Board of Trustees of the Bloomington Public Library:

Bloomington Public Library  
Attn: Georgia Bouda  
205 East Olive Street  
Bloomington, IL 61701

With a copy to:

Economic Development Council of the Bloomington/Normal Area  
Attn: Mr. Marty Vanags  
200 West College Ave., Suite 402  
Normal, IL 61761

By \_\_\_\_\_

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_, 2013

By \_\_\_\_\_

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_, 2013

**Bloom Heartland, LLC**

By \_\_\_\_\_

Attest:

\_\_\_\_\_

Date: \_\_\_\_\_, 2012

#11856647\_v