

**CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, FEBRUARY 25, 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**
- 6. “Consent Agenda”**
 - A. Council Proceedings of February 11, 2013. (Recommend that the reading of the minutes of the previous Council Proceedings of February 11, 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 Approval of a Five (5) Year Lease Agreement for Multi-Functional Devices (MFD) (*i.e. printer, copier, fax, scanner*) for various City Departments. (Recommend that the five (5) year lease agreement with Ricoh Company, Ltd., through previously competitively bid US Communities contract #58795, lead agency located in Los Angeles, CA, for thirty-two (32) MFD, be approved, in the amount of \$450,839.40, which is an estimated one (1) year cost of \$90,167.88, and the Purchasing Agent be authorized to issue a Purchase Order for same.)**
 - D. Analysis of Request for Proposal (RFP) for Fourth of July Fireworks for July 4, 2013, July 4, 2014, and July 4, 2015. (Recommend that the RFP for the annual Fireworks Display for the 2013, 2014 and 2015 Fourth of July Fireworks Skyconcert be approved, in an annual amount of \$25,000, and the Mayor and City Clerk be authorized to execute the necessary documents.)**

- E. Agreement for Miller Park Zoo Veterinary Services with University of Illinois College of Veterinary Science. (Recommend that the Agreement with the University of Illinois for Veterinary Services be approved, in the amount of \$27,300, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- F. Amendment to the Current Agreement with Republic (American Disposal Services of Illinois) for Waste Disposal Services. (Recommend that the amendment to the current agreement with Republic (American Disposal Services of Illinois) be extended for one (1) year, as mutually agreed upon, and the Mayor and City Clerk be authorized to execute the necessary documents.**
- G. Application of PATH for a fundraiser to be held on April 5, 2012 from 4:00 p.m. until 12 a.m., (midnight), at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., for a Limited Alcoholic Liquor License, Class LA, which will allow the selling and serving of all types of alcohol by the glass for consumption on the premise. (Recommend that a LA liquor license for PATH for a fundraiser to be held on March 21, 2013, from 4:00 p.m. until 12 a.m., (midnight), at the BCPA, located at 600 N. East St., be created, contingent upon compliance with all applicable health and safety codes.)**
- H. Lake Bloomington Lease Transfer Petition for Lots 6 & 7, Block 2 of Camp Kickapoo from William R. and Mary E. Masters to Jeffrey A. and Diana L. Lowe. (Recommend that the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- I. Petition from County of McLean requesting approval of a Final Plat for Chamber of Commerce Subdivision, located south of Grove St., west of Albert St., and east of East St. (Recommend that the Final Plat be approved and the Ordinance passed.)**
- J. Petition from James A. Shirk and Beer Nuts, Inc. requesting approval of a Final Plat for Foundry Subdivision, located south of Washington St. and west of McClun St. (Recommend that the Final Plat be approved and the Ordinance passed.)**
- K. Petition Tiehack Development, Inc. requesting approval of a Final Plat for The Villas at Spring Ridge Fourteenth Addition, located west of Hershey Road and north of General Electric Road. (Recommend that the Final Plat be approved and the Ordinance passed.)**

7. "Regular Agenda"

- A. Community Development Block Grant Program Year 2013-14**
 - i) Public Hearing**

ii) Approval and Authorization to submit the Community Development Block Grant Program Year 2013-14 Application and Action Plan, Mayor's Discussion. (Recommend that the submission of the 2013-14 Action Plan to the Department of Housing and Urban Development be approved, and the Resolution adopted.) (20 minutes)

B. Eagle View Park. (Recommend that the Eagle View Park RFP be published and \$600,000 in City Funding be approved.) (30 minutes)

8. City Manager's Discussion

9. Mayor's Discussion

10. City Aldermen's Discussion

11. Executive Session – cite section

12. Adjournment

13. Notes



FOR COUNCIL: February 25, 2013

SUBJECT: Council Proceedings of February 11, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of February 11, 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 February 11, 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

Attachments: Attachment 1.

Motion: _____ Seconded by: _____

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

**RECORD OF MOTIONS AND VOTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, February 11, 2012.

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

The Meeting was called to order by the Mayor who directed the City Clerk to call the roll and the following members answered present:

Aldermen: Judy Stearns, Mboka Mwilambwe, David Sage, Robert Fazzini, Jennifer McDade, Steven Purcell, Karen Schmidt, Jim Fruin and Mayor Stephen F. Stockton.

City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Todd Greenburg were also present.

PUBLIC COMMENT: Mayor Stockton opened the Public Comment section of the meeting. He added that there would not be a response from the City under the Public Comment portion of the meeting.

Patti Geske, 1020 E. Front St., addressed the Council. She resided on E. Front St. and expressed her concern regarding the Shirk development. The land was currently a green space. She was concerned about traffic, the retail merchants, delivery trucks and parking needs. She noted the schools located nearby. She added the impact the development would have on Front and McClun St. She also questioned street closures during project construction.

Alton Franklin, 508 Patterson, addressed the Council. He planned to address a number of items. He expressed his confusion regarding the Council's decision to table Managed Competition. He noted the recently posted fundraising position at the Bloomington Center for the Performing Arts. He cited the City's IMRF (Illinois Municipal Retirement Fund) pension short fall. This was a good opportunity to make a different choice.

He also cited the Ward 1 appointment. The process had been subverted. The appointment was inappropriate. There was an individual on the ballot. He cited political partisanship. He was disgusted as the Council was back sliding.

Becky Bols, 1018 ½ E. Front St., addressed the Council. She noted the E. Front St. area residents. She expressed her concerns which went beyond the traffic in the area. She cited Washington St. from Colton to Constitution Trail. This was a busy area. She noted that traffic used Davis St. as a cut through. She believed that there would be accidents at the ingress/egress points. She cited traffic on Front St. The residents had requested a

traffic study. She requested that this item be tabled until a new traffic study was completed. In addition, the number of exits on to McClun St. should be reduced. McClun St. narrowed by four feet (4') from Washington to Front St. This was a small street.

Bruce Meeks, 1402 Wright St., addressed the Council. He stated that this should have been a great day for America. He was a resident of Ward 1. He believed that the decision of who would be appointed to this vacancy had already been made. The seat belonged to the voters. He questioned the process used as there was no body of evidence. He restated that the appointment was predetermined. It was not a great day in Ward 1. The mayor had not made the right choice. This was partisan politics. The Council was supposed to be non partisan.

Kate Watson, 1016 E. Front St., addressed the Council. She thanked them for the opportunity to address them. She also resided on Front St. She was concerned about the Shirk project. She was not opposed to the project. She voiced her concerns. The Boards did not understand. McClun St. was different. She requested that the Council delay taking a vote on this item. The street narrowed. The City needed to look at the traffic. She cited cement trucks, school buses, Bloomington Normal Public Transit buses, etc. She was truly concerned. There would be significant traffic changes. The Rezoning and Special Use Permit for the project known as the Foundry needed to be moved to the Council's Regular Agenda.

The following was presented:

SUBJECT: Council Proceedings of January 28, 2013

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of January 28, 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 28, 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 by Alderman Fazzini, seconded by Alderman Fruin that the reading of the minutes of the previous Council Proceedings of January 28, 2013 be dispensed with and the minutes approved as printed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

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, February 7, 2013 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

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Bills and Payroll be allowed and the orders drawn on the Treasurer for the various amounts as funds are available.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Reports

RECOMMENDATION/MOTION: That the reports be received and placed on file.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. Budget with adequate resources to support defined services and level of services.

BACKGROUND: The following reports should be received and placed on file with the City Clerk:

1. Firemen's Pension Fund Comprehensive Annual Financial Report for the Years Ended April 30, 2012.
2. Police Pension Fund Comprehensive Annual Financial Report for the Year Ended April 30, 2012.

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 by Alderman Fazzini, seconded by Alderman Fruin that the reports be received and placed on file.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Analysis of Bids for one (1) 2013 Chevrolet Volt for Water Department's Water Purification Division

RECOMMENDATION/MOTION: That the bid for a 2013 Chevrolet Volt for Water Department's Water Purification Division be awarded to Peterson Chevrolet-Buick Inc., Fairbury, IL, in the amount of \$36,594, 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 citizens' needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services. This purchase will replace a van 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 citizens and allows services to be delivered in a cost-effective manner.

BACKGROUND: Water Department has a 2007 Dodge Caravan with over 109,000 miles on it. This unit is used daily in the operations of the Water Purification Division. It is used to attend meetings and training in and out of town. This unit was selected to be replaced with an electric

vehicle based on its annual usage. The Chevrolet Volt was selected for its Range Extender Internal Combustion Engine. This is the only electric car with this option. It is an engine that powers an electric generator to provide power to the drive system after batteries are depleted. This allows the vehicle to travel out of town or longer distances in cold weather without having to stop and wait for the batteries to be recharge. Estimated fuel cost for the life of the van was \$17,700. Estimated fuel cost for the life of the electric vehicle is expected to be \$3,300. Maintenance cost for the van in Fiscal Year, (FY), 2012 was \$3,037.39 and year to date FY 2013 are \$1,850.91. On January 16, 2013, the bids were opened and the results are as follows:

Bidder's Name	Make & Model Bid	Bid Amount
Peterson Chevrolet Inc.	2013 Chevrolet Volt	\$36,549
Lemans Chevy City	2013 Chevrolet Volt	\$39,845

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: None.

FINANCIAL IMPACT: The FY 2013 Water Purification Budget appropriated \$35,200 for the purchase of one (1) Electric Vehicle in line 50100130-72130. The total cost to purchase the unit is \$36,549. The difference of \$1,349 is expected to be offset by the salvage value of the existing vehicle which will be sold at an online public auction and is expected to be worth \$3,100. Stakeholders may locate this purchase in the FY 2013 Capital, Enterprise, & Other Funds Budget Document on page #310.

Respectfully submitted for Council consideration.

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

Reviewed by: Craig M. Cummings, Director of Water

Financial & budgetary review by: Timothy L Ervin, Budget Manager

Recommended by:

David A. Hales
City Manager

Motion by Alderman Fazzini, seconded by Alderman Fruin that the bid for a 2013 Chevrolet Volt for Water Department's Water Purification Division be awarded to Peterson Chevrolet-Buick Inc., Fairbury, IL, in the amount of \$36,594, and the Purchasing Agent be authorized to issue a Purchase Order.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Auctus, LLC, d/b/a Parke Hotel, located at 1413 Leslie Dr., for an RAS liquor license, which will allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week

RECOMMENDATION/MOTION: That an RAS liquor license for Auctus, LLC, d/b/a Parke Hotel, located at 1413 Leslie Dr., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) the bar manager and bartenders shall be BASSET certified within ninety (90) days of the license being issued.

STRATEGIC PLAN LINK: Goal 4. Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.a. Retention and growth of current local business.

BACKGROUND: The Bloomington Liquor Commissioner Steve Stockton called the Liquor Hearing to order to hear the application of Auctus, LLC d/b/a Parke Hotel, located at 1413 Leslie Dr., requesting an RAS liquor license which allows the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Stephen Stockton, Marabeth Clapp and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert; City Clerk, and Ricki Roeng, Core 3 Property Management and Applicant representative.

Commissioner absent: Steve Petersen and Mark Gibson.

Commissioner Stockton opened the liquor hearing and requested that the Applicant address the Commission. Ricki Roeng, Core 3 Property Management and Applicant representative, addressed the Commission. This application was due to a change in ownership.

Commissioner Stockton questioned if there were any changes planned. Mr. Roeng noted that the bank had taken possession of the property through foreclosure. An investor created an LLC, (Auctus LLC). An agreement was negotiated with Busey Bank to purchase the property. There were no structural changes planned. There was a potential for a business name change. The liquor license would include the entire premises - hotel, restaurant and banquet facilities.

Commissioner Stockton questioned if the sale of tangible items would exceed alcohol sales. Mr. Roeng had reviewed the past twelve (12) months. Liquor sales equaled a small percentage of total sales.

Commissioner Stockton questioned if the Applicant was aware of the City's liquor ordinances. He also questioned the Applicant's experience with liquor sales. Mr. Roeng responded affirmatively. He had experience in the operations of Baxter's located at 3212 E. Empire. In addition, the company had additional holdings in MO.

Commissioner Stockton questioned if there would be menu changes. Mr. Roeng responded affirmatively.

Commissioner Tompkins questioned the building's owner. Mr. Roeng was a managing member of the LLC. The LLC would own the building.

Commissioner Stockton restated that Mr. Roeng would manage the property. Mr. Roeng responded affirmatively.

Commissioner Stockton questioned if alcohol would be available via room service. Mr. Roeng responded affirmatively. Commissioner Stockton noted the license holder's responsibility.

Commissioner Clapp questioned the ownership and day to day management of the hotel. Mr. Roeng informed the Commission that he had been hired as the General Manager. His employment would commence in two (2) weeks. Core 3 would oversee the property. He noted his hospitality experience. The plan was to retain the existing staff.

Commissioner Clapp questioned BASSET, (Beverage Alcohol Sellers & Servers Education & Training), training. Mr. Roeng could not address same.

Commissioner Clapp questioned entertainment. Mr. Roeng cited the banquet facilities. The hotel might host entertainment. In addition, there was a lounge area.

Commissioner Stockton noted that entertainment would be occasional and not routine. Mr. Roeng responded affirmatively.

Commissioner Tompkins noted that the Parke was a self-contained hotel. He added that this application would replace Midas Restaurant Solutions LLC's d/b/a Parke Hotel & Conference Center, liquor license.

Commissioner Stockton questioned BASSET training. Commissioner Clapp encouraged same.

Commissioner Tompkins recommended that the bar manager and bartenders be BASSET certified within ninety (90) days. Mr. Roeng noted that Core 3 had an extensive training program.

Commissioner Stockton noted that BASSET training might become a requirement. Heartland Community College offered BASSET training. If there was an issue, then the Applicant should contact the City Clerk's Office. He described the BASSET program as a good one.

Motion by Commissioner Tompkins, seconded by Commissioner Clapp that the application of Auctus, LLC d/b/a Parke Hotel, located at 1413 Leslie Dr., requesting an RAS liquor license which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, be approved with the following condition: 1.) the bar manager and bartenders shall be BASSET certified within ninety (90) days of the license being issued.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on December 31, 2012 in accordance with City Code. In accordance with City Code, approximately one (1) courtesy copies of the Public Notice were mailed on December 31, 2012. In addition, the Agenda for the January 8, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None. Request is for a change of ownership. Annual fee for an RAS liquor license is \$2,210.

Respectfully submitted for Council consideration.

Recommended by:

Stephen F. Stockton
Mayor

Motion by Alderman Fazzini, seconded by Alderman Fruin that an RAS liquor license for Auctus, LLC, d/b/a Parke Hotel, located at 1413 Leslie Dr., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) the bar manager and bartenders shall be BASSET certified within ninety (90) days of the license being issued.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Suspension of Ordinances to Allow Consumption of Alcohol at Lake Bloomington's Davis Lodge on April 27, 2013

RECOMMENDATION/MOTION: That the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington's Davis Lodge on April 17, 2013 be passed.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to order to hear the request of the Madison Salisbury and Patrick Fox to allow moderate consumption of alcohol at Lake Bloomington's Davis Lodge for their wedding reception on April 27, 2013. Present at the hearing were Liquor Commissioners Steve Stockton, Marabeth Clapp and Geoffrey Tompkins; George Boyle, Asst. Corporation Counsel; Clay Wheeler, Asst. Police Chief; and Tracey Covert, City Clerk; and Garretta Schaefer, groom's mother.

Absent: Steve Petersen and Mark Gibson, Commissioners.

Commissioner Stockton opened the liquor hearing and requested that Madison Salisbury, bride, address the Commission regarding this request. Garretta Schaefer, groom's mother, addressed the Commission. She informed them that the wedding reception was scheduled for Saturday, April 27, 2013. She and her husband would host the reception. Times Past Inn would act as the caterer. Beer and wine would be offered at the reception. The wedding was scheduled for 3:00 p.m. Food service would begin at 5:00 p.m. The reception would end at 10:00 p.m.

Commissioner Stockton noted that currently only catered events were allowed at Davis Lodge. Ms. Schaefer expressed her opinion that there would be minimal alcohol consumption. Seventy-five percent (75%) of the guests were family. She described the Davis Lodge as lovely.

Commissioner Clapp questioned anticipated attendance. Ms. Schaefer stated eighty (80) to 100.

Motion by Commissioner Tompkins, seconded by Commissioner Clapp that the request of Madison Salisbury and Patrick Fox to allow moderate consumption of alcohol at Lake Bloomington's Davis Lodge for their wedding reception on April 27, 2013 be approved.

Motion carried, (viva voce).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the January 8, 2013 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: None.

Respectfully submitted for Council consideration.

Recommended by:

Stephen F. Stockton
Mayor

ORDINANCE NO. 2013 - 06

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE FOR A WEDDING RECEPTION AT THE LAKE BLOOMINGTON DAVIS LODGE

WHEREAS, Madison Salisbury and Patrick Fox are planning to hold their wedding reception at the Lake Bloomington Davis Lodge from 5:00 p.m. to 10:00 p.m. on April 27, 2013; and

WHEREAS, Madison Salisbury and Patrick Fox have requested permission from the City to serve beer and wine during this event; and

WHEREAS, in order to legally possess alcohol in a City Park, Section 701(a), (b) and (c) of Chapter 31 of the Bloomington City Code, which prohibits the drinking, selling and possessing alcohol beverages with the City parks and Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits possession of open alcohol on public property must be suspended;

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended for the duration of the wedding reception at the Lake Bloomington Davis Lodge on April 27, 2013 under the conditions set forth in the rental agreement.

Section 2: Except for the date of date set forth in Section 1 of this Ordinance, Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, shall remain in full force and effect. Nothing in this Ordinance shall be interpreted as repealing said Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6.

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1960 Illinois Constitution.

PASSED this 11th day of February, 2013.

APPROVED this 12th day of February, 2013.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Ordinance suspending Section 26(d) of Chapter 6 and Section 701 of Chapter 31 to allow the suspension and consumption of alcohol at the Lake Bloomington's Davis Lodge on April 17, 2013 be passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Review of Petition submitted by James A. Shirk and Beer Nuts, Inc., requesting approval of a Rezoning from M - 1, Restricted Manufacturing District to B - 1, Highway Business District, for property commonly located 911 and 921 E. Washington St.

RECOMMENDATION/MOTION: That the Council approve the Rezoning Petition and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 4 – Grow the Local Economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 4.d. – The rezoning will expand retail business and foster economic development within the core of the City.

BACKGROUND: The petitioner is seeking business zoning in place of the industrial zoning for a vacant three (3) acre parcel which fronts on Washington St. just west of McClun St. The site is just east of and adjacent to the Constitutional Trail. Ultimately this along with approval of a Special Use Permit for multifamily residences will enable a mixed use development of the site. The desired uses as well as other possible uses allowed in the B - 1 zoning district will be more compatible with nearby existing land uses than the uses allowed in the M - 1 zoning district.

This case was presented before the Planning Commission for a public hearing and review on January 9, 2013. City staff spoke in favor of the petition and explained the request is considered a “down zoning” which indicates the zoning change should result in less intense and

objectionable land uses than allowed without the zoning change. The petitioner, his attorney, architect and two (2) members of the audience spoke in favor of the petition stating it will result in optimal land use rather than what is allowed in M - 1 zoning. This project is considered an upscale project which will compliment and work well with the adjacent Trail, and will be tasteful for the residents and the neighbors. The petitioner contended this project will benefit the overall economy through the provision of jobs. The Shirks will own the property and be a good neighbor. This project will locate residents closer to the historic districts and will not consist entirely of students, but high end tenants. Twelve (12) people spoke in opposition to the petition and stated objections such as traffic problems, preference for a park or community center, rental turnover and problems with trucks. Additionally, there were concerns regarding the type of businesses, impacts on the historic districts and single family residences, lighting, garbage, and crime.

Many of the neighbors who spoke in opposition to the petition were concerned about traffic, especially on E. Front St. Staff believes that the project would not be a significant impact on the traffic. The road design of E. Washington and McClun St. are more than adequate to support additional traffic generated by this development. The neighbors on E. Front St. are concerned about their narrow and congested street. These issues were compelling reasons why newly generated traffic from this development was unlikely to use and negatively impact Front St.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with the City Code. 178 courtesy copies of the Public Notice were mailed to nearby property owners. A public notice sign was posted on the site.

FINANCIAL IMPACT: The current site is an undeveloped piece of property. This development will generate additional property taxes. In addition, there would be sales taxes from the introduction of retail businesses on the buildings' first floor. Staff is unable to determine an estimate for either tax.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

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

Review as to legal sufficiency: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR ZONING MAP AMENDMENT

State of Illinois)
) ss.
County of McLean)

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

Now comes James A. Shirk and Beer Nuts, Inc., hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or are a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of M – 1, Restricted Manufacturing District under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioners hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the B – 1, Highway Business District zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioners by the present zoning of said premises.

WHEREFORE, your petitioners respectfully pray that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from M – 1, Restricted Manufacturing District to B – 1, Highway Business District.

Respectfully submitted,

By: James Shirk

ORDINANCE NO. 2013 - 07

**AN ORDINANCE REZONING 911 AND 921 E. WASHINGTON ST.
FROM M – 1, RESTRICTED MANUFACTURING DISTRICT TO B – 1, HIGHWAY
BUSINESS DISTRICT**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for rezoning of certain premises hereinafter described in Exhibit “A”; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said Petition; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and rezone said premises.

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

1. That the premises hereinafter described in Exhibit “A” shall be and the same are hereby rezoned from M-1 Restricted Manufacturing District to B-1 Highway Business District.
2. The Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 11th day of February, 2013.

APPROVED this 12th day of February, 2013.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT “A”

Description of Property to be Rezoned from M - 1 to B - 1

A part of Lots 4 and 5 in the Subdivision of the South Half of Section 3 and a part of the Southwest Quarter of Section 3, all being in Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northeast Corner of said Lot 4. From said Point of Beginning, thence west 433.6 feet along the North Line of said Lot 4 and the North Line of a tract of land conveyed to Beer Nuts Inc. described as Tract 4 in Warranty Deed Document No. 88-10275 in the McLean County Recorder's Office to the Northwest Corner of said tract 4; thence south 412.33 along the West Line of said Tract 4 and the West Line of a Tract of land conveyed to Beer Nuts Inc. described as Tract 1 in Warranty Deed Document No. 88-10275 in said Recorder's Office to the Southwest Corner thereof, also being the Northwest Corner of a tract of land conveyed to A.B. Hatchery described in Warranty Deed Document No. 2000-20065 in said Recorder's Office; thence east along the North Line of said A.B Hatchery tract and the easterly extension thereof to the West Line of said Lot 5; thence north along said West Line of Lot 5 and the West Line of said Lot 4 to the Southwest Corner of a tract of land conveyed to Betty J. and James A. Shirk described as Northeast Parcel in Warranty Deed Document No. 2000-16053 in said Recorder's Office; thence east 248.14 feet along the South Line of said Northeast Parcel to the Southeast Corner thereof; thence north 242.31 feet along the East Line of said Lot 4 to the Point of Beginning, to be known as Lot 1 in the proposed Foundry Subdivision.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Rezoning be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Review of Petition submitted by James A. Shirk and Beer Nuts, Inc., requesting approval of a Special Use Permit for *The Foundry*, a Mixed Use Development for property commonly located at 911 and 921 E. Washington St.

RECOMMENDATION/MOTION: That the Council approve the Special Use Permit and the Ordinance passed.

STRATEGIC PLAN LINKS: Goal 3 – Grow the Local Economy and Goal 6 - Great Place to Live – A livable Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 3.c. and 6.c. - The significance of the Foundry, related to Goal 3 is the growth of business, expansion of jobs, and an increase in the City's tax base. The project provides a mixture of retail space intended to compliment the area, generate additional sales and property taxes, as well as provide additional residential space. By providing a mixed use development, the petitioner is establishing a sustainable design of locating residential occupancies with close, walkable business and retail opportunities.

BACKGROUND: Several months ago, the petitioner approached staff with a plan to develop a mixed business, retail and residential project on the site east of Beer Nuts and Constitution Trail and west of McClun St. After several meetings to determine the process and the most palatable plan, the petitioner presented what is now called "The Foundry". The project consists of two (2) buildings containing retail space on the first floor and residential units on the second and third floors, with a total of thirty-two (32) dwelling units. The plan was introduced by the petitioners to neighboring property owners at an open house at the Beer Nuts Factory in November 2012; beginning the public scrutiny of this project.

In the meetings between City staff and the petitioner it was determined that for this project to be viable several things needed to happen. The property would have to be rezoned to B - 1, Highway Business from the existing M - 1, Manufacturing, (down zoning), to allow for the introduction of retail to the site and permit residential occupancies as a Special Use Permit. These actions would require separate hearings before both the Planning Commission, (for rezoning), and the Zoning Board of Appeals, (ZBA), (Special Use Permit). Both actions would result in recommendations for final action by the Council.

The action covered by this item is for a Special Use Permit to allow for residential occupancies in the B - 1 zoning district. This presumes the Council has approved the Rezoning request presented earlier.

The ZBA heard the request for Special Use on January 16, 2013. The meeting was well attended by the petitioner and their representatives as well as neighboring property owners which represented opinions both for and against the project.

The petitioner presented testimony to represent the project as both good for the City as well as the neighborhood. It was the intent to use access to the Constitution Trail as a drawing point for the retail and residential occupancies. The building design was representative of the Beer Nuts facility to the west and to the former industrial buildings on the site, (hence "The Foundry").

Those present in opposition to the project presented several issues, but were primarily concerned with the possible impact of traffic on the 1000 block of E. Front St. E. Front St. was represented as narrow and congested. These conditions were exasperated by spillover activities at Washington Elementary School and the funeral home on the east end of the street.

Staff has evaluated the project and found it to be an appropriate use for the site. The down zoning of the property provides an opportunity to remove an objectionable manufacturing zoning classification and provide reasonable transitional zoning and land uses to the area. While staff was sympathetic to traffic concerns, especially those on E. Front St., staff's expertise suggest

there is no reason for the Foundry project to make any appreciable difference. The road design of E. Washington and McClun St. are adequate to support additional traffic anticipated by this development. The traffic concerns cited by the E. Front St. residents, (narrow and congested), coupled with the street's limited access were the very reasons why traffic from the Foundry was unlikely to further impact Front St.

The staff's positive recommendation of this project was bolstered by the unanimous (5 - 0) recommendation of the ZBA to Council for approval of the Special Use Permit.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with the City Code. 178 courtesy copies of the Public Notice were mailed to nearby property owners. A public notice sign was posted on the site.

FINANCIAL IMPACT: The current site is an undeveloped piece of property. This development will generate additional property taxes. In addition, there would be sales taxes from the introduction of retail businesses on the buildings' first floor. Staff is unable to determine an estimate for either tax.

Respectfully submitted for Council consideration.

Prepared by: Mark R. Huber, Director of PACE
Reviewed by: Barbara J. Adkins, Deputy City Manager
Financial & budgetary review by: Timothy L Ervin, Budget Officer
Reviewed as to legal sufficiency: Rosalee Dodson, Asst. Corporation Counsel
Recommended by:

David A. Hales
City Manager

**PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:
911 AND 921 E. WASHINGTON**

State of Illinois)
)ss.
County of McLean)

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

Now comes James A. Shirk and Beer Nuts, Inc., hereinafter referred to as your petitioners, respectfully representing and requesting as follows:

1. That your petitioners are the owners of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or are a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of B – 1, Highway Business District, under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code Multiple Family Dwellings are allowed as a special use in a B - 1 zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the B - 1 zoning district;
7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;

8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the B - 1 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioners respectfully pray that said special use for said premises be approved.

Respectfully submitted,

James Shirk

ORDINANCE NO. 2013 - 08

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR A
MIXED USE RETAIL/MULTIPLE FAMILY DEVELOPMENT
FOR PROPERTY LOCATED AT: 911 & 921 E. WASHINGTON ST.**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for a Multiple Family Dwellings for certain premises hereinafter described in Exhibit A; and

WHEREAS, the Bloomington Board of Zoning Appeals, after proper notice was given, conducted a public hearing on said petition; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.6-30 of the Bloomington, City Code, 1960; and

WHEREAS the City Council of the City of Bloomington has the power to pass this Ordinance and grant this special use permit.

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

1. That the Special Use Permit for a Mixed Use Retail/Multiple Family Development on the premises hereinafter described in Exhibit A shall be and the same is hereby approved.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 11th day of February, 2013.

APPROVED this 12th day of February, 2013.

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Description of Property

Tract 1:

A part of Lots 4 and 5 in the Subdivision of the South Half of Section 3 and a part of the Southwest Quarter of Section 3, all being in Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of said Lot 4, said corner being a point on the original East Right-of-Way Line of the Illinois Central Railroad. From said Point of Beginning, thence west 94.66 feet along the Westerly Extension of the North Line of said Lot 4; thence south 412.24 feet along a line lying along the Easterly side of a North-South concrete pavement and said line forms an angle to the right of $88^{\circ}-34'-37''$ with the last described course to a point lying 154 feet north of the North Line of Grove Street in the City of Bloomington; thence east 76.20 feet along a line parallel with said North Line and which line forms an angle to the right of $91^{\circ}-21'-22''$ with the last described course to a point lying 176 feet east of the centerline of the main track (now gone) of said Illinois Central Railroad; thence South 154.00 feet along a line which forms an angle to the right of $268^{\circ}-37'-01''$ with the last described course to the North Line of said Grove Street; thence east 26.20 feet along said North Line which forms an angle to the right of $91^{\circ}-22'-59''$ with the last described course to the Southwest Corner of said Lot 5; thence north 126.17 feet along the West Line of said Lot 5 being said original East Right-of-Way Line and said West Line forms an angle to the right of $87^{\circ}-51'-12''$ with the last described course; thence east 239.87 feet along a line which forms an angle to the right of $271^{\circ}-55'-42''$ with the last described course to a point on the East Line of said Lot 5 lying 127.00 feet north of the Southeast Corner thereof; thence north 196.36 feet along said East Line and the East Line of said Lot 4 which form an angle to the right of $90^{\circ}-29'-07''$ with the last described course to a point lying 242.31 feet south of the Northeast Corner of said Lot 4; thence west 248.14 feet along a line which forms an angle to the right of $89^{\circ}-30'-53''$ with the last described course to a point on the West Line of said Lot 4 lying 243.72 feet South of the Point of Beginning; thence north 243.72 feet along said West Line which forms an angle to the right of $268^{\circ}-04'-18''$ with the last described course to the Point of Beginning, McLean County, Illinois.

Tract 2:

Not Included

Tract 3:

A part of Lots 4 in the Subdivision of the South Half of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at a point on the East Line of said Lot 4 lying 242.31 feet south of the Northeast Corner thereof. From said Point of Beginning, thence north 242.31 feet along said East Line to said Northeast Corner; thence west 258.40 feet along the North Line of said Lot 4 which forms an angle to the right of $89^{\circ}-48'-00''$ with the last described course to the Northwest Corner thereof, said Northwest Corner being a point on the original East Right-of-Way Line of the Illinois Central Railroad; thence south 243.72 feet along the West Line

of said Lot 4 being said East Right-of-Way Line which forms an angle to the right of 87°-47'-11" with the last described course; thence east 248.14 feet along a line which forms an angle to the right of 91°-55'-42" with the last described course to the Point of Beginning, McLean County, Illinois.

Tract 4:

The Westerly part of the following 2 parcels, being the Westerly 80.54 feet along the South line of Washington Street and the Westerly 74.8 feet along the South line of Tract No. 4:

Parcel 1:

A parcel of land located in the Southwest 1/4 of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, Bloomington, Illinois, more particularly described as follows: Beginning at the point of intersection of the North Line of Grove Street and the West line of Lot 5 in the Subdivision of the South Half of said Section 3, said point also being 200.2 feet easterly of the centerline of the main track of the Illinois Central Railroad Company as measured along the North Line of Grove Street; thence Northerly along the West Line of said Lot 5 and the West Line of Lot 4 in the Subdivision of the South Half of said Section 3 a distance of 293.10 feet; thence Westerly and parallel to the South Line of Washington Street a distance of 98.65 feet to the east edge of the most easterly curb of a North-South concrete pavement; thence Northerly along said easterly edge a distance of 154 feet to a point that is 96.47 feet westerly of the West Line of said Lot 4 and 119.23 feet southerly of the South Line of Washington Street; thence westerly parallel to the South line of Washington Street a distance of 78.66 feet to a point 25 feet easterly of the centerline of Grantor's main track; thence southerly 25 feet easterly of and parallel to said centerline of the main track a distance of 293.10 feet to a point, said point being 154 feet northerly of the North Line of Grove Street; thence easterly 154 feet northerly of and parallel to the North Line of Grove Street a distance of 151 feet; thence southerly a distance of 154 feet to a point on the North Line of Grove Street, 174 feet easterly of the centerline of Grantor's main track as measured along said North line; thence easterly along said North Line of Grove Street 26.2 feet to the point of beginning, in McLean County, Illinois.

Parcel 2:

A part of the Southwest 1/4 of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows: Beginning at the Northwest corner of Lot 4 in the Subdivision of the South Half of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois and which point is also on the South Line of Washington Street. From said Point of Beginning, thence South 273.23 feet along the West Line of said Lot 4; thence West 98.65 feet parallel with the South Line of Washington Street to a point on the East edge of the easternmost curb of a north-south concrete pavement; thence north 154 feet along the said east edge to a point which is 96.47 feet west of the West line of said Lot 4 and which point is also 119.23 feet south of the South Line of Washington Street; thence West 78.66 feet parallel with the South Line of Washington Street to a point which is 25 feet east of the centerline of the main track of the Illinois Central Railroad; thence North 119.23 feet parallel with said Centerline to a point on the South Line of Washington Street, said point being 175.2

feet west of the Point of Beginning; thence east 175.2 feet along the South Line of Washington Street to the point of beginning, in McLean County, Illinois.

Motion by Alderman Fazzini, seconded by Alderman Fruin that the Special Use be approved and the Ordinance passed.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, McDade, Fazzini, Sage, Fruin and Purcell.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Appointment to Alderman Ward 1

RECOMMENDATION: That the Appointment be approved.

BACKGROUND: I ask your concurrence in the appointment of Jamison “Jamie” Mathy to the position of Alderman Ward 1 with a term to expire May 12, 2013.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Recommended by:

Stephen F. Stockton
Mayor

Mayor Stockton introduced this item. There had been three (3) applicants: Allen Gibson, former Alderman Ward 1; Kevin Lower, candidate Alderman Ward 1; and Jamie Mathy, his nominee. Mr. Mathy had been involved in the community. He noted the time commitment needed and Mr. Mathy’s knowledge of City issues. The appointment was for a little over two (2) months. The appointment was based upon his judgment. It was his mayoral duty to make an appointment and Council confirmation was also needed. He formally nominated Jamie Mathy to complete Bernie Anderson’s term as Alderman Ward 1.

Mayor Stockton invited Mr. Mathy to address the Council. Jamie Mathy addressed the Council. He thanked the Mayor and Council for the opportunity to address them. He had been a resident of the City for ten (10) years. He and his wife owned Kelly's Bakery & Café. He also was an owner/founder of Mavidea. These two (2) Downtown businesses employed thirty-five (35) people. He was a past President of the Downtown Business Association, (DBA), and Sunrise Rotary. He expressed his interest in the position and his plan to mount a write in campaign. He had planned to support Mr. Anderson in his campaign for reelection. His home was in an older neighborhood. He cited his interest in infrastructure and preservation. He expressed his interest in economic development. He was also interested in public safety. He noted the Police Department's response to a recent call for service.

Mayor Stockton addressed a 1995 incident. Mr. Mathy noted that he was a twenty-two (22) year old Heartland Community College student. He had a large television. A neighboring apartment had cable. The cable service was connected to his television in order to watch Monday Night Football. The landlord reported them to the cable provided. All involved were fined. He paid his fee. Since that time, he had been married, started two (2) businesses and became a community volunteer.

Alderman Fazzini noted that Mr. Anderson was no longer running for office. Mr. Mathy stated his intention to run for Alderman Ward 1. He had spoken with Mr. Anderson regarding his intentions.

Alderman Sage stated that it was the eleventh (11th) hour. He believed that individuals did things in their late teens and/or early twenties. He questioned if there was any else in Mr. Mathy's past. Mr. Mathy responded negatively.

Alderman Sage questioned if it was correct that Mr. Mathy had former Alderman Anderson's endorsement for Mr. Mathy's write in candidacy. Mr. Mathy responded affirmatively. Mr. Anderson made no statement on this appointment.

Mayor Stockton informed the Council that a local background check had been completed by the Police Department. The background check was completely quickly. Beyond the incident, there were speeding tickets.

Alderman Fruin had a question for the Mayor. He did not intend to be disrespectful. He noted Mr. Anderson's resignation. He questioned why the position could not be left vacant. He did not believe that there was a City policy addressing Council member vacancies. The Council could address any issues that arose in Ward 1. There were eight (8) Aldermen and the Mayor. He also cited past vacancies and the time spent to fill same. He questioned why this appointment was necessary/appropriate.

Mayor Stockton stated that he considered leaving the position vacant. He was required by state statute to fill the vacancy. Alderman Fruin added that the appointment needed to be made within sixty (60) days. Mayor Stockton restated that he had no choice but to make an appointment. As mayor, he recommended an individual for appointment.

Alderman Purcell compared this vacancy to the McLean County State's Attorney. He cited the appointment of Ronald Dozier, former Circuit Judge and State's Attorney. Based upon principal, he planned to vote no. He believed this appointment provided Mr. Mathy with a four (4) meeting advantage.

Alderman Mwilambwe requested information about each candidate. He questioned why the Mayor recommended Mr. Mathy. Mayor Stockton stated that there was no formal rating system. He had hour long discussions with each candidate. He contacted each candidate's references. He reviewed social media sites. He researched each candidate's past activities. Finally, the Police Department completed a level one background check. Mr. Gibson could have done the job. Mr. Lower appeared to be passionate and dedicated. Mr. Mathy was familiar with the City. He noted Mr. Mathy's work with the DBA. There was no conspiracy. There had been no conversations with Mr. Mathy either in person, telephone and/or email. Mr. Mathy affirmed same.

Mayor Stockton approach the process with an open mind as he searched for the best applicant.

Alderman Stearns restated that a background check had been completed. Mayor Stockton restated that the background check was conducted after the interviews.

Alderman Stearns questioned expungement. This incident was a Class A misdemeanor. She believed that this would have been a logical thing to do. Mr. Mathy stated that he paid his fine and moved on. What he had done was wrong. He did it and paid the fine. Alderman Stearns questioned that Mr. Mathy did not consider it important to expunge the record. She added her honest concern regarding the process. She noted that two (2) applicants were candidates for the office: one was a write in candidate and the other was a declared candidate. In addition, there was Mr. Gibson. The Council did not have the opportunity to meet nor interview the candidates. The Council also did not have the opportunity to review the candidates' resume. She also noted Judge Dozier's appointment to the McLean County State's Attorney position. The Council needed to be unbiased. She did not believe that the Council should provide one (1) of the candidates an advantage. Mr. Gibson served a single term as Alderman Ward 1. The Council needed to be fair to all of the parties. She believed that the Council would be giving Mr. Mathy the advantage. She recalled long emails from Mr. Mathy regarding the Downtown and the Farr Study. Mr. Mathy was known to her. She added that Mr. Mathy owned two (2) Downtown businesses. In addition, he was the past President of the DBA. She expressed her opinion of the appointment. She added her appreciation of Mr. Mathy's candor and honesty.

Mr. Mathy made a closing statement. He had been the President of the DBA for two (2) years. He added that there were two (2) Farr studies: Main St. Form Based Code and Downtown Master Strategy. He noted that the Council had not adopted either study. He restated his support for economic development.

Motion by Alderman Fazzini, seconded by Alderman Schmidt that the appointment be approved and Oath be administered.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Mwilambwe, Schmidt, McDade, Fazzini, Sage and Fruin and Mayor Stockton.

Nays: Aldermen Stearns and Purcell.

Motion carried.

Mayor Stockton requested that the City Clerk perform the Oath of office. Tracey Covert, City Clerk, performed the Oath.

Mayor Stockton welcomed Mr. Mathy to the Council. Alderman Mathy would be entitled to vote.

The following was presented:

Motion to remove Managed Competition Policy from the table.

Mayor Stockton introduced this item. The Council would remove the Managed Competition Policy from the table. The policy had been redrafted based upon the feedback received. The Council would not vote on the policy at this meeting. The purpose at this meeting was removal from the table.

David Hales, City Manager, recalled that at the Council's January 14, 2013 meeting two (2) Aldermen were absent. The Corporation Counsel noted that the motion was to postpone indefinitely. This issue was significant in the collective bargaining process. The Council needed to determine the policy, philosophy or change course. The first action would be to take the item from the table. The second step would be to place the policy on a future Council meeting agenda.

Alderman Schmidt requested a definition of remove from the table. She believed that there was confusion that everyone did not understand this term.

Todd Greenburg, Corporation Counsel, addressed the Council. He acknowledged the confusion. In collective bargaining, taking an item off the table meant that a proposal was being withdrawn. In parliamentary procedure, taking an item off the table addressed deferred consideration. The Council had a 100 day time limit. The Council did not set a definite date/time at its January 14, 2013 meeting. He had suggested the take off the table verbage. In reality, the council was reviving consideration of. The Council may set a time for consideration.

Mayor Stockton noted that in January the Council delayed taking action. The Council had requested that the policy language be addressed. Mr. Hales believed that the policy could be revised by week's end. The changes would be minor.

Alderman Stearns requested that this evening's discussion be clarified. She cited take off the table. Mayor Stockton stated that the Council would remove the indefinite. The Council would have the opportunity to set a specific date. Alderman Stearns questioned if the policy was taken off the table if that would be the end.

Mr. Greenburg stated that removal from the table was the prerequisite. He read from the City Code, "motion to revive consideration". If the Council passed a motion to revive consideration, then the Council could set a specific time to consider the Managed Competition Policy.

Mayor Stockton added that if the Council passed a motion to revive consideration, it could not adopt the Managed Competition Policy this evening.

Alderman McDade questioned the timing. She questioned when the policy would be discussed. She requested help understanding the timeframe. She noted potential changes to the Council, now and in the near term. She also questioned the urgency.

Mr. Hales believed that the Council knew the managed competition philosophy, technique. The goal was cost efficient services. He noted the City's three and half (3½) years of work. This policy had been a priority of collective bargaining. The City was addressing managed competition in contract language. He noted the outreach to the unions. The City had ten (10) collective bargaining units. He restated the goal of permissive language. The City wanted the right to consider managed competition and take action on same. Labor negotiations have continued. He noted the presence of union employees at the meeting. The Council needed to provide direction to the City's management team. It was a dilemma. He restated that City staff was looking for Council direction. He stressed the impact upon labor negotiations.

Alderman Stearns was troubled by the discussion. She believed that it was outside of the scope of removing it from the table. The discussion was not appropriate. There had been substantial discussion at the Council's January 14, 2013 meeting. The Council had avoided the substance of this policy. She expressed her opposition to the policy. It appeared that the Council would take a vote to remove the policy from the table. She would not vote in support of same. There was no need for a Managed Competition Policy. She would not change here position. She noted that there was a new Council member. She had research this issue. In the spring, there would be a new mayor and council. This issue was moving too fast.

Alderman Sage expressed his support for this motion. There was the possibility for a second motion which would appear on a future Council agenda. He requested additional time to review the updates.

Motion by Alderman Fazzini, seconded by Alderman Purcell that consideration of Managed Competition Policy be revived.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Mwilambwe, Schmidt, Fazzini, Sage, Fruin, Purcell and Mathy.

Nays: Aldermen Stearns and McDade.

Motion carried.

Alderman Fazzini recommended that this item appear on a Council meeting agenda after the municipal election.

Alderman McDade questioned the timeframe. This item would appear on the last meeting of this Council. She expressed her concern that the Council would change a couple of weeks later. She would not support this action and planned to vote no.

Alderman Fruin noted the date and questioned same. Two (2) months would pass without action.

Alderman Mwilambwe had voted to remove the policy from the table. He hoped to see additional work on the language. He acknowledged the time pressure. This was a serious issue which needed more than two (2) weeks.

Alderman Stearns stated that there had been no determination that a policy was needed. This Council could not bind a future Council. There would be changes to the Council after the April election. She noted that it had been three and half (3½) years. She restated that she would not support this item.

Motion by Alderman Purcell, seconded by Alderman Fazzini that the Managed Competition Policy be placed on the Council's April 22, 2013 Meeting Agenda.

The Mayor directed the clerk to call the roll which resulted in the following:

Ayes: Aldermen Mwilambwe, Fazzini, Fruin, Purcell and Mathy.

Nays: Aldermen Stearns, Schmidt, McDade and Sage.

Motion carried.

The Council took a recess from 8:25 until 8:32 p.m.

City Manager's Recommended Budget for FY 2014.

Mayor Stockton introduced this item.

David Hales, City Manager, addressed the Council. He planned to make a brief budget message. The Council had been provided with the preliminary budget thirty (30) days earlier than last year. This fact would allow time to consider/discuss same. He informed the Council that the February 27, 2013 Citizen Voice Meeting would be focused on the budget. He expressed his hope that citizens would attend this meeting focused on the budget. He encouraged all to read and review the budget document.

Mr. Hales acknowledged the Finance Department's staff's effort on the budget. This was the first time that the budget had been prepared utilizing the MUNIS software. This would allow accurate projections. The proposed budget for all funds was \$169.4 million. There would be no usage of the General Fund balance. He cited the increase to the Unreserved Fund Balance which was projected at \$17.1 million, (see page 74). He noted the in roads made to increase the fund balance.

The budget was a dynamic process. There were outstanding big ticket items. The Council needed to recognize the difficulty in preparing the budget. He stated that the property tax levy had been lowered.

City staff had prepared a balanced budget. The City was fortunate that the local economy appeared to be recovery. The City's economic development program had been successful. City staff had assisted businesses and there were new job opportunities in the community.

He addressed long term recommendations. He cited the City credit rating. Fitch had recently given the City a AA+, stable rating. A concern was raised regarding the State of IL. The state' fiscal rating impacted all governing bodies within the state.

He noted budget highlights: public safety, infrastructure and water. Three (3) firefighters would be added to reduce over time costs and positively impact the health of the current employees. Two (2) Police Patrol Officers would be added to address neighborhood needs and patrol. He cited infrastructure. \$4 million had been budgeted for street repair. This figure represented a \$500,000 increase. In addition, \$2 million had been budgeted for new construction. This totaled \$6 million budgeted for streets. The budget for sidewalks had been increased from \$150,000 to \$300,000. He cited the Sidewalk Master Plan which included a rating system.

City staff was developing a twenty (20) year Capital Improvement Plan. He noted that there were a number of master plans in process, (water, transportation, sewer, etc.) The plans will assist the Council to understand the needs and set priorities. The City will need to develop a financial plan which considered the impact upon the taxpayer and affordability.

There were additional resources directed towards the Water Plan. He cited analysis and investigation and land acquisition.

Three (3) new traffic signals would be installed. There were dollars budgeted for Hamilton Rd. land acquisition. There were two (2) major projects involving the rail road. City staff would aggressively pursue outside revenue such as state and federal grants/assistance.

His recommendation included a Communications Manager. This position would develop an aggressive program to work with citizens and keep the community informed. This individual would be responsible for a robust web site. This position was critical to transparency. There would be a community outreach program.

Mr. Hales addressed large ticket items that were currently not in the budget. Eagle View South Park with a \$600,000 costs. City staff was researching alternative revenue sources. The City had a \$400,000 OSLAD, (Open Space Land Area Development), grant which expired on December 31, 2013. The Council needed to address funding. He stressed the grant's expiration date. The Fire Department had requested an aerial ladder truck. He cited the Fire Stations Master Plan. This plan needed to be coordinated with a financing plan. The Solid Waste Study would be completed in the next few months. The Council would have to make policy decisions regarding solid waste which addressed service provision. He also noted the twenty (20) year Capital Improvement Plan. Next steps included rate studies and user fees. The City needed to protect its investments. There needed to be a replacement schedule. There would be an impact fee study which would address new growth versus existing neighborhoods. There would be long term financing strategies presented. The City's assets could not wait for an additional ten (10) years. City staff would identify needs, the Council would set the priorities and then a plan would be developed to address same.

The City needed to insure that economic development continued. Economic development insured the residents that the City would be able to provide quality services. He believed that he had highlighted the significant issues. He added that the Capital Lease would only be used for high ticket items. He would continue to report back to the Council. He extended his appreciation to City staff for their efforts on the budget. A Budget Work Session would be held on Saturday, March 2, 2013. He welcomed the Council's questions/comments.

Alderman McDade noted the February 27, 2013 Citizen Voice Meeting. She questioned if the draft budget would be placed on the City's web site. Mr. Hales noted that the draft budget would be posted to the web site tomorrow. A hard copy of the document would be filed with the City Clerk's Office and the Public Library. In addition, the document would be placed on CD (Compact Disks).

Alderman Mwilambwe questioned the schedule for the Budget Work Session. Mr. Hales stated that Lynn Montei had been retained to facilitate the Work Session. The goal was to make effective use of the time. He welcomed the Council's input.

Alderman Fruin noted the focus on the budget at the February 27, 2013 Citizen Voice meeting. This would be a good time for comments regarding same. He questioned the meeting's structure. Mayor Stockton stated the same as past Citizen Voice meetings.

Mr. Hales added that there would be a Public Hearing on the budget. Generally, it is held prior to approval of the budget ordinance. The Citizen Voice meeting would allow public input earlier in the process.

Alderman Schmidt recommended that the Citizen Voice meeting start with a budget overview. This overview would include not only the priorities but also what projects/services would not be provided.

Mayor Stockton noted that this evening was the beginning. The Council had received the budget document earlier than in the past.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, addressed the Council. The Council had been provided with a map which listed the various street resurfacing projects for Fiscal Year 2014. These projects had a total cost of \$4 million. Twenty-two (22) projects were listed. This map would become part of the bid specifications. He hoped all of these projects would be affordable. The bid specifications were being developed. City staff would also check the underground infrastructure.

Alderman Schmidt questioned Lutz Rd. Mr. Hales noted the City's five (5) year MFT (Motor Fuel Tax) program. He cited a number of projects which were listed on same. The program lacked an objective methodology. He had visited Luther Oaks.

Jim Karch, Public Works Director, addressed the Council. Lutz Rd. was under consideration. There was a high level twenty (20) year plan. Lutz Rd. had an estimated cost of \$2.5 million with an average daily traffic, (ADT), count of 350 vehicles. He cited the ADT for other road projects. There were a lot of needs. City staff also looked at alternatives such as street lighting. Lutz Rd. was sixteen feet (16') wide and the shoulder needed maintenance work. City staff had been working with Alderman Sage regarding this road.

MAYOR'S DISCUSSION: Mayor Stockton addressed the Liquor Commission's February 12, 2013 meeting agenda. He cited the proposed Text Amendment regarding video gaming parlors. The Commission would also address server training. The Commission wanted to make sure that it would be available before requiring same.

ALDERMEN'S DISCUSSION: Alderman Fruin addressed server training. He believed that voluntary participation should be encouraged. He noted that classes were available on line. He also believed that there was a vacancy on the Commission.

Mayor Stockton informed the Council that he was considering an individual with an enforcement background.

Alderman Fazzini informed the Council of a recent tourism trip to Pontiac, IL. Vacant retail space had been converted into art galleries with the city paying the rent.

The City needed to celebrate things that had been done right. He cited Frontier Airlines and the City's deposit of \$100,000. These dollars had not been used. He noted Frontier's discounted air fares which had an estimated savings of \$1.4 million, (\$800,000 for business customers and \$600,000 for individuals). The City had a viable airport.

He added that under Public Comment the Mayor had been provided with ten (10) cards from various individuals. He suggested that preference be granted to individuals who have not had the opportunity to address the Council.

Alderman Schmidt welcomed Alderman Mathy to the Council and recognized Alderman Sage's return to same.

She also addressed the Harwood Pl. street lighting. City staff had been described as dictatorial.

David Hales, City Manager, addressed the Council. A neighborhood meeting was held at City Hall. City staff listened to the residents. The current situation involved old light fixtures which were unsafe. There were various options. He cited the article that appeared in the Pantagraph. City staff was proactive. Input was requested. In the future, there would be additional citizen input.

Alderman Stearns cited her past involvement over the last couple of years. She had not been invited or informed of the neighborhood meeting. The residents want the street lights restored. David Beich, ADDRESS, took bids to restore same. She believed that the Farnsworth Group had been retained to provide a cost analysis. The City had retained the Country Club Pl. street lights. She questioned where the light bulbs were. The City could reuse parts from the Country Club Pl. street lights on Harwood Pl. The residents do not want new street lights.

Mr. Hales stated that one (1) person did not speak for the entire neighborhood. The answer was not that simple. There was life cycle costing which consider the best value, lowest cost and long term use of the street lights. The City would share the information with everyone once the cost and estimated life was known.

Motion by Alderman McDade, seconded by Alderman Schmidt, that the meeting be adjourned. Time: 9:22 p.m.

Motion carried.

**Tracey Covert
City Clerk**

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FOR COUNCIL: February 25, 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

Motion: _____ Seconded by: _____

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



FOR COUNCIL: February 11, 2013

SUBJECT: Request to Approve Lease Agreement for Multi-Functional Devices (MFD)-for various City Departments

RECOMMENDATION/MOTION: That the five (5) year lease agreement with Ricoh Company, Ltd., through previously competitively bid US Communities contract #58795, lead agency located in Los Angeles, CA, for thirty-two (32) MFD, be approved, in the amount of \$450,839.40, which is an estimated one (1) year cost of \$90,167.88, 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, by maintaining the City's printer/copier fleet, which is critical to multiple services provided throughout City departments.

STRATEGIC PLAN SIGNIFICANCE: Objective 1.a. - These multi-functional devices are critical to the daily operations of the City. They are used daily to print, copy, fax and scan documents in every City department, supporting all City services. The lease agreement will update a severely aging fleet of devices.

BACKGROUND: A multi-functional device (MFD) is a device that provides copy, print, fax and digital scan functionality. The multi-use capability of an MFD allows it to take the place of multiple individual devices which helps lower the overall management and maintenance burden for staff. In fact, through a City-wide needs assessment, Information Services staff has identified potentially nineteen (19) current individual print/copy/fax/scan devices that will be eliminated with this project.

The City currently has thirty-two (32) MFDs in use throughout various departments. The youngest of the City's current MFDs is over five (5) years old. The oldest machines are between seven (7) and eight (8) years old. These machines have experienced mechanical problems at a rate that has affected staff productivity within each department and Information Services. Although there are maintenance contracts in place for most of the current MFDs, staff has been informed that parts for these devices have become difficult to locate and purchase.

Staff is requesting this approval to replace these previously purchased devices through an equipment lease program provided through a US Communities Cooperative Purchasing Agreement. This agreement is a competitively bid contract (#58795, lead agency is Los Angeles, CA) which allows other entities the opportunity to lease the equipment at extremely competitive rates.

Staff has recommended the lease option versus the purchase of these devices. Although a lease is typically more expensive in the long run, it does provide the following significant benefits which include:

- Eliminates up front capital costs.
- Includes all maintenance and supplies for each device, other than paper and staples.
- Eliminates “lemon” problems - A habitually problematic machine will be replaced at no additional cost to the City.
- Eliminates obsolescence - Machine is returned to lessor at the end of the lease and replaced with an up to date machine.
- Planned replacement – Fleet will be replaced again at the end of the lease.

Staff has estimated the cost of the five (5) year lease at \$450,839.00 (an estimated \$90,167.88 annually) (please see attached spreadsheet for detail). This is an estimated cost since there are two cost components to the lease. The first component is a set monthly hardware cost for each MFD. The second cost component provides ongoing maintenance and consumables and is based on the number of color or black/white pages the devices either print, copy or fax. This “click charge” is \$0.053 for each color printed page, or \$0.0065 for each monochrome page. Staff has estimated the number of color and monochrome pages each of the thirty-two (32) MFDs are expected to print per month, and calculated the monthly “click charge” amount based on that estimate.

Staff researched the estimated five (5) year cost of ownership if the devices were purchased outright versus a lease. Based upon the same estimated “click charge” pricing and estimated number of color and monochrome printed pages for each of the thirty-two (32) MFDs, the five (5) year cost would be approximately \$423,606.00 (an estimated \$84,721.20 annually).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not Applicable

FINANCIAL IMPACT: The FY 2014 Budget will incorporate a departmental charge to offset the monthly hardware cost and consumable cost for each department which incorporates a MFD in its daily operations. Currently these expenditures are reflected in the “Other Purchase Services” and/or “Other Miscellaneous Expenses” line item. However, Finance plans to standardize the account for these services and create an individual line item dedicated for these expenditures. This will enhance the City’s ability to track these expenditures within each department’s budget.

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Information Services Director

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

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Lease Agreement
 Attachment 2. Lease Proposal – table
 Attachment 3. MFD information sheets

Motion: _____ Seconded by: _____

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

Product Schedule Number: _____
Master Lease Agreement Number: _____

This Product Schedule (this "Schedule") is between Ricoh USA, Inc. ("we" or "us") and City of Bloomington, as customer or lessee ("Customer" or "you"). This Schedule constitutes a "Schedule," "Product Schedule," or "Order Agreement," as applicable, under the _____ (together with any amendments, attachments and addenda thereto, the "Lease Agreement") identified above, between you and City of Bloomington. All terms and conditions of the Lease Agreement are incorporated into this Schedule and made a part hereof. If we are not the lessor under the Lease Agreement, then, solely for purposes of this Schedule, we shall be deemed to be the lessor under the Lease Agreement. It is the intent of the parties that this Schedule be separately enforceable as a complete and independent agreement, independent of all other Schedules to the Lease Agreement.

CUSTOMER INFORMATION

City of Bloomington				Scott Sprouls			
Customer (Bill To) 109 E. Olive Street				Billing Contact Name			
Product Location Address Bloomington McLean IL 61701				Billing Address (if different from location address)			
City	County	State	Zip	City	County	State	Zip
Billing Contact Telephone Number (309) 434-2473			Billing Contact Facsimile Number n/a		Billing Contact E-Mail Address ssprouls@cityblm.org		

PRODUCT/EQUIPMENT DESCRIPTION ("Product")

Qty	Product Description: Make & Model
10	Ricoh MPC3002
8	Ricoh MPC2051
6	Ricoh MPC4502
3	Ricoh MPC305
2	Ricoh MP2352s/p
1	Ricoh MPC7501
1	Ricoh MP2852s/p

Qty	Product Description: Make & Model
1	Ricoh MP301spt

PAYMENT SCHEDULE

Minimum Term (months) 60	Minimum Payment (Without Tax) \$ 3,154.00	Minimum Payment Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____	Advance Payment <input type="checkbox"/> 1 st Payment <input type="checkbox"/> 1 st & Last Payment <input type="checkbox"/> Other: _____
Guaranteed Minimum Images*°		Cost of Additional Images°	
Black/White	Color	Black/White	Color
0	0	.0065	.053
Meter Reading/Billing Frequency <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Other: _____			

* Based upon Minimum Payment Billing Frequency
° Based upon standard 8 1/2" x 11" paper size. Paper sizes greater than 8 1/2" x 11" may count as more than one image.

Sales Tax Exempt: YES (Attach Exemption Certificate) Customer Billing Reference Number (P.O. #, etc.) _____
Addendum(s) attached: YES (check if yes and indicate total number of pages: _____)

TERMS AND CONDITIONS

1. The first Payment will be due on the Effective Date. If the Lease Agreement uses the terms "Lease Payment" and "Commencement Date" rather than "Payment" and "Effective Date," then, for purposes of this Schedule, the term "Payment" shall have the same meaning as "Lease Payment," and the term "Effective Date" shall have the same meaning as "Commencement Date."

Master Lease Agreement

Number: _____

CUSTOMER INFORMATION

Full Legal Name City of Bloomington				
Address 109 E. Olive Street				
City Bloomington	State IL	Zip 61701	Contact Scott Sprouls	Telephone Number (309) 434-2473
Federal Tax ID Number <i>(Do Not Insert Social Security Number)</i>		Facsimile Number		E-mail Address ssprouls@cityblm.org
<input type="checkbox"/> Check if Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code				

This Master Lease Agreement (“Lease Agreement”) has been written in clear, easy to understand English. When we use the words “you”, “your” or “Customer” in this Lease Agreement, we mean you, our customer, as indicated above. When we use the words “we”, “us” or “our” in this Lease Agreement, we mean Ricoh USA, Inc. (“Ricoh”) or, if we assign this Lease Agreement or any Schedules executed in accordance with this Lease Agreement, pursuant to Section 13 below, the Assignee (as defined below). Our corporate office is located at 70 Valley Stream Parkway, Malvern, PA 19355.

- 1. Agreement.** We agree to lease or rent, as specified in any equipment schedule executed by you and us and incorporating the terms of this Lease Agreement by reference (a “Schedule”), to you, and you agree to lease or rent, as applicable, from us, subject to the terms of this Lease Agreement and such Schedule, the personal and intangible property described in such Schedule. The personal and intangible property described on a Schedule (together with all attachments, replacements, parts, substitutions, additions, repairs, and accessories incorporated in or affixed to the property and any license or subscription rights associated with the property) will be collectively referred to as “Product.” The manufacturer of the tangible Product shall be referred to as the “Manufacturer.” To the extent the Product includes intangible property or associated services such as periodic software licenses and prepaid data base subscription rights, such intangible property shall be referred to as the “Software.”
- 2. Schedules: Delivery and Acceptance.** Each Schedule that incorporates this Lease Agreement shall be governed by the terms and conditions of this Lease Agreement, as well as by the terms and conditions set forth in such individual Schedule. Each Schedule shall constitute a complete agreement separate and distinct from this Lease Agreement and any other Schedule. In the event of a conflict between the terms of this Lease Agreement and any Schedule, the terms of such Schedule shall govern and control, but only with respect to the Product subject to such Schedule. The termination of this Lease Agreement will not affect any Schedule executed prior to the effective date of such termination. When you receive the Product, you agree to inspect it to determine it is in good working order. Scheduled Payments (as specified in the applicable Schedule) will begin on the Product delivery and acceptance date (“Effective Date”). You agree to sign and return to us a delivery and acceptance certificate (which, at our request, may be done electronically) within three (3) business days after any Product is installed.
- 3. Term: Payments.** The first scheduled Payment (as specified in the applicable Schedule) (“Payment”) will be due on the Effective Date or such later date as we may designate. The remaining Payments will be due on the same day of each subsequent month, unless otherwise specified on the applicable Schedule. If any Payment or other amount payable under any Schedule is not received within ten (10) days of its due date, you will pay to us, in addition to that Payment, a one-time late charge of 5% of the overdue Payment (but in no event greater than the maximum amount allowed by applicable law). You also agree to pay all shipping and delivery costs associated with the ownership or use of the Product, which amounts may be included in your Payment or billed separately. You agree to pay \$25.00 for each check returned for insufficient funds or for any other reason. You also agree that, except as set forth in Section 18 below, THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ON ANY SCHEDULE TO THIS LEASE AGREEMENT. All Payments to us are “net” and unconditional and are not subject to set off, defense, counterclaim or reduction for any reason. You agree that you will remit payments to us in the form of company checks (or personal checks in the case of sole proprietorships), direct debit or wires only. You also

agree that cash and cash equivalents are not acceptable forms of payment for this Lease Agreement or any Schedule and that you will not remit such forms of payment to us. Payment in any other form may delay processing or be returned to you. Furthermore, only you or your authorized agent as approved by us will remit payments to us.

- 4. Product Location: Use and Repair.** You will keep and use the Product only at the Product Location shown in the applicable Schedule. You will not move the Product from the location specified in the applicable Schedule or make any alterations, additions or replacements to the Product without our prior written consent, which consent will not be unreasonably withheld. At your own cost and expense, you will keep the Product eligible for any Manufacturer’s certification as to maintenance and in compliance with applicable laws and in good condition, except for ordinary wear and tear. You shall engage Ricoh, its subsidiaries or affiliates, or an independent third party (the “Servicer”) to provide maintenance and support services pursuant to a separate agreement for such purpose (“Maintenance Agreement”). All alterations, additions or replacements will become part of the Product and our property at no cost or expense to us. We may inspect the Product at any reasonable time.

- 5. Taxes and Fees.** In addition to the payments under this Lease Agreement, you agree to pay all taxes, assessments, fees and charges governmentally imposed upon our purchase, ownership, possession, leasing, renting, operation, control or use of the Product. If we are required to file and pay property tax, you agree, at our discretion, to either: (a) reimburse us for all personal property and other similar taxes and governmental charges associated with the ownership, possession or use of the Product when billed by the jurisdictions; or (b) remit to us each billing period our estimate of the pro-rated equivalent of such taxes and governmental charges. In the event that the billing period sums include a separately stated estimate of personal property and other similar taxes, you acknowledge and agree that such amount represents our estimate of such taxes that will be payable with respect to the Product during the term of the applicable Schedule. As compensation for our internal and external costs in the administration of taxes related to each unit of Product, you agree to pay us a “Property Tax Administrative Fee” in an amount not to exceed the greater of 10% of the invoiced property tax amount or \$10 each time such tax is invoiced during the term of the applicable Schedule, not to exceed the maximum amount permitted by applicable law. The Property Tax Administrative Fee, at our sole discretion, may be increased by an amount not exceeding 10% thereof for each subsequent year during the term of the applicable Schedule to reflect our increased cost of administration and we will notify you of any such increase by indicating such increased amount in the relevant invoice or in such other manner as we may deem appropriate. If we are required to pay upfront sales or use tax and you opt to pay such tax over the term of the lease and not as a lump sum at lease inception, then you agree to pay us a “Sales Tax Administrative Fee” equal to 3.5% of the total tax due per year. Sales and use tax, if applicable, will be charged until a valid sales and use tax exemption certificate is provided to us.

_____ 
Customer Initials

6. **Warranties.** We transfer to you, without recourse, for the term of each Schedule, any written warranties made by the Manufacturer or Software Supplier (as defined in Section 10 of this Lease Agreement) with respect to the Product leased or rented pursuant to such Schedule. YOU ACKNOWLEDGE THAT YOU HAVE SELECTED THE PRODUCT BASED ON YOUR OWN JUDGMENT AND YOU HEREBY AFFIRMATIVELY DISCLAIM RELIANCE ON ANY ORAL REPRESENTATION CONCERNING THE PRODUCT MADE TO YOU. However, if you enter into a Maintenance Agreement with Servicer with respect to any Product, no provision, clause or paragraph of this Lease Agreement shall alter, restrict, diminish or waive the rights, remedies or benefits that you may have against Servicer under such Maintenance Agreement. WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO US AND OUR ASSIGNEE, YOU LEASE OR RENT THE PRODUCT "AS-IS." The only warranties, express or implied, made to you are the warranties (if any) made by the Manufacturer and/or Servicer to you in any documents, other than this Lease Agreement, executed by and between the Manufacturer and/or Servicer and you. YOU AGREE THAT, NOTWITHSTANDING ANYTHING TO THE CONTRARY, WE ARE NOT RESPONSIBLE FOR, AND YOU WILL NOT MAKE ANY CLAIM AGAINST US FOR, ANY CONSEQUENTIAL, SPECIAL, OR INDIRECT DAMAGES.
7. **Loss or Damage.** You are responsible for any theft of, destruction of, or damage to the Product (collectively, "Loss") from any cause at all, whether or not insured, from the time of Product delivery to you until it is delivered to us at the end of the term of the Schedule. You are required to make all Payments even if there is a Loss. You must notify us in writing immediately of any Loss. Then, at our option, you will either (a) repair the Product so that it is in good condition and working order, eligible for any Manufacturer's certification, (b) pay us the amounts specified in Section 12 below, or (c) replace the Product with equipment of like age and capacity from Ricoh.
8. **Indemnity, Liability and Insurance.** (a) To the extent not prohibited by applicable law, you agree to indemnify us, defend us and hold us harmless from all claims arising out of the death or bodily injury of any person or the damage, loss or destruction of any tangible property caused by or to the Product, except to the extent caused by our gross negligence or willful misconduct. (b) You agree to maintain insurance to cover the Product for all types of loss, including, without limitation, theft, in an amount not less than the full replacement value and you will name us as an additional insured and loss payee on your insurance policy. In addition, you agree to maintain comprehensive public liability insurance, which, upon our request, shall be in an amount acceptable to us and shall name us as an additional insured. Such insurance will provide that we will be given thirty (30) days advance notice of any cancellation. Upon our request, you agree to provide us with evidence of such insurance in a form reasonably satisfactory to us. If you fail to maintain such insurance or to provide us with evidence of such insurance, we may (but are not obligated to) obtain insurance in such amounts and against such risks as we deem necessary to protect our interest in the Product. Such insurance obtained by us will not insure you against any claim, liability or loss related to your interest in the Product and may be cancelled by us at any time. You agree to pay us an additional amount each month to reimburse us for the insurance premium and an administrative fee, on which we or our affiliates may earn a profit. In the event of loss or damage to the Product, you agree to remain responsible for the Payment obligations under this Lease Agreement until the Payment obligations are fully satisfied.
9. **Title; Recording.** We are the owner of and will hold title to the Product (except for any Software). You will keep the Product free of all liens and encumbrances. Except as reflected on any Schedule, you agree that this Lease Agreement is a true lease. However, if any Schedule is deemed to be intended for security, you hereby grant to us a purchase money security interest in the Product covered by the applicable Schedule (including any replacements, substitutions, additions, attachments and proceeds) as security for the payment of the amounts under each Schedule. You authorize us to file a copy of this Lease Agreement and/or any Schedule as a financing statement, and you agree to promptly execute and deliver to us any financing statements covering the Product that we may reasonably require; provided, however, that you hereby authorize us to file any such financing statement without your authentication to the extent permitted by applicable law.
10. **Software or Intangibles.** To the extent that the Product includes Software, you understand and agree that we have no right, title or interest in the Software, and you will comply throughout the term of this Lease Agreement with any license and/or other agreement ("Software License") entered into with the supplier of the Software ("Software Supplier"). You are responsible for entering into any Software License with the Software Supplier no later than the Effective Date.
11. **Default.** Each of the following is a "Default" under this Lease Agreement and all Schedules: (a) you fail to pay any Payment or any other amount within thirty (30) days of its due date, (b) any representation or warranty made by you in this Lease Agreement is false or incorrect and/or you do not perform any of your other obligations under this Lease Agreement or any Schedule and/or under any other agreement with us or with any of our affiliates and this failure continues for thirty (30) days after we have notified you of it, (c) a petition is filed by or against you or any guarantor under any bankruptcy or insolvency law or a trustee, receiver or liquidator is appointed for you, any guarantor or any substantial part of your assets, (d) you or any guarantor makes an assignment for the benefit of creditors, (e) any guarantor dies, stops doing business as a going concern or transfers all or substantially all of such guarantor's assets, or (f) you stop doing business as a going concern or transfer all or substantially all of your assets.
12. **Remedies.** If a Default occurs, we may do one or more of the following: (a) we may cancel or terminate this Lease Agreement and/or any or all Schedules, and/or any or all other agreements that we have entered into with you; (b) we may require you to immediately pay to us, as compensation for loss of our bargain and not as a penalty, a sum equal to: (i) all past due Payments and all other amounts then due and payable under this Lease Agreement or any Schedule; and (ii) the present value of all unpaid Payments for the remainder of the term of each Schedule plus the present value of our anticipated value of the Product at the end of the initial term of any Schedule (or any renewal of such Schedule), each discounted at a rate equal to 3% per year to the date of default, and we may charge you interest on all amounts due us from the date of default until paid at the rate of 1.5% per month, but in no event more than the maximum rate permitted by applicable law. We agree to apply the net proceeds (as specified below in this Section) of any disposition of the Product to the amounts that you owe us; (c) we may require you to deliver the Product to us as set forth in Section 14; (d) we or our representative may peacefully repossess the Product without court order and you will not make any claims against us for damages or trespass or any other reason; (e) we may exercise any and all other rights or remedies available to a lender, secured party or lessor under the Uniform Commercial Code ("UCC"), including, without limitation, those set forth in Article 2A of the UCC, and at law or in equity; (f) we may immediately terminate your right to use the Software including the disabling (on-site or by remote communication) of any Software; (g) we may demand the immediate return and obtain possession of the Software and re-license the Software at a public or private sale; (h) we may cause the Software Supplier to terminate the Software License, support and other services under the Software License, and/or (i) at our option, we may sell, re-lease, or otherwise dispose of the Product under such terms and conditions as may be acceptable to us in our discretion. You agree to pay all of our costs of enforcing our rights against you, including reasonable attorneys' fees, and all costs related to the sale or disposition of the Product including, without limitation, incidental damages expended in the repossession, repair, preparation, and advertisement for sale or lease or other disposition of the Product. If we take possession of the Product (or any Software, if applicable), we may sell or otherwise dispose of it with or without notice, at a public or private disposition, and to apply the net proceeds (after we have deducted all costs, including reasonable attorneys' fees) to the amounts that you owe us. You agree that, if notice of sale is required by law to be given, five (5) days notice shall constitute reasonable notice. You will remain responsible for any deficiency that is due after we have applied any such net proceeds.
13. **Ownership of Product; Assignment.** YOU HAVE NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE PRODUCT OR THIS LEASE AGREEMENT OR ANY SCHEDULE WITHOUT OUR PRIOR WRITTEN CONSENT (which consent shall not be unreasonably withheld). You agree that we may sell or assign all or a portion of our interests in the Product and/or this Lease Agreement or any Schedule without notice to you even if less than all the Payments have been assigned. In that event, the assignee (the "Assignee") will have such rights as we assign to them but none of our obligations (we will keep those obligations) and the rights of the Assignee will not be subject to any claims, defenses or set offs that you may have against us. No assignment to an Assignee will release Ricoh from any obligations Ricoh may have to you hereunder. The Maintenance Agreement you have entered into with a Servicer will remain in full force and effect with Servicer and will not be affected by any such assignment. You acknowledge that the Assignee did not manufacture or design the Product and that you have selected the Manufacturer, Servicer and the Product based on your own judgment.

14. Renewal; Return of Product. AFTER THE MINIMUM TERM OR ANY EXTENSION OF ANY SCHEDULE TO THIS LEASE AGREEMENT, SUCH SCHEDULE WILL AUTOMATICALLY RENEW ON A MONTH-TO-MONTH BASIS UNLESS EITHER PARTY NOTIFIES THE OTHER IN WRITING AT LEAST THIRTY (30) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE MINIMUM TERM OR EXTENSION OF SUCH SCHEDULE; PROVIDED, HOWEVER, THAT AT ANY TIME DURING ANY MONTH-TO-MONTH RENEWAL, WE HAVE THE RIGHT, UPON THIRTY (30) DAYS NOTICE, TO DEMAND THAT YOU RETURN THE PRODUCT TO US IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14. Notwithstanding the foregoing, nothing herein is intended to provide, nor shall be interpreted as providing, (a) you with a legally enforceable option to extend or renew the terms of this Lease Agreement or any Schedule, or (b) us with a legally enforceable option to compel any such extension or renewal. At the end of or upon termination of each Schedule, you will immediately return the Product subject to such expired Schedule to us (or our designee), to the location designated by us, in as good condition as when you received it, except for ordinary wear and tear. We will bear shipping charges so long as replacement equipment is selected from Ricoh. Otherwise, you will bear all shipping, de-installing, and crating expenses of the Product and will insure the Product for its full replacement value during shipping. You must pay additional monthly Payments at the same rate as then in effect under a Schedule, until the Product is returned by you and is received in good condition and working order by us or our designees. Notwithstanding anything to the contrary set forth in this Lease Agreement, the parties acknowledge and agree that we shall have no obligation to remove, delete, preserve, maintain or otherwise safeguard any information, images or content retained by or resident in any Products leased by you hereunder, whether through a digital storage device, hard drive or other electronic medium ("Data Management Services"). If desired, you may engage Ricoh to perform Data Management Services at then-prevailing rates. You acknowledge that you are responsible for ensuring your own compliance with legal requirements in connection with data retention and protection and that we do not provide legal advice or represent that the Products will guarantee compliance with such requirements. The selection, use and design of any Data Management Services, and any decisions arising with respect to the deletion or storage of data, as well as the loss of any data resulting therefrom, shall be your sole and exclusive responsibility.
15. Miscellaneous. It is the intent of the parties that this Lease Agreement and any Schedule shall be deemed and constitute a "finance lease" as defined under and governed by Article 2A of the UCC. ORAL AGREEMENTS OR COMMITMENTS TO LOAN MONEY, EXTEND CREDIT OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT INCLUDING PROMISES TO EXTEND OR RENEW SUCH DEBT ARE NOT ENFORCEABLE. YOU AGREE THAT THE TERMS AND CONDITIONS CONTAINED IN THIS LEASE AGREEMENT AND IN EACH SCHEDULE MAKE UP THE ENTIRE AGREEMENT BETWEEN US REGARDING THE LEASING OR RENTAL OF THE PRODUCT AND SUPERSEDE ALL PRIOR WRITTEN OR ORAL COMMUNICATIONS, UNDERSTANDINGS OR AGREEMENTS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER CONTAINED HEREIN, INCLUDING, WITHOUT LIMITATION, PURCHASE ORDERS. Any purchase order, or other ordering documents, will not modify or affect this Lease Agreement or any Schedule, nor have any other legal effect and shall serve only the purpose of identifying the equipment ordered. You authorize us to supply any missing "configure to order" number ("CTO"), other equipment identification numbers (including, without limitation, serial numbers), agreement/schedule identification numbers and/or dates in this Lease Agreement or any Schedule. You acknowledge that you have not been induced to enter into this Lease Agreement by any representation or warranty not expressly set forth in this Lease Agreement. Neither this Lease Agreement nor any Schedule is binding on us until we sign it. Any change in any of the terms and conditions of this Lease Agreement or any Schedule must be in writing and signed by us. If we delay or fail to enforce any of its rights under this Lease Agreement with respect to any or all Schedules, we will still be able to enforce those rights at a later time. All notices shall be given in writing and sent either (a) by certified mail or recognized overnight delivery service, postage prepaid, addressed to the party receiving the notice at the address shown on the front of this Lease Agreement, or (b) by facsimile transmission, with oral confirmation, to the facsimile number shown below such party's signature on this Lease Agreement. Either party may change its address or facsimile number by giving written notice of such change to the other party. Notices shall be effective on the date sent. Each of our respective rights and indemnities will survive the termination of this Lease Agreement and each Schedule. If more than one customer has signed this Lease Agreement or any Schedule, each customer agrees that its liability is joint and several. It is the express intent of the parties not to violate any applicable usury laws or to exceed the maximum amount of time price differential or interest, as applicable, permitted to be charged or collected by applicable law, and any such excess payment will be applied to payments in the order of maturity, and any remaining excess will be refunded to you. We make no representation or warranty of any kind, express or implied, with respect to the legal, tax or accounting treatment of this Lease Agreement and any Schedule and you acknowledge that we are an independent contractor and not your fiduciary. You will obtain your own legal, tax and accounting advice related to this Lease Agreement or any Schedule and make your own determination of the proper accounting treatment of this Lease Agreement or any Schedule. We may receive compensation from the Manufacturer or supplier of the Product in order to enable us to reduce the cost of leasing or renting the Product to you under this Lease Agreement or any Schedule below what we otherwise would charge. If we received such compensation, the reduction in the cost of leasing or renting the Product is reflected in the Minimum Payment specified in the applicable Schedule. You authorize us or our agent to obtain credit reports and make credit inquiries regarding you and your financial condition and to provide your information, including payment history, to our assignee and third parties having an economic interest in this Lease Agreement, any Schedule or the Product. You agree to provide updated annual and/or quarterly financial statements to us upon request.
16. Governing Law; Jurisdiction; Waiver of Trial By Jury and Certain Rights and Remedies Under The Uniform Commercial Code. YOU AGREE THAT THIS LEASE AGREEMENT AND ANY SCHEDULE WILL BE GOVERNED UNDER THE LAW FOR THE COMMONWEALTH OF PENNSYLVANIA. YOU ALSO CONSENT TO THE VENUE AND NON-EXCLUSIVE JURISDICTION OF ANY COURT LOCATED IN EACH OF THE COMMONWEALTH OF PENNSYLVANIA AND THE STATE WHERE YOUR PRINCIPAL PLACE OF BUSINESS OR RESIDENCE IS LOCATED TO RESOLVE ANY CONFLICT UNDER THIS LEASE AGREEMENT. THE PARTIES TO THIS LEASE AGREEMENT EACH WAIVE THE RIGHT TO TRIAL BY JURY IN THE EVENT OF A LAWSUIT. TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU WAIVE ANY AND ALL RIGHTS AND REMEDIES CONFERRED UPON A CUSTOMER OR LESSEE BY ARTICLE 2A OF THE UCC THAT YOU MAY HAVE AGAINST US (BUT NOT AGAINST THE MANUFACTURER OF THE PRODUCT). TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ASK TO SEE IDENTIFYING DOCUMENTS.
17. Counterparts; Facsimiles. Each Schedule may be executed in counterparts. The counterpart which has our original signature and/or is in our possession or control shall constitute chattel paper as that term is defined in the UCC and shall constitute the original agreement for all purposes, including, without limitation, (a) any hearing, trial or proceeding with respect to such Schedule, and (b) any determination as to which version of such Schedule constitutes the single true original item of chattel paper under the UCC. If you sign and transmit a Schedule to us by facsimile or other electronic transmission, the facsimile or such electronic transmission of such Schedule, upon execution by us (manually or electronically, as applicable), shall be binding upon the parties. You agree that the facsimile or other electronic transmission of a Schedule containing your facsimile or other electronically transmitted signature, which is manually or electronically signed by us, shall constitute the original agreement for all purposes, including, without limitation, those outlined above in this Section. You agree to deliver to us upon our request the counterpart of such Schedule containing your original manual signature.
18. State and Local Government Provisions. If the Customer is a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code, as indicated on the first page of this Lease Agreement, the following additional terms and conditions shall apply:
- (a) Essentiality. During the term of this Lease Agreement and any Schedule, the Product will be used solely for the purpose of performing one or more governmental or proprietary functions consistent with the permissible scope of your authority. You represent and warrant that the use of the Product is essential to performing such governmental or proprietary functions.

- (b) **Non-Appropriation/Non-Substitution.** (i) If all of the following shall occur: (A) your governing body fails to appropriate sufficient monies in any fiscal period for rentals and other payments coming due under a Schedule to this Lease Agreement in the next succeeding fiscal period for any equipment which will perform services and functions which in whole or in part are essentially the same services and functions performed by the Product covered by any such Schedule, (B) other funds are not available for such payments, and (C) the non-appropriation of funds did not result from any act or failure to act on your part, then a "Non-Appropriation" shall be deemed to have occurred. (ii) If a Non-Appropriation occurs, then: (A) you must give us immediate notice of such Non-Appropriation and provide written notice of such failure by your governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by such date, immediately upon Non-Appropriation, (B) no later than the last day of the fiscal year for which appropriations were made for the rental due under any Schedule to this Lease Agreement (the "Return Date"), you shall return to us all, but not less than all, of the Product covered by such Schedule to this Lease Agreement, at your sole expense, in accordance with the terms hereof; and (C) any Schedule to this Lease Agreement shall terminate on the Return Date without penalty or expense to you and you shall not be obligated to pay the rentals beyond such fiscal year, provided that (x) you shall pay any and all rentals and other payments due up through the end of the last day of the fiscal year for which appropriations were made and (y) you shall pay month-to-month rent at the rate set forth in any such Schedule for each month or part thereof that you fail to return the Product as required herein. (iii) Upon any such Non-Appropriation, upon our request, you will provide, upon our request, an opinion of independent counsel (who shall be reasonably acceptable to us), in form reasonably acceptable to us, confirming the Non-Appropriation and providing reasonably sufficient proof of such Non-Appropriation.
- (c) **Funding Intent.** You represent and warrant to us that you presently intend to continue this Lease Agreement and any Schedule hereto for the entire term of such Schedule and to pay all rentals relating to such Schedule and to do all things lawfully within your power to obtain and maintain funds from which the rentals and all other payments owing under such Schedule may be

made. The parties acknowledge that appropriation for rentals is a governmental function to which you cannot contractually commit yourself in advance and this Lease Agreement shall not constitute such a commitment. To the extent permitted by law, the person or entity in charge of preparing your budget will include in the budget request for each fiscal year during the term of each Schedule, respectively, to this Lease Agreement an amount equal to the rentals (to be used for such rentals) to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due during such fiscal year.

- (d) **Authority and Authorization.** (i) You represent and warrant to us that: (A) you are a State or political subdivision of a State, as those terms are defined in Section 103 of the Internal Revenue Code; (B) you have the power and authority to enter into this Lease Agreement and all Schedules to this Lease Agreement; (C) this Lease Agreement and all Schedules to this Lease Agreement have been duly authorized, executed and delivered by you and constitute valid, legal and binding agreement(s) enforceable against you in accordance with their terms; and (D) no further approval, consent or withholding of objections is required from any governmental authority with respect to this Lease Agreement or any Schedule to this Lease Agreement. (ii) If and to the extent required by us, you agree to provide us with an opinion of independent counsel (who shall be reasonably acceptable to us) confirming the foregoing and other related matters, in form and substance acceptable to us. (iii) You agree to take all required actions and to file all necessary forms, including IRS Forms 8038-G or 8038-GC, as applicable, to preserve the tax exempt status of this Lease Agreement and all Schedules thereto. (iv) You agree to provide us with any other documents that we may reasonably request in connection with the foregoing and this Lease Agreement.
- (e) **Assignment.** You agree to acknowledge any assignment to the Assignee in writing, if so requested, and, if applicable, to keep a complete and accurate record of all such assignments in a manner that complies with Section 149(a) of the Internal Revenue Code and the regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of the dates set forth below.

THE PERSON SIGNING THIS LEASE AGREEMENT ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: Stephen Stockton _____</p> <p>Title: Mayor _____ Date: 2/26/13</p> <p>Facsimile Number: _____</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ <i>Authorized Signer Signature</i></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p> <p>Facsimile Number: _____</p>
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2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the “*Image Management Plus Commitments*” page attached to this Schedule (collectively, the “Commitments”) are separate and independent obligations of Ricoh USA, Inc. (“Ricoh”) governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.

3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images (“Additional Images”). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ <small>Authorized Signer Signature</small></p> <p>Printed Name: Stephen Stockton _____</p> <p>Title: Mayor _____ Date: 2/26/13</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ <small>Authorized Signer Signature</small></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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RICOH USA, INC.
IMAGE MANAGEMENT PLUS COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("Ricoh"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper, staples and transparencies are not included.

RESPONSE TIME COMMITMENT

Ricoh will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any Ricoh office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

Ricoh will service the Product to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Product in your office, Ricoh, at Ricoh's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at Ricoh's service center, or Ricoh will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 8 business hours of a call or e-mail to one of Ricoh's account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Image Management Plus Product Schedule within a 2 day timeframe. *To ensure the most timely response please call 1-888-275-4566.*

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "Ricoh Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Service Commitments as of February 12, 2013.

CUSTOMER

By: _____
Name: **Stephen Stockton**
Title: **Mayor**
Date: **2/26/13**

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

Ricoh Lease Proposal

Department	Model	Monthly Hardware Cost	Estimate Monthly Color Usage	Estimate Monthly Black Usage	Estimated Color Click Charge .053	Estimated MonoClick Charge .0065	Estimated Monthly Click Charge	Estimated Monthly Charge
Administration	MPC3002	\$112.07	6,000	5,000	\$318.00	\$32.50	\$350.50	\$462.57
City Clerk	MPC3002	\$112.07	4,400	4,700	\$233.20	\$30.55	\$263.75	\$375.82
Engineering - Front	MPC4502	\$133.25	2,500	4,000	\$132.50	\$26.00	\$158.50	\$291.75
Engineering	MPC2051	\$64.02	2,500	2,000	\$132.50	\$13.00	\$145.50	\$209.52
Public Service	MPC2051	\$66.04	1,700	1,100	\$90.10	\$7.15	\$97.25	\$163.29
Fleet	MPC2051	\$63.77	500	1,000	\$26.50	\$6.50	\$33.00	\$96.77
Finance	MPC4502	\$131.07	2,500	8,200	\$132.50	\$53.30	\$185.80	\$316.87
Finance AP	MPC2051	\$71.58	1,000	2,000	\$53.00	\$13.00	\$66.00	\$137.58
Fire Station #2	MP2352	\$55.41	0	2,100	\$0.00	\$13.65	\$13.65	\$69.06
Fire Station HQ	MPC3002	\$112.07	1,500	3,300	\$79.50	\$21.45	\$100.95	\$213.02
Human Resources	MPC3002	\$112.07	2,500	4,500	\$132.50	\$29.25	\$161.75	\$273.82
Information Services	MPC3002	\$109.80	1,100	1,300	\$58.30	\$8.45	\$66.75	\$176.55
Police Administration	MPC2051	\$75.52	1,000	2,100	\$53.00	\$13.65	\$66.65	\$142.17
Police CID	MPC3002	\$112.19	3,000	4,200	\$159.00	\$27.30	\$186.30	\$298.49
Police CID - Jack	MPC305	\$37.00	1,000	1,000	\$53.00	\$6.50	\$59.50	\$96.50
Police Patrol	MP2352	\$57.68	0	3,400	\$0.00	\$22.10	\$22.10	\$79.78
Police Tower	MPC4502	\$131.07	3,800	8,000	\$201.40	\$52.00	\$253.40	\$384.47
Police Street Crimes	MPC2051	\$63.77	3,000	4,000	\$159.00	\$26.00	\$185.00	\$248.77
Water Administration	MPC4502	\$131.07	4,200	3,400	\$222.60	\$22.10	\$244.70	\$375.77
Water - Lake Blm	MPC3002	\$128.80	1,000	1,500	\$53.00	\$9.75	\$62.75	\$191.55
Cultural District	MPC3002	\$128.80	4,000	3,500	\$212.00	\$22.75	\$234.75	\$363.55
Legal	MPC4502	\$131.07	2,100	6,900	\$111.30	\$44.85	\$156.15	\$287.22
Parks & Recreation	MPC4502	\$157.07	2,000	12,000	\$106.00	\$78.00	\$184.00	\$341.07
Parks Maintenance	MPC2051	\$63.77	1,000	1,000	\$53.00	\$6.50	\$59.50	\$123.27
Lincoln Leisure Center	MP301SPF	\$24.00	0	500	\$0.00	\$3.25	\$3.25	\$27.25
The Den	MPC2051	\$63.77	1,200	700	\$63.60	\$4.55	\$68.15	\$131.92
Prairie Vista	MPC305	\$37.00	1,000	500	\$53.00	\$3.25	\$56.25	\$93.25
Highland	MPC305	\$37.00	1,000	500	\$53.00	\$3.25	\$56.25	\$93.25
Pepsi Ice Center	MP2852	\$71.25	0	5,000	\$0.00	\$32.50	\$32.50	\$103.75
PACE Administration	MPC3002	\$112.07	1,000	1,500	\$53.00	\$9.75	\$62.75	\$174.82
PACE Comm. Dev.	MPC3002	\$114.25	1,000	1,500	\$53.00	\$9.75	\$62.75	\$177.00
City Hall Copier	MPC7501	\$333.52	10,000	20,000	\$530.00	\$130.00	\$660.00	\$993.52
Monthly Totals		\$3,153.89					\$4,360.10	\$7,513.99
1 Year Lease Totals		\$37,846.68					\$52,321.20	\$90,167.88
5 Year Lease Totals		\$189,233.40					\$261,606.00	\$450,839.40
5 Year Purchase Totals		\$162,000.00					\$261,606.00	\$423,606.00

2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the “*Image Management Plus Commitments*” page attached to this Schedule (collectively, the “Commitments”) are separate and independent obligations of Ricoh USA, Inc. (“Ricoh”) governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.

3. **Image Charges/Meters:** In return for the Minimum Payment, you are entitled to use the number of Guaranteed Minimum Images as specified in the Payment Schedule of this Schedule. The Meter Reading/Billing Frequency is the period of time (monthly, quarterly, etc.) for which the number of images used will be reconciled. If you use more than the Guaranteed Minimum Images during the selected Meter Reading/Billing Frequency period, you will pay additional charges at the applicable Cost of Additional Images as specified in the Payment Schedule of this Schedule for images, black and white and/or color, which exceed the Guaranteed Minimum Images (“Additional Images”). The charge for Additional Images is calculated by multiplying the number of Additional Images by the applicable Cost of Additional Images. The Meter Reading/Billing Frequency may be different than the Minimum Payment Billing Frequency as specified in the Payment Schedule of this Schedule. You will provide us or our designee with the actual meter reading(s) by submitting meter reads electronically via an automated meter read program, or in any other reasonable manner requested by us or our designee from time to time. If such meter reading is not received within seven (7) days of either the end of the Meter Reading/Billing Frequency period or at our request, we may estimate the number of images used. Adjustments for estimated charges for Additional Images will be made upon receipt of actual meter reading(s). Notwithstanding any adjustment, you will never pay less than the Minimum Payment.

4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ <small>Authorized Signer Signature</small></p> <p>Printed Name: Stephen Stockton _____</p> <p>Title: Mayor _____ Date: 2/26/13</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ <small>Authorized Signer Signature</small></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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RICOH USA, INC.
IMAGE MANAGEMENT PLUS COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("Ricoh"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

TERM PRICE PROTECTION

The Image Management Minimum Payment and the Cost of Additional Images, as described on the Image Management Plus Product Schedule, will not increase in price during the Minimum Term of the Image Management Plus Product Schedule, unless agreed to in writing and signed by both parties.

PRODUCT SERVICE AND SUPPLIES

Ricoh will provide full coverage maintenance services, including replacement parts, drums, labor and all service calls, during Normal Business Hours. "Normal Business Hours" are between 8:00 a.m. and 5:00 p.m., Monday to Friday excluding public holidays. Ricoh will also provide the supplies required to produce images on the Product covered under the Image Management Plus Product Schedule (other than non-metered Product and soft-metered Product). The supplies will be provided according to manufacturer's specifications. Optional supply items such as paper, staples and transparencies are not included.

RESPONSE TIME COMMITMENT

Ricoh will provide a quarterly average response time of 2 to 6 business hours for all service calls located within a 30-mile radius of any Ricoh office, and 4 to 8 business hours for service calls located within a 31-60 mile radius for the term of the Image Management Plus Product Schedule. Response time is measured in aggregate for all Product covered by the Image Management Plus Product Schedule.

UPTIME PERFORMANCE COMMITMENT

Ricoh will service the Product to be Operational with a quarterly uptime average of 96% during Normal Business Hours, excluding preventative and interim maintenance time. Downtime will begin at the time you place a service call to Ricoh and will end when the Product is again Operational. You agree to make the Product available to Ricoh for scheduled preventative and interim maintenance. You further agree to give Ricoh advance notice of any critical and specific uptime needs you may have so that Ricoh can schedule with you interim and preventative maintenance in advance of such needs. As used in these Service Commitments, "Operational" means substantial compliance with the manufacturer's specifications and/or performance standards and excludes customary end-user corrective actions.

IMAGE VOLUME FLEXIBILITY AND PRODUCT ADDITIONS

At any time after the expiration of the initial ninety day period of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, Ricoh will, upon your request, review your image volume. If the image volume has moved upward or downward in an amount sufficient for you to consider an alternative plan, Ricoh will present pricing options to conform to a new image volume. If you agree that additional product is required to satisfy your increased image volume requirements, Ricoh will include the product in the pricing options. The addition of product and/or increases/decreases to the Guaranteed Minimum Images requires an amendment ("Amendment") to the Image Management Plus Product Schedule that must be agreed to and signed by both parties to the Schedule. The term of the Amendment may not be less than the remaining term of the existing Image Management Plus Product Schedule but may extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. Adjustments to the Guaranteed Minimum Images commitment and/or the addition of product may result in a higher or lower minimum payment. Images decreases are limited to 25% of the Guaranteed Minimum Images in effect at the time of Amendment.

PRODUCT AND PROFESSIONAL SERVICES UPGRADE OPTION

At any time after the expiration of one-half of the original term of the Image Management Plus Product Schedule to which these Service Commitments relate, you may reconfigure the Product by adding, exchanging, or upgrading to an item of Product with additional features or enhanced technology. A new Image Management Plus Product Schedule or Amendment must be agreed to and signed by the parties to the Schedule, for a term not less than the remaining term of the existing Image Management Plus Product Schedule but may, in the case of an Amendment, extend the remaining term of the existing Image Management Plus Product Schedule for up to an additional 60 months. The Cost of Additional Images and the Minimum Payment of the new Image Management Plus Product Schedule will be based on any obligations remaining on the Product, the added product and new image volume commitment. Your Ricoh Account Executive will be pleased to work with you on a Technology Refresh prior to the end of your Image Management Plus Product Schedule or Amendment.

PERFORMANCE COMMITMENT

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Product in your office, Ricoh, at Ricoh's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at Ricoh's service center, or Ricoh will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 8 business hours of a call or e-mail to one of Ricoh's account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Image Management Plus Product Schedule within a 2 day timeframe. *To ensure the most timely response please call 1-888-275-4566.*

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "Ricoh Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Service Commitments as of February 12, 2013.

CUSTOMER

By: _____
Name: **Stephen Stockton**
Title: **Mayor**
Date: **2/26/13**

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

2. You, the undersigned Customer, have applied to us to use the above-described Product for lawful commercial (non-consumer) purposes. **THIS IS AN UNCONDITIONAL, NON-CANCELABLE AGREEMENT FOR THE MINIMUM TERM INDICATED ABOVE**, except as otherwise provided in any non-appropriation provision of the Lease Agreement, if applicable. If we accept this Schedule, you agree to use the above Product on all the terms hereof, including the terms and conditions on the Lease Agreement. **THIS WILL ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS SCHEDULE AND THE LEASE AGREEMENT AND HAVE RECEIVED A COPY OF THIS SCHEDULE AND THE LEASE AGREEMENT.** You acknowledge and agree that the Ricoh service commitments included on the “*Image Management Plus Commitments*” page attached to this Schedule (collectively, the “Commitments”) are separate and independent obligations of Ricoh USA, Inc. (“Ricoh”) governed solely by the terms set forth on such page. If we assign this Schedule in accordance with the Lease Agreement, the Commitments do not represent obligations of any assignee and are not incorporated herein by reference. You agree that Ricoh alone is the party to provide all such services and is directly responsible to you for all of the Commitments. We are or, if we assign this Schedule in accordance with the Lease Agreement, our assignee will be, the party responsible for financing and billing this Schedule, including, but not limited to, the portion of your payments under this Schedule that reflects consideration owing to Ricoh in respect of its performance of the Commitments. Accordingly, you expressly agree that Ricoh is an intended party beneficiary of your payment obligations hereunder, even if this Schedule is assigned by us in accordance with the Lease Agreement.

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4. Additional Provisions (if any) are: _____

THE PERSON SIGNING THIS SCHEDULE ON BEHALF OF THE CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO DO SO.

<p>CUSTOMER</p> <p>By: X _____ <small>Authorized Signer Signature</small></p> <p>Printed Name: Stephen Stockton _____</p> <p>Title: Mayor _____ Date: 2/26/13</p>	<p>Accepted by: RICOH USA, INC.</p> <p>By: _____ <small>Authorized Signer Signature</small></p> <p>Printed Name: _____</p> <p>Title: _____ Date: _____</p>
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RICOH USA, INC.
IMAGE MANAGEMENT PLUS COMMITMENTS

The below service commitments (collectively, the "Service Commitments") are brought to you by Ricoh USA, Inc., an Ohio corporation having its principal place of business at 70 Valley Stream Parkway, Malvern, PA 19355 ("Ricoh"). The words "you" and "your" refer to you, our customer. You agree that Ricoh alone is the party to provide all of the services set forth below and is fully responsible to you, the customer, for all of the Service Commitments. Ricoh or, if Ricoh assigns the Product Schedule to which this page is attached in accordance with the Lease Agreement (as defined in such Product Schedule), Ricoh's assignee, is the party responsible for financing and billing the Image Management Plus Product Schedule. The Service Commitments are only applicable to the equipment ("Product") described in the Image Management Plus Product Schedule to which these Service Commitments are attached, excluding facsimile machines, single-function and wide-format printers and production units. The Service Commitments are effective on the date the Product is accepted by you and apply during Ricoh's normal business hours, excluding weekends and Ricoh recognized holidays. They remain in effect for the Minimum Term so long as no ongoing default exists on your part.

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PERFORMANCE COMMITMENT

Ricoh is committed to performing these Service Commitments and agrees to perform its services in a manner consistent with the applicable manufacturer's specifications. If Ricoh fails to meet any Service Commitments and in the unlikely event that Ricoh is not able to repair the Product in your office, Ricoh, at Ricoh's election, will provide to you either the delivery of a temporary loaner, for use while the Product is being repaired at Ricoh's service center, or Ricoh will replace such Product with comparable Product of equal or greater capability at no additional charge. These are the exclusive remedies available to you under the Service Commitments. Customer's exclusive remedy shall be for Ricoh to re-perform any Services not in compliance with this warranty and brought to Ricoh's attention in writing within a reasonable time, but in no event more than 30 days after such Services are performed. If you are dissatisfied with Ricoh's performance, you must send a registered letter outlining your concerns to the address specified below in the "Quality Assurance" section. Please allow 30 days for resolution.

ACCOUNT MANAGEMENT

Your Ricoh sales professional will, upon your request, be pleased to review your product performance metrics on a quarterly basis and at a mutually convenient date and time. Ricoh will follow up within 8 business hours of a call or e-mail to one of Ricoh's account management team members requesting a metrics review. Ricoh will, upon your request, be pleased to annually review your business environment and discuss ways in which Ricoh may improve efficiencies and reduce costs relating to your document management processes.

QUALITY ASSURANCE

Please send all correspondence relating to the Service Commitments via registered letter to the Quality Assurance Department located at: 3920 Arkwright Road, Macon, GA 31210, Attn: Quality Assurance. The Quality Assurance Department will coordinate resolution of any performance issues concerning the above Service Commitments with your local Ricoh office. If either of the Response Time or Uptime Performance Commitments is not met, a one-time credit equal to 3% of your Minimum Payment invoice total will be made available upon your request. Credit requests must be made in writing via registered letter to the address above. Ricoh is committed to responding to any questions regarding invoiced amounts for the use of the Product relating to the Image Management Plus Product Schedule within a 2 day timeframe. *To ensure the most timely response please call 1-888-275-4566.*

MISCELLANEOUS

These Service Commitments do not cover repairs resulting from misuse (including without limitation improper voltage or environment or the use of supplies that do not conform to the manufacturer's specifications), subjective matters (such as color reproduction accuracy) or any other factor beyond the reasonable control of Ricoh. Ricoh and you each acknowledge that these Service Commitments represent the entire understanding of the parties with respect to the subject matter hereof and that your sole remedy for any Service Commitments not performed in accordance with the foregoing is as set forth under the section hereof entitled "Performance Commitment". The Service Commitments made herein are service and/or maintenance warranties and are not product warranties. Except as expressly set forth herein, Ricoh makes no warranties, express or implied, including any implied warranties of merchantability, fitness for use, or fitness for a particular purpose. Neither party hereto shall be liable to the other for any consequential, indirect, punitive or special damages. Customer expressly acknowledges and agrees that, in connection with the security or accessibility of information stored in or recoverable from any Product provided or serviced by Ricoh, Customer is solely responsible for ensuring its own compliance with legal requirements or obligations to third parties pertaining to data security, retention and protection. To the extent allowed by law Customer shall indemnify and hold harmless Ricoh and its subsidiaries, directors, officers, employees and agents from and against any and all costs, expenses, liabilities, claims, damages, losses, judgments or fees (including reasonable attorneys' fees) arising from its failure to comply with any such legal requirements or obligations. These Service Commitments shall be governed according to the laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles. These Service Commitments are not assignable by the Customer. Unless otherwise stated in your Implementation Schedule, your Product will ONLY be serviced by a "Rico Certified Technician". You acknowledge and agree that, in connection with its performance of its obligations under these Service Commitments, Ricoh may place automated meter reading units on imaging devices, including but not limited to the Product, at your location in order to facilitate the timely and efficient collection of accurate meter read data on a monthly, quarterly or annual basis. Ricoh agrees that such units will be used by Ricoh solely for such purpose. Once transmitted, all meter read data shall become the sole property of Ricoh and will be utilized for billing purposes.

IN WITNESS WHEREOF, each party has caused its duly authorized officer to execute these Service Commitments as of February 12, 2013.

CUSTOMER

By: _____
Name: **Stephen Stockton**
Title: **Mayor**
Date: **2/26/13**

RICOH USA, INC.

By: _____
Name: _____
Title: _____
Date: _____

RICOH
imagine. change.

Ricoh Aficio MP 301SPF

Multifunction B&W

Copier Printer Facsimile Scanner



MP 301SPF

31 ppm
monochrome

Affordable, productive multitasking at your convenience

Raise your expectations — and improve your productivity. The RICOH® Aficio® MP 301SPF offers advanced capabilities to streamline workflow and reduce total cost of ownership. Use it to produce fast, black-and-white output, share electronic documents, protect sensitive information and optimize IT resources cost-effectively. With its unique combination of powerful, reliable performance and intuitive management in a compact design, it offers incredible value as the primary multifunction device in an office or as part of an integrated Ricoh Managed Document Services (MDS) strategy throughout the enterprise. Expect the MP 301SPF to exceed your low-volume, desktop multifunctional product demands without compromising space or the budget.

Choose your own efficiency

Loaded with customizable features in a sleek, desktop design, the MP 301SPF makes everyday tasks more accessible. The tiltable, 4.3" color touch-panel display and an optional external keyboard enable users to deftly manage every job with ease. Four frequently used functions are available directly from the Home Screen, so users can select specific workflows quickly to save steps and help maximize productivity. In addition, users can return to the Home Screen at any time with simple, one-touch operation.



Perform any task, anywhere

Move mobile users forward, while improving workflow, with innovative electronic media capabilities. Users can insert a USB memory or SD card into a slot on the MFP control panel to preview and print output remotely, without a PC. Users can also work from a mobile device, such as a smart phone or tablet, to locate the MFP quickly and print output without the use of utilities, software or drivers.



Discover the power of versatility

The MP 301SPF enables users to handle a wide range of demanding tasks with ease. It generates up to 31 pages per minute for outstanding throughput. Storage capacity can be expanded to 1,350 paper sheets to support longer, uninterrupted runs. Its 8" x 14" platen is perfect for copying, scanning and faxing oversized documents, including booklets, catalogs and other media. In addition, when the optional hard drive is installed the Document Server offers convenient access for up to 3,000 frequently-used documents.



A sleek, compact MFP streamlined for the desktop—and your workflow

Sustainable savings and productivity

Backed by Ricoh's long-standing commitment to energy- and environmentally-friendly solutions, the MP 301SPF offers a host of innovative features to reduce total cost of ownership. With the Eco-Friendly Indicator, users can check usage status for individual employees and foster more environmental awareness and responsible paper consumption. With its class leading energy efficiency, based on the low Typical Energy Consumption (TEC) value of only 1.5 kWh/week, combined with a short recovery time of less than 10 seconds from Sleep Mode, high speed duplexing and enhanced first copy out time, the system provides a quicker availability and saves more energy.



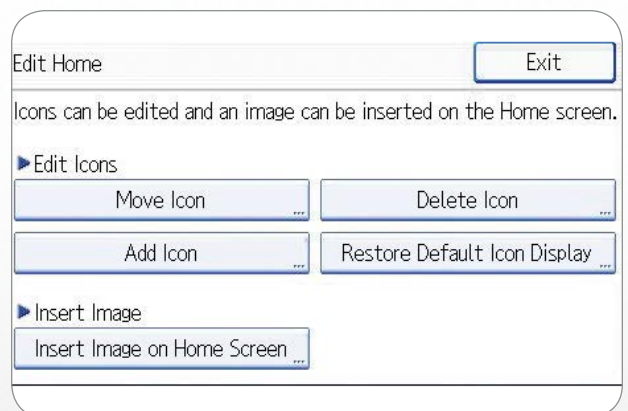
Sophisticated scanning and faxing

Capture black-and-white or full-color originals quickly and distribute them electronically for faster, more affordable communications. Users can retrieve numbers and addresses from LDAP-registered directories and eliminate costly delivery charges by sending documents instantly via Scan-to-Email/Folder/SD/USB. One-sided and two-sided originals can be scanned in a single job using Enhanced Batch Scan to boost productivity. Plus, a powerful Super G3 fax modem, IP (T.38) and Internet (T.37) faxing minimize bottlenecks while eliminating transmission costs.



Complex management tasks simplified

With exceptional compatibility and easy-to-use utilities, the MFP automates processes and optimizes workflow. Users can take advantage of Ricoh's services-led platform to integrate customized applications and software solutions to boost productivity and help reduce operating costs. Shortcuts, system and application settings and more can be exported to an SD card for installation on another MP 301. Workflows can be customized from the desktop and accessed within moments for fast walk-up operations on the most comprehensive jobs.



General Specifications

Configuration	Desktop Multifunctional Product (MFP)
Scanning Element	Flatbed with CCD array image-sensing element
Printing Process	Laser beam scanning/marketing & electro-photographic printing
System Memory	1GB. (RAM) standard
Output Speed (Copy/Print)	Up to 31 ppm (Letter)
First Copy Time	6 seconds or less
Recovery Time to Product Ready Mode	Less than 23 seconds (from main power switch on)
Copy Resolution	600 x 600 dpi (platen), 600 x 300 (ARDF)
Grayscale	256 levels
Exposure Adjustment	Manual and automatic
Multiple Copies	Up to 99
Document Feeder (Standard)	Automatic Reversing Document Feeder (ARDF)
Original Capacity	50 sheets (ARDF)
Paper Sizes	Standard Tray: 5.5" x 8.5" to 8.5" x 11" (A4/ LT/A5/HLT) Optional Trays: 8.5" x 11" to 8.5" x 14" (A4/LT/ LG/Folio) Bypass Tray: 5.5" x 8.5" to 8.5" x 14" (A6/A5/A4/LT/LG) Duplex Unit: 8.5" x 11" to 8.5" x 14" (A4/LT/LG)
Paper Weights	Standard/Optional Trays: 16 – 24 lb. Bond (60 – 90 g/m) Bypass Tray: 16 – 42 lb. Bond (60 – 157 g/m) Duplex Unit: 20 – 24 lb. Bond (60 – 90 g/m) Up to 8.5" x 14"
Exposure Glass	Standard: 250 sheets + 100-Sheet Bypass Tray
Input Capacity	Optional: 500 sheets x 1 or 2 Trays 250 sheets (internal tray)
Output Capacity	Plain, Recycled, Colored, Letterhead, Preprinted, Bond, Card Stock, Prepunched, Special, Thick*, OHP (Transparency)*, Envelopes*, Label Stock*
Paper Types	Standard
Auto Duplex	Standard
Zoom	25% to 400% in 1% increments
Preset Reduction and Enlargement Ratios	65%, 78%, 93%, 129%, 155%
Dimensions (WxDxH)	19.0" x 17.7" x 18.1" (476 mm x 450 mm x 451 mm) – includes ARDF
Weight	57.3 lbs./ 26 kg.
Power Requirements	120V, 60Hz, 8A
Power Consumption	Less than 1,1 kW (max.) Sleep Mode, 2.8 W (MP 301SPF) MP 301SPF – 1.507 kWh/week***
TEC	
Standard Features	Document Server**, Image Rotation, Auto Off Timer, Combine Copy, Electronic Sort, Energy Saver Timer, Photo Mode, Series Copy, Job Programs (25), User Codes (8 digits, 1,000 Personal Codes)

*Bypass Tray only.
**HDD option required.
***Typical electric consumption by ENERGY STAR program

Printer

CPU	RM7035C – 533 MHz
Memory Capacity	Standard: 1 GB RAM
Hard Disk Drive	Optional: 128 GB HDD
Page Description Languages	Standard: PCL5e/6, Genuine Adobe® PostScript®3
Maximum Print Resolution	600 x 600 dpi
Standard Interfaces	Ethernet (RJ-45 network port : 10Base-T/100Base-TX), USB2.0 Type A and B
Optional Interfaces	IEEE1284, Wireless LAN (IEEE802.11a/b/g), Giga Ethernet (1000BASE-T), Bluetooth
Network Protocols	TCP/IP (IPv4, IPv6), IPX/SPX (available with Netware option)
Fonts for PCL 5e/6	45 Roman fonts
Fonts for PS3	136 Roman fonts
Network Operating Systems	Windows XP/Server 2003/Vista/Server 2008/7; Novell Netware 6.5; UNIX Filters for Sun Solaris 2.6/7/8/9/10; HP-UX 10.x/11.x/11v2/11v3; Red Hat Linux Enterprise V4, V5, V6; SCO OpenServer 5.0.6/5.0.7/6.0; IBM AIX Version 5.3, 6.1, 7.1; SAP R/3, 3.x or later, mySAP, ERP2004 or later; Mac OS X 10.2 or later, Citrix Metaframe XP/ Presentation Server 4, 5/XenApp 5.0, 6.0
Utilities	SmartDeviceMonitor for Admin and Client, Web SmartDeviceMonitor, Web Image Monitor
Other Printer Features	Media Direct Print (Print from USB/SD), Mobile Driver, Bonjour Support, Classification Code, Mail to Print*, PDF Direct Print, Sample/Hold/Stored/Locked Print, Store and Print, Windows Active Directory Support, DDNS Support, WSPrinter, PCL resident font adoption, Tray-Parameter Change from WebImageMonitor, XPS Support

¹ HDD option required.

Scanner

Scanning Speed	31 ipm @ 300 dpi B/W (LT) 21 ipm @ 300 dpi Full-Color (LT)
Scanning Resolution	100 to 600 dpi
Scan Area	Main: 8.5" (216 mm) Sub: 14.02" (356 mm)
Compression Method	B/W: MH (default), MR, MMR, JBIG2 Full-Color: JPEG
Scan Mode	B/W: Text, Text/Line Art, Text/Photo, Photo, Grayscale Full-Color: Text/Photo, Glossy Photo, Grayscale
Standard Interfaces	Ethernet 10BASE-T/100BASE-TX
Optional Interfaces	Wireless LAN (IEEE 802.11a/b/g), Gigabit Ethernet (1000BASE-T)
Scan Modes Supported	File Formats: Single/Multi Page TIFF, Single/Multi Page PDF, Single/Multi Page High Compression PDF and Single/Multi Page PDF/A; Single Page JPEG Scan-to-USB/SD, Scan-to-Email (POP, SMTP, TCP/IP); Scan-to-Folder (SMB/FTP/NCP); Network TWAIN Scanning; WSDScanner for Vista

Standard Features

	PDF Encryption, Preview Before Transmission (TX Preview), Drop Out Color Send, Simultaneous Fax and Scan, Scan-to-Email/SMB/FTP/URL/NCP*, LDAP Support, TWAIN Scanning
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¹ HDD option required.
² Netware option required

Fax

Type	ITU-T (CCITT) G3
Circuit	PSTN, PBX
Resolution	200 x 100 dpi, 200 x 200 dpi
Modem Speed	33.6K – 2,400 bps with Auto Fallback
Compression Method	MH, MR, MMR, JBIG
Scan Speed	2.4 seconds (Letter)
Transmission Speed	Approx. 2 seconds/page (JBIG)
Memory	4 MB (approx. 320 pages)
Memory Backup	12 hours
Quick/Speed Dials	200 (2,000 with HDD Option)
Group Dials	10 groups (max. 100 numbers per group with HDD option)
User Function Key	3 keys
Standard Features	Detection of Misplaced Documents, Double Check Destination Address, Direct SMTP, Simultaneous Fax and Scan, Fax Forward to Email/Folder, Internet Fax (T.37), IP Fax (T.38), LAN Fax, Paperless Fax*, LDAP Support

¹ HDD option required.

Paper Feed Unit PB1040 (Option)

Paper Size	8.5" x 11" SEF, 8.5" x 14" SEF (A4/LT/LG)
Paper Weight	16 – 24 lb. Bond (60 – 90 g/m ²)
Paper Capacity	500 sheets x 1 or 2 Trays

Additional Options

HDD Option Type 301 (includes HDD overwrite and encryption), Cabinet, Type FAC57, Cabinet, Type FAC58, IEEE1284 Interface Board Type A, IEEE802.11a/g Interface Unit Type J, Gigabit Ethernet Board Type A, Bluetooth Interface Unit Type D, VM Card Type U, File Format Converter Type E, Browser Unit Type G, SD Card for NetWare Printing Type I, Unicode Font Package for SAP (1/10/100 License Packs available), Handset Type C5502, Optional Counter Interface Unit Type A, Copy Data Security Unit Type F, ACK3400-U Key Board

Security

Quota Setting/Account Limit; SMTP over SSL; Hard Disk Data Overwrite Security; Authentication (Windows/LDAP/Kerberos/Basic/ User Code/802.1x Wired); Encryption (Address Book/Authentication Password/SSL Communication/S/MIME/IPsec/Locked Print Password/HDD); Network Protocol (Port) On/Off; IP Filtering; Copy Data Security Unit; RAM Based Security when HDD is not installed

¹ Only required with HDD option.

Some features may require additional options.



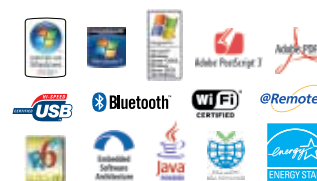
MP 301SPF and FAC 57 Cabinet



MP 301SPF with Optional PB1040 Paper Tray and FAC 58 Cabinet



MP 301SPF with Two Optional PB1040 Paper Trays and FAC 58 Cabinet



Ricoh Aficio MP 2352/MP 2852/
MP 3352
Digital Imaging System
Your choice for more efficient workflow

RICOH



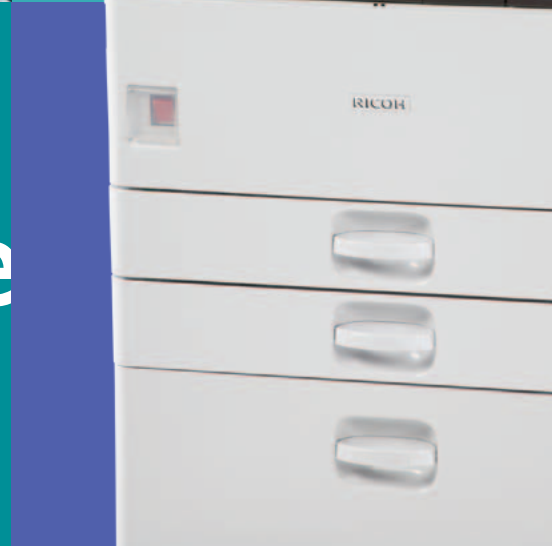
execute



secure



streamline



Ricoh Aficio MP 2352/MP 2852/MP 3352

Customize document management for any workflow.

Expectations are high. You're facing more tasks, more challenges—and less time. So why not demand more from your multifunction system? The RICOH® Aficio® MP 2352/MP 2852/MP 3352 offers unmatched versatility and innovative security for superior productivity and efficiency. It provides copy, print, scan and fax capabilities in a compact design so you can produce a wide range of jobs with exceptional quality. Plus, it incorporates a host of sustainable, eco-friendly features that can enable fast-paced offices to save money while conserving energy. Use it as your workhorse device to streamline workflow from creation to finishing, or integrate it into a comprehensive Managed Document Services (MDS) strategy and improve productivity while reducing total cost of ownership.



The Ricoh Aficio MP 2352/MP 2852/MP 3352 offers versatile multifunction performance, innovative security and advanced distribution capabilities in a compact, environmentally-friendly design.

Flexible Compact Convenient Productive

Enhance Productivity

Accomplish every task with incredible speed and convenience. The Ricoh Aficio MP 2352/MP 2852/MP 3352 offers all-in-one performance for fast, cost-effective workflow.

- Deliver exceptional multifunction performance with printing, copying, color scanning and faxing. The MP 2852/MP 3352 is available in two configurations—a standard scan/print version and a highly-configurable copier version, which can also be modified to print, scan or fax to suit your office environment. The MP 2352 is available in a standard scan/print configuration.
- Generate up to 33 black-and-white pages-per-minute and proceed to the next job quickly.
- Execute workflows seamlessly with a wide range of document distribution tools that can be tailored for your office for maximum convenience.
- Reprint, refax or scan instantly with the Document Server. It stores up to 3,000 frequently-used documents to expedite workflow.

Share More Efficiently

With its wide range of scanning capabilities, this digital imaging system enables quick electronic document capture and convenient distribution options for incredible flexibility, productivity and value.

- Capture documents in monochrome or in vibrant color and reduce file sizes with high-compression PDF for faster transmission and printing without compromising image quality.
- Distribute documents instantly with Scan-to-Email or automate document sharing and archiving with Scan-to-Folder.
- Employ Scan-to-URL for network flexibility. Users can store the document on the Hard Disk Drive to reduce network traffic and view and download files via Web browser.
- Preview electronic documents as full-color thumbnails for accurate review that can enhance efficiency while minimizing wasted supplies.

Deliver High-Quality Results

The Ricoh Aficio MP 2352/MP 2852/MP 3352 offers powerful network printing to ensure fast-moving workflows and affordable output.

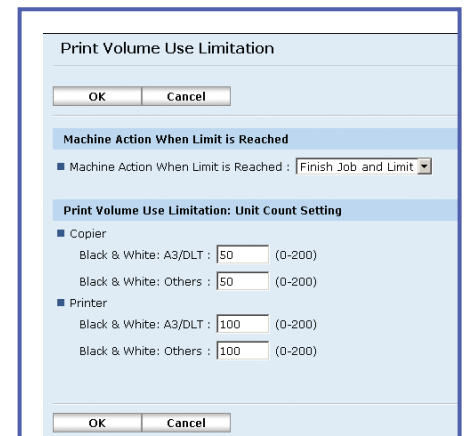
- Simplify print jobs with the icon-driven, PCL6 user interface driver and optional genuine Adobe® PostScript3® drivers.
- Enjoy seamless integration with Windows, Macintosh, Unix and AS/400 environments and a host of standard or optional interfaces to ensure that local network requirements are met.
- Modify queues for print jobs at any time with the Job Function List feature and meet even the most ambitious deadlines.
- Expedite jobs with PDF Direct Print. Users can print PDFs without opening Adobe Acrobat or taxing the network.
- Avoid print bottlenecks with Auto Job Promote. This feature holds a job when a resource is not available—such as a different paper size—and automatically prints the next job in the queue.



Load scanned documents to portable media using Scan-to-Media capabilities with the USB/SD card slot and print TIFF, PDF and JPG files virtually anywhere.



Color scanning combined with innovative Scan-To capabilities promotes cost-free document distribution and less taxing network traffic.



Set output limits for individuals and groups with the Quota Setting feature to effectively control print costs.

Outstanding Efficiency in a Compact Design

50-Sheet Automatic Reversing Document Feeder (standard)
(Optional for the MP 2852/MP 3352 copier only configurations)
Scan multi-page and mixed size originals quickly and easily.

500-Sheet External Finisher (optional)
Realize greater cost savings and productivity by printing reports and presentations in-house.

1,000-Sheet Booklet Finisher



1,000-Sheet Finisher



500-Sheet Internal Finisher

Finish In-House with Style

Produce compelling, professionally finished documents and minimize outsourcing. Choose from a variety of optional finishers to design a complete end-to-end document production solution that meets your unique application demands.

1 x 500 and 1 x 550-Sheet Paper Trays (standard)

Front-facing, user-adjustable trays accommodate a wide range of paper stocks and sizes, including envelopes.

1 x 550-Sheet Paper Tray* (optional)

Provides lower height making it easy for all users to access.

2 x 550-Sheet Paper Tray* (optional)

Add more paper capacity for larger jobs and uninterrupted printing and copying.

2,000-Sheet Large Capacity Tray* (optional)

Increase total system volume up to 3,150 sheets for less reloading. (Letter-size/A4 only)

Cabinet Stand* (optional)

Add a convenient storage space for supplies when the standard paper supply meets your needs.



*Cannot be combined with other optional paper sources.

Ricoh Aficio MP 2352/MP 2852/MP 3352



Intuitive 8.5" Color Control Panel

This easy-to-use control panel simplifies operations.

One-Bin Tray (optional)

Separate copy output from fax/print output.

Duplex Unit (standard)

Support environmental initiatives, cut paper use in half and save on supply costs by printing double-sided documents.

100-Sheet Bypass Tray (standard)

Print envelopes, labels and transparencies on a variety of paper types and sizes.

Choose the Configuration that Best Meets Your Office Requirements



Configuration	Copier	Copy / Print / Scan
Speeds Available	28 ppm, 33 ppm	23 ppm, 28 ppm, 33 ppm
ARDF	Optional	Standard
Print/Scan Connectivity	Optional	Standard
Fax	Optional	Optional
Security	Standard DataOverWriteSecurity & HDD Encryption*	Standard DataOverWriteSecurity & HDD Encryption
System Memory (Std./Max.)	512 MB / 1 GB	1 GB/1 GB
Hard Disk Drive	Optional	Standard 120 GB
Personal Paperless Document Manager (PPDM)	Optional	Standard 1 License
Java VM Card	Optional	Standard

*Hard Disk Drive required to enable these features.

Ricoh Aficio MP 2352/MP 2852/MP 3352

Management Made Easy

Engineered for maximum convenience, the Ricoh Aficio MP 2352/MP 2852/MP 3352 simplifies administrative tasks—including system management, device monitoring and troubleshooting.

- Access a wide range of system settings including supply levels and job details, assign e-mail notification to key team members, cancel jobs and reboot the system remotely with Web Image Monitor.
- Use Web SmartDeviceMonitor to configure, monitor and manage your entire fleet of connected Ricoh devices—right from your desktop.
- Promote proactive maintenance with automated alerts for low supplies and errors with Auto-Email Notification.
- Automate meter submissions, critical event notifications and remote firmware updates with @Remote.

Advanced Document Security

Help ensure document integrity at every stage of the creation and distribution process with comprehensive security that protects your most important information assets.

- Protect sensitive documents on the hard drive with the standard DataOverwriteSecurity System (DOSS). It automatically overwrites the hard drive to prevent retrieval of confidential information when enabled.
- Add a powerful layer of security with standard HDD Encryption and encode stored documents for maximum protection from hackers.
- Safeguard critical data during transmission with Encrypted PDF Transmission. Use it to scramble and encrypt transparent and vulnerable data, including user name and password.
- Ensure accurate user authentication with a variety of methods, including user codes, LDAP, Windows Authentication and card based authentication solutions.

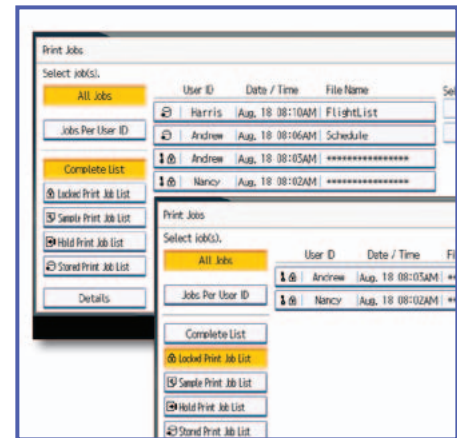
Fast Fax Transmission

Handle any workload—whether it's one page or hundreds—with innovative faxing features that simplify management and expedite delivery.

- Send and receive faxes electronically with Internet faxing, using either a PC or conventional fax numbers via IP to save on transmission costs and paper.
- Preview pages prior to transmission to decrease errors and detect blank pages.
- Route inbound faxes to an e-mail address or network folder to ensure timely, accurate delivery and distribution.



Store up to 3,000 frequently-used documents in the Document Server for instant reprinting, refaxing and scanning.



Minimize access to sensitive documents. Locked Print allows users to delay printing until they enter a password at the device.



Fax documents right from your desktop to maximize convenience and boost efficiency.

PowerfulSecureSustainableProfessional

Enable Mobile Workers

Give mobile users an easy way to print documents while on the go without compromising security.

- Print documents, e-mails and Web content from anywhere with optional HotSpot Printing. Users can forward documents to the MFP via PDAs or other Internet-enabled devices without installing drivers or software.
- Accommodate visitors, such as employees visiting branch offices, with the Mail-to-Print feature. This allows users to send emails with attachments directly to the MFP to print PDF/JPG files automatically without installing print drivers.



Print from mobile devices to HotSpot-enabled MFPs and printers for fast, convenient printing on the go.

Customize Workflows

The Ricoh Aficio MP 2352/MP 2852/MP 3352 offers innovative tools that accommodate the unique demands of your environment and streamline business-critical activities.

- Customize MFP touch-screen menus directly from the PC quickly without IT support and create secure, searchable PDFs from text files, spreadsheets and scanned documents with Personal Paperless Document Manager (PPDM) software.
- Expedite meta-data entry and integrate directly with many of the leading Document Management Systems at the MFP with optional support for GlobalScan NX, eCopy, NSi AutoStore and other applications with the optional USB Keyboard.*
- Connect to optional Cloud applications such as DocumentMall. Documents can be securely scanned to a folder in DocumentMall or downloaded for printing.
- Develop customized applications using Embedded Software Architecture, a Java-compatible Software Development Kit (SDK).



High-yield consumables help minimize operating costs and downtime. Genuine Ricoh supplies foster optimal performance and superior print quality.

Sustainable Efficiency

Conserve energy while boosting productivity. Ricoh has incorporated a variety of environmentally-friendly features that conserve time and money.

- Reduce paper consumption by printing double-sided documents—and reducing output by up to half—with standard automatic duplexing.
- Start printing and copying quickly. The Ricoh Aficio MP 2352/MP 2852/MP 3352 warms up in as few as 14 seconds and recovers from Sleep Mode as quickly as 10 seconds.
- Save energy with fast first-copy times. This digital imaging system can produce a first copy in as little as 4.5 seconds.

The Total Green Office Solution



Ricoh continues its long-standing commitment to developing office solutions with environmentally friendly and superior energy- and supply-saving features, without compromising productivity.

*Native embedded scanning is not supported.

Ricoh Aficio MP 2352/MP 2852/MP 3352

System Specifications

Aficio®

Engine/Copier Specifications

Scanning Element	One-Dimensional Solid Scanning Through CCD
Printing Process	Single Laser Beam Scanning & Electrophotographic Printing
Toner	Dry, Dual Component
Copy Resolution	600 x 600 dpi
Quantity Indicator	Up to 999
First Copy Time	MP 2352: Less than 5.4 seconds MP 2852/MP 3352: Less than 4.5 seconds
Warm-Up Time	With Hard Disk Drive: Less than 20 seconds Without Hard Disk Drive: Less than 14 seconds
System Memory (std./max.)	Copier Basic: 512 MB RAM/1 GB RAM + 120 GB HDD Print/Scan: 1 GB RAM + 120 GB HDD
Original Type	Book/Sheet/Object
Maximum Original Size	Up to 11" x 17"
Copy Type	Plain Paper, Transparencies, Letterhead, Color Paper, Pre-Punched Paper, Envelopes, Cardstock, Recycled
Continuous Copying Speed	MP 2352: 23 copies/minute (LTR) MP 2852: 28 copies/minute (LTR) MP 3352: 33 copies/minute (LTR)
Power Source	120V/60Hz/12A
TEC Value	MP 2352: 1,773 Wh (Print/Scan) MP 2852: 2,100 Wh (Copier Basic) MP 2852: 2,210 Wh (Print/Scan) MP 3352: 2,455 Wh (Copier Basic) MP 3352: 2,511 Wh (Print/Scan)
Standard Paper Capacity	500 sheets x 1 tray, 550 sheets x 1 tray, and 100-Sheet Bypass Tray
Maximum Paper Capacity	3,150 sheets
Paper Size	5.5" x 8.5" to 11" x 17" A6 to A3
Paper Weight	14 to 28 lb. Bond/52 to 105 g/m ² (Duplex) 14 to 42 lb. Bond/52 to 157 g/m ² (Tray 1, 2 and Bypass)
Standard Output Tray Capacity	500 sheets (Letter) 250 sheets (Legal, Ledger)
Maximum Output Capacity	1,600 sheets (Bridge Unit + 1 Bin + 1,000 Sheet Finisher)
Reduction Ratios	25%, 50%, 65%, 73%, 78%, 85%, 93%, 100%
Enlargement Ratios	121%, 129%, 155%, 200%, 400%
Zoom	25% to 400% in 1% increments
Standard Features	Auto Magnification, Auto Paper Select, Auto Tray Switch, Booklet/Magazine Copy*, Center/Border Erase, Chapters, Combine Mode, Cover Insertion, Directional Magnification, Document Server (3,000 File Capacity)*, Duplex, Electronic/Rotate Sorting, Full-Color VGA Touch Screen Control Panel, Negative/Positive, OHP Slip Sheet, 8 Job Presets*, 10 Job Programs, 500 User Codes, Sample Copy, Series Copy, User Stamps*
Dimensions (WxDxH)	
Copier Basic:	23.1" x 25.7" x 27.9" 587 mm x 653 mm x 709 mm
Print/Scan:	23.1" x 25.7" x 32.6" 587 mm x 653 mm x 829 mm
Weight	
Copier Basic:	143 lbs., 65 kg
Print/Scan:	165 lbs., 75 kg

Printer Specifications

Standard on Print/Scan Configuration / Option on Copier Basic Configuration

Print Speed	MP 2352: 23 ppm (LTR) MP 2852: 28 ppm (LTR) MP 3352: 33 ppm (LTR)
CPU	RM7035C 533 MHz
Standard Interfaces	10Base-T/100BaseTX Ethernet, USB 2.0
Optional Interfaces	IEEE 802.11a/b/g Wireless LAN, Bluetooth, IEEE 1284 Parallel, Gigabit Ethernet
Memory Capacity	Shared with Copier
Network Protocol	TCP/IP, IPX/SPX
Network Operating Systems	Windows Vista/7/XP/Server 2003/Server 2008, Netware 6.5 or later, Unix, Sun Solaris, HP-UX, SCO OpenServer, Red Hat Linux, IBM AIX, Mac OS X 10.2 or later, SAP R/3, NDPS Gateway, IBM iSeries/AS/400® using OS/400 Host Print Transform, Citrix Presentation Server 4.5/Citrix Xen App 5.0

Utilities	@Remote, SmartDeviceMonitor, Web SmartDeviceMonitor, Web Image Monitor
Page Description Languages	Standard PCL5e/6, Optional Adobe PostScript3®, IPDS
Print Resolution	Up to 600 dpi
Fonts for PCL5e/6	45 Scalable Fonts, 6 Bitmap Fonts, 13 International Fonts
Fonts for PS3	136 PostScript Fonts
Standard Features	Sample/Locked/Hold/Stored Print

Scanner Specifications

Standard on Print/Scan Configuration / Option on Copier Basic Configuration

Scanning Speed	Embedded Scanning: 50/45 ipm (@ 200 dpi)
B&W/Color	600 dpi
Scanning Resolution	Up to 11" x 17"
Scan Area	10Base-T/100BaseTX Ethernet
Standard Interfaces	IEEE 802.11a/b/g Wireless LAN, Gigabit Ethernet
Optional Interfaces	TCP/IP, NCP, SMB, SMTP, POP 3, LDAP, FTP
Protocol	Shared with Copier
Memory Capacity	Single and Multi-Page TIFF/PDF, High Compression PDF, Single-Page JPEG
File Types	Embedded Scan-to-Email/Folder/URL and TWAIN, Color Scan
Standard Features	

Fax Specifications (Option)

Circuit	PS/TN, PBX
Compatibility	ITU-T G3
Resolution	200 x 200/100 dpi 400 x 400 dpi (optional)
Compression Method	MH, MR, MMR, JBIG
Scanning Speed	0.35 seconds (LEF)
Modem Speed	33.6 Kbps with Auto Fallback
Transmission Speed	G3: 3 seconds per page (MMR Compression) G3: 2 seconds per page (JBIG Compression)
SAF Memory	4 MB standard/28 MB maximum 320 pages/2,240 pages
Max Auto Dials	2,000
Group Dials	100 (max. 500 numbers per group)
Features	Dual Access, Duplex Reception, Image Rotation, 1 Hour Backup, LAN-Fax Capability*, Internet Faxing (T.37)*, IP Faxing (T.38)*, Fax Forwarding to E-Mail/HDD/Folder*
Optional Features	Simultaneous Operation of up to 3 lines (G3 x 3)

Security Features

Standard on Print/Scan Configuration / Option on Copier Basic Configuration

DOSS, HDD Encryption, S/MIME, IPsec Communication, Locked Print Password Encryption, Address Book Encryption, SSL, User Authentication, Quota Setting/Account Limit, SNMP v3, SMTP over SSL and PDF encryption

Hardware Accessories

PB3120 Paper Feed Unit (Option)	
Paper Size	7.25" x 10.5" to 11" x 17"/A5 to A3
Paper Weight	14 to 42 lb. Bond/52 to 157 g/m ²
Paper Capacity	1 x 550 sheets
Dimensions (WxDxH)	22.8" x 24.4" x 4.7" 580 mm x 620 mm x 120 mm
PB3130 Paper Feed Unit (Option)	
Paper Size	7.25" x 10.5" to 11" x 17"/A5 to A3
Paper Weight	14 to 42 lb. Bond/52 to 157 g/m ²
Paper Capacity	2 x 550 sheets
Dimensions (WxDxH)	22.8" x 24.4" x 10.2" 580 mm x 620 mm x 260 mm
PB3140 Large Capacity Tray (Option)	
Paper Size	8.5" x 11"/A4
Paper Weight	14 to 28 lb. Bond/52 to 105 g/m ²
Paper Capacity	2,000 sheets x 1
Dimensions (WxDxH)	22.8" x 24.4" x 10.2" 580 mm x 620 mm x 260 mm
One-Bin Tray BN3090 (Option)	
Paper Size	5.5" x 8.5" to 11" x 17"/A5 to A3
Paper Weight	16 to 28 lb. Bond/60 to 105 g/m ²
Paper Capacity	100 sheets
500-Sheet Internal Finisher Type 3352	
Paper Size	7.25" x 10.5" to 11" x 17"/A3, A4
Paper Weight	14 lb. Bond to 140 lb. Index/52 to 256 g/m ²

Stack Capacity	500 Sheets (8.5" x 11" or smaller) 250 Sheets (8.5" x 14" or larger)
Staple Capacity	50 Sheets (8.5" x 11") 30 Sheets (8.5" x 14" or larger)
Staple Position	Top 1, Bottom 1, Left 2, Top 2
Dimensions (WxDxH)	19.5" x 18.8" x 6.4" 495 mm x 477 mm x 161 mm
Punch Kit PU3020 NA (Option)	2 or 3 hole punch
SR3070 500-Sheet Finisher (Option)	
Paper Size	7.25" x 10.5" to 11" x 17"/A3, A4
Paper Weight	14 to 42 lb. Bond/52 to 157 g/m ²
Stack Capacity	500 sheets (8.5" x 11" or smaller) 250 sheets (8.5" x 14" or larger)
Staple Capacity	50 sheets (8.5" x 11") 30 sheets (8.5" x 14" or larger)
Staple Position	Top Slant, Bottom Slant, Left 2, Top 2
Dimensions (WxDxH)	15.6" x 21.7" x 10.9" 396 mm x 551 mm x 275 mm
SR3090 1,000-Sheet Finisher (Option)	
Paper Size (Upper Tray)	5.5" x 8.5" to 11" x 17"/A6 to A3
Paper Weight	14 lb. Bond to 140 lb. Cover/52 to 260 g/m ²
Stack Capacity	Upper Tray: 250 sheets (8.5" x 11" or smaller) 50 sheets (8.5" x 14" or larger) Shift Tray: 1,000 sheets (8.5" x 11" or smaller) 500 sheets (8.5" x 14" or larger) 50 sheets (8.5" x 11")
Staple Capacity	30 sheets (8.5" x 14" or larger)
Staple Position	Top 1, Bottom 1, Left 2, Top 2
Dimensions (WxDxH)	10.7" x 20.5" x 31.2" 270 mm x 520 mm x 790 mm
SR3100 Booklet Finisher (Option)	
Paper Size (Upper Tray)	5.5" x 8.5" to 11" x 17"/A6 to A3
Paper Size (Shift Tray)	7.25" x 10.5" to 11" x 17"/A3, A4
Paper Weight	14 to 28 lb. Bond/52 to 105 g/m ² (Upper Tray); 14 lb. Bond to 140 lb. Index/52 to 256 g/m ² (Shift Tray)
Stack Capacity	Upper Tray: 100 sheets (8.5" x 11" or smaller) 50 sheets (8.5" x 14" or larger) Shift Tray: 1,000 sheets (8.5" x 11" or smaller) 500 sheets (8.5" x 14" or larger)
Staple Capacity	50 sheets (8.5" x 11") 30 sheets (8.5" x 14" or larger)
Staple Position	Top 1, Center, Left 2, Top 2
Saddle Stitch Capacity	1 set (10 sheets)
Saddle Stitch Position	Center 2 Positions
Dimensions (WxDxH)	21.1" x 23.7" x 36.7" 535 mm x 600 mm x 930 mm
Punch Kit PU3000 NA (Option)	2 or 3 hole punch
ARDF DF3060	
Standard on Print/Scan Configuration / Option on Copier Basic Configuration	
Paper Size	5.5" x 8.5" to 11" x 17", A5 to A3
Simplex Paper Weight	11 to 34 lb. Bond/40 to 128 g/m ²
Stack Capacity	50 sheets
Dimensions (WxDxH)	21.7" x 19.5" x 4.7" 550 mm x 496 mm x 120 mm

Additional Accessories

3L68-19 USB Keyboard, ADF Handle Type C, Bluetooth Interface Unit Type D, Bridge Unit BU3050, Card Reader Bracket Type 3352, Caster Table Type D, DataOverwriteSecurity Unit Type I¹, External USB Keyboard, FAC 52 Cabinet, File Format Converter Type E, G3 Interface Unit Type 3352, Gigabit Ethernet Board Type A, Handset Type 3352, Hard Disk Drive Type 3352¹, IEEE 802.11 a/g Interface Unit Type J, IEEE 1284 Interface Board Type A, Internal Shift Tray SH3050, IPDS Unit Type 3352, Key Counter Bracket Type H, Memory Unit Type B 32 MB, Optional Counter Interface Unit Type A, Platen Cover Type 3352¹, PostScript Unit Type 3352, Printer/Scanner Unit Type 3352¹, USB 2.0/SD Slot Type H, VM Card Type N¹, VZ G106030 Keyboard Bracket

Note: Some accessories require additional equipment or may be prerequisites for other options.

*Copier Basic Configuration requires additional accessories.

For maximum performance and yield, we recommend using genuine Ricoh parts and supplies.

¹ Copier Basic Configuration only.

² ISO 15408 Certified.

RICOH
www.ricoh-usa.com

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R3305



RICOH
imagine. change.

Ricoh Aficio MP C305

Multifunction Color

Copier Printer Facsimile Scanner



MP C305

31 ppm
monochrome
and full-color

Compelling color and powerful performance is within your reach

Your business thrives when you maximize resources to work faster and more efficiently. Shouldn't you expect the same from your desktop color multifunctional device? The RICOH® Aficio® MP C305 combines user-friendly controls, versatile performance, robust security, and energy and paper savings in a compact solution that's specifically designed for convenience and affordability. This innovative system leverages advanced capabilities found only in Ricoh's services-led platform that simplify even the most complex printing, copying, scanning, faxing, and distribution tasks. Make it the primary device for your small office or workgroup or use it as part of an integrated Ricoh Managed Document Services (MDS) strategy to help enhance productivity and reduce total cost of ownership by saving paper and electricity throughout your organization.

The Convenience of Total Control

The Ricoh Aficio MP C305 includes a tiltable, 4.3" color touch-panel display that allows users to customize preferences, unique workflows and shortcuts to help maximize productivity. Users can select up to three specific functions with one-touch operation for incredible speed and convenience. For advanced document mobility, users can print-from or scan-to a USB flash drive or an SD card without a PC.



The Power of Productivity

This versatile device allows you to accomplish more tasks quickly and reliably with black-and-white or full-color documents at speeds of up to 31 pages per minute with enhanced first copy time at 6.9 seconds (black) and 10.8 seconds (color). The sleek and compact design fits even the tightest office spaces for optimal convenience. The standard 350-sheet paper capacity can be expanded to 1,350 sheets to support longer, uninterrupted runs. With a standard 1 GB RAM and an optional 128 GB Hard Disk Drive (HDD), the device comes equipped with incredible power to maximize performance and storage capabilities even in shared-use environments.



Improve Your Total Cost of Ownership

With its innovative direct fusing and power management technologies, the MP C305 can save more electricity by shortening the time it takes to recover from its "1W" Sleep Mode to only 10 seconds. Its class leading energy efficiency is based on its extremely low Typical Electricity Consumption (TEC) of only 1.2 kWh/week. When you combine short recovery time from Sleep Mode, high speed duplex printing with an enhanced first copy out time, the result is a productive system that provides quicker availability and energy savings.



Streamline operations and improve workflow in small offices and workgroups

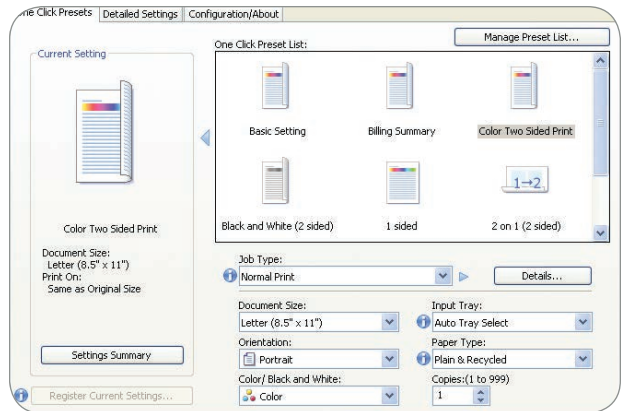
Flow from One Job to the Next

The Ricoh Aficio MP C305 works effortlessly — so you can, too. Simplify even the most complex tasks with a host of advanced features. The optional one-bin tray allows you to separate different output such as faxes from print jobs so users don't waste time sifting through large stacks of documents. The auto job promotion feature lets users bypass problem print jobs easily. In addition, color thumbnails of scanned documents can be previewed for accuracy before being distributed via Scan-to-Email/Folder/HDD/USB.



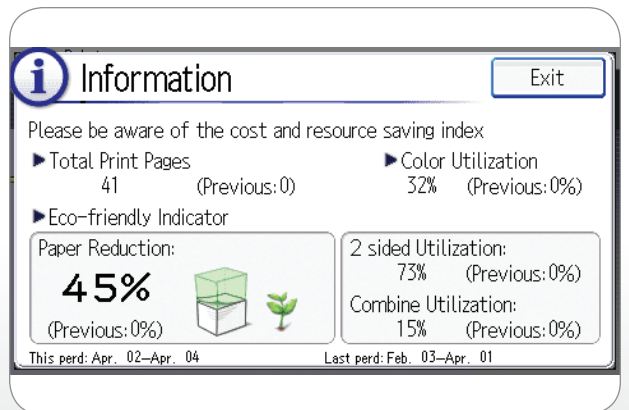
Optimize the Way You Work

Work more efficiently in the office — and behind the scenes. The Ricoh Aficio MP C305 offers several user-friendly management tools and robust security features to enhance performance. Simplify workflow with icon-driven Ricoh Aficio one-click, preset user interface drivers. Set quotas for users and workgroups to minimize excessive printing and to help reduce operating costs. Attach digital signatures, limit access to confidential documents, encrypt data with algorithms and use LDAP authentication to help ensure document integrity. With a host of innovative network capabilities, users can work efficiently from their desk or on the go. The Aficio MP C305 enables users to print directly from most manufacturers' smartphones by downloading their application for convenient output where and when it's needed most.



Efficiency That Communicates

The MP C305 has the ability to show individual user's printing results, helping them to better understand their printing behavior. This feature highlights the amount of pages the user has printed, the color ratio of the documents as well as the duplex and combined print ratio, which details the overall paper reduction. This information can be utilized to more effectively manage printing resources and identify opportunities to minimize environmental impact and save additional paper and costs.



General Specifications

Configuration	Desktop
Scanning Element	One-dimensional solid scanning through CCD
Printing Process	Dry electrostatic transfer system with dual component development; 4-drum method
System Memory	Up to 31 cpm (Letter) 600 x 600 dpi
Output Speed (Copy/Print)	Up to 31 cpm (Letter)
First Copy Time	B/W: 6.9 seconds; Full-Color: 10.8 seconds
Recovery Time to Print Ready Mode	Less than 23 seconds (from Main Power Switch On) Less than 10 seconds (from Sleep Mode)
Copy Resolution	600 x 600 dpi
Exposure Adjustment	Manual and automatic
Multiple Copies	Up to 99
Document Feeder (Standard)	Automatic Reversing Document Feeder (ARDF)
Original Capacity	50 sheets (ARDF)
Paper Sizes	Standard Tray: 5.5" x 8.5" to 8.5" x 11" Optional Trays: 5.5" x 8.5" to 8.5" x 14" Bypass Tray: 5.5" x 8.5" to 8.5" x 14" Duplex Unit: 5.5" x 8.5" to 8.5" x 14" Standard Trays: 16 – 43 lb. Bond (60 – 163 g/m) Optional Trays: 16 – 43 lb. Bond (60 – 163 g/m) Bypass Tray: 16 – 58 lb. Bond (60 – 220 g/m) Duplex Unit: 16 – 43 lb. Bond (60 – 163 g/m)
Paper Weights	Standard: 250 sheets x 1 or 2 Trays Standard: 100 sheets Optional: 200 sheets (total) with One Bin Tray
Exposure Glass	Up to 8.5" x 14"
Input Capacity	Standard: 250 sheets + 100-sheet Bypass Tray
Output Capacity	Optional: 500 sheets x 1 or 2 Trays Standard: 100 sheets Optional: 200 sheets (total) with One Bin Tray
Paper Types	Plain, Recycled, Colored, Letterhead, Preprinted, Bond, Card Stock, Special, Coated, Waterproof, Back Copied, Middle Thick, Thick, OHP (Transparency)*, Envelopes*, Label Stock*
Auto Duplex	Standard
Zoom	25% to 400% in 1% increments
Preset Reduction and Enlargement Ratios	65%, 78%, 93%, 129%, 155%
Dimensions (WxDxH)	19.6" x 20.9" x 19.9" (498 mm x 532 mm x 505 mm) – includes ARDF and Operation Panel
Weight	99.2 lbs. / 45 kg.
Power Requirements	120V, 60Hz, 15A
Power Consumption	Less than 1.3 KW (max.); 1 W (Sleep Mode)
TEC**	MP C305SP – 1.198 kWh/week MP C305SPF – 1.231 kWh/week
Standard Features	Auto Tray Switch, Image Rotation, Auto Off Timer, Combine Copy, Electronic Sort, Energy Saver Timer, Photo Mode, Series Copy, Job Programs, User Codes (1,000) Document Server
Optional Features	Document Server

*Bypass Tray only.

**Typical Electricity Consumption by Energy Star Program.

Printer Specifications

CPU	RM7035C – 533MHz
Memory Capacity	Standard: 1 GB
Hard Disk Drive	Optional: 128 GB HDD
Page Description Language	Standard: PCL5c/6, Genuine Adobe® PostScript®3, PDF Direct, PictBridge (option)
Maximum Print Resolution	1200 x 1200 dpi
Standard Interfaces	Ethernet (10BASE-T/100BASE-TX), USB 2.0 (Type A and B)
Optional Interfaces	Wireless LAN (IEEE 802.11a/b/g), IEEE 1284, Gigabit Ethernet (1000BASE-T), Bluetooth
Network Protocols	TCP/IP (IPv4, IPv6), IPX/SPX (available with Netware option)
Network Operating Systems	Windows XP/Vista/Server 2003/Server 2008/Server 2008R2/7; Novell Netware 6.5; UNIX Filters for Sun Solaris 2.6/7/8/9/10; HP-LX 10.x/11.x/11v2/11v3; Red Hat Linux Enterprise V4, V5, V6; SCO OpenServer 5.0.6/5.0.7/6.0; IBM AIX Version 5.3, 6.1, 7.1; SAP R/3, 3.x or later, mySAP, ERP2004 or later; Mac OS X 10.2 or later, Citrix Metaframe XP/ Presentation Server 4, 5/XenApp 5.0, 6.0
Utilities	SmartDeviceMonitor for Admin and Client, Web SmartDeviceMonitor, Web Image Monitor
Other Printer Features	Standard: Banner Page Print, Bonjour Support, Classification Code, PDF Direct Print, CLP Simulation, Windows Active Directory Support, DDNS Support, PCL Resident font adoption, WS Printer, 1200dpi Support, XPS Support Optional: Media Direct Print (Print-from USB/SD), Auto Job Promotion, Scheduled Print, Mail to Print, PictBridge, Sample/Hold/Stored/Locked Print, Store and Print

Scanner Specifications

Scanning Speed	31 ipm @ 200 dpi B/W 31 ipm @ 200 dpi Full Color 100 to 600 dpi
Scanning Resolution	Main: 8.5" (216 mm) Sub: 14.02" (356 mm)
Scan Area	B/W: MH, MR, MMR, JPEG, JPEG2000, JBIG2 Full-Color: JPEG, JPEG2000
Compression Method	B/W: Text, Text/Line Art, Text/Photo, Photo, Grayscale Full-Color: Photo, Standard ACS
Scan Mode	Ethernet 10BASE-T/100BASE-TX Wireless LAN (IEEE 802.11a/b/g), Gigabit Ethernet (1000BASE-T)
Standard Interfaces	Single/Multi Page TIFF, Single/Multi Page PDF, Single/Multi Page High Compression PDF and Single/Multi Page PDF/A; Single Page JPEG
Optional Interfaces	Scan-to-Email (POP, SMTP, IMAP4); Scan-to-Folder (SMB/FTP); Network TWAIN Scanning; Scan-to-Media (USB/SD)
File Formats	
Scan Modes Supported	

Standard Features

Scan-to USB/SD, PDF Encryption, Drop Out Color Send, (Simultaneous FAX and Scan), Scan-to PDF-A/Digitally Signed PDF, Scan-to-Email/SMB/FTP, LDAP Support
Preview Before Transmission (TX Preview), Scan-to URL, Scan-to Folder (NCP)

Optional Features

Fax Specifications

Type	ITU-T (CITT) G3
Circuit	PSTN, PBX
Resolution	200 x 100 dpi, 200 x 200 dpi
Modem Speed	33.6K – 2,400 bps with Auto Fallback
Compression Method	MH, MR, MMR, JBIG
Scan Speed	2.4 seconds
Transmission Speed	Approx. 2 seconds/page (200 x 100 dpi, JBIG)
Memory	4 MB (approx. 320 pages)
Memory Backup	12 hours
Quick/Speed Dials	200 (2,000 with HDD Option)
Group Dials	10 groups (max. 100 numbers per group with HDD option)
User Function Key	3 keys
Standard Features	Detection of Misplaced Documents, Double Check Destination Address, Direct SMTP, Serial Broadcasting, Fax Forward to Email/Folder, Internet Fax (T.37), IP Fax (T.38), LAN Fax, Paperless Fax,* LDAP Support

*Features require HDD option.

Hardware Options

Paper Feed Unit PB1050 (Option)

Paper Size	5.5" x 8.5" SEF, 8.5" x 14" SEF
Paper Weight	16 – 43 lb. Bond (60 – 163 g/m)
Paper Capacity	500 sheets x 1 or 2 trays

1 Bin Tray BN1010 (Option)

Paper Size	5.5" x 8.5" SEF to 8.5" x 14" SEF
Paper Weight	16 – 43 lb. Bond (60 – 163 g/m)
Paper Capacity	200 sheets (total output with standard tray)

Additional Options

Counter Interface Unit A, MP C305 Low Cabinet, MP C305 Medium Cabinet, MP C305 High Cabinet, Browser Unit Type H, Camera Direct Print Card Type K, Gigabit Ethernet Board Type A, Java VM Card Type U, Handset Type C5502, Hard Disk Drive Option Type C305, IEEE 1284 Interface Board Type A, IEEE 802.11a/b/g Interface Unit Type J, Bluetooth Interface Unit Type D, Copy Data Security Unit Type G, File Format Converter Type E, SD Card for NetWare Printing Type J, Unicode Font Package for SAP 1/10/100 Licenses

Note: Hard Disk Drive Option Type C305 includes both the DataOverwriteSecurity Unit (DOSS) and HDD Data Encryption.

Security

Features Supported: HDD Data Overwrite, Authentication: Windows/LDAP/Basic/User Code/802.1x Wired; Encryption: Address Book/Authentication Password/SSL Communication/S/MIME/IPSec Communication/Locked Print Password/HDD, Quota Limit Setting, SMTP over SSL, IP Filtering, Copy Data Security, Kerberos, Network Protocol ON/OFF

Some features may require additional options.



MP C305 with one bin tray



MP C305 with optional PB1050 Paper Tray



MP C305 with two optional PB1050 Paper Trays

Ricoh Aficio MP C2051/MP C2551
Color Digital Imaging System
Accelerate Your Workflow

RICOH

versatile



smart

vibrant



Ricoh Aficio MP C2051/MP C2551

Attention-grabbing color and efficient black-and-white in one compact system.

Today, organizations run lean and employees are expected to be smart, fast and versatile. The same holds true for MFPs. The RICOH® MP C2051/MP C2551 gives you all of that—and more. Powerful management tools make it easy to build and maintain highly productive workflows to streamline your document-related processes. Plus, a host of physical and logical security features give you multiple ways to protect your documents and your data. Exceptional performance from features such as internal finishing makes it a perfect system for centralized printing environments—so you can get rid of the hassle and expense of multiple personal printers and produce professional quality documents in-house.



Reliable Intelligent Innovative Productive

Smart System, Sustained Savings

The combination of timesaving technology and proven reliability all add up to an exceptionally low total cost of ownership.

- Keep every job on the fast track with reliable print speeds of up to 25 pages per minute.
- Use the productive duplexing feature to print two-sided documents. Get the double advantage of greatly reduced paper costs and more efficient document filing.
- Use less power without changing workflow. The innovative new color Quick Start-up (QSU) fusing system heats up quickly, using less electricity to do the same work and allows faster recovery time of less than 10 seconds from sleep mode where it only consumes 1 watt. All this leads to one of the lowest Typical Electricity Consumption (TEC) values in the industry.

Simplify Every Job for End-Users

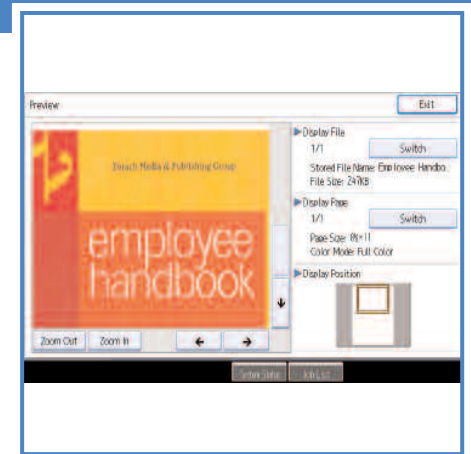
Every task, from advanced scanning capabilities to paper replenishment, is fast and easy. End-users spend less time creating and managing documents and more time focusing on what they do best—helping you grow your business.

- Conserve valuable office space with a compact system that can be configured to meet your specific needs. You can even add in-line finishing capabilities with just a minimal increase to the system's footprint.
- Manage simple tasks or complex jobs easily with the 8.5" full-color LCD display. The intuitive display allows users to preview stored documents for accuracy prior to printing—and view animated guidance for operational assistance.
- Replenish paper and supply items quickly with a user-friendly design that includes overhand/underhand grips on paper trays and simplified, single-handed toner replacement.

True Simplicity Meets Real Power

The Ricoh Aficio MP C2051/MP C2551 offers the intelligence and processing power you need for fast, efficient and affordable network printing.

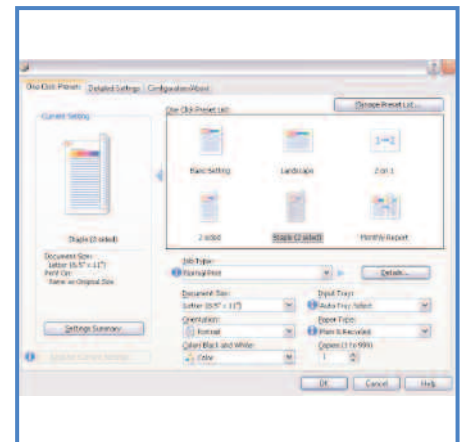
- Complete jobs of all sizes faster and easier with a 600 MHz processor, 1.5 GB RAM and a 160 GB Hard Disk Drive.
- Streamline and simplify print jobs with icon-driven Ricoh one-click, preset PCL6/PS3 user interface drivers as well as XPS and optional genuine Adobe® PostScript®3™ drivers.
- Build a powerful, reliable network of Ricoh's Aficio MP C2051/MP C2551 with seamless integration for Windows, Macintosh, UNIX, AS/400 and other environments. Standard 10Base-T/100Base-TX Ethernet, USB 2.0 and SD Slot interfaces, as well as optional Gigabit Ethernet and wireless connectivity, are also available.



Scan a document and preview it on the convenient LCD color display panel before sending it to your pre-selected destination.



Print from mobile devices to HotSpot Printers. Simply forward e-mails from PDAs or Internet-enabled cell phones, with or without attachments, to the printer's e-mail address. No drivers required!



Create one-click, preset graphical icons to repeat a particular job at any time—without having to reprogram the setup.

Save Space, Drive Productivity

A System Designed to Exceed Expectations

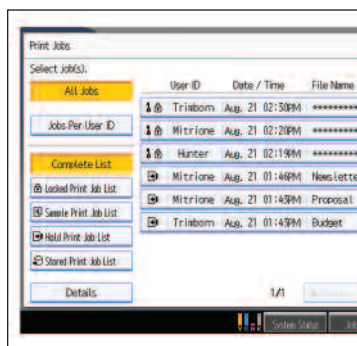
The **Internal Shift-Sort Tray (optional)** separates finished sets for easy pickup and delivery.



Create professionally finished documents completely in-house with the **500-Sheet Internal Finisher** and optional 2 & 3-hole punching.



Load scanned documents onto portable media using Scan-to-Media capabilities with the **USB/SD card slot (optional)**. Print TIFF, PDF or JPEG files from the removable media.

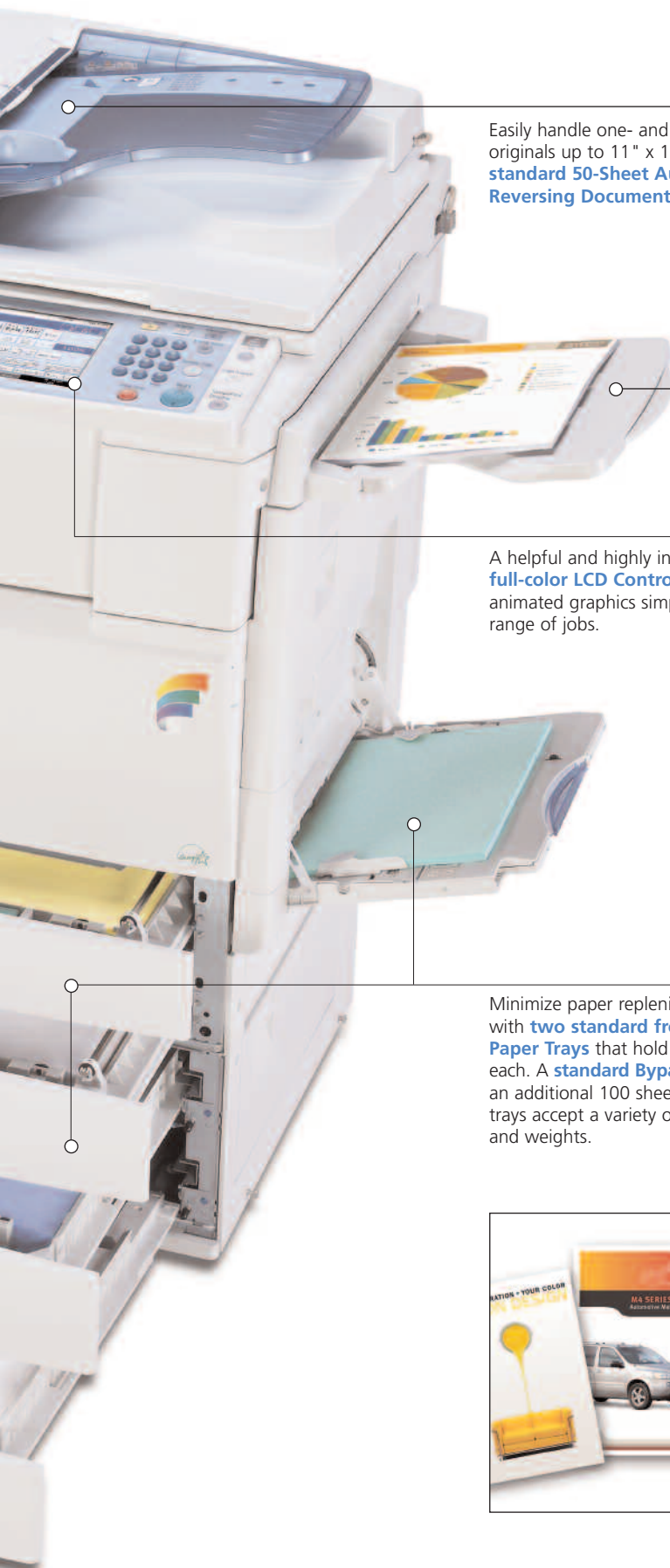


Locked (Secure) Print lets users delay document printing until they enter a password at the device.

Choose the **1 x 500-Sheet Paper Bank (optional)** or a larger **2 x 500-Sheet Paper Bank (optional/shown)** which boosts paper capacity to 1,600 sheets. Up to five different paper sizes and orientations can be loaded for maximum flexibility.



Ricoh Aficio MP C2051/MP C2551



Easily handle one- and two-sided originals up to 11" x 17" using the **standard 50-Sheet Automatic Reversing Document Feeder**.

Hold up to 50 sheets with the **optional Side Tray**.

A helpful and highly intuitive **8.5" full-color LCD Control Panel** with animated graphics simplifies a wide range of jobs.

Minimize paper replenishment time with **two standard front-loading Paper Trays** that hold 250 sheets each. A **standard Bypass Tray** holds an additional 100 sheets. All three trays accept a variety of paper types and weights.



Ricoh's energy-saving **PxP™ toner** produces brilliant color output for your business documents.



Dramatically reduce paper usage with **standard automatic two-sided (duplex) output**.



Store up to 2,000 documents with a **standard Document Server**—a highly secure, virtual filing cabinet. Frequently used documents can be re-printed, re-faxed and re-distributed quickly and easily.

Ricoh Aficio MP C2051/MP C2551

Sophisticated Features, Smart Investment

The Ricoh Aficio MP C2051/MP C2551 offers powerful features that are typically found on larger, more expensive systems. It's an affordable way to energize your document-related processes.

- Send scanned documents to any e-mail address at the touch of a key with Scan-to-E-mail. No dedicated servers or additional software are required.
- Save documents on a shared server for fast, easy distribution with a productive Scan-to-FTP feature. You can also send scanned documents to a local server for intelligent archiving with Scan-to-Folder.
- Scan or print documents directly from a USB memory device or SD memory card with Scan-to-Media. This makes document portability fast and easy.
- Reduce the file size of color documents with an easy-to-use High Compression JPEG 2000 PDF feature. This resolves the issue of large documents slowing down your network and the printing process.

Run Fast, Finish Strong

The system may be compact, but the paper handling is incredibly strong. Load the system with a wide variety of paper stocks and sizes, then use the internal finishing features to produce documents completely in-house.

- Produce professional and expertly finished documents without taking up excessive floor space. Both systems offer an internal finisher, which offers automatic stapling and optional 2- or 3-hole punching.
- Create spreadsheets, newsletters or other large documents on 11" x 17" paper using the copy or print functions.
- Push workgroup productivity to new heights with an ample paper supply. The system offers a total paper capacity up to 1,600 sheets, a standard 50-Sheet Automatic Reversing Document Feeder and up to five paper sources.
- Produce full-color or black & white postcards, posters and report covers on a variety of thick or unique paper stocks. Print onto envelopes directly from the envelope feeder tray or bypass tray.

Discover True System Versatility

The multi-functional power of the Ricoh Aficio MP C2051/MP C2551 allows small offices and workgroups to add full-color capabilities and replace up to four separate devices with one versatile solution.

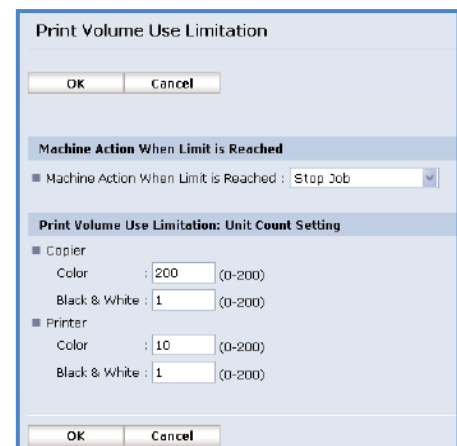
- Send fax documents quickly and easily with an optional Super G3 fax modem and 2,000 Quick Dials.
- Cut costs with advanced LAN, IP (T.38) and Internet (T.37) faxing technologies.

Simplified System Management

- Monitor and manage the Ricoh Aficio MP C2051/MP C2551 from a remote location using advanced Web tools. Administrators can view system details, settings and supply status from a standard Web browser.
- Optimize your most critical workflows with the Embedded Software Architecture™, a Java-compatible Software Development Kit (SDK) that makes it easy to create unique system and network management applications.



Forward incoming faxes to an e-mail address or folder, so users can receive important documents no matter where they are.



Set output limits and control costs on an individual or group level with the Quota Setting feature.



Minimize network congestion and transmit files more efficiently with Scan-to-URL. This feature stores documents on the Hard Disk Drive and allows recipients to view and download them from any Web browser.

QuickConnectedOptimizedIntegrated

Get Connected to Powerful Workflow Capabilities

The Ricoh Aficio MP C2051/MP C2551 are loaded with time-saving features that give end-users entirely new capabilities that allow them to work faster, smarter and more efficiently.

- Create full-color or black & white documents from a PDF or JPEG attachment by sending an e-mail directly to the system using the innovative Mail-to-Print feature.
- Save time and minimize network traffic with PDF Direct Print, a convenient capability that allows end-users to print PDFs without having to open them in Adobe® Acrobat®.
- Charge specific print jobs to specific clients, workgroups or job numbers using the advanced but easy Classification Code feature.
- Connect any PictBridge®-enabled digital camera to the system and print brilliant, full-color photos in seconds.

Ricoh Managed Document Services

Ricoh's Managed Document Services (MDS) is a powerful way to streamline your document management environment. MDS enables control of output-related costs and assets and optimizes the fleet. Through on-site and off-site services, MDS improves workflow, productivity and end-user experiences.

- Control expenses with the Ricoh Aficio MP C2051/MP C2551, which provide a powerful combination of high-productivity, long-lasting reliability and low total cost of ownership (TCO).
- Consolidate copying, printing, scanning and document management into a single device, with a smaller footprint and one set of consumables.
- Place the right device for the right application with these systems and others—all part of our extensive line of Ricoh products.

Protect Documents, Data and Passwords

Select the following security features of the Ricoh Aficio MP C2051/MP C2551 to help you safeguard both printed and electronic documents.

- Provide strong lines of defense for sensitive information with the standard DataOverwriteSecurity System (DOSS). This robust security feature automatically overwrites the hard drive after each job. Standard HDD encryption lets you protect valuable data, even if the hard drive is stolen.
- Guard against unauthorized document viewing with encrypted PDF transmission. This feature encrypts PDF data prior to transmission via Scan-to-Email and Scan-to-Folder.
- Protect e-mail transmissions with advanced encryption technology and defend against unauthorized network interception with S/MIME (Secure/Multipurpose Internet Mail Extensions).
- Print color documents without worrying about costly overuse. Several levels of authentication let you confirm user identity and control access to color, scanning and other functions.



The Total Green Office Solution



Ricoh continues its long-standing commitment to developing office solutions with environmentally friendly and superior energy- and supply-saving features, without compromising productivity.

Ricoh Aficio MP C2051/MP C2551

System Specifications

Aficio®

General Specifications

Printing Process	Dry Electrostatic Transfer with Dry Dual Component Magnetic Brush Development System; 4-Drum Method
Output Speed (Copy/Print)	MP C2051: 20-ppm BW & Full-Color; MP C2551: 25-ppm BW & Full-Color
Warm-Up Time	Less than 22 seconds (from Power On) Less than 10 seconds (from Sleep Mode) Full-Color: 9.2 seconds; BW: 6.4 seconds
First Copy Time	Automatic Reversing Document Feeder (ARDF)
Copy Resolution	600 x 600 dpi
Document Feeder (Standard)	Automatic Reversing Document Feeder (ARDF)
Original Capacity	50 sheets
Paper Size	5.5" x 8.5" to 11" x 17"
Paper Weight	Simplex: 11 lb. to 34 lb. Bond (40 – 128 g/m ²); Duplex: 14 lb. to 28 lb. Bond (52 – 105 g/m ²)
Exposure Glass	Up to 11" x 17"
Quantity Indicator	Up to 999 copies
Copy Size	Up to 11" x 17"
Input Capacity	Standard: 2 x 250 sheets + 100-Sheet Bypass Tray; Maximum: 1,600 sheets
Output Capacity	Standard: 500 sheets (Letter); 250 sheets (Legal/Ledger); Maximum: 650 sheets (with 500-Sheet std. Exit Tray, 50-Sheet Side Tray and 100-Sheet One-Bin Tray)
Paper Sizes	Standard Tray 1 and Tray 2: 7.25" x 10.5" to 11" x 17"; Custom Sizes (Tray 1 and Tray 2): 7.17" x 5.83" (182 x 148 mm) to 11.69" x 17" (297 x 432 mm); Bypass Tray: 5.83" x 3.55" to 23.62" x 12" (305 x 600 mm)
Paper Weights	Standard Tray #1: 16 – 68 lb. Bond/140 lb. Index (60 – 256 g/m ²); Standard Tray #2: 16 – 45 lb. Bond/90 lb. Index (60 – 169 g/m ²); Bypass Tray: 14 – 68 lb. Bond/140 lb. Index (52 – 256 g/m ²); Duplex Unit: 16 – 28 lb. Bond (60 – 105 g/m ²)
Paper Types	Plain paper, laser printer qualified transparencies, labels and envelopes
Auto Duplex	Standard
Zoom Preset	25% – 400% in 1% increments; 93%, 85%, 78%, 73%, 65%, 50%, 25% and
Reduction and Enlargement Ratios	400%, 200%, 155%, 129%, 121%
Dimensions (WxDxH)	23.2" x 26.7" x 33.3" (587 x 676 x 845 mm)
Weight	220.5 lbs. (100 kg)
Power Requirements	120V, 60Hz, 12A
Power Consumption	1600 Watts or less
TEC Value*	MP C2051: 1.00kWh MP C2551: 1.27kWh

*Tested in accordance with US EPA TEC Test Procedure.

Other Copier Features

Auto Color Selection (ACS), Auto/Manual Density Control, Copy Mode – Photo Type Selection (Printed, Glossy, & Copied Photo), Combine Mode, Shift/Erase/Margin, Cover/Slip/Chapter Sheets, Color Creation Modes, Image Creation Modes, Stamps/Numbering, Color Adjustment, Image Adjustment, Image Rotation, Job Program (10), User Codes (500), Job Preset (8), Sample Copy, Batch Mode, Quota Settings & SADF Mode

Security Specifications

Standard DataOverwriteSecurity Unit (DOSS) Type I – Security feature that overwrites latent data on the system's hard drive after copy, scan, fax and print jobs.

Standard HDD Encryption Unit Type A – This function encrypts the system's hard drive using 256 bits (AES) to protect against data theft.

Other Security Features – SNMP v3 and Data Encryption (password/address book); Locked (Secure) Print; User Codes; Basic Authentication; WPA (Wi-Fi Protect Access Support); IPsec Communication; Windows/LDAP/Kerberos Authentication; 802.1x Wired Authentication; SSL Communication; SSL over SMTP; S/MIME; Network Protocol On/Off; IP Filtering (Access Control) and more

Print Controller (Standard)

CPU	Mobile Intel Celeron Processor @ 600MHz
Memory	1.5 GB RAM (Maximum) & 160 GB HDD Standard (Shared)

Max. Print Speed	MP C2051: 20-ppm BW & Full-Color; MP C2551: 25-ppm BW & Full-Color
Page Description Languages	PCL5c, PCL6, XPS; Genuine Adobe® PostScript®3™ (Optional), Includes PDF Direct Print
Max. Print Resolution	1200 x 1200 dpi
Standard Interfaces	10Base-T/100Base-TX Ethernet (RJ-45), USB 2.0/SD Slot, USB 2.0 Host I/F
Optional Interfaces	IEEE 802.11a/b/g Interface Unit Type J, IEEE 1284 Interface Board Type A, Gigabit Ethernet Type B
Network Protocols	TCP/IP (IPv4, IPv6), IPX/SPX
Fonts for PCL	45 Intellifonts, 13 International Fonts
Fonts for PS3	136 Roman
Network Operating Systems	Windows 2000/XP/Vista/7/Server 2003/Server 2008/Server 2008R2, Novell NetWare 3.12, 3.2, 4.1, 4.11, 5.0, 5.1, 6, 6.5 or later, UNIX® filters for Sun Solaris, HP-UX, SCO OpenServer, RedHat Linux, and IBM AIX, MAC OS X v10.2 or later; SAP R/3, NDPS Gateway, IBM iSeries AS/400 using QS/400 Host Print Transform SmartDeviceMonitor for Admin and Client, Web SmartDeviceMonitor, Web Image Monitor
Utilities	

¹For UNIX support, visit www.ricoh-usa.com/downloads.

Other Printer Features

Sample/Hold/Store and Locked Print, Classification Code, PANTONE® Color Palette, Black Over Print, CLP Simulation, PictBridge™ Support, WSD Printer, Bonjour Support

Scanner Specifications (Standard)

Scanner Resolution	From 100 to 600 dpi (1200 dpi for TWAIN); Default Setting: 200dpi
Scanning Speed	44-ipm BW; 44-ipm Full-Color (@200 dpi via ARDF)
Scan Area	Main Scan: 11.7" (297 mm), Sub Scan: 17" (432 mm)
Scan Size	Contact Glass: 11" x 17", 8.5" x 14", 8.5" x 11", 5.5" x 8.5"
Compression Method	BW: TIFF (MH, MR, MMR), Grayscale; Full-Color: JPEG
Scan Mode	Standard: BW Text/Line Art, BW Text, BW Text/Photo, BW Photo, BW Grayscale, FC Text/Photo, FC Photo
Scan-to Modes Supported	Scan-to-Email (with LDAP support); Scan-to-Folder (SMB/FTP/NCP); Scan-to-URL; Network TWAIN Scanning; Scan-to-Media (USB/SD, optional); WSD Scanner (for Vista)

Document Server Specifications

Capacity	160 GB (shared with other functions)
Max. Stored Documents	2,000 documents
Max. Pages per Document	1,000 pages
Max. Pages of all Stored Documents	6,000 Pages

Facsimile Specifications (Optional)

Fax Option Type C2551	
Type	ITU-T (CCITT) G3
Circuit	PSTN, PBX
Resolution	200 x 100 dpi, 200 x 200 dpi, 400 x 400 dpi (with optional SAF memory)
Modem Speed	33.6K – 2,400bps with Automatic Shift Down
Compression Method	MH, MR, MMR, JBIG
Transmission Speed	G3: Approx. 2 seconds/page (w/JBIG compression); G3: Approx. 3 seconds/page (w/MMR compression)
Scan Speed	40 pages/minute (Standard Mode); 38 pages/minute (Detail Mode); 20 pages/minute (Super Fine Mode)
Auto Dialing	2,000 Quick Dials, 100 Group Dials (200 locations each)
Memory Capacity	4 MB (approx. 320 pages); Maximum 28 MB (approx. 2,240 pages)
Additional Modes	Internet Fax (T.37), IP Fax (T.38), LAN Fax, Fax Forward to E-mail/Folder, LDAP Support, Detection of Misplaced Documents & Double Check Destination
Options	Handset Type 1018, Memory Unit Type B 32MB (SAF Memory)

Hardware Accessories

Paper Feed Unit (PB3070)	
Paper Capacity	500 sheets x 1 Tray
Paper Sizes	7.25" x 10.5" to 11" x 17"
Paper Weights	16 – 28 lb. Bond (60 – 105 g/m ²)
Dimensions (WxDxH)	21.7" x 20.5" x 5.4" (550 x 520 x 137 mm)
The Caster Table is required with the 500 x 1 Paper Feed Unit (PB3070).	
Paper Feed Unit (PB3030)¹	
Paper Capacity	500 sheets x 2 Trays
Paper Sizes	7.25" x 10.5" to 11" x 17"
Paper Weights	16 – 28 lb. Bond (60 – 105 g/m ²)
Dimensions (WxDxH)	21.7" x 20.5" x 10.7" (550 x 520 x 271 mm)
Cabinet Type FAC43¹	
Envelope Feeder Tray (EF3010)	
Paper Sizes	5.5" x 8.5" to 11" x 17" Com10, Monarch, C5, C6 DL Envelope
Paper Weight	14 – 68 lbs. Bond (60 – 256 g/m ²)
Paper Capacity	250 sheets (8.5" x 11" to 11" x 17") 150 sheets (5.5" x 8.5") Approximately 40 envelopes (depending on envelope thickness/quality)
Internal 500-Sheet Finisher Type C2550	
Paper Weights	14 – 34 lb. Bond (52 – 128 g/m ²)
Stack Capacity	500 sheets (8.5" x 11") 250 sheets (8.5" x 14" or larger)
Staple Capacity	50 sheets (8.5" x 11") 30 sheets (8.5" x 14" or larger)
Staple Paper Sizes	7.25" x 10.5" to 11" x 17"
Staple Positions	Landscape: Top Left Corner, Bottom Left Corner, 2-Top Sided, and 2-Left Sided; Portrait: Top Left Corner, Bottom Left Corner, 2-Top Sided, and 2-Left Sided
Dimensions (WxDxH)	19.5" x 20.7" x 8.4" (495 x 525 x 214 mm)

2/3-Hole Punch Unit Option (PU3010NA) available for Internal Finisher.

Internal Shift-Sort Tray (SH3030)	
Paper Sizes	5.5" x 8.5" to 12" x 18"
Paper Capacity	250 sheets
Paper Weights	14 – 68 lb. Bond/140 lb. Index (52 – 256 g/m ²)
Dimensions (WxDxH)	16.9" x 18.8" x 4.2" (431 x 477.5 x 107 mm)
Internal Shift-Sort and/or Inner One-Bin Tray cannot be installed with the 500-Sheet Internal Finisher.	

Inner One-Bin Tray (BN3060)	
Paper Sizes	5.5" x 8.5" to 11" x 17"
Bin Capacity	100 sheets
Paper Weights	16 – 28 lb. Bond (60 – 105 g/m ²)
Dimensions (WxDxH)	16.9" x 19.6" x 4.4" (429 x 497 x 113 mm)

Side Tray Type C2550	
Paper Sizes	5.5" x 8.5" to 11" x 17"
Paper Capacity	50 sheets
Paper Weights	16 – 28 lb. Bond (60 – 105 g/m ²)
Dimensions (WxDxH)	18.9" x 18.9" x 6.7" (480 x 480 x 170 mm)

¹Please note either the Cabinet Stand or one of the paper options must be installed.

Additional Accessories

Caster Table Type B, PostScript3 Unit Type C2551, Camera Direct Print Card Type I, Key Counter Bracket Type H, File Format Converter Type E, Optional Counter Interface Unit Type A, USB 2.0/SD Slot Type G, Handset Type 1018, IEEE802.11 a/b/g Wireless Interface Type J, HotSpot Printing, and more

Consumables*

Black Toner Cartridge	10K
Cyan, Magenta & Yellow Toner Cartridge	5.5K or 9.5K

*Toner yields based on 5% coverage.

For maximum performance and yield, we recommend using genuine Ricoh parts and supplies.

RICOH

www.ricoh-usa.com

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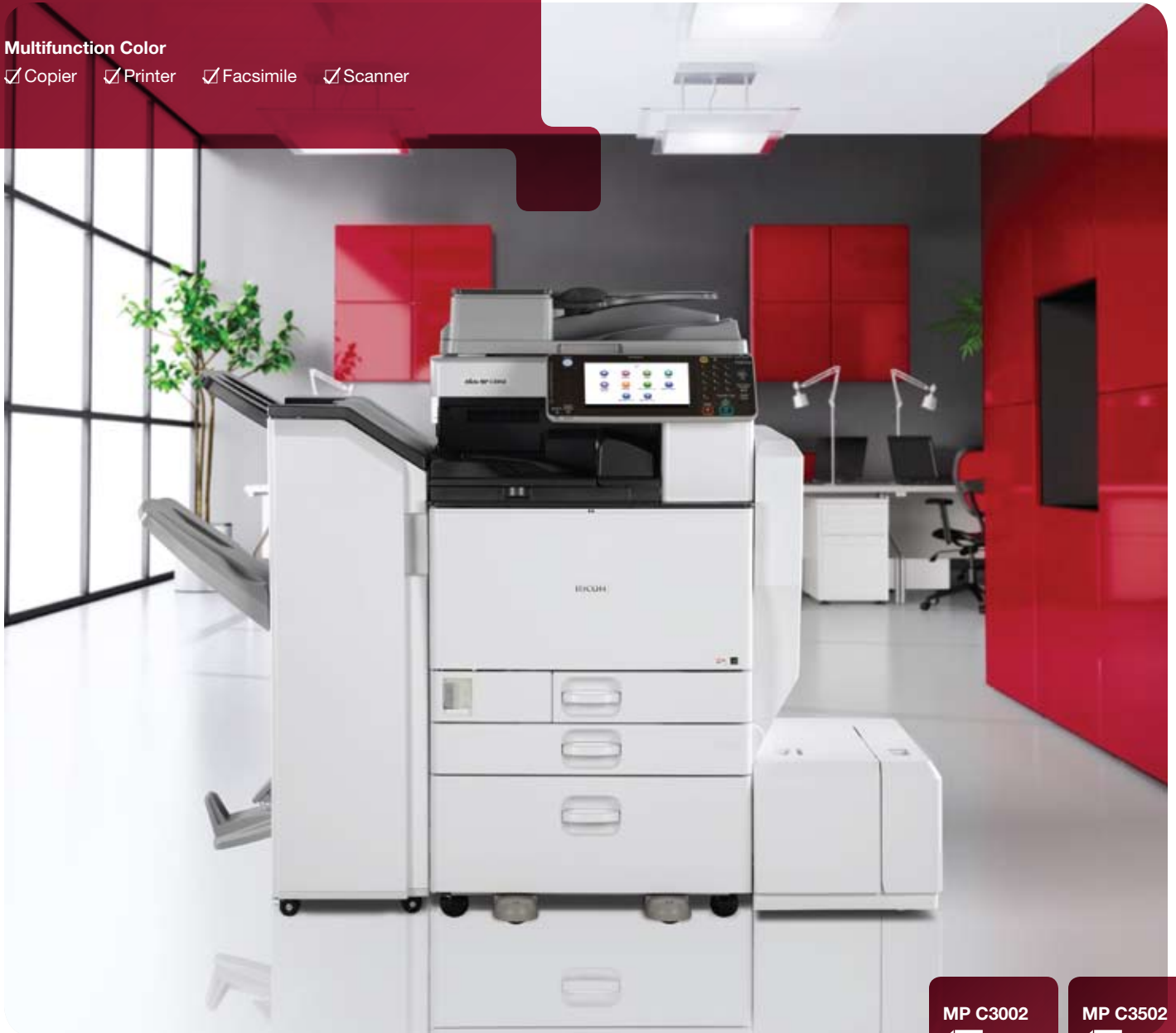


RICOH

Ricoh Aficio MP C3002/MP C3502

Multifunction Color

Copier Printer Facsimile Scanner



MP C3002

30
ppm

monochrome
and full-color

MP C3502

35
ppm

monochrome
and full-color

Busy has never looked so easy

A fast-paced workplace offers something new and exciting every day. It's time your Multifunction Product (MFP) does, too. The versatile RICOH® Aficio® MP C3002/MP C3502 Series delivers high-quality, full-color performance to streamline your unique workflow demands. These innovative MFPs leverage advanced capabilities found only in Ricoh's services-led platform to simplify even the most complex printing, copying, scanning, and distribution tasks. With robust security features, impressive finishing capabilities and eco-friendly operation, these MFPs manage heavy workloads with exceptional efficiency. Choose it to be the primary system for your workgroup or as an integral part of the Ricoh Managed Document Services (MDS) strategy to help enhance productivity and reduce total cost of ownership throughout your organization.

- Produce 30-35 color prints/copies per minute
- Enjoy versatile performance in an intelligent, compact design
- Take advantage of convenient, customizable one-touch home screen operation
- Support environmental and security best practices and standards
- Improve efficiency with powerful administrative tools



Improve every aspect of your output environment

Enjoy efficiency and quality

Customize your user interface

This system sets a new standard for intuitive operation. Users can quickly and easily customize the operations panel home screen with their own company logo, workflows, preferences and settings — bringing speed and convenience to every job. You can also tilt the panel and lock it in a position that is ergonomically comfortable.



Control individual or group usage

Reducing waste has never been easier. The system allows administrators to set quotas for individuals or workgroups, which helps control costs associated with paper, supplies and energy consumption. An Eco-Friendly Indicator helps minimize costs by providing paper usage histories for specific users and certain job types.



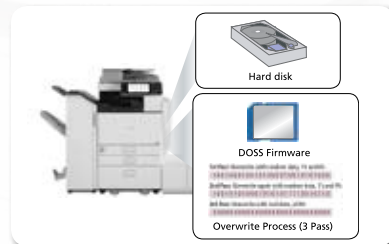
Print reliably, with better quality

For professional-looking documents, Ricoh's advanced PXP-EQ toner delivers crisp, monochrome and color reproduction every time. The newly designed fusing technology measurably shortens the sleep-to-operate time, which improves image quality and reduces power consumption.



Protect your documents and data

The Ricoh Aficio MP C3002/MP C3502 Series incorporates a host of state-of-the-art security features that helps with security compliance requirements — both yours and the organizations you serve. For example, passwords and user authentication help prevent unauthorized copying or printing. By utilizing DOSS, information is overwritten on the Hard Disk Drive.





Full-featured, performance enhancing

Produce high-quality documents — fast

The Ricoh Aficio MP C3002/MP C3502 Series offers a powerful integration of speed and reliability that improves both personal and workgroup productivity. This system prints or copies up to 35 pages-per-minute. An impressive warm-up time of less than 20 seconds means faster output and less waiting. Individual copies in as little as five seconds. A choice of three finishing options — including a 1,000-Sheet Booklet Finisher — adds a professional touch to any document.



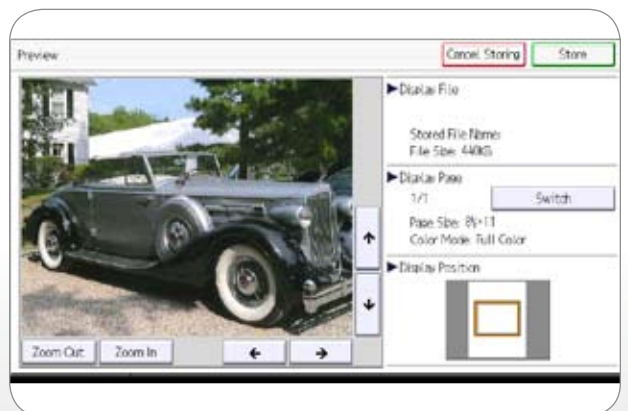
Take advantage of powerful connections

Enjoy full compatibility throughout the office with a host of network capabilities engineered specifically to enhance efficiency. Print from most manufacturers' mobile devices by downloading their application for convenient output when and where it is needed most. Generate output at the device using a USB memory or SD card for convenience and flexibility.



Share documents with greater speed and confidence

This new series lets you scan, share and store documents quickly and easily. You can scan full-color or monochrome originals and share them instantly with Scan-to-Email/Folder/HDD. Preview full-color thumbnails of scanned pages to ensure quality and accuracy before distributing them. Access LDAP-registered directories and information, including Home Directory, for fast, convenient scanning and easier, cost-effective administration. This system also offers PDF/A support and High Compression PDF features, which allow you to compress file sizes for faster, more reliable distribution.



Personal, powerful and secure

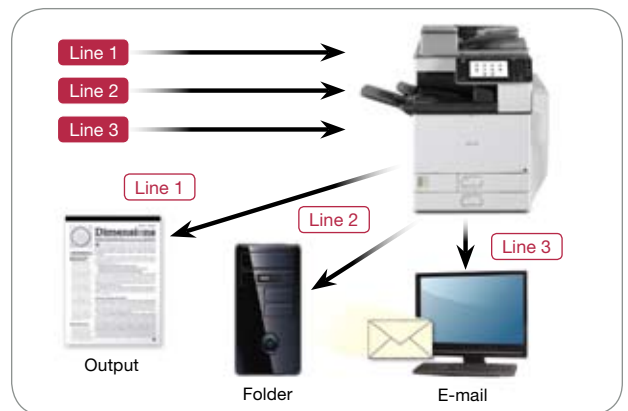
Work the way you want with customizable features

Configure the Ricoh Aficio MP C3002/MP C3502 Series to align perfectly with the way you like to work. A tiltable, full-color control panel features a customizable, personal Home Screen. You can quickly configure workflows, choose icons and create convenient single-step shortcuts for frequently used operations. Assign personal preferences and selected functions to five, one-touch function keys. An external keyboard can be connected via a USB port to accommodate users who prefer traditional keyboard input to a touch screen. A time-saving Auto Job Promotion feature elevates jobs higher in the print queue if they are being blocked by jobs stopped due to errors.



Depend on efficient, reliable fax communications

An innovative Fax Connection option opens fast and streamlined communications with other Ricoh devices on the same network. This connection simplifies the infrastructure required for fax communications and keeps operating costs low. Connect up to three analog lines and greatly expand your fax capacity and reduce or eliminate network bottlenecks. You can also use the Internet Fax feature to distribute documents directly to e-mail addresses and eliminate long-distance costs. Inbound faxes can be automatically forwarded to e-mail addresses, network folders or the system hard drive.



Protect hardcopy and electronic documents

With the DataOverwriteSecurity System (DOSS) feature, the MFP will automatically destroy latent images and data stored on the internal HDD. The encryption feature will encrypt your address book, authentication information, and your stored documents on the MFP. Password-protected and user-specific authentication helps provide a secure line of defense. Enhanced encryption helps to ensure a high global standard of information security. You can also store a print job at the device until an authorized user swipes their ID card or enters their ID information at the control panel to release it. Unauthorized Copy Control prevents fraudulent duplication of sensitive documents.





Manage your fleet with efficiency and precision

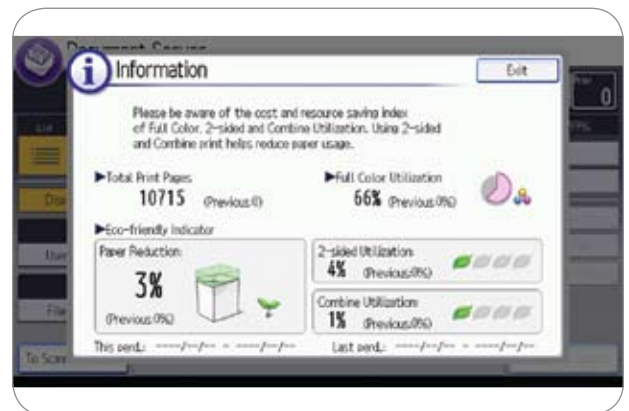
Simplify administrative tasks and system upgrades

A number of easy-to-use tools allow you to simplify virtually every type of job. You can dramatically reduce costs associated with wasted output by establishing print and copy quotas for as many as 1,000 users. Ricoh's Web Image Monitor lets you configure system settings, manage address books and monitor device status. Remote firmware upgrades make it easy to capitalize on the latest technology and optimize system performance.



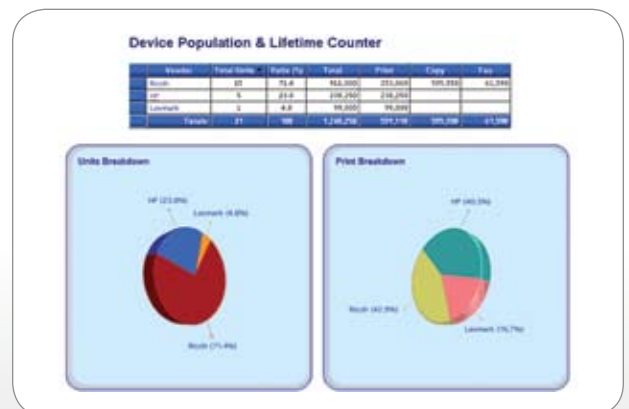
Help minimize environmental impact, maximize savings

Ricoh's commitment to environmental responsibility is reflected in the design of this innovative system. You can measurably reduce your paper consumption by encouraging users to take advantage of the high-performance automatic duplexing — for both copying and printing. A built-in Eco-Friendly Indicator tells users how much they or their workgroups have saved by using two-sided printing capabilities. To minimize energy use and wait time, the Ricoh Aficio MP C3002/MP C3502 Series consumes only 1 watt while in Sleep Mode and recovers in less than 8 seconds.



Take control with user-friendly tools

Ensure your networked devices operate at peak efficiency via intuitive system management, device monitoring, troubleshooting and other administrative tools. Configure, organize and diagnose network devices remotely by accessing Web SmartDeviceMonitor from any standard web browser. Automate service calls and the collection of critical device data with @Remote™ software. You can even request e-mail alerts, so you'll know the moment supplies are low or an error is detected.



Comprehensive features in a compact design



Ricoh Aficio MP C3502

- 1** Easy access and intuitive operation on the home screen via the large 8.5" full-color LCD control panel
- 2** Standard 50-sheet Automatic Reversing Document Feeder (ARDF) to efficiently handle one- and two-sided originals for copying, scanning and faxing
- 3** Standard 2 x 550-sheet paper trays for longer, uninterrupted runs
- 4** Standard 100-sheet bypass tray accommodates a wide range of paper sizes and types
- 5** Optional 1 x 550-sheet paper tray, 2 x 550-sheet paper trays (shown) or 2,000-sheet large capacity tray for multiple paper sources on demand
- 6** Optional 1,200-sheet side LCT for even more productivity
- 7** A 500-sheet finisher, 1,000-sheet booklet finisher (shown), 1,000-sheet finisher and punch kits offer an entire range of finishing possibilities
- 8** 125-sheet one-bin tray to separate output and simplify document retrieval

General Specifications

Printing Process	4-Drum Method
Output Speed (Copy/Print)	MP C3002: 30-ppm BW & FC (LTR) MP C3502: 35-ppm BW & FC (LTR)
Warm-Up Time	MP C3002/C3502: 20 seconds
Recovery from Sleep Mode	MP C3002/C3502: 7.8 seconds
First Copy Time (FC/BW)	MP C3002/C3502: 7.3/4.8 seconds
Copy Resolution	600 dpi
Quantity Indicator	Up to 999 copies
Document Feeder (ARDF)	Original Capacity: 50 sheets Original Size: 5.5" x 8.5" - 11" x 17" (A5 - A3) Paper Weight: Simplex: 11 - 34 lb. Bond (40 - 128 g/m ²) Duplex: 14 - 28 lb. Bond (52 - 105 g/m ²) Standard: 2 x 550 sheets + 100-sheet Bypass Tray, Maximum: 4,400 sheets (w/Tandem LCT + Side LCT)
Paper Capacity	1st Paper Tray: 8.5" x 11" (A4) 2nd Paper Tray: 7.25" x 10.5" - 11" x 17", Envelopes (with option) (up to A3) Bypass: Up to 12" x 18", Envelopes (A3) Custom Sizes: Width: 3.5" - 12" (90 - 305 mm), Length: 5.8" - 23.6" (148 - 600 mm)
Supported Paper Sizes	Standard Trays: 16 - 68 lb. Bond/140 lb. Index (52 - 256 g/m ²) Bypass Tray: 16 - 80 lb. Bond/110 lb. Cover (52 - 300 g/m ²) Duplex Unit: 16 - 45 lb. Bond/90 lb. Index (52 - 169 g/m ²)
Supported Paper Weights	Plain/recycled paper, laser printer qualified transparencies, labels, envelopes
Paper Types	Standard
Auto Duplex	Standard (all): 500 sheets, Face Down
Output Capacity	Maximum: MP C3002/C3502: 1,625 sheets (w/1,000-sheet Finisher + 1 Bin Tray) 25% - 400% in 1% increments 26.4" x 26.9" x 34.7" (670 x 682 x 880 mm) < 266 lb. (120 kg) w/ARDF
Zoom	120V - 127V, 60Hz
Dimensions (WxDxH)	1,584W or less
Weight	MP C3002: 1,435Wh MP C3502: 1,631Wh
Power Requirements	
Power Consumption	
TEC Value	

Printer Specifications (Standard)

CPU	Intel Celeron-M @ 600 MHz, Embedded
Memory	1.5 GB RAM Standard/190 GB HDD
Max. Print Speed	MP C3002: 30 ppm BW & FC MP C3502: 35 ppm BW & FC
Print Drivers	Standard: PCL 5c, PCL 6 (XL), XPS via download Optional: Postscript 3
Font Support	Standard: PCL: 45 Scalable, 6 Bitmapped + 13 International fonts Optional: PostScript 3: 136 Roman fonts, IPDS: 108 Roman fonts
Max. Print Resolution	1200 x 1200 dpi
Network Interfaces	Standard: 10BaseT/100Base-TX Ethernet (RJ-45), USB 2.0 Host Interface, USB 2.0 Hi Speed (for direct PC/Mac connection), Front USB 2.0/SD Card Slot Interface Optional: Gigabit Ethernet (1000Base-T) IEEE 802.11a/b/g Wireless Interface Bluetooth, IEEE 1284/ECP Parallel Interface
Network Protocol Support	TCP/IP (IPv4, IPv6), IPX/SPX*
Network/OS	Windows XP/Vista/7/Server 2003/Server 2008/Server 2008R2, Mac OS X 10.2 or later, Novell NetWare 6.5, Sun Solaris, HP-UX, SCO OpenServer, RedHat Linux, and IBM AIX, SAP R/3, IBM iSeries - AS/400 using OS/400 Host Print Transform
Utilities	Web SmartDeviceMonitor Web Image Monitor, @Remote™

Document Server Specifications (Standard)

Max. Stored Documents	3,000 documents
Max. Page Capacity	9,000 pages

Scanner Specifications (Standard)

Scanner Resolution	BW and FC scanning at 100 - 600 dpi, Up to 1200 dpi for TWAIN scanning
Scanning Speed	Default Scan Resolution: 200 dpi 200 dpi: 51 ipm (Letter-size) BW/FC; 300 dpi: 47ipm BW/41 ipm FC
Scan Area	11.7" x 17" (297 mm - 432 mm)
Compression Method	BW: TIFF (MH, MR, MMR, JBIG2) Grayscale/FC Color: JPEG
Supported File Formats	Single/Multi-Page TIFF, Single Page JPEG Single/Multi-Page PDF, High Compression PDF, PDF/A
Scan Modes	Scan-to-Email (with LDAP support) Scan-to-Folder (SMB/FTP/NCP*) Scan-to-URL Scan-to-Media (USB/SD Card) Network TWAIN Scanning

*Netware option is required

Facsimile Specifications (Optional)

Type	Fax Option Type C5502; Super G3
Resolution	200 x 100 dpi, 200 x 200 dpi, 400 x 400 dpi (with optional SAF memory)
Modem Speed	33.6K - 2,400 bps w/Auto Fallback
Compression Method	MH, MR, MMR, JBIG
Transmission Speed	G3: Approximately 2 seconds/page (JBIG)
Scanning Speed	49 ipm (Letter LEF)
Auto Dialing	2,000 Quick/Speed Dial numbers; 100 Group Dial numbers
Memory Capacity (SAF)	Standard: 4 MB (approx. 320 pages), Optional: 28 MB (approx. 2,240 pages) with optional SAF memory
Options	Additional G3 Lines (up to 2), Fax Connection Unit, Fax SAF Memory, Telephone Handset

Security Features (Standard)

DataOverwriteSecurity System (DOSS), HDD Encryption, User Codes, SNMP v3 Support, Encryption, Locked Print, User Authentication, 802.1x Wired Authentication, WPA/WPA2 (Wi-Fi Protect Access Support), Digitally Signed PDF, and more

Security Features (Optional)

Copy Data Security, DataOverwriteSecurity System (DOSS) with ISO 15408 Common Criteria Certification

Hardware Accessories

Paper Handling Options

Two-Tray Paper Bank (PB3130)*

Tray Capacity	1,100 sheets (550 sheets x 2 trays)
Paper Size	5.8" x 8.3" to 11" x 17" (A5 - A3)
Paper Weight	14 - 68 lb. Bond/140 lb. Index (52 - 256 g/m ²)
Dimensions (WxDxH)	22.8" x 24.4" x 10.2" (580 x 620 x 260 mm)

One-Tray Paper Bank (PB3120)*

Tray Capacity	550 sheets x 1 tray
Paper Size	5.8" x 8.3" to 11" x 17" (A5 - A3)
Paper Weight	14 - 68 lb. Bond/140 lb. Index (52 - 256 g/m ²)
Dimensions (WxDxH)	22.8" x 24.8" x 4.7" (580 x 629 x 120 mm)

Requires installation of Caster Table Type D

Tandem Large Capacity Tray (PB3140)*

Tray Capacity	2,000 sheets (1,000 sheets x 2)
Paper Size	8.5" x 11" (A4)
Paper Weight	14 - 68 lb. Bond/140 lb. Index (52 - 256 g/m ²)
Dimensions (WxDxH)	22.8" x 24.4" x 10.2" (580 x 620 x 260 mm)

Side Large Capacity Tray (RT3020)

Tray Capacity	1,200 sheets
Paper Size	8.5" x 11" (A4)
Paper Weight	16 - 57.5 lb. Bond/120 lb. Index (60 - 216 g/m ²)
Dimensions (WxDxH)	13.7" x 21.3" x 11.4" (348 x 540 x 290mm)

Requires Two-Tray Paper Bank (PB3130) or Tandem LCT (PB3140)

Output Trays & Finisher Options

Internal Shift-Sort Tray (SH3060)

Tray Capacity	250 sheets (8.5" x 11" or smaller) (A4 - A5) 125 sheets (8.5" x 14" or larger) (B4 - A3)
Paper Size	5.5" x 8.5" to 12" x 18" (A6 - A3)
Paper Weight	14 - 80 lb. Bond/110 lb. Cover (52 - 300 g/m ²)

Cannot be installed with any Finisher or Side Tray

Side Tray Type C5502

Tray Capacity	250 sheets (8.5" x 11" or smaller) (A4 - A5) 125 sheets (8.5" x 14" or larger) (B4 - A3)
Paper Size	5.5" x 8.5" to 12" x 18" (A5 - A3)
Paper Weight	14 - 80 lb. Bond/165 lb. Index (52 - 300 g/m ²)
Dimensions (WxDxH)	30.7" x 16.2" x 5.4" (780 x 412 x 138 mm)

Cannot be installed with any Finisher or Internal Shift-Sort Tray

500-sheet Finisher (SR3070)*

Paper Size	5.5" x 8.5" to 11" x 17" (A5 - A3)
Paper Weight	14 - 67 lb. Bond/140 lb. Index (52 - 253 g/m ²)
Stack Capacity	500 sheets (8.5" x 11" or smaller) 250 sheets (8.5" x 14" or larger)

Staple Paper Size	8.5" x 11" to 11" x 17" (A5 - A3)
Staple Paper Weight	14 - 67 lb. Bond (52 - 253 g/m ²)
Staple Capacity	50 sheets (8.5" x 11") 30 sheets (8.5" x 14" or larger, and/or Mixed Sizes)

Staple Positions	1 staple: 4 positions; 2 staples: 1 position
Dimensions (WxDxH)	19.4" x 26.1" x 18.1" (492 x 662 x 460 mm)

1,000-sheet Finisher (SR3090)*

Paper Size	Proof Tray: 5.5" x 8.5" to 12" x 18" (A6 - A3) Shift Tray: 5.5" x 8.5" to 12" x 18" (A6 - A3)
Paper Weight	Proof Tray: 14 - 69 lb. Bond/140 lb. Index (52 - 260 g/m ²) Shift Tray: 14 - 43 lb. Bond/90 lb. Index (52 - 163 g/m ²)

Stack Capacity

Proof Tray:	250 sheets (8.5" x 11")
50 sheets (8.5" x 14" or larger)	
Shift Tray:	1,000 sheets (8.5" x 11")
500 sheets (8.5" x 14" or larger)	

Staple Capacity

50 sheets (8.5" x 11")	
30 sheets (8.5" x 14" or larger)	

Staple Paper Size

8.5" x 11" - 11" x 17" (A5 - A3)	
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Staple Paper Weight

17 - 24 lb. Bond (64 - 90 g/m²)	
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Staple Positions

1 staple: 2 positions;	
2 staples: 1 position	

Dimensions (WxDxH)

10.7" x 20.5" x 31.2" (270 x 520 x 790 mm)	
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1,000-sheet Booklet Finisher (SR3100)*

Paper Size	Proof Tray: 5.5" x 8.5" to 12" x 18" (A6 - A3) Shift Tray: 5.5" x 8.5" to 12" x 18" (A6 - A3) Booklet Tray: 8.5" x 11", 8.5" x 14", 11" x 17" (A6 - A3)
Paper Weight	Proof Tray: 14 - 28 lb. Bond (52 - 105 g/m ²) Shift Tray: 14 - 68 lb. Bond/140 lb. Index (52 - 256 g/m ²)

Stack Capacity

Booklet Tray:	17 - 24 lb. Bond (64 - 90 g/m ²)
Proof Tray:	100 sheets (8.5" x 11" or smaller) (A5 - A4)

50 sheets (8.5" x 14" or larger) (B4 - A3)

Shift Tray: 1,000 sheets (8.5" x 11") (A4)

500 sheets (8.5" x 14" or larger) (B4 - A3)

100 sheets (5.5" x 8.5") (A5)

Booklet Tray: 20 sets (2 - 5 sheets/set, all sizes, saddle-stitched) or 10 sets (6 - 10 sheets/set, all sizes, saddle-stitched)

Normal Staple: 50 sheets (8.5" x 11") (A4)

30 sheets (8.5" x 14" or larger) (B4 - A3)

Saddle Stitch: 10 sheets (up to 40-page booklets)

Staple Paper Size

Normal Staple: 8.5" x 11" to 11" x 17" (A4 - A3)	
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Saddle Stitch: 8.5" x 11" to 11" x 17" (A4, B4, A3)

Staple Paper Weight: 17 - 24 lb. Bond (64 - 90 g/m²)

Staple Positions

1 staple: 2 positions; 2 staples: 3 positions	
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21.1" x 23.7" x 36.7" (535 x 600 x 930 mm)

Optional; Installs inside Finisher

Punch Paper Sizes: 5.5" x 8.5" to 11" x 17"

Punch Paper Weight: 14 - 43 lb. Bond/90 lb. Index (52 - 163 g/m²)

Additional Accessories

FAC 52 Cabinet Stand, Envelope Feeder, One Bin Tray, File Format Converter, Key Counter Bracket, Platen Cover, Card Reader Bracket, Counter Interface, Camera Direct Print Card, ADF Handle, IPDS Unit, HotSpot Printing Kit, Fiery™ Print Controller, Caster Table, Browser Unit, SD Card for Netware

Consumables

Item	Yield
Black Toner	28,000 pages
Cyan Toner	18,000 pages
Magenta Toner	18,000 pages
Yellow Toner	18,000 pages

*Either the Cabinet Stand or one of the paper options must be installed.

*Requires configuration with Bridge Unit.



RICOH

Ricoh Aficio MP C4502/MP C5502 & MP C4502A/MP C5502A

Multifunction Color

Copier Printer Facsimile Scanner



MP C4502
MP C4502A

45
ppm

monochrome
and full-color

MP C5502
MP C5502A

55
ppm

monochrome
and full-color

Busy has never looked so easy

A fast-paced workplace offers something new and exciting every day. It's time your Multifunction Product (MFP) does too. The versatile RICOH® Aficio® MP C4502/MP C5502 Series delivers high-quality, full-color performance to streamline your unique workflow demands. These innovative MFPs leverage advanced capabilities found only in Ricoh's services led platform to simplify even the most complex printing, copying, scanning, and distribution tasks. With robust security features, impressive finishing capabilities and eco-friendly operation, these MFPs manage heavy workloads with exceptional efficiency. Choose this series to be the primary system for your workgroup or as an integral part of the Ricoh Managed Document Services (MDS) strategy to help enhance productivity and reduce total cost of ownership throughout your organization.

- Produce 45-55 color prints/copies per minute
- Enjoy versatile performance in an intelligent, compact design
- Take advantage of convenient, customizable one-touch home screen operation
- Support environmental and security best practices and standards
- Improve efficiency with powerful administrative tools



Improve every aspect of your output environment

Enjoy efficiency and quality

Customize your user interface

This system sets a new standard for intuitive operation. Users can quickly and easily customize the operations panel home screen with their own company logo, workflows, preferences and settings — bringing speed and convenience to every job. You can also tilt the panel and lock it in a position that is ergonomically comfortable.



Control individual or group usage

Reducing waste has never been easier. The system allows administrators to set quotas for individuals or workgroups, which helps control costs associated with paper, supplies and energy consumption. An Eco-Friendly Indicator also minimizes costs by providing paper usage histories for specific users and certain job types.



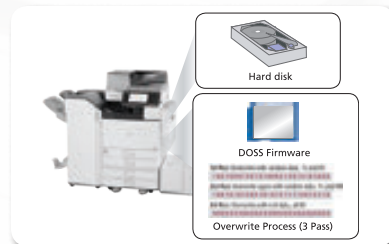
Print reliably, with better quality

For professional-looking documents, Ricoh's advanced PXP-EQ toner delivers crisp, monochrome and color reproduction every time. The newly designed fusing technology measurably shortens the sleep-to-operate time, which improves image quality and reduces power consumption.



Protect your documents and data

The Ricoh Aficio MP C4502/MP C5502 Series incorporates a host of state-of-the-art security features that helps with security compliance requirements — both yours and organizations you serve. For example, passwords and user authentication help prevent unauthorized copying or printing. By utilizing DOSS, information is overwritten on the HDD.





Full-featured, performance enhancing

Produce high-quality documents — fast

The Ricoh Aficio MP C4502/MP C5502 Series offers a powerful integration of speed and reliability that improves both personal and workgroup productivity. This system prints or copies up to 55 pages-per-minute. An impressive warm-up time of less than 24 seconds means faster output and less waiting. Individual prints or copies take less than six seconds. A choice of three finishing options — including a 2,000-Sheet Booklet Finisher — adds a professional touch to any document.



Take advantage of powerful connections

Enjoy full compatibility throughout the office with a host of network capabilities engineered specifically to enhance efficiency. Print from most manufacturers' mobile devices by downloading their application for convenient output when and where it is needed most. Generate output at the device using a USB memory or SD card for convenience and flexibility.



Share documents with greater speed and confidence

This new series lets you scan, share and store documents quickly and easily. You can scan full-color or monochrome originals and share them instantly with Scan-to-Email/Folder/HDD. Preview full-color thumbnails of scanned pages to ensure quality and accuracy before distributing them. Access LDAP-registered directories and information, including Home Directory, for fast, convenient scanning and easier, cost-effective administration. This system also offers a High Compression PDF feature, which allows you to compress file sizes for faster, more reliable distribution.



Personal, powerful and secure

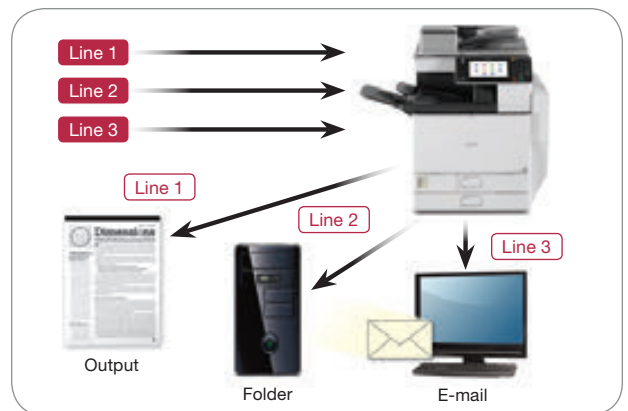
Work the way you want with customizable features

Configure the Ricoh Aficio MP C4502/MP C5502 Series to align perfectly with the way you like to work. A tiltable, full-color control panel features a customizable, personal Home Screen. You can quickly configure workflows, choose icons and create convenient single-step shortcuts for frequently used operations. Assign personal preferences and selected functions to five, one-touch function keys. An external keyboard can be connected via a USB port to accommodate users who prefer traditional keyboard input to a touch screen. A time-saving Auto Job Promotion feature elevates jobs higher in the print queue if they are being blocked by jobs stopped due to errors.



Depend on efficient, reliable fax communications

An innovative Fax Connection option opens fast and streamlined communications with other Ricoh devices on the same network. This connection simplifies the infrastructure required for fax communications and keeps operating costs low. Connect up to three analog lines and greatly expand your fax capacity and reduce or eliminate network bottlenecks. You can also use the Internet Fax feature to distribute documents directly to e-mail addresses and eliminate long-distance costs. Inbound faxes can be automatically forwarded to e-mail addresses, network folders or the system hard drive.



Protect hardcopy and electronic documents

With the DataOverwriteSecurity System (DOSS) feature, the MFP will automatically destroy latent images and data stored on the internal HDD. The encryption feature will encrypt your address book, authentication information, and your stored documents on the MFP. Password-protected and user-specific authentication provides a secure line of defense. PDF/A file support and enhanced encryption also help to ensure a high global standard of information security. You can also store a print job at the device until an authorized user swipes their ID card or enters their ID information at the control panel to release it. Unauthorized Copy Control prevents fraudulent duplication of sensitive documents.





Manage your fleet with efficiency and precision

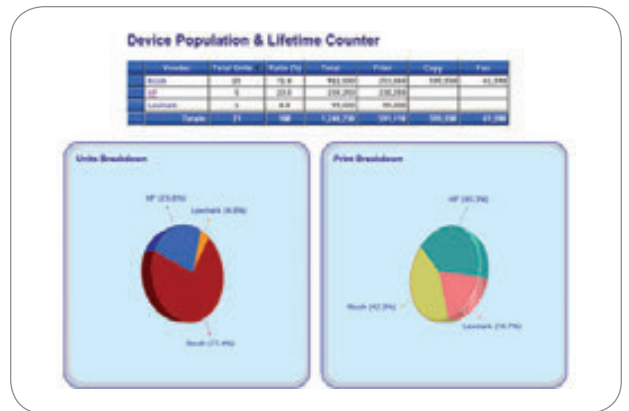
Simplify administrative tasks and system upgrades

A number of easy-to-use tools allow you to simplify virtually every type of job. You can dramatically reduce costs associated with wasted output by establishing print and copy quotas for as many as 1,000 users. Ricoh's Web Image Monitor lets you configure system settings, manage address books and monitor device status. Remote firmware upgrades make it easy to capitalize on the latest technology and optimize system performance.



Take control with user-friendly tools

Ensure your networked devices operate at peak efficiency via intuitive system management, device monitoring, troubleshooting and other administrative tools. Configure, organize and diagnose network devices remotely by accessing Web SmartDeviceMonitor from any standard web browser. Automate service calls and the collection of critical device data with @Remote™ software. You can even request e-mail alerts, so you'll know the moment supplies are low or an error is detected.



Minimize environmental impact, maximize savings

Ricoh's commitment to environmental responsibility is reflected in the design of this innovative system. You can measurably reduce your paper consumption by encouraging users to take advantage of the high-performance automatic duplexing — for both copying and printing. A built-in Eco-Friendly Indicator tells users how much they or their workgroups have saved by using two-sided printing capabilities. To minimize energy use and wait time, the Ricoh Aficio MP C4502/MP C5502 Series consumes only 1 watt while in Sleep Mode and recovers in less than 18 seconds.



Comprehensive features in a compact design



Ricoh Aficio MP C5502A

- 1 Easy access and intuitive operation on the homescreen via the large 8.5" full-color LCD control panel
- 2 100-sheet Single Pass Duplex Feeder (SPDF) to efficiently handle one- and two-sided originals for copying, scanning and faxing*
- 3 Standard 2 x 550-sheet paper trays for longer, uninterrupted runs
- 4 Standard 100-sheet bypass tray accommodates a wide range of paper sizes and types
- 5 Optional 2 x 550-sheet paper trays (shown) or 2,000-sheet large capacity tray for multiple paper sources on demand
- 6 Optional 1,200-sheet side LCT for even more productivity
- 7 A 1,000-sheet finisher, 2,000-sheet booklet finisher (shown), 3,000-sheet finisher and punch kits offer an entire range of finishing possibilities
- 8 125-sheet one-bin tray to separate output and simplify document retrieval

*The MP C4502 and the MP C5502 comes standard with an Automatic Reversing Document Feeder (ARDF).

SYSTEM SPECIFICATIONS

General Specifications

Printing Process	Dry Electrostatic Transfer
Output Speed (Copy/Print)	MP C4502/A: 45 ppm BW & FC (LTR) MP C5502/A: 55 ppm BW & FC (LTR)
Warm-Up Time	MP C4502/A: 22.1 seconds MP C5502/A: 24.1 seconds
Recovery from Sleep Mode	MP C4502/A: 15 seconds MP C5502/A: 18 seconds
First Copy Time (FC/BW)	MP C4502/A: 5.7/3.6 seconds MP C5502/A: 4.8/3.1 seconds
Copy Resolution	600 dpi
Quantity Indicator	Up to 999 copies
Document Feeder	
MP C4502/C5502	Original Capacity: 100 sheets
Automatic Reversing Document Feeder (ARDF)	Original Size: 5.5" x 8.5" - 11" x 17" (A5 - A3) Paper Weight: Simplex: 11 - 34 lb. Bond (40 - 128 g/m ²) Duplex: 14 - 34 lb. Bond (52 - 128 g/m ²)
MP C4502A/C5502A	Original Capacity: 100 sheets
Single Pass Duplexing Feeder (SPDF)	Original Size: 5.5" x 8.5" - 11" x 17" (A5 - A3) Paper Weight: Simplex: 11 - 34 lb. Bond (40 - 128 g/m ²) Duplex: 14 - 34 lb. Bond (52 - 128 g/m ²)
Paper Capacity	Standard: 2 x 550 sheets + 100-sheet Bypass Tray, Maximum: 4,400 sheets (w/Tandem LCT + Side LCT)
Supported Paper Sizes	1st Paper Tray: 8.5" x 11" (A4) 2nd Paper Tray: 7.25" x 10.5" - 11" x 17", Envelopes (with option) Bypass: Up to 12" x 18", Envelopes Custom Sizes: Width: 3.5" - 12" (90 - 305 mm), Length: 5.8" - 23.6" (148 - 600 mm)
Supported Paper Weights	Standard Trays: 16 - 68 lb. Bond/140 lb. Index (52 - 256 g/m ²) Bypass Tray: 16 - 80 lb. Bond/110 lb. Cover (52 - 300 g/m ²) Duplex Unit: 16 - 45 lb. Bond/90 lb. Index (52 - 169 g/m ²)
Paper Types	Plain/recycled paper, laser printer qualified transparencies, labels, envelopes
Auto Duplex	Standard
Output Capacity	Standard: 500 sheets Maximum: 3,625 sheets (w/3,000 Sheet Finisher + 1 Bin Tray)
Zoom	25% - 400% in 1% increments
Dimensions (WxDxH)	MP C4502/C5502: 26.4" x 26.9" x 35.3" (670 x 682 x 895 mm) w/ARDF MP C4502A/C5502A: 26.4" x 26.9" x 36.7" (670 x 682 x 930 mm) w/SPDF
Weight	MP C4502/C5502: < 287 lb. (130 kg) w/ARDF MP C4502A/C5502A: < 293 lb. (133 kg) w/SPDF
Power Requirements	120V - 127V, 60Hz
Power Consumption	1,584W or less
TEC Value	MP C4502: 2151Wh MP C5502: 2719Wh MP C4502A: 2150Wh MP C5502A: 2749Wh

Printer Specifications (Standard)

CPU	Intel Celeron-M @ 1.0 GHz, Embedded
Memory	2 GB RAM Standard/Maximum; 190 GB Hard Disk Drive (with DOSS/Encryption)
Print Drivers	Standard: PCL 5c, PCL 6 (XL), XPS via download Optional: Postscript 3
Font Support	Standard: PCL: 45 Scalable Optional: PostScript 3: 136 Roman fonts
Max. Print Resolution	1200 x 1200 dpi
Network Interfaces	Standard: 10BaseT/100Base-TX Ethernet (RJ-45), USB 2.0 Host Interface, USB 2.0 for direct PC/Mac connection, Front USB 2.0/SD Card Slot Interface Optional: Gigabit Ethernet (1000Base-T) IEEE 802.11a/b/g Wireless Interface IEEE 1284/ECP Parallel Interface, Bluetooth TCP/IP (IPv4, IPv6), IPX/SPX*
Network Protocol Support	Windows XP/Vista/7/Server 2003/Server 2008/Server 2008R2, Mac OS X 10.2 or later, Novell NetWare 6.5*, Sun Solaris, HP-UX, SCO OpenServer, RedHat Linux, and IBM AIX, SAP R/3

Utilities Web SmartDeviceMonitor, @Remote
*Network option is required

Scanner Specifications (Standard)

Scanner Resolution	BW and FC scanning at 100 - 600 dpi, Up to 1200 dpi for TWAIN scanning Default Scan Resolution: 200 dpi
Scanning Speed (Letter-size)	MP C4502/C5502: 300 dpi: 67 ipm BW/FC MP C4502A/C5502A: 300 dpi: 85 ipm BW/FC Simplex/110 ipm BW/FC Duplex
Scan Area	Main Scan: 11.7" (297 mm) Sub Scan: 17" (432 mm)
Supported File Formats	Single/Multi-Page TIFF, Single Page JPEG, Single/Multi-Page PDF, Single/Multi-Page PDF/A High Compression PDF
Scan Modes	Scan-to-Email (with LDAP support) Scan-to-Folder (SMB/FTP/NCP) Scan-to-URL Scan-to-Media (USB/SD Card) Network TWAIN Scanning

Document Server Specifications (Standard)

Max. Stored Documents	3,000 documents
Max. Page Capacity	9,000 pages

Facsimile Specifications (Optional)

Type	Fax Option Type C5502: Super G3
Resolution	200 x 100 dpi, 200 x 200 dpi, 400 x 400 dpi (with optional SAF memory)
Modem Speed	33.6K - 2,400 bps w/Auto fallback
Compression Method	MH, MR, MMR, JBIG
Auto Dialing	2,000 Quick/Speed Dial numbers; 100 Group Dial numbers
Memory Capacity (SAF)	Standard: 4 MB (approx. 320 pages), Optional: 28 MB (approx. 2,240 pages) with optional SAF memory
Additional Modes	Internet Fax by E-mail (T.37); IP Fax (T.38); LAN Fax; Fax Forward to E-mail/Folder; LDAP Support
Options	Additional G3 Lines (up to 2); Fax SAF Memory; Telephone Handset, Fax Connection Unit

Security Features (Optional)

Copy Data Security, DataOverwriteSecurity System (DOSS) with ISO 15408 Common Criteria Certification

Hardware Accessories

Paper Handling Options

Two-Tray Paper Bank (PB3130)[†]	
Tray Capacity	1,100 sheets (550 sheets x 2 trays)
Paper Size	5.8" x 8.3" to 11" x 17" (A5 - A3)
Paper Weight	14 - 68 lb. Bond/140 lb. Index (52 - 256 g/m ²)
Dimensions (WxDxH)	22.8" x 24.4" x 10.2" (580 x 620 x 260 mm)

Tandem Large Capacity Tray (PB3140)[†]	
Tray Capacity	2,000 sheets (1,000 sheets x 2)
Paper Size	8.5" x 11" (A4)
Paper Weight	14 - 68 lb. Bond/140 lb. Index (52 - 256 g/m ²)
Dimensions (WxDxH)	22.8" x 24.4" x 10.2" (580 x 620 x 260 mm)

Side Large Capacity Tray (RT3020)	
Tray Capacity	1,200 sheets
Paper Size	8.5" x 11" (A4)
Paper Weight	16 - 57.5 lb. Bond/120 lb. Index (60 - 216 g/m ²)
Dimensions (WxDxH)	21.3" x 15.1" x 11.4" (540 x 384 x 290 mm)

Requires Two-Tray Paper Bank (PB3130) or Tandem LCT (PB3140)

Finisher Options	
1,000-Sheet Finisher (SR3090)[†]	
Paper Size	Proof Tray: 5.5" x 8.5" to 12" x 18" (A6 - A3) Shift Tray: 5.5" x 8.5" to 12" x 18"
Paper Weight	Proof Tray: 14 - 69 lb. Bond/140 lb. Index (52 - 260 g/m ²) Shift Tray: 14 - 43 lb. Bond/90 lb. Index (52 - 163 g/m ²)
Stack Capacity	Proof Tray: 250 sheets (8.5" x 11") or smaller 50 sheets (8.5" x 14" or larger) Shift Tray: 1,000 sheets (8.5" x 11") or smaller 500 sheets (8.5" x 14" or larger)

Staple Capacity	50 sheets (8.5" x 11") 30 sheets (8.5" x 14" or larger)
Staple Paper Sizes	8.5" x 11" to 12" x 18"
Staple Paper Weight	17 - 24 lb. Bond (64 - 90 g/m ²)
Staple Positions	1 staple: 2 positions; 2 staples: 1 position
Dimensions (WxDxH)	10.7" x 20.5" x 31.2" (270 x 520 x 790 mm)

2,000-Sheet Booklet Finisher (SR3110)[†]	
Paper Size	Proof Tray: 5.5" x 8.5" to 12" x 18" (A6 - A3) Shift Tray: 5.5" x 8.5" to 12" x 18"
Paper Weight	Booklet Tray: 8.5" x 11", 8.5" x 14", 11" x 17" Proof Tray: 14 - 43 lb. Bond/90 lb. Index (52 - 163 g/m ²) Shift Tray: 14 - 68 lb. Bond/140 lb. Index (52 - 256 g/m ²)
Stack Capacity	Booklet Tray: 17 - 24 lb. Bond (64 - 90 g/m ²) Proof Tray: 250 sheets (8.5" x 11" or smaller) 50 sheets (8.5" x 14" or larger) Shift Tray: 2,000 sheets (8.5" x 11" or smaller) 1,000 sheets (8.5" x 14" or larger) 500 sheets (5.5" x 8.5")

Staple Capacity	Normal Staple: 50 sheets (8.5" x 11") 30 sheets (8.5" x 14" or larger and/or Mixed Sizes) Saddle Stitch: 15 sheets (up to 60-page booklets)
Staple Paper Size	Normal Staple: 8.5" x 11" to 11" x 17" Saddle Stitch: 8.5" x 11" to 11" x 17"
Staple Paper Weight	17 - 24 lb. Bond (64 - 90 g/m ²)
Staple Positions	1 staple: 3 positions; 2 staples: 2 positions
2-/3-Hole Punch Unit	Optional; Installs inside Booklet Finisher
Dimensions (WxDxH)	Punch Paper Sizes: 5.5" x 8.5" to 11" x 17" 25.9" x 25.1" x 37.8" (657 x 613 x 960 mm)

3,000-Sheet Finisher (SR3120)[†]	
Paper Size	Proof Tray: 5.5" x 8.5" to 12" x 18" (A6 - A3) Shift Tray: 5.5" x 8.5" to 12" x 18"
Paper Weight	Proof Tray: 14 - 43 lb. Bond/90 lb. Index (52 - 163 g/m ²) Shift Tray: 14 - 68 lb. Bond/140 lb. Index (52 - 256 g/m ²)
Stack Capacity	Proof Tray: 250 sheets (8.5" x 11" or smaller) 50 sheets (8.5" x 14" or larger) Shift Tray: 3,000 sheets (8.5" x 11") 1,500 sheets (8.5" x 14" or larger) 500 sheets (5.5" x 8.5")
Staple Capacity	50 sheets (8.5" x 11") 30 sheets (8.5" x 14" or larger and/or Mixed Sizes)
Staple Paper Size	8.5" x 11" to 11" x 17"
Staple Paper Weight	17 - 24 lb. Bond (64 - 90 g/m ²)
Staple Positions	1 staple: 3 positions; 2 staples: 1 position
2-/3-Hole Punch Unit	Optional; Installs inside Finisher
Dimensions (WxDxH)	Punch Paper Sizes: 5.5" x 8.5" to 11" x 17" 25.9" x 25.1" x 37.8" (657 x 613 x 960 mm)

Additional Accessories	
FAC52 Cabinet, Envelope Feeder Tray, Side Tray, Internal Sort Shift Tray, One Bin Tray, File Format Converter, Key Counter Bracket, Card Reader Bracket, Bridge Unit, Scanner Accessibility, SD Card for Network, Browser Unit, Platen Cover, Counter Interface, Camera Direct Print Card, ADF Handle, IPDS Unit, HotSpot Printing Kit, Fiery [™] Print Controller	
Consumables	
Item	Yield
Black Toner	31,000 pages
Cyan Toner	22,500 pages
Magenta Toner	22,500 pages
Yellow Toner	22,500 pages

*Either the Cabinet Stand or one of the paper bank options must be installed.
†Requires configuration with Bridge Unit.
‡Not available on MP C4502A/C5502A.

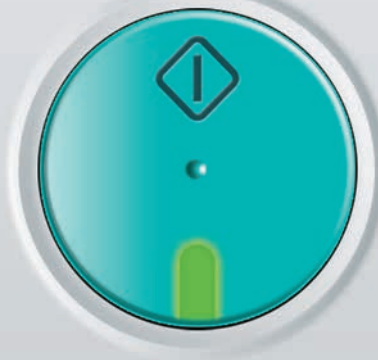


Ricoh Aficio MP C6501SP/C7501SP
Color Digital Imaging System
Exceptional Speed, Outstanding Quality

RICOH

fast

Start



versatile



color



Ricoh Aficio MP C6501SP/C7501SP

Stay competitive and reduce total cost of ownership. Engineered to provide outstanding speed and image quality, the RICOH® Aficio® MP C6501SP/C7501SP is a complete solution for fast-paced offices and select high-volume environments, such as centralized reprographics departments. This powerful system delivers the advanced performance you need to handle any document-related task quickly and efficiently. It has the capacity and reliability to consolidate color volume to a single, cost-effective system. It also offers the flexible finishing, versatile paper handling and the impressive color quality you need to eliminate outsourcing and minimize total cost of ownership (TCO).



SpeedEfficiencyReliabilityQuality

Proven Productivity

Staying competitive means doing more work in less time with accuracy and reliability. Trust the Ricoh Aficio MP C6501SP/C7501SP to provide exactly what demanding users need.

- Reduce turnaround time with fast output. The MP C6501SP delivers 60 color and 65 black & white pages per minute and the MP C7501SP achieves speeds up to 70 color and 75 black & white pages per minute. Both offer duplexing at 100% of rated speed.
- Accelerate productivity with one-pass duplex scanning. This not only reduces scan time, it minimizes wear and tear on sensitive originals.
- Navigate to the features you need in just a few quick selections. The large full-color WVGA control panel is the same intuitive LCD touch-screen available on all Ricoh MFPs, so you can upgrade the fleet without retraining users.
- Meet tight deadlines and complete quick-turn jobs with one of the shortest warm-up times and fastest first copy times of any high-speed color device in its class.
- Optimize efficiency with the ability to reload paper without interrupting the current job. Total paper capacity with all options is an incredible 7,400 sheets.

High-End Finishing

Extend the possibilities of document production with a variety of paper handling accessories and professional-grade finishing options.

- Experiment with new formats. The Multi-Fold Unit offers six folding options, including Half-Fold, Double Parallel Fold and Gate-Fold.
- Create full-color output on a wide range of paper grades. The system accepts up to 140 lb. Index (253 g/m²) through the Paper Trays and up to 110 lb. Cover (300 g/m²) through the Bypass Tray.
- Improve uptime with the optional Large Capacity Tray. This 2,000-sheet accessory holds paper sizes up to 12" x 18" and weights up to 110 lb. Cover (300 g/m²).
- Distribute high-quality finished documents with stapling, hole punching, ring binding or saddle-stitching, depending on your needs.

Reduce Operating Costs

In addition to its best-in-class affordability, the Ricoh Aficio MP C6501SP/C7501SP delivers the speed and versatility organizations need to keep operating expenses low.

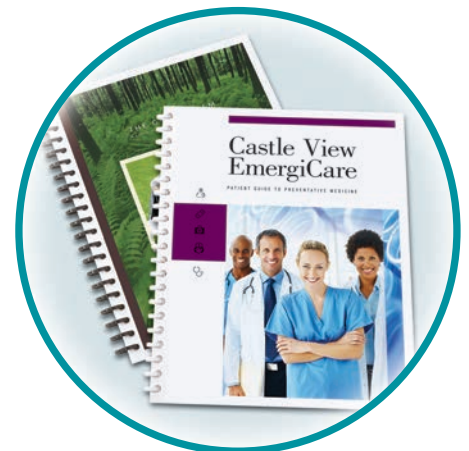
- Perform a wide variety of color and finishing tasks in-house, eliminating the need to outsource complex jobs to expensive third-party providers.
- Consolidate jobs from multiple laser or inkjet printers to cut supply costs.
- Print marketing collateral, forms, training packets and other documents on demand instead of managing large volumes of preprinted inventory.
- Empower creative teams to produce high-quality layouts, proofs and mock-ups with exceptional speed and quality.
- Improve workflow in copy shops and print-for-pay environments by adding high-quality color capacity and finishing capabilities that are ideal for quick-turn jobs.



Scan both sides of any original without feeding it twice using single-pass duplex scanning.



Create a variety of full-color documents with different folding options.



Choose the Ring Bind Unit to create ready-to-distribute training packets, reports and other lengthy documents.

Equipped to Optimize Productivity

Enhance Performance and Quality While Reducing Cost

Optional Cover Interposers

Feed pre-printed sheets from one or two sources for front and back covers.

Optional 3,000-Sheet Finishers

Choose from 50- or 100-sheet stapling and 2- or 3-hole punching.

Optional 2,000-Sheet Booklet Finisher

Fold and staple full-color documents to produce finished booklets and 2- or 3-hole punching.

50-Sheet Finisher

This finisher lets you select multi-position stapling for documents up to 50 pages.



Optional FD5000 Multi-Fold Unit

Execute several different folds to create a variety of finished documents.

Optional RB5000 Ring Bind Unit

Punch holes and insert plastic rings to produce ready-to-distribute books.

BK5010e Booklet Maker

Saddle stitch up to 30 sheets to create 120-page booklets.

GBC StreamPunch™ III

Create professional-quality bound books with in-line punching in a variety of patterns.

Versatile Paper Sources

Standard paper sources include the Tandem 2 x 1,100-Sheet Paper Tray, two 550-Sheet Paper Trays and Bypass Tray for a total of 3,400 sheets. With additional options also shown here, this system can hold up to 7,400 sheets.



Ricoh Aficio MP C6501SP/C7501SP

150-Sheet Automatic Document Feeder (ADF)
Offers single-pass color duplex scanning.

WVGA Control Panel
The large full-color LCD touch-screen simplifies job selection and programming.



Optional Large Capacity Trays

The RT4000 DLT/LCT utilizes the system Bypass Tray for a straight paper path. This helps to reliably feed up to 110 lb. Cover stock (300 g/m²). The DLT tray holds 2,000 sheets, up to 12" x 18" and 110 lb. Cover. The RT43 LCT holds 4,000 sheets, up to 8.5" x 11" and 34 lb. Bond.

Ricoh MP C6501SP/C7501SP

Impressive Image Quality

The high-powered color print engine in the Ricoh Aficio MP C6501SP/C7501SP creates high-resolution images that capture your customers' attention.

- Maximize edge definition, coverage consistency and color density with breakthrough PxP oil-free toner from Ricoh. Smaller particles and a lower melting point combine to create smooth blends and solid fills.
- Help visually impaired users with a special printer driver function that adjusts color levels to enhance readability.

Optimize Color Output

Configure the Ricoh Aficio MP C6501SP/C7501SP with the Fiery E-7200 print controller for professional-grade print and color control.

- Boost onboard power and expedite complex processing tasks with a 2.0GHz processor.
- Get all the advantages of Fiery color manipulation without giving up familiar Ricoh functionality for other tasks. Even if you choose the optional Fiery controller, you can keep user-friendly Ricoh menus for a full host of scanning capabilities.
- Streamline workflow with convenient drag-and-drop functionality. Just point and click to move files from the desktop to a print queue, prepare files for output or balance workflow among multiple connected devices.
- Maximize job-to-job efficiency with the Command WorkStation utility. Switch effortlessly from managing jobs to configuring the controller's settings.
- Bridge the gap between platforms. The Fiery controller provides identical functionality in both Windows and Mac environments.

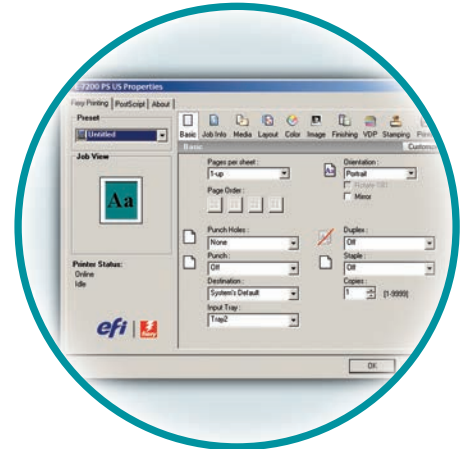
Enhance Personal Productivity

The App2Me® solution revolutionizes document management, enabling users to create customized workflows and execute them anywhere they go.

- Download widgets to any client (desktop PC, laptop or Smartphone) and use them on any Ricoh MFP enabled with App2Me.
- Enjoy maximum convenience and a consistent experience at each App2Me-enabled MFP, which is completely personalized no matter where you go.
- Simplify complex workflows. Widgets can be created to combine, distribute, edit and create documents, as well as perform many other tasks automatically.
- Maximize productivity. App2Me improves efficiency through widgets that control a virtually endless array of MFP, software or Web service-driven workflows.
- Create specialized widgets for almost any need, in any framework across multiple platforms that App2Me supports, such as Google Desktop™ and more.



Expect vivid, intense colors with a powerful 1200 dpi print engine and new PxP oil-free toner.



Expedite full-color job processing with the incredibly fast, EFI Fiery E-7200 print controller.



With App2Me, you can download time-saving and workflow-enhancing widgets and use them at any Ricoh MFP enabled with the App2Me solution.

Powerful Convenient Innovative Flexible

Multifunction Performance

The Ricoh Aficio MP C6501SP/C7501SP integrates a diverse range of capabilities into a relatively small footprint, enabling you to reach new heights of productivity and efficiency.

- Manage virtually any document-related task with this incredibly versatile, high-speed system. Choose from advanced printing, copying, faxing and scanning functions.
- Reduce network traffic with high-compression PDFs, especially when handling large full-color files.

Protect Every Document

Advanced security features ensure that sensitive documents and the system itself remain safe from multiple threats.



- Restrict system access to authorized users. The system supports external (Windows, LDAP) and internal (basic and user code) authentication.
- Protect business critical information with the DataOverwriteSecurity System (DOSS) option. It automatically overwrites the hard drive after copy, scan, fax and print jobs. You can also use the HDD Encryption option to protect data, even if the hard drive is removed or stolen.

Environmental Advantages

Many organizations are “going green” by setting goals for sustainability. The Ricoh Aficio MP C6501SP/C7501SP helps support these efforts.

- Minimize total energy consumption. The Ricoh Aficio MP C6501SP/C7501SP uses significantly less electricity without compromising speed, productivity or functionality. It is also designed to use less energy during sleep mode.
- Maintain outstanding image quality. With its lower melting point, PxP toner requires less energy, yet delivers the high-quality results you expect.



The Total Green Office Solution



Ricoh continues its long-standing commitment to developing office solutions with environmentally friendly and superior energy- and supply-saving features, without compromising productivity.

Ricoh Aficio MP C6501SP/C7501SP

System Specifications

General Specifications

Configuration	Console
Scanning Element	Flatbed with moving 3-line CCD array image-scanning
System Memory	320GB (160GB x 2) (Shared)
Document Feeder	Standard 150-Sheet ADF with single-pass color duplex scanning
Copy Resolution	600 dpi
Color/Grayscale	256 Levels
Quantity Indicator	1 - 9,999
Original Type	Sheet/Book/Object
Original Size	Up to 11" x 17"
Warm-Up Time	MP C6501SP: <70 sec. MP C7501SP: <60 sec.
First Copy Speed	MP C6501SP: 5.7/7.5 sec. (BW/FC) MP C7501SP: 4.9/6.4 sec. (BW/FC)
Output Speed	MP C6501SP: 60/65 (FC/BW) MP C7501SP: 70/75 (FC/BW)
Standard Paper Capacity	1st Tray 1,100 x 2 550 sheets x 2nd & 3rd trays, 100-Sheet Bypass Tray 3,400 standard 7,400 sheet std. max capacity
Paper Size	5.5" x 8.5" to 12" x 18"
Paper Weight	14 lb. Bond - 80 lb. Cover (216 g/m ²) (Tray 1, 2) 14 lb. Bond - 140 lb. Index (253 g/m ²) (Tray 3) 17 lb. Bond - 90 lb. Index (163 g/m ²) (Duplex) 14 lb. Bond - 110 lb. Cover (300 g/m ²) (Bypass)
Magnification	7 reduction and 5 enlargement
Zoom	25% to 400% in 1% increments
Power Requirements	MP C6501SP: 120-127V/20A/60Hz MP C7501SP: 208-240V/20A/60Hz
Dimensions (WxDxH)	29.5" x 33.5" x 48.4" (including ADF)
Weight	<657 lbs.

Copier Features:

Auto Paper Selection, Auto Reduce/Enlarge, Auto Start, Auto Tray Switching, Auto Image Density, Duplex, User Codes, Stapling, Color Erase/Convert, Electronic Sort, Image Rotation, Rotate Sorting, Series Copy, Doc Server, User Tools, Job Presets, Book/Series/Combine, Insert Cover/SlipSheet, Chaptering, Tabs, Color/Image Creation, Sample Copy, Energy Saver, Image Adjustment, Multiple Security Options

Printer Specifications (standard)

CPU	Intel Pentium - M 1.4GHz
RAM	2GB (STD/MAX)
HDD	320GB (160GB x 2) (Shared)
Standard Interfaces	Ethernet (10/100BaseTX), USB2.0
Optional Interfaces	Parallel, Wireless LAN (IEEE802.11a/g) Bluetooth, Ethernet 1000 Base-T
Network Protocol	TCP/IP, IPX/SPX, Apple Talk
Operating Systems	Windows: 2000/XP/Vista/Server 2003, Server 2008. Netware: 3.12, 3.2, 4.1, 4.11, 5.0, 5.1, 6, 6.5. Unix, Sun Solaris, HP-UX, SCO OpenServer, RedHat Linux, IBM AIX. MAC: OS 8.6 - 9.2x, OS X 10.1 or later
Print Drivers	PCL5c, PCL6, XPS (standard), Adobe PS3 (optional)
Max Print Resolution	Up to 1200 dpi

Scanner Specifications

Scanning Resolution	Up to 600 dpi
Scan Area	Up to 11" x 17"
Scan Speed	Simplex B/W 82 ipm/Duplex B/W 125 ipm; Simplex Color 70 ipm/Duplex Color 115 ipm
Compression	BW/Binary - TIFF MH/MR/MMR Full Color/Grayscale: JPEG
Standard Interfaces	10/100BaseTX, Wireless LAN

Scanner Features:

BW/FC Photo, BW/FC Text, Auto Color, Auto Density, Image Rotation, Mixed Size, SADF, Batch. Scan-to Modes Supported: Scan-to-Email, Scan-to-Folder, Scan-to-URL, TWAIN Scanning, USB/SD2.0 Scan-to

Document Server Specifications (Standard)

Max. Stored Documents	3,000
Max. Pages per Document	3,000
Max. Stored Pages	15,000

Fax Specifications (Optional)

Circuit	PSTN, PBX
Compatibility	ITU-T (CCITT) G3, Additional G3 opt.
Resolution	200 x 100/200 dpi (400 dpi w/opt. SAF memory)
Compression Method	MH, MR, MMR, JBIG
Scanning Speed	0.7 sec.
Modem Speed	33.6 K - 2,400 bps
Transmission Speed	G3: Approx 2 sec.
Memory Backup	1 hour
Quick/Speed Dials	2,000 numbers
Group Dials	100 groups (500 per group)
Energy Saver	Standard

Accessories

RT4000 DLT/LCT	
Paper Capacity	2,000 sheets
Paper Size	up to 12" x 18"
Paper Weight	14 lb. - 110 lb. Cover (300 g/m ²)
Size	38.1" x 28" x 29.3"
Weight	192 lbs.
RT43/LCT	
Paper Capacity	4,000 sheets
Paper Size	8.5" x 11"
Paper Weight	14 lb. - 34 lb. Bond (128 g/m ²)
Size	12" x 18" x 26"
Weight	44 lbs.

CS391 9-Bin Mailbox

Number of Bins	9
Stack Capacity of Bins	100 sheets
Paper Size	5.5" x 8.5" - 11" x 17"
Paper Weight	14 lb. - 34 lb. Bond (128 g/m ²)
Size	21" x 24" x 26"
Weight	33 lbs.

2 Source Cover Interposer

Paper Size	5.5" x 8.5" - 12" x 18"
Paper Weight	17 lb. Bond - 110 lb. Index (199 g/m ²)
Size	28" x 29" x 50"
Weight	99 lbs.

SR5000 100-Sheet Staple Finisher**

Capacity (Proof Tray)	500 sheets (8.5" x 11" or smaller) 250 sheets (8.5" x 14" or larger)
Paper Size	5.5" x 8.5" - 12" x 18"
Capacity (Shift Tray)	8.5" x 11" - 3,000 sheets 8.5" x 14" - 11" x 17" - 1,500 sheets 12" x 18" - 1,000 sheets
Paper Weight	14 lb. Bond - 110 lb. Cover (300 g/m ²)
Staple	8.5" x 11" - 100 pages 8.5" x 14" - 11" x 17" - 50 pages 31" x 29" x 39"
Size	165 lbs.
Weight	165 lbs.

**SR5000 must include Finisher Adapter Type C.

SR4030 50-Sheet Staple Finisher

Capacity (Proof Tray)	250 sheets (8.5" x 11" or smaller) 50 sheets (8.5" x 14" or larger)
Paper Size	5.5" x 8.5" - 12" x 18"
Capacity (Shift Tray)	8.5" x 11" - 3,000 sheets 8.5" x 14" - 11" x 17" - 1,500 sheets
Paper Weight	14 lb. Bond - 110 lb. Cover (300 g/m ²)
Staple	8.5" x 11" - 50 pages 8.5" x 14" - 11" x 17" - 30 pages 26" x 24" x 38"
Size	119 lbs.
Weight	119 lbs.

SR4040 Booklet Maker

Capacity (Proof Tray)	250 sheets (8.5" x 11" or smaller) 50 sheets (8.5" x 14" or larger)
Paper Size	5.5" x 8.5" - 12" x 18"
Capacity (Shift Tray)	8.5" x 11" - 2,000 sheets 8.5" x 14" - 11" x 17" - 1,000 sheets
Paper Weight	14 lb. Bond - 110 lb. Cover (300 g/m ²)
Staple	8.5" x 11" - 50 pages 8.5" x 14" - 11" x 17" - 30 pages

Saddle Stitch Staple***	8.5" x 11" - 12" x 18" - 15 pages
Size	26" x 24" x 38"
Weight	139 lbs.

***Paper weight for saddle stitch stapling is 28 lb. Bond max.

FD5000 Multi-Folding Unit

Compatible with SR5000 and SR4040 only.

Folding Type:

Single Sheet Mode: Z-Fold, Half-Fold/Print inside, Half-Fold/Print outside, Letter Fold-in/Print inside, Letter Fold-in/Print outside, Letter Fold-out, Double Parallel/Print inside, Double Parallel/Print outside, Gate-Fold/Print inside, Gate-Fold/Print outside.

Multiple Sheets Mode: same as Single Sheet mode; up to 3 sheets.

Paper Size:

Single Sheet Mode: Z folding: 8.5" x 11" - 12" x 18"; Half folding: 8.5" x 11"; Letter folding: 8.5" x 11" - 12" x 18"; Double Parallel/Gate folding: 8.5" x 11" - 12" x 18"; Multiple Sheets Mode: Half folding: 8.5" x 11" - 12" x 18"; Letter folding: 8.5" x 11"; Double Parallel/Gate folding: 8.5" x 11" - 12" x 18"

GBC StreamPunch III

Paper Size	8.5" x 11" LEF
Paper Weight	20 lb. Bond - 110 lb. Index (216 g/m ²)
Die Sets	CombBind®, Twin Loop Wire (2:1 or 3:1), ColorCoil®, VeloBind®, Three-Ring, ProClick®

BK5010e Production Booklet Maker

Paper Size	8.5" x 11" - 11" x 17"
Paper Weight	16 lb. Bond - 110 lb. Index (216 g/m ²)

Ring Binder RB5000

Paper Sizes Supported	8.5" x 11" (LEF only)
Max. Binding Capacity	100 sheets/booklet
Ring Sizes Supported	50-sheet/100-sheet
Paper Weight Punched	17 lb. Bond - 80 lb. Cover (216 g/m ²)
Paper Weight Bound	17 lb. Bond - 80 lb. Cover (216 g/m ²)
Dimensions (WxDxH)	34.25" x 28.7" x 38.5"
Power Requirements	110/115V, 50/60Hz
Weight	319.6 lbs.

Additional Accessories

Single Source Cover Interposer Type 3260; Punch Unit for SR5000; Punch Unit for SR4030/4040; Jogger Option for 4030/4040; Legal Tray for RT43 LCT Type 1075; 11" x 17" Tray Type 2105; Copy Connector Kit Type 3260; Tab Sheet Unit Type 3260; File Format Converter Type E; HDD Overwrite Security Kit Type H; HDD Encryption Unit Type A; Copy Data Security Kit Type F; Adobe PostScript3 Type C7501; IEEE802.11a/g Type J; IEEE1284 Type A; Bluetooth Interface Unit Type 3245; Browser Unit Type E; G3 Interface Kit Type C7500; Key Counter Bracket Type 1027; Reader Key Card Bracket Type B; Key Card I/F Unit Type A; Gigabit Ethernet Type B; Copy Tray Type 2075; FAX Memory Unit Type B 32MB, USB2.0/SD Slot Type D

Fiery E-7200 Specifications

Controller Type	Embedded Type
Fiery Platform	Fiery E20
Maximum Continuous Print Speed	MP C6501SP: 65 ppm B/W, 60 ppm color MP C7501SP: 75 ppm B/W, 70 ppm color
CPU	Intel Core Duo T2500 2.0GHz
Host Interface	1000/100/10BASE-T
Memory	1GB
Internal HDD	80GB
Operating System	Linux
Network Protocol	TCP/IP (IPv4/IPv6), AppleTalk (Auto switching), SMB

Printer Description Language

Printer Description Language	Adobe PostScript 3, PCL6/5c
Max Print Resolution	Up to 1200 dpi
Max Scan Resolution	Up to 600 dpi
Fonts	PS3: 138 fonts/PCL: 80 AGFA fonts
Operation Panel	On MFP
Utilities	Standard: CommandWorkStation 5, Color Wise Pro Tools, Fiery Scan, Printer Delete Utility, Fiery Web Tools Optional: SeeQuence Impose, Color Profiler Suite (UV version), Auto Trapping, Spot-On, Hot Folders

Color Management Tools

Color Management Tools	ICC Profile, Color Chart, CMYK Color Reference Pages, RGB Color Tests, Trapping Support, ColorWise Pro Tools
Calibration	Color Cal, Densitometer, Spectrophotometer

For maximum performance and yield, we recommend using genuine Ricoh parts and supplies.

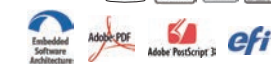
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FOR COUNCIL: February 25, 2013

SUBJECT: Request for Proposal for Fourth of July fireworks for July 4, 2013; July 4, 2014; July 4, 2015

RECOMMENDATION/MOTION: That the annual Fireworks Display prices from MIAND, Inc. D/B/A Mad Bomber Fireworks Productions, for the 2013, 2014 and 2015 Fourth of July Fireworks Skyconcert in the amount of \$25,000 annually, be accepted, the contract be approved 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 d. - Appropriate leisure and recreational opportunities responding to the needs of residents.

The annual Fourth of July Skyconcert offers residents to chance to attend and view a fireworks display with simultaneous patriotic music by local AM radio station, WJBC as a free, family-oriented special event.

BACKGROUND: The City of Bloomington and the Town of Normal for more than 25 years have prepared and coordinated the annual Fourth of July fireworks displays in each community. The fireworks draw anywhere from 6,000-10,000 people out to Miller Park and the surrounding area to view the show. The shows in each community are simultaneously shot at each location to a patriotic themed musical set which is aired on local AM radio station WJBC. The 2012 Fourth of July fireworks show in Miller Park was the last of a three-year contract with Melrose Pyrotechnics. In conjunction with the Town of Normal, Request for Proposals for a new three-year agreement, with a three-year renewable option, was published and sent out on December 19, 2012 and proposals were accepted until January 22, 2013. The proposals were to include simulcast firework shows for the City of Bloomington and Town of Normal with audio synchronization by WJBC Radio, as has been the practice since the mid-1980’s. Proposals were sent to seven known vendors and received from two vendors and each met the necessary requirements.

FIRM	2013	2014	2015	2016 Option	2017 Option	2018 Option	Total	# of Shells >1.5”	#of Shells 1.5”
Mad Bomber	\$25,000	\$25,000	\$25,000	\$27,000	\$28,000	\$29,000	\$159,000	4,807	4,200
Melrose Pyrotechnics	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$27,000	\$162,000	3,621	0

Staff from both the City of Bloomington and Town of Normal analyzed these proposals and each community is recommending accepting the proposal from Mad Bomber Fireworks Productions. The proposal from Mad Bomber contains the highest number of shells to be used during the performance, as well as offering the lowest cost proposal.

Mad Bomber has an extensive list of clients and has shown the capability to handle high quality firework display events and has provided our Fourth of July Fireworks Skyconcert in the past.

Partnering with WJBC to produce the patriotic music timed to the fireworks display allows WJBC to sell the naming rights to their radio production of the evening event. State Farm Insurance has agreed to again be the title sponsor for the next 3 years. This sponsorship helps underwrite the cost of the fireworks by \$10,000 per community.

The Town of Normal City Council will be asked to approve the same proposal at its next meeting on March 4, 2013.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Advertised in The Pantagraph on December 19, 2012. WJBC, State Farm Insurance, Town of Normal Parks & Recreation Department

FINANCIAL IMPACT: The FY 2014 Proposed Budget appropriates \$25,000 for the City of Bloomington's portion of the annual fireworks show. The Town of Normal commits an equivalent amount. The insurance requirements, electronic firing, shell size, and length of show do not vary from the prior fiscal year. WJBC has committed \$9,600 in financial support to each community to help defray the cost of the shows. This donation reduces the City expenditure to \$15,400 for the City of Bloomington. Pending the approval of the FY 2014 Budget, funds will be available in 10014112-70690 "*Other Purchased Service*" to offset this annual expenditure. Stakeholders may locate this expenditure on page #181 within the Proposed FY 2014 General Fund Budget.

Respectfully submitted for Council consideration.

Prepared by: John R. Kennedy, Director of Parks, Rec & Cultural Arts

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

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Mad Bomber Fireworks Productions - informational

Motion: _____ Seconded by: _____

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

COPY

MAD BOMBER

FIREWORKS PRODUCTIONS

11N485 HUNTER TRAIL * ELGIN, IL 60124 * (847) 464-1442 Fax (847) 464-1388

THIS SPECIALLY PREPARED PROPOSAL
IS FOR THE

CITY OF BLOOMINGTON

Annual Independence Day Celebration!

MILLER PARK

Thursday JULY 4th, 2013

Only the finest selection of assorted types of display fireworks have been submitted in this proposal, with an EMPHASIS on all multiple break, and special effect display shells. Plus a complete line on oriental & imported pattern shells from China, Japan, and Taiwan. Also included are the latest brilliant colored shells from the leading manufactures in the United States.

TOTAL PRICE \$25,000.00

INCLUDES THE FOLLOWING:

22-23 Minutes of Intense Presentation

Five Million Dollars Liability Insurance.

Crew of Experienced, Licensed Pyrotechnic Operators to Deliver, Set-up, and Execute the entire Display Production.

Clean-up of the firing area immediately following the display.

Crew of operators covered under Workman's Compensation.

D.O.T. Certified drivers with Five Million Dollars road liability.

Rain dated at NO extra charge.

Choreographed Display Production.

MAD BOMBER
FIREWORKS PRODUCTIONS

CITY OF BLOOMINGTON
SKY CONCERT

SIMULCAST TO MUSICAL SCRIPT WITH NORMAL
THE GRAND OPENING OF DISPLAY !

- 600 shot - Spinning Silver Tourbillions
- 480 shot - Thundering Kingdom Burst Barrage
- 300 shot - Star Spangled Banner Barrage
- 150 - 2.5 inch Red/White & Blue Peonies
- 36 - 3 inch Strobing Ring Pattern Shells
- 24 - 3 inch Titanium Flash Bomb Salutes
- 18 - 3 inch Silver Coconut Palm Trees w/Tails
- 18 - 4 inch Purple to Emerald Peony shells
- 7 - 5 inch Brocade Crown Chrysanthemums
- 7 - 5 inch Gold Shimmering Chrysanthemums
- 6 - 6 inch Thrice Color Changing Dahlia Shells
- 3 - 6 inch Majestic Crown Chandelier Shells

MAD BOMBER

FIREWORKS PRODUCTIONS

3 INCH SHELLS * main body

Salute w/tail
Red White & Blue Peony w/tail
Color & Thunder (multi break)
Red Peony
White Peony
Blue Peony
Silver Palm Tree w/tail
Red Ring
Green Ring
Crackling to Blue
Crackling to Green
Golden Kamuro
Red Chrysanthemum w/tail
White Chrysanthemum w/tail
Glitter Silver to Blue
Glitter Silver to Green
Brocade Diadem to Purple w/tail
Brocade Diadem to Blue w/tail
Silver Strobe
White Strobe
Blue Tiger Tail to Salute
Purple Tiger Tail to Salute
Purple Comet to Report
Silver Comet to Report
Red Tiger Tail to Spangle Flower
Green Tiger Tail to Spangle Flower
Gold Tiger Tail to Red Peony
Crackling Comet to Report
Orange Peony w/tail
Turquoise Peony w/tail
Dragon Eggs

N.F.P.A. #1123 - 210 Feet

Salute W/Titanium Splatter
Color to report (multi-break)
Serpent to report (multi-break)
Silver Peony
Green Peony
Yellow Peony
Golden Palm Tree w/tail
Blue Ring
Double Rings
Crackling to Red
Crackling to Yellow
Crackling Kamuro
Blue Chrysanthemum w/tail
Yellow Chrysanthemum w/tail
Glitter Silver to Red
Glitter Silver to Yellow
Brocade Diadem to Red w/tail
Brocade Diadem w/tail
Golden Strobe
Red Strobe
Red Tiger Tail to Salute
Green Tiger Tail to Salute
Green Comet to Report
Red Comet to Report
Blue Tiger Tail to Spangle Flower
Purple Tiger Tail to Spangle Flower
Silver Tiger Tail to Blue Peony
Red Tiger tail to Silver Peony
Aqua Peony w/tail
Purple Peony w/tail
Twilight Twinkler w/tail

TOTAL 3 INCH SHELLS
240 - 3"

MAD BOMBER

FIREWORKS PRODUCTIONS

4 INCH SHELLS * main body

Blackhead Salute (LOUD)
Color & Salute (heavy report)
Purple Peony w/Silver Pistil
White to Blue Peony w/tail
Red Ring w/Blue Pistil
Blue Glitter w/tail
Swimming Fish w/tail
Multi-Tier Floral Corsage w/tail
Golden Twinkler w/tail
Twilight Twinkler w/tail
Brocade Crown Kamuro w/tail
Red Chrysanthemum w/tail
Blue Peony w/Silver Pistil w/tail
Blue to Red Peony w/tail
Glittering Chrys. To Yellow to Red Peony
Katie-Dids at Night w/rising whistle
Double Rings w/tail
Monarch Butterflies w/tail
Purple Brocade w/tail
Green Peony /Silver Comet
Purple Peony w/report
Varigated Silver
Dahlia to Silver Strobe
Glittering Silver to Blue Chrysanthemum
Tangerine Brocade

TOTAL 4 INCH SHELLS
432 - 4"

N.F.P.A. #1123 - 280 Feet

Titanium Salute w/rising tail
Tourbillion to Heavy Salute (multi-break)
Green Peony w/Yellow Pistil
Red to Silver Peony w/tail
Double Rinds (green & red)
Tequila Sunset w/tail
Waterfall w/tail
Weeping Willow w/tail
Silver Coconut Tree w/Trunk
Green Brocade
Crackling Kamuro w/tail
Golden Chrysanthemum w/tail
White to Purple Peony w/tail
Glittering Chrys. to Green Peony
Glittering Chrys. To Purple to Green Peony
Crossed Rings w/tail
Glitter Delight w/tail
Green Coconut Tree w/Trunk
Red Coconut Tree w/trunk
Red Peony/Silver Comet
Blue Peony w/report
Red to Crackling
Dahlia w/Crackling Pistil
Emerald Willow
Brocade Crown w/tail

MAD BOMBER

FIREWORKS PRODUCTIONS

5 INCH SHELLS * main body

Blue to Red to Silver Peony
Purple to Crackling
Green Octopus
Silver Chrysanthemum w/Blue Pistil
Crossette Glitter w/silver tail
Red Gamboge to Green To Purple Chrsy.
Gold Spider w/Glittering Green & Silver Tail
Brocade Crown
Golden Palm Tree w/tail
White Chrysanthemum w/Red & Blue Pistil
Golden Kamuro w/Strobe Pistil w/tail
X'mas Dahlia w/tail
Purple to Silver Peony
Double Rings
Blue Brocade
Golden Twinkler
Double Hearts
Hour Glass w/Ring
Brocade Chrysanthemum w/pistil
Multi-Colored Peony
Silver Peony w/Red Pistil
Brocade Diadem w/Red Pistil
Kamuro w/Blue Tips
Spider Web to Gold Strobe
Artillery (5 timed reports)

TOTAL 5 INCH SHELLS
280 - 5"

N.F.P.A. #1123 - 350 Feet

Golden Wave to Blue Chrysanthemum
White Chrysanthemum w/Red Pistil
Flashing Stars
Silver Coconut w/tail
Silver Ring w/Purple Pistil
Thousand Color to Crackling
Half Red Half Blue Chrysanthemum w/Pistil
Strobing Willow
Blue Chrysanthemum w/Yellow Pistil
Triple Rings (red/white/blue)
Saturn w/Ring and rising tail
Spangle Chrysanthemum w/pistil
Green Peony w/Purple Pistil
Silver Bees
Yellow to Green Peony w/tail
Crossed Rings
Smiley Face
Star in Circle w/tail
Dragon Eggs
Crackling Kamuro
Silver Peony w/Blue Pistil
Brocade Diadem w/Blue Pistil
Kamuro w/Green Tips
Tiger tail to Blue
Mag Yellow w/Loud Report (multi-break)

MAD BOMBER

FIREWORKS PRODUCTIONS

6 INCH DISPLAY SHELLS

Red Peony
Blue Peony
Thousand Blooming Flowers
Silver Palm Tree w/tail
Red Chrysanthemum w/tail
White Chrysanthemum w/tail
Brocade Diadem to Purple w/tail
Brocade Diadem to Blue w/tail
Silver to Gold Glitter
Kamuro w/green tips w/tail
Blue Peony w/Crackling Pistil
Thrice Color Changing Peony
Saturn Planet w/Rings
Silver Kamuro Chrysanthemum
Green Peony w/Blue Pistil
Red to Green Chrysanthemum
Coconut Tree w/Golden Tail
Trice Color Changing Chrysanthemum
Dragon Eggs
Red to Blue to Silver Peony
Half Silver Half Re Peony
Golden Willow
Color Changing Peony
Willow Diadem to Silver Twinkler

TOTAL 6 inch Display Shells
120 - 6"

N.F.P.A. #1123 - 420 Feet

Silver Peony
Green Peony
Crackling Kamuro
Golden Palm Tree w/tail
Blue Chrysanthemum w/tail
Yellow Chrysanthemum w/tail
Brocade Diadem to Red w/tail
Brocade Diadem w/tail
Brocade Crown Kamuro
Glittering Gold Chrysanthemum
Green Glitter Strobe
Thunder Flowers w/Tail
Green Peony w/Gold Pistil
Blue Peony w/Golden Pistil
Glittering Silver to Blue Chrysanthemum
Sunflower Chrysanthemum
Purple Peony w/Silver Palm Pistil
Red to Silver to Crackling Pistil
Brocade Crown Kamuro
Green Chrysanthemum w/Blue Pistil
Glittering Silver Peony
Brocade Silver to Crackling w/tail
Shell of Shells w/rising Peonys
Kamuro w/Multi-Blooming Flowers

MAD BOMBER

FIREWORKS PRODUCTIONS

4,200 TOTAL – 1.5 inch SHOT BREAKS

SPECIAL EFFECTS - BARRAGE BOXES - CAKES

These Multiple Shot Breaks will be shot throughout the Main Body of Display.

300 shot – Red, White, and Blue Whistling (angle cake)

300 shot – Floral Cyclic Cauldron Barrage (angled)(**new**)

600 shot – Red Stars to Reports to Whistles w/Blue Tails

300 shot – Whistling Tourbillions w/Red & Blue Mines to Reports (**new**)

600 shot – Mixed “Z” Floral Bouquet & Reports Spread

300 shot – Crackling Rattlesnakes Barrage

600 shot – Extra Large Brocade Waterfall Mine Fan (**new**)

300 shot – Screaming Eagles at Night Barrage

600 shot – Multiple Break Titanium Salute Reports

300 Shot – Three-Timed Screamer Delight w/Hvy. Rpts. (**new**)

Randomly shot through out the display

Spread patterns shot at the same time...

Featuring our **FULL SPREAD “V” and “Z” FORMATIONS**

AWESOME!

MAD BOMBER

FIREWORKS PRODUCTIONS

The GRAND FINALE !

480 – 2.5 inch Floral Bouquet Tourbillion Shells

120 - 2.5 inch Red Ring Pattern Shells

120 - 2.5 inch White Ring Pattern Shells

120 - 2.5 inch Blue Ring Pattern Shells

120 – 3 inch Red White & Blue Strobe Shells

240 – 3 inch Multiple Color Change Peonies

240 – 3 inch Mixed Color Chrysanthemums

120 – 3 inch Special Effect Patterns

TOURBILLIONS, SERPENTS, WHISTLES, TIGER TAILS

240 – 3 inch Coconut Palms w/tails

180 – 3 inch Titanium Salutes w/tails

12 - 4 inch Red White & Blue Peony shells

12 - 4 inch Silver Coconut Palm Tree shells

12 – 4 inch Glittering Spider Web Pattern shells

12 – 4 inch Silver to Blue to Red Peony shells

12 - 4 inch Magnum Power Salute Bombs

7 – 5 inch Flickering Chrysanthemum shells

7 – 5 inch Crackling Golden Kamuro shells

7 – 5 inch Silver Willow Diadem Brocade shells

7 – 5 inch Red to Gold Color Changing Peony Shells

6 – 6 inch Deluxe Double Strobing Saturn Pattern Shells

6 – 6 inch Thrice Color Changing Dragon Eye Shells

6 – 6 inch Brilliant Green to Gold Chrysanthemums

The Audience will know the show is over!

**TABLE 3-1.3 MINIMUM RADIUS OF DISPLAY SITE
FOR OUTDOOR DISPLAY OF FIREWORKS.**

SHELL SIZE

3 INCH (76mm)	210 ft. (43 m)
4 INCH (102 mm)	280 ft. (85 m)
5 INCH (127 mm)	350 ft. (107 m)
6 INCH (152 mm)	420 ft. (128 m)
7 INCH (178 mm)	490 ft. (149 m)
8 INCH (203 mm)	560 ft. (170 m)
10 INCH (254 mm)	700 ft. (214 m)
12 INCH (305 mm)	840 ft. (256 m)
OVER 12 INCH	

**APPROVAL OF AUTHORITY
HAVING JURISDICTION.**

**3-1.3.1 DISTANCE FROM HEALTH CARE AND PENAL FACILITIES SHALL BE AT LEAST
TWICE THE DISTANCE SPECIFIED IN 3-1.3**

NOTE: SEE NFPA 101, LIFE SAFETY CODE, FOR DEFINITIONS OF HEALTH CARE AND PENAL FACILITIES.

**EXCEPTION: WITH THE APPROVAL OF THE HEALTH CARE OR PENAL FACILITY, THIS REQUIREMENT
SHALL BE WAIVED.**

**3-1.3.2 DISTANCES FROM BULK STORAGE AREAS OF MATERIALS THAT HAVE A FLAMMABILITY,
EXPLOSIVE OR TOXIC HAZARD SHALL BE TWICE THAT REQUIRED BY TABLE 3-1.3.**

**NOTE: TO DETERMINE WHETHER MATERIALS ARE CONSIDERED TO POSSESS THESE HAZARDS, SEE
NFPA 325M, FIRE HAZARD PROPERTIES OF FLAMMABLE LIQUIDS, GASES, AND VOLITILE
SOLIDS, AND NFPA 49, HAZARDOUS CHEMICALS DATA.**

3-2 DISCHARGE SITE

**3-2.1 THE AREA SELECTED FOR THE DISCHARGE OF AERIAL SHELLS SHALL BE LOCATED SO THAT
THE TRAJECTORY OF THE SHELLS SHALL NOT COME WITHIN 25 ft. (7.7 m) OF ANY OVERHEAD
OBJECT.**

**3-2.2 GROUND DISPLAY PIECES SHALL BE LOCATED AT A MINIMUM DISTANCE OF 75 ft. (23 m) FROM
SPECTATOR VIEWING AREAS AND PARKING AREAS.**

**EXCEPTION: FOR GROUND PIECES WITH GREATER HAZARD POTENTIAL (SUCH AS LARGE WHEELS
WITH POWERFUL DRIVERS, ROMAN CANDLE BATTERIES, AND ITEMS EMPLOYING LARGE SALUTES)
THE MINIMUM SEPARATION DISTANCES SHALL BE INCREASES TO 125 ft. (38.5 m)**

**3-2.3* WHEN THE MORTARS ARE POSITIONED VERTICALLY, THE MORTARS SHALL BE PLACED AT
THE APPROXIMATE CENTER OF THE DISPLAY SITE.**

3353T/NFPA 1123 F89-TCD/05-15-89/17



FOR COUNCIL: February 25, 2013

SUBJECT: Miller Park Zoo Veterinary Agreement with University of Illinois College

RECOMMENDATION/MOTION: That the Agreement with the University of Illinois for Veterinary Services be approved, in the amount of \$27,300, and 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.a. - Well-planned City with necessary services and infrastructure.

BACKGROUND: The Zoo currently utilizes University of Illinois Veterinary College. This contract is up for approval since the last one expired in April. I received this contract in late November. The recently expired contract stated the Zoo would receive four hours of service each week for \$250 and \$0.36 per mile plus \$80/hour over the four hours. The new contract included shows a change from four hours to a visit so it could be an entire day (if necessary) for the cost of \$470 per visit plus \$0.55 per mile. The new contract entails an 88% and 53% increase for visit and mileage. This new contract has also been given to the Scovil Zoo (Decatur) where University of Illinois also provides veterinary care.

Staff contacted the two veterinarians in our community that have the qualifications to perform our service. Prairie Oak Veterinary Center was the Zoo's contract veterinarian for many years until the switch to University of Illinois. Dr. Fraker is the owner and declined to offer a price since his clinic does not have the time to give to the Zoo that is necessary for the Zoo's needs. The new contract price is less than what we were paying Prairie Oak back in early 2011. Dr. Eric Nord was also contacted. He estimated that his price for a full day of work would be approximately \$875, almost double the rate from the University of Illinois.

The Miller Park Zoo staff feels that the University of Illinois Veterinary College is the best option for the Zoo because of price and expertise. Zoo Staff has been very pleased with the service the University of Illinois has provided over the last two plus years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Prairie Oak Veterinary Center and Nord Animal Clinic

FINANCIAL IMPACT: The proposed FY 2014 Budget Miller Park Zoo Budget has incorporated the cost furnished by the University of Illinois for veterinary of service. This expenditure has been positioned in the budget in line item 10014136-70040 as a place holder until the City Council provides direction and/or approval on the specific vendor to use for this service. The annual agreement is estimated at \$27,300. Stakeholders may locate this expenditure on page #194 within the Proposed FY 2014 General Fund Budget.

Respectfully submitted for Council consideration.

Prepared by:

Jay Tetzloff, Zoo Superintendent

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

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: J. Todd Greenburg, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. U of I Contract

Motion: _____ Seconded by: _____

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

UNIVERSITY OF ILLINOIS
Chicago Springfield Urbana-Champaign

This form is valid for agreements of \$5,000 or more.

Agreement between
The Board of Trustees of the University of Illinois and
Miller Park Zoo, Bloomington, Illinois

Article 1: Identification of Parties and Purpose

1.1 Parties. The parties to this Agreement are:

(a) the Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois ("University"). University is entering into this Agreement on behalf of its

Veterinary Teaching Hospital _____ on the Urbana-Champaign campus and

(b) Miller Park Zoo, a(n) _____
with a principal office located at Bloomington, Illinois ("Client").

1.2 Purpose. Client desires to engage the expertise of University to perform certain services, and University has determined that performing the services will promote one or more of the University's missions of public service, research, teaching, and economic development.

Article 2: Scope of Services

2.1 Services to Be Performed. University shall perform the following "Services":

Routine physical examinations of healthy animals to detect early signs of disease, perform treatments and diagnostic procedures as deemed necessary for health care of animals, vaccinate animals, sedation/anesthesia and restraint of intractable animals in order to conduct clinical procedures, including surgery, radiology, teeth cleaning, physical exams, emergency services and other treatments. Train zoo staff to give injections, administer medications, change dressings, etc. Animals may be treated on site at the zoo or brought to the Veterinary Hospital at Urbana by Zoo personnel when deemed appropriate. Maintain medical records of all services either at the Zoo or at the Veterinary Teaching Hospital.

2.2 Deliverables. University shall deliver to Client the following reports or other deliverables: Those services described above as well as medical records indicating findings, diagnostic procedures and treatments with recommendations for continued health maintenance. Receipts for services provided.

2.3 Discrepancies and Omissions. If there are any discrepancies or omissions regarding the scope of Services, University will obtain written clarification from Client before providing the Services at issue.

Article 3: Term and Termination

3.1 Term. The term of this Agreement shall be: (Select only one)

Jul 1, 2012 through Jun 30, 2015 or

12 months, beginning from the date signed by the last party to sign this Agreement.

3.2 Renewal Options. The parties may renew this Agreement only by written amendment in accordance with Section 9.7. The term, including all renewals, shall not exceed five years. The parties may adjust compensation rates at time of renewal.

3.3 Termination for Cause. In the case of material breach by either party, the non-defaulting party may terminate this Agreement at any time upon written notice if the breaching party fails to cure the breach within 10 days after receipt of written notice.

3.4 Termination for Convenience. Either party may terminate this Agreement for convenience upon 30 days' prior written notice to the other party.

3.5 Effect of Early Termination. In the event of early termination, Client shall pay University for Services performed to the date of termination and for the cost of all non-cancellable obligations made on Client's behalf.

Article 4: Compensation

4.1 Rate of Compensation. Client shall pay University compensation at the rate of \$470.00 per visit for a period of 3 years U of I mileage rate-current .55 VTH in house visits-VTH Rates for all Services performed.

4.2 Payment Schedule. Client shall pay University according to the following schedule:
Payment due upon receipt

4.3 Remittance Instructions. Not more frequently than monthly, University will submit to Client an invoice for Services performed, including any allowable reimbursable expenses incurred. Within 30 days of its receipt of invoice, Client will remit the total due to University at the address indicated on the invoice. University will not pay interest on Client funds advanced or otherwise held on deposit.

4.4 Late Payments. University will assess a finance charge of 21% per annum (1.75% per month) on the unpaid balance each month. University may refer Client's past due account for collection or may authorize legal action against Client for collection. Client shall be liable for all reasonable collection costs and expenses, including attorney fees and court costs.

4.5 Suspension of Services. University may suspend performance of Services with five days' written notice for Client's failure to make timely payments. University will resume performance upon Client's payment of all monies owed to University, provided that Client is not otherwise in default of its obligations under this Agreement.

Article 5: Liability

5.1 DISCLAIMER. University makes no representations, and disclaims all warranties, express or implied, including any warranties of merchantability, fitness for a particular purpose and non-infringement, regarding all services, goods, and facilities furnished to Client under this agreement.

5.2 Limitation of Liability. University shall not be liable to Client for any indirect, special, exemplary, consequential, or incidental damages or lost profits arising out of, or relating to, this Agreement, even if University had been advised of the possibility of such damages. University's liability to Client for breach of contract damages shall not exceed the amount of compensation actually paid by Client for Services performed.

5.3 Libelous Matter. Client shall be responsible for all claims and liabilities arising out of any libelous or other unlawful matter contained in data furnished by Client to University.

Article 6: Insurance

During all times relevant to this Agreement, each party shall maintain general liability insurance, whether through a commercial policy or through a program of self-insurance, with minimum limits of \$1 million per claim and \$3 million aggregate, and shall furnish the other party with evidence of such insurance upon request.

Article 7: Rights in Work Product

Title to existing intellectual property used by University in performing the Services shall remain vested in the original owner. Title to all intellectual property conceived or made by University employees and agents in performance of Services shall vest in University. Title to all tangible property made by University employees and agents in performance of Services shall vest in University unless specifically identified as a deliverable under Section 2.2. In such event, title to all deliverable tangible property shall vest in Client upon delivery by University.

Article 8: Third Party Intellectual Property Rights

Client shall pay all costs and expenses, including royalties and license fees, incident to any third party intellectual property rights required to perform the Services. Client shall indemnify University and its trustees, officers and employees against all third party infringement claims arising from intellectual property rights furnished by Client to University for its use in performing this Agreement.

Article 9: General Provisions

9.1 Force Majeure. Neither party shall be liable in damages for any delay or default in performing its respective obligations under this Agreement if the delay or default is caused by conditions beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, strikes, fires, floods, or work stoppages, or acts or failures to act of third parties. So long as any such delay or default continues, the party affected by the conditions shall keep the other party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

9.2 Independent Contractor. Client and University are independent contractors with respect to each other. Nothing in this Agreement is intended to create any association, partnership, joint venture or agency relationship between them.

9.3 Use of Name. Client shall not use the name of University for any commercial purpose without the prior written approval of University.

9.4 Headings. The headings of the articles contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

9.5 Severability. If any provision of this Agreement is held unenforceable, the provision shall be severed and the remainder of this Agreement will continue in full force and effect.

9.6 Assignment. Neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party.

9.7 Amendments. No modification of this Agreement shall be effective unless made by a written amendment signed by each party's authorized signatory.

9.8 Compliance with Laws. Each party shall comply with the relevant laws of any governing jurisdiction or authority. A party's non-compliance shall constitute a material breach.

9.9 Equal Opportunity. This Agreement incorporates the Equal Employment Opportunity Clause at Section 750.10, Appendix A of the Illinois Department of Human Rights Rules.

9.10 Waiver. The failure of either party at any time to enforce any provision of this Agreement shall not constitute a waiver of that party's right to later enforce the provision or all terms of the Agreement.

9.11 Non-Exclusivity. This Agreement is non-exclusive. University may offer similar services to third parties without notice to Client.

9.12 Counterparts/Facsimile Signatures. This Agreement may be signed in counterparts, all of which together constitute the Agreement. Facsimile signatures shall constitute original signatures for all purposes.

9.13 Ambiguities. Any rule of construction to the effect that ambiguities are resolved against the drafting party shall not apply in interpreting this Agreement.

9.14 Notices. To be enforceable, all notices must be in writing and sent by either certified mail, return receipt requested, or by commercial overnight courier service to the party's representative named below. Notices shall be effective upon actual receipt. Each party may change its representative at any time by written notice to the other party.

University Representative

Name: Julia K Whittington
Title: Clinical Associate Professor
Address: 1008 W Hazelwood, Urbana IL 61802
Phone: 217-333-5300
E-mail: jkwhitti@illinois.edu

Client Representative

Name: Jay Tetzloff
Title: Zoo Superintendent, MILLER PARK ZOO
Address: 1020 S Morris Ave, Bloomington, IL 61701
Phone: 217-421-7435
E-Mail: jtetzloff@cityblm.org

9.15 Choice of Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois, without regard to its conflicts of laws principles. Jurisdiction and venue shall lie exclusively in the Illinois Court of Claims for claims against University. University does not waive sovereign immunity by entering into this Agreement.

9.16 Integration. This Agreement with all attachments, amendments and documents incorporated by reference shall constitute the entire agreement between the parties and supersedes all prior communications and writings concerning the subject matter of this Agreement.

9.17 Representation of Signatories. The persons signing this Agreement as authorized signatories represent that they have authority and intend to bind the party represented.

Board of Trustees of the University of Illinois

By: Walter K. Knorr, Comptroller

Date

Client

Signed

Type or Print Name

Title

Date

FOR COUNCIL: February 25, 2013

SUBJECT: Amendment to the Current Agreement with Republic (American Disposal Services of Illinois) for Waste Disposal Services

RECOMMENDATION/MOTION: That the amendment to the current agreement with Republic (American Disposal Services of Illinois) be extended for one (1) year, as mutually agreed upon, 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: In order to be responsive to citizen needs, adequate resources must be provided to fulfill the goal of providing quality basic services. This provides value to the citizen and allows services to be delivered in a cost-effective manner.

BACKGROUND On June 25, 2007 the City Council approved entering into a five (5) year agreement with American Disposal for the disposal of waste within the City of Bloomington. The Town of Normal jointly negotiated this previous contract.

At this time, Republic (American Disposal Services of Illinois, Inc.) has sent a letter of intent to provide pricing for a one year Disposal Contract extension.

March 1, 2013 – February 28, 2014 = \$44.44 ton

The Town of Normal has entered into a contract with Republic for the above referenced tonnage price. This price encompasses no volume assumptions and will be the fixed rate for all tons delivered during extension period. Previously, the contract language prohibited the City from the transfer of bulk waste material collected from the curb to other facilities to be recycled. The current proposed contract extension will allow City crews to transport bulk waste material collected from the curb to Henson Disposal which has a licensed facility for Construction & Demolition (C & D) recycling. This initiative will allow for an estimated of at least 80% of the bulk waste material to be recycled. Henson Disposal's current license does not allow them to accept City bulk waste material. They are applying for a license amendment and once this process is complete, then the City will be able to enter into a separate agreement with Henson to accept all bulk waste material.

An extension of this contract for one (1) year will not have any impact on the current consideration of any waste to jet fuel facilities.

Staff has been very pleased with the Republic's service level and facility over the last five years.

Based upon these factors, it is staff's recommendation that the contract be extended for one year with Republic (American Disposal Services of Illinois) as mutually agreed upon.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Environmental Protection Agency, Town of Normal

FINANCIAL IMPACT: The FY 2013 Budget appropriated \$1,136,972 in line item 54404400-70650 to pay for waste disposal in the Solid Waste Budget. In the FY 2014 Proposed Budget, staff has allocated the cost of these disposal services across five line items which vary in accordance with landfill fees, bulk fees, recycling fees, leaf disposal, and brush disposal. The total allocated to landfill fees is \$924,701. Stakeholders may locate this expenditure on page #111 within the Proposed FY 2014 Other Funds & Capital Improvement Budget.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Waste Disposal Agreement Amendment
Attachment 2. Letter from Dan Winters, General Manager of Republic Services
Attachment 3. Historical Background – Extension Memo from June 25, 2007
Attachment 4. Historical Background – Original Waste Disposal Agreement from February 24, 1997

Motion: _____ Seconded by: _____

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

FIRST AMENDMENT TO WASTE DISPOSAL AGREEMENT

This First Amendment to a Waste Disposal Amendment is entered into this _____ day of February 2013 by and between the City of Bloomington, Illinois (“City”) and American Disposal Services of Illinois, Inc. d/b/a Bloomington Transfer Station (“Republic”).

WHEREAS, Republic is the successor to a Waste Disposal Agreement between John Sexton Contractors Co. and the City of Bloomington, Illinois dated February 24, 1997 and entered into June 25, 2007 (“Agreement”) for the disposal of solid waste collected in the City; and

WHEREAS, the City and Republic mutually desire to amend Section 2(a) of the Agreement, and further desire to extend the term of the Agreement for an additional one-year period.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE CITY AND REPUBLIC AGREE AS FOLLOWS:

1. Delivery by City. Section 2(a) of the Agreement shall be deleted in its entirety and the following inserted in lieu thereof:

“(a) **Delivery by City** City will deliver for disposal at the Bloomington Transfer Station all or some of the Refuse collected by the City, its agents and employees during the term of this Agreement.”
2. Term. The term of the Agreement shall be extended for an additional one-year period from March 1, 2013 through February 28, 2014 (“Renewal Term”).
3. Pricing. The pricing for solid waste disposal to be paid by the City to Republic during the Renewal Term shall be \$44.44 per ton and the City and Republic agree that no specific volume of solid waste shall be fixed during the Renewal Term.
4. Capitalized Terms. Capitalized terms used but not otherwise defined in this Amendment shall have the meanings assigned to them in the Agreement. In the case of a conflict in meaning between the Agreement and this Amendment, this Amendment shall prevail.
5. Continuing Effect. Except as expressly modified or amended by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.
6. Execution in Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original.

Executed this _____ day of February, 2013.

City of Bloomington, Illinois
a Municipal Corporation

American Disposal Services of Illinois, Inc.

By _____
Mayor

By _____
Its _____

Attest:

City Clerk



November 30, 2012

Jim Karch
Director of Public Works
City of Bloomington
115 East Washington Street
Bloomington, Illinois 61702-3157

RE: City of Bloomington Disposal Contract Extension

Dear Jim,

Thank you for the opportunity to discuss Republic's (American Disposal Services of Illinois, Inc.) intent to provide pricing for a one year Disposal Contract extension.

Based on our discussions, Republic would like to propose the following pricing for Solid Waste Disposal:

March 1, 2013 – February 28, 2014 = \$44.44 ton

This pricing has no volume assumptions and will be the fixed rate for all tons delivered during extension period.

Republic remains committed to providing the City of Bloomington a disposal option at our IEPA permitted Bloomington Transfer Facility.

Please feel free to contact me to further discuss

Regards,

Dan Winters
General Manager
Republic Services
West Central Illinois Business Unit

FOR COUNCIL: June 25, 2007

LAA

To: Honorable Mayor and Members of the City Council
From: Staff
Subject: Waste Disposal Contract Extension

The current ten (10) year waste disposal contract with American Disposal expires on March 1, 2008. The City and Town of Normal jointly negotiated this contract. American Disposal has proposed a five (5) year contract extension with annual increases per ton of 4%. All other provisions of the contract would remain the same. The current charge per ton is \$35.47. This contract extension would apply to both The City and the Town of Normal.


The proposed increase rate would be:

March 1, 2008 – February 28, 2009 = \$36.89 per ton
March 1, 2009 – February 28, 2010 = \$38.36 per ton
March 1, 2010 – February 28, 2011 = \$39.90 per ton
March 1, 2011 – February 28, 2012 = \$41.49 per ton
March 1, 2012 – February 28, 2013 = \$43.15 per ton

Staff has reviewed the performance of American Disposal during the current ten (10) year contract and determined that American Disposal has consistently met all contractual requirements. Staff respectfully recommends that the five (5) year contract extension with American Disposal be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

*note: The Town of Normal approved this contract extension at the June 4, 2007 Council meeting.

Respectfully,


Rick Clem
Director of Public Service


Tom Hamilton
City Manager

Motion: That the five (5) year Contract extension with American Disposal be approved on a per ton basis, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: Alderman Schmidt Seconded by: Alderman Purcell

	Aye	Nay	Other		Aye	Nay	Other
Alderman Stearns	✓			Alderman Finnegan	✓		
Alderman Huette	✓			Alderman Gibson	✓		
Alderman Hanson	✓			Alderman Schmidt	✓		
Alderman Sage	✓			Alderman Fruin	✓		
Alderman Purcell	✓			Mayor Stockton			

COPY

WASTE DISPOSAL AGREEMENT BETWEEN JOHN SEXTON CONTRACTORS CO., THE CITY OF BLOOMINGTON, AND THE TOWN OF NORMAL

THIS AGREEMENT (the "Agreement") is made as of the 24th day of February, 1997, by and between JOHN SEXTON CONTRACTORS CO., Delaware corporation (the "Contractor"), the CITY OF BLOOMINGTON, ILLINOIS, and the TOWN OF NORMAL, ILLINOIS, both of which are municipal corporations (collectively, the "City").

RECITALS

WHEREAS, Contractor owns a solid waste transfer facility (the "Bloomington Transfer Station") which accepts Refuse for disposal (with the exception of certain hazardous, special and other wastes as set forth later in this Agreement); and

WHEREAS, the City has assumed responsibility for the collection of Refuse generated within the City limits, and the City wishes to dispose of some or all of the Refuse generated within the City at the Bloomington Transfer Station.

NOW THEREFORE, in consideration of the terms, conditions, obligations and covenants set forth in this Agreement, the City and Contractor covenant and agree as follows:

1. **Performance by Contractor.** The performance and obligations of Contractor hereunder shall be termed the "Work", which shall include the following:

(a) **Acceptance by Contractor** Contractor shall accept for disposal, at its Bloomington Transfer Station all Refuse, as defined by the Bloomington City Code and the Normal Town Code (as appropriate) (the "Refuse"), collected by the City, its agents and employees for the consideration hereinafter set forth which the City shall transport to the Bloomington Transfer Station subject to the exceptions set forth hereafter. The Refuse may include solid waste collected from City-owned buildings, public litter receptacles, and all other items of whatsoever kind or nature except hazardous wastes as defined by Federal law, special wastes as defined by the State of Illinois, white goods, tires, landscape waste, lead/acid batteries, asbestos containing materials, or any other materials which at this time or in the future may not be disposed in transfer stations or sanitary landfills pursuant to Federal or State statutes, rules or regulations. Contractor retains the right to refuse or reject after acceptance any loads containing any materials described above.

FILE 1-3
Solid Waste Disposal Contract 1998-2000

(b) **Compliance with Laws** Contractor shall, during the term of this Agreement, or any extensions or renewals thereof, fully comply with all Federal, State and local laws, statues, ordinances, rules and regulations which in any manner control, affect or relate to the Work or the ownership, operation and/or maintenance of a transfer station in the State of Illinois, its operating permit, and the performances, obligations, operations or conduct of the Work hereunder, including all laws, statutes, ordinances, rules and regulations which are subsequently enacted. City shall have the right to request and receive verification from Contractor of its compliance with the provisions of this paragraph, to the extent Contractor is reasonably able to provide such verification.

(c) **Permits and Licenses** Contractor shall obtain and maintain all permits, licenses and approvals required by any regulatory or statutory authority which are necessary for it to fully perform the Work, including those required to own, operate and/or maintain the Bloomington Transfer Station.

(d) **Operating Times** Contractor shall accept Refuse from the City at the Bloomington Transfer Station between 7:00 a.m. and 3:30 p.m. Monday through Friday, and between 7:30 a.m. and 11:30 a.m. on Saturdays. The parties acknowledge that the following days are holidays for employees of the Bloomington Transfer Station:

- New Year's Day
- Memorial Day
- July 4th
- Labor Day
- Thanksgiving Day
- Christmas Day

(e) **Emergency Use of Landfill** In the event that due to an emergency situation (for example, destruction of the Bloomington Transfer Station due to fire, tornado or act of God) the Contractor is unable to process Refuse at the Bloomington Transfer Station, Contractor will accept Refuse at its McLean County Landfill ("Landfill") for the duration of such emergency situation, provided that the Contractor at such time is operating the Landfill and the Landfill is allowed to accept the Refuse in accordance with its permit and with all applicable laws and regulations. If Refuse is delivered to the Landfill, City will pay the same Rate as it would pay at such time for disposal at the Bloomington Transfer Station.

(f) **Continued Operation** During the entire term of this Agreement, Contractor will maintain a transfer station either at its present location, or in the City of Bloomington, or in the Town of Normal.

(g) **Indemnification** Contractor agrees to indemnify and hold the City harmless from and against any loss, damage, or claim (including reasonable attorneys fees) resulting from or arising out of the negligent acts or omissions of Contractor in the performance of its obligations under this Agreement.

2. **Performance by the City.**

(a) **Delivery by City** City will deliver for disposal at the Bloomington Transfer Station all Refuse collected by the City, its agents and employees during the term of this Agreement.

(b) **Permits and Licenses** City shall obtain and maintain all permits, licenses and approvals required by any regulatory or statutory authority necessary for it to transport Refuse to Contractor, and will comply with the provisions contained within Contractor's operating permit and all reasonable rules and regulations promulgated by Contractor relating to receipt and disposal of Refuse.

(c) **Compliance with Rules** City drivers will obey posted speed and traffic control signs. Refuse will be disposed of at the location and in the manner directed by the Contractor's managers or its supervisors.

(d) **Indemnification** City agrees to indemnify and hold the Contractor harmless from and against any loss, damage, or claim (including reasonable attorneys fees) resulting from or arising out of the negligent acts or omissions of City in the performance of its obligations under this Agreement.

3. **Assignment.** In the event that the City discontinues using its own employees to collect the City's Refuse and contracts for all such work with a third party, including the issuance of any franchise therefor, then the City shall assign this Agreement to such contractor or franchisee and shall require such contractor or franchisee to comply with all obligations contained in this Agreement during the remaining term thereof. In such event Contractor shall charge the City for all Refuse delivered by such contractor or franchisee at the same rates as set forth herein. Any such assignment shall not be deemed to be a cause to terminate this Agreement.

4. Term.

(a) This Agreement shall be for an initial period of ten (10) years, commencing on March 1, 1998, and will be automatically renewed for additional periods of one (1) year each unless either party gives ninety (90) days written notice to the other prior to the expiration date of the original term or any renewal period. All terms, conditions, covenants and agreements set forth herein shall be applicable to any extension or renewal of this Agreement, except that the parties will negotiate in good faith mutually acceptable rates to be paid by the City during any renewal periods.

(b) This Agreement shall be subject to cancellation in the event either party is guilty of a material breach of this Agreement; provided, however, that the Agreement may not be cancelled if the breaching party cures the breach within ten days of receipt of written notice from the other party; provided further, if the breach is of such a nature that it is impossible to cure within such ten day period, the Agreement may not be cancelled so long as the breaching party continues to diligently pursue a cure, unless such breach relates to the inability of Contractor to accept Refuse at the Bloomington Transfer Station as a result of the cancellation or suspension of its permit by the Illinois Environmental Protection Agency.

5. Compensation.

(a) In consideration for the Work, the City agrees to pay Contractor the appropriate rate set forth in Exhibit A, which is attached to and incorporated into this Agreement (the "Rate") for each ton of Refuse delivered to the Bloomington Transfer Station. The Rate shall apply regardless of whether the Refuse delivered by the City to Contractor is loose or compacted. City agrees that any delivery of Refuse by City to Contractor shall be deemed to be at least one (1) ton per vehicle.

(b) Whenever the Bloomington Transfer Station remains open past closing time solely because of a request of the City, the City shall pay Contractor a rate of \$60.00 per hour for any actual time the facility remains open; provided, however, that this charge shall not be applied if the reason the City requested the facility to remain open was to dispose of refuse resulting from fires, floods, explosion, accidents, weather or Acts of God.

(c) At no time during the term of this Agreement, including any renewal term, shall any fine or penalty entered against Contractor for any breach or violation of any Federal, State or local law, statute, ordinance, rule or regulation, be passed through to the City.

(d) Contractor shall invoice the City, on a semi-monthly basis, for the total quantity of refuse delivered to the facilities covered by this Agreement.

(e) All invoices sent to the City by Contractor shall be paid within thirty (30) days after receipt, provided, however, in the event of any dispute as to any invoice, the City will pay the amount that is not in dispute, and will undertake discussions and negotiation with Contractor to resolve any discrepancy or dispute in any invoice, and shall, upon resolution of any discrepancy or dispute, pay said agreed upon amount as soon as reasonably possible. In order to enable the parties to reach a resolution of any discrepancy or dispute, Contractor shall maintain records indicating, in sufficient detail, dates, truck numbers, amounts, tonnages, etc. included in each invoice and shall make available such records to the City in the event of any discrepancy or dispute concerning any invoice.

6. Specific Performance. The parties hereto agree that substitute performance of the Work will be difficult or impossible to obtain without undue hardship or extreme expense to either party, and in the event Contractor or City fails or refuses to perform the Work hereunder, the parties hereto agree that the other party has an inadequate remedy at law. Therefore, Contractor or City may be compelled to specifically perform the Work under this Agreement.

7. Independent Contractor. It is understood and agreed that Contractor is an independent contractor.

8. Insurance. The parties shall maintain in full force and effect throughout the term of this Agreement the following types of insurance in at least the limits specified below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
General Liability	\$1,000,000 combined single limit
Automobile Liability	\$1,000,000 combined single limit
Environmental Liability for Third-Party Bodily Injury or Property Damage Arising from Contractor's Cargo Due to Upset, Overturn, or Damage to Vehicle	\$1,000,000

The parties shall provide one another with a certificate of insurance and shall keep this insurance in effect during the term of this Agreement; provided, in the event City uses its governmental

powers to enter into a pooled insurance arrangement or self-funded insurance arrangement, such arrangement shall be deemed to be in compliance with the requirements of this section.

9. **Equal Opportunity.** It is the affirmed policy of the City to encourage utilization of the community's human resources on an equal opportunity basis. The City requires all contractors and vendors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, sex, ancestry, non-job related handicaps or national origin. To accomplish this result, all contractors doing or proposing to do business with the City will be required to submit on request an acceptable written affirmative action plan for the utilization of all available workers on an equal opportunity basis. Contractor hereby agrees, as a material part of the Agreement, to comply with the City of Bloomington Contract Compliance Program, Section I, Paragraph (3), titled "Equal Employment Opportunity".

10. **Entire Agreement.** This Agreement contains all of the agreements and conditions made between the parties hereto, and may not be modified orally or in any other manner than by an agreement in writing signed by all the parties hereto or their respective successors in interest.

11. **Notices.** All notices to be given hereunder by either party shall be in writing and given by personal delivery or certified mail to the parties at the addresses as hereinafter set forth. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon receipt or personal delivery, whichever is applicable.

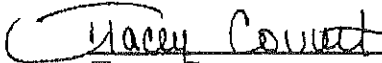
12. **Governing Law.** This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Illinois.

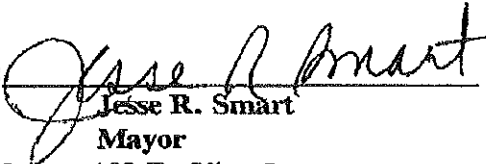
13. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of all successors and assigns of Contractor and City.

EXECUTED this 24th day of February, 1997.

ATTEST:

CITY OF BLOOMINGTON, ILLINOIS
a Municipal Corporation

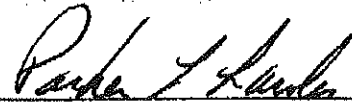

Tracy Covert
City Clerk

By: 
Jesse R. Smart
Mayor
Address: 109 E. Olive Street
Bloomington, Illinois 61702

ATTEST:

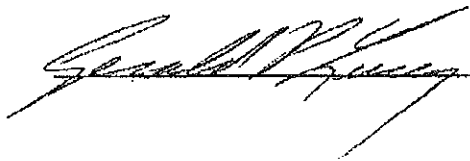
TOWN OF NORMAL, ILLINOIS
a Municipal Corporation

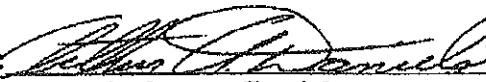

Marianne Edwards
City Clerk

By: 
Parker L. Lawlis
Mayor pro tem
Address: 100 East Phoenix
Normal, Illinois 61764

ATTEST:

JOHN SEXTON CONTRACTORS CO.



By: 
Arthur A. Daniels
President
Address: 1815 S. Wolf Road
Hillside, Illinois 60162

h:\agreements\wedist

EXHIBIT A

Rate per Ton*

March 1, 1998 - February 28, 1999 = \$26.30

March 1, 1999 - February 29, 2000 = \$27.09

March 1, 2000 - February 28, 2001 = \$27.90

March 1, 2001 - February 28, 2002 = \$28.74

March 1, 2002 - February 28, 2003 = \$29.60

March 1, 2003 - February 29, 2004 = \$30.49

March 1, 2004 - February 28, 2005 = \$31.40

March 1, 2005 - February 28, 2006 = \$32.35

March 1, 2006 - February 28, 2007 = \$33.32

March 1, 2007 - February 29, 2008 = \$34.32

* 1 Ton Minimum Load



FOR COUNCIL: February 25, 2013

SUBJECT: Application of PATH for a fundraiser to be held on April 5, 2012 from 4:00 p.m. until 12 a.m., (midnight), at the Bloomington Center for the Performing Arts, located at 600 N. East St., for a Limited Alcoholic Liquor License, Class LA, which will allow the selling and serving of all types of alcohol by the glass for consumption on the premise

RECOMMENDATION/MOTION: That a LA liquor license for PATH for a fundraiser to be held on March 21, 2013, from 4:00 p.m. until 12 a.m., (midnight), at the Bloomington Center for the Performing Arts, (BCPA), located at 600 N. East St., be created, contingent upon compliance with all applicable health and safety codes.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 5.d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: The Bloomington Liquor Commissioner Stephen Stockton called the Liquor Hearing to hear the application of PATH for a Limited Alcoholic Liquor License, Class LA, which will allow the selling and serving of all types of alcohol by the glass for consumption on the premise. Present at the hearing were Liquor Commissioner Steven Stockton; Tracey Covert, City Clerk; and Karen Zangerle, PATH's Executive Director and Applicant representative.

Commissioner Stockton questioned the purpose of this application. Karen Zangerle, PATH's Director and Applicant representative, began by informing the Commission that this application was for a fundraiser for PATH to be held at the BCPA on Thursday, March 21, 2013 from 4:00 p.m. to 12 a.m. (midnight). This request was for a Limited License for a nonprofit corporation.

Commissioner Stockton questioned if there were any changes from last year. She informed the Commission that this would be the fifth (5th) year for Chef for PATH Gala.

Last year, PATH applied for and was granted an LA liquor license for this event. Ticket sales would be limited to 264. This was an increase of fourteen (14) tickets. She believed that the event would sell out this year. Ticket sales commenced on February 18, 2013. Ticket price was \$65. There will be five (5) chef stations. The following five (5) restaurants and their chefs were confirmed: Station 220, Swingers Grille, Biaggi's, Baxter's and Parke Hotel. Each will prepare 264 servings. The dessert provider would be Bloomington High School's Culinary Arts classes. The top two (2) chefs, (determined by vote), will have a live cook off.

Last year's event raised \$38,000. The event included a live and silent auction. Chefs for PATH came about as a Leadership McLean County small group project.

Commissioner Stockton questioned liquor sales. Ms. Zangerle noted that there would be two (2) bars. The bartenders offered their services at no charge. Identification would be requested. The

cash bar would offer specialty beer, wine and high end liquor. This year, the specialty drinks would be the PATHtini and the Crisiscall.

The ticket price attracted an older crowd. This year in keeping with last year's event, attendees had the ability to order a bottle of wine in advance of the event.

Attendees would be greeted by a maitre d. A hostess would escort the guests to their table and present the beverage list. PATH would be a restaurant for one night. There would be sixty (60) volunteers plus PATH staff on hand to man the event.

Commissioner Stockton did not see any problems with this event.

Commissioner Stockton recommended that an LA liquor license be created for PATH for a fundraiser to be held on March 21, 2013 from 4:00 p.m. - 12:00 a.m. (midnight) at the BCPA, located at 600 N. East St.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Notice of the Liquor Hearing was placed in the press boxes at City Hall.

FINANCIAL IMPACT: None.

Respectfully,

Stephen F. Stockton
Chairman of Liquor Commission

Motion: _____ Seconded by: _____

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



FOR COUNCIL: February 25, 2013

SUBJECT: Lake Bloomington Lease Transfer Petition for Lots 6 & 7, Block 2 of Camp Kickapoo from William R. and Mary E. Masters to Jeffrey A. and Diana L. Lowe

RECOMMENDATION/MOTION: That the Lake Lease be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1: Value for your tax dollars and fees.

STRATEGIC PLAN SIGNIFICANCE: Objective 1: Budget with adequate resources to support defined services and level of services.

BACKGROUND: Staff has reviewed the Lake Bloomington Lease Transfer Petition for Lot 1, Block 28 in Camp Potawatomie from Joseph and Shirley Eible to Joan Quinn. The sewage disposal system inspection was completed in late January of 2013 and the septic system was functioning properly at that time. The age of the sewage disposal system is unknown. The McLean County Health Department estimates sewage disposal systems have an average life span of approximately 20-25 years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: There were no Community Groups contacted for this petition as it is a routine matter.

FINANCIAL IMPACT: This petition will have a positive financial impact since the current lease uses the old formula, (\$0.15 per \$100 of Equalized Assessed Value) to determine the Lake Lease Fee. With this lake lease transfer, the lake lease formula will be \$0.40 per \$100 of Equalized Assessed Value and will generate about \$425 per year in lease income. This lake lease income will be posted to Lake Lease revenue account 50100140-57590.

Respectfully submitted for Council consideration.

Prepared by: Craig M. Cummings, Water Department Director

Reviewed by: Barbara J. Adkins, Deputy City Manager

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

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition
Attachment 2. Lake Lease
Attachment 3. Map

Motion: _____ Seconded by: _____

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

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:

Lot 1 Block 28 of Camp Potowatome

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the Lease on the above property:

From: SHIRLEY & JOSEPH EIBLE (Sellers Name)

To: JOAN QUINN (Buyers Name)

Shirley J. Eible
Joseph B. Eible (Signatures of Seller)

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:

Now comes Joan Quinn (Buyer) and respectfully shows that He/She/They became the purchaser of all right, title and interest of Shirley & Joseph Eible (Seller) In and

to the Lease made on the (Date) _____ upon the above property, all located in McLean County, Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto belonging, and that the said (Seller)

Shirley & Joseph Eible has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said written consent.

Respectfully submitted,

Joan Quinn

(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 1 BLOCK 28 CAMP Potowatome, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, title and interest of (seller) Shirley & Joseph Eible in and to the premises known as Lot 1 Block 28 in Camp Potowatome, McLean County, Illinois and to the leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____,

Mayor

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____,

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and

Joan Quinn

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of Hudson, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 1 in Block 28 in Camp Potowatomie according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (~~cross out the one that does not apply~~) (on the date of this Lease) (on January 1 following the date of this Lease) and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100

EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

- 3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$._____) per \$100 EAV.

SELECT THE RENT TO BE PAID BY CORSSING OUT 2 OF THE 3 RENT OPTIONS.

B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.

4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City
City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address
JOAN QUINN
17491 E. 2475 N Rd
Hudson, IL 61748

Lessee Billing Address
JOAN QUINN
1919 CR 400 N.
Congerville, IL 61729

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By: _____
Its Mayor

Attest: _____

City Clerk

2475 North Rd

1750 East Rd

17507

17511

17491

17479

17469

17491 E 2475 North Rd
Lot: 1
Block: 28
Camp: Potawatomie



FOR COUNCIL: February 25, 2013

SUBJECT: Petition from County of McLean requesting approval of a Final Plat for Chamber of Commerce Subdivision, located south of Grove Street, west of Albert Street, and east of East Street

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 3: Strong Neighborhoods, Goal 6: Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Approval of this plat allows the property to become viable to sell and be developed to be used in a beneficial way.

BACKGROUND: This final plat consists of one lot located south of Grove Street, west of Albert Street, and east of East Street. The zoning in this area is B-3 Central Business District. While the petition does not directly request to waive bonds and fees as part of the expedited final plat process, there are no known fees or bonds required. There is no public infrastructure required to serve the lots in this subdivision.

This final plat qualifies for submission under the Expedited Final Plat submission process. An expedited final plat submission waives the requirement for preliminary plan, submission, review, and approval. The process is detailed in Chapter 24, section 3.5.6.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: County of McLean

FINANCIAL IMPACT: All survey and plat costs are paid by County of McLean

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Kevin Kothe, City Engineer

Reviewed by: Tracey Covert, City Clerk

Reviewed by: Barbara J. Adkins, Deputy City Manager

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
 Attachment 2. Tap on Fees
 Attachment 3. Map

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
) ss.
County of McLean)

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

Now comes the County of McLean, a body politic hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as the Chamber of Commerce Subdivision.
3. That your petitioner also seeks approval of the following exemption or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: Waiver of preliminary plan, submission, review and approval per Chapter 24 § 3.5.6.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Chamber of Commerce subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

County of McLean

By: William R. Wasson
Its: County Administrator

ORDINANCE NO. 2013 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE CHAMBER OF
COMMERCE SUBDIVISION**

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

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: Waiver of preliminary plan, submission, review and approval per Chapter 24 § 3.5.6.

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

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

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

1. That the Final Plat of the Chamber of Commerce Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.

2. That this Ordinance shall be in full force and effective as of the time of its passage this 25th day of February, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

A part of Lots 5 and 6 in the Subdivision of the Southwest Quarter Section 4, Township 23 North, Range 2 East of the Third Principal Meridian in McLean County, Illinois, more particularly described as follows: Beginning at the southwest Corner of said Lot 6, thence east 95.08 feet along the south line of said Lot 6 and 5 to the Southwest Corner of said Lot 5, thence North 112.66 feet along the east line of said Lot 5, thence west 95.95 feet to a point on the west line of Lot 6, said point being 112.77 feet north of the Southwest Corner thereof, thence south 112.77 feet along the west line of said Lot 6 to the point of Beginning.



MEMORANDUM

February 18, 2013
TO: Tracey Covert, City Clerk
FROM: Tony Meizelis, Public Works
RE: Performance Guarantees and Tap-On Fees
Chamber of Commerce Subdivision

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **Chamber of Commerce Subdivision** to be approved by City Council on February 25, 2013.

A: The following Performance Guarantee is required:

No additional public improvements are proposed for this Subdivision. Therefore, no performance guarantee is required.

B: Tap-On Fees:

There are no required tap on fees for this subdivision.

cc: Patti-Lynn Silva
Tim Ervin
Jim Karch
Kevin Kothe
file

Chamber of Commerce Subdivision



DATE 02/11/2013
Public Works Department

Legend

- Proposed Addition
- Existing Streets
- Planned Streets
- Parcels

Chamber of Commerce Subdivision





FOR COUNCIL: February 25, 2013

SUBJECT: Petition from James A. Shirk and Beer Nuts, Inc. requesting approval of a Final Plat for Foundry Subdivision, located south of Washington Street and west of McClun Street

RECOMMENDATION/MOTION: That the Final Plat is approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 3: Strong Neighborhoods, Goal 4: Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE: Approval of this plat allows the property to become viable to sell and be developed to be used in a beneficial way. This development will be situated next to Constitution Trail, making this a good location for trail-related businesses (bike shops, etc.)

BACKGROUND: This final plat consists of two lots located south of Washington Street and east of McClun Street, and west of the Constitution Trail. The zoning in this area is B-1, Highway Business District. The subject property is being subdivided in preparation for development on Lot 1 that is to be named The Foundry. As there is no public infrastructure required to serve the lots in this final plat, the only fee due is a fee in lieu of parkland dedication in the amount of \$32,947.

This final plat qualifies for submission under the Expedited Final Plat submission process. An expedited final plat submission waives the requirement for preliminary plan, submission, review, and approval. The process is detailed in Chapter 24, section 3.5.6.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: James A. Shirk and Beer Nuts, Inc.

FINANCIAL IMPACT: All survey and plat costs are paid by James A. Shirk and Beer Nuts, Inc. Fee in lieu of parkland dedication shall be paid by the petitioner prior to releasing the final plat for recording.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Tracey Covert, City Clerk

Reviewed by: Barbara J. Adkins, Deputy City Manager

Finance review by: Timothy L. Ervin, Budget Officer

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. Tap on memo
Attachment 3. Park Dedication Funds
Attachment 4. Map

Motion: _____ Seconded by: _____

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

ORDINANCE NO. 2013 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
FOUNDRY SUBDIVISION**

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

WHEREAS, said Petition requests approval pursuant to the Expedited Final Plat process; and

WHEREAS, the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: None; and

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

WHEREFORE, approval of the Final Plat under the Expedited Final Plat process is reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Foundry Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.

2. That this Ordinance shall be in full force and effective as of the time of its passage this 25th day of February, 2013.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A
DESCRIPTION OF PROPERTY

Tract 1:

A part of Lots 4 and 5 in the Subdivision of the South Half of Section 3 and a part of the Southwest Quarter of Section 3, all being in Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of said Lot 4, said corner being a point on the original East Right-of-Way Line of the Illinois Central Railroad. From said Point of Beginning, thence west 94.66 feet along the Westerly Extension of the North Line of said Lot 4; thence south 412.24 feet along a line lying along the Easterly side of a North-South concrete pavement and said line forms an angle to the right of $88^{\circ}-34'-37''$ with the last described course to a point lying 154 feet north of the North Line of Grove Street in the City of Bloomington; thence east 76.20 feet along a line parallel with said North Line and which line forms an angle to the right of $91^{\circ}-21'-22''$ with the last described course to a point lying 176 feet east of the centerline of the main track (now gone) of said Illinois Central Railroad; thence South 154.00 feet along a line which forms an angle to the right of $268^{\circ}-37'-01''$ with the last described course to the North Line of said Grove Street; thence east 26.20 feet along said North Line which forms an angle to the right of $91^{\circ}-22'-59''$ with the last described course to the Southwest Corner of said Lot 5; thence north 126.17 feet along the West Line of said Lot 5 being said original East Right-of-Way Line and said West Line forms an angle to the right of $87^{\circ}-51'-12''$ with the last described course; thence east 239.87 feet along a line which forms an angle to the right of $271^{\circ}-55'-42''$ with the last described course to a point on the East Line of said Lot 5 lying 127.00 feet north of the Southeast Corner thereof; thence north 196.36 feet along said East Line and the East Line of said Lot 4 which form an angle to the right of $90^{\circ}-29'-07''$ with the last described course to a point lying 242.31 feet south of the Northeast Corner of said Lot 4; thence west 248.14 feet along a line which forms an angle to the right of $89^{\circ}-30'-53''$ with the last described course to a point on the West Line of said Lot 4 lying 243.72 feet South of the Point of Beginning; thence north 243.72 feet along said West Line which forms an angle to the right of $268^{\circ}-04'-18''$ with the last described course to the Point of Beginning, McLean County, Illinois.

Tract 3:

A part of Lots 4 in the Subdivision of the South Half of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at a point on the East Line of said Lot 4 lying 242.31 feet south of the Northeast Corner thereof. From said Point of Beginning, thence north 242.31 feet along said East Line to said Northeast Corner; thence west 258.40 feet along the North Line of said Lot 4 which forms an angle to the right of $89^{\circ}-48'-00''$ with the last described course to the Northwest Corner thereof, said Northwest Corner being a point on the original East Right-of-Way Line of the Illinois Central Railroad; thence south 243.72 feet along the West Line of said Lot 4 being said East Right-of-Way Line which forms an angle to the right of $87^{\circ}-47'-11''$ with the last described course; thence east 248.14 feet along a line which forms an angle to the right of $91^{\circ}-55'-42''$ with the last described course to the Point of Beginning, McLean County, Illinois.

Tract 4:

The Westerly part of the following 2 parcels, being the Westerly 80.54 feet along the South line of Washington Street and the Westerly 74.8 feet along the South line of Tract No. 4:

Parcel 1:

A parcel of land located in the Southwest 1/4 of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, Bloomington, Illinois, more particularly described as follows: Beginning at the point of intersection of the North Line of Grove Street and the West line of Lot 5 in the Subdivision of the South Half of said Section 3, said point also being 200.2 feet easterly of the centerline of the main track of the Illinois Central Railroad Company as measured along the North Line of Grove Street; thence Northerly along the West Line of said Lot 5 and the West Line of Lot 4 in the Subdivision of the South Half of said Section 3 a distance of 293.10 feet; thence Westerly and parallel to the South Line of Washington Street a distance of 98.65 feet to the east edge of the most easterly curb of a North-South concrete pavement; thence Northerly along said easterly edge a distance of 154 feet to a point that is 96.47 feet westerly of the West Line of said Lot 4 and 119.23 feet southerly of the South Line of Washington Street; thence westerly parallel to the South line of Washington Street a distance of 78.66 feet to a point 25 feet easterly of the centerline of Grantor's main track; thence southerly 25 feet easterly of and parallel to said centerline of the main track a distance of 293.10 feet to a point, said point being 154 feet northerly of the North Line of Grove Street; thence easterly 154 feet northerly of and parallel to the North Line of Grove Street a distance of 151 feet; thence

southerly a distance of 154 feet to a point on the North Line of Grove Street, 174 feet easterly of the centerline of Grantor's main track as measured along said North line; thence easterly along said North Line of Grove Street 26.2 feet to the point of beginning, in McLean County, Illinois.

Parcel 2:

A part of the Southwest 1/4 of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, described as follows:

Beginning at the Northwest corner of Lot 4 in the Subdivision of the South Half of Section 3, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois and which point is also on the South Line of Washington Street. From said Point of Beginning, thence South 273.23 feet along the West Line of said Lot 4; thence West 98.65 feet parallel with the South Line of Washington Street to a point on the East edge of the easternmost curb of a north-south concrete pavement; thence north 154 feet along the said east edge to a point which is 96.47 feet west of the West line of said Lot 4 and which point is also 119.23 feet south of the South Line of Washington Street; thence West 78.66 feet parallel with the South Line of Washington Street to a point which is 25 feet east of the centerline of the main track of the Illinois Central Railroad; thence North 119.23 feet parallel with said Centerline to a point on the South Line of Washington Street, said point being 175.2 feet west of the Point of Beginning; thence east 175.2 feet along the South Line of Washington Street to the point of beginning, in McLean County, Illinois.



MEMORANDUM

February 18, 2013
 TO: Tracey Covert, City Clerk
 FROM: Tony Meizelis, Public Works
 RE: Performance Guarantees and Tap-On Fees
 Foundry Subdivision

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **The Foundry Subdivision** to be approved by City Council on February 25, 2013.

A: The following Performance Guarantee is required:

No additional public improvements are proposed for this Subdivision. Therefore, no performance guarantee is required.

B: Tap-On Fees:

The following tap-on fees are due for this Subdivision:

		<i><u>Code</u></i>	<i><u>Principal</u></i>	<i><u>Interest</u></i>	<i><u>Total</u></i>
1	Parkland Dedication	70300-57320	\$32,947.00	\$0.00	\$0.00
	Total		\$32,947.00	\$0.00	\$32,947.00

Dwelling units (DU): 32
 Fair Market Value of Land (FMV): \$44,000/acre

1) \$1,029.60/DU: \$1,029.60/DU: [2.34 pop./DU * (10ac/1000 pop.) * FMV]

cc: Patti-Lynn Silva
 Tim Ervin
 Jim Karch
 Kevin Kothe
 file

Foundry park dedication figures





PARK DEDICATION FORMULA					
STANDARD					
10	Acres per	1000	persons =	0.01	Acres per person
	43,560	X	Acres per person =	435.6	Sq Ft per person
	Avg # Persons	Acres per	Sq Ft per		
Single Family	per Household	Person	Dwelling		
R-1A	2.34	435.6	1,019.30		
R-1B	2.34	435.6	1,019.30		
R-1C	2.34	435.6	1,019.30		
R-1H	2.34	435.6	1,019.30		
R-4	2.34	435.6	1,019.30		
R-2	2.34	435.6	1,019.30		
R-3A	2.34	435.6	1,019.30		
R-3B	2.34	435.6	1,019.30		
Formula for Park Land Dedication			Formula for \$ in Lieu of Land Dedication		
# Units	32		# Units	32	
Sq Ft/Dwelling	1,019.30		Sq Ft/Dwelling	1,019.30	
Sq Ft	32,618		Sq Ft	32,618	
Sq Ft/Acre	43,560		Sq Ft/Acre	43,560	
Ac Dedicated	0.75		Ac Dedicated	0.75	
			Land Cost	\$44,000	
Cost per Lot	\$1,030		Total \$ In Lieu	\$32,947	

Foundry Subdivision



DATE 02/11/2013
Public Works Department

Legend

-  Proposed Addition
-  Existing Streets
-  Planned Streets
-  Parcels

Foundry Subdivision

Washington St

Davis Ave

Mcclun St

Front St





FOR COUNCIL: February 25, 2013

SUBJECT: Petition Tiehack Development, Inc. requesting approval of a Final Plat for The Villas at Spring Ridge Fourteenth Addition, located west of Hershey Road and north of General Electric Road

RECOMMENDATION/MOTION: That the Final Plat be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 3: Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: Approval of this plat allows for two additional dwellings to be built on what was formerly platted as an outlet.

BACKGROUND: This final plat consists of two lots and one outlet located west of Hershey Street and north of General Electric Road. The zoning in this area is R-2 Mixed Residence District. The subject property is being subdivided to place two residences on it. This final plat qualifies for submission under the Expedited Final Plat submission process.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Tiehack Development, Inc.

FINANCIAL IMPACT: All survey and plat costs paid by Tiehack Development Inc.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, Director of Public Works

Reviewed by: Tracey Covert, City Clerk

Reviewed by: Barbara J. Adkins, Deputy City Manager

Finance review by: Timothy L. Ervin, Budget Officer

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance, Legal Description
Attachment 2. Tap on Fees Memo
Attachment 3. Map

Motion: _____ Seconded by: _____

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

PETITION FOR APPROVAL OF AN EXPEDIATED FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now comes **Tiehack Development, Inc., an Illinois corporation**, hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

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

WHEREFORE, your petitioner respectfully prays that said Expedited Final Plat for the **The Villas at Spring Ridge Fourteenth Addition** subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

TIEHACK DEVELOPMENT, INC.,
An Illinois corporation,

By: James A. Shirk, Its President

ORDINANCE NO. 2013 - _____

**AN ORDINANCE APPROVING THE EXPEDIATED FINAL PLAT OF THE
VILLAS AT SPRING RIDGE FOURTEENTH ADDITION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Expedited Final Plat of The Villas at Spring Ridge Fourteenth Addition, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

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

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

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

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

1. That the Expedited Final Plat of The Villas at Spring Ridge Fourteenth Addition and any and all requested exemptions and/or variations be, and the same is hereby approved.

2. That this Ordinance shall be in full force and effective as of the time of its passage this 25th day of February, 2013.

APPROVED:

Stephen F. Stockton
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A
Legal description

Lot 503 in The Villas at Spring Ridge Phase I First Addition in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2000-22184 in the McLean County Recorder's Office.

Parcel No. 14-25-353-001

MEMORANDUM

February 15, 2013
TO: Tracey Covert, City Clerk
FROM: Tony Meizelis, Public Works
RE: Performance Guarantees and Tap-On Fees
 The Villas at Spring Ridge Fourteenth Addition

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **The Villas at Spring Ridge Fourteenth Addition** to be approved by City Council on February 25, 2013.

A: The following Performance Guarantee is required:

Bonding for the public improvements in this subdivision was previously provided. No additional public improvements are proposed for this Thirteenth Addition. Therefore, no performance guarantee is required.

B: Tap-On Fees:

The following tap-on fees are due per the annexation agreement:

		<u>Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	Parkland Dedication	70300-57320	\$616.80	\$0.00	\$0.00
	Total		\$616.80	\$0.00	\$616.80

Subdivision Area: .308 acs.
 Dwelling units (DU): 2
 Fair Market Value of Land (FMV): \$18,990/acre

1) \$308.40/DU: \$308.40/DU: [2.32 pop./DU * (7ac/1000 pop.) * FMV]

The tap-on fee for Hershey Road Water Main was paid previously with the platting of Shirk Commercial Subdivision.

Fee in Lieu of Detention paid previously through the plat of The Villas at Spring Ridge Phase I First Addition Subdivision.





cc: Patti-Lynn Silva
 Tim Ervin
 Jim Karch
 Kevin Kothe
 file

Villas at Spring Ridge Fourteenth Addition



DATE 02/15/2013
Public Works Department

Legend

-  Proposed Addition
-  Existing Streets
-  Planned Streets
-  Parcels

Villas at Spring Ridge
Fourteenth Addition

Spring Ridge Cir

General Electric Rd

Hershey Rd

Oakwood Ave





FOR COUNCIL: February 25, 2013

SUBJECT: Public Hearing for Approval and Authorization to submit the Community Development Block Grant Program Year 2013-14 Application and Action Plan, Mayor's Discussion

RECOMMENDATION/MOTION: That the submission of the 2013-14 Action Plan to the Department of Housing and Urban Development be approved, and the Resolution adopted.

STRATEGIC PLAN LINK: 2015 Strategic Plan Goal #3: Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE: The Code Enforcement Division and CDBG funding impacts all of the objectives listed under the Strong Neighborhood Goal. Demolishing vacant deteriorated structures discourages crime and preserves property values. Providing vacant lots for new home construction; funds for housing rehabilitation and transitional housing upgrades quality of older housing stock, preserves properties and encourages partnerships with residents and neighborhood associations. Funding for sidewalk reconstruction improves neighborhood infrastructure.

Additionally – CDBG funds provide new sewer / water services; better quality of roads and sidewalks which all contribute towards the objectives of Goal #2 – Upgrading City Infrastructure.

BACKGROUND: On May 1, 2013, the Community Development Division will begin its Fiscal Year 39 (FY 2013-2014). For the past 38 years, the City of Bloomington has applied for funding under the Federal Community Development Block Grant (CDBG) Program, through the Department of Housing and Urban Development (HUD). Funding for the program is based on the Federal FY 2014 (October 1 – September 30). Since February 13, 2013, a draft of the Action Plan Executive Summary of proposed activities have been available for review and public comment.

HUD requires the jurisdiction to pursue the following overall goals: "develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low- and moderate-income persons." The expenditure of the CDBG funds must meet the needs of the community as identified in the Council and HUD approved 2010-2015 Consolidated Plan. Each entitlement community may choose from a variety of eligible activities to meet the identified needs designated in the Consolidated Plan:

- Acquisition / Disposition of Property
- Public Facilities and Improvements
- Demolition
- Public Services
- Rehabilitation
- Code Enforcement
- Economic Development Activities
- Homeownership Assistance
- Relocation
- Planning and Administration

A summary of the 2013-2014 "listing of activities" as part of the Action Plan (i.e. Budget) for Fiscal Year 39, 2013-2014, is provided for your review. This summary varies slightly from what was proposed and discussed in the October 8, 2012 Council Work Session. Revisions have been highlighted. Also included are maps indicating where division activities have taken place in the last year. Our Low / Moderate Income area encompasses a portion of 5 different ward areas; in addition, projects have taken place in the remaining 4 ward areas due to income eligibility. Division activities impact the City-wide community, not just specific neighborhoods.

Staff recommends that the City Council: (1) approve the attached Resolution authorizing the filing of the Community Development Block Grant Application for 2013-14; and (2) approve the proposed budget and activities listed in the 2013-14 Action Plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Copies of the draft Action Plan Executive Summary and notification of the February 25th Public Hearing were made available for public viewing on the City's web site, at the City Clerk's Office, the Planning and Code Enforcement Office and the Bloomington Public Library.

The public notice and proposed activity list was mailed to over 50 local churches and neighborhood associations located in the Low / Moderate Income areas of the community.

In addition, notification of the availability of the draft Action Plan Executive Summary and February 25th Public Hearing was published in the February 14, 2013 Pantagraph and PATH sent out the notice February 12, 2013 to over 1000 individuals and/or local agencies.

FINANCIAL IMPACT: The City of Bloomington maintains a special revenue fund to account for financial activity with the City's Community Development Program. The City's chart of accounts numbers begin with either 2240 and/or 2250. A delay or lack of Council approval would result in the potential loss of approximately \$600,000 in federal grant funds. These funds are used by community programs within Bloomington which benefits low to moderate income residents and families within the City. Stakeholders may locate a synopsis and outline of this special revenue funds beginning on page #24 within the Proposed FY 2014 Other Funds & Capital Improvement Budget.

Respectfully submitted for Council consideration.

Prepared by: Sharon A. Walker, PACE Division Manager

Reviewed by: Mark R. Huber, PACE Director

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

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

- Attachments:**
- Attachment 1. Proposed Projects – October 2012 (Labrynth)
 - Attachment 2. Proposed Projects – Revised January 2013 (highlighted revisions)
 - Attachment 3. Proposed Projects – Revised January 2013 (final copy sent in mailing)
 - Attachment 4. Maps
 - Attachment 5. Notice
 - Attachment 6. Mailing Lists

Motion: _____ Seconded by: _____

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

RESOLUTION NO. 2013-

**RESOLUTION AUTHORIZING THE FILING OF A COMMUNITY DEVELOPMENT
PROGRAM APPLICATION FOR PROGRAM YEAR THIRTY-NINE (39)
(May 1, 2013-April 30, 2014)**

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program.

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974, regulations.

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

That an application on behalf of the City of Bloomington for a grant under said Title I in the amount of \$556,487 (estimated) as the full amount available for undertaking and financing the thirty-ninth (39th) increment of such program is hereby approved, and

1. The City Manager is hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development; to act as the certifying officer and assure the status of a responsible Federal Official under the National Environmental Protection Act of 1969; to act as the assuring officer for the City of Bloomington that the Local Public Agency shall comply with those items listed on HUD application forms.
2. The Counsel for the Code Enforcement Division is hereby authorized and directed to file legal certification.
3. The Director of Planning and Code Enforcement, Code Enforcement Division, or his designee, is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.
4. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

ADOPTED this 25th day of February, 2013.

Steve Stockton, Mayor

ATTEST:
Tracey Covert, City Clerk

2013-14 PROPOSED CDBG PROJECTS – OCTOBER 2012

Rehabilitation Loans / Grants for Low and Moderate Income Households Including Service Delivery costs <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$160,807
Rehabilitation Grant for WBRP Façade Program Matching funds from PNC – estimate to assist 10 Households <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$ 10,000
Rehabilitation - WBRP Tool Library Grant <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$ 8,000
Demolition of Deteriorated Structures – elimination of slum / blight <i>Objective / Outcome –1. Suitable Living Env. / 3. Sustainable</i>	\$100,000
Administration and General Management <i>(Allowed up to 20% of grant + program income)</i>	\$ 15,000
Public Services: Homeless Outreach Worker Paid to PATH as part of the Continuum of Care match money <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access.</i>	\$ 14,000
Public Services: Housing and Benefits Specialist for the Homeless Paid to PATH as part of the Continuum of Care match money <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access</i>	\$ 9,680
Public Services: Emergency Services Grant / Hoarding Services Paid to PATH for services to prevent homelessness of low/moderate income individuals, i.e.: housing, utilities, repairs, counseling, etc. <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access</i>	\$ 30,000
Public Services: Peace Meals Senior nutrition program for Bloomington residents <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access</i>	\$ 20,000
Public Services: – Section 3 Job / Life Training Section 3 participation is a HUD requirement <i>Objective / Outcome – 3. Creating Economic Opportunities / 1. Avail- Access.</i>	\$ 10,000
Public Facilities: – Boys and Girls Club Renovations Facility located at 1615 W. Illinois <i>Objective / Outcome – 1. Suitable Living Env. / 3. Sustainable.</i>	\$ 10,000
Public Facilities: - Labyrinth – Transitional Housing for Recently Paroled Women - Construct a 4-5 unit facility at 604 W. Washington <i>Objective / Outcome – 1. Suitable Living Env. / 3. Sustainable</i>	\$ 150,000
Public Facilities: - Habitat Office New Construction Grant to be used towards the construction of a “community room” <i>Objective / Outcome – 1. Suitable Living Env. / 3. Sustainable</i>	\$ 50,000
TOTAL	\$587,487
Proposed Grant:	\$556,487
Projected Program Income:	\$ 31,000
TOTAL:	\$587,487

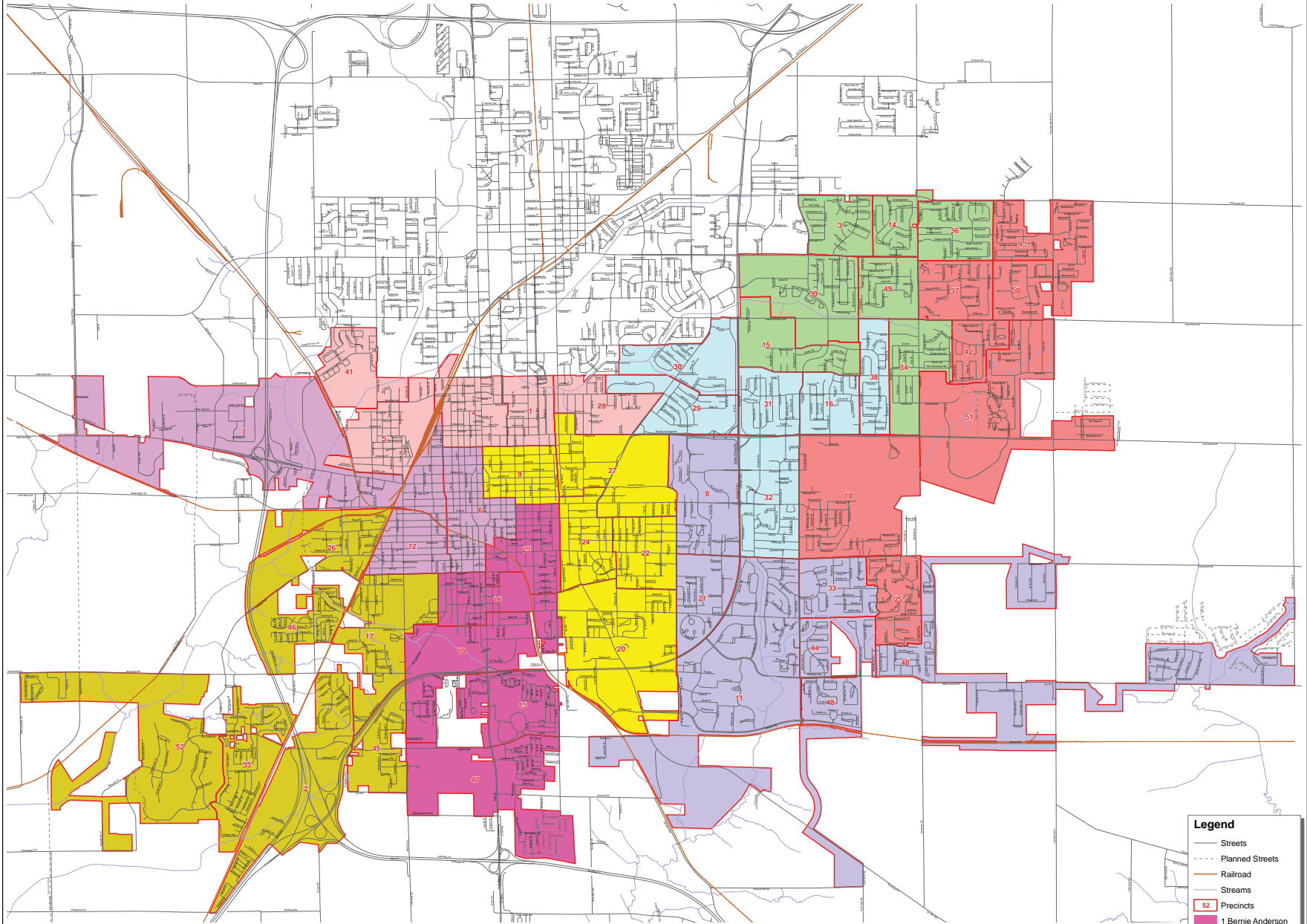
2013-14 PROPOSED CDBG PROJECTS – REVISED JANUARY 2013

Rehabilitation Loans / Grants for Low and Moderate Income Households Including Service Delivery costs <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$190,807
Rehabilitation Grant for WBRP Façade Program Matching funds from PNC – estimate to assist 10 Households <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$ 10,000
Rehabilitation - WBRP Tool Library Grant <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$ 8,000
Demolition of Deteriorated Structures – elimination of slum / blight <i>Objective / Outcome –1. Suitable Living Env. / 3. Sustainable</i>	\$125,000
Administration and General Management <i>(Allowed up to 20% of grant + program income)</i>	\$ 25,000
Public Services: Homeless Outreach Worker Paid to PATH as part of the Continuum of Care match money <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access.</i>	\$ 14,000
Public Services: Housing and Benefits Specialist for the Homeless Paid to PATH as part of the Continuum of Care match money <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access</i>	\$ 9,680
Public Services: Emergency Services Grant / Hoarding Services Paid to PATH for services to prevent homelessness of low/moderate income individuals, i.e.: housing, utilities, repairs, counseling, etc. <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access</i>	\$ 30,000
Public Services: Peace Meals Senior nutrition program for Bloomington residents <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access</i>	\$ 20,000
Public Services: – Section 3 Job / Life Training Section 3 participation is a HUD requirement <i>Objective / Outcome – 3. Creating Economic Opportunities / 1. Avail- Access.</i>	\$ 10,000
Public Facilities: – Boys and Girls Club Renovations Facility located at 1615 W. Illinois <i>Objective / Outcome – 1. Suitable Living Env. / 3. Sustainable.</i>	\$ 20,000
Public Facilities: - Labyrinth – Transitional Housing for Recently Paroled Women – Rehab. existing 6 unit building, 502 N. Oak <i>Objective / Outcome – 1. Suitable Living Env. / 3. Sustainable</i>	\$ 75,000
Infrastructure – Sidewalk replacement in our Low / Mod targeted area <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$ 50,000
TOTAL	\$587,487
Proposed Grant:	\$556,487
Projected Program Income:	\$ 31,000
TOTAL:	\$587,487

2013-14 PROPOSED CDBG PROJECTS – REVISED JANUARY 2013

Rehabilitation Loans / Grants for Low and Moderate Income Households Including Service Delivery costs <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$190,807
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Public Services: Emergency Services Grant / Hoarding Services Paid to PATH for services to prevent homelessness of low/moderate income individuals, i.e.: housing, utilities, repairs, counseling, etc. <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access</i>	\$ 30,000
Public Services: Peace Meals Senior nutrition program for Bloomington residents <i>Objective / Outcome – 1. Suitable Living Env. / 1. Availability-Access</i>	\$ 20,000
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Public Facilities: - Labyrinth – Transitional Housing for Recently Paroled Women – Rehab. existing 6 unit building, 502 N. Oak <i>Objective / Outcome – 1. Suitable Living Env. / 3. Sustainable</i>	\$ 75,000
Infrastructure – Sidewalk replacement in our Low / Mod targeted area <i>Objective / Outcome – 2. Provide Decent Affordable Hsing. /1. Availability</i>	\$ 50,000
TOTAL	\$587,487
Proposed Grant:	\$556,487
Projected Program Income:	\$ 31,000
TOTAL:	\$587,487

Ward and Precinct Map



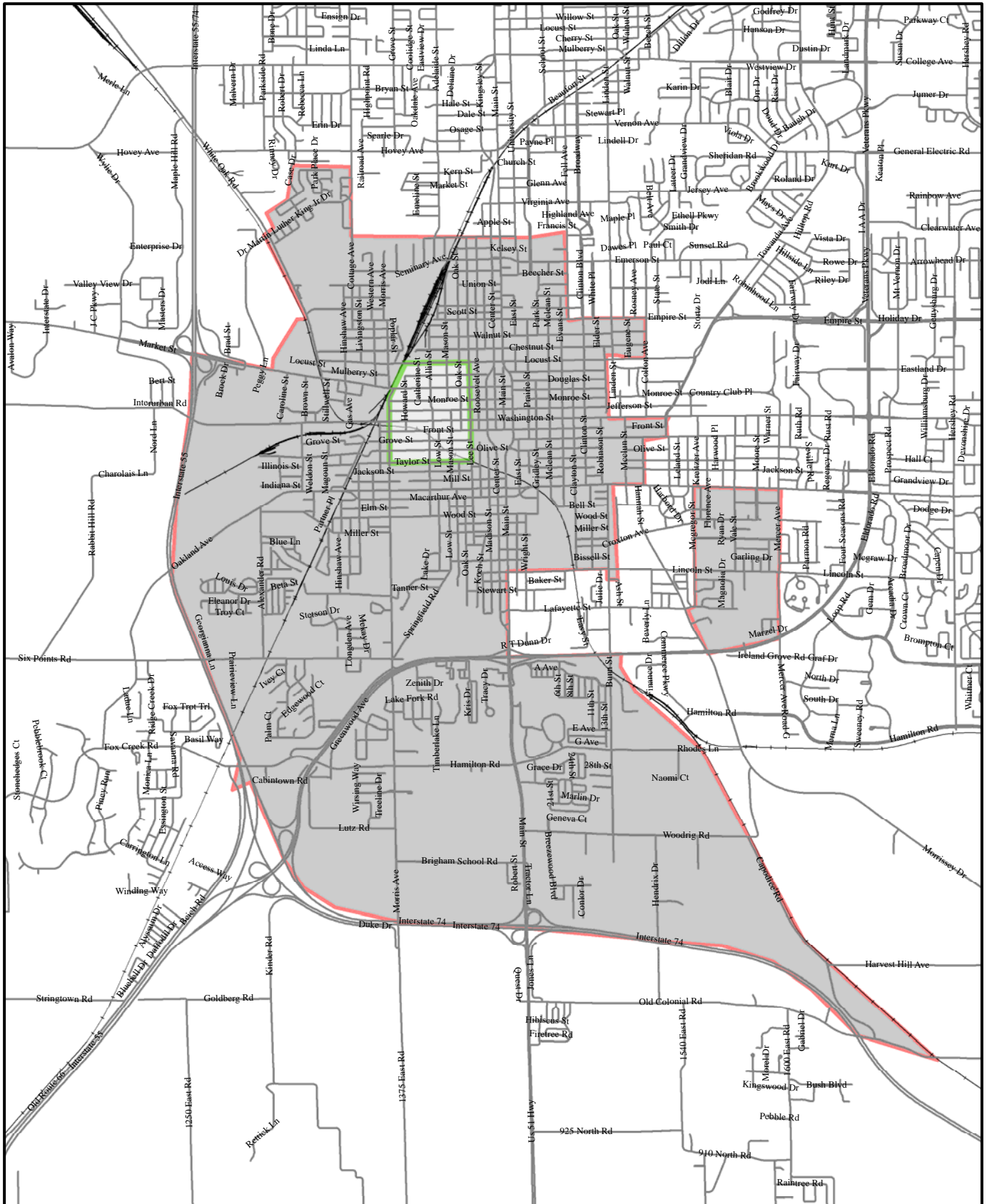
Legend

- Streets
- - - Planned Streets
- Railroad
- Streams
- 52 Precincts
- 1 Bernie Anderson
- 2 David Sage
- 3 Mboka Mwilambwe
- 4 Judith I. Stearns
- 5 Jennifer McDade
- 6 Karen Schmidt
- 7 Steven Purcell
- 8 Rob Fazzini
- 9 Jim Fruin



Approved 05/01/2011
Revised 09/28/2011





Legend

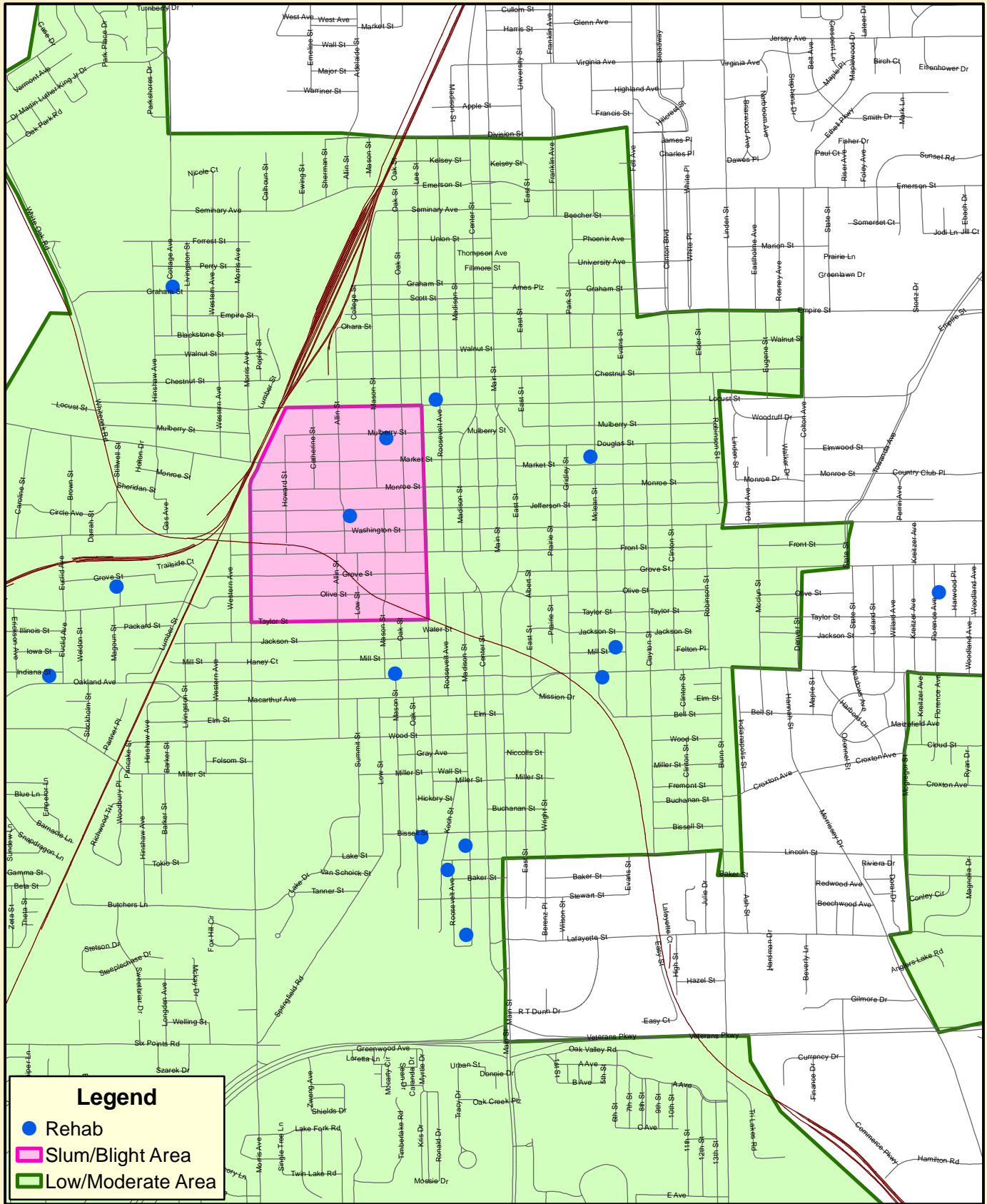
- Slum/Blight Area
- Low/Moderate Boundary

Low/Moderate and Slum/Blight Areas in Bloomington, IL

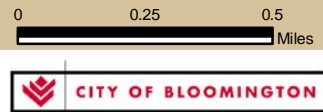
0 0.125 0.25 0.5 0.75 1 Miles

CITY OF BLOOMINGTON

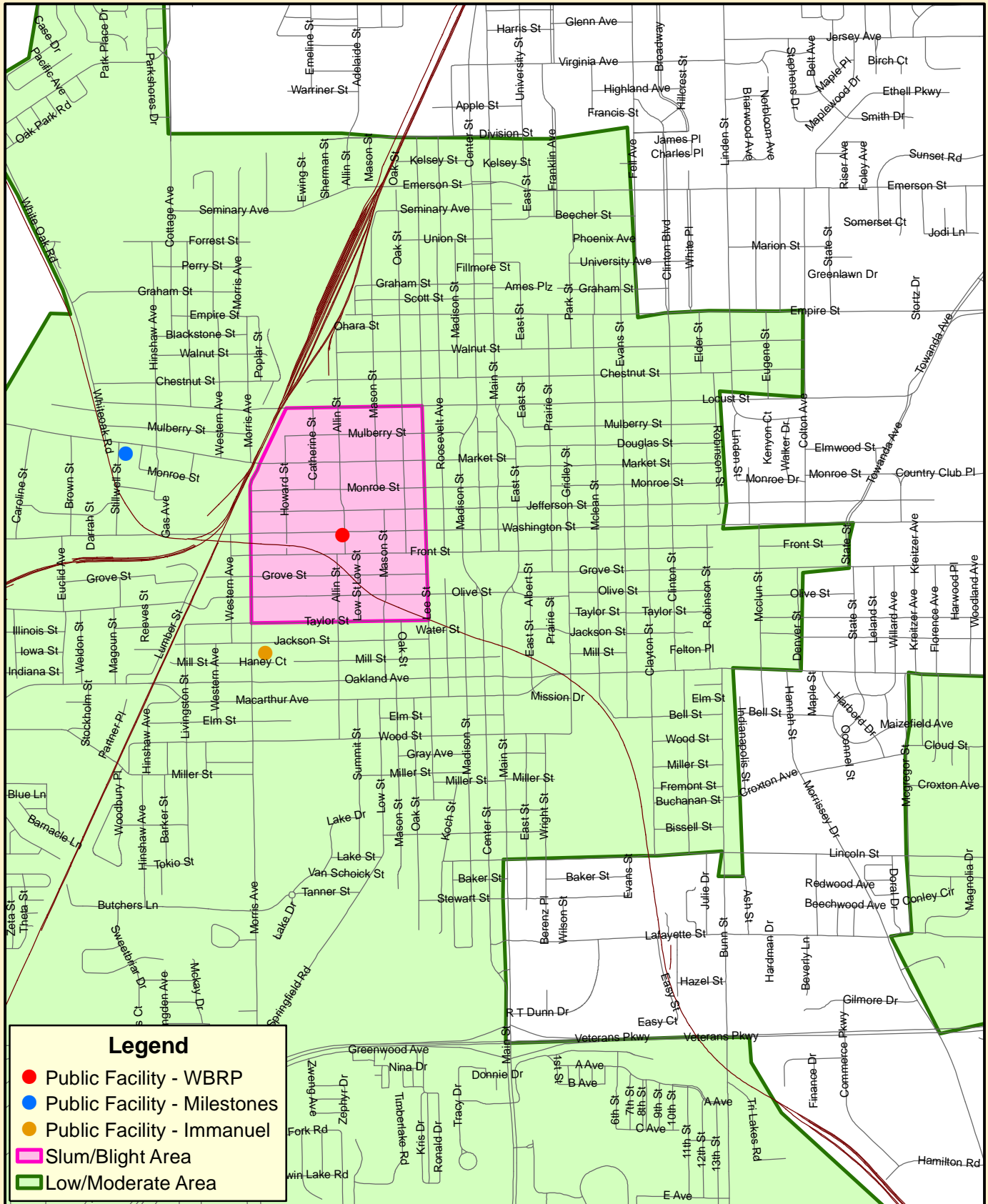
Map Created February 2009



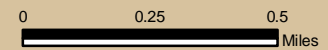
FY37 2011-12 Housing Rehabilitation Projects CDBG Funds



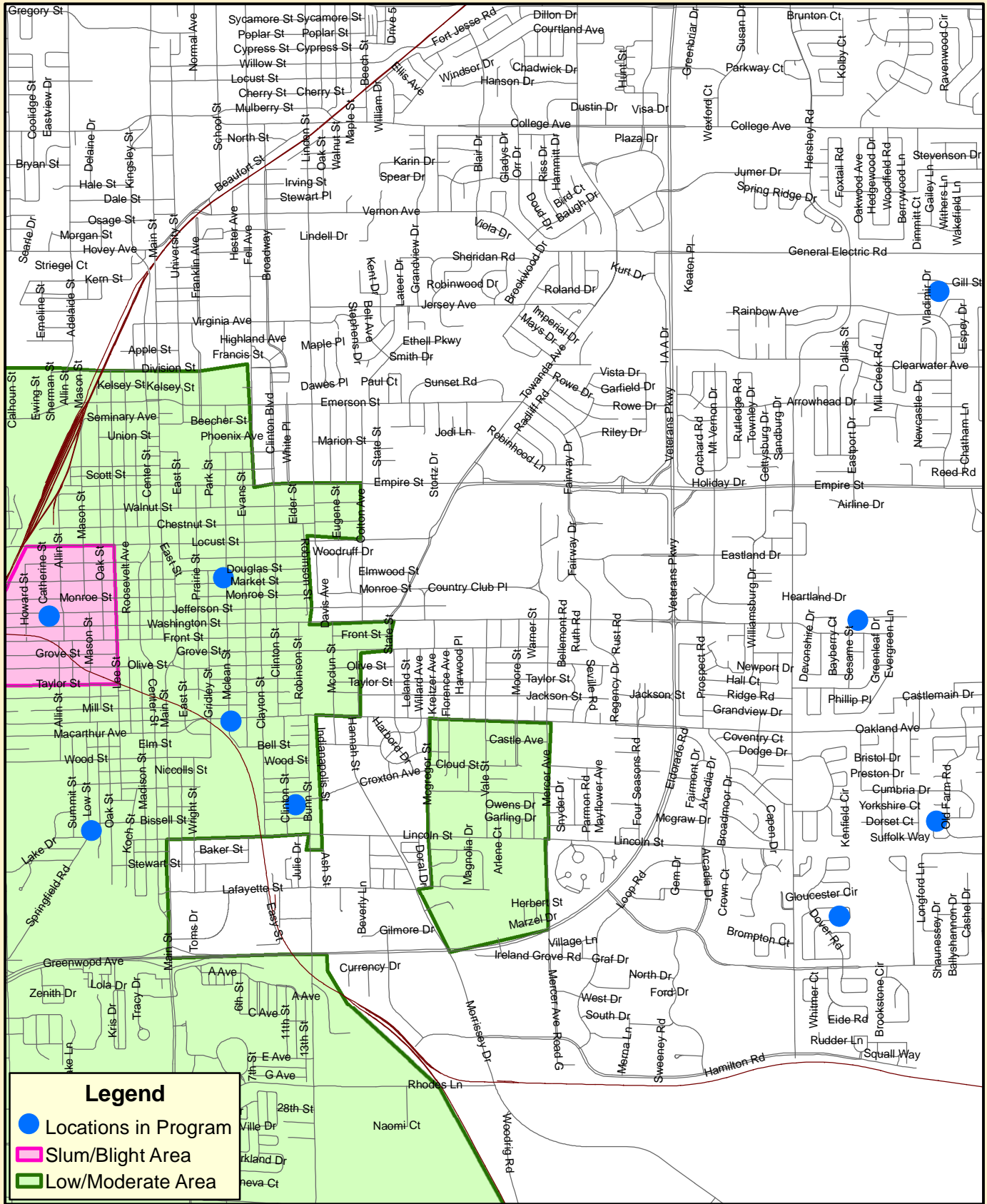
Map Created: June 2012




FY37 2011-12 Public Facilities CDBG Funds





Map Created: June 2012



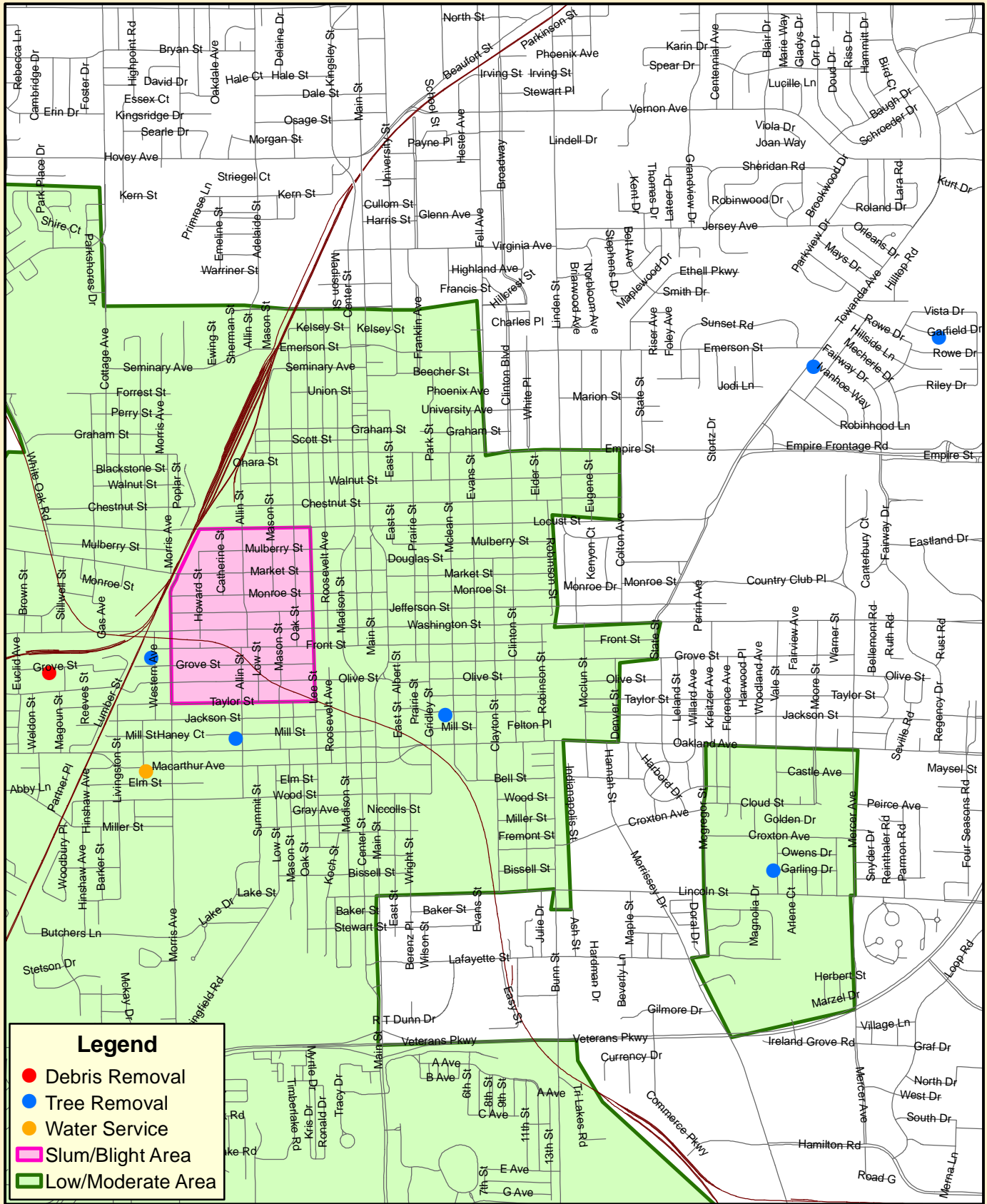
2010-12 IHDA - Single Family Owner Occupied Rehabilitation Program



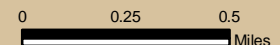




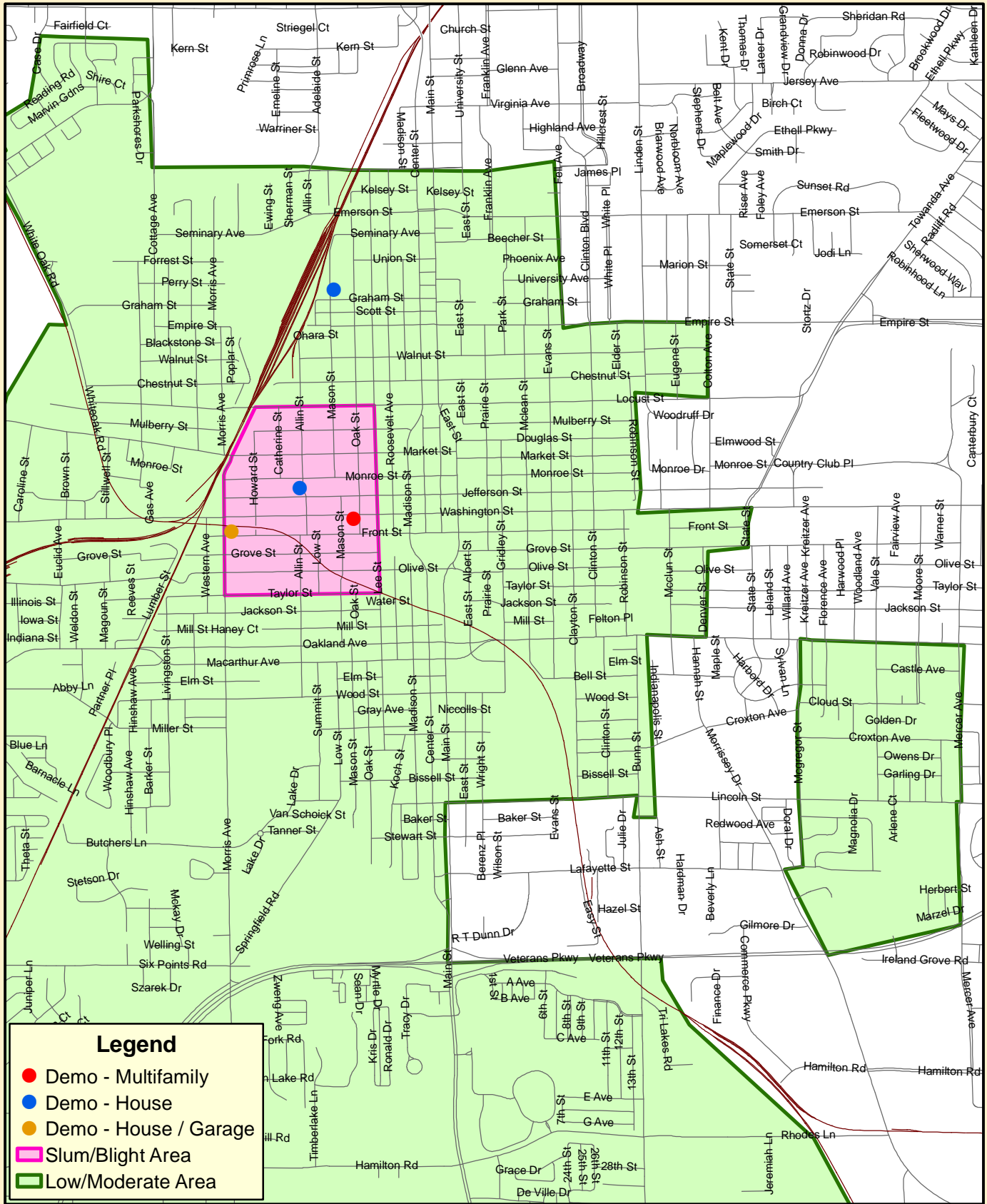
Map Created: June 2012



FY37 2011-12 Code Enforcement Activities City General Funds



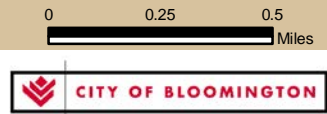
Map Created: June 2012



Legend

- Demo - Multifamily
- Demo - House
- Demo - House / Garage
- Slum/Blight Area
- Low/Moderate Area

FY37 2011-12 Demolition Activities CDBG Funds



Map Created: June 2012

NOTICE

THE FOLLOWING IS THE PROPOSED BUDGET FOR THE CITY OF BLOOMINGTON COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES AND APPLICATION FOR PROGRAM YEAR 39 (May 1, 2013 – April 30, 2014):

CDBG GRANT YEAR 39 (B-2013-MC-17-0004)	\$556,487 (estimated)
ESTIMATED PROGRAM INCOME	\$ <u>31,000</u>
TOTAL	\$587,487

THE PROPOSED ACTION PLAN OF OBJECTIVES FOR PROGRAM YEAR 39, WILL BE AVAILABLE FOR A 30 DAY PUBLIC REVIEW BEGINNING ON **WEDNESDAY, FEBRUARY 13, 2013**, AT THE BLOOMINGTON PUBLIC LIBRARY, IN THE OFFICE OF THE COMMUNITY DEVELOPMENT DIVISION, 115 E. WASHINGTON STREET, 2nd FLOOR IN THE GOVERNMENT CENTER, IN THE CITY CLERK'S OFFICE, 109 EAST OLIVE, BLOOMINGTON, IL AND ON THE CITY'S WEBSITE WWW.CITYBLM.ORG. PLEASE SUBMIT ANY COMMENTS IN WRITING BY 5:00 PM, **WEDNESDAY, MARCH 13, 2013**.

THE **PUBLIC HEARING** WILL BE PART OF THE CITY COUNCIL MEETING HELD ON **MONDAY, FEBRUARY 25, 2013, AT 7:00 PM** IN THE CITY HALL COUNCIL CHAMBERS, 109 EAST OLIVE, BLOOMINGTON, IL.

FOR FURTHER INFORMATION, CONTACT:

Sharon Walker
Code Enforcement Division Manager
Planning and Code Enforcement Department
115 Washington Street, 2nd Floor, Government Center
Phone: 309-434-2342
Fax: 309-434-2801
Email: swalker@cityblm.org

Participation of all residents, including non-English speaking and physical, visual or hearing impaired individuals are encouraged to attend. Individuals with impairments are asked to notify the Planning and Code Enforcement Department office at least five days prior to the hearing of their intent to participate so that the appropriate arrangements can be made.

CDBG 2013-2014
Mailing List – Low/Moderate Neighborhood Associations

Cultural District Neighborhood
Judy Stearns
306 E. Locust St.
Bloomington, IL 61701

Wood Hill Towers Residential Council
Larry Fowler
101 E. Macarthur # 608
Bloomington, IL 61701

Gridley Allin Pricketts Neigh. Assoc.
Chris Newport
609 N. Mason St.
Bloomington, IL 61701

Evergreen Winchester
Charles McCubbin
102 S. Evergreen
Bloomington, IL 61701

Lang's Alley Neighborhood Assoc.
Jimmy Rogers
812 W. Grove St.
Bloomington, IL 61701

Dimmitt's Grove Neighborhood Assoc.
Brad Williams
613 E. Grove St.
Bloomington, IL 61701

Downtown Bloomington Assoc.
Peggy Flynn
200 W. Monroe St.
Bloomington, IL 61701

Franklin Square Association
Michele Maurer
317 E. Chestnut St.
Bloomington, IL 61701

South Hill Neighborhood Assoc.

Bloomington, IL 61701

Olde Towne Neighborhood Assoc.
Carolyn Steele
717 W. Monroe St.
Bloomington, IL 61701

Near E. Side Neighborhood Assoc.

Old East Side Neighborhood Assoc.
Marty Seigel
615 E. Chestnut St.
Bloomington, IL 61701

Northwest Neighborhood Assoc.
Susie Peroutka
1502 N. Lee St.
Bloomington, IL 61701

South Oakland Neighborhood Assoc.
Marie Winquist
608 S. Clinton St.
Bloomington, IL 61701

CDBG 2013-2014
Mailing List for Low/Moderate Churches

Crossroads Chapel
2007 West Washington Street
Bloomington, IL 61704

Clearview Church
207 East Washington Street,
Bloomington, IL 61701

Joy Full Gospel Community Church
411 East Mulberry Street,
Bloomington, IL 61701

Living Word Ministry
818 East Chestnut Street, Bloomington,
IL 61701

Crosswinds Community Church
2712 South Main Street, Bloomington, IL
61701

Liberty Church
401 East Jefferson Street, Bloomington,
IL 61701

Unitarian Church
1613 East Emerson Street,
Bloomington, IL 61701

Bible Baptist Church
804 Four Seasons Road, Bloomington, IL
61701

Holy Trinity Church
711 North Main Street, Bloomington,
IL 61701

Faith Baptist Church
804 North Center Street, Bloomington, IL
61701

Immanuel Baptist Church
811 Vale Street
Bloomington, IL 61701

St Patrick's Church
1209 West Locust Street, Bloomington,
IL 61701

Wayman AME Church
803 West Olive Street, Bloomington, IL
61701

First Christian Church
401 West Jefferson Street, Bloomington,
IL 61701

Faith United Methodist Church
400 Union Street,
Bloomington, IL 61701

Grace United Methodist Church
622 South Clinton Street
Bloomington, IL 61701

Wesley United Methodist Church
502 East Front Street
Bloomington, IL 61701

Loving Missionary Baptist Church
1101 North Roosevelt Avenue
Bloomington, IL 61701

MT Pisgah Baptist Church
801 West Market Street, Bloomington,
IL 61701

New Heights Wesleyan Church
703 North Clinton Street, Bloomington,
IL 61701

Park United Methodist Church
704 South Allin Street
Bloomington, IL 61701

Union Missionary Baptist Church
509 West Jackson Street, Bloomington,
IL 61701

Church of Christ-Four Seasons
904 Four Seasons Road Bloomington, IL
61701

Northside Church Of Christ
1908 North Towanda Barnes
Bloomington, IL 61704

New Hope Fellowship Church
1704 Six Points Road
Bloomington, IL 61701

New Hope Missionary Baptist Church
701 East Oakland Avenue
Bloomington, IL 61701

Central Pointe Church of Christ
406 South Clinton Street
Bloomington, IL 61701

West Olive United Methodist Church
1306 West Olive Street
Bloomington, IL 61701

Integrity Deliverance
1409 South Main Street
Bloomington, IL 61701

Word of Faith Christian
507 North Center Street
Bloomington, IL 61701

CDBG 2013-2014
Mailing List for Low/Moderate Churches

Christ Temple Pentecostal
608 West Taylor Street
Bloomington, IL 61701

Harvest Family Worship Centre
712 West Locust Street
Bloomington, IL 61701

St Mary's Church
527 West Jackson Street
Bloomington, IL 61701

Second Presbyterian
313 North East Street
Bloomington, IL 61701

Trinity Lutheran School
701 South Madison Street
Bloomington, IL 61701

Christian Faith Center
502 West Front Street
Bloomington, IL 61701

COR Ministries
1107 West Olive Street
Bloomington, IL 61701

Jesus Coffee House
724 West Washington Street
Bloomington, IL 61701

City of Refuge Church
1313 West Taylor Street
Bloomington, IL 61701

CDBG 2013-2014
Mailing List for Agencies

Habitat for Humanity
301 N. Main St.
Bloomington, IL 61701

Cedar Lake Fellowship
401 East Empire Street
Bloomington, IL 61701

Salvation Army Community Center
611 West Washington Street
Bloomington, IL 61701

AARP
2909 Wellington Way
Bloomington, IL 61704

PATH
201 E. Grove St.
Bloomington, IL 61701

American Red Cross
1 Westport Ct.
Bloomington, IL 61704

Community Action
1301 W. Washington St.
Bloomington, IL 61701

Catholic Charities
603 N. Center St.
Bloomington, IL 61701

Township Office of General Asst.
607 S. Gridley St.
Bloomington, IL 61701

Department of Human Services
501 W. Washington St.
Bloomington, IL 61701

East Central Ill Area on Aging
1003 Maple Hill Road
Bloomington, IL 61704

Faith in Action
410 N. Prairie St.
Bloomington, IL 61701

Home Sweet Home Ministries
303 E. Oakland Ave.
Bloomington, IL 61701

Life Center for Independent Living
2201 Eastland Dr. Suite 1
Bloomington, IL 61704

McLean County Center for
Human Services
108 W. Market St.
Bloomington, IL 61701

McLean County Chamber of Commerce
210 S. East St.
Bloomington, IL 61701

NAACP of Bloomington/Normal
P.O. Box 925
Normal, IL 61761

St. Vincent DePaul Society
711 N. Main St.
Bloomington, IL 61701



FOR COUNCIL: February 25, 2013

SUBJECT: Eagle View Park

RECOMMENDATION/MOTION: That the Eagle View Park RFP be published and \$600,000 in City Funding be approved.

STRATEGIC PLAN LINK: Goal 2 – Upgrade City Infrastructure and Facilities; Goal 3 – Strong Neighborhoods; Goal 5 - Great Place to Live—Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: 2.d. - Well-designed, well maintained City facilities emphasizing productivity and customer service; 3.e. – Strong partnerships with residents and neighborhood associations; 5.a. - Well-planned City with necessary services and infrastructure.

BACKGROUND: Eagle View Park is identified in the 2005 East Side Plan Addendum to the 1997 Parks and Recreation Comprehensive Plan (see the attached excerpt referring to NP#1, neighborhood park #1, located east of Towanda-Barnes Road, halfway between Fort Jesse and General Electric roads). It is also listed as a priority in the Near Term of the 2010 Parks Master Plan Update (see attached) – due to the obligation for the Open Space Lands Acquisition and Development (OSLAD) Grant funding. After the completion of Gaelic Park, Eagle View Park rises to the highest priority in new park development in the current Parks Master Plan.

In June 2008, staff, with City Council approval from the May 12, 2008 meeting, applied for the OSLAD Grant from the Illinois Department of Natural Resources (IDNR) and was subsequently awarded a \$400,000 matching grant to develop Eagle View Park that carried an expiration date of December 31, 2011. This grant is now set to expire on December 31, 2013; after staff requested and received two (2), one-year extensions from IDNR.

On July 9, 2012, City Council authorized the hiring of park design firm, Planning Resources, Inc. to complete final park design, construction documents, bid development and construction management.

On February 18, 2013, the Infrastructure Committee received an update on this project and provided unanimous support to bid the construction of Eagle View Park. The final park design (see attached drawing), construction documents and bidding documents are now finished and the project is ready for bidding. To develop the park fully as shown in the final plans, cost estimates could be as high as \$1,400,000; however staff has worked with Planning Resources, Inc. to design the park in such a way to include all the amenities required by the grant application at the original cost estimate of \$1,000,000. Alternate bid prices will be requested during the bid process for additional items such as sports lighting for one (1) softball field, additional parking spaces, additional shelter and a few smaller site amenities (shown as Alternate Phase 2 on the park drawing). If bid prices received allow for some or all of the Alternate Phase 2 items to be included within the \$1,000,000 budget, they would be added to the bid award. The net cost to the City, after the \$400,000 grant reimbursement is received, will be approximately \$600,000.

The reason the fully developed park has a cost estimate greater than the original \$1,000,000 is two-fold. First, the original cost estimates were created almost six (6) years ago during the first grant application in 2007. Second, within the last 20 months, the City has lost access to two (2)

lighted softball fields at R.T. Dunn behind the Armory due to the Armory needing additional space for training purposes, therefore Staff added lights to one (1) softball field in Eagle View plans to meet the needs of the community. A lighted, programmed softball field creates the need for additional parking in Eagle View Park. These elements were not included in the 2007 cost estimates. If the bids come in at prices too high to allow the Alternate Phase 2 items to be included at this time, Staff will work to budget for these at a future time within the Parks, Recreation & Cultural Arts Capital Improvement Plan.

Staff inquired with the IDNR Grant Administrator about the possibility of another extension and was informed our project would not be considered for another extension until September or October, at which time if the request is denied it would be too late for construction to beat the December 31, 2013 deadline. The City Manager has requested from the IDNR Director that an extension be considered now instead of the September or October time frame. At this time, the IDNR Director has not responded.

In order to meet the December 31, 2013 deadline for substantial completion, the project needs to be bid out within the next 30-45 days. After receiving bids, Staff would need to come back to the City Council for approval of the construction contract.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Illinois Department of Natural Resources and neighbors of Eagle View subdivisions.

FINANCIAL IMPACT: The FY 2013 Budget did not appropriate funds for the construction of Eagle View Park. As specified in the background section the total cost of the construction of Eagle View Park would approximately be \$1,000,000; however, a \$400,000 OSLAD Grant would reduce the City contribution to \$600,000. Staff recommends the \$600,000 would be offset with unrestricted fund balance from the General Fund. The \$600,000 would be transferred from the General Fund to the Capital Improvement Fund 40100100-72570 in FY 2013 as a subsequent transfer. The transfer from the General Fund is needed since although four capital projects were not completed in FY 2013, Staff has incorporated this savings into the FY 2014 Proposed Budget so these dollars are not available for this project. Staff estimates the ending FY 2013 unrestricted fund balance for the General Fund will be sufficient to offset this addition to the FY 2013 Budget and maintain compliance with the City's reserve policy.

Respectfully submitted for Council consideration.

Prepared by: John R. Kennedy, Director of Parks, Rec & Cultural Arts

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

Legal review by: Rosalee Dodson, Assistant Corporation Counsel

Recommended by:

David A. Hales
City Manager

- Attachments:**
- Attachment 1. General Fund Unrestricted Fund Balance Summary as of February 20, 2013
 - Attachment 2. 2005 East Side Plan Addendum to the 1997 Parks and Recreation Comprehensive Plan
 - Attachment 3. Excerpt from Parks Master Plan
 - Attachment 4. Eagle View Park Concept
 - Attachment 5. Letter sent to Marc Miller, Director of IL Dept of Natural Resources
-

Motion: _____ Seconded by: _____

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

General Fund
Unrestricted Fund Balance
Projected Year End April 30, 2013

April 30, 2013 Unrestricted Fund Balance as Projected	\$ 12,676,761
Eagle View Park	(600,000)
April 30, 2013 Projected Unrestricted Fund Balance as Adjusted	<u>\$ 12,076,761</u>
Total Cash Flow Commitment	(11,543,570) **
Available Unrestricted Fund Balance above Commitment	<u>\$ 1,133,191</u>

** The "Cash Flow Commitment" is defined in the Cities Fund Balance Policy as dated May 11, 2012. This commitment is designed to ensure that funds are available to meet the Cities commitments and builds in flexibility for any unanticipated expenditures.

^^Note: The unrestricted fund balance in the 2012 Comprehensive Annual Financial Statement represents unrestricted fund balance as of April 30, 2012. This exhibit rolls forward unrestricted fund balance through the projected FY2013 operations.

Prepared by: Patti-Lynn Silva, as of February 2, 2013

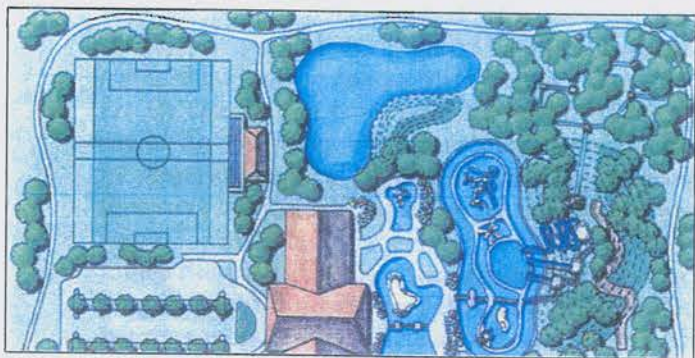
CHAPTER IV – PLAN RECOMMENDATIONS

4.1 PLAN RECOMMENDATIONS

In order for the City to meet its open space and recreational obligations arising from new development, it must consider the acquisition of additional land that might be available either now or in the future. Some of this potential could be realized through the City buying or leasing recreational facilities and sites currently owned and operated by private concerns as they become available. In addition, the City can negotiate for the provision of sites for City open space and recreational facilities as sites are presented and approved for development. The careful application of its subdivision regulations will result in substantial open space opportunities particularly when the City has a strong negotiating position such as when parcels are proposed for annexation or City services are desired.

This East Side Plan Update recommends the acquisition of fifteen potential sites for significant proposed open space, recreational, municipal and/or educational facilities. Map 6 exhibits the general location of these sites.

4.11 NPA 7 (described in order of their location and ordered from north to south)



Bloomington Edge Park boasts a major aquatic facility which includes indoor pool and sprayground, outdoor water slides and outdoor spray facilities. The facility will pay for the cost of ongoing operations through the use of user fees (north half shown).

unincorporated McLean County in Towanda Township but is considered for future annexation to Bloomington. It could be provided in conjunction with a detention/retention facility. It should be connected to the proposed trail system.

The second recommended facility is a proposed public school/park site (NP#2) approximately halfway between General Electric Road and Route 9, located approximately one-quarter mile east of Towanda Barnes Road. The proposed school site would be located adjacent to the neighborhood park to permit portions of the school building to be utilized for park/recreation purposes. The school site could be used for both middle school and elementary school buildings if necessary. This site was selected to maximize access for the school facility and provide a school site serving the northern portions of NPA 7. This proposed park would also be designed to meet the needs of new residential neighborhoods that would surround the site. It should be improved with typical neighborhood park improvements. The neighborhood park would also have its service area reduced by Towanda Barnes Road.. It is presently located in unincorporated McLean County in Towanda Township and could also be provided in conjunction with a detention/retention facility. It should also be connected to the proposed trail system.

The third recommended facility is a proposed public school/ neighborhood park site (NP#3) located south of Route 9 and approximately one-half mile east of the Airport. This proposed school site

The first recommended facility is a proposed neighborhood park (NP#1) located east of Towanda Barnes Road in the northern portion of NPA 7 southeast of Bittner Park and approximately half way between Fort Jesse and General Electric to serve residents of new development in the northern portions of the Study Area and neighborhood park facilities mentioned above. As with the service area for Bittner Park (outside the Study Area), the service area for this proposed park will be somewhat reduced by Towanda Barnes Rd. which is a barrier to pedestrians from the east. This property is currently located in

CITY OF BLOOMINGTON PARKS MASTER PLAN PRIORITIES AND FINANCING APPROACH FOR NEAR TERM AND FUTURE PROJECTS

The following outlines the proposed approach for the current economic times to identify and rank the Priorities for the Parks Department in each of their near-term budget years. The intent is to keep the Future Projects List in perspective and available should funding opportunities or exceptional circumstances arise that would merit a revision to the Priorities listed below.

The initial Priorities should be completing current commitments and the renovation of the playgrounds that are well beyond their “standard life span”. The highest priority within the current commitments is to the Department of Natural Resources to complete Gaelic Park by the grant deadline of December 2010. This would have Gaelic Park designed and issued for competitive bids during the coming fall/winter months for construction starting in the spring of 2010. The second, Eagle View South, is a similar project that the DNR has awarded a grant to the City of Bloomington. The budget for each project is \$1,000,000, with \$400,000 in grant funding available for each park. Any forfeiture of an awarded OSLAD Grant would have a drastic impact on the City's ability to receive future grants.

Park playground renovations that should be completed as soon as possible include the following locations:

- Emerson Park
- Ewing Park II
- Sunnyside Park
- Miller Park
- Buck-Mann Park
- Evergreen Park
- Franklin Park
- Pepper Ridge Park

In addition to the renovation of these playgrounds, the following parcels should be placed high on the Priority list for development. They are geographically in locations where additional services are warranted and in some cases, overdue:

- Wittenberg Woods Park
 - Woodberry Park
 - Westwood Park
 - Sugar Creek Park

Eagle View Park

Bloomington, Illinois

Final Concept

A) Concept Data:

- Parking - 64 Total (22 Phase 1)
9 Carpool priority spaces
- Multi-Use trail - ± 0.75 miles

B) Sustainable Initiatives:

- Bioswale infiltration area
- Native plantings/ prairie
- Permeable paver (option)
- Balanced cut and fill grading
- Bicycle parking
- Carpooling spaces
- Recycling bins

C) Stormwater Management:

- Detain stormwater on site to reduce amount sent to sewer
- Reduce pollution by treating stormwater on site with bioswales, rain garden and optional green roof
- Reduce impervious surfaces with the use of permeable pavers (Option)

D) Reduced Maintenance:

- Use of native/ non-invasive plants and low mow turf alternatives reduce mowing

E) Social Capital:

- ADA Accessible
- Social gathering spaces
- Bike and pedestrian linkages
- Interpretive signs that speak to the sustainable principles



Summer 2005 Developers of Eagle View and Eagle View South subdivision donate 6.15 acres of land per Parkland Dedication Ordinance.

October 2005 The City Council adopts an amendment to the 1997 Parks and Recreation Plan, and indicates the number one recommended Facility to be a Neighborhood park, located east of Towanda Barnes and half-way between Fort Jesse and General Electric.

March 2007 City Council approves a Staff recommendation to apply for an OSLAD Grant to acquire an additional 8.08 acres from the Developer, at a cost of \$244,600 to create 14.5 total acres for a Neighborhood park. The grant would cover approximately 50% of this land purchase cost.

August 2007 City of Bloomington purchases the 8.08 acres from ARK IV Developers for \$242,400.

May 2008 On May 12, 2008, The City Council approved the Staff recommendation to apply for \$400,000 OSLAD Grant to develop Eagle View South Park. The estimated budget cost is \$1,000,000. This would bring reduce the City cost to \$600,000, after the reimbursable grant is received from the State of Illinois.

June 2008 OSLAD Grant is submitted prior to July 1, 2008 deadline.

January 2009 City receives \$122,300 OSLAD Grant payment for the acquisition of the 8.08 acres purchased in 2007.

May 2009 City is notified by the Illinois Department of Natural Resources of its successful application for the \$400,000 OSLAD Development Grant, with a December 2011 deadline for completing Eagle View South Park.

February 2011 Staff requests a one-year extension of the \$400,000 Grant to a new deadline of December 2012.

September 2011 IDNR notifies City of a one-year extension on the \$400,000 OSLAD Grant, with a new expiration date of December 2012.

December 5, 2011 Pantagraph reporter Rachel Wells requests a ride-a-long with Alderman Jim Fruin to get an overview of interests of residents in Ward 9, of which the planned Eagle View South Park is highlighted.

December 6, 2011 Eagle View Neighborhood(s) meet at CIRA with City officials to further clarify the long-standing inquiry as to ownership and maintenance responsibility of the Detention Basin in the far northeast corner of the Neighborhood. This initiative was led by Ron and Doreen Swan who had spoken at the October 10, 2011 City Council meeting. Also discussed at the CIRA meeting was

the ongoing Homeowner maintenance of the City owned Detention Basin on Towanda Barnes.

December 21, 2011 Two residents, Peggy Miles and Jessica Oester asked to visit with Alderman Jim Fruin on the City's current timetable to build Eagle View South Park before the Grant expires in 2012.

December 21, 2011 E-Mail sent to City staff asking for a joint meeting with neighbors to better understand the 2012 timetable for construction of the Park.

January 5, 2012 Jim Fruin meets with Peggy Miles, Dale Strain and Jessica Oester to help answer questions in preparation for a Neighborhood meeting on January 17 in which City staff will attend and help explain current status of Park, and existing Budget challenges.

January 17, 2012 Neighborhood meeting held at Morningstar United Methodist Church. Those in attendance included approximately 80 Eagle View residents, City Manager David Hales, Alderman Jim Fruin and Pantagraph report Rachel Wells. Residents were appreciative of the comments from Mr. Hales and Mr. Kennedy.

February 13, 2012 Neighborhood representatives Peggy Miles, Craig Fisher and Jessica Oester presented a Fact booklet to the City Council. The distributed materials included a petition to finish the Park with signatures of 300+ residents.

July 9, 2012 City Council approves a contract with Planning Resources for Professional Design Services, Bid development and Construction Management for Eagle View Park.

September 7, 2012 The Illinois Department of Natural Resources provides a further extension of the pending \$400,000 OSLAD Development Grant, with a deadline of December 2013 for completing Eagle View Park.

September 25, 2012 Neighborhood meeting held at Morningstar Church between the City of Bloomington staff, Planning Resources and dozens of neighbors from the Eagle View neighborhoods.

October 23, 2012 Neighborhood meeting held at Morningstar Church between the City of Bloomington staff, Planning Resources and dozens of neighbors from the Eagle View neighborhoods to show Final Concept drawing.

Eagle View Park - Bloomington Illinois

Final Concept Plan

18-Oct-12

Estimate of Probable Costs

1	Removals, Demolition & Site Protection	\$12,100.00
	construction fencing along three sides, erosion control in critical disturbed areas only	
2	Site Grading and Excavation:	\$50,000.00
3	Site Drainage and Water Service	\$55,910.00
4	Site Electrical	\$15,000.00
5	Site Concrete & Pavement	\$350,554.00
	includes concrete walks, 8' wide paths, and reduced parking lot	
6	Site Structures	\$27,500.00
	includes 1 shelter and port-a-potty enclosure	
7	Athletic Field Development	\$161,000.00
	includes 2 ballfields and fencing, and soccer field	
8	Basketball Court Development	\$22,860.00
	concrete pavement	
9	Volleyball Court Development	\$10,820.00
10	Creative Play Area	\$155,000.00
	includes 2-5, 5-12 and teen area	
11	Site Furnishings	\$29,900.00
12	Landscape Plantings & Restoration	\$82,395.00
	includes Kentucky blue grass, athletic turf, woodland, and ornamental plantings	
	Project Total:	\$973,039.00
13	5% contingency	\$48,651.95
	Grand Total:	\$1,021,690.95

Alternate Bid Items

Sports Lighting (softball field)
Parking Lot/ Second Entrance
Shelter Building B
Engineered Wood Fiber Mulch
Permeable Pavers (parking lot)
Bituminous Pavement Basketball Court
Sand for Volleyball Court
14-car Parking along Lay Lane

Items by Parks, Recreation & Cultural Arts Department

CPA Apparatus bought, stored by contractor, installed by owner
Teen Apparatus bought, stored by contractor, installed by owner
Native Prairie Installation
Sand for Volleyball Court
Engineered Wood Fiber Mulch
Basketball Court Painting

Eagle View Park

City of Bloomington Parks, Recreation & Cultural Arts
Bloomington, Illinois

Project Schedule: Revised 2.25.13

Week of July 23, 2012	Kick-off Meeting with the Parks, Recreation & Cultural Arts Department, Site Inventory & Analysis
July 23 – August 31	Coordinate with the Parks, Recreation & Cultural Arts Department regarding progress schedule and survey
September 4 – 14, 2012	Design Refinement, prepare two revised concept plans for presentation and order of magnitude estimate
Week of September 17	Meeting with the Parks & Recreation staff to review two revised concept plans, revise as needed per comments received
September 24, 2012	Meet with the residents of the City of Bloomington to present the two revised concept plans
September 25 – October 5, 2012	Prepare Design Development drawing based on the input received from resident meeting #1, including revised estimate of costs
Week of October 8, 2012	<i>Conference Call Meeting</i> with the Parks & Recreation staff to review Design Development Plan, revise as needed
October 23, 2012	Meet with the residents of the City of Bloomington to present the Final Design Development drawing
November 13, 2012	City Council Meeting, PRI or Parks, Recreation & Cultural Arts Department to present final Design Development Plan and gain authorization to proceed with Construction Documents
October 26 – November 9	PRI prepares 50% CDs, project manual, and construction estimate
November 12, 2012	50% Submittal – Parks, Recreation & Cultural Arts Department to review and provide comments/mark-ups
November 16, 2012	Receive Parks, Recreation & Cultural Arts Department comments
November 12 – December 6	PRI prepares 75% CDs, project manual, and construction estimate
December 7	75% Submittal – Parks, Recreation & Cultural Arts Department to review and

	provide comments/mark-ups
December 14	Receive Parks, Recreation & Cultural Arts Department comments
December 10 – January 11, 2013	PRI prepares 100% CDs, project manual, and construction estimate
January 14, 2013	100% Submittal – Parks, Recreation & Cultural Arts Department to review and provide comments/mark-ups
January 18, 2013	Receive Parks, Recreation & Cultural Arts Department comments
February 25 – March 18, 2013 *	Revise 100% cd's as needed, Bid Documents complete
March 19, 2013	City of Bloomington to Advertise for Bids
April 2, 2013	Bid Opening at 10:00 AM
April 3 - 5, 2013	Bid Tabulation
April 8, 2013	City Council Approval – Bid Award
Week of April 15, 2013	Pre-construction Meeting (weather permitting)
Week of April 15, 2013	Commence Construction (weather permitting)
April 15 - May 15, 2013	Review and approval of submittals
September 13, 2013	Substantial completion
November 1, 2013	Final Completion

* Pending city council approval



*Office of the City Manager
David A. Hales
City Manager*

February 18, 2013

Mr. Marc Miller, Director
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, IL 62702-1271

Dear Director Miller,

As you are aware, the City of Bloomington has been planning for the development of Eagle View Park for the last several years and currently has a \$400,000 Open Space Lands Acquisition and Development (OSLAD) Grant #OS 09-1645. This grant was originally set to expire in December 2011, however the Illinois Department of Natural Resources has approved two (2) one-year extensions resulting in the current deadline of December 31, 2013. The economic climate and the City's competing infrastructure needs has been the reason behind our extension requests.

Significant progress has been made on the Eagle View Park project. In our current fiscal year, the City has hired Planning Resources, Inc. to develop final park plans, construction documents and prepare the project for bidding. This work is essentially complete with the project being ready to bid in the very near future, pending funding approval from the City Council.

The City is currently researching all funding alternatives in order to build the park before the December 31, 2013 OSLAD grant deadline. One alternative includes the City Council approving our FY 2014 Budget (May 1, 2013 through April 30, 2014) with enough funds to build the park during the fiscal year, however, this may not allow enough time to complete construction prior to the December 31, 2013 deadline. City staff has been in communication with our OSLAD Grant Administrator, Mr. Ronald Whitmore regarding options. Mr. Whitmore has stated that any additional extension requests for this grant would not be eligible for review until September or October of this year. At that point in time, the City would not have enough time to try and meet the December 31 deadline if an additional request was not granted.

I am writing to you to ask consideration of a request for an additional extension at this time, rather than waiting until September or October.

Since 1998, the City of Bloomington has received or been awarded over \$4 million worth of grants for acquisition and development of parks through the OSLAD grant program. These

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"Jewel of Midwest Cities."



*Office of the City Manager
David A. Hales
City Manager*

include development of Clearwater Park, Tipton Park, McGraw Park (Phases I and II), Gaelic Park and acquisitions of McGraw Park and Eagle View Park, renovations of Holiday Park/Pool and Miller Park. The City of Bloomington sincerely appreciates your support in assisting us to receive these grant awards. This program has been extremely successful state wide, providing assistance to many local units of government for the protection of open space and development of many parks. The grant program is outstanding and professionally managed and has been a very important service in improving the quality of life for our citizens. In these unprecedented financial times it has become very difficult for the City of Bloomington to come up with our matching funds, however the City continues to work towards honoring our commitments in OSLAD grants as we have shown over many years of shared grant projects.

Respectfully,

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

David A. Hales
City Manager

cc: Stephen F. Stockton, Mayor
City Council
Barbara J. Adkins, Deputy City Manager
John R. Kennedy, Director of Parks, Recreation and Cultural Arts