

**CITY OF BLOOMINGTON
COUNCIL MEETING AGENDA
109 E. OLIVE
MONDAY, OCTOBER 27, 2014, 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Public Comment**
- 6. “Consent Agenda”**

(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #9.)

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

- A. Council Proceedings of October 13, 2014 and Work Session Minutes of August 11, 2014. (Recommend that the reading of the minutes of the previous Council Proceedings of October 13, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2104, July 28, 2014 and August 11, 2014, and Work Session Minutes of August 11, 2014 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. Rejection of Bids for Topsoil Processing Machine. (Recommend that the bids for the Topsoil Processing Machine be rejected, and the bid be reissued.)**

- D. Request to Enter into an Early Order Program with Helena Chemical, (the distributor), for Procurement of Syngenta, BASF, Bayer, Nufarm, (the manufacturers), Golf Course Chemicals from a Single Source. (Recommend that the Parks, Recreation & Cultural Arts Department be allowed to participate in the Syngenta, BASF, Bayer, and Nufarm chemicals “early order discount program” for golf turfgrass management for the 2015 golf season, and grant a bid waiver which identifies Helena Chemical as the local distributor for these products and the Mayor and City Clerk to execute the necessary documents.)**
- E. Waiver of Request for Proposal (RFP) for Leaf and Grass Disposal. (Recommend that the City continue to negotiate its leaf and grass disposal agreement with Chris Witte, Bloomington, and the RFP for this service be attempted again in FY 2016.)**
- F. Change Order for West Elevation Tuck Pointing Project Contract for Bloomington Center for the Performing Arts, (BCPA). (Recommend that the Change Order using the unit prices from R.L. Vollentine Construction, Inc., for the west elevation tuck pointing project be accepted, and the change order approved, in the amount of \$10,933, to be paid out of the FY 2015 Budget, the Mayor and Clerk City be authorized to execute the necessary documents and the Resolution adopted.)**
- G. Change Order No. #1 to the Professional Services Agreement with Clark Dietz, Inc. for the Phase 2 Locust CSO (Combined Sewer Overflow) Elimination and Water Main Replacement Project Design. (Recommend that the Change order to Clark Dietz design contract for the Phase 2 Locust Street CSO Elimination and Water Main Replacement Project be approved, in the additional amount of \$13,188.50, and the Resolution be adopted. The change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.)**
- H. Grant Application – Illinois Historic Preservation Agency (IHPA). (Recommend that the request for submittal of a \$21,000, (state’s share = \$14,200 and City’s share = 46,800), grant application to the IHPA be approved to allow improvements and modifications to the Historic Preservation portion of the City’s web site.)**
- I. Grove Subdivision – Memorandum of Understanding (MOU) and Agreement. (Recommend that the MOU & Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary document.)**
- J. Intergovernmental Agreement with the County of McLean for Cost Sharing of the Local Portion of Traffic Signal Improvements at Towanda Barnes Rd. and Fort Jesse Rd. (Recommend that the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**

- K. Illinois Environmental Protection Agency (IEPA) Loan Closeout Documents for Phase 1 Locust Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project. (Recommend that the Mayor and City Clerk be authorized to execute the IEPA Locust CSO Elimination and Water Main Replacement Phase 1 loan closeout documents.)**
- L. Agreement with Microsoft Software Enterprise for License Renewal. (Recommend that the payment to CDWG, Inc. for the 2014 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing, be approved, in the amount of \$147,576.83, and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- M. Agreement with Applied Controls, Inc. (ACI) for HVAC (Heating Ventilating & Air Conditioning) Controls Services at the US Cellular Coliseum, (USCC). (Recommend that the Agreement with ACI for HVAC Controls Services at the USCC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- N. Settlement Agreement Pepsi Ice Center Garage. (Recommend that the Settlement Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)**
- O. Petition from TGFP, LLC for Approval of Utility, Pedestrian and Sanitary Sewer Easement Dedications in Lot 3 of the Resubdivision of Lot 2 of Illinois Power Company Subdivision, (Golwitzer Commercial Sub.), and Utility and Pedestrian Easements in Lot 1 of Illinois Power Company Subdivision, (Pony League). (Recommend that the Dedication be approved and the Ordinance passed.)**
- P. Review of Request Submittal by KSTT, LLC Requesting Approval to Reinstated Preliminary Plan for the Business Park at Nord Farms for the Property Located South of IL Rt. 9 at the Intersection of Mitsubishi Motorway, consisting of approximately 36.34 acres. (Recommend that the Preliminary Plan for the Business Park at Nord Farms be reinstated).**
- Q. Petition from St. Ivans, LLC, Requesting Approval of Final Plat for the First Addition St. Ivan's at Fox Creek, commonly located at St. Ivan's Court south of Fox Creek Rd. (Recommend that the Final Plat be approved and the Ordinance passed.)**

7. "Regular Agenda"

- A. Cooperative Agreement for Constructed Wetland Near Lake Bloomington. (Recommend that authorization be granted to build treatment wetland on City property near Lake Bloomington and the Cooperative Agreement with The Nature Conservancy be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) *Presentation – 10 minutes.***

- B. **Analysis of Re-bid – Evergreen Lake Spillway Bridge Superstructure Replacement.** (Recommended that the Bid for Evergreen Lake Spillway Bridge Superstructure Replacement be awarded to Stark Excavating, Inc., the prices accepted, in the amount of \$994,816.60, and the Mayor and City Clerk be authorized to execute the necessary documents.) *10 minutes.*
 - C. **Streets Master Plan Update – Presentation by Kurt Bialobreski, PE PTOE; Cindy Loos, PE; and Becca Wagner, EI - Hanson Professional Services, Inc.** *30 minutes.*
 - D. **Resolution Communicating City of Bloomington Priorities, Issues and Needs to the Illinois Department of Transportation.** (Recommend that the Resolution be adopted.) *15 minutes.*
 - E. **Proposed 2014 Tax Levy, (City and Library), and Adoption of Estimated Levy.** (Recommend that the proposed tax levy be adopted as the estimate of \$23,719,066 for the 2014 Tax Levy.) *20 minutes.*
 - F. **Removal of Barrier on W. Jefferson St. at Allin St.** (Recommend that the Resolution be adopted.) *15 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: October 27, 2014

SUBJECT: Council Proceedings of October 27, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2014, July 28, 2014 and August 11, 2014, and Work Session Minutes of August 11, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of October 13, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2014, July 28, 2014 and August 11, 2014, and, Work Session Minutes of August 11, 2014 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 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The Council Proceedings of October 13, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2014, July 28, 2014 and August 11, 2014, and Work Session Minutes of August 11, 2014 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:

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

David A. Hales
City Manager

Attachments: Attachment 1. Draft Council Proceedings for October 13, 2014
 Attachment 2. Draft Special Meeting Minutes Jan. 27, Feb. 10, March 24, April 7, June 23, July 28 & Aug. 11, 2014
 Attachment 3. Draft Work Session Minutes for August 11, 2014

Motion: That the reading of the minutes of the previous Council Proceedings of October 13, 2014, Special Session Minutes of January 27, 2014, February 10, 2014, March 24, 2014, April 7, 2014, June 23, 2014, July 28, 2014 and August 11, 2014, and Work Session Minutes of August 11, 2014 be dispensed with and the minutes approved as printed.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fazzini | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

**COUNCIL PROCEEDINGS
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, October 13, 2014.

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, Kevin Lower, David Sage, Diane Hauman, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin and Mayor Tari Renner.

City Manager David Hales, City Clerk Tracey Covert, and Corporate Counsel Jeff Jurgens were also present.

PUBLIC COMMENT: Mayor Renner 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.

Patricia Marton, 1114 E. Grove St., addressed the Council. She currently served on the Bring It On Bloomington Public Safety work group. This work group was part of the Comprehensive Plan process. She addressed elder abuse in public facilities. She believed that there should be a central recording facility. Sensitivity training should be provided to all staff at all levels under a county wide program. Public entities needed to change their hiring practices to include appropriate testing. She had also attended Connect Transit, (a/k/a Bloomington Normal Public Transit District), meetings. Their staff will undergo customer service training.

Bruce Meeks, 1402 Wright St., addressed the Council. He expressed his disappointment regarding public comment as it relates to the Council meeting agendas. He believed that anyone should be allowed to put anything on the Council meeting agenda. He addressed culture change, engagement and a more open and transparent City government. The Mayor and City Manager controlled the meeting agendas. He noted the use of the telephone and emails. He referred the Council to Roberts Rules of Order. The Council needed to take training regarding same. The Council retreat was not needed. Work Session should be open and transparent which would include video streaming. The Council needed to build trust with citizens. The budget needed to be completed right now.

Alton Franklin, 508 Patterson Dr., addressed the Council. There had been an important series of events. A man's word should be his bond, (i.e. integrity). When a mistake is made, an individual needed to recognize his/her failure and apologize. Individuals needed to be honest and forthright. The Council needed to address the

important. The Council needed to make the time to set priorities. He cited the importance of trust. He expressed his disappointment in the Council.

Rick Heiser, 810 W. Jefferson St., addressed the Council. He was a twenty-eight (28) year City resident. He cited an item on this evening's agenda, A – 1 Liquor Mart, Inc., d/b/a Pub I located at 505 W. Market St., requesting a PAS liquor license. He read from a prepared statement. This application appeared to be a change of ownership. A convenient store had customers of all ages and there can be loitering issues. He encouraged the Council to protect the neighborhood's character. He noted that a liquor license application had been filed for Pop's Grocery located at 918 W. Market St. There were a number of licensed establishments along W. Market St. This was the western gateway into the City. There were projects underway to stabilize this at risk neighborhood. He requested that the Council return this application back to the Liquor Commission.

Dennis Arnold, 504 N. Lee St., addressed the Council. He spoke on behalf of the citizens/neighbors of the Old Towne and Gridley, Allin, & Prickett's Neighborhood Associations. The City needed to hold liquor license applicants to a higher standard. He cited the various forms of transportation utilized in these neighborhoods. A – 1 Liquor Mart, Inc. had filed an application for a liquor license. The neighborhood should hold a higher value than commercial profit. The Council had been consistent in its actions for the past decade when addressing liquor license applications.

Donna Boelen, 2702 Fox Trot Trail, addressed the Council. She wanted the City to hold the subdivision developer accountable. She owned a home in the Fox Hollow Subdivision. There was a punch list. She questioned the time line and added that there should be penalties for the developer. She expressed her concern regarding erosion along Savannah Rd. She had been reaching out to the developer since 2012 and had spoken with Jim Karch, Public Works Director. Citations had been issued over a nine (9) period. There was a detention basin in the Fox Hollow Subdivision which needed to be cleaned. She questioned who was responsible for same and the cost. There were consequences to storm water drainage. The detention basin had been fully functional prior to it being deeded to the City. She thanked Mr. Karch and the City's engineering staff for their time.

The following was presented:

Oath of Pedro Diaz, John Fermon, Bryce Janseen, Tyrel Klein and Caleb Zimmerman, Police Patrol Officers.

Brendan Heffner, Police Chief, addressed the Council. He introduced Pedro Diaz, John Fermon, Bryce Janseen, Tyrel Klein and Caleb Zimmerman, Police Patrol Officers. Mr. Fermon was an Illinois State University graduate. He had been employed with Logan County and was accompanied by his family. Mr. Zimmerman attended Southern Illinois University – Edwardsville. He also was accompanied by his family. Mr. Diaz was a graduate of Southern Illinois University – Carbondale. He had served in the Marine Corps and came to the City from Hanover Park. He also was accompanied by his family. Mr. Janseen was a graduate of Western Illinois University. He had an EMT, (Emergency

Medical Technician),/Fire background. He was accompanied by his family. Mr. Klein attended Richland Community College and was accompanied by his family.

Tracey Covert, City Clerk, administered the Oath.

Mayor Renner recognized these individuals' education and experience.

The following was presented:

SUBJECT: Proclamation of Declaring October 2014 to be Community Planning Month and Declaring November 2014 to be Bloomington Board of Election Commissioners Month

RECOMMENDATION: That the proclamations be made a matter of record.

BACKGROUND: The following proclamations will be presented:

Declaring October 2014 to be Community Planning Month. Tom Dabareiner, Director of Community Development will be in attendance to accept the proclamation.

Declaring November 2014 to be Bloomington Board of Election Commissioners Month.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk

Recommended by:

Tari Renner
Mayor

Mayor Renner read and presented the Community Planning Month Proclamation to Tom Dabareiner, Community Development Director.

Mayor Renner read and presented the Bloomington Board of Election Commissioners Month to Denise Williams, Board Commissioner.

Motion by Alderman Painter, seconded by Alderman Schmidt that the Proclamations be a matter of record.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014

RECOMMENDATION/MOTION: That the reading of the minutes of the previous Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014 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 1d. City services delivered in the most cost-effective, efficient manner.

BACKGROUND: The Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014 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 Painter, seconded by Alderman Schmidt that the reading of the minutes of the previous Council Proceedings of September 22, 2014 and Special Session Minutes of September 15, 2014 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, Painter, Lower, Hauman, Sage, Fruin and Black.

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 1d. 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 October 9, 2014.

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 Painter, seconded by Alderman Schmidt 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, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Reject Bids for Gasoline and Diesel Fuel, (Bid #2015 – 19)

RECOMMENDATION/MOTION: Recommend that the bids for Gasoline and Diesel Fuel be rejected and the brief be reissued.

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

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

BACKGROUND: On September 2, 2014, the bid for Gasoline and Diesel Fuel for City vehicles and equipment was released. On September 23, 2014, the bids were opened and the results are as follows: (*prices are per gallon markup over terminal cost*):

| Bidders Name | Unleaded Gasoline Transport | Unleaded Gasoline Tank Wagon | No.1 Diesel Transport | No.1 Diesel Tank Wagon | No.2 Diesel Transport | No.2 Diesel Tank Wagon | PL | Kerosene |
|---------------------|------------------------------------|-------------------------------------|------------------------------|-------------------------------|------------------------------|-------------------------------|-----------|-----------------|
| Evergreen FS | \$.03 | \$.18 | \$.03 | \$.18 | \$.03 | \$.18 | 3% | 3% |
| Petroleum Traders | \$.0174 | \$.125 | \$.0174 | \$.125 | \$.0174 | \$.125 | No Bid | No Bid |
| Heritage Petroleum | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid | No Bid |

Staff recommends rejecting all bids and rebidding due to material deficiencies from all of the responsive bidders.

Petroleum Traders had four (4) areas of their bid which did not comply with the specifications:

1. They do not have sufficient equipment to be able to deliver any item required in the specifications to any site at any time the fuel would be needed.
2. They do not have a local tank farm with the ability to deliver fuel from the tank farm to the City, or a fueling location in the City limits that the City can access twenty-four (24) hours a day seven (7) days a week including holidays in the event of a natural or man-made disaster. A transport is a semi-tractor and trailer capable of hauling 7,600 gallons of gasoline or 8,600 gallons of diesel. A tank wagon is a straight truck capable of hauling 2,500 gallons of fuel.
3. They do not provide the City with a method to purchase fuel from local retail pumps, i.e. fuel cards or other methods acceptable to the City.
4. They do not supply Kerosene or Liquid Propane.

Evergreen FS had one (1) material deficiency as they did not provide detailed specifications of their products with their bid. They also had one (1) potentially waivable technicality in that they failed to completely fill out and sign the Equal Employment Opportunity documentation. This may generally be waived only if the bidder is compliant and completes the required paperwork.

The current contract covers the time period of January 1, 2014 until December 31, 2015. This bid would cover the time period of January 1, 2015 until December 31, 2016. For review purposes a table has been prepared to document past fuel cost.

| Time Period | Average Cost per Gallon |
|--------------------|--------------------------------|
| 2012 | \$3.38 |
| 2013 | \$3.52 |
| 2014 | \$3.45 |

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on September 2, 2014. A total of three (3) bids were received by the September 23, 2014 deadline.

FINANCIAL IMPACT: Fleet Management budgets and pays for fuel and charges back the individual City departments and outside entities on a monthly basis. This memo is for fuel purchases which will occur under the FY 2016 Budget. For Stakeholders, this will be budgeted under Fleet Management - Gas & Diesel Fuel (10016310 - 71070). The FY 2015 Budget for this account can be located in the Budget Book titled "Budget Overview & General Fund" on page 368.

Respectfully submitted for Council consideration.

Prepared by:

Rob Kronen, Superintendent of Fleet Maintenance

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Painter, seconded by Alderman Schmidt that the bids for Gasoline and Diesel Fuel be rejected, and the bid be reissued.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Change Order #1 for the 2013 Street and Alley Repair Contract

RECOMMENDATION/MOTION: Recommend that Change Order #1 to the 2013 Street and Alley Repair Contract, with Rowe Construction Company be approved, in the net amount of \$36,067.82, and the Resolution adopted. The change order is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities; Goal 4.Strong neighborhoods; and Goal 5. Great place – livable and sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a.Better quality roads and sidewalks; 4d. Improved neighborhood infrastructure; and 5e. More attractive City: commercial areas and neighborhoods.

BACKGROUND: The Street and Alley Repair Contract is used to repair and resurface local streets, trails and in some cases City parking lots. The 2013 contract also included street resurfacing for Davis Lodge Rd., Parkview Ln. and the maintenance shed lot area at Lake Bloomington, as well as Fire Station No. 3 parking lot resurfacing and pavement patching.

During resurfacing of the streets and lot at Lake Bloomington it was determined that additional hot-mix asphalt was required to provide an adequate pavement structure, as well as to address existing surface drainage issues. This issue was discussed with Water Department's Lake Bloomington staff prior to the work and determination that a Change Order would be prepared to accommodate the additional effort required.

During pavement patching operations at Fire Station No. 3, it was determined that the soils underneath the entrance off of Empire St. were very poor. The condition of the existing soils required the pavement to be undercut and repaired so that the pavement patch did not fail prematurely.

The 2013 Street and Alley Repair Contract included work that was performed during the 2013 construction season. The contract remained open into the spring 2014 so that if needed, it could be utilized to perform additional work prior to May 2014 when the FY 2015 budget was adopted. Final quantities were determined and agreed upon with the contractor during the summer 2014. This change order accounts for the additional work performed and is required in order to pay the contractor for their efforts.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph and a pre-bid meeting was held at 10:00 a.m. on June 5, 2013 in the Public Works Department's Conference Room. Rowe Construction Company has agreed to final quantities and this change order will allow the contract to be closed.

FINANCIAL IMPACT: The change order will be paid out of 40100100 - 72520 Capital Improvement-Buildings (40100100 - 72520) for \$20,391.50 and Lake Maintenance - Street Construction & Improvements (50100140 - 72530) by \$15,855.26. The Capital Improvement - Street Construction & Improvements (40100100 - 72530) will decrease by \$178.94.

40100100-72530 General Fund Streets

| | |
|-------------------|----------------|
| Original Contract | \$1,000,000.00 |
| Work completed | 999,821.06 |
| Remaining Balance | 178.94 |
| Change Order #1 | (178.94) |

40100100-72520 Fire Department

| | |
|-------------------|--------------|
| Original Contract | \$150,000.00 |
| Work completed | 170,391.50 |
| Remaining balance | (20,291.50) |
| Change Order #1 | 20,291.50 |

50100140-72530 Water Department Lake Bloomington Streets

| | |
|-------------------|--------------|
| Original Contract | \$150,000.00 |
| Work completed | 165,855.26 |

| | |
|-------------------|-------------|
| Remaining balance | (15,855.26) |
| Change Order #1 | 15,855.26 |

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, PE, City Engineer

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

RESOLUTION NO. 2014 – 10

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$36,067.82 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND ROWE CONSTRUCTION CO.**

WHEREAS, the City of Bloomington has previously entered into a contract with Rowe Construction Co.; and

WHEREAS, for the reasons set forth in a staff report dated October 13, 2014 it was necessary to use additional hot-mix asphalt at Lake Bloomington and additional pavement work at Fire Station #3; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the October 13, 2014 memo was in the best interest of the citizens of the City of Bloomington.

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

That a change order in the amount of \$36,067.82 in the contract between the City of Bloomington and Rowe Construction Co., be approved.

ADOPTED this 13th day of October, 2014.

APPROVED this 14th day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

Motion by Alderman Painter, seconded by Alderman Schmidt that Change Order #1 to the 2013 Street and Alley Repair Contract, with Rowe Construction Co. be approved, in the net amount of \$36,067.82, and the Resolution adopted.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Sale of Community Development Block Grant (CDBG) Owned Property – 1203 N. Clinton

RECOMMENDATION/MOTION: Recommend that the sale of 1203 N. Clinton to Rev. Jennifer Edwards Bertrand be approved, in the amount of \$24,501, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: 4e. Strong partnership with residents and neighborhood associations. Protection of property values.

BACKGROUND: The City, through its CDBG program, obtained ownership of 1203 N. Clinton in October 2013, in lieu of demolition. \$39,228 was expended for environmental testing, animal trapping, clean out of hoarded items, demolition, and clearance.

Housing and Urban Development (HUD) requires that CDBG owned property be disposed of within a short amount of time to ensure properties return to usefulness and to minimize costs

associated with property maintenance. If selling CDBG acquired property, HUD requires that the property be sold for fair market value. An appraisal of \$22,000 was obtained in May 2014 for the vacant lot located at 1203 N. Clinton.

Normally, buildable lots obtained by CDBG are deeded to Habitat for Humanity for the construction of affordable housing. However, due to size of the homes in the area, Habitat would not be able to construct an affordable home that would be consistent with the size and design of those in the neighborhood.

The lone restriction states that proceeds be recorded as Program Income and used for eligible activities. These funds will probably be directed to a housing rehab project or another demolition project.

On Friday, September 5, 2014, one bid was received in the amount of \$24,501 from Rev. Jennifer Edwards Bertrand, 1201 N. Clinton Blvd. As required, proof of funds was also provided. The buyer intends to utilize the property as additional green space for her family. Legal has prepared a contract for sale, which is attached for your review.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Habitat for Humanity; local builders/developers; neighbors; and Lot for Sale Ad in the Pantagraph from August 23 – 29, 2014.

Prior to demolition, City staff met with and conducted a walk-through of the property with Steve Park, builder/developer. The property's disposition was discussed with Habitat for Humanity; Andy Streenz, who is affiliated with the Old House Society prior to demolition. Amelia Buragas, 23 Whites Pl., expressed an interest in the property. In addition, Matt Edwards, former owner of 1201 N. Clinton St. and Rev. Bertrand, current owner of 1201 N. Clinton, had expressed interest. The property owner to the north, 1205 N. Clinton was also informed prior to, during and after demolition. Residents within a two to four (2 – 4) block radius were notified prior to demolition.

FINANCIAL IMPACT: The sale of the property will provide reimbursement of CDBG funds expended for demolition and property maintenance. The revenue will be recorded in Community Development Administration-Sale of Property (22402410 – 57110 - 50000). The sale of the property was not budgeted in FY 2015 Budget. For stakeholders the FY 2015 CDBG Budget can be located in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" beginning on page 30.

Respectfully submitted for Council consideration.

Prepared by: Sharon Walker, Division Mngr. - Code Enforcement

Reviewed by: Tom Dabareiner, Director of Community Development
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:

David A. Hales
City Manager

AGREEMENT TO PURCHASE

This Agreement between the CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, a municipal corporation organized under the laws of the State of Illinois, whose mailing address is 109 East Olive Street, P.O. Box 3157, Bloomington, Illinois 61702-3157 (the “Seller”) and RYAN BERTRAND and JENNIFER EDWARDS BERTRAND, whose mailing address is 1201 N. Clinton Boulevard, Bloomington, Illinois 61701 (the “Buyer”).

Seller agrees to sell and Buyer agrees to buy, upon the terms and conditions set forth herein, all of Seller’s rights, title and interest in the real estate located at 1203 North Clinton Boulevard, Bloomington, Illinois, 61701 and legally described on Exhibit A attached hereto (the “Property”), together with all easements, rights of way, privileges, appurtenances and rights to the same belonging to and inuring to the benefit of the Property.

Section 1. Price and Terms.

The purchase price shall be Twenty-Four Thousand, Five Hundred and One Dollars (\$24,501.00), due and payable from Buyer to Seller at closing.

Section 2. Method of Payment.

Buyer shall pay the purchase price in cash, cashier’s check, certified funds or the equivalent on or before the _____ day of _____, 2014, and on receipt of deed.

Section 3. Closing.

This Agreement shall be closed on or before the _____ day of _____, 2014. Seller shall surrender possession of the Property to Buyer at closing. Prior to closing, Seller agrees that Buyer and Buyer’s agents or representatives shall have the right to enter upon the Property during normal business hours for the purpose of inspecting the Property.

Section 4. Conveyance.

At closing Seller shall convey and transfer the Property to Buyer by warranty deed. At the same time the purchase price shall be paid and all documents relative to the transaction shall be signed and delivered.

Section 5. Performance.

This is an enforceable Agreement placing specific obligations on the Buyer and Seller. Either party is entitled to all legal remedies available under law or equity, including suit for specific performance or damages.

Section 6. Taxes.

Unless otherwise provided for herein, all general real estate taxes shall be prorated as of the date of delivery of possession of the premises to Buyer, and by allowance of Seller's share thereof being a credit against the purchase price at closing, based upon the latest known assessed valuation and latest known tax rate. Further, the parties agree that the real estate taxes shall be re-prorated for a given year upon receipt of the actual real estate tax bills. The re-proration shall be done by the party receiving the tax bill with notice to the other party. If the re-prorated amount differs from the credit amount by \$100.00 or more, Seller shall pay Buyer, or Buyer shall pay Seller, the appropriate adjustment within fifteen (15) days from receipt of the re-proration computation (or receipt of the actual tax bill, whichever is received first by the party obligated to pay the adjustment). All transfer taxes shall be paid by Seller. This provision shall survive closing and delivery of deeds.

Section 7. Risk of Loss.

This Agreement is subject to the State of Illinois Uniform Vendor and Purchaser Risk Act (765 ILCS 65/1), which provides, in general, that the Seller shall bear the risk of loss until transfer of possession or receipt of deed, whichever occurs first.

Section 8. Seller's Representations, Warranties and Covenants.

Seller hereby represents, warrants and covenants to Buyer as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

- A. Seller is the sole owner of the Property and has full right and authority to transfer such title to Buyer.
- B. Seller has the power and authority to execute this Agreement and to perform the obligations imposed on Seller hereunder.
- C. There are no matters of litigation, administrative actions or arbitration pending or threatened against Seller with respect to the Property or against the Property, and

Seller has no knowledge of any environmental defect or problem in or on the Property.

Section 9. Operations on the Property.

Seller agrees that, during the time between the execution of this Agreement and the date of closing, it shall not grant any leases, easements or licenses on the Property and shall not improve the Property or erect any structures or improvements thereon or in any manner change the Property without Buyer's prior written consent.

Section 10. Buyer's Representations and Warranties.

Buyer hereby represents and warrants to Seller as to the following matters, each of which is warranted to be true and correct as of the date hereof, and also to be true and correct as of the date of closing.

- A. Buyer has the legal capacity to enter into this Agreement.
- B. There are no matters of litigation, administrative actions or arbitration pending or threatened against Buyer with respect to the subject matter of this Agreement.

Section 11. Brokers.

Seller represents and warrants to Buyer that they have not utilized the service of any real estate broker, salesperson or finder in connection with this Agreement or the transaction contemplated hereby.

Section 12. General Conditions and Stipulations.

(a) Time shall be considered to be of the essence of this Agreement. This Agreement shall extend to and be obligatory upon the heirs, successors and assigns of the parties hereto. If there be more than one Seller or Buyer, the word "Seller" or "Buyer" wherever used herein shall, respectively, be construed to mean Sellers or Buyers, and the necessary grammatical plural changes shall in all cases be assumed as though in each case fully expressed.

(b) All notices and demands herein required or given hereunder shall be in writing. The mailing of any such notice or demand to Seller or to Buyer at their respective addresses hereinbefore set forth shall be considered sufficient service thereof.

(c) This Agreement contains all the terms and conditions agreed upon by parties hereof, and supersedes all oral agreements, regarding the subject matter of this Agreement and may only be amended or altered in writing signed by all parties.

(d) This Agreement may be executed on one or more counterparts by any of the parties hereto which, taken collectively, shall bind the parties as if a single document has been executed by all of them.

(e) This Agreement shall be construed and interpreted in accordance with, and governed by, the laws of the State of Illinois.

(f) This Agreement is contingent upon approval by the Bloomington City Council.

Section 13. Attorney's Fees and Expenses.

Should either Seller or Buyer be required to incur attorney's fees, costs and/or other expenses (including expenses of litigation) as a result of the other party's failure to perform any obligation pursuant to the terms of this Agreement, then the party so failing to perform shall be liable to the other party for any reasonable attorney's fees, costs, and expenses (including expenses of litigation) incurred by such other party. This provision shall survive closing and delivery of deeds.

IN WITNESS WHEREOF, Buyer and Seller have made and executed this Agreement this _____ day of October, 2014.

SELLER:

CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

By: Tari Renner, Mayor

Attest: Tracey Covert, City Clerk

BUYER:

RYAN BERTRAND and JENNIFER EDWARDS BERTRAND

By: _____
Ryan Bertrand

By: _____
Jennifer Edwards Bertrand

Attest: _____

EXHIBIT A

LEGAL DESCRIPTION

Lot 67 in White Place Addition to the City of Bloomington, in McLean County, Illinois.

PIN: 14 – 33 - 480 - 006

Motion by Alderman Painter, seconded by Alderman Schmidt that the sale of 1203 N. Clinton Blvd. to Rev. Jennifer Edwards Bertrand be approved, in the amount of \$24,501, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Intergovernmental Agreement with District 87 for Providing Salt for 2014/2015 Winter Season at a Cost of \$61.01 per Ton

RECOMMENDATION/MOTION: Recommend that the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City purchases salt every year for its snow operations through the State of Illinois contract. In the past, the City has sold a small amount of salt to District 87 to supplement their snow operations. In an effort to assist our local school district, staff has negotiated an agreement this year to provide District 87 with a small amount of salt. The amount of salt covered under the agreement is 2.8% of the normal amount used in any given year and should not affect the quality of snow operations that the citizens are used to receiving.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: District 87.

FINANCIAL IMPACT: The City will charge District 87 at a cost of \$61.01 per ton which is comprised of the raw material cost of \$56.01 per ton in addition to overhead costs which includes storage, hauling and loading fee of \$5.00 per ton. This revenue was appropriated in the FY 2015 Budget in Snow & Ice – Other Miscellaneous Revenue account (10016124 - 57990). Stakeholders can locate this in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 350.

Respectfully submitted for Council consideration.

Prepared by: Jim Karch, PE CFM, Director of Public Works
Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager
Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager
Legal review by: Angela Fyans-Jimenez, Deputy Corporation Counsel
Recommended by:

David A. Hales
City Manager

**Intergovernmental Agreement Between the City of Bloomington and
Bloomington Public Schools, District 87**

In order to better conserve taxpayer dollars, the City of Bloomington (hereafter “City”) and Bloomington Public Schools, District 87 (hereafter “District 87”) hereby enter into the following agreement regarding road salt from the date of its execution through April 30, 2015.

1. The City store and load the salt from its 502 South East Street salt storage facility. District 87 will provide the transportation from this salt storage facility.
2. The City of Bloomington would prefer, but does not require, that the total salt distribution be taken by District 87 at one time. Loading of the salt will need to be arranged by District 87 with the City a minimum of 48 hours prior to the date of request. The City reserves the right to deny the timeline of pickup given based upon daily operations of the City.
3. The salt will be paid for by District 87 at a cost of \$61.01 per ton (this cost includes the raw material cost of \$56.01 per ton plus a storage, handling and loading fee of \$5 per ton).
4. The amount of salt provided to District 87 shall not exceed 250 tons prior to April 30, 2015.
5. This agreement shall be effective as of the date it is passed by the final party to do so.

Passed this 13th day of October, 2014.

Tari Renner, Mayor
City of Bloomington

ATTEST:

Tracey Covert
City Clerk

Passed this _____ day of _____, 2014

Michael Harrison, Board President
Bloomington Public Schools, District 87

Motion by Alderman Painter, seconded by Alderman Schmidt that the Agreement with District 87 for providing salt be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Professional Engineering Services Agreement with Farnsworth Group for the Design of Relocating the Two (2) Twenty-four Inch (24”) Water Transmission Mains at the Main St. Bridge in the Town of Normal and a Study of Lining the Cast Iron Twenty-four Inch (24”) Transmission Main

RECOMMENDATION/MOTION: Recommend that the Agreement with the Farnsworth Group for the design to relocate the two (2) twenty-four inch (24”) transmission mains at the Main St. Bridge crossing and a study for lining the cast iron transmission main be approved, in the amount of \$18,200, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term and 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The Illinois Department of Transportation (IDOT) is replacing the Main St. Bridge that crosses Sugar Creek in the Town of Normal. The City has two (2) twenty-four inch

(24”) transmission mains that are located under the bridge. With the bridge replacement the City has to relocate these two (2) mains. The mains will need to be relocated before IDOT can start the bridge work in the spring 2015. These transmission mains provide water from the Fort Jesse pump station to the underground storage reservoirs at the Division St. pump station.

In addition, the contract with Farnsworth Group will provide a study of lining the cast iron transmission main that is located in the Town of Normal. The cast iron transmission main was constructed in 1929. Over the years, City staff has made numerous repairs on the joints of the pipe where they are failing. Staff recommends having the study done to see if it would be economically feasible to have the transmission main lined, which would diminish, if not eliminate, the need to repair any further joints or cracks.

Proposals were received from five (5) companies in reference to Request for Proposal (RFP #2015 – 24). Below is the RFP breakdown:

| Company Name | City, State | Proposal Price | Water Main Lining | Alternate |
|------------------|------------------|----------------|-------------------|-------------------|
| Baxter & Woodman | Crystal Lake, IL | \$21,100.00 | \$27,400.00 | \$20,500.00 (add) |
| Clark Dietz | Champaign, IL | \$26,800.00 | \$9,200.00 | \$14,900.00 (add) |
| CMT | Springfield, IL | \$24,375.00 | \$17,200.00 | \$23,735.00 (add) |
| Farnsworth | Bloomington, IL | \$9,700.00 | \$8,500.00 | \$9,700.00 (add) |
| HRGreen | Evanston, IL | \$582,000.00 | Included | Included |

Accordingly staff recommends Farnsworth Group Inc. be selected as the firm best able to perform the design work on both the relocation and lining study.

Under the proposed professional engineering services agreement, the selected engineering firm will be performing analysis, completing studies and preparing design plans and specifications. If required, an amendment to the agreement for this future work will be created and submitted to Council for approval at that time. This phased approach allows staff to determine work load at the time of construction and more accurately determine outside assistance requirements. The contract amount included in the Professional Engineering Services Contract will be a not to exceed amount. The final overall rates and fees proposed by Farnsworth Group, Inc. are fair, appropriate and competitive for the scope of work included.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: IDOT and the Town of Normal.

FINANCIAL IMPACT: The funds are budgeted in the Water Transmission & Distribution - Engineering Services (50100120 - 70050) FY 2015 Budget. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on page 137.

Respectfully submitted for Council consideration.

Prepared by: Brett Lueschen, Interim Water Director

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

CITY OF BLOOMINGTON AGREEMENT FOR PROFESSIONAL SERVICES WITH FARNSWORTH GROUP

THIS AGREEMENT, dated this 17th day of October, 2014, is between the City of Bloomington (hereinafter “CLIENT”) and the Farnsworth Group (hereinafter “FARNSWORTH”).

WHEREAS, CLIENT sought proposals from professional engineering service firms for the design and bidding of relocating two 24-inch diameter raw water transmission mains along Sugar Creek due to the scheduled Main Street Bridge replacement (hereinafter sometimes collectively referred to as “Project”); and

WHEREAS, the CLIENT and FARNSWORTH desire to enter into this Agreement to set forth the terms and conditions of the work to be performed.

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Scope of Services. FARNSWORTH hereby agrees to provide the following services in relation to the Project:

- (A) Design and bid the relocation of two 24-inch diameter raw water transmission mains along Sugar Creek;
- (B) Investigate water main lining alternatives for the raw water transmission mains from Fort Jesse Road to the City’s Water Treatment Plant; and
- (C) Design and coordinate the Project’s bid, including preparation of detailed plans and specifications, as well as permitting and bidding services.

Section 3. Incorporation of RFP & Proposal Terms. The provisions of RFP #2015-24, a Request for Proposal for Design of the Raw Water Transmission Main Relocation at the Main Street Bridge for the City of Bloomington, including Addendum #1 and Addendum #2, as well as the proposal submitted by FARNSWORTH, shall be incorporated into this Agreement

and made a part thereof and shall be considered additional contractual requirements that must be met by FARNSWORTH. In the event of a direct conflict between the terms of the RFP/Proposal and this Agreement, the terms of Agreement shall govern.

Section 4. Fees/Invoices. For its services, CLIENT agrees to pay FARNSWORTH a fee of \$9,700 for the design work and \$8,500 for the water main lining work. Charges for services will be billed at least as frequently as monthly, and at the completion of the Project.

Section 5. Termination. This Agreement may be terminated by either party upon written notice. Any termination shall only be for good cause such as lack of performance, negligent actions, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, FARNSWORTH will be paid for all services and expenses rendered to the date of termination.

Section 6. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project, or on any other project. Nothing herein, however, shall limit the CLIENT'S right to use the documents for municipal purposes, including but not limited to the CLIENT'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction.

Section 7. Standard of Care. Services performed by FARNSWORTH under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 8. General Liability Insurance and Limitation. FARNSWORTH shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CLIENT and CLIENT shall be named as an additional insured under the policy. FARNSWORTH shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH shall not be responsible for any loss, damage or liability arising from any act or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on the Project over which FARNSWORTH has no supervision or control.

Section 9. Indemnification. To the fullest extent permitted by law, FARNSWORTH shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with FARNSWORTH's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any

other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 10. Consequential Damages. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to this Project or this Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty.

Section 11. Assignment. Neither party to this Agreement shall transfer, sublet, or assign any rights or duties under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party. Subcontracting to subconsultants, normally contemplated by FARNSWORTH as generally accepted business practice, shall not be considered an assignment for purposes of this Agreement.

Section 12. Duty to Advise, Supervise and Inspect. FARNSWORTH will advise CLIENT in writing of any omissions, substitutions, defects, and deficiencies noted in the work of contractors. FARNSWORTH shall visit the project once a week, or more often when the nature and progress of the work and the interests of CLIENT require an increase in the frequency of such visits.

Section 13. Dispute Resolution. In an effort to resolve any conflicts that arise during the design and construction of this Project or following completion of this Project, the CLIENT and FARNSWORTH agree that all disputes between them arising out of or relating to this Agreement or this Project shall be submitted to nonbinding mediation. If the dispute is not resolved by mediation, either party may bring suit in McLean County Circuit Court.

Section 14. Right of Entry. CLIENT shall provide for FARNSWORTH's right to enter property owned by CLIENT and/or others in order for FARNSWORTH to fulfill the scope of services for this Project.

Section 15. Confidentiality. Each party shall retain as confidential, all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission, and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not disclose such information to any third party except as may be required by law.

Section 16. Third Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH. FARNSWORTH's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH because of this Agreement or the performance or nonperformance of services hereunder. CLIENT and FARNSWORTH agree to require a similar provision in all contracts

with contractors, subcontractors, subconsultants, vendors, and other entities involved in this Project to carry out the intent of this provision.

Section 17. Severability. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

Section 18. Survival. Notwithstanding completion or termination of the Agreement for any reason, all rights, duties, obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

Section 19. Entire Agreement. Notwithstanding the incorporation of the Request for Proposals and FARNSWORTH'S proposal, this Agreement is the entire Agreement between the CLIENT and FARNSWORTH. It supersedes all prior communications, understandings and agreements, whether written or oral. Both parties have participated fully in the preparation and revision of this Agreement, and each party and its counsel have reviewed the final document. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both CLIENT and FARNSWORTH.

Section 20. Time for Services. Time is of the essence. FARNSWORTH shall provide the services required by this agreement in conformance with the project schedule adopted by the CLIENT and the terms and conditions set forth in the RFP.

Section 21. Modification to the Agreement. CLIENT or FARNSWORTH may, from time to time, request modifications or changes in the scope of services to be performed hereunder. Such changes, including any increase or decrease in the amount of FARNSWORTH'S compensation, to which CLIENT and FARNSWORTH mutually agree shall be incorporated in this Agreement by a written amendment to the Agreement.

Section 22. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 23. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall be construed in a neutral manner.

Section 24. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 25. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 26. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

FARNSWORTH ENGINEERING

By: Tari Renner
Its Mayor

By: Steve Myers
Its Principal

ATTEST:

By: Tracey Covert
City Clerk

Motion by Alderman Painter, seconded by Alderman Schmidt that the Agreement with Farnsworth Group for the design to relocate the two (2) twenty-four inch (24") Water Transmission Mains at Main St. Bridge crossing and a study of lining the cast iron twenty-four inch (24") transmission main be approved, in the amount of \$18,200, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., requesting a GPBS liquor license which would allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: Recommend that a GPBS liquor license for Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., be approved contingent upon compliance with all health safety codes with the following condition: 1.) the Emergency Contact Sheet be amended to include an individual who resides in McLean County.

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 Tari Renner called the Liquor Hearing to order to hear the application of Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., requesting a GPBS liquor license which would allow the sale of packaged beer and wine for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, and Tracey Covert, City Clerk; and Will Sanders, General Manager and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. Will Sanders, General Manager and Applicant's representative, addressed the Commission. He noted that Pilot had held a liquor license at this location in the past. Pilot currently offered video gaming. The application was for packaged beer and wine only.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He cited Chapter 6. Alcoholic Beverages, Section 4B. Creation of New License – Findings, (14), which addressed video gaming. He noted that Pilot was a truck stop. A truck stop qualified under state law for a video gaming license. He noted that Pilot had held a liquor license, (packaged beer and wine only), in the past.

Commissioner Tompkins expressed his belief that a business needed a liquor license to qualified for a video gaming license under state law. Tracey Covert, City Clerk, added that truck stops were cited in state law as being eligible for video gaming.

Commissioner Jordan recalled that Pilot had held a liquor license.

Mr. Sanders believed that there was a point in time when a business could not have both, (video gaming and liquor license).

Commissioner Tompkins noted that the Emergency Contact Sheet should list someone who resided within McLean County. Mr. Sanders stated that Pilot would provide same.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council that a GPBS liquor license for Pilot Travel Centers LLC, d/b/a Pilot Travel Center #299, located at 1522 W. Market St., be approved contingent upon compliance with all health safety codes with the following condition: 1.) the Emergency Contact Sheet be amended to include an individual who resides in McLean County.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on September 2, 2014 in accordance with City Code. In accordance with City Code, approximately forty-nine (49) courtesy copies of the Public Notice were mailed on August 29, 2014. In addition, the Agenda for the September 9, 2014 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: Annual fee for a GBPS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Motion by Alderman Painter, seconded by Alderman Schmidt that a GPBS liquor license for Pilot Travel Centers LLC d/b/a Pilot Travel Center #299, located at 1522 W. Market St., be created contingent upon compliance with all applicable health and safety codes with the following condition: 1.) the Emergency Contract Sheet be amended to include an individual who resides in McLean County.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Lake Bloomington Lease Transfer Petition for Lot 11, Block 0 of Camp Peoria Point, from Herman Schoening III and Fred Schoening to Douglas Biever and Julia Baller-Biever

RECOMMENDATION/MOTION: That the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The sewage disposal system inspection was completed in August 2014. Both septic tanks were pumped at the time of inspection, and should be checked regularly. New pump and alarm systems have been installed. The seepage field is slightly undersized by current McLean County Health Department (MCHD) standards. The age of the sewage disposal system is over forty-three (43) years. The MCHD estimates sewage disposal systems have an average life span of approximately twenty to twenty-five (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: Not applicable.

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula, (\$0.40 per \$100 of Equalized Assessed Value), for determining the Lake Lease fee. With this transfer, the lake lease formula will generate about \$607.84 per year in lease income under Lake Maintenance - Lease Income (50100140 – 57590). Stakeholders can find this in the FY 2015 Budget Book titled “Other Funds and Capital Improvement Program” on page 146.

Respectfully submitted for Council consideration.

Prepared by: Connie Fralick, Office Manager

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Motion by Alderman Painter, seconded by Alderman Schmidt that the Lake Lease Transfer be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Review of the Petition Submitted by the City of Bloomington, a Municipal Corporation, Requesting Amendment of Chapter 44. Zoning, of the City Code, 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals and 3. Meetings, Hearing, Procedures and Rules, (Z – 07 – 14)

RECOMMENDATION/MOTION: Recommend that the Text Amendment be approved and the Ordinance passed.

STRATEGIC PLAN LINK: Goal 3. Grow the local economy and Goal 1. Financially sound City providing quality basic services. Objective C, Engaged Residents That Are Well Informed and That Are Involved in an Open Governance Process

STRATEGIC PLAN SIGNIFICANCE: Objective 3a. Retention and growth of current local businesses and Objective c. Engaged residents that are well informed and that are involved in an open governance process.

The text amendment has a provision which will enable a local snack food manufacturing company to grow and expand their facility at the present location which currently is prohibited in this zoning district. The amendment will also change the meeting time for the Zoning Board of Appeals, (ZBA), to enable more citizens to attend their public hearings and thus provide a more open governance process.

BACKGROUND: This text amendment has two (2) components, one (1) pertaining to manufacturing and the other addresses the meeting time of the ZBA. The first part relates to the Nestle Corporation which has a manufacturing facility on Beich Rd. and may be expanding their facility in the near future. The Zoning Ordinance currently prohibits this use in the M - 1, Restricted Manufacturing District. Therefore they cannot expand the manufacturing plant without an ordinance change. The amendment adds a line item entitled *Snack Food Manufacturing* to the *Table of Authorized Principal Uses*. It will make this type of manufacturing allowed in the M - 1 zone as well as the M - 2, General Manufacturing District.

The second part of the amendment proposes to change the meeting time for the ZBA from 3:00 to 4:00. The time change is intended to accommodate more citizens who might be unable to attend at the earlier time. The ZBA discussed the change and agreed that this time should be appropriate in that other boards or commissions meet at 4:00 p.m. In addition, there has not been complaints from citizens who attend or have an interest in attending those meetings.

PLANNING COMMISSION: This case was before the Planning Commission for a public hearing and review on September 10, 2014. Staff spoke in this case and explained the amendment and how the current ordinance prohibits candy manufacturing in the M - 1 district. Other communities in Illinois were highlighted. It was noted that the Town of Normal has the same provision as what was proposed. A representative from the Nestle Corporation spoke and stated that their products do not require heavy manufacturing. He did not want the M - 1 district to allow heavy industrial land uses. He added that Nestle may consider another type of product manufacturing at some point in the future. Staff also addressed the need to change the time of the ZBA meeting. No member of the public spoke in support of this item. No one addressed the Commission in opposition to either aspect of the amendment.

The Planning Commission discussed the amendment and whether an alternative approach to what was proposed by staff was more appropriate. The alternative instead of adding *Snack Food Manufacturing* to the *Table of Authorized Principal Uses* would merely change the land use named, *Food and Kindred Industries*, which is a provision currently in the *Table of Authorized Principal Uses*, but only allowed in the M - 2 District. This alternative would amend the code such that *Food and Kindred Industries* would be a permitted use in the M - 1 district as well the M - 2 District. The consensus was that this alternative approach could create issues because heavy food manufacturing or processing plants would be allowed in any M - 1 district throughout the City and could be incompatible with adjacent land uses. The Planning Commission agreed to accept and recommend the language as proposed by staff.

The Planning Commission agreed with the ZBA's thinking that the 4:00 p.m. time should be appropriate and noted that the Commission met at 4:00 p.m. There have not been complaints from citizens who wanted to attend but could not because of the meeting time. The Planning Commission voted to recommend approval of the text amendment by a vote of 7 - 1.

Based upon the need for expansion of snack food manufacturing and the adjustment in the meeting time for the ZBA, staff believes that the amendment is appropriate and therefore supports this request.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph in accordance with City Code. Courtesy copies of the Public Notice were mailed to fifteen (15) architectural and engineering firms.

FINANCIAL IMPACT: If the amendment is approved, there will be a significant increase in property tax revenue from the Nestle site after the facility's expansion.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

Financial & Budgetary review by: Carla A. Murillo, Budget Manager

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

PETITION FOR ZONING TEXT AMENDMENT

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 City of Bloomington, McLean County, Illinois, a municipal corporation hereinafter referred to as you petitioner respectfully representing and requesting as follows:

1. That the text of Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules of the Bloomington City Code, 1960 no longer contributes to the public welfare for the following reasons:
 - A. The ordinance does not provide for snack food manufacturing as a permitted use in the M-1, Restricted Manufacturing District.
 - B. The 3:00 meeting time for the Board of Zoning Appeals is often difficult for citizens to attend.
2. That your petitioner hereby requests that said Sections be amended as hereinafter proposed in Exhibits A.
3. That the approval of said amendment s will substantially reflect the philosophy and intent of Chapter 44 of the Bloomington City Code, 1960.
4. That the approval of said amendment s will offer benefits to the general public in excess of the hardships, limitations or restrictions imposed upon any definitive faction of the City of Bloomington, McLean County, Illinois that is affected by the proposed text of said Sections.

WHEREFORE, your petitioner respectfully prays that this petition to amend Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules, of the Bloomington City Code, 1960 as stated herein be approved in the public interest.

Respectfully submitted,

By: Tom Dabareiner
Director of Community Development

ORDINANCE NO. 2014 - 103

**AN ORDINANCE TO AMMEND THE TEXT OF CHAPTER 44, SECTIONS 44.6-30
TABLE OF AUTHORIZED PRINCIPAL USES IN EACH ZONING DISTRICT AND
44.13 ADMINISTRATIN AND ENFORCEMENT, E. BOARD OF ZONING APPEAL 3.
MEETING, HEARING, PROCEDURES AND RULES OF THE BLOOMINGTON CITY
CODE, 1960**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition praying for the amendment of Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules of the Bloomington City code, 1960; and

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

WHEREAS, the text amendment prayed for in said Petition is in the public interest; and

WHEREAS, the City Council of said City has the power to pass this Ordinance to amend said Sections of Chapter 44 of the Bloomington City Code-1960.

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

1. That the Chapter 44, Section 44.6 - 30 Table of Authorized Principal Uses in Each Zoning District and Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules of the Bloomington City Code - 1960 shall and the same are hereby amended as hereinafter printed in Exhibit A.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 13th day of October, 2014.

APPROVED this 14th day of October, 2014.

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

EXHIBIT A

- A. Amend Section 44.6-30 Table of Authorized Principal Uses in Each Zoning District, by inserting alphabetically a new row in such table titled “Snack Food Manufacturing” under the grouping of Manufacturing Uses and in such row insert a “P” under the M-1 and the M-2 columns.

- B. Amend Section 44.13 Administration and Enforcement, E. Board of Zoning Appeals, 3. Meetings, Hearing, Procedures and Rules, by replacing in paragraph (a), “3:00” with “4:00”.

Motion by Alderman Painter, seconded by Alderman Schmidt that the Text Amendment 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, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Second Tolling Agreement with McLean County Land Trust CC-1

RECOMMENDATION/MOTION: Recommend that the Second Tolling Agreement with McLean County Land Trust CC-1 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks and Objective 5b. City decisions consistent with plans and policies.

BACKGROUND: The City and McLean County Land Trust CC-1 are parties to several annexation agreements from the 1990s related to the development of the Fox Creek Subdivision area. The Third Amendment is the final amendment to the Fox Creek Annexation Agreement, and effectively replaced the original annexation agreement and the first two (2) amendments, and became the parties’ agreement. The City contends that pursuant to the parties’ agreements, the owner owes the City development fees and additional work on a detention basin and on sidewalks in the 12th addition of the Fox Creek Subdivision. Paragraph 18 of the Third amendment provided that: “This Agreement shall be enforceable for a period of 20 years from

the date of passage of the annexation ordinance contemplated by this agreement.” Ordinance No. 1994 - 41, which ratified the Third Amendment, was passed on April 25, 1994 and approved on April 26, 1994. The effective term of the parties’ annexation agreement arguably ended on April 24, 2014. Section 11-15.1-4 of the Illinois Municipal Code provides that a “lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within 5 years from the date the cause of action accrued, whichever is later”.

On April 14, 2014, the City approved a tolling agreement to waive a right to claim that litigation should be dismissed due to the expiration of a statute of limitations. This agreement gave the parties an additional six (6) month period during which the parties were able to work together in good faith to resolve their differences and reach resolution. During the tolling period, the parties also waive any defense by way of any statute of limitations which would otherwise arise during such period.

The term of the current tolling agreement expires on October 14, 2014. Although the parties have resolved nearly all of the outstanding issues, additional time is needed to draft the necessary amendments to the annexation agreements and to finalize the details of the settlement. Accordingly, the parties desire to enter into a second tolling agreement to extend the period until January 13, 2015, to waive any defense by way of any statute of limitations which would otherwise arise during such period.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Snyder Development, A. Clay Cox and Edward R. Gower.

FINANCIAL IMPACT: It is estimated McLean County Land Trust CC-1 currently owes the City \$562,194.78 in development fees. There are other “punch list” items that are covered by this agreement that have not yet been estimated.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

SECOND TOLLING AGREEMENT

This Second Tolling Agreement is made and entered into on this 13th day of October, 2014, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993, herein referred to as “Owner”.

WHEREAS, David Fedor is the successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-1 dated September 1, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25, 1991;

WHEREAS, the parties entered into an original annexation agreement dated December 10 and 11, 1990, which was amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third amendment to the original annexation agreement effectively replaced the original annexation agreement and the first two amendments, and became the parties' agreement;

WHEREAS, sole beneficiary of the Owner is Fox Creek, Inc.;

WHEREAS, the annexation ordinance contemplated by the annexation agreement was passed by the Bloomington City Council on April 25, 1994;

WHEREAS, the City contends that pursuant to the parties' agreements the Owner owes the City development fees and additional work on a detention basin and on sidewalks in the 12th addition of the Fox Creek Subdivision;

WHEREAS, the effective term of the parties' annexation agreement arguably ends on April 24, 2014;

WHEREAS, section 11-15.1-4 of the Illinois Municipal Code provides that a "lawsuit to enforce and compel performance of the [annexation] agreement must be filed within the effective term of the agreement or within 5 years from the date the cause of action accrued, whichever is later"; and

WHEREAS, the parties previously entered into a Tolling Agreement dated April 14, 2014, to provide six months to negotiation resolution to the outstanding issues and the parties now believe it is in both of their interests to enter into this Second Tolling Agreement to allow three more months of negotiation; and

WHEREAS, the parties are working together in good faith to resolve their differences, and believe that they should be able to resolve some or all of their differences in three months and believe that it would not be in either parties' interest to engage immediately in litigation.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

1. The "Effective Date" shall mean the date of October 13, 2014.
2. The "Termination Date" shall mean the date of January 13, 2015.

3. With respect to any claims arising out of the annexation agreement, as amended, that the Parties may have against each other, the Parties agree that any applicable statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable are tolled during the period of time from the Effective Date to the Termination Date. The period of time from the Effective Date until the Termination Date shall not be taken into account in calculating the period of any applicable statute(s) of limitations, statute(s) of repose, or laches.

4. Any claims instituted before or on the Termination Date will be deemed to have been filed on the Effective Date for purposes of any statute(s) of limitations, statute(s) of repose, laches, or any other defense(s) applicable to the time within which the claims arising out of the annexation agreement, as amended, are filed between the Parties.

5. The parties acknowledge that it is the desire and intention of both parties to execute a full amendment of the Annexation Agreement for the sole purpose extending the enforcement date of the Annexation Agreement but that there is insufficient time meet all statutory requirements for approval of such amendment before April 25, 2014 and/or the extension date within the original Tolling Agreement of October 14, 2014.

6. All parties will cooperate to meet the statutory requirements for approval of an amendment of the annexation agreement and as soon as all statutory requirements for approval of an amendment to the annexation agreement have been met, the parties will execute a fourth amendment to the annexation agreement on terms identical to those set forth on the attached Exhibit A. Adoption of the Exhibit A attached hereto, and the requirements for same, shall replace the requirements in paragraph 6 of the Tolling Agreement dated April 14, 2014.

City of Bloomington, Illinois,
A Municipal Corporation

By: Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

McLean County Land Trust CC-1 Dated
September 1, 1993

David Fedor, as Trustee

EXHIBIT A

FOURTH AMENDMENT TO ANNEXATION AGREEMENT

This Agreement is made and entered into on this ____ day of _____, 201__, by and between the City of Bloomington, McLean County, Illinois, herein referred to as "City" and David Fedor, as Trustee of McLean County Land Trust CC-1 dated September I, 1993, herein referred to as "**Owner**".

WHEREAS, David Fedor is the successor in interest to Mercer Turner, as Trustee of McLean County Land Trust CC-I dated September I, 1993 and to both First of America Trust Company, as trustee of the land trust The Peoples Bank, as trustee of land trust 21-040000 and PBB-232, dated January 25,1991;

WHEREAS, this is the fourth amendment to the original annexation agreement dated December 10 and 11, 1990, which was previously amended on February 25, 1991, August 24, 1992 and February 25, 1994;

WHEREAS, the third amendment to the original annexation agreement effectively replaced the original annexation agreement and the first two amendments, and became the parties' agreement;

WHEREAS, sole beneficiary of the Owner is Fox Creek, Inc.; and

WHEREAS, the parties desire to amend their agreement to extend the period of time during which their agreement may be enforced to provide an additional six months to try and reach agreement with respect to outstanding issues concerning fees owed, a detention basin and completion of the punch list for the 12th addition of the Fox Creek Subdivision.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

7. Paragraph 18 of the April 25, 1994 third amendment to the original annexation agreement dated December 10 and 11 is amended by eliminating the current language and replacing it in its entirety with the following language:
18. This Agreement shall be enforceable up through and including January 13, 2015. This Agreement is binding upon the parties hereto, and their heirs, successors and assigns.
8. Except as amended as set forth above, all of the provisions of the April 25, 1994 third amendment to the original annexation agreement dated December 10 and 11, 1991 are unchanged and remain enforceable.

City of Bloomington, Illinois,
A Municipal Corporation

By: Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

David Fedor, as Trustee of McLean County
Land Trust CC-1 dated September 1, 1993

Motion by Alderman Painter, seconded by Alderman Schmidt that the Second Tolling Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Rejection of Bids for Police Department's Training Facility Mold Remediation, (Bid #2015 – 29)

RECOMMENDATION/MOTION: Recommend that the bids for the mold remediation project be rejected, and the project be rebid.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2e. Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: On September 3, 2014 at 2:00 P.M., bids were publicly opened and read for the Police Department's Training Facility Mold Remediation project. Bid 1 was for the indoor gun range and Bid 2 was for the training building.

The following bids were submitted:

| Company | Bid 1 | Bid 2 | Total |
|------------------------|--------------|--------------|--------------|
| Menold Construction | \$38,331.04 | \$84,049.37 | \$122,380.41 |
| Core Mechanical | \$36,909.15 | \$36,909.15 | \$73,818.30 |
| Servpro of Bloomington | \$64,163.14 | \$136,351.65 | \$200,514.79 |

Both Menold Construction and Core Mechanical failed to submit properly completed bid packets. Menold Construction failed to sign the bid and also did not provide a bid bond. Core Mechanical failed to provide a bid bond.

Servpro of Bloomington's bid exceeded the budgeted amount allotted for this project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on August 12, 2104. A total of three (3) bids were received by the September 3, 2014 deadline.

FINANCIAL IMPACT: Funding for this project was allotted as part of FY 2015 Budget. The Police Department is trying to act in good faith and maintain our budget, hence the request to reject the current bids and request that the project to be rebid.

Respectfully submitted for Council consideration.

Prepared by: Kenneth Bays, Asst. Police Chief

Reviewed by: Brendan Heffner, Police Chief

Financial & budgetary review by: Carla Murillo, Budget Manager

Legal review by: Jeff Jurgens, Corporation Counsel

Recommended by:

David A. Hales
City Manager

Alderman Fruin thanked City staff for the clarification. He cited the age of the shooting range. There was a new private range in town. He questioned opportunities to regionalize. This facility's use went beyond the City. He cited the revenue from the Town of Normal and McLean County. He addressed cost sharing. He believed that a model change was warranted. He restated his appreciation for staff's efforts on this item.

Motion by Alderman Fruin, seconded by Alderman Lower that the bids for the Mold Remediation project be rejected, and the project be rebid.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Application of A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week

RECOMMENDATION/MOTION: Recommend that a PAS liquor license for A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., be approved contingent upon compliance with all health safety codes with the following conditions: 1.) no single serve sales which were defined as forty ounces (40 oz.) of beer and/or sixteen ounces (16 oz.) of spirits or less, wine would be excluded; 2.) video surveillance cameras be installed on the building's exterior; and 3.) the building renovation plans be approved by the City.

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 Tari Renner called the Liquor Hearing to order to hear the application of A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., requesting a PAS liquor license which would allow the sale of all types of packaged alcohol for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief and Tracey Covert, City Clerk; and Sukhwinder Kaur, owner/operator and Applicant's representative; and Mac Arnold, Applicant's attorney.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. Mac Arnold, Applicant's attorney, addressed the Commission. He stated that the plan was to renovate the property. A professional plan would be provided by an engineering firm after the City's approval of this application. This plan would include the HVAC, (Heating, Ventilating and Air Conditioning), systems, etc. He noted that there was no grandfathering. He added that any action by the Commission would be contingent upon approvals by the City's PACE, (Planning and Code Enforcement), Department. His client was willing to invest in this property. She currently resided in Morton, IL but planned to relocate to the City. The current liquor license at this location was a TAPS, (Tavern, All types of alcohol, Packaged, Sunday sales). At the current Pub I, the liquor store was on the left and the tavern was on the right. Pub I would become a convenience store. It would fill a niche.

He hoped that the Commission would consider this request prior to the building improvements. His client was not interested in single serve sales. Pub I was located in the former Boylan's candy building. The building would be brought up to code. His client had experience. She had been a prime operator who had recently sold a store located in Creve Coeur, IL. She was a successful business woman who had financial backers. She also had liquor sales experience.

Commissioner Jordan restated that there would be no single serve sales.

Mr. Arnold believed that his client should address this question. He restated that Pub I currently offered single serve sales. Pub I had been in business for forty-two (42) years. He raised the issue of fairness. He noted that the Commission had not expressed any concerns regarding the existing tavern.

Commissioner Tompkins questioned the applicant's liquor sales history/experience.

Sukhwinder Kaur, owner/operator and Applicant's representative, addressed the Council. She planned to offer fresh food, (i.e. produce), to the neighborhood.

Commissioner Jordan questioned the West Market St. Grocery located at 301 W. Market St., Unit B. Tracey Covert, City Clerk, addressed the Commission. West Market St. Grocery could not offer single serve items for sale. This condition was established by the property owner.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He questioned the applicant's liquor sales history.

Ms. Kaur did not have any violations. She had held a liquor license since the early 2000 at three (3) different establishments. She had been the manager/owner of these businesses. She added that she had financial partners.

Commissioner Tompkins questioned if Ms. Kaur was familiar with the City's liquor code. Ms. Kaur responded affirmatively.

Dennis Arnold, 504 N. Lee St., addressed the Commission. He currently served at the Gridley, Allin, & Prickett's, (GAP), Neighborhood Association's President. His home was contiguous with the Pub I. He noted Pub I's continuous ownership. He described a tavern as a control premise, only those twenty-one (21) and older were allowed. He expressed his concern regarding a packaged liquor license. He cited single serve sales, loitering by pedestrians, etc.

Commissioner Renner noted Mr. Arnold's preference for a tavern over a convenience store.

Mr. D. Arnold stated that no single serve sales were allowed in the area. He cited a level playing field. The Bloomington Normal Economic Development Council had labeled the neighborhood as an underserved area. He requested that the Commission and Council's actions be consistent to benefit the neighborhood. He noted the claim that single serve items had been offered for sale during the last forty-two (42) years. He believed that single serve sales had ceased approximately seven (7) years ago. He restated his concern regarding single serve sales.

Commissioner Jordan questioned if the GAP's Neighborhood Association planned to present the City with a petition.

Mr. D. Arnold noted the history of liquor license applications/proposals. He had lived in the neighborhood for thirty-two (32) years. The GAP Neighborhood Association would meet on Thursday, September 11, 2014.

Commissioner Tompkins noted that there was a tavern located next door to Mr. Arnold.

Commissioner Jordan expressed his interest in the neighborhood's thoughts regarding this application. Mr. D. Arnold recalled the past history.

Commissioner Jordan noted that the Applicant had agreed that there would not be any single serve sales. Mr. M. Arnold responded affirmatively.

Mr. D. Arnold restated that the tavern owner had control over the premises. Convenient stores were different. He believed that the neighborhood would welcome a retail outlet that offered fresh produce. The neighborhood had welcomed West Market St. Grocery located at 301 W. Market St., Unit B.

Cindy Arnold, 504 N. Lee St., addressed the Commission. She stated that John Rokos, owner/operator and License holder for Pub I, had been a good neighbor. A convenient store would offer a variety of items for sale. This would draw a mixture of people. There would be loitering in the parking lot. The area was not underserved in the area of liquor sales. The area did not need single serve sales. There were a number of community social service organizations in the neighborhood. There also was a school bus stop. She welcomed the sale of fresh produce. She requested that the Commission verify the conditions placed on West Market St. Grocery. *(Existing conditions: 1.) sale of packaged beer and wine would be limited to nothing smaller than a six (6) pack of beer and 750ml bottle of wine and 2.) no alcohol sales permitted before 9:00 a.m. on Monday through Friday.)*

Bruce Meeks, 1402 Wright St., addressed the Commission. He believed that the Commission lacked information regarding the Applicant. He noted John Rokos', current license holder, dedication to the neighborhood. He supported Ms. Kaur's efforts to address the neighborhood's food desert status. Single serve sales were an issue. These items provided the best profit margins. This application did not include a floor plan. He expressed his appreciation for the Applicant's interest in the neighborhood. He was not opposed to this application.

Commissioner Tompkins noted that all single serve sales were not equal, (i.e. cold single serve). He cited the neighborhood's concerns.

Commissioner Renner cited the investment needed in this property. The Commission could place conditions upon this application.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council that a PAS liquor license for A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W.

Market St., be approved contingent upon compliance with all health safety codes with the following conditions: 1.) no single serve sales which were defined as forty ounces (40 oz.) of beer and/or sixteen ounces (16 oz.) of spirits or less, wine would be excluded; 2.) video surveillance cameras be installed on the building's exterior; and 3.) the building renovation plans be approved by the City.

Motion carried, (unanimously).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice was published in the Pantagraph on September 2, 2014 in accordance with City Code. In accordance with City Code, approximately 193 courtesy copies of the Public Notice were mailed on August 29, 2014. In addition, the Agenda for the September 9, 2014 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: Annual fee for a PAS liquor license is \$1,410. Currently, there is a TAPS liquor license at this address with an annual fee of \$2,210. Net loss revenue of \$800

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner
Mayor

Alderman Schmidt noted that there had not been an outpouring of concern at the Liquor Commission hearing. She noted Dennis Arnold's, Gridley, Allin, & Prickett's, (GAP), Neighborhood Association's President, statements under Public Comment. There were concerns that other establishments would file for a liquor license. She cited Pop's application located at 918 W. Market St., for a liquor license as an example. She read from the Creation Findings portion of the City's Alcoholic Beverage code. A layout had not been provided. She cited the efforts of the West Bloomington Revitalization Project, (WBRP). She noted that the area had received an Attorney General's Office housing grant. She did not view this application as an improvement.

Mayor Renner cited the liquor hearing. He noted that conditions had been recommended, 1.) no single serve sales which were defined as forty ounces (40 oz.) of beer and/or sixteen ounces (16 oz.) of spirits or less, wine would be excluded; 2.) video surveillance cameras be installed on the building's exterior; and 3.) the building renovation plans be approved by the City). This application involved a change of ownership. This would not be a new liquor license along the Market St. corridor. There should be no disconnect between the Council and the Commission. He offered to take responsibility for same.

Alderman Stearns cited her appreciation to the residents/neighbors who were in attendance at the meeting. She believed that individuals came to Council meetings and not

Commission meetings. She recalled the past history of the neighborhood. The area was at risk. She would not support this item. The applicant was new and needed to have the neighborhood's support.

Mayor Renner cited the applicant's planned significant investment in this property

Alderman Lower cited economic aspects. A convenient store which offered fresh produce would be welcomed. The neighborhood was at risk. Small groups of individuals had created issues.

Alderman Schmidt stated that the neighborhood would welcome a grocery store. The applicant needed to change her business model. She encouraged the applicant to work with the WBRP, and the Old Towne and GAP Neighborhood Associations.

Alderman Black believed that there was a good model for a grocery store. He noted the neighborhood opposition. The west side faced complicated issues.

Alderman Fruin questioned the potential for compromise. He expressed his appreciation for the comments made. He supported the west side. Pub I was an established long term business. The issue was one of balance for the business and the neighborhood. He encouraged discussion between the various parties. He believed that the existing license classification, (i.e. tavern), would be less desirable. He hoped that there was the possibility for the building to be remodeled.

Mayor Renner encouraged the applicant to work with the WBRP.

Alderman Sage cited the rebuilt relationship between the Council and Commission.

Alderman Fruin noted the Commission's October 14, 2014 meeting agenda. He questioned the Commission and Council's plan for this area.

Mayor Renner noted that an application for a new liquor license faced a high burden. The Council could vote to deny this application and return it the Commission. He restated his encouragement to the applicant to work with the WBRP.

Motion by Alderman Schmidt, seconded by Alderman Black that a PAS liquor license for A-1 Liquor Mart, Inc., d/b/a Pub I, located at 505 W. Market St., be denied.

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

Ayes: Aldermen Stearns, Mwilambwe, Schmidt, Painter, Lower, Hauman, Sage, Fruin and Black.

Nays: None.

Motion carried.

The following was presented:

SUBJECT: Issues and Concerns to be Conveyed to the Illinois Department of Transportation, (IDOT)

RECOMMENDATION/MOTION: Presentation only.

STRATEGIC PLAN LINK: 5. Great place livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: IDOT will be hosting their annual regional open house on October 16, 2014, in Champaign to answer questions and hear concerns from the public and other government entities. The City will be represented by Public Works staff and will convey City's concerns to IDOT, both informally during the meeting and in writing. This memorandum and presentation to the Council to provide informational material and an invite comments and feedback.

Public Works identified five (5) issues/needs/topics that the staff will broach with IDOT. They are:

- Congestion mitigation plans for IL Rt. 9, (Empire St.), at Veterans Pkwy. This is a challenging intersection with heavy traffic. IDOT has budgeted \$2.5 million for a traffic congestion mitigation phase one engineering study. Staff's concern is that the item has been budgeted for the last five (5) years. Staff needs to impress upon IDOT a sense of urgency to proceed.
- A recommendation from the Main St. Feasibility Study was to reroute traffic on US Rt. 150/IL Rt. 9 on the City's west side. Currently, a short stretch of US Rt. 150/IL Rt. 9 runs along Lee St. past Bent Elementary School. There appears to be no advantage to the current routing and disadvantages of safety issues, noise disruption and less than optimal transportation for highway traffic along what should be a residential collector street, not an arterial street. Rerouting this section to US Business 51 on Center St. would be fairly inexpensive and an easily achieved improvement.
- Resurfacing. This incorporates two (2) agenda items. First, parts of US 150, namely Clinton St., need to be resurfaced. Secondly, the City will impress upon IDOT what staff believes to be a need for more frequent resurfacing along state and federal streets in the City.
- Uninterruptible Power Supply, (UPS), to keep traffic signals working during power outages along IL Rt. 9. Currently, the state has equipped Veterans Parkway with UPS systems. Staff will request UPS for IL Rt. 9:
 - On the west side: from Mitsubishi Motorway to Hinshaw Ave.
 - On the east side: from Towanda Ave. to Towanda Barnes Rd.

Additional information was placed on IDOT's web site prior to the meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Financial & budgetary review by: Carla A. Murillo, Budget Manager

Recommended by:

David A. Hales
City Manager

Mayor Renner introduced this item.

David Hales, City Manager, addressed the Council. This was a new approach to IDOT's five (5) year plan. City staff had a good working relationship with IDOT's District 5. This presentation would expose and inform the Council about projects that should be included in the plan. The Council would be asked to adopt a resolution at a future meeting. IDOT had limited funds. The City would present projects for IDOT to consider. There was collaboration between the City and IDOT. He cited street maintenance and traffic signal maintenance agreements.

Jim Karch, Public Works Director, addressed the Council. City staff was requesting Council assistance regarding IDOT's six (6) year plan. City staff was interested in Council's comments and feedback. IDOT's annual public meeting would be held on October 16, 2014. The resolution would be placed on the Council's October 27, 2014 meeting agenda. Responses were due to IDOT by November 14, 2014. Mr. Karch noted State Representative Dan Brady's presence at the meeting.

Five (5) needs/issues/priorities were identified by City staff. Congestion at Veterans Pkwy./IL Rt. 9: this intersection was designed in the 1970's. The intersection was nonstandard. The traffic congestion and accident volume were cited. City staff had advocated for this project for five (5) years. It has been listed on IDOT's five (5) year plan for the last six (6) years. The next step would be phase one engineering. This project would take years to complete. IDOT's needs exceeded its resources.

The next project addressed US Rt. 150's resurfacing needs. He specifically cited Clinton St. City resources were directed at local streets. The state was responsible for state routes.

The third project was traffic signal battery backups on IL Rt. 9. This item addressed Uninterruptable Power Supply (UPS). Dark signals resulted in traffic congestion and created a safety risk. Currently, there were twenty-one (21) UPS units in the City. The City has started to place them on City streets/signalized intersections. This was not a high cost item. The estimated cost was \$5,000 - \$10,000 per intersection. This was newer technology.

Mr. Hales addressed the TIGER grant application. The City had applied for Hamilton Rd. from Bunn to Commerce. The request was not successful. The City may need to approach the state for funding.

Mr. Karch added that the City was not successful this year. This road project was important to the community and needed to be completed.

Alderman Fruin addressed the first two (2) items: Veterans Pkwy./IL Rt. 9 and US 150's resurfacing needs. There needed to be an educational process in the community. The City needed to raise awareness. Mr. Karch noted that the public advocacy was be a good thing.

Alderman Fruin addressed the reroute of US 150/IL Rt. 9. He questioned if City staff had reached out to District 87 and Bent Elementary School.

Alderman Black believed this request was a good idea. The City's long term process should address multi modal transportation. He cited pedestrian traffic in this area. He questioned if the resolution would address street ownership.

Mr. Karch cited the Bicycle Master Plan. Lee St. would become a possibility. He cited the complexities of using state funds.

Alderman Stearns thanked staff for the overview. The projects cited were good. She noted that Locust St. would become a two way street.

Mr. Karch stated that Locust St. would become two way from Lee to Center. Additional work would be needed from Prairie to Main.

The final item addressed a focus on resurfacing.

Alderman Sage expressed support for the addition of the Hamilton Rd. project. He noted the long term benefit. Traffic volume would be relieved off of Veterans Pkwy. This project would be a worthwhile addition to the City.

Alderman Lower thanked Mr. Karch for the presentation. He echoed Alderman Sage's comments. He cited the economic impact. A truck route only would benefit all as truck traffic would bypass the City.

Mr. Karch informed the Council that IDOT had a program which routed trucks which required a permit. His goal was to keep trucks from the inner city.

Alderman Mwilambwe questioned time frames. Mr. Karch stated that was difficult. Veterans Pkwy./IL Rt. 9 project would cost millions. He stressed the importance of starting the process.

Alderman Schmidt requested a conversation regarding W. Market St. and the railroad and engineering work. She questioned if IDOT had funds for gateways/landscaping. Mr. Karch responded not to his knowledge. Generally, gateways grants were tied to economic development.

Mr. Hales expressed concerns regarding the Veterans Pkwy./IL Rt. 9 intersection and emergency vehicles. There was no traffic signal preemption.

Mike Kimmerling, Fire Chief, addressed the Council. He cited the length of response times and safety concerns. Emergency vehicle preemption would create a safer environment. There had been staff discussions regarding same. The City could partner with other governmental units. These systems were dynamic, sophisticated and could be used for a variety of reasons.

Alderman Painter thanked Mr. Karch for the presentation. The proposed projects represented necessary changes.

Mr. Hales cited the City's agreements with IDOT. The City needed to request that the reimbursements be increased.

Mr. Karch noted that there were two (2) agreements. The City received \$90,000 for street maintenance of state routes. This work included pot hole repair, snow plowing and salting. The cost was significant. This agreement expired in June 2015. In addition, there was the traffic signal agreement. The City maintains the signals and invoices the state for the cost of the work. This was a full cost recovery agreement. In addition, the City needed to look at traffic signal timing. This work was last completed in 2009. Traffic patterns had changed.

CITY MANAGER'S DISCUSSION: David Hales, City Manager, reminded the Council about the Joint Work Session with the Town of Normal on Tuesday, October 21, 2104 at 6:00 p.m. at the Uptown Station. The topic was the proposed Paradigm waste to energy project. The Town Council would host the meeting. It was noted that each community had a waste agreement. He encouraged all to attend.

MAYOR'S DISCUSSION: Mayor Renner recognized Dan Brady, State Representative, who had attended this evening's meeting.

Mayor Renner addressed the Council Retreat which had been cancelled as a meeting notice/agenda had not been published. This was inconvenience. He expressed his

disappointment and found this unacceptable. The retreat would assist budget discussions and a new framework for same. The Retreat would be rescheduled for November 2014.

He addressed Council values which were important to various organizations. It was important for the Council to come together. The Council had worked together and progress had been made in a number of areas. There was private sector investment interest in the City. The local political leadership was key to the decision making process. The City was on the move. Progress had been made in the Downtown, transparency, culture change, Bicycle Master Plan, Library expansion, Downtown Plan, Rt. 66 Visitor's Center, etc. The feasibility study had been completed and the City was ready to issue an Request for Proposal (RFP) for a Downtown hotel. The benefits to same were jobs, economic activity, etc. It could be the largest private investment in the Downtown in a long time. There were a number of projects on the horizon.

There a number of items for the Council to discuss at the Retreat. The Council had worked together and progress had been made to make the City attractive to investors.

Finally, he noted the announcement of Mike Kimmerling's, Fire Chief, retirement.

ALDERMEN'S DISCUSSION: Alderman Fruin noted that Bloomington Boy Scout Troop 19 had attending this evening's meeting.

Alderman Black cited an incident on W. Washington St. He noted his expectation that the individuals involved be held accountable. He added that the Police Department had implemented Problem Oriented Policing in the area. There were extra patrols, (i.e. foot and bicycle). There was a meeting with the Police Department. He addressed youth crime prevention. The City needed to make an investment in engagement not enforcement. The goal was to keep youth off of the streets. The City needed to stay on top of this issue.

Alderman Sage addressed three (3) items: 1.) Jim Karch's, Public Works Director, update regarding salt for the winter. The Public Works Department had been proactive. The City had an ample supply at a good price. The second item addressed Brendon Heffner's, Police Chief, first anniversary with the City. He thanked Chief Heffner for his service. The final item addressed the Miller Park Zoo's national recognition for its Junior Zookeeper program.

Alderman Lower addressed the meeting notice/agenda process. The City needed a fail-safe system which would ensure successful completion. It would involve the City Clerk's Office, the Information Services Department and the Communication Manager.

He questioned if the City had issued an RFP and/or Request for Qualifications regarding other venues for waste management. He believed that there were other technologies/possibilities.

Motion by Alderman Schmidt, seconded by Alderman Black that the meeting be adjourned. Time: 8:35 p.m.

Motion carried.

**Tracey Covert
City Clerk**

This page intentionally left blank.

WORK SESSION
FY 2014 Year End Budget Report Unaudited

August 11, 2014

Council present: Aldermen Mboka Mwilambwe, Kevin Lower, Judy Stearns, Jim Fruin, Scott Black, Rob Fazzini, Joni Painter, and David Sage and Mayor Tari Renner.

Council absent: Alderman Karen Schmidt.

Staff present: David Hales, City Manager, Patti-Lynn Silva, Finance Director and Tracey Covert, City Clerk.

Mayor Renner called the meeting to order at City Hall at 6:15 p.m. He reviewed the meeting's agenda. He cited the presentation/discussion regarding the FY 2014 Year End Budget Report Unaudited.

Mayor Renner opened the meeting to Public Comment. No one came forward to address the Council.

Mayor Renner introduced the FY 2014 Year End Budget Report Unaudited. It appeared that the City had spent less and the result was a \$1.2 million surplus. Due to prudent management, the City ended the year in the black.

Alderman Sage arrived at 6:16 p.m.

David Hales, City Manager, addressed the Council. The Council would be presented with a snapshot. The information would not address pensions or capital needs. Revenue had exceeded expenditures in the General Fund. Management had held expenditures. He cited the teamwork between management and the rank and file employees. FY 2016 represented an opportunity. The Council would be presented with an update at the end of FY 2015. City staff was looking at trends and the long term impact of same.

Patti-Lynn Silva, Finance Director, addressed the Council. Year end financials provided useful information. Available cash would be compared to budget. State revenues such as sales taxes would not be received until July. The City used cash basis accounting, the figures should be close to the audit. The audit used accrued basis accounting. City staff tried to understand why the surplus occurred. City staff watched the numbers. Sales taxes had declined by \$1.6 million. There were revenue surprises: 1.) a thirty-six percent (36%) increase in income tax or \$550,000; 2.) increase to hotel/motel tax of \$251,000; and 3.) video gaming tax revenue of \$389,000. In addition, unaudited General Fund expenditures were \$387,000 under budget.

Ms. Silva noted that there were six (6) funds with projected deficits: 1.) IDHA (IL Dept. Housing Authority); 2.) Central Bloomington TIF, (Tax Increment Financing); 3.)

combined golf course funds; 4.) Coliseum Fund; 5.) Casualty Fund; and 6.) Employee Insurance Fund.

Ms. Silva addressed the Surplus/Deficit status of the City's twenty-seven (27) funds. She also addressed the FY 2014 Fund Balance Summary Report Unadjusted as of April 30, 2014. She noted that budget transfers were approved during the fiscal year. The Fund Balance was used to address these transfers which were fifteen percent (15%) over budget. The City's Fund Balance policy stated that fifteen percent of budget should be held in reserve, (i.e. \$13 million). Fund Balance could be used for a one time purchase. It should not be used for operational expenditures. This would not be seen as a good financial practice. The goal was to not use Fund Balance in the FY 2015 Budget. Moody's, (bond rating agency), wanted to see limited use of General Fund reserves. She referred the Council to the FY 2014 Fund Balance Summary Report Unadjusted as of April 30, 2014. She noted that the Unaudited Budgetary Fund Balance was \$67,000,816. Special Revenues totaled \$10,550,000. Debt Service totaled \$10,543,660. The Water Fund had increased to \$23,169,467. She cited water capital needs with an estimated cost of \$150 million. The Sewer Fund cannot meet its long term capital needs. The Storm Water Management Fund had never seen a fee increase. The Solid Waste Fund was in the red.

Mr. Hales cited the five (5) year history for the Sewer and Storm Water Management Funds. Progress had been made.

Ms. Silva added that City staff was watching the Solid Waste Fund. She noted the capital needs at the US Cellular Coliseum. She cited internal insurance claims. The John M Scott Health Care Fund only appropriated interest earned. Only \$13 million was available as General Fund balance.

Alderman Fazzini believed that Moody's was not as pleased with the City as the City was. Ms. Silva cited the budgetary pressures. There was still work to do on some funds but the City should be proud of its efforts.

Mayor Renner believed that fifteen percent (15%) was reasonable.

Ms. Silva noted that Special Funds could impact the General Fund. She cited infrastructure repairs. There were communities with fund balance policies with a range of fifteen to thirty percent (15 – 30%). She cited the City's Pension Funding Policy. She added that the City's numbers for IMRF, (IL Municipal Retirement Fund), were good.

Alderman Stearns questioned the impact of the state income tax sunset upon the City. Ms. Silva responded none. The City should receive a higher percentage of a lesser amount.

Alderman Stearns cited capital gains and federal tax policy. Ms. Silva noted that there had been discussions of a potential capital gains tax increase. This legislation did not happen.

Alderman Fruin cited video gaming. He questioned trends in other communities.

Mayor Renner informed the Council that the Liquor Commission was looking at same. A proposal would be presented to the Council. Municipalities were charging fees which ranged from zero to \$1,000 per video gaming terminal.

Mr. Hales added that municipal governments received a small percentage of this revenue. He questioned the saturation point. There were approximately 200 terminals in the City.

Ms. Silva had looked at current revenue and FY 2015 was on point.

Mr. Hales addressed the hotel/motel tax. He noted the success of the Marriott located in Normal. There was competition in this market sector.

Alderman Stearns questioned the dollar figure that would equal fifteen percent (15%) of fund balance. Ms. Silva restated \$13 million. This figure was based upon expenditures.

Alderman Stearns questioned new tax revenue. Ms. Silva stated that the projected number was \$3.7 million. At year end the Fund Balance should be at fifteen percent (15%) of expenditures.

There being no further business the meeting adjourned at 6:45 p.m.

Respectfully submitted,

Tracey Covert
City Clerk

SPECIAL SESSION
CITY COUNCIL
City Hall Conference Room
January 27, 2014

Council present: Aldermen Mboka Mwilambwe, Rob Fazzini, Karen Schmidt, Scott Black, Kevin Lower, David Sage and Mayor Tari Renner.

Council absent: Aldermen Judy Stearns, Jennifer McDade and Jim Fruin.

Staff present: David Hales, City Manager, Barb Adkins, Deputy City Manager, Jeff Jurgens, Interim Corporation Counsel, John Kennedy, Parks, Recreation & Cultural Arts Director, Craig Cummings, Water Director, Patti-Lynn Silva, Finance Director, Clay Wheeler, Asst. Police Chief, Angie Brown, HR Specialist, and Tracey Covert, City Clerk.

Others present: Betty McCain, ASC Sr. Claims Adjuster; Jim Baird and Lisa Callaway, (outside legal counsel), Clark Baird Smith, LLP.

Mayor Renner called the Special Session to order at 4:30 p.m. He noted the topics: Worker's Compensation, Section 2(c)(12); Property Liability, Section 2(c)(12) and Collective Bargaining, Section 2(c)(2).

Motion by Alderman Schmidt, seconded by Alderman Lower to recess to executive session regarding Worker's Compensation, Section 2(c)(12); Property Liability, Section 2(c)(12) and Collective Bargaining, Section 2(c)(2). Time: 4:31 p.m.

Ayes: Aldermen Black, Fazzini, Lower, Mwilambwe, and Schmidt.

Nays: None.

Motion carried.

Motion by Alderman Fazzini, seconded by Alderman Lower to return to Special Session and adjourn. Time: 6:14 p.m.

Ayes: Aldermen Black, Fazzini, Lower, Sage, Mwilambwe, and Schmidt.

Nays: None.

Motion carried.

Respectfully submitted,

Tracey Covert, City Clerk

SPECIAL SESSION
CITY COUNCIL
City Hall Conference Room
February 10, 2014

Council present: Aldermen Kevin Lower, David Sage, Judy Stearns, Karen Schmidt, Jim Fruin, Mboka Mwilambwe, Scott Black and Mayor Tari Renner.

Council absent: Alderman Rob Fazzini.

Staff present: David Hales, City Manager, Rosalee Dodson, Asst. Corporation Counsel, and Tracey Covert, City Clerk.

Mayor Renner called the Special Session to order at 5:30 p.m. He noted the topic: Review of Closed Meeting Minutes, Section 2 (c) (21).

Motion by Alderman Schmidt, seconded by Alderman Black to recess to Executive Session regarding Review of Closed Meeting Minutes, Section 2 (c) (21). Time: 5:32 p.m.

Motion carried, (viva voce).

Motion by Alderman Stearns, seconded by Alderman Schmidt to return to Special Session and adjourn. Time: 5:45 p.m.

Motion carried, (viva voce).

Respectfully submitted,

Tracey Covert
City Clerk

SPECIAL SESSION
CITY COUNCIL
City Hall Conference Room
March 24, 2014

Council present: Aldermen David Sage, Mboka Mwilambwe, Judy Stearns, Rob Fazzini, Karen Schmidt, Jim Fruin, Scott Black, Kevin Lower, Joni Painter and Mayor Tari Renner.

Staff present: David Hales, City Manager, Jeff Jurgens, Interim Corporation Counsel, Emily Bell, Human Resources (HR) Director, and Tracey Covert, City Clerk.

Mayor Renner called the Special Session to order at 5:47 p.m. He noted the topics: Collective Bargaining, Section 2 (c) (2), Approval of Closed Session Minutes, Section 2(c)(21) and Biannual Review of Closed Session Minutes, Section 2 (c) (21).

Alderman Stearns arrived at 5:50 p.m.

Motion by Alderman Schmidt, seconded by Alderman Lower to recess to closed session regarding Collective Bargaining, Section 2 (c) (2), Approval of Closed Session Meeting Minutes, Section 2 (c) (21), and Biannual Review of Closed Session Meeting Minutes, Section 2 (c) (21). Time: 5:51 p.m.

Ayes: Aldermen Black, Fazzini, Fruin, Lower, Sage, Mwilambwe, Stearns, Painter and Schmidt.

Nays: None.

Motion carried.

Motion to Alderman Schmidt, seconded by Alderman Lower to return to Special Session and adjourn. Time: 6:20 p.m.

Ayes: Aldermen Black, Fazzini, Fruin, Lower, Sage, Mwilambwe, Stearns, Painter and Schmidt.

Nays: None.

Motion carried.

Respectfully submitted,

Tracey Covert
City Clerk

SPECIAL SESSION
Presentation and Discussion of the Pepsi Ice Center Parking Garage Repairs
FY 2015 Budget Discussion

April 7, 2014

Council present: Aldermen Mboka Mwilambwe, Kevin Lower, Judy Stearns, Jim Fruin, David Sage, Karen Schmidt, Scott Black, Rob Fazzini and Joni Painter and Mayor Tari Renner.

Staff present: David Hales, City Manager, Justine Robinson, Economic Development Coordinator, Patti-Lynn Silva, Finance Director, Brendan Heffner, Police Chief and Ken Bays, Asst. Police Chief, John Kennedy, Parks, Recreation & Cultural Arts Director and Bobby, Supt. of Parks Maintenance, and Tracey Covert, City Clerk.

Mayor Renner called the meeting to order at City Hall at 5:30 p.m. He reviewed the meeting's agenda. He cited the presentation/discussion regarding the Pepsi Ice Center Garage. Potentially, there were serious issues. The situation was complicated. The goal was to make the structure whole.

David Hales, City Manager, addressed the Council. He introduced Greg Meeder, attorney with Holland & Knight, (H & K). Mr. Meeder had been retained as special legal counsel. He would inform the Council about what had been found and needed repairs.

Alderman Stearns arrived at 5:33 p.m.

Mr. Hales introduced Kyle Standish, Project Manager with Walker Restoration Consultants, (WRC). Also present at the meeting was Bart Rogers, CIAM's (Central Illinois Arena Management) Vice President, who would address a temporary parking lot.

Mr. Meeder addressed the Council regarding the Pepsi Ice Center Parking Garage. This was a three (3) story structure which served the Pepsi Ice Center and US Cellular Coliseum, (USCC). The garage was closed in the fall 2013. The garage had 278 parking spaces. Limited parking spaces were available in the garage. The latest defects regarding the precast concrete had just been revealed. The garage was built in 2003/2004. The concrete was manufactured off site and assembled/erected in the City. The garage had the capacity to be expanded by two (2) additional floors. There were different types of cracks. Double T beams: one (1) was cracked significantly, there were similar hair line cracks on other beams. V shaped cracks in the walls to the base of columns. Vertical and horizontal beams: hair line cracks on.

H & K had been retained for a number of purposes. He cited forensic analysis. H & K engaged WRC, an engineering firm. Kyle Standish, PhD - engineering, was employed by WRC. Mr. Standish had completed an analysis regarding the cracking. A determination had been reached. The beams were reinforced with steel tendons. They were undersized for the load carried. The preliminary findings believed that the structure was not in

compliance. Only seventy percent (70%) of the steel was present. The structure was thirty percent (30%) deficient. The situation for the walls was the same. This was not as critical. Repair would not be as extensive. Some repairs would be easily addressed. There would be some interior changes.

In closed session, Mr. Meeder would address responsible parties. He cited attorney client privilege. Based upon the preliminary findings, the City would file for mediation/arbitration. Demands would be filed. A key concern was the ability to add two (2) more decks.

Alderman Fazzini questioned mediation/arbitration.

Mr. Meeder noted that demands would be filed for both. A sixty (60) day stay would accompany arbitration. He noted his thirty (30) years of experience. The focus would be on the present structural needs and the City's future needs. All parties would be engaged and the process involved peer review.

Alderman Fazzini questioned financial strengths, (insurance, bonds).

Mr. Meeder informed the Council that claim letters had been sent. Some responses had been received. He added that some firms were no longer in business.

Alderman Fazzini questioned the repair time line.

Mr. Meeder stated six to eight (6 – 8) weeks. The scope of work and specifications and plans needed to be drafted. Constructions would take six to eight (6 – 8) months. The work was weather sensitive. The preliminary analysis of cost had been drafted but did not include the bid process. He restated that his presentation this evening was based upon his experience/expertise.

Alderman Fazzini questioned what the City would be held responsible for.

Mr. Meeder restated that the concrete had been manufactured off site. He questioned the specifications. The City had contracted/purchased expert services. This was a latent defect which manifested itself last fall.

Alderman Black thanked Mr. Meeder for the presentation. He questioned the length of time.

Mr. Meeder noted that the initial discovery was made by Faithful and Gould during the City facility inspections. Cracks were found in the tendons. H & K was engaged to perform forensic analysis.

Alderman Black believed that the passage of time would be a significant problem.

Mr. Meeder restated that this was a latent defect. A reasonable inspection would not have detected same.

Alderman Lower questioned testing. He cited material testing, chemistry, temperatures, etc.

Mr. Meeder responded that he did not know. Ground penetrating radar was used on site. He cited construction versus design.

Alderman Lower questioned other testing. The garage was built on site.

Kyle Standish, WRC's Project Manager, cited chlorine strength test and ground penetrating radar.

Alderman Schmidt cited design/build and questioned the guarantee.

Mr. Meeder noted that there were warranties for construction. Any guarantees had expired.

Mr. Standish addressed the size of the tendons.

Mr. Meeder stated that the City would make the repairs. The City would receive the benefit and have the ability to add two (2) additional stories to the parking garage. Steel would be added to the structure. Repairs would be warranted.

Mr. Hales noted that the legal process would be pursued. This process would take time. Another option was for the City to make the repairs upfront. The issue was timing.

Mr. Meeder stated that the City would fund the repairs in order to re-open the garage. The parties would be allowed to inspect and make repair recommendations. The City would make and pay for the repairs. The other option was to follow mediation/arbitration, reach an agreement and then repair the structure. The Council needed to reach a decision regarding whether to expand the garage or not. The garage has been well used and was a good resource for the Pepsi Ice Center and the USCC. A temporary parking lot has been established.

Alderman Mwilambwe questioned if the repair work could be completed in stages.

Mr. Meeder noted that only a part of the first floor of the structure remained open. There would be no access to the parking garage until the repair work is completed. All repair work would be completed at the same time. Mr. Standish held a PhD in engineering. Mr. Standish would address the repair work with projected costs. The repair scope of work and bid documents had not been prepared.

Mr. Standish readdressed the Council. He addressed the structure's appearance and repair work needed. He noted the cracked double T. The cause was due to the wrong

sized steel tendons. He addressed external post tensioning. This impacted every single double T in the structure. He estimated the cost at \$1.12 - \$1.46 million. He noted the visual impact of the cracks.

Mr. Standish addressed the V cracks on the diagonal spandrel panels. Steel was missing from same. The repair work would involve Fiber Reinforced Polymer (FRP). He estimated the cost at \$42,000 - \$50,000. The FRP repair area would be painted over.

Mr. Standish addressed the cracked columns. The cause was due to volume change. He estimated the cost at \$67,000 - \$85,000. Total cost was estimated at \$1.2 - \$1.6 million. An RFP would be prepared to address the necessary repairs. No soft costs had been addressed.

Mr. Standish addressed replacement costs. He cited the following costs: 1.) demolition – \$1 million; 2.) new construction - \$3.25 - \$4.25 million, (this cost included use of the existing foundation; and 3.) expansion - \$2.25 - \$3 million.

Mr. Hales noted that the replacement costs were presented for comparison purposes. There were concerns raised regarding the garage's appearance and the ability to expand the structure. He noted that the parking structure had seen heavy use by patrons of the Pepsi Ice Center and the USCC.

Alderman Schmidt noted that these were preliminary numbers. The real numbers were unknown. She questioned if the USCC had been evaluated.

Alderman Stearns believed that the USCC had also been built with precast concrete. She questioned the cost effectiveness of precast.

Mr. Hales noted that the wall panels might be precast. Faithful and Gould had completed an analysis of the USCC. No concerns had been found.

Mr. Meeder added that there were no known defects at the USCC. He added that precast was manufacturer off site and was less labor intensive.

Mr. Standish estimated that precast lowered the cost of the structure by twenty-five percent (25%).

Mr. Meeder noted that there needed to be a finding for in order to move forward.

Bart Rogers, CIAM's Vice President, addressed the Council. The temporary lot would offer 150 parking spaces. He cited the location. He recognized the assistance from various City departments. The temporary lot was used during March for events at the USCC. It will be used weather permitting as it will require constant rolling and grating.

Mr. Hales added that CIAM took the initiative and created a temporary lot.

Motion by Alderman Schmidt, seconded by Alderman Fazzini to recess to closed session regarding Probable or Imminent Litigation, Section 2(c)(11). Time: 6:07 p.m.

Ayes: Aldermen Black, Fazzini, Fruin, Lower, Sage, Mwilambwe, Stearns, Painter and Schmidt.

Nays: None.

Motion carried.

FY 2015 BUDGET DISCUSSION

Mayor Renner introduced this item. He noted the prior Budget Work Session. People have questioned why the City was in its current financial condition. It will cost an additional \$4 million to retain the existing staff. This cost can be attributed to health insurance, collective bargaining agreements, and classified staff performance evaluations. The true cost of City labor had not been realized for a number of years. Council approved the Pension Funding Policy that will cost an additional \$1.6 million. Revenue has been flat for five (5) years while costs have continued to increase. Local government was at the bottom of the food chain. The majority of City revenue was used to fund public safety, (i.e. police and fire), and public works.

David Hales, City Manager, cited the Saturday Budget Work Session. Council had selected Budget Model D that included a \$2.5 million deficit to balance the budget. City staff presented \$3.1 million in possible budget reductions for Council's consideration. All of proposed new staff positions had been eliminated as was the revitalizing City government funding. He reviewed the packet which had been provided to the Council. It should assist Council to make informed decisions. It contained objective analysis of the consequences of reductions.

Personnel affected included three (3) police officer positions which would not be filled. Parks, Recreation & Cultural Arts had eliminated the equivalent of nine (9) full time positions. Other cuts listed include various projects and elimination/reduction of replacement equipment.

Revenue enhancements include the local motor fuel tax. Alex McElroy, Asst. to the City Manager, compiled information from surrounding communities regarding same. He urged Council to give consideration to the police and fire positions. He recommended a service/rate study that would include water, sewer and storm water. The Council needed to establish a policy.

The Information Services and Human Resources Departments provided internal support. Both departments needed additional staff in order to adequately support the Police and Fire Departments. City staff was prepared to answer the Council's questions.

Mayor Renner commented that this process would have been easier if the City had not eliminated seventy-five (75) positions five (5) years ago. City staff was doing more with less. He restated that revenue had declined. The goal was to adopt a responsible budget.

The proposed Budget Model D did not specify a source of revenue for pensions. This fact would affect the City's bond rating. The increase to the utility tax could be earmarked for pension and would provide approximately \$4 million of the \$6 million needed over the next five (5) years. If done properly, the savings to the taxpayers was estimated at \$68 million during this time period.

Alderman Stearns questioned the Budget Model D and the proposed reductions. She noted the \$10 million bond issue for street resurfacing. She also questioned a \$4 million transfer to the General Fund.

Mayor Renner stated that Model D did not provide any funds for pensions. He acknowledged that \$4 million was taken from street resurfacing due to the \$10 million bond issue. This was not understood by the Council when the bond was passed. This action was needed to get through the fiscal year. The City needed a sound long term funding plan.

Alderman Stearns questioned not funding pensions. Mayor Renner said the Pension Funding Policy was passed without a dedicated revenue source.

Alderman Black questioned if this session was to be a Q&A, (Question and Answer), about the proposed reductions.

Mayor Renner opened the Council discussion regarding the budget. Two (2) Town Hall meetings were scheduled: Tuesday, April 8th at 7 p.m. at the Launch Pad, located at 315 E. Front St. and Wednesday, April 9th from 6:30 p.m. until 7:30 p.m. at the Miller Park Pavilion located at 1020 S. Morris Ave.

Mr. Hales added that the public hearing on the budget would be held on April 14, 2014. Notice had been published in the Pantagraph.

Alderman Black questioned the \$3,500 reduction proposed by Justine Robinson, Economic Development (ED) Coordinator. Justine Robinson, ED Coordinator, addressed the Council. This item involved the IEDC spring conference that had two (2) parts. One part addressed training to work towards certification and the other was workshops with national speakers and best practice sessions. Alderman Black asked if potential employers were present. Ms. Robinson responded negatively as the purpose was networking and relationship building.

Alderman Black questioned the internal audit program. Patti-Lynn Silva, Finance Director, addressed the Council. Currently, the City did not have a program. It needed to be developed. The intention was to start with a contract position whose responsibility would be to design a program that the Finance Department would then oversee. The

Finance Department has completed a citywide cash control study and improvements have been made. This would be a continuous ongoing program. An internal audit program was a necessity. Mr. Hales stated that without an internal audit program, there existed risks of error, theft, and noncompliance with federal and state laws. An internal audit program assured compliance.

Alderman Black questioned the \$800 reduction for periodicals in Human Resources Department. Mr. Hales stated that these publications provided updates to various laws, (i.e. FSLA/Fair Standards Labor Act), and case law. They offer catch up provisions.

Alderman Schmidt questioned the \$130,000 reduction to the Police Downtown hire back. She wanted the three (3) vacancies restored plus the addition of a third Asst. Police Chief. Brendan Heffner, Police Chief, addressed the council. The hire back allowed scheduled shift officers to work their assigned areas and not focus on Downtown issues. The hire back impacts response times and acted as a deterrent. Mr. Hales commented that with designated officers patrolling Downtown, other officers can remain in their assigned areas and not leave unless there is a true emergency. He noted that there were times when twelve to fifteen, (12 – 15), officers have been called to the Downtown. The Council needed to understand the risk.

Mayor Renner cited his observation of an incident that occurred while on a ride along. He witnessed an officer make an arrest and noted the lengthy booking process. Chief Heffner noted that there would be a decrease in the number of DUI arrests with this reduction. There were two (2) vacancies in the department and one (1) upcoming retirement. These positions would be backfilled. The department was authorized for 127 uniformed positions. Currently, there were 124 uniformed positions filled.

Kenneth Bays, Asst. Police Chief, addressed the Council. The department was authorized 127 uniformed positions for full staffing. Currently, three (3) uniformed positions were vacant. If left unfilled, the uniformed force would be reduced to 124. These vacancies would have an impact into the future.

Alderman Schmidt noted that the proposed reductions represented significant dollars and significant budget cuts. She questioned why the City did not look to the property tax in order to increase revenue. Things appeared to be out of sequence.

Mr. Hales noted that in December 2013, Council approved the Pension Funding Policy which increased this expense by \$1.6 million. This cost is shown as part of the Property Tax Levy which resulted in a \$1.6 million reduction in the General Fund. In addition, there has been a decline in sales tax revenue. In November and December of each year, the Council has the ability to adjust the Property Tax Levy. Council opted to hold the Property Tax Levy flat. The next opportunity to adjust same would be in the fall 2014.

Alderman Stearns stated that the Council cannot vote on the Property Tax Levy at any time. Mr. Hales restated there was an annual opportunity.

Alderman Sage commented that the timing for the Property Tax Levy which was set by state law. He referred to an earlier discussion by Council regarding cost recovery for the Downtown hire back. He suggested a fee for service. Mr. Hales noted that an increase to 'T', Tavern, liquor license fees has been suggested. The Downtown Entertainment Task Force report addressed this as an area of consideration.

Mayor Renner stated that the problem reached beyond the Downtown bar owners.

Alderman Sage clarified that specific businesses were linked to and benefitted from the Downtown hire back. He cited the following costs: Downtown hire back: \$130,000; Streets Master Plan: \$300,000; and City Hall Roof Replacement : \$185,000. These three (3) had a total cost over \$500,000. Some of the proposed reductions were inflammatory in nature and were suggested to generate conversation and displeasure.

Mayor Renner noted that the Downtown hire back impacted the entire City.

Mr. Hales assured the Council that it was not staff's intention to present inflammatory reductions. Deep reductions have been identified. The cost for the Street Master Plan might be lower. Research was needed regarding legal justification for cost recovery. City staff performed due diligence with the time allotted. City staff might also present the Council with policy options.

Alderman Sage commented on \$370,000 reduction in seasonal employment the Parks, Recreation & Cultural Arts Department. Total reductions were close to \$1 million. The focus should have been on large dollar items.

Alderman Mwilambwe requested clarification regarding the Street Master Plan. He also questioned what this plan would mean to the average citizen. Mr. Hales believed that a plan was needed. The City needed to proactive. Underground utilities and sewers must be evaluated in order to plan for street repairs. The City did not have a prioritized list of major street projects. If the City adopted a proactive approach then inventory assessment would be objective. Five (5) years ago, the City had no Capital Improvement Plan. Streets require organized, methodical planning. The public must become engaged. The City does not have the resources to do the research needed to make these decisions. The City was making progress but critical information was lacking. Community input was needed to address the \$400 million of infrastructure needs.

Alderman Mwilambwe questioned the \$6,250 to replace exit signage. Ms. Silva addressed the Council. This was a life/safety issue identified by the Faithful & Gould Facility Study. It was seen as a small dollar amount.

Alderman Stearns questioned the dollar value for the Downtown hire back detail. This program operated on Thursday, Friday and Saturday nights during the school year. Ken Bays, Asst. Police Chief, addressed the Council. The program cost was over \$95,000. Alderman Stearns suggested an Entertainment District be established and a fee charged for this service. She believed that it had been mentioned that there should be a reduction

in the number of liquor licenses. Mayor Renner noted that there were five (5) fewer liquor licenses. Alderman Stearns expressed her opinion that if police officers are needed, then they should be paid for by those who need them. Council had asked that the Downtown environment be drastically changed. Citizens should not have to pay for the Downtown detail, but acknowledged that it was needed.

Alderman Fruin questioned what Downtown bar owners would do if the City stopped the hire back program and if they would hire their own security. Chief Heffner responded that he did not know what the owners would do but on duty police officers would respond from other beats. Council has discussed this matter for some time with no progress.

Alderman Lower commented that there must be a better way to allocate expenses. It could include increased fines, per drink fees and/or establishment funded.

Alderman Painter commented on the Rt. 66 Trail funding that was tied to an IGA, (Intergovernmental Agreement). Mr. Hales noted that it would be funded with state grants and the City had no contractual portion. The fee was based on population.

Alderman Painter also questioned the flamingo exhibit at \$150,000 and if the City is committed to this project. Mr. Hales requested John Kennedy, Parks, Recreation & Cultural Art Director, to respond this question. Mr. Kennedy noted that the commitment was to the dollar figure. The Miller Park Zoological Society's funding share was forty percent (40%). Over \$400,000 private dollars have been raised, some funds were earmarked for specific projects.

Alderman Painter commented on the reduction of one (1) lifeguard per pool and questioned liability. Mr. Kennedy stated that the City would meet minimum standards but would have to close if that standard was not met.

Alderman Painter questioned the \$75,000 service fee and rate study. She also questioned if a local university could provide this service. Mr. Hales stated that the City had worked with both universities, (Illinois State University and Illinois Wesleyan University). Studies can become very complex, (i.e. direct and indirect costs). There were consultants who have done this previously and have models. Hopefully some of the work can be completed in-house. It has been a lower priority.

Alderman Painter asked if Motor Fuel Tax (MFT) funds could be spent on other items beyond roads. Ms. Silva stated that local MFT funds were not bound by state's stipulations. It would be a gross receipt tax that would be deposited into the General Fund. State MFT funds have stipulations.

Alderman Lower recognized the hard work done by staff on the budget. There was not a list of priorities. The Downtown hire back program was considered a priority. Things were missing. Basic fundamentals needed to be addressed such as infrastructure and water. Public safety should be at the top of the list. There needed to be a revenue stream to fund pensions. The Council needed to look at lower priorities and not fundamental

needs. The Council must support the Downtown hire back program. He cited a recent death and DUI, (Driving Under the Influence). This program must be funded appropriately. Budget reductions were a good start. Firefighter training was a high priority. Council needed to provide leadership and identify fundamental needs. Funds were being spent on programs/projects that were “nice”. The City should consider sponsorship from citizens/businesses. Many amenities offered in Pontiac are staffed by volunteers at no cost to that city. Community functions were nice but the Council needed to set priorities. The discussion needed to address wants versus needs. The Council needed to show leadership.

Mayor Renner requested specifics. Alderman Lower cited the Bloomington Center for the Performing Arts, (BCPA), US Cellular Coliseum, (USCC) and City parks. He suggested a fifty percent (50%) reduction in subsidies across the board for the BCPA, USCC and many large projects. Mayor Renner noted that the City was legally obligated to fund the USCC. City is facing an \$8 million deficit. Alderman Lower noted that youth and senior services could be reduced. An elderly citizen had requested that the City repair streets and not raise taxes. Budget cuts must be made. The City had a legal obligation to fund public safety, infrastructure and pensions. These areas should be set aside and the remainder should be evaluated. Deeper cuts were needed. People cannot afford a higher tax bill. The local MFT would retard the tax base. Lower gasoline costs would attract business and consumers. The state and federal governments were broke. Mayor Renner stated that low taxes were not a top variable. The City’s tax rates were relatively low. Alderman Lower believed that the City was one of the most expensive places to live in the state.

Alderman Stearns also wanted to discuss philosophies and priorities. A Utility Tax was not acceptable. She noted the recent sales tax referendum which failed. Citizens had sent a message. Citizens choose between purchasing food or medication. This would be a significant increase. She had \$3 million in immediate budget reductions that could be made. The City had long term problems. She voted against consultant fees and the last two (2) budgets. Pension funding should be first. The proposed Utility Tax was insufficient to fund pensions. She cited the change in General Fund expenditures from 2010 to the proposed 2015 level: a twenty percent (20%) increase. City spending was hurting the City and its citizens.

Alderman Stearns listed her proposed cuts: 1.) moratorium of food/registration/travel estimated savings \$250,000; 2.) Administration salaries equaled \$5.5 million for six (6) employees – proposed reduction \$250,000; 3.) outside attorney fees costs in last year cost \$250,000 no improvement in their work; 4.) golf paths – proposed reduction \$250,000; 5.) \$1 million spent on outside consultants when the City should use common sense; 6.) payment for both an inside Economic Development Coordinator and funding the Bloomington Normal Economic Development Council cost over \$100,000; 7.) flamingos at the zoo – proposed reduction \$150,000; 8.) Downtown hire back program - \$130,000 make Downtown bar owners cover this cost; 9.) sell vacant City properties generate approximately \$100,000; 10.) stop funding the Downtown Business Association – proposed reduction \$80,000; 11.) eliminate the Rust Façade Grant – proposed reduction

\$50,000; 12.) Communications Director is not needed – proposed reduction \$100,000; and 13.) take \$300,000 of Community Development Block Grant and spend it on infrastructure. The remainder of these dollars should be granted to economically disadvantaged citizens. She also had \$2 million in proposed revenue enhancements. Alderman Fruin understood that a portion of the local MFT would be used to fund pensions. He expressed his tolerance for this tax. He was not a fan of consultant studies. He cited \$70,000 for a rate study. Council has encouraged directors to evaluate fees and discover what other cities do.

Mayor Renner stated that the County authorized a systematic rate study over ten (10) years ago. A boiler plate procedure will be used in the future.

Alderman Fruin echoed Alderman Lower's comments regarding the time line and evaluating big ticket items from the top down. City staff needed to create a score card and weigh revenue and expenses. This should be simple. He requested that the Mayor and City Manager make a top ten (10) list of high ticket items and the Council would provide feedback/tolerance for. Decisions could be made from same.

Alderman Fazzini prepared a two (2) page memo that identified three (3) main problems. First - the current deficit between \$4 - \$8 million. Second - structural deficit going forward. Third - \$19 million per year hole that has been created by past Councils over thirty (30) years by not balancing the budget.

Alderman Fazzini identified areas to either save money or enhance revenue. Approve additional staff if there are budget reductions to cover their salary and benefits, (i.e. revenue enhancements or expenditure reductions). Reducing the pension funding goal from 100% to 90%. City has not updated traffic signals in the past five (5) years. This year, three (3) were proposed. Only install one (1) new traffic signal per year and save \$700,000. He would not vote for a budget that took \$4 million from the \$10 million street bonds to use it for operations. Take \$2 - \$4 million from the Utility Tax and set these funds aside for bond. Borrow \$45 million for ten/fifteen/twenty (10/15/20) years to take advantage of low interest rates. Dedicate a source to repay streets and pensions. City is facing \$400 million in deferred maintenance that needs to be addressed. The bond would provide time to develop a plan to address the structural deficit. A local MFT at \$.04 would generate \$1.4 million. Thirty percent (30%) of the fuel tax is paid by nonresidents. It is a user tax. The bond issue would solve all three (3) problems.

Mayor Renner clarified that floating a bond would entail a dedicated revenue source.

Alderman Sage had researched budget prioritization in October 2013 and shared his findings with Council with no results. He questioned Council's commitment to prioritization. He reviewed notes from Citizens' Summits. There was limited time to reach a solution. The Council needed to move forward. He cite the \$1.9 million in proposed cuts, (Downtown hire back program, master plans, seasonal staff – Parks, kitchen hoods, police officers/two vacant positions, flamingos, overtime – Communications Center, and traffic signals). The Council needed to talk about specifics.

Model D left a \$2.5 million shortfall. Council should work together collectively, collaboratively and cooperatively. This was doable.

Alderman Painter took a long term view. Some proposals were cuts and some were deferrals that were not long term solutions. Things would become worse over time. These reductions would lead to a loss of amenities and may lower the City's bond rating. She would support fixing things for this budget but there needed to be a plan for the future and the City needed to adhere to the plan.

Alderman Stearns clarified that she did not support cuts to public safety with the exception of the Public Relations Officer. She was not on board with park reductions. She supported cuts to communications, administration, travel and food expenses. The Council needed to set priorities. She had thought that priorities would have been the topic of the retreat but it was about culture change.

Alderman Schmidt supported Aldermen Fruin and Sage's comments regarding examining details and putting expenses on the table. She noted staff's efforts. She expected to learn from the upcoming Town Hall meetings, (i.e. revenue enhancements versus budget cuts). She questioned the decrease in sales tax revenue. Ms. Silva stated that the amount was lowered based on actual receipts. December 2012 was stellar, (i.e. automotive and furniture sales). These items were not replenished every year but every five (5) years on average. This year's projections were not met and the forecast was reduced by \$1.8 million based on actual results.

Alderman Fazzini referenced B/N by the numbers which showed that last year was extraordinary.

Motion by Alderman Stearns and seconded by Alderman Black to suspend the rules to allow for public comment.

Motion carried, (unanimously).

Ron Schultz, 1208 E. Oakland Ave., addressed Council. He cited the hard work put forth and the variety of solutions and ideas. He questioned why citizens did not pay for everything they receive from the City, (i.e. water, sewer, refuse, etc.). He was in favor of borrowing \$45 million at 2.5%. The Council would have to determine how to pay for it. The ability to pay for the pensions would reduce future outlays. City needed help now to pay for needed repairs and upgrades. He agreed with former Presidents Kennedy and Reagan to attract business and residents, government needed to lower taxes. He appreciated the efforts at finding solutions.

Greg Koos, 305 Woodland Ave., addressed Council. He requested that the City continue to fund the McLean County Museum of History, (MCHM). It has been serving the community for 122 years. The MCHM served school age children from area school districts at no charge, (over 900 last year). The MCHM provided outreach programs to educate children about McLean County. MCHM also works with Evergreen Cemetery

on their cemetery walk which children can attend for free. This was an excellent marketing program for the Cemetery that benefited the City. MCHM played an important role in Downtown revitalization. The MCHM has provided space and accommodations for the Farmer's Market which has saved the program money. It served as a free speech area by hosting speaking events on the lawn. It attracted 27,000 people to the Downtown area during daytime hours which benefits the area financially. It operated with the assistance of 160 volunteers from the City out of 240 total volunteers. He requested the City's continue assistance as the MCHM benefited the area.

Gary Lambert, 3018 E. Oakland Ave., addressed Council. Last fall, the City borrowed \$10 million for operating expenses. Now an Alderman suggested borrowing an additional \$45 million for operating expenses.

Bob Moews, 107 S. Vale St., Supt. of Parks Maintenance, addressed Council. He expressed his pride in the Parks' staff as they were hard working. The proposed cuts would hurt in the long run. The loss of seasonal employees would impact services. He cited refuse pick up from park grounds after weekend picnics and events. These positions were needed and would affect the appearance and quality of the parks. The proposed cut to flowers and Downtown plant watering affected the appearance of the area. Currently, the plan was to cut down 150 – 200 damaged/diseased trees and without seasonal help, none would be replaced. Eliminating chemical treatments to grass and ponds will lead to unsightly weeds and pond algae and duck weed. Landscaping impacted quality of life and the appearance of the City to residents and visitors.

Bruce Meeks, 1402 Wright St., addressed Council. He recognized that the Council had much to consider and prioritize. He recommended that the Council adopt a budget amendment. The Council should have a priority list first. The City was caught off guard by the sales tax revenue decrease. He commented on Mayor Renner's claim that dollars spent on streets were an economic boost. He wanted a \$14 million economic boost. He wanted to clarify that it was too late to file the Utility Tax with the state. Many other communities have stated that their local MFT produced less income than planned. The Downtown hire back program stemmed from non enforcement of over serving. The City needed to address this issue. He requested full funding of MUNIS and funding 127 uniformed police officers.

Mike Fitzgerald, 1805 Dunraven Rd., addressed Council. He applauded the efforts that went into Council's comments. Budgets should be viewed from necessities down to niceties. Aldermen presented some good ideas including the need to prioritize. He considered the MCHM a nicety. He had been attending meetings for years and priorities have always been the topic that was not addressed. The City must have contingency plans for the budget. He questioned deliverables from attending conferences. There must be a consensus from necessities to niceties.

Mr. Hales stated that a consensus from the Saturday Budget Work Session was to not raise the Utility Tax but retain the Amusement Tax. Budget Model D was then developed based on those ideas. Model D still called for \$2.5 million in reductions

needed to balance the budget. Staff has presented approximately \$3.1 million in proposed reductions that would result in a \$650,000 surplus. Council should review the proposed reductions and decide which ones to oppose such as the Downtown hire back program. He requested that each Alderman provide a list then a consensus could be found.

Mayor Renner stated that these lists must be submitted in the next forty-eight (48) hours.

Mr. Hales presented the idea of dipping into the fund balance for one (1) year only if needed. City staff wanted to help the Council develop a budget that the majority would support. He added that even with a balanced budget for FY 2015, the next year would start with a \$7.5 million structural budget deficit. This needs to be addressed by staff, Council and the community starting May 1. Staff has provided their best recommendations.

Alderman Black requested that the budget cut lists not be due until after the Town Hall meetings. Mayor Renner noted that there would be a Mayoral Open House on Friday, April 11, 2014.

Alderman Lower requested that Mr. Hales provide a template to the Council to be used for this list.

Mr. Hales stated that the statutory public hearing was scheduled for April 14, 2014. He might not have time to compile all suggestions by that date.

Alderman Fazzini stated that a majority of the Council was not willing to take \$4 million out of the budget.

Mr. Hales commented that additional layoffs would be needed to accommodate the \$4 million. He did not see support for new revenue.

Alderman Stearns asked that other budget cuts be included which were not on Mr. Hales' list. Aldermen did support some revenue enhancements.

Alderman Fruin mentioned that a score card for expenses and revenue.

Mayor Renner said that list would be due on April 10, 2014.

Alderman Lower proposed work begin on next year's budget on May 1, 2014.

Motion by Alderman Fruin, seconded by Alderman Lower that the meeting be adjourned.
Time: 8:38 p.m.

Motion carried, (unanimously).

Respectfully submitted,

Tracey Covert
City Clerk

SPECIAL SESSION
CITY COUNCIL
City Hall
June 23, 2014

Council present: Aldermen Judy Stearns, Karen Schmidt, Jim Fruin, Mboka Mwilambwe, Joni Painter, Kevin Lower, David Sage, Scott Black and Rob Fazzini.

Council absent: Mayor Tari Renner.

Staff present: David Hales, City Manager, Sue McLaughlin, Interim Deputy City Manger, Jeff Jurgens, Corporation Counsel, Emily Bell, Human Resources (HR) Director, Patti-Lynn Silva, Finance Director, and Tracey Covert, City Clerk.

Others present: Betty McCain, ACS's Sr. Claims Adjuster, and Peter Jennetten, attorney with Quinn - Johnson.

Alderman Schmidt (Mayor Protem) called the Special Session to order at 5:45 p.m. She noted the topics: Litigation, Section, Section 2(c)(11) and Collective Bargaining, Section 2(c)(2).

Motion by Alderman Mwilambwe, seconded by Alderman Painter to recess to Executive Session regarding Litigation, Section, Section 2(c)(11) and Collective Bargaining, Section 2(c)(2). Time: 5:46 p.m.

Ayes: Aldermen Lower, Mwilambwe, Stearns, Painter, Schmidt, Black, Fazzini and Fruin.

Nays: None.

Motion carried.

Motion by Alderman Painter, seconded by Alderman Mwilambwe to return to open session and adjourn. Time: 6:27 p.m.

Ayes: Aldermen Lower, Sage, Mwilambwe, Stearns, Painter, Schmidt, Black, Fazzini and Fruin.

Nays: None.

Motion carried.

Respectfully submitted,

Tracey Covert, City Clerk

SPECIAL SESSION
CITY COUNCIL
City Hall
July 28, 2014

Council present: Aldermen Judy Stearns, Karen Schmidt, Jim Fruin, Mboka Mwilambwe, Scott Black, Joni Painter, Kevin Lower, Rob Fazzini and Mayor Tari Renner.

Council absent: Alderman David Sage.

Staff present: David Hales, City Manager, Mike Kimmerling, Fire Chief, Jeff Jurgens, Corporation Counsel, Sue McLaughlin, Interim Deputy City Manager, Emily Bell, Director - Human Resources, (HR), Angie Brown, HR Specialist, and Tracey Covert, City Clerk.

Others present: Betty McCain, ACS's Sr. Claims Adjuster.

Mayor Renner called the Special Session to order at 5:09 p.m. He noted the topics: Workers Compensation, Section 2(c)(12); Personnel, Section 2(c)(1)/Litigation, Section, Section 2(c)(11); Sale or Lease of Real Estate, Section 2(c)(6); and Purchase or Lease of Real Estate, Section 2(c)(5).

Motion by Alderman Black, seconded by Alderman Painter to recess to Executive Session regarding Workers Compensation, Section 2(c)(12); Personnel, Section 2(c)(1)/Litigation, Section, Section 2(c)(11); Sale or Lease of Real Estate, Section 2(c)(6); and Purchase or Lease of Real Estate, Section 2(c)(5). Time: 5:10 p.m.

Ayes: Aldermen Lower, Mwilambwe, Stearns, Painter, Schmidt, Black and Fruin.

Nays: None.

Motion carried.

Motion by Alderman Fazzini, seconded by Alderman Painter to return to open session and adjourn. Time: 6:20 p.m.

Ayes: Aldermen Lower, Sage, Mwilambwe, Stearns, Painter, Schmidt, Black, Fazzini and Fruin.

Nays: None.

Motion carried.

Respectfully submitted,

Tracey Covert, City Clerk

SPECIAL SESSION
CITY COUNCIL
City Hall
August 11, 2014

Council present: Aldermen Judy Stearns, Jim Fruin, Mboka Mwilambwe, Scott Black, Joni Painter, Kevin Lower, and Rob Fazzini and Mayor Tari Renner.

Council absent: Aldermen David Sage and Karen Schmidt.

Staff present: David Hales, City Manager, Sue McLaughlin, Interim Deputy City Manager, Mike Kimmerling, Fire Chief, Jeff Jurgens, Corporation Counsel, and Tracey Covert, City Clerk.

Mayor Renner called the Special Session to order at 5:48 p.m. He noted the topic: Purchase or Lease of Real Estate, Section 2(c)(5).

Motion by Alderman Painter, seconded by Alderman Black to recess to Executive Session regarding Purchase or Lease of Real Estate, Section 2(c)(5). Time: 5:49 p.m.

Ayes: Aldermen Lower, Mwilambwe, Stearns, Painter, Black and Fruin.

Nays: None.

Motion carried.

Motion by Alderman Fazzini, seconded by Alderman Mwilambwe to return to open session and adjourn. Time: 6:14 p.m.

Ayes: Aldermen Lower, Mwilambwe, Stearns, Painter, Black, Fruin and Fazzini.

Nays: None.

Motion carried.

Respectfully submitted,

Tracey Covert
City Clerk



FOR COUNCIL: October 27, 2014

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 1d. 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 October 23, 2014.

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:

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

David A. Hales
City Manager

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

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |



FOR COUNCIL: October 27, 2014

SUBJECT: Rejection of Bid for Topsoil Processing Machine, (#2015 - 37)

RECOMMENDATION/MOTION: Recommend that the bids for topsoil processing machine be rejected and the bid be reissued.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

BACKGROUND: On September 17, 2014, an Invitation to Bid for this project was published in the Pantagraph. An opportunity to view the machine being replaced was offered on September 24, 2014. Questions regarding the bid were sought from the plan holders but none were received by City staff. On October 9, 2014, bids were due in to the City Clerk's Office. No bids were received. All potential bidders on the project's "invitation mailing list" were telephoned by the Procurement Manager to verify that no bids had been submitted by them.

The City intends to rebid the top soil processing machine after making changes to the bid process and specifications package that will hopefully be more attractive to potential bidders. City staff intends to reword the document making specifications more generic and emphasizing that the City will receive and evaluate all variations from the specifications. A comment made by all of the businesses contacted was that if the machine they had to sell did not meet all of the City's specifications they would not respond. The City also intends to conduct a pre-bid meeting prior to the bid opening. Formal pre bid meetings for machinery like this are not usually conducted because vendors do not usually attend meetings for "stock equipment".

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was published in the Pantagraph on September 17, 2014. No bids were received by the October 9, 2014 deadline. There were six (6) businesses on the City's Invitation to Bid list for this project were notified.

FINANCIAL IMPACT: This item was labeled a "Dirt Grinder" in the FY 2015 Budget is proposed to be purchased as part of the FY 2015 Capital Lease - Capital Outlay Equipment Other Than Office (40110131 - 72140). The FY 2015 Budget for this item is \$65,000. Stakeholders can find this in Budget Book titled "Other Funds and Capital Improvement Program" on pages 114 and 264.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

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

Reviewed by: Jon C. Johnston, Procurement Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Motion: That the bids for topsoil processing machine be rejected and the bid be reissued.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |



FOR COUNCIL: October 27, 2014

SUBJECT: Request to Enter into an Early Order Program with Helena Chemical, (the distributor), for Procurement of Syngenta, BASF, Bayer, Nufarm, (the manufacturers), Golf Course Chemicals from a Single Source

RECOMMENDATION/MOTION: Recommend that the Parks, Recreation and Cultural Arts Department be allowed to participate in the Syngenta, BASF, Bayer and Nufarm chemicals “early order discount program” for golf turfgrass management for the 2015 golf season, and grant a bid waiver which identifies Helena Chemical as the local distributor for these products and, the Mayor and City Clerk to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

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

BACKGROUND: City golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4½, (out of 5), star rating which places it alongside only six (6) other courses in the state in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating. In 2005, Golf Digest also voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly hosts events from throughout the state, most notably, the Illinois High School State (IHSA) Finals held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, the City need to continue providing quality playing surfaces. One of the primary factors in providing quality playing surfaces is to keep the turf free from disease and insects, which if left untreated, have the potential to do significant damage. Damage to the playing surface/turf would result in a significant loss of rounds and revenue, while also requiring major dollars to reseed the infected areas. Best practices in the golf industry show the most efficient manner to treat turf diseases and insects is to do so in a preventative manner. By utilizing preventative chemical applications, the City stays ahead of the diseases and suppresses potential outbreaks before they occur.

Each year Syngenta, BASF, Bayer and Nufarm offer an early order program that allows the opportunity to lock in next year’s prices at discounted rates. Syngenta and BASF are the two (2) primary manufacturers of chemical and fertilizer products utilized in the management of turfgrass in the golf industry. Bayer and Nufarm products are also widely used in the industry with proven success. Through best practices, the golf course maintenance staff has found the products from these companies to provide the desired effects in order to provide a high level of playing conditions demanded by the golfing public. Helena Chemical has become a valued partner over numerous years of operation. Helena Chemical currently provides products and services to following municipalities and golf courses: Normal, Decatur, Peoria, Springfield,

Champaign, and Quincy. The golf courses at Illinois State University and Crestwicke Country Club also use products through Helena Chemical. Entering into the early order program guarantees the discounted price for any additional products from these manufacturers purchased during 2015. Additionally, by participating in the early order program, the City is offered extended payment terms with payment not due until mid-July on all early order purchases.

Syngenta, BASF, Bayer & Nufarm engage the assistance of local recognized quality turf distributors to assure the delivery, service and billing of their products. These companies operate using an agency pricing model, meaning the price of their chemicals is exactly the same regardless of the distributor chosen. These distributors are contractually obligated to offer these products at set agency prices. For 2015, City staff intended to utilize Helena Chemical which is located in Warrensburg, IL. Helena Chemical will store the products on their site and deliver to each golf course on an as needed basis saving space in the golf maintenance facilities. Helena Chemical's local dealership manager is a former golf course superintendent who has worked diligently for the City over the years to help improve our golf courses.

There is no statewide contract available for the procurement of these chemicals and fertilizers. The deadline to enter this program is before December 8, 2014. While other "turf" chemicals are available, staff's experience is the cost savings realized in the "unit price" of the purchase price are lost as a result of the additional applications that are needed to be as effective as the Syngenta, BASF, Bayer & Nufarm products have proven through field experience. These products provide the weed, fungus and insect free turf that the customers expect to have.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City's Procurement Manager.

FINANCIAL IMPACT: The golf courses annually spend approximately \$200,000 on chemicals and conservatively will realize savings of approximately \$24,000 by participating in this early order program. Funds will be requested for approval in the FY 2016 Budget under Highland Park Golf Course - Other Repair and Maintenance (56406400 - 70590), Prairie Vista Golf Course - Other Repair and Maintenance (56406410 - 70590) and The Den at Fox Creek Golf Course (56406420 -70590).

Respectfully submitted for Council consideration.

Prepared by: Jason Wingate, Superintendent of Golf

Reviewed by: Bobbie Herakovich, Interim Director, Parks, Recreation & Cultural Arts

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by:

Recommended by:



David A. Hales
City Manager

Attachment: Attachment 1. Letter and Program Information

Motion: That the Parks, Recreation and Cultural Arts Department be allowed to participate in the Syngenta, BASF, Bayer and Nufarm chemicals “early order discount program” for golf turfgrass management for the 2015 golf season, and grant a bid waiver which identifies Helena Chemical as the local distributor for these products and, the Mayor and City Clerk to execute the necessary documents

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

HELENA

Helena Chemical Company

Steve Mulvey

9 Isabelle Drive

Auburn, IL 62615

Cell: (217)725-4160

Fax: (217) 438-6432

City of Bloomington

10/17/14

To Whom It May Concern::

This letter is to confirm that Helena Chemical understands that the chemicals ordered during the 2014 Early Order Program are dependent on funds being approved in the City of Bloomington's Fiscal Year 2016 budget.

If any further information is needed please let us know.

Thank you for your consideration.

Sincerely,

Steve Mulvey

Nufarm Superintendent Early Order Rewards Program

GOLF PRODUCTS



Get there faster with the Nufarm Superintendent Early Order Rewards Program

Nufarm products help you reach your potential. Combine that with our rewards for early purchases, and you'll maximize profit and strengthen your bottom line.

SEPT 15-DEC 12

Qualify and earn BIG rewards

To qualify, do the following by **December 12, 2014**:

- Order two full cases of eligible products from Group 1 (full pallet for granular products). Cases do not have to be purchased at the same time.
- Order a total of \$2,500 worth of eligible Nufarm products (Group 1 and Group 2).
- Register online at nufarmearlyorder.com (registration open 10/1-12/12/14).

To receive October rewards, you must meet qualifying terms in October. If qualified in October, you do not have to qualify again for November-December rewards.

Eligible products and rewards

Qualify and purchase from these Nufarm products, and you'll receive the listed dollar amount in the form of a distributor credit by the end of June 2015.

| 1 | Group 1 | Pack Size | Reward | |
|---|----------------------|----------------|------------------|----------------|
| | | | (Sept 15-Oct 31) | (Nov 1-Dec 12) |
| | 3336° F | All pack sizes | \$8.00/gal | \$5.00/gal |
| | Affirm™ | 3 x 2.4 lb | \$5.00/lb | \$3.50/lb |
| | Millennium™ Ultra II | All pack sizes | \$5.00/gal | \$3.00/gal |
| | Stellar® Fungicide | 4 x 104 oz btl | \$22.00/btl | \$12.00/gal |
| | Tourney® Fungicide | 4 x 5 lb btl | \$30.00/lb | \$20.00/lb |
| | Velocity® Herbicide | 8 x lb btl | \$20.00/lb | \$12.00/lb |



Nufarm

Grow a better tomorrow.

2015 Early Order Program – Turf US

EOP 1-2-3

1

NEW REBATE LEVELS

REBATE LEVELS START AT

\$1,500

FAIRWAY MAX WITH \$15,000+

2

CUBE SAVINGS

SPECIALLY DESIGNED SOLUTIONS

10%

INSTANT SAVINGS

3

INNOVATION KICKER

BOOST YOUR REBATE

2%

WHEN YOU INCLUDE SELECT FUNGICIDES OR CUBES WITH YOUR ORDER (SEE BELOW)

Earn up to a 12% rebate when you buy in October!

This year's EOP is a powerful combination: a simplified program with leading innovations. The result? Big savings on solutions that will keep your turf beautiful and bring you peace of mind. Plus, don't pay until June 5, 2015 on agency products.

| Purchase Total | Oct. 1 – Oct. 31, 2014 Rebate* | Nov. 1 – Dec. 12, 2014 Rebate* |
|--------------------|--------------------------------|--------------------------------|
| \$1,500 - \$4,999 | 4% | 3% |
| \$5,000 - \$14,999 | 7% | 5% |
| \$15,000+ | 10% | 7% |

Innovation Kicker – Give your rebate a boost! →
Increase your rebate 2% when you include any of these products or a Cube!

Lexicon
Intrinsic™ brand fungicide

Honor
Intrinsic™ brand fungicide

Xzemplar
fungicide

EOP Cubes: Foundation solutions for your turf

Instant 10% savings (vs. buying products separately).

| MINI YOUR CUBE | \$5,551.44 | |
|---|-------------|-------|
| <i>Perfect start to disease control and plant health on all greens.</i> | Qty | Acres |
| Curalan® EG fungicide (12 x 2.75 lb.) | 1 | 12 |
| Lexicon™ Intrinsic™ brand fungicide (4 x 21 oz.) | 3 | 12 |
| DEEP FREEZE CUBE | \$6,353.57 | |
| <i>An excellent combination of solutions for snow mold control.</i> | Qty | Acres |
| Curalan EG fungicide (12 x 2.75 lb.) | 1 | 12 |
| Lexicon Intrinsic brand fungicide (4 x 21 oz.) | 3 | 12 |
| Trinity® fungicide (2 x 2.5 gal.) | 1 | 15 |
| PLANT HEALTH CUBE | \$7,764.66 | |
| <i>Foundation of disease control and plant health on all greens.</i> | Qty | Acres |
| Honor® Intrinsic™ brand fungicide (1 x 36 lb.) | 1 | 12 |
| Lexicon Intrinsic brand fungicide (4 x 21 oz.) | 3 | 12 |
| HONOR AMERICA CUBE | \$16,776.83 | |
| <i>Trusted dollar spot and plant health for fairways.</i> | Qty | Acres |
| Honor Intrinsic brand fungicide (1 x 36 lb.) | 4 | 48 |
| Curalan EG fungicide (12 x 2.75 lb.) | 4 | 48 |
| MORE RESILIENCE CUBE | \$19,640.93 | |
| <i>Perfect early season foundation cube for greens and fairways.</i> | Qty | Acres |
| Xzemplar™ fungicide (2 x 114 oz.) | 2 | 40 |
| Emerald® fungicide (50 x 0.49 lb.) | 1 | 50 |
| Curalan EG fungicide (12 x 2.75 lb.) | 4 | 48 |
| Lexicon Intrinsic brand fungicide (4 x 21 oz.) | 3 | 12 |

| DEFEND YOUR FAIRWAY CUBE | \$20,729.14 | |
|--|-------------|-------|
| <i>The ultimate fairway protection for dollar spot and plant health.</i> | Qty | Acres |
| Xzemplar fungicide (2 x 114 oz.) | 2 | 40 |
| Honor Intrinsic brand fungicide (1 x 36 lb.) | 3 | 36 |
| Emerald fungicide (50 x 0.49 lb.) | 1 | 50 |
| SEASON FOUNDATION CUBE | \$23,415.98 | |
| <i>Ultimate course-wide disease control and greens plant health.</i> | Qty | Acres |
| Xzemplar fungicide (2 x 114 oz.) | 2 | 40 |
| Honor Intrinsic brand fungicide (6 x 3 lb.) | 1 | 4 |
| Emerald fungicide (50 x 0.49 lb.) | 1 | 50 |
| Curalan EG fungicide (12 x 2.75 lb.) | 4 | 48 |
| Trinity fungicide (2 x 2.5 gal.) | 2 | 30 |
| Lexicon Intrinsic brand fungicide (4 x 21 oz.) | 3 | 12 |
| COMPLETE CUBE | \$31,831.80 | |
| <i>Complete disease control and plant health for your course.</i> | Qty | Acres |
| Xzemplar fungicide (2 x 114 oz.) | 3 | 60 |
| Emerald fungicide (10 x .49 lb.) | 3 | 30 |
| Curalan EG fungicide (12 x 2.75 lb.) | 4 | 48 |
| Trinity fungicide (2 x 2.5 gal.) | 2 | 30 |
| Lexicon Intrinsic brand fungicide (4 x 21 oz.) | 3 | 12 |
| Insignia® SC Intrinsic™ brand fungicide (2 x 2.5 gal.) | 2 | 42 |



2014 Fall Solutions™

COOL SEASON

Bayer PAKS offer solutions for your specific turf needs. Our customized PAKS contain products that effectively treat any cool-season turf. Choose the perfect PAK for your course, and start saving on the products you need.



Bayer Season PAK - \$28,500

(15% Savings vs. Individual Component Products)

The Bayer Season PAK is back, offering you the performance of complete insect and disease control you need to manage your golf course. Bayer Season PAK customers receive a minimum 8% rebate on all 2014 Fall Solutions product purchased through September 30, 2015.

| PRODUCTS | UNITS/PAK | UNIT SIZE | GAL/LB | USE RATE | ACRES |
|--------------------|-----------|-------------------|--------|--------------|-------|
| Banol® | 2 | 2 x 1 gal/case | 4 | 2 oz/1,000 | 6 |
| Bayleton® FLO | 1 | 2 x 2.5 gal/case | 5 | 0.5 oz/1,000 | 29 |
| Chipco® Signature™ | 14 | 4 x 5.5 lb/case | 308 | 4 oz/1,000 | 28 |
| Interface® | 9 | 2 x 2.5 gal/case | 45 | 3 oz/1,000 | 44 |
| Merit® 75 WSP | 1 | 110 x 1.6 oz/drum | 11 | 6.4 oz/acre | 27.5 |
| Tartan® | 6 | 2 x 2.5 gal/case | 30 | 2 oz/1,000 | 44 |

Season PAK Terms of Payment: \$8,500 by 5/1/15; \$10,000 by 6/2/15; \$10,000 by 7/3/15.

Bayer Essentials PAK - \$16,500

(14% Savings vs. Individual Component Products)

The Bayer Essentials PAK is built on key products you know and trust, with the flexibility you demand.

| PRODUCTS | UNITS/PAK | UNIT SIZE | GAL/LB | USE RATE | ACRES |
|------------------|-----------|-------------------|--------|--------------|-------|
| Bayleton FLO | 1 | 2 x 2.5 gal/case | 5 | 0.5 oz/1,000 | 29 |
| Chipco Signature | 8 | 4 x 5.5 lb/case | 176 | 4 oz/1,000 | 16 |
| 26GT® | 6 | 2 x 2.5 gal/case | 30 | 4 oz/1,000 | 22 |
| Merit 75 WSP | 1 | 110 x 1.6 oz/drum | 11 | 6.4 oz/acre | 27.5 |
| Tartan | 3 | 2 x 2.5 gal/case | 15 | 2 oz/1,000 | 22 |

Essentials PAK Terms of Payment: \$8,250 by 6/2/15; \$8,250 by 7/3/15.

Order today and save even more – earn a 2% rebate on your entire purchase when you buy any PAK between Oct. 1-31, 2014.



Bayer Fairway PAK - \$11,500

(13% Savings vs. Individual Component Products)

Pairs well with *Fiata™ StressGard™* utilizing select product rebate.

| PRODUCTS | UNITS/PAK | UNIT SIZE | GAL/LB | USE RATE | ACRES |
|---------------------|-----------|------------------|--------|--------------|-------|
| Mirage™ StressGard™ | 2 | 2 x 2.5 gal/case | 10 | 1 oz/1,000 | 29 |
| Interface | 6 | 2 x 2.5 gal/case | 30 | 3 oz/1,000 | 29 |
| Bayleton FLO | 1 | 2 x 2.5 gal/case | 5 | 0.5 oz/1,000 | 29 |
| 26GT | 6 | 2 x 2.5 gal/case | 30 | 3 oz/1,000 | 29 |

Fairway PAK Terms of Payment: Full payment must be received by 7/3/15.

Bayer Greens PAK - \$6,000

(21% Savings vs. Individual Component Products)

The standard for your greens management program, anchored by the products that provide superior turf quality.

| PRODUCTS | UNITS/PAK | UNIT SIZE | GAL/LB | USE RATE | ACRES |
|------------------|-----------|------------------|--------|------------|-------|
| Chipco Signature | 8 | 4 x 5.5 lb/case | 176 | 4 oz/1,000 | 16 |
| 26GT | 5 | 2 x 2.5 gal/case | 25 | 4 oz/1,000 | 18 |

Greens PAK Terms of Payment: Full payment must be received by 7/3/15.

Bayer StressGard™ PAK - \$4,600

(11% Savings vs. Individual Component Products)

With *StressGard* Formulation Technology, this PAK enhances overall turf quality, improves plant health and protects against harsh environmental stress that can damage your turf.

| PRODUCTS | UNITS/PAK | UNIT SIZE | GAL/LB | USE RATE | ACRES |
|------------------|-----------|------------------|--------|------------|-------|
| Chipco Signature | 4 | 4 x 5.5 lb/case | 88 | 4 oz/1,000 | 8 |
| Interface | 1 | 2 x 2.5 gal/case | 5 | 3 oz/1,000 | 5 |
| Tartan | 1 | 2 x 2.5 gal/case | 5 | 2 oz/1,000 | 7.3 |

StressGard PAK Terms of Payment: Full payment must be received by 7/3/15.

Bayer Utility PAK - \$2,600

(28% Savings vs. Individual Component Products)

Versatile uses including proven solutions for your Snow Mold problems as well as Dollar Spot, Brown Patch, Anthracnose and other diseases, while enhancing turf quality.

| PRODUCTS | UNITS/PAK | UNIT SIZE | GAL/LB | USE RATE | ACRES |
|--------------------|-----------|------------------|--------|---------------|-------|
| Interface | 3 | 2 x 2.5 gal/case | 15 | 4 oz/1,000 | 11 |
| Chipco Triton® FLO | 1 | 2 x 1 gal/case | 2 | 0.55 oz/1,000 | 11 |

Utility PAK Terms of Payment: Full payment must be received by 7/3/15.

If you'd like to know more, please visit myrewards.cropscience.bayer.com

2015 Syngenta GreenTrust 365 Golf Program

PROGRAM ELIGIBILITY:

Golf courses and professional applicators who purchase a minimum of \$5,000 worth of Qualifying Products during the Early Order Period (October 1, 2014 through December 8, 2014) ("Program Participants") qualify for the GreenTrust™ 365 Golf Program. Qualifying Products are all products listed on the 2015 GreenTrust 365 Golf Program Worksheet, when purchased from a Syngenta Authorized Distributor/Agent/Retailer.

PROGRAM DETAILS:

GreenTrust 365 Rebate

Program Participants may earn a rebate on all of their purchases of Qualifying Products during the Program Year (October 1, 2014 through September 30, 2015). Program Participants' yearlong rebate percentage is determined by the dollar value of Qualifying Products they purchase during the Early Order Period, as described in the chart below:

| Dollar Value of Qualifying Products Purchased During the Early Order Period | Yearlong Rebate Percentage | GreenTrust Rewards Early Order Period Only | | |
|---|----------------------------|--|--|--|
| | | GreenTrust 365 Points | Spotlight Brand Points Bonus | Acelepryn® Insecticide Points Bonus |
| \$5,000 to < \$10,000 | 5% | 3X October 1X November 1X December | Program Participants that purchase any combination of the "Spotlight Brand Products" (see below) totaling at least \$3,500 during the Early Order Period are eligible to receive a one-time offer of 20,000 GreenTrust Rewards points. | Program Participants that purchase at least 2 (two) or more gallons of Acelepryn or 1 (one) ABW Solution during the Early Order Period are eligible to receive a one-time offer of 10,000 GreenTrust Rewards points. |
| \$10,000 to < \$20,000 | 6% | | | |
| \$20,000 to < \$40,000 | 7% | | | |
| \$40,000 to < \$70,000 | 8% | | | |
| \$70,000 to < \$100,000 | 9% | | | |
| \$100,000 + | 10% | | | |

Example: If a Program Participant purchases Qualifying Products with a dollar value of \$35,000 during the Early Order Period, they will be eligible to earn a 7% rebate on those purchases and on all future purchases of Qualifying Products they make on or before September 30, 2015.

GreenTrust Rewards

Program Participants' purchases of Qualifying Products during the Early Order Period are also eligible for GreenTrust Rewards. Three (3) Rewards points will be awarded to Program Participants for each dollar spent on Qualifying Products between October 1, 2014 and October 31, 2014. One (1) Rewards point will be awarded to Program Participants for each dollar spent on Qualifying Products between November 1, 2014 and December 8, 2014. Rewards points will be redeemable toward GCSAA credits or a variety of gift card options through an online catalog (GreenTrust365.com/Rewards). Rewards points will expire on November 15, 2015.

To earn GreenTrust Rewards points, Program Participants may register at GreenTrust365.com/Rewards. Program Participants must register on or before September 30, 2015. *GreenTrust 365 Golf and Ornamental Program Participants that registered for GreenTrust Rewards points in the 2014 Program Year are already members and do not need to re-enroll for the 2015 Program Year.* Members may log on to the Rewards site after January 15, 2015 to view points.

Spotlight Brand Points Bonus

"Spotlight Brand Products" are: Avid® + Heritage® Multipak, Avid + Heritage Multipak-Florida, Briskway™ 2x1, Daconil Action™ + Heritage® Multipak, Headway® 2x1 gal, Headway 10 gal LinkPak, Heritage 4x6 lb, Heritage 6x6x1 lb, Heritage TL 2x1 gal, Heritage TL 10 gal LinkPak, Renown® 2x2.5 gal, and all 2015 Pallet Offers except for the Contact Solution, ABW Solution, and the Snow Mold Solution.

Extended Terms: SummerPay

Program Participants also have access to SummerPay™ extended terms. SummerPay extended terms enable Program Participants to defer payment for purchases of Qualifying Agency Products made during the Early Order Period until the summer of 2015. Payment will be due on July 10, 2015.

GREENTRUST 365 PROGRAM TERMS:

- All Program eligibilities and awards are subject to audit, and no rebates will be paid in the event of noncompliance with Program rules. Furthermore, Syngenta is not obligated to provide any rebates without first having received Program Participant's payment for purchases in a timely manner.
- Rebates earned from purchases made during the Early Order Period will be paid by September 18, 2015. Rebates earned from purchases made after the Early Order Period through September 30, 2015 will be paid by November 30, 2015.
- Program Participants may redeem GreenTrust 365 Rebates for credit at a Syngenta Authorized Distributor/Agent/Retailer. This election can be made by May 31, 2015 at GreenTrust365.com/Rebate.
- Acelepryn and Barricade® herbicides on-fertilizer purchases will be included as Qualifying Products. Dollar values for such purchases will be calculated as described on the 2015 GreenTrust 365 Golf Worksheet. Acelepryn and Barricade on-fertilizer purchases made from October 1, 2014 through May 30, 2015 count toward establishing the yearlong rebate percentage. Email or fax Acelepryn and Barricade on-fertilizer invoices by June 15, 2015 in order for such purchases to count toward establishing the GreenTrust 365 yearlong rebate percentage. Please email invoices to Syngenta.Programs@Syngenta.com or fax them to (800) 494-2634.
- Prices and terms for Syngenta Qualifying Distributor Products are determined by the Syngenta Authorized Distributor/Retailer. Prices and terms for Syngenta Qualifying Agency Products are determined by Syngenta.
- Syngenta reserves the right to modify or discontinue this Program at any time.

Additional benefits of the Syngenta GreenTrust 365 Golf Program are described at GreenTrust365.com

For any questions, please call your Syngenta territory manager, Syngenta Authorized Distributor/Agent/Retailer, or the Syngenta Customer Center at 1-866-SYNGENT(A) (796-4368). For complete Program information, please visit GreenTrust365.com.



FOR COUNCIL: October 27, 2014

SUBJECT: Waiver of Request for Proposal (RFP) for Leaf and Grass Disposal

RECOMMENDATION/MOTION: That the City waive the Request For Proposal (RFP) process for leaf and grass disposal, that staff be granted authority to negotiate leaf and grass disposal with Chris Witte, Bloomington, and that the Request For Proposal (RFP) process for this service be attempted again in FY 2016.

STRATEGIC PLAN LINK: 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Chris Witte has for some time allowed the City to dispose of grass and leaves on his farm property at the south edge of town. The grass primarily comes from the City's drop-off facility. Leaves are collected by Public Works crews as a public service. Mr. Witte charges \$3.50 per cubic yard, and City staff believes that fee is reasonable. The volume of materials and fees has increased to the point that a Request For Proposal (RFP) was issued.

An RFP was posted by the City and published in The Pantagraph on September 2, 2014. Proposals were due at 11:00 a.m. on September 24, 2014. The City had proposed in its RFP a two (2) year contract with the ability to renew in subsequent years through April 30, 2016. No RFPs were submitted. Consequently, the City has no place to dispose of its leaves unless an arrangement can be made with a third party. Mr. Witte has agreed to continue accepting City leaves and grass at the same rate of \$3.50 per cubic yard.

According to Public Works records, the City disposed of approximately 6,400 cubic yards of leaf and grass last year, for about \$22,400. The amount fluctuates based on the year, as an example grass clippings tripled this summer over last to 335 cubic yards.

Staff recommends that the RFP process be waived and that the agreement with Mr. Witte continue. Staff intends to issue an RFP process next year per City Code.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Published in The Pantagraph September 2, 2014. No submittals received by the RFP deadline of September 24, 2014.

FINANCIAL IMPACT: For stakeholders this will be budgeted in the FY 2016 Budget under Solid Waste - Leaf Disposal Fee (54404400 - 70665).

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

Reviewed by: Rob Henson, Superintendent of Solid Waste

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Motion: That the City continue to negotiate its leaf and grass disposal agreement with Chris Witte, Bloomington, and that the Request For Proposal (RFP) for this service be attempted again in FY 2016.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |



FOR COUNCIL: October 27, 2014

SUBJECT: Change Order for West Elevation Tuck Pointing Project Contract, (Bid #2015 - 17), for Bloomington Center for the Performing Arts (BCPA)

RECOMMENDATION/MOTION: Recommend that the Change Order using the unit prices from R.L. Vollentine Construction, Inc. for the west elevation tuck pointing project be accepted, and the Change Order be approved, in the amount of \$10,933, to be paid out of the FY 2015 Budget, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted.

STRATEGIC PLAN LINK: Goal 2 Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Investing in the City's future through a realistic, funded capital improvement program. To maintain the "envelope" of the BCPA, the City can ensure the protection of the inside and its contents as well as ensuring the longevity of a stable facility

BACKGROUND: The Faithful Gould Report - 2013 stated that "*The exterior wall system was in fair condition noting several instances of deteriorated mortar at joints and spalled brick at the masonry wall, deteriorating sealants at the window and construction joints and deteriorated sealants at the parapet wall caps and termination bar at the base flashing of the roof system.*" It became apparent during the tuck pointing work that the west elevation was in much greater deterioration than anticipated especially the top half of the field area and old downspout areas. Staff had made a visual inspection with the naked eye as well as with binoculars and believed the original bid document of square footage for tuck pointing and brick replacement would be sufficient. Once the project was started and staff did an inspection in the lift being used for the work, it was evident more work than the original bid document contained needed to be done while the contractor was still on site. The original amount budgeted for this project was \$65,000 and the bid was \$28,100. Staff requested and received unit pricing for the installation of additional brick, tuck pointing, lift rental and additional insurance and bond costs. The pricing was reviewed and were well within industry standards; the proposal for additional work was accepted.

Staff requests that an additional \$10,933 be used from the FY 2015 Budget in Capital Lease – Buildings (40110131 – 72520)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the bid was placed in The Pantagraph on June 11, 2014. A pre bid meeting was held at the BCPA on June 18, 2014. Three (3) bids were received on July 2, 2014.

FINANCIAL IMPACT: The FY 2015 Budget has \$65,000 budgeted in Capital Lease – Buildings (40110131 – 72520) for this project. Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 107 and 114.

Respectfully submitted for Council consideration.

Prepared by: David Young, BCPA Facilities Manager & Event Coordinator

Reviewed by: Tina Salamone, Performing Arts Manager/Director – BCPA
Bobbie Herakovich, Interim Director of Parks, Recreation & Cultural Arts

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachment: Attachment 1. Resolution

Motion: That the Change Order using the unit prices from R.L. Vollentine Construction, Inc. for the west elevation tuck pointing project be accepted, and the Change Order be approved, in the amount of \$10,933, to be paid out of the FY 2015 Budget, the Mayor and City Clerk be authorized to execute the necessary documents and the Resolution adopted

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Hauman | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

RESOLUTION NO. 2014 -

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$10,933 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND R.L. VOLLENTINE CONSTRUCTION, INC.**

WHEREAS, the City of Bloomington has previously entered into a contract with R.L. Vollentine Construction, Inc. and

WHEREAS, for the reasons set forth in a staff report dated October 27, 2014, while performing the previously contracted for duck pointing work, it became apparent that the west elevation was in much greater deterioration than anticipated; and

WHEREAS, it is the finding of the City Council that the additional work described in the October 27, 2014 memo, namely the installation of additional brick, tuck pointing, lift rental and additional insurance and bond costs to make the necessary and previously unforeseen but related repairs, is in the best interest of the citizens of the City of Bloomington and is germane to the original contract.

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

That a change order in the amount of \$10,933 in the contract between the City of Bloomington and R.L. Vollentine Construction, Inc. be approved.

ADOPTED this 27th day of October, 2014.

APPROVED this ____ day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: October 27, 2014

SUBJECT: Change Order No. 1 to the Professional Services Agreement with Clark Dietz, Inc. for the Phase 2 Locust CSO (Combined Sewer Overflow) Elimination and Water Main Replacement Project Design

RECOMMENDATION/MOTION: Recommend that the Change Order to the Clark Dietz design contract for the Phase 2 Locust Street CSO Elimination and Water Main Replacement Project be approved, in the additional amount of \$13,188.50, and the Resolution be adopted. The change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2.b. Quality water for the long term and 5.b. City decisions consistent with plans and policies. Working toward elimination of CSO provides good stewardship and improved quality of life by reducing pollution in our rivers and streams, and also help the City meets its commitment to eliminate CSO under directive from the Illinois Environmental Protection Agency, (IEPA).

BACKGROUND: At the June 10, 2014 Council meeting, Council approved a professional services contract with Clark Dietz in the amount of \$285,355 for the engineering design of Phase 2 Locust CSO Elimination and Water Main Replacement Project. The original scope for this Phase 2 design work included design of sewer lining for existing sewer mains to remain in place within the Phase 2 project limits. However, there had previously been identified existing sewers within the limits of the Phase 1 project that were also candidates for sewer lining, possibly on a City, (non-IEPA loan), sewer lining project. The Phase 2 project will now include an alternate bid option to line existing sewers within the Phase 1 project limits. Sewer lining prices will be evaluated after bid opening to determine the extent of sewer lining to be completed as part of the Phase 2 IEPA loan project. Additional design work also included design of storm sewer to correct a surface drainage problem in the alley between Moore and Warner that was identified after topographic survey work was completed under the Phase 2 design contract. These items were not in the original scope of Clark Dietz's contract for Phase 2 design. Clark Dietz has proposed charges totaling \$13,188.50 to include this additional design in the Phase 2 project plans.

Staff has reviewed the proposed charges for additional design services and found them to be reasonable. The increased design cost is necessary to expand the project scope above that previously approved by Council. To pay Clark Dietz, Inc. for these design scope increases, the current agreement would need to be amended to include the additional \$13,188.50 in design cost, summarized as follows:

| Organization | Account | Original Contract | Changer Order #1 | Total |
|--------------|----------------|-------------------|------------------|--------------|
| Water | 50100110-70050 | \$109,255 | | \$109,255.00 |
| Sewer | 51101100-70050 | 88,050 | \$6,594.25 | \$94,644.25 |
| Storm | 53103100-70050 | 88,050 | 6,594.25 | \$94,644.25 |
| Total | | \$285,355 | \$13,188.50 | \$298,543.50 |

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A public meeting will be held this fall or early winter.

FINANCIAL IMPACT: There are sufficient funds budgeted FY 2015 Budget in Sewer and Storm Water available to cover this change order. For stakeholders, please reference the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program". The Sewer - Engineering Services (51101100 - 70050) budget can be found on page 158 and the Storm Water - Engineering Services (53103100 - 70050) budget can be located on page 168.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Project Engineer

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

Reviewed by: Sue McLaughlin, Interim Deputy City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2. Project location map

Motion: That the Change Order to the Clark Dietz design contract for the Phase 2 Locust Street CSO Elimination and Water Main Replacement Project be approved, in the additional amount of \$13,188.50, and the Resolution be adopted. The change is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Hauman | | | | Alderman Sage | | | |
| Alderman Fruin | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

RESOLUTION NO. 2015 -

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$13,188.50 IN THE CONTRACT BETWEEN THE
CITY OF BLOOMINGTON AND CLARK DIETZ, INC.**

WHEREAS, the City of Bloomington has previously entered into a professional services contract with Clark Dietz, Inc. for the engineering design of Phase 2 Locust Street CSO Elimination and Water Main Replacement Project and

WHEREAS, for the reasons set forth in the staff report in the October 27, 2014 memo it was necessary to lining existing sewers and drainage improvements to alleys between Moore and Warner St.; and

WHEREAS, it is the finding of the City Council that the work described in the October 27, 2014 memo is germane to the original contract as signed and is in the best interest of the City of Bloomington and authorized by law.

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

That a change order in the amount of \$13,188.50 in the contract between the City of Bloomington and Stark Excavating, Inc. be approved.

ADOPTED this 27th day of October, 2014.

APPROVED this ____ day of October, 2014.

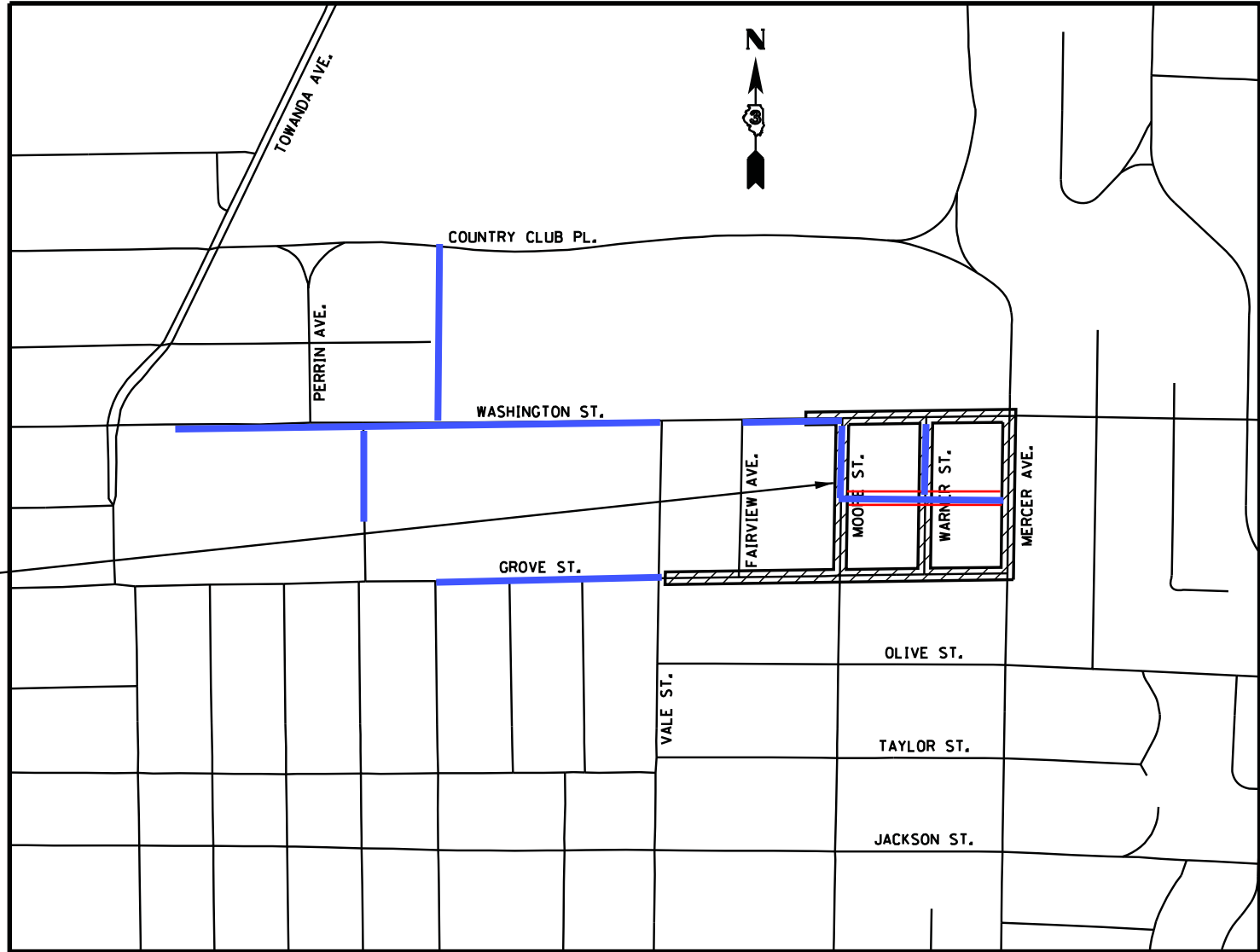
APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk

R. 2 E.

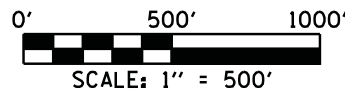




T. 23 N.

PROJECT LOCATION
 WASHINGTON STREET
 GROVE STREET
 MOORE STREET
 WARNER STREET
 MERCER AVENUE

Phase 2
Locust Colton CSO Elimination
and Water Main Replacement

LOCATION MAP



-  Sewer lining
-  Alley drainage



FOR COUNCIL: October 27, 2014

SUBJECT: Grant Application – Illinois Historic Preservation Agency, (IHPA)

RECOMMENDATION: Recommend that the request for submittal of a \$21,000 grant application to the IHPA be approved to allow improvements and modifications to the Historic Preservation portion of the City’s web site.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services and Goal 6. Prosperous Downtown.

STRATEGIC PLAN SIGNIFICANCE: Objective 1e: Partnering with others for the most cost effective service delivery and Objective 6e. Preservation of historic buildings.

BACKGROUND: The mission of the IHPA is to collect, preserve, interpret and communicate the diverse heritage of Illinois, and to educate the public by providing access to historic resources in the state. One way this is accomplished is by providing funding resources to local communities allowing them to enhance a community’s ability to collect and ensure access to historical documents, and to educate local residents as to the historical resources within the community.

To this end, the Historical Preservation Commission believed it best to pursue a grant that would invigorate efforts to increase awareness of historical resources in the City and to educate residents on the nature of these resources. Accordingly, funding is being sought to significantly enhance the City’s web site devoted to historic preservation, to provide information as to preservation grants available through the City, to provide information as to obtaining Certificate of Appropriateness when undertaking improvements to a building within one of our historic districts, to more fully display and describe the six (6) historic districts within the City, to identify and describe the twelve (12) historic structures in the City, and to allow for the production of up to four (4) vignettes that would provide more in-depth information on individual buildings. Future grant initiatives will be sought to expand this to include all of the historic buildings in the City, and each of the six (6) historic districts, as well as vignettes on the history of the City and perhaps well-known historical residents of and visitors to the City.

While this grant program is available on an annual basis, the City has not taken advantage of the program. It is recommended that if successful, annual grant requests be made to the IHPA to further the efforts of the Historic Preservation Commission and the City.

This is a 70/30 grant, with seventy percent (70%) of the funding provided by the IHPA, and thirty percent (30%) by the City. This is also a reimbursable grant, the City will have to provide

for the full \$21,000 in funds for the program, requesting, at project completion, the \$14,700 in reimbursable expenses.

As this was not an anticipate expenditure from the current City Budget, actual expenses will be deferred until the FY 2016 budget which begins May 1, 2015.

COMMUNITY GROUPS/INTERESTED PARTIES CONTACTED: Historic Preservation Commission, McLean County Museum of History, and the City’s Staff Planning and Land Development Committee, (SPALD).

FINANCIAL IMPACT: There is no financial impact at this time as this memo is requesting permission to apply for the grant.

Respectively submitted for Council consideration.

Prepared by: Frank Koehler, Interim Economic Development Coordinator

Reviewed by:

Financial and budgetary impact reviewed by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by:

Recommended by:



David A. Hales
City Manager

Attachment: Attachment 1. Draft Grant Application

Motion: That the request for submittal of a \$21,000 grant application to the IHPA be approved to allow improvements and modifications to the Historic Preservation portion of the City’s web site

Motion: _____

Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

ILLINOIS HISTORIC PRESERVATION AGENCY
APPLICATION FOR CLG MATCHING GRANT

1. **Project Description:** City of Bloomington Website Redesign, Maps and Informational Videos

2. **Project Period:** From Grant Approval through September 30, 2016

3. **Type of Project** [x] Public Education

4. **Project Cost:**

Total Project: **\$21,000.00**

70% **\$14,700.00** 30% **\$6,300.00**

5. **Applicant Information**

Community Name: City of Bloomington
Address: 115 E. Washington Street, Suite 201
City: Bloomington Zip: 61702 County: McLean
Local Contact: Frank Koehler Phone: 309.434.2611
Email: frankkoehler@cityblm.org
U.S. Congressional District: IL Senate:
State Representative District(s)

6. **Scope of work:** Provide a detailed work program; explain how it meets local planning priorities, and demonstrate local support:

(See attached)

7. **Project Personnel**

Supervisor: Mark Woolard, City Planner

Other Project Personnel: Frank Koehler, Interim Economic Development Director

8. **Project Documents** (attach pages as needed for National Register, Survey and Assessment Projects)

9. **Project Budget Detail** – Estimated Budget Detail (attach pages as needed)

| Item | Cost | Vendor | Quantity | Size | Additional Costs |
|--|----------------------|--------|---|------|------------------|
| Thematic Redesign of Historic Preservation web site on City IS Server | \$2,500.00 | TBD | 1 | | \$2,500.00 |
| Preparation of script describing individual (6) historical districts in Bloomington | \$2,500.00 | TBD | 1 | | \$2,500.00 |
| Creation of digital maps identifying boundaries and including brief description of individual historic districts | \$5,000.00 | TBD | 6 maps; one for each district | | \$5,000.00 |
| Preparation of script describing each of individual (12) historical buildings in City | \$ 2,500.00 | TBD | 1 | | \$2,500.00 |
| Creation of digital City map for inclusion on City Web Site showing location, and including picture and brief description of 12 historic buildings within the City | \$2,500.00 | TBD | Picture and brief description of each of 12 designated historic buildings | | \$2,500.00 |
| Production of up to four videos for posting on City Web site of individual historic buildings in City | \$1,500.00 per video | TBD | 4 | | \$6,000.00 |
| | | | | | |
| TOTAL | | | | | 21,000.00 |
| | | | | | |
| | | | | | |

10. **Funding Resources** (Shows 70% / 30% breakout)

| Source | Amount |
|------------------------------|---------------------|
| CLG Grant Award | \$ 14,700.00 |
| Local Match Cash | \$ 6,300.00 |
| Local Match Volunteer Hours | \$ _____ |
| Local Match Donated in-kind | \$ _____ |
| Project Funding Total | \$ 21,000.00 |

12. Signature of Authorized Representative of CLG

Signature

Printed Name and Title

Date:

DRAFT

SCOPE OF WORK: Provide a detailed work program; explain how it meets local planning priorities, and demonstrate local support:

Public Education Projects: Public education includes outreach programs or activities that promote historic preservation in the community, including the production and distribution of information in various media, development of audio-visual presentations or websites, and temporary or permanent exhibits. Public information and education programs and short term training events, provided by an approved subcontractor can be eligible for expedited reporting and reimbursement request procedures, to meet minimum requirements as stipulated by the National Park Service.

At present, the City of Bloomington's website as it relates to historic preservation is less than acceptable.

- Information as to historic preservation grants is relegated to other areas of the city's web site.
- No information is available as to location and nature of the six individual historic districts (five of which are National Historic District), nor the twelve buildings listed on the National Register of Historic Places.
- No acceptable icon/link is available for access to the McLean County Historical Museum which is based in Bloomington within the former McLean County Court House, a property which itself is on the National Registrar of Historic Places
- No information is included, nor is an icon/link is provided as to the Historic Nature of Bloomington and McLean County, the relationship between Bloomington, residents of Bloomington, Abraham Lincoln, and the role played in support of Abraham Lincoln.
- No information is included, nor is an icon/link provided to discuss the History of Bloomington and the role played by the construction of area railroads
- No information is included, nor is an icon/link provided to Evergreen Memorial Cemetery in Bloomington, which serves as the final resting place of David Davis, Adlai Stevenson I, Adlai Stevenson II and others.

The requested grant will provide resources to redesign that portion of the City's website devoted to Historic Preservation to more prominently promote:

- History of Bloomington
- Historical Buildings in Bloomington, including those listed on the National Register:
 - George Miller House
 - McLean County Courthouse and Square
 - Holy Trinity Church Rectory
 - White Building
 - Robert Greenlee House
 - George H. Cox House
 - Scott-Vroom House
 - John M. Hamilton House
 - Clover Lawn – National Historic Landmark
 - Adlai E. Stevenson House
 - David Davis III and IV House

A map showing the location of each place, as well as a picture of each place, will be included.

- Each of the Six Individual Historic Districts in Bloomington
 - Davis-Jefferson Historic District
 - Downtown Bloomington Historic District - NHD
 - East Grove Street Historic District - NHD
 - Franklin Square Historic District - NHD
 - North Roosevelt Avenue Historic - District
 - White's Places Historic District - NHD

A map showing the location and boundaries of each districts, as well as a brief description of the district, will be included.

- Identification and description of local grant programs to assist in historic preservation, including:
 - Application for funding through the Eugene D. Funk, Jr. Historic Preservation Grant
 - Application for funding through the Harriet Fuller Rust Façade Grant
- Process for obtaining a Certificates of Appropriateness for repairs and painting to properties

Icons and links will also be provided to facilitate access to the McLean County Historical Society and the Illinois Historic Preservation Agency

Funding is also requested to allow for the production of up to four vignettes, to be posted on YouTube, providing greater detail on the history of an individual building, taking into consideration its architectural style, occupants, and its significance to the History of Bloomington

RELATIONSHIP TO LOCAL PLANNING PRIORITIES:

Notwithstanding the lack of visual support as evidenced by the less than quality representation on the City's Website, Historical Significance and Preservation is a critical component of the fabric of Bloomington

- Recently completed Westside Revitalization Plan (provide linkage)
- Recently completed Downtown Strategy (provide linkage)
- City continues to provide upwards of \$_____ - in annual funding for historic preservation
 - During the last ten years, more than \$_____ in public grants has been leveraged with \$ _____ in private funding to support the restoration and renovation, in varying

Evidence of Local Support

Suggested: Resolution in support of application from Bloomington Historic Preservation Commission
 Letter of support from McLean County Historical Society
 Other letters of support



FOR COUNCIL: October 27, 2014

SUBJECT: Grove Subdivision – Memorandum of Understanding (MOU) & Agreement

RECOMMENDATION/MOTION: Recommend that the MOU & Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; Goal 4. Strong neighborhoods; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services; 1d. City services delivered in the most cost-effective, efficient manner; 2a. Better quality roads and sidewalks; 4d. Improved neighborhood infrastructure; and 5b. City decisions consistent with plans and policies.

BACKGROUND: At the August 25, 2014, Work Session, City staff outlined a number of options regarding future development at the Grove Subdivision. Since that Work Session, staff has continued to work with the developers and is now proposing a Memorandum of Understanding be adopted to ensure clarity of the rights and responsibilities of the parties regarding the construction of a nature trail at the subdivision and notice requirements for future improvements.

To avoid the additional expense to the City of installing a pedestrian underpass at Kickapoo Creek Rd., and as a result of the trail most likely being used as a nature path, the MOU provides that no pedestrian underpass will be required to be constructed by the developers. However, the developers will be required to grade the pedestrian path as shown on the Preliminary Plan, specifically including up to and level with Kickapoo Creek Rd. The developers will also be required to construct retaining walls to address the vertical grade difference.

To assist the City plan for any other future obligations, the MOU requires the developers to annually, on or before October 1st of each year, provide written notice of all known and anticipated City expenditures that may be required under the applicable Annexation Agreement for the next fiscal year and any time in between. Outside of this annual report, the developers will also be required to provide written notice any other time it becomes known that future development is planned and a possible future expense created for the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Grove on Kickapoo Creek, LLC, McLean County Unit District 5 and Farnsworth Group.

FINANCIAL IMPACT: The October 1st date will assist City planning for any other future obligations, the MOU requires the developers to annually, on or before October 1st of each year

to provide written notice of all known and anticipated City expenditures that may be required under the applicable Annexation Agreement for the next fiscal year and any time in between.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works
Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Recommended by:



David A. Hales
City Manager

Attachments: Memorandum of Understanding & Agreement

Motion: That the MOU & Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

GROVE SUBDIVISION
MEMORANDUM OF UNDERSTANDING & AGREEMENT

This Memorandum of Understanding and Agreement (hereinafter, “Memorandum of Understanding”) is made and entered into on this 13th day of October, 2014, by and between the City of Bloomington, McLean County, Illinois, herein referred to as “City” and Eastlake, L.L.C., herein referred to as “Owner”.

WHEREAS, on September 26, 2005, an Annexation Agreement (hereinafter, “Agreement”) for development of certain land, subsequently annexed as The Grove on Kickapoo Creek (hereinafter, “Subdivision”), which was entered into by and between the City and, among others, Eastlake, L.L.C.;

WHEREAS, Eastlake, L.L.C. remains the Owner of certain undeveloped land subject to the Agreement, including certain land west of Kickapoo Creek Road;

WHEREAS, the Preliminary Plan and Amended Preliminary Plan, related to the Subdivision, reflect a certain bike/pedestrian path west of Kickapoo Creek Road (hereinafter, “Extended Pedestrian Path”); and

WHEREAS, since the approval of the Agreement, the parties have disputed whether the Agreement and related documents require the Owner to install a pedestrian underpass at Kickapoo Creek Road (hereinafter “Underpass”), adjoining the Extended Pedestrian Path to the Subdivision east of Kickapoo Creek Road; and

WHEREAS, the Underpass is not required as a term of the Agreement, Preliminary Plans, or Amended Preliminary Plans; and

WHEREAS, there are other requirements within the Subdivision that may in the future require the City to expend funds, but nothing within the Agreement that requires advance notice to the City; and

WHEREAS, to avoid future disputes, the parties desire to enter into this Memorandum of Understanding to memorialize the parties obligations related to the Underpass and providing notice under the terms of the Agreement.

THEREFORE, IT IS AGREED BY THE CITY AND OWNER AS FOLLOWS:

Section 1. Recitals. The recitals sets forth above shall be incorporated herein to this Section 1 of this Memorandum of Understanding as if fully stated herein.

Section 2. Underpass & Pedestrian Path Obligations. The City acknowledges and affirmatively states that the Owner, its Members, successors and assigns (hereinafter collectively referred to as, “Owner”), have no obligation to construct or financially contribute to an Underpass, whether now or in the future, connecting the Extended Pedestrian Path to the

Subdivision east of Kickapoo Creek Road. However, the parties acknowledge that the Owner shall have the following obligations:

- (A) The Owner, at its sole cost and expense, will grade the pedestrian path as shown on the Preliminary Plan and Amended Preliminary Plan, up to and level with Kickapoo Creek Road;
- (B) The Owner, at its sole cost and expense, will construct any necessary retaining walls required because of the vertical grade difference associated with the pedestrian path and grading up to the elevation of Kickapoo Creek Road.

The parties further agree that upon completion of the Extended Path, the City shall take ownership thereof, and be responsible, both financially and otherwise, for paving, if desired, and maintaining the Extended Path, and that Owner shall have no further or additional obligations related thereto. Furthermore, in the event the City shall later determine the Underpass is necessary or convenient, it shall be solely responsible for all costs of the Underpass, including, but not limited to, the costs of engineering, re-grading, and installing the Underpass, including costs for labor and materials.

Section 3. Notice. The Owner will annually, on or before October 1 of each year, provide written notice of (1) all known and anticipated City expenditures that may be reasonably required under the terms of the Agreement, or any other related documents, and (2) any intended and anticipated subsequent Addition to the Subdivision for the next fiscal year. The parties recognize that it is not always possible to foresee all required expenditures. As a result, and in addition to the notice provided above, Owner shall provide the City with reasonable written notice, upon becoming aware of same, of any unforeseen item(s), requiring, or likely to require, an additional expenditure by City. The notice required hereunder shall be based upon information reasonably available to Owner in the course of development and/or construction, and shall not result in any greater, further or additional duty, by Owner to City. The notices set forth herein shall be by both regular and certified mail, sent to the direction of the Director of Public Works at 115 East Washington Street, Bloomington, Illinois 61702, and the City Manager, at 109 E. Olive Street, Bloomington, Illinois 61702.

Section 4. Severability. It is hereby expressed to be the intent of the parties to this Memorandum of Understanding that should any provision, covenant, agreement, or portion of this Memorandum of Understanding, or its application to any person (defined to include any corporation, limited liability company, governmental unit or individual) or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Memorandum of Understanding, and the validity, enforceability, and application to any person or property shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Memorandum of Understanding to the greatest extent permitted by applicable law.

Section 5. Entire Agreement. Except for the Annexation Agreement governing the parties, this Memorandum of Understanding and Agreement constitutes the entire agreement between the parties with respect to the issues addressed herein and supersedes any and all prior

agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Memorandum of Understanding.

Section 6. No Third Party Beneficiaries. No claim as a third party beneficiary under this Memorandum of Understanding by any Person shall be made, or be valid, against the City or Owner.

EXECUTED and ADOPTED this ____ day of October, 2014, at Bloomington, Illinois.

**City of Bloomington, Illinois,
A Municipal Corporation**

By: _____
Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

EASTLAKE, LLC by its Members

IUVO CONSTRUCTION, LLC

ATTEST

Its:

KAISNER CORPORATION

ATTEST

Its:

DOUD BUILDERS, INC.

ATTEST

Its:

CORE III, LLC

ATTEST

Its:

FRANKE III, LLC

ATTEST

Its:

ARMSTRONG CONSTRUCTION CO.

ATTEST

Its:



FOR COUNCIL: October 27, 2014

SUBJECT: Intergovernmental Agreement with the County of McLean for Cost Sharing of the Local Portion of Traffic Signal Improvements at Towanda Barnes Rd. and Fort Jesse Rd.

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

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2.a. Better quality roads and sidewalks and Objective 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: The County of McLean will be bidding a multi-million dollar road construction project on an Illinois Department of Transportation, (IDOT), letting in November 2014 to widen Towanda Barnes Rd. from Fort Jesse Rd. north through Raab Rd. to a five (5) lane urban section. As part of this project there will be some traffic signal work at the intersection of Towanda Barnes Rd. and Fort Jesse Rd. Most of the cost of this project is being paid for using federal funds. There is a local cost share to this project and this Intergovernmental Agreement specifies that the City will pay for half of the local share of the actual final cost for the traffic signal work at this location. This is based on an existing Intergovernmental Agreement for Traffic Signal Maintenance that specifies the City and County share traffic signal maintenance costs at this location 50/50 since Towanda Barnes Rd. is a County Highway and Fort Jesse Rd. is under City's jurisdiction. The current estimate of the City's share is about \$9,000. The actual amount due will be calculated based upon the work completed at the contract awarded bid prices.

Construction is expected to begin in the spring 2015.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County. This project is included in the approved Transportation Improvement Plan (TIP) for McLean County.

FINANCIAL IMPACT: For this item \$15,000 has been included in the FY 2016 proposed Budget. The funding Funds will be requested for approval in the FY 2016 Proposed Budget out of Capital Improvement - Street Construction and Improvement account (40100100 - 72530).

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, City Engineer

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

Reviewed by: (fill in)

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Intergovernmental Agreement

Motion: That the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON AND THE COUNTY OF MCLEAN
FOR TRAFFIC SIGNAL UPGRADES AT
TOWANDA BARNES ROAD AND FORT JESSE ROAD**

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220\1 *et seq.*, permits and encourages local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions, and;

WHEREAS, the City of Bloomington, hereinafter called “City”, is a municipal corporation and the County of McLean, hereinafter called “County”, is a body corporate and politic, and;

WHEREAS, it is in the best interest of the public health, safety and welfare that traffic studies are performed at intersections of high volume, and;

WHEREAS, the County Highway Department has performed an Engineering Study at the intersection of Towanda Barnes Road and Fort Jesse Road, and;

WHEREAS, Traffic Control Signal Upgrades are warranted at the intersection of Towanda Barnes Road and Fort Jesse Road, and;

WHEREAS, the City and County agree that the cost of construction and maintenance for the Traffic Control Signals at the intersection of Towanda Barnes Road and Fort Jesse Road should be shared based on the number of legs of the intersection for which each has jurisdiction, and, now:

THEREFORE, be it hereby mutually agreed as follows:

1. The County has had the necessary preliminary engineering performed.
2. The City and County agree to proceed with the construction of the traffic control signal upgrades and the associated necessary work.
3. The construction shall be budgeted for the summer of 2015, and shall be performed after April 15, 2015.
4. The County shall be the lead agency, and has entered into an Engineering Agreement for an Intersection Design Study (IDS), the Traffic Signal Design, and Intersection Design. The County will supervise the construction of the project.
5. The Illinois Department of Transportation will take bids and enter into the Contract with the concurrence of the County.

6. The City shall reimburse the County for Fifty percent (50%) of all construction costs associated with the upgrade of signals at the intersection which are not covered by the federal funding for the project as work progresses.
7. It is also hereby mutually agreed to amend "Exhibit A" of the Intergovernmental Agreement for Maintenance of Traffic Control Devices of September 2002, as hereby attached.
8. The City and County agree to pay their respective proportional shares of maintenance and energy costs to operate the signals identified in Exhibit A in the amounts specified and attributable to each entity in Exhibit A.

APPROVED:

ATTEST:

Mayor Tari Renner (date)
City of Bloomington

Tracey Covert
City of Bloomington Clerk

Chairman Matt Sorensen (date)
McLean County Board

Kathy Michael
McLean County Clerk

THE LIST OF SIGNALIZED INTERSECTIONS WITHIN THE CORPORATION

THE LEVEL OF MAINTENANCE REFERS TO THE
TRAFFIC SIGNAL MAINTENANCE PROVISIONS IN EXHIBIT B.

EXHIBIT A
MASTER AGREEMENT TABLE
BLOOMINGTON

| Loc No | Intersection | MAINTENANCE | | ENERGY | | Level |
|--------|--|-------------|-------|---------|-------|-------|
| | | County% | City% | County% | City% | |
| 141 | Towanda Barnes Road Ireland Grove Road | 50 | 50 | 50 | 50 | 1 |
| 142 | Towanda Barnes Road General Electric Road | 50 | 50 | 50 | 50 | 1 |
| 143 | Towanda Barnes Road Fort Jesse Road | 50 | 50 | 50 | 50 | 1 |
| 144 | Towanda Barnes Road Oakland Avenue | 50 | 50 | 50 | 50 | 1 |
| 145 | White Oak Road Dr Martin Luther King Jr Drive | 50 | 50 | 50 | 50 | 1 |

Approved: September, 2002

Revised: October, 2014



FOR COUNCIL: October 27, 2014

SUBJECT: Illinois Environmental Protection Agency (IEPA) Loan Closeout Documents for Phase 1 Locust Combined Sewer Overflow (CSO) Elimination and Water Main Replacement Project

RECOMMENDATION/MOTION: Recommend that the Mayor and City Clerk be authorized to execute the IEPA Locust CSO Elimination and Water Main Replacement Phase 1 loan closeout documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 2.b. Quality water for the long term and Objective 5b. City decisions consistent with plans and policies.

Working toward elimination of CSO provides good stewardship and improved quality of life by reducing pollution in our rivers and streams, and also help the City meets its commitment to eliminate CSO under directive from the IEPA.

BACKGROUND: In compliance with IEPA’s policy for control of CSO, the City developed a Long Term Control Plan, (LTCP), to identify CSO locations as a tool to work towards elimination of CSO within the City’s sewer system. Of the seven (7) CSO locations originally identified, the only remaining locations are at Maizefield Ave., Locust St. and Colton Avenue. A draft report has been completed for the Maizefield CSO location which has identified solutions for eliminating that CSO. The Colton Ave. CSO is located just downstream from the Locust St. CSO, which are both CSO outlets to the same sewer shed. The Colton CSO has been closed with sandbags since October 2009 and will continue to be monitored until the Locust CSO elimination work is completed and both CSO locations may be removed from the IEPA list. Phase 1 construction which involved a multiphase project to eliminate the Locust CSO was recently completed. Federal stimulus funds were available for this project; terms of the Phase 1 project State Revolving Fund, (SRF), loan included 1.25% interest on a twenty (20) year repayment schedule and principle forgiveness of \$1,362,016 on the sewer loan and \$728,233 on the water loan.

In order for the IEPA to continue the process for closeout of the Phase 1 loan, there are documents the City must sign and return. Those documents include the following:

1. Certificate Regarding O&M (Operation & Maintenance)
2. Release of Liability, Obligations and Claims

The City meets the requirements of the “Certificate Regarding O & M” through trained sewer maintenance crews, and maintaining records that include manufacturer’s information, as-built

drawings, and reference manuals. The "Release of Liability, Obligations and Claims" may be provided because the City has final waivers of lien on file in the project records.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Project Engineer

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

Reviewed by: Sue McLaughlin, Interim Asst. City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeff Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Certificate Regarding O & M
Attachment 2. Release of Liability, Obligations and Claims

Motion: That the Mayor and City Clerk be authorized to execute the IEPA Locust CSO Elimination and Water Main Replacement Phase 1 loan closeout documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

Certificate Regarding O & M

Whereas, under the provisions of the State Revolving Loan Fund Regulations, it is required that the City of Bloomington, IL, the governing body, provide assurance of efficient operation and maintenance of the sewage treatment works proposed under project L17 3284.

Therefore, be it resolved by the City of Bloomington, IL, the governing body, hereby certifies that the following training and documents have been provided for the operation and maintenance of the equipment and/or process units included in the project, and that applicable documents are available for Agency review;

1. Training pertaining to the proper operation and maintenance of the equipment and/or process units included in the project.
2. An operation and maintenance reference library which includes, but is not limited to, the following:
 - a. Manufacturer's literature, shop drawings and warranties, as well as maintenance schedule for the equipment and/or process units included in the project.
 - b. "As Built" drawings with valve indices for the equipment and/or process units included in the project. For mechanical sewage treatment plants, the valve index shall include a listing of valve positions for each possible alternate flow configuration, including by-passing of individual treatment processes and/or units, and recommended configurations for emergency conditions that could reasonably be expected to occur.
3. Applicable volumes from Operation of Wastewater Treatment Plants or Operation and Maintenance of Wastewater Collection Systems, California State University, latest edition, or equivalent.

Signature and Title of Authorized Representative

Date



FOR COUNCIL: October 27, 2014

SUBJECT: Agreement with Microsoft Software Enterprise for License Renewal

RECOMMENDATION/MOTION: Recommend that the payment to CDWG, Inc. for the 2014 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing, be approved, in the amount of \$147,576.83, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City Services delivered in the most cost-effective, efficient manner. Microsoft software licenses, (PC/Server operating systems, enterprise databases, office productivity software, etc.), are used by staff within every City department supporting daily operations of the City. As such, it is a critical component of achieving the high level of customer service the City strives for.

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

Costs for the previous five (5) years of Microsoft EA licensing were:

| | |
|--------|--------------|
| FY2013 | \$112,044.64 |
| FY2012 | \$100,609.64 |
| FY2011 | \$91,689.08 |
| FY2010 | \$105,595.37 |
| FY2009 | \$107,787.77 |

The 2014 payment is higher as a result of Microsoft's price increases and a transition from a device licensing model to a user licensing model. Under the device licensing model, Microsoft now requires a license for every possible device from which a user might access network resources. With today's users accessing information, (i.e. emails, files, applications, websites), from desktop PC's, laptop PC's, smart phones, tablets and even home computers, staff research proved that licensing costs would have risen much higher than the proposed \$147,576.83. Under a user licensing model, each user may access network resources from any number of devices, controlling costs to some degree.

The Microsoft EA is a three (3) year agreement, with licensing costs being spread across all three (3) years. However, there are provisions within the agreement allowing the City to terminate should funds not be available in future budget years.

The City is able to participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract, under which the State of Illinois has negotiated with Microsoft for lower licensing costs, (Contract: Illinois Microsoft EA Agreement, CMS2595580). The Microsoft reseller selected to manage the state's contract is CDWG, Inc., Vernon Hills, IL. As such, the City may only participate in the Microsoft EA by purchasing through CDWG.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: The \$147,576.83 has been budgeted in the FY 2015 Budget under Information Services - Repair/Maintenance Office and Computer Equipment (10011610 - 70530). Stakeholders can locate this in the FY 2015 Budget Book titled "Budget Overview & General Fund" on page 164.

Respectfully submitted for Council consideration.

Prepared by: Scott Sprouls, Information Services Director

Reviewed by: Alexander McElroy, Assistant to the City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Enterprise Enrollment
Attachment 2. CDW-G Quote
Attachment 3. Dupage County Custom Microsoft EA
Attachment 4. State of IL Microsoft EA

Motion: That the payment to CDWG, Inc. for the 2014 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City’s Microsoft licensing, be approved, in the amount of \$147,576.83, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|-----------------|-----|-----|-------|--------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

Enterprise Enrollment

State and Local

| | |
|--|--|
| Enterprise Enrollment number <i>(Microsoft to complete)</i> | |
| Previous Enrollment number <i>(Reseller to complete)</i> | |

| | |
|---|--|
| Proposal ID | |
| Earliest expiring previous Enrollment end date ¹ | |

¹ If consolidating from multiple previous Enrollments with Software Assurance, complete the multiple previous Enrollment form and attach it to this Enrollment. Enterprise Products can only be renewed from a Qualifying Enrollment. Additional Products can be renewed from any previous Enrollment with Software Assurance.

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

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

This Enrollment consists of (1) this document, (2) the terms of the Enterprise Agreement identified on the signature form, and (3) any supplemental contact information form or multiple previous enrollment form that may be required. If Customer's Enterprise Agreement is a version 6.4 or earlier, the Desktop Terms and Conditions are incorporated by reference.

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

Effective date. If Customer is renewing Software Assurance from one or more previous Qualifying Enrollments, then the effective date will be the day after the first Enrollment expires. Otherwise the effective date will be the date this Enrollment is accepted by Microsoft.

If renewing Software Assurance, the Reseller will need to insert the previous Enrollment number and end date in the respective boxes above.

Term. This Enrollment will expire 36 full calendar months from the effective date. It could be terminated earlier or renewed as provided in the Microsoft Enterprise Agreement. Microsoft will advise Customer of the renewal options before it expires.

Product order. The Reseller will provide Customer with Customer's Product pricing and order. Prices and billing terms for all Products ordered will be determined by agreement between Customer and the Reseller. The Reseller will provide Microsoft with the order separately from this Enrollment.

Qualifying systems Licenses. All desktop operating system Licenses provided under this program are upgrade Licenses. *No full operating system Licenses are available under this program.* If Customer selects the Desktop Platform or the Windows Desktop Operating System Upgrade & Software Assurance, all Qualified Desktops on which the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product List at <http://microsoft.com/licensing/contracts>. Note that the list of operating systems that qualify for the Windows Desktop Operating System Upgrade varies with the circumstances of the order. That list is more extensive at the time of the initial order than it is for some subsequent true-ups and system refreshes during the term of this Enrollment.

For example, Windows XP Home Edition or successor Products are not qualifying operating systems.

1. Contact information.

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

- a. Primary contact information:** The Customer of this Enrollment must identify an individual from inside its organization to serve as the primary contact. This contact is the default administrator for this Enrollment and receives all notices unless Microsoft is provided written notice of a change. The administrator may appoint other administrators and grant others access to online information.

Name of entity (must be legal entity name)* City of Bloomington, IL
Contact name* First Scott **Last** Sprouls
Contact email address* ssprouls@cityblm.org
Street address* 109 E. Olive Street
City* Bloomington **State *** IL **Postal code*** 61701
Country* USA
Phone* 309-434-2473 **Fax** 309-434-2601
Tax ID (if applicable) E9994-9903-06

- b. Notices and online administrator:** This individual receives online administrator permissions and thus may grant online access to others. This contact also receives all notices.

Same as primary contact

Name of entity (must be legal entity name)*
Contact name* First **Last**
Contact email address*
Street address*
City* **State *** **Postal code***
Country*
Phone* **Fax**

This contact is a third party (not the Customer). Warning: This contact receives personally identifiable information of the Customer.

- c. Language preference:** Select the language for notices. English

- d. Microsoft account manager:** Provide the Microsoft account manager contact for this Customer.

Microsoft account manager name:
Microsoft account manager email address:

- e.** If Customer requires a separate contact for any of the following, attach the Supplemental Contact Information form. Otherwise, the notices contact remains the default.

- Additional notices contact
- Software Assurance manager
- Subscription manager
- Online Services manager
- Customer Support Manager (CSM) contact

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

- g. Reseller information**
Reseller company name*
Street address (PO boxes will not be accepted)*
City* State * Postal code*
Country*
Contact name *
Phone*
Fax
Contact email address*

The undersigned confirms that the information is correct.

| |
|--|
| Name of Reseller* Signature* _____ Printed name* Printed title* Date* |
|--|

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with one another, Customer must choose a replacement. If Customer intends to change the Reseller, it must notify Microsoft and the former Reseller, in writing on a form provided at least 90 days prior to the date on which the change is to take effect. The change will take effect 90 days from the date of Customer's signature.

2. Defining your Enterprise.

Use this section to identify which Affiliates are included in the Enterprise. Customer's Enterprise must consist of entire government agencies, departments or legal jurisdictions, not partial government agencies, departments, or legal jurisdictions. (Check only one box in this section.)

- Only you (and no other affiliates) will be participating
- Customer and all Affiliates are included (*excluding* new Affiliates with which you consolidate in the future)
- The following Affiliates are excluded

3. Establishing Customer price level.

The price level indicated in this section will be the price level for the initial Enrollment term for all Enterprise Products ordered and for any Additional Products in the same pool(s). The price level for any other Additional Products will be level "D".

| | |
|--|--|
| Qualified Desktops: Customer represents that the total number of Qualified Desktops in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 desktops). | |
|--|--|

Qualified Users: Customer represents that the total number of Qualified Users in its Enterprise is, or will be increased to, this number during the initial term of this Enrollment (This number must be equal to at least 250 users).

| Number of desktops/ users | Price level |
|---------------------------|-------------|
| 250 to 2,399 | A |
| 2,400 to 5,999 | B |
| 6,000 to 14,999 | C |
| 15,000 and above | D |

| | | |
|--|--------------------------|-----------------------|
| Price level (for pools in which Customer orders an Enterprise Product): | Qualified Desktop | Qualified User |
| | D | D |

| | |
|--|------------------------|
| Price level (for pools in which Customer does not order an Enterprise Product): | Price level "D" |
|--|------------------------|

4. Enterprise Product orders.

Customer must select a desktop platform or any individual Enterprise Product before it can order Additional Products. The CAL selection must be the same across the Enterprise. The components of the current versions of any Enterprise Product are identified in the Product List.

Enterprise Product Selection

Please choose the Enrolled Affiliate's desktop option (Select 1):

Enterprise Desktop with MDOP Enterprise Desktop
 Professional Desktop with MDOP Professional Desktop
 Custom Desktop or Individual Enterprise Product Component(s):

Select at least 1 component. (For full platform, Windows Desktop, Office, and Client Access License components must all be selected.)

Windows Desktop (Includes Windows Desktop Operating System Upgrade and Windows VDA): <Select One>
 Office: Office Professional Plus
 Client Access License: <Select One>

For any Client Access Licenses, please indicate whether licensing by Desktop or User:
<Select One>

Unless stated/indicated otherwise, Microsoft will invoice Customer's Reseller in 3 equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and thereafter on the anniversary of the Enrollment. All subsequent new Additional Products and true-ups are billed in full.



**Enterprise Quote
for**

City of Bloomington

Unless otherwise noted, All Quotes expire upon current month's end

Annual Payment
Customer to make three annual payments to CDW-G

| Microsoft Part # | Description | Level | Quantity | Year 1 | | Year 2 | | Year 3 | |
|------------------|---|-------|----------|-------------------------|----------------------|---------------------|----------------------|---------------------|----------------------|
| | | | | Price | Extended | Price | Extended | Price | Extended |
| W06-01072 | CoreCAL ALNG SA MVL Pltfrm UsrCAL | D | 540 | \$ 32.57 | \$ 17,587.80 | \$ 32.57 | \$ 17,587.80 | \$ 32.57 | \$ 17,587.80 |
| W06-01066 | CoreCAL ALNG LicSAPk MVL Pltfrm UsrCAL | D | 160 | \$ 58.62 | \$ 9,379.20 | \$ 58.62 | \$ 9,379.20 | \$ 58.62 | \$ 9,379.20 |
| CW2-00307 | WinEntforSA ALNG SA MVL Pltfrm | D | 540 | \$ 28.79 | \$ 15,546.60 | \$ 28.79 | \$ 15,546.60 | \$ 28.79 | \$ 15,546.60 |
| 269-12442 | Office Pro Plus SA Platform | D | 540 | \$ 77.41 | \$ 41,801.40 | \$ 77.41 | \$ 41,801.40 | \$ 77.41 | \$ 41,801.40 |
| 6TN-00006* | Off365PE3 ShrdSvr ALNG SubsVL MVL AddOn touserCoreCALw/OPP* | D | 50 | \$ 66.45 | \$ 3,322.50 | \$ 66.45 | \$ 3,322.50 | \$ 66.45 | \$ 3,322.50 |
| 076-01912 | Prjct ALNG SA MVL | D | 6 | \$ 106.62 | \$ 639.72 | \$ 106.62 | \$ 639.72 | \$ 106.62 | \$ 639.72 |
| 76N-02550 | SharePointEntCAL ALNG SA MVL UsrCAL | D | 500 | \$ 15.70 | \$ 7,850.00 | \$ 15.70 | \$ 7,850.00 | \$ 15.70 | \$ 7,850.00 |
| 76N-02427 | SharePointEntCAL ALNG LicSAPk MVL UsrCAL | D | 150 | \$ 36.37 | \$ 5,455.50 | \$ 36.37 | \$ 5,455.50 | \$ 36.37 | \$ 5,455.50 |
| 359-00792 | SQLCAL ALNG SA MVL DvcCAL | D | 24 | \$ 33.89 | \$ 813.36 | \$ 33.89 | \$ 813.36 | \$ 33.89 | \$ 813.36 |
| 228-04433 | SQLSvrStd ALNG SA MVL | D | 6 | \$ 145.46 | \$ 872.76 | \$ 145.46 | \$ 872.76 | \$ 145.46 | \$ 872.76 |
| 7NQ-00292 | SQLSvrStdCore ALNG SA MVL 2Lic CoreLic | D | 18 | \$ 581.86 | \$ 10,473.48 | \$ 581.86 | \$ 10,473.48 | \$ 581.86 | \$ 10,473.48 |
| T9L-00223 | SysCtrStd ALNG SA MVL 2Proc | D | 1 | \$ 143.81 | \$ 143.81 | \$ 143.81 | \$ 143.81 | \$ 143.81 | \$ 143.81 |
| D87-01159 | VisioPro ALNG SA MVL | D | 11 | \$ 90.92 | \$ 1,000.12 | \$ 90.92 | \$ 1,000.12 | \$ 90.92 | \$ 1,000.12 |
| T98-00798 | WinRghtsMgmtSrvcsCAL WinNT ALNG SA MVL DvcCAL | D | 1 | \$ 6.61 | \$ 6.61 | \$ 6.61 | \$ 6.61 | \$ 6.61 | \$ 6.61 |
| 6VC-01253 | WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL | D | 46 | \$ 16.53 | \$ 760.38 | \$ 16.53 | \$ 760.38 | \$ 16.53 | \$ 760.38 |
| YJD-01075 | CISStd ALNG LicSAPk MVL 2Proc | D | 9 | \$ 634.75 | \$ 5,712.75 | \$ 634.75 | \$ 5,712.75 | \$ 634.75 | \$ 5,712.75 |
| FUD-00936 | CISDataCtr ALNG LicSAPk MVL 2Proc | D | 1 | \$ 3,077.89 | \$ 3,077.89 | \$ 3,077.89 | \$ 3,077.89 | \$ 3,077.89 | \$ 3,077.89 |
| FUD-01148 | CISDataCtr ALNG LicSAPk MVL woWinSvrLic 2Proc | D | 5 | \$ 1,813.34 | \$ 9,066.70 | \$ 1,813.34 | \$ 9,066.70 | \$ 1,813.34 | \$ 9,066.70 |
| YJD-01206 | CISStd ALNG LicSAPk MVL woWinSvrLic 2Proc | D | 31 | \$ 453.75 | \$ 14,066.25 | \$ 453.75 | \$ 14,066.25 | \$ 453.75 | \$ 14,066.25 |
| | | | | Year 1 Total | \$ 147,576.83 | Year 2 Total | \$ 147,576.83 | Year 3 Total | \$ 147,576.83 |
| | | | | Three Year Total | \$ 442,730.49 | | | | |

Notes

*Part number contingent upon Microsoft providing CDW-G the "Gov Cloud" Sku

Terms & Conditions

Terms and Conditions of sales and services projects are governed by the terms at:

<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>



DuPage County Custom Microsoft Enterprise Agreement

(NOT FOR USE WITH MICROSOFT BUSINESS AGREEMENT)

Enterprise Agreement number
Microsoft affiliate to complete

| |
|-----------------|
| 01E64940 |
|-----------------|

This Microsoft Enterprise Agreement is entered into between the following entities as of the effective date identified below. Each party will notify the other in writing if any of the information in the following table changes.

| Customer | | |
|--|---|------------------------------|
| Name of Entity DuPage County Procurement Services | Contact Name Joan Morange <small>(This person handles access to online information and receives notices unless a different contact is provided below)</small> | |
| Street Address 421 N. County Farm Road | Contact E-mail Address (required for online access) jmorange@dupageco.org | |
| City Wheaton | State/Province Illinois | Phone 630-407-6180 |
| Country United States | Postal Code 60187-3978 | Fax 630-407-6102 |
| Microsoft Account Manager Name Wade Powell | Microsoft Account Manager Email wadep@microsoft.com | |
| Contracting Microsoft Affiliate | | |
| Microsoft Licensing, GP - 6100 Neil Road, Suite 210 - Reno, Nevada USA 89511-1137 - Dept 551, Volume Licensing | | |

If online access and notices should be provided to someone or some place other than above, complete this section:

| | | |
|---|---|------------------------------|
| Name of Entity DuPage County Information Technology | Contact Name Wendi Wagner | |
| Street Address 421 N. County Farm Road | Contact E-mail Address (required for online access) jmorange@dupageco.org | |
| City Wheaton | State/Province Illinois | Phone 630-407-5064 |
| Country United States | Postal Code 60187-3978 | Fax 630-407-5001 |

If duplicate electronic contractual notices should be provided to someone or some place in addition to the above, complete this section:

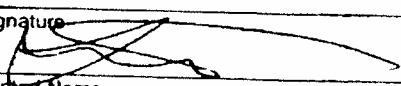
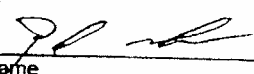
| | | |
|---|----------------------|--|
| Name of Entity CDW Government, Inc. | | Contact Name Tara Barbieri |
| Street address 2 Enterprise Drive, Suite 404 | | Contact Email Address (required for electronic notice) tara.barbieri@cdwg.com |
| City Shelton | State/Province CT | Phone 866.673.1446 |
| Country United States | Postal Code 06484 | Fax 847.990.8058 |

This agreement consists of (1) this cover page, (2) the attached terms and conditions, (3) the Product List, (4) the product use rights applicable to products licensed under this agreement, and (5) any enrollment entered into under this agreement.

Effective date. If the first enrollment entered into under this agreement is given an effective date that is earlier than the date this agreement is signed by us, the effective date of this agreement will be that earlier date. Otherwise, this agreement will be effective on the date it is signed by us

| <i>Notices to Microsoft should be sent to:</i> | <i>Copies should be sent to:</i> |
|---|--|
| Microsoft Licensing, GP 6100 Neil Road, Suite 210 Reno, Nevada USA 89511-1137 Dept 551, Volume Licensing | Microsoft Law and Corporate Affairs One Microsoft Way Redmond, WA 98052 USA Volume Licensing Group (425) 936-7329 fax |

By signing below, the parties agree to be bound by the terms of this agreement, and you represent that the information you have provided on this cover page is accurate.

| Customer | Contracting Microsoft affiliate |
|--|---|
| Name of Entity DuPage County Procurement Services | Microsoft Licensing, GP |
| Signature  | Signature  |
| Printed Name TIMONE TIPIDO | Printed Name PAUL NELSON |
| Printed Title Procurement Manager | Printed Title CONTRACT ADMINISTRATOR |
| Signature Date 6/23/05 | Signature Date (date Microsoft affiliate countersigns) JUN 02 2005 |
| | Effective Date (may be different than our signature date) 07/12/05 |

Terms and Conditions

1. Definitions.

In this agreement, "you" means the entity that has entered into this agreement with us, and "we" or "us" means the Microsoft entity that has entered into this agreement or an enrollment. In addition, the following definitions apply:

"additional product" means any product other than an enterprise product that an enrolled affiliate chooses to license under its enrollment;

"affiliate" means (a) with regard to you, (i) any government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic boundaries; and (iii) any other entity in your state expressly authorized by the laws of your state to purchase under state contracts, provided that a state and its affiliates shall not, for purposes of this definition, be considered to be affiliates of the federal government and its affiliates; and (b) with regard to us, any legal entity that we own, that owns us, or that is under common ownership with us,

"Aggregate Family Desktop Count" means, with respect to a particular product family as of a particular annual pricing date, the aggregate number of qualified desktops under all unexpired enrollments for which one or more products in such family are chosen as enterprise products as of such date, including both (i) the original qualified desktops ordered under such unexpired enrollments, plus (ii) any additional qualified desktops added pursuant to true up orders;

"Annual Pricing Date" means each of the following:

- i. the effective date of this agreement (the "first annual pricing date");
- ii. June 1, 2006 (the "second annual pricing date"); and
- iii. the first day of June each year following the second annual pricing date, until all enrollments executed hereunder expire or are otherwise terminated;

"Annual Price Level" means, with respect to a particular product family and as of a particular annual pricing period, the premium level discount by which each of the following shall be determined, based upon the aggregate family desktop count for such product family as of the annual pricing date upon which such the determination of such level for such period is made:

- i. the initial annual reference prices of enterprise products in such product family for new enrollments with effective dates which occur in such annual pricing period; and
- ii. the adjustment multiplier with respect to enterprise products in such product family for previously-executed enrollments whose annual installment payment falls in such annual pricing period;

"Annual Pricing Period" means:

- i. The effective dated of this agreement through May 31, 2006 ("first annual pricing period");
- ii. June 1, 2006 through May 31, 2007 ("second annual pricing period"); and
- iii. each subsequent period of twelve (12) full calendar months following the above.

Note that, with the exception of the first annual pricing period, each annual pricing period begins one month plus one day following the annual pricing date upon which the annual price level for such period is determined. Such time period is necessary for us to calculate the annual price levels and reference prices for the subsequent annual

pricing period, and to implement adjustments, if any, to the reference prices of installment payments for enrollments whose payments fall in such subsequent period.

"available" means, with respect to a product, that we have made licenses for that product available for ordering under the Enterprise Agreement program;

"CAL Family" means any of the following client access license ("CAL") products, when such products are chosen as enterprise products on an enrollment:

- i. Microsoft Core CAL;
- ii. Microsoft Windows Server CAL;
- iii. Microsoft Exchange Server CAL;
- iv. Microsoft Systems Management Server CAL; or
- v. Microsoft SharePoint Portal Server CAL;

"Component Platform Product" means any of the following enterprise products:

- i. Microsoft Office Professional;
- ii. Microsoft Windows XP Professional Operating System Upgrades; and
- iii. Microsoft Core CAL;

"enrolled affiliate" means an entity, either you or any one of your affiliates, that has entered into an enrollment under this agreement;

"enrollment" means the document that you or your affiliate submits under this agreement to sign up for the Enterprise Agreement program and make an initial selection of products;

"enterprise" means the enrolled affiliate and the affiliates it chooses on its enrollment to include in its enterprise;

"enterprise product" means any product that we designate as an enterprise product and that an enrolled affiliate chooses to license under its enrollment (enterprise products may only be licensed on an enterprise-wide basis under the Enterprise Agreement program);

"fix(es)" means product service packs and other fixes that we release generally;

"Initial Annual Reference Price" means, with respect to an enterprise product ordered pursuant to a particular enrollment, the annual per-desktop unit reference price for the first annual payment;

"Initial Desktop" means, with respect to any Enterprise Enrollment, the number of qualified desktops enrolled under such Enrollment as of its effective date;

"Initial Price Level" means, with respect to each enterprise product licensed pursuant to an enrollment executed hereunder, the volume discount level used to determine the initial annual reference price for such enterprise product;

"License" means any one of those offerings identified in the Product List (including standard licenses, and upgrades for desktop operating systems) that provides the right to run the version of the product for which it is ordered;

"L&SA" means a License and Software Assurance for any product ordered;

"Non-Platform Enrollment" means any Enterprise Enrollment associated herewith which is not a Platform Enrollment;

"Non-Renewal Enrollment" means any enrollment executed hereunder that is not a renewal enrollment;

"Offer Deadline" means May 31, 2006;

"Office Family" means either of the following enterprise products: (i) Microsoft Office Professional; or (ii) Microsoft Office;

"Open Enrollment Period" means the period which begins on the effective date of this agreement, and which ends on the Offer Deadline;

"order" means an order on a form that is acceptable to the reseller;

"Participating Affiliate" means an eligible affiliate which executes an Enterprise Enrollment during the Open Enrollment Period;

"Platform Enrollment" means any enrollment executed hereunder for which each of the following is a chosen enterprise product:

- *A product from the Office Family; and*
- *A product from the Windows Family; and*
- *Microsoft Core CAL;*

"product" means any product available to license as described on the Product List;

"Product Family" means any of the following collections of enterprise products: (i) Office Family; (ii) Windows Family; and/or (iii) CAL Family;

"Product List" means, with respect to any licensing program, the statement published by Microsoft from time to time on the World Wide Web at <http://microsoft.com/licensing>, or at a successor site that we identify, that identifies the products that are or may be made available under each of the volume licensing programs, and identifies which products are available to Enterprise Agreement program customers and any product-specific conditions or limitations on the acquisition of licenses for those products;

"qualified desktop" means any personal desktop computer, portable computer, workstation or similar device that is used by or for the benefit of an enrolled affiliate or any affiliate included in its enterprise and that meets the minimum requirements for running any of the enterprise products. Qualified desktops do not include: (i) any computer that is designated as a server and not used as a personal computer, (ii) any system dedicated to run ONLY line-of-business software (e.g., an accounting or bookkeeping program used by an accountant, or a computer-aided design program used by an engineer or architect); or (iii) any system running an embedded operating system (e.g. Windows 9.x for embedded, Windows XP embedded);

"Renewal Enrollment" means an enrollment executed hereunder pursuant to which a renewal order for enterprise products is made;

"renewal order" means the order that an enrolled affiliate submits at the beginning of any renewal term to renew Software Assurance coverage for products previously ordered under its enrollment;

"reseller" means a large account reseller authorized by us to resell licenses in an enrolled affiliate's area under the Enterprise Agreement program;

"run" or "use" means to copy, install, use, access, display, run other otherwise interact with;

"Software Assurance" means, for any underlying licensed product for which it is ordered, the right to upgrade to, and run, the latest version of that product that we make available during the covered period;

"Unexpired Enrollment" means, with respect to an annual pricing date, an enterprise enrollment under either (i) this agreement; or (ii) another Microsoft Enterprise Agreement to which either you or one of your affiliates is party, provided that such enrollment shall not have expired or been terminated prior to such annual pricing date; and

"Windows Family" means the following enterprise product: Microsoft Windows XP Professional desktop operating system (or its successor).

2. How the Enterprise Agreement program works.

The Enterprise Agreement program gives customers that wish to license one or more of Microsoft's platform products across their enterprise the means to ensure that their entire enterprise will be licensed. You and your affiliates can participate in this program by submitting one or more enrollments under this agreement. On the enrollment, the enrolled affiliate will designate the scope of its enterprise and make the initial selection of enterprise products and any additional products it wishes to license. Each enrollment must include at least one of those products that we make available to license as an enterprise product. We may refuse to accept an enrollment if we have a business reason for doing so. *For example, if we revise the Enterprise Agreement program at some point in the future, we may stop accepting new enrollments for this version of the program. In such a case we would work with you in good faith to put in place the necessary new contract version. We would also work in good faith to ensure that affiliates wishing to enroll had the ability to do so, either prior to the program cut-off date or under the new contract version, while still ensuring that all active enterprise enrollments were considered toward any stated goals regardless of which contract version they were submitted under.* Notwithstanding any other provision of this agreement, only enrolled affiliates identified in an enrollment will be responsible for complying with the terms of that enrollment, including the terms of this agreement incorporated by reference in that enrollment.

- a. Establishing price levels.** Each product is assigned to one of the following pools: applications, systems or servers

Product pools from which an enterprise product has been ordered. *For each product pool from which an enrolled affiliate orders an enterprise product, the price level throughout the initial term of the enrollment for any enterprise products or additional products ordered from that pool will be level "D."*

Product pools from which no enterprise product has been ordered. For any product pool from which the enrolled affiliate does not order an enterprise product, the price level for additional products within that pool will be price level "D."

- b. Deriving prices from price levels.** The enrolled affiliate's reference prices are determined as follows.

For products covered by the initial order. For each product covered by an enrolled affiliate's initial order, the enrolled affiliate's reference price for all copies of that product made at any time during the initial enrollment term (including copies ordered by true up as described in subsections 3(c) (Placing annual "true up" orders to account for additional desktops) and 4(c) (Placing annual "true up" orders to account for additional copies)) will be provided in the enrollment and will not change throughout the initial enrollment term.

For additional products added after the initial order. For each new additional product first added after signing of the enrollment, the enrolled affiliate's reference price for all copies of that product made at any time during the initial enrollment term (including copies ordered by true up) will be that price (including the true up price) in effect for the enrolled affiliate's price level for that product as of the date of its first order for that product.

For products renewed in a renewal order. Prices are re-established at the beginning of each renewal term. For each enterprise product and each additional product being renewed, the enrolled affiliate's renewal price for all copies of that product made during the renewal term (including copies ordered by true up) will be the price (including the true up price) in effect for the enrolled affiliate's renewal price level for that product as of the date of the renewal order.

For additional products added during a renewal term. For each new additional product first added during a renewal term, the enrolled affiliate's reference price for all copies of that product made at any time during that particular renewal term (including copies ordered by true up) will be the price (including the true up price) in effect for the enrolled affiliate's renewal price level in effect for that product as of the date of the enrolled affiliate's first order for that product

How your enrolled affiliates acquire licenses. An enrolled affiliate will acquire its licenses by executing an enrollment under which it acquires its licenses through its chosen reseller. Orders under an enrollment will be made out to and submitted to the enrolled affiliate's reseller. We will invoice that reseller

according to the terms in the applicable enrollment. While such enrollment will contain reference prices, the reseller and the enrolled affiliate will determine the enrolled affiliate's actual price and payment terms.

c. Establishing enterprise product component reference prices. The indirect EA Price List provided to resellers generally contains reference prices for the following enterprise products:

- Microsoft Office Professional;
- Microsoft Windows XP Professional Operating System Upgrades;
- Microsoft Core CAL; and
- Microsoft Desktop Professional (which is a suite composed of the preceding three component products, and for which the reference price is equal to the sum of the three component reference prices less the applicable platform discount).

For the purposes of the agreement, the indirect EA Price List entry for Microsoft Desktop Professional shall not apply, since this section provides an alternate and equivalent means by which the three component products thereof shall be priced. Rather, the components of Microsoft Desktop Professional shall be sold as separate line items to the reseller. This is necessary in order that the premium discount outlined below may be applied separately to each of the three product families.

The following table outlines the initial annual reference prices and original true up reference prices for enterprise products (collectively, "initial prices") for use with Non-Platform Enrollments during the Open Enrollment Period.

| Initial Reference Prices for Enterprise Products included in Non-Platform Enrollments executed during the Open Enrollment period: | | | | | |
|---|-----------|--|-------------------------|-------------------------|-------------------------------|
| Product Description | Part No. | Reference Price (\$/yr for 3 years) | True Up Price Year 1 | True Up Price Year 2 | True Up Price Year 3 (USD) |
| Office Win32 Listed Languages Lic/SA Pack MVL | 021-05654 | 153.28 | 424.15 | 352.75 | 281.35 |
| Office Win32 Listed Languages SA MVL | 021-05655 | 79.80 | See 021-05654 | See 021-05654 | See 021-05654 |
| Office Pro Win32 Listed Languages Lic/SA Pack MVL | 269-05924 | 189.83 | 525.30 | 436.90 | 348.50 |
| Office Pro Win32 Listed Languages SA MVL | 269-05925 | 98.80 | See 269-05924 | See 269-05924 | See 269-05924 |
| Windows XP Professional Listed Languages Upg/SA Pack MVL | E85-01013 | 61.37 | 165.84 | 129.29 | 92.74 |
| Windows Professional Listed Languages SA MVL | E85-01014 | 40.85 | See E85-01013 | See E85-01013 | See E85-01013 |
| Core CAL Listed Languages Lic/SA Pack MVL | W06-00020 | 76.50 | 212.93 | 179.78 | 146.63 |
| Device CAL | W06-00019 | 37.05 | See W06-00020 | See W06-00020 | See W06-00020 |
| Core CAL Listed Languages SA MVL Per Device | W06-00339 | 76.50 | 212.93 | 179.78 | 146.63 |
| Core CAL Listed Languages Lic/SA Pack MVL Per User | W06-00340 | 37.05 | See W06-00339 | See W06-00339 | See W06-00339 |

We will provide your reseller(s) with the corresponding confidential reseller costs for these items. Such initial prices shall apply to all new Non-Platform Enrollments signed during the Open Enrollment Period. Thereafter, enterprise product reference prices shall be determined based upon the then-current Level "D" indirect EA Price List for each such enterprise product.

d. Platform Enrollments. A "platform discount" will be applied to component platform products (e.g. Microsoft Office Professional) ordered pursuant to platform enrollments, but not to other enterprise products, if any (e.g. Microsoft SQL Client Access License). The following table outlines the initial annual reference prices and original true up reference prices for enterprise products (collectively, "initial prices") for use with Platform Enrollments during the Open Enrollment Period.

| Initial Reference Prices for Enterprise Products included in Platform Enrollments executed during the Open Enrollment period: | | | | | |
|---|--------------|----------|---------------|---------------|---------------|
| Description | Product Code | Discount | Price | Price | Price |
| Office Win32 Listed Languages Lic/SA Pack MVL | 021-05654 | 130.29 | 360.53 | 299.04 | 239.15 |
| Office Win32 Listed Languages SA MVL | 021-05655 | 75.81 | See 021-05654 | See 021-05654 | See 021-05654 |
| Office Pro Win32 Listed Languages Lic/SA Pack MVL | 269-05924 | 161.36 | 446.51 | 371.37 | 296.23 |
| Office Pro Win32 Listed Languages SA MVL | 269-05925 | 93.86 | See 269-05924 | See 269-05924 | See 269-05924 |
| Windows XP Professional Listed Languages Upp/SA Pack MVL | E85-01013 | 52.16 | 140.96 | 109.89 | 78.87 |
| Windows Professional Listed Languages SA MVL | E85-01014 | 38.81 | See E85-01013 | See E85-01013 | See E85-01013 |
| Core CAL Listed Languages Lic/SA Pack MVL | W06-00020 | 65.03 | 180.99 | 152.81 | 124.63 |
| Device CAL | W06-00019 | 35.20 | See W06-00020 | See W06-00020 | See W06-00020 |
| Core CAL Listed Languages SA MVL Per Device | W06-00339 | 65.03 | 180.99 | 152.81 | 124.63 |
| Core CAL Listed Languages Lic/SA Pack MVL Per User | W06-00340 | 35.20 | See W06-00339 | See W06-00339 | See W06-00339 |

We will provide your reseller(s) with the corresponding confidential reseller costs for these items. Such initial prices shall apply to all new Platform Enrollments signed during the Open Enrollment Period. Thereafter, enterprise product reference prices shall be determined by applying the platform discount outlined below to the then-current Level "D" indirect EA Price List for each such enterprise product.

To calculate the platform discount, the following multipliers shall be applied to the enterprise product reference prices:

- 0.85 for initial orders of License & Software Assurance on non-renewal enrollments;
- 0.95 for initial orders (but not true up orders) of Software Assurance for renewal enrollments; and
- 0.85 for true up orders of License & Software Assurance for both renewal enrollments and non-renewal enrollments.

For example, if the initial annual reference price of a component product in a non-renewal platform enrollment, before the platform discount is applied, is \$100.00, the platform discount will be applied as follows:

$$(\$100.00 \times 0.85) = \$85.00.$$

- e. **Premium Levels.** Following the Open Enrollment Period, for each product family and for each annual pricing period, we will review the quantity of product in each individual product pool covered by any unexpired enrollments. A "premium level discount" will be applied to any orders or scheduled billings during each annual pricing period for an enterprise product, provided that the aggregate family desktop count that applies to such product is greater than or equal to 25,000 qualified desktops as of the annual pricing date. We will establish an annual premium level discount for each product family by matching the aggregate family desktop count (as of the annual pricing date which immediately precedes such annual pricing period) with the premium level discount as follows:

| Aggregate Family Desktop Count | Premium Level Discount | Reference Price Level |
|--------------------------------|------------------------|-----------------------|
| 15,000 - 24,999 | 15K Premium | Level D - 2.40% |
| 25,000 - 34,999 | 25K Premium | Level D - 9.00% |
| 35,000 - 54,999 | 35K Premium | Level D - 13.20% |
| 55,000 + | 55K Premium | Level D - 17.76% |

For example, the annual price level for the Office family during an annual pricing period that runs between June 1, 2006 and May 31, 2007 shall be determined according by counting the aggregate number of qualified desktops in unexpired enrollments which contain Microsoft Office or Microsoft Office Professional as enterprise products, as of May 31, 2006.

Such premium level discount (if any) will be applied after applying a platform discount (if any). To calculate the premium level discount, the following multipliers shall be applied to the enterprise product reference prices:

| Premium Level Discount | Multiplier |
|------------------------|------------|
| 15K Premium | 0.9760 |
| 25K Premium | 0.9100 |
| 35K Premium | 0.8680 |
| 55K Premium | 0.8224 |

For example, if the initial annual reference price of a component product in a non-renewal enrollment, before the platform discount and premium level discount are applied, is \$100.00, and the aggregate desktop count for the product family is 25,000 or more qualified desktops, then a corresponding premium level discount of 9% will be applied as follows:

$$\{ \$100.00 \times 0.9100 \} = \$91.00.$$

The results of each of the above discount calculations will be rounded to the nearest penny.

f. Choosing and maintaining a reseller.

Resellers. Each enrolled affiliate that signs an enrollment must choose and maintain a reseller in the enrolled affiliate's area. Resellers are authorized to resell our product licenses, but act independently and have no authority to bind us.

Change of reseller. If an entity ceases to be a reseller, the enrolled affiliate must choose a replacement. If an enrolled affiliate intends to change its reseller, a change will only be effected on the next anniversary of the enrollment effective date. To change a reseller, the enrolled affiliate must submit written notice to us and the former reseller, on a form that we provide, at least 30 days prior to the anniversary on which the change is to take effect. In the case of a change of reseller, the enrolled affiliate is responsible for ensuring that all its obligations to the former reseller are met.

g. Reporting country of use. On each order (initial, subsequent, true up or renewal), an enrolled affiliate must report to us.

- **For enterprise products** – the countries where its qualified desktops covered by that order are located and the approximate number of such qualified desktops in each of those countries, and
- **For additional products** – the countries where the enrolled affiliate or its affiliates run those copies of the additional products covered by that order and the approximate number of copies run in each of those countries.

This information is for our internal use only and does not change the prices we provide for the products licensed under this agreement.

3. How to order enterprise product licenses.

- a. **Placing the initial order.** Each enrolled affiliate must submit an initial order for the enterprise products it selects on its enrollment. Except as provided in the following paragraph, the order must be for L&SA for all enterprise products.

When is the enrolled affiliate eligible to order only Software Assurance for an enterprise product?
An enrolled affiliate may order Software Assurance for the enterprise products it selects without the need to simultaneously order a License if the enrolled affiliate or any of the affiliates in its enterprise have obtained perpetual licenses for that product on an enterprise-wide basis under a previous "Enterprise Enrollment" (defined below), and the new enrollment becomes effective no later than the day following the date of expiration of that "Enterprise Enrollment." The Software Assurance order must be for the number of qualified desktops covered as of the expiration of that "Enterprise Enrollment." For all other qualified desktops included in an enrollment submitted under this agreement, the enrolled affiliate must order L&SA.

The term "Enterprise Enrollment," as used in this section 3, means (i) a Microsoft Enterprise Select Agreement; (ii) an enterprise enrollment under a separate Microsoft Select Master Agreement or Microsoft Enterprise Agreement; (iii) any enterprise subscription enrollment entered into under a separate Microsoft Enterprise Subscription Agreement; or (iv) any other enrollment submitted under the Microsoft Enterprise Agreement identified on the cover page.

- b. **Adding new enterprise products.** An enrolled affiliate may only add new enterprise products by entering into a new enrollment.
- c. **Placing annual "true up" orders to account for additional desktops.** Each enrolled affiliate must determine the current number of qualified desktops in its enterprise: (i) at each anniversary of the effective date of its enrollment (including anniversaries during any renewal); and, (ii) at the expiration or early termination of its enrollment.
- **If the desktop count has increased.** If the number of qualified desktops has increased, the enrolled affiliate must submit an order for L&SA covering those additional desktops. The enrolled affiliate must place the order within 15 days following the anniversary of the enrollment effective date, expiration or termination.
 - **If the desktop count has not increased.** If the number has not increased, the enrolled affiliate must submit an update statement confirming this fact on the form we provide within that 15-day period.
- d. **Reorganizations, Consolidations, and Privatizations.** If the number of qualified desktops in an enterprise changes by more than ten percent as a result of a reorganization, consolidation, or privatization of an enrolled affiliate, we will work with the enrolled affiliate in good faith to determine how to accommodate its changed circumstances in the context of this agreement. If an enrolled affiliate consolidates with a customer with an existing "Enterprise Enrollment," we will work with the enrolled affiliate in good faith to accommodate its changed circumstances in the context of this agreement.

4. How to order additional product licenses.

- a. **Placing the initial order.** Each enrolled affiliate must submit an initial order for the additional products it has selected, if any, on its enrollment. Except as provided in the following paragraph, the order must be for L&SA for all copies of those additional products.

When is the enrolled affiliate eligible to order only Software Assurance for an additional product?
An enrolled affiliate may order Software Assurance for additional products it selects without the need to simultaneously order a License if the enrolled affiliate or any of the affiliates it includes in its enterprise has obtained perpetual licenses for those products with Upgrade Advantage, Software Assurance or any similar upgrade protection, and the new enrollment becomes effective no later than one day following the expiration of that upgrade protection. The order may be for up to the number of copies covered by such upgrade protection. An enrolled affiliate may also order Software Assurance alone in any other circumstances expressly permitted in the Product List. For all other copies included in an enrollment submitted under this agreement, the enrolled affiliate must order L&SA.

- b. Adding new additional products not previously ordered.** Each enrolled affiliate may, during the remainder of the applicable initial enrollment or renewal term, run new additional products under its enrollment that were not part of the initial order. To do so, the enrolled affiliate must order L&SA in the month in which the product is first run, covering all copies of that product run as of the date of the order. For any additional copies of that product run after the date of that order, the enrolled affiliate must submit orders as described in subsection 4(c) (Placing annual "true up" orders to account for additional copies) below.
- c. Placing annual "true up" orders to account for additional copies.** Each enrolled affiliate may, during the remainder of the applicable initial enrollment or renewal term, run additional copies of those additional products it previously ordered under subsections (a) and (b), provided that the enrolled affiliate places a true up order for L&SA for those additional copies. The enrolled affiliate must submit an order within 15 days after the next anniversary of the effective date of the enrollment (including anniversaries occurring during any renewal) following the date on which those copies were first run. For additional copies first run in the year in which an enrollment expires or is terminated, the enrolled affiliate must submit an order within 15 days following the expiration or termination date.
- d. Update statements.** Each enrolled affiliate must submit an update statement within 15 days following each anniversary of the effective date of its enrollment, and after expiration or termination of its enrollment, on a form we provide, unless that enrolled affiliate (i) is running only enterprise products under its enrollment, and (ii) it is not otherwise required to submit an update statement under subsection 3(c) (Placing "true up" orders to account for additional desktops) above.

5. How to confirm orders.

We will publish information about orders placed by each enrolled affiliate, including an electronic confirmation of each order, on a password-protected site on the World Wide Web at <http://licensing.microsoft.com> or a successor site that we identify. Upon our acceptance of this agreement and enrollments entered into under this agreement, the contact identified for this purpose on the cover page will be provided access to this site.

6. License grant – what your enrolled affiliates are licensed to run.

Upon our acceptance of the enrollment, the enrolled affiliate has the following rights during the term of its enrollment. These rights apply to the licenses obtained under an enrollment and are not related to any order or fulfillment of software media.

- **For enterprise products.** The enrolled affiliate may run one copy of the latest version (or any prior version) of each enterprise product, on each qualified desktop. By including affiliates in its enterprise, the enrolled affiliate sublicenses this right to each of them subject to the terms of this agreement.
- **For additional products.** The enrolled affiliate may run for its own benefit the number of copies of each additional product ordered in the latest version (or any prior version). If an affiliate included in any enrolled affiliate's enterprise runs any copies of an additional product under this agreement, those copies are sublicensed from that enrolled affiliate subject to the terms of this agreement.

The right to run any product licensed under an enrollment is temporary until:

- (i) the enrolled affiliate has paid all installments of the price for that product license and the applicable initial enrollment or renewal term during which that product license was ordered has expired or been renewed, or
- (ii) the enrolled affiliate is otherwise entitled to perpetual licenses upon early termination as provided in subsection 11(c) (Termination of an enrollment).

Thereafter, the enrolled affiliate will have perpetual licenses to run the latest version available as of such date of expiration, renewal or termination (or any prior version), of each enterprise product in a number of copies equal to the total number of qualified desktops covered by the enrollment; and each additional product in the number of copies ordered during the applicable initial enrollment term or renewal term. In the case of early termination as provided in subsection 11(c) (Termination of an enrollment), if an enrolled affiliate chooses only to pay amounts due

and payable as of the termination date, then the enrolled affiliate will instead have perpetual licenses for the number of copies specified in subsection 11(e) (Effect of termination or expiration).

Any perpetual licenses received through Software Assurance supersede and replace the underlying perpetual licenses for which that Software Assurance coverage was ordered. All perpetual licenses acquired under this agreement remain subject to the terms of this agreement and the applicable product use rights.

This agreement, the applicable enrollment, the enrolled affiliate's order confirmation described in section 5 (How to confirm orders) above, and any documentation evidencing transfers of licenses as described in subsection 10(a) (How to transfer), together with proof of payment, will be the enrolled affiliate's evidence of all licenses obtained under its enrollment.

7. How to know what product use rights apply.

Except as otherwise described below, an enrolled affiliate's use of any product that it licenses from us is governed by product use rights specific to each product and version. The product use rights applicable to products licensed under each enrollment are as follows.

- a. **For latest versions available as of an enrollment effective date.** For the latest version of any product available on or before the enrollment effective date, the product use rights in effect on the enrollment effective date for that product and version apply.
- b. **For versions and products that become available after an enrollment effective date.** For any version of any existing product, or any new product, first made available after the enrollment effective date, the product use rights in effect on the date on which the version or product first becomes available apply (subject to our commitment on use rights below).
- c. **For versions of a product that predate the latest version available as of an enrollment effective date.** If an enrolled affiliate is using a version of any product licensed under its enrollment that became available prior to the version that was current on the enrollment effective date, the enrolled affiliate's use of the earlier version will be governed by the product use rights that would apply if the enrolled affiliate were using the version licensed under the enrollment, or in the case of Software Assurance or L&SA, the latest version that is or becomes available at any time during its enrollment.
- d. **Microsoft's commitment on use rights.**

For all products – use rights fixed by version. We will not change an enrolled affiliate's product use rights under this agreement for any version of a product after it becomes available to that enrolled affiliate under its enrollment.

For enterprise products – no detrimental use right changes in new versions.

- (i) **For new versions made available during the initial enrollment term.** If we make available a new version of any enterprise product during the initial enrollment term and that new version is subject to certain use rights that are more restrictive than those that applied to a prior version under an enrollment that was or became available during the initial enrollment term, the enrolled affiliate may run that new version without being subject to those certain more restrictive use rights.
- (ii) **For new versions made available during each renewal term.** Upon each renewal of Software Assurance for an enterprise product, an enrolled affiliate's use of that product will be governed by the use rights that apply to the latest version of that product available as of the date of that renewal, including any terms that are more restrictive than those that applied to a previous version of that product licensed by that enrolled affiliate under its enrollment during the preceding term. However, if during a renewal term we make available a new version of that same enterprise product with certain use rights more restrictive than those use rights that applied to a prior version licensed under an enrollment that was or became available during that same term, the enrolled affiliate may run the new version without being subject to those certain more restrictive use rights.
- (iii) **New features or functionality.** The right described in subsections (i) and (ii) above does not apply to product use rights that relate specifically to new features or functionality added to a new version.

We will provide each enrolled affiliate with a copy of the applicable product use rights or will make them available either by publication on the World Wide Web at <http://microsoft.com/licensing> or at a successor site that we identify, or by some other reasonable means. You acknowledge that you and your affiliates have access to the World Wide Web. We do not transfer any ownership rights in any licensed product, and we reserve all rights not expressly granted. In lieu of your obligation to indemnify us under various provisions of the product use rights, you will be responsible for any cost or damages arising from any claim to which your indemnity obligation would otherwise apply.

8. Software Assurance Membership.

Throughout the term of its enrollment (including any renewal), each enrolled affiliate automatically qualifies as a member of Microsoft's Software Assurance Membership program. Membership may entitle the enrolled affiliates to special benefits. These benefits may be subject to additional terms and conditions. For a description of these benefits, an enrolled affiliate should consult its reseller or Microsoft account manager.

9. Making copies of software.

- a. **Copies necessary for internal deployment.** Each enrolled affiliate may make as many copies of the products licensed under its enrollment as necessary to distribute the products to the users within its enterprise. All copies of any product must be true and complete copies (including copyright and trademark notices) and be made from CD-ROMs, disk sets or a network source, acquired from or made available by a Microsoft approved fulfillment source for that product. Each enrolled affiliate may also have a third party make and distribute copies in its place, but the enrolled affiliate is responsible for third-party actions to the same extent it would be if the third party were its employee. You and your affiliates must make reasonable efforts to make employees, agents and other individuals running a product aware that the product is licensed from us and may only be run or transferred subject to the terms of this agreement.
- b. **Copies for training, evaluation and back-up.** During the term of its enrollment (including any renewal), each enrolled affiliate and any affiliate included in its enterprise may (i) run up to 20 complimentary copies of any additional product in a dedicated training facility on their premises; (ii) run up to 10 complimentary copies of any product that we make available to license as an additional product for a 60-day evaluation period; and (iii) make and retain one complimentary copy of any licensed product for back-up or archival purposes for each of their distinct geographic locations.
- c. **Re-imaging rights.** If an enrolled affiliate or any affiliate included within its enterprise has licensed products from an original equipment manufacturer (OEM), through a retail source or under any Microsoft program other than this Enterprise Agreement program, it may use copies made from the media provided under the enrolled affiliate's enrollment in place of any copies made from the media provided through that separate source, so long as it complies with the following restrictions.
 - (i) The enrolled affiliate must have obtained a separate license from the separate source for each copy being replaced.
 - (ii) The product, language, version and all components (in the case of product suites, such as Office) of the copies made from the media provided under an enrollment must be identical to the product, language, version and all components of the copies they replace.
 - (iii) In the case of copies licensed from an original equipment manufacturer (OEM) or through a retail source, in addition to the other conditions outlined in this subsection 9(c), the product type (e.g. upgrade or full license) of the copies made from the media provided under an enrollment must be identical to the product type of the copies they replace. However, an enrolled affiliate may use copies of a desktop operating system made from the media provided under its enrollment in place of copies of the same desktop operating system obtained from a separate source, even though they may be of different types (i.e. one may be an upgrade and the other a full license), provided that the product, language and version are identical.

The use of any copies made under this subsection 9(c) is subject to the terms and use rights provided with the copies being replaced, and nothing in this section creates or extends any warranty or support obligation.

10. Transferring licenses.

- a. How to transfer.** An enrolled affiliate may transfer perpetual licenses ordered under an enrollment to an affiliate, or to an unaffiliated third party in connection with a privatization of the enrolled affiliate, as long as the enrolled affiliate provides us with prior written and signed notice, on a form that we provide, that includes: (i) the applicable enrollment number; (ii) the quantity of licenses being transferred by product and version; (iii) the name, address and contact information of the transferee; and (iv) any other information that we may reasonably request.

For all other transfers of licenses, our written consent is required. We will not withhold our consent unreasonably. No license transfer will be valid unless the enrolled affiliate provides to the transferee, and the transferee accepts in writing the applicable product use rights (as provided in subsection 7(a) (For latest versions available as of an enrollment effective date) and (b) (For versions and products that become available after an enrollment effective date), use restrictions, limitations of liability, and the transfer restrictions in this section 10. Any transfer made in violation of the requirements or restrictions of this section will be void.

- b. When transfers are not permitted.** An enrolled affiliate may not transfer (i) licenses on a short-term basis (either to third parties or by reassignment to different users or devices internally), (ii) temporary rights to use products, (iii) Software Assurance coverage, (iv) perpetual licenses for any version of any product acquired through Software Assurance separately from the underlying perpetual licenses for which that Software Assurance coverage was ordered; or (v) upgrade licenses for a desktop operating system product separately from the underlying desktop operating system license or from the computer system on which the product is first installed

11. Term, termination and renewal.

- a. Term.** This agreement will remain in effect unless it is terminated by either party as described below. Each enrollment will have the term provided in that enrollment.
- b. Termination of this agreement.** Either party may terminate this agreement for any reason upon 60 days written notice.

Effect of termination. Such termination will merely terminate either party's and its affiliates' ability to enter into new enrollments under this agreement. Such termination will not affect any enrollment not otherwise terminated, and any terms of this agreement applicable to any enrollment not otherwise terminated will continue in effect with respect to that enrollment.

- c. Termination of an enrollment - general.** Either party to an enrollment may terminate it if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay amounts owed (even if such non-payment is caused by non-appropriation of funds). Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice and opportunity to cure. If we give such notice to an enrolled affiliate, we will give you a copy of that notice as well and you agree to assist in attempting to resolve the problem. If the problem also affects other enrollments and cannot be resolved between you and us within a reasonable period of time, we may also terminate this agreement and all other enrollments under it, unless the basis for termination of the enrollment is non-appropriation of funds to the enrolled affiliate, in which event we may only terminate the affected enrollment(s). If an enrolled affiliate ceases to be your affiliate, you must promptly notify us of this fact, and we may terminate its enrollment.
- d. Termination of enrollment – non-appropriation of funds.** An enrolled affiliate may terminate an enrollment without liability, penalty or further obligation to make payments if funds to make payments under the enrollment are not appropriated or allocated for such purpose, subject to Section 11(e), below (Effect of expiration or termination).

- e. **Effect of termination or expiration.** Upon expiration or termination of any enrollment, the enrolled affiliate must order licenses for all copies of products it or its affiliates have run under its enrollment for which the enrolled affiliate has not previously submitted an order. Except as provided in the next paragraph, in the event of termination, all unpaid installments of the purchase price for any licenses will immediately become due and payable, and the enrolled affiliate will be entitled to perpetual licenses only after all such payments have been made.

If (i) an enrolled affiliate terminates its enrollment as a result of our breach, (ii) we terminate an enrolled affiliate's enrollment because it has ceased to be your affiliate, or (iii) you terminate an enrollment for non-appropriation of funds, or (iv) we terminate an enrollment for non-payment due to non-appropriation of funds, then the enrolled affiliate will have the following options: It may immediately pay the total remaining amount due, including all installments, in which case the enrolled affiliate will have perpetual licenses for all copies of the products it has ordered. As an alternative, it may pay only amounts due and payable as of the termination date, in which case the enrolled affiliate will have perpetual licenses for (i) all copies of all products for which payment has been made in full, and (ii) the number of copies of products for which payment has been made in installments that is proportional to the amount that has been paid as of the termination date.

- f. **How to renew an enrollment.** We will provide each enrolled affiliate with 60 days prior written notice of expiration of its enrollment or renewal term advising it of its renewal options. An enrolled affiliate may have the option to renew its enrollment for successive terms of 12 or 36 full calendar months. We and our affiliates will not unreasonably reject any renewal order. However, we may make a change to the Enterprise Agreement program that will make it necessary for you and your enrolled affiliates to enter into new agreements and enrollments.

Placing renewal orders. To renew, the enrolled affiliate must submit a renewal order within 30 days after the previous term expired. The renewal order must be for Software Assurance for (i) all enterprise products previously ordered for all qualified desktops in the enrolled affiliate's enterprise as of the date of that renewal order, and (ii) all copies of additional products for which the enrolled affiliate elects to renew Software Assurance. Each renewal term will start the day following expiration of the prior term. An enrolled affiliate may not add new enterprise products not previously ordered during the initial term as part of its renewal; to license new enterprise products it must submit a new enrollment.

Consequences of non-renewal. If the enrolled affiliate elects not to renew its enrollment or Software Assurance for any additional product under its enrollment, and it otherwise allows Software Assurance for any copies of any products licensed under its enrollment to lapse, then the enrolled affiliate will not be permitted to order Software Assurance for such copies later without first acquiring L&SA.

12. **Restrictions on use.**

An enrolled affiliate may not:

- Separate the components of a product made up of multiple components (in the case of product suites, such as Office) by running them on different computers, by upgrading or downgrading them at different times, or by transferring them separately, except as otherwise provided in the product use rights;
- Rent, lease, lend or host products, except where we agree by separate agreement;
- Reverse engineer, de-compile or disassemble products, except to the extent expressly permitted by applicable law despite this limitation; or
- Transfer licenses to, or sublicense, products to the U.S. Government.

Products licensed under this agreement are subject to U.S. export jurisdiction. You agree to comply with all applicable international and national laws that apply to these products, including the U.S. Export Administration Regulations, as well as end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see <http://www.microsoft.com/exporting>.

13. Confidentiality.

Subject to the requirements of your public records law, if any, the terms and conditions of this agreement are confidential. Neither you nor we will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than your or our affiliates or agents, or to your designated or prospective resellers who: (a) have a need to know such information to assist in carrying out this agreement; and (b) have been instructed by you or us that all such information is to be handled in strict confidence.

14. Warranties.

- a. **Limited product warranty.** We warrant that each version of a product will perform substantially in accordance with our user documentation. This warranty is valid for a period of one year from the date an enrolled affiliate first runs a copy of the version. To the maximum extent permitted by law, any warranties imposed by law concerning the products are limited to the same extent and the same one-year period. This warranty does not apply to components of products that an enrolled affiliate is permitted to redistribute under applicable product use rights, or if failure of the product has resulted from accident, abuse or misapplication. If you notify us within the warranty period that a product does not meet this warranty, then we will, at our option, either (i) return the price paid for the product or (ii) repair or replace the product. To the maximum extent permitted by law, this is your exclusive remedy for any failure of any product to function as described in this subsection.
- b. **NO OTHER WARRANTIES.** TO THE EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM AND EXCLUDE ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED OR STATUTORY, OTHER THAN THOSE IDENTIFIED EXPRESSLY IN THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCTS OR RELATED MATERIALS. WE WILL NOT BE LIABLE FOR ANY SERVICES OR PRODUCTS PROVIDED BY THIRD PARTY VENDORS, DEVELOPERS OR CONSULTANTS IDENTIFIED OR REFERRED TO YOU BY US UNLESS SUCH THIRD-PARTY PRODUCTS OR SERVICES ARE PROVIDED UNDER WRITTEN AGREEMENT BETWEEN YOU AND US, AND THEN ONLY TO THE EXTENT EXPRESSLY PROVIDED IN SUCH AGREEMENT.

15. Defense of infringement and misappropriation claims.

We will defend you against any claim made by an unaffiliated third party that any product or fix infringes its patent, copyright, or trademark or misappropriates its trade secret, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance in defending the claim, and we will reimburse you for reasonable out of pocket expenses that you incur in providing that assistance. The terms "misappropriation" and "trade secret" are used as defined in the Uniform Trade Secrets Act.

Our obligations will not apply to the extent that the claim or adverse final judgment is based on (i) your running of the product or fix after we notify you to discontinue running due to such a claim; (ii) your combining the product or fix with a non-Microsoft product, data or business process; (iii) damages attributable to the value of the use of a non-Microsoft product, data or business process; (iv) your altering the product or fix; (v) your distribution of the product or fix to, or its use for the benefit of, any third party; (vi) your use of our trademark(s) without express written consent to do so; or (vii) for any trade secret claim, your acquiring a trade secret (a) through improper means, (b) under circumstances giving rise to a duty to maintain its secrecy or limit its use; or (c) from a person (other than us or our affiliates) who owed to the party asserting the claim a duty to maintain the secrecy or limit the use of the trade secret. . You will be responsible for any costs or damages that result from these actions.

If we receive information concerning an infringement claim related to a product or fix, we may, at our expense and without obligation to do so, either (i) procure for you the right to continue to run the allegedly infringing product or fix, or (ii) modify the product or fix or replace it with a functional equivalent, to make it non-infringing, in which case you will stop running the allegedly infringing product or fix immediately. If, as a result of an infringement claim, your use of a product or fix is enjoined by a court of competent jurisdiction, we will, at our option, either procure the right

to continue its use, replace it with a functional equivalent, modify it to make it non-infringing, or refund the amount paid and terminate the license for the infringing product or fix.

If any other type of third party claim is brought against you regarding our intellectual property, you must notify us promptly in writing. We may, at our option, choose to treat these claims as being covered by this section. This Section 15 provides your exclusive remedy for third party infringement and trade secret misappropriation claims.

16. Limitation of liability.

- a. Limitation.** There may be situations in which you or an enrolled affiliate have a right to claim damages or payment from us. Except as otherwise specifically provided in this subsection, whatever the legal basis for the claims, our liability will be limited, to the maximum extent permitted by applicable law, to direct damages up to the amount you or the enrolled affiliate have paid for the product giving rise to the claims. In the case of free product or code you or an enrolled affiliate are authorized to redistribute to third parties without separate payment to Microsoft, our total liability to you or the enrolled affiliate will not exceed US\$5000. The limitations contained in this subsection will not apply with respect to the following in connection with the performance of this agreement.
- (i) our obligations under Section 15 to defend third party claims of patent, copyright or trademark infringement or trade secret misappropriation, and to pay damages resulting from any final adjudication (or settlement to which we consent) of such claims;
 - (ii) our liability for damages for gross negligence or willful misconduct, to the extent caused by us or our agent and awarded by a court of final adjudication; and
 - (iii) our obligations under section 13 (confidentiality).
- b. No liability for certain damages.** To the maximum extent permitted by applicable law, neither party nor any of its affiliates or suppliers will be liable for any indirect damages (including, without limitation, consequential, special or incidental damages, damages for loss of profits or revenues, business interruption, or loss of business information) arising in connection with any agreement, product, fix or service, even if advised of the possibility of such damages or if such possibility was reasonably foreseeable. This exclusion of liability does not apply to either party's liability to the other for violation of its confidentiality obligation or of the other party's intellectual property rights.
- c. Application.** Except as specified expressly in this Section 16, the limitations on and exclusions of liability for damages in this agreement apply regardless of whether the liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory.

17. Verifying Compliance.

You must keep records relating to the products you and any affiliate run. We have the right to verify compliance, at our expense, during the term of this agreement and for a period of one year thereafter. To do so, we will engage an independent accountant from a nationally recognized public accounting firm, which will be subject to a confidentiality obligation. Verification will take place upon not fewer than 30 days notice, during normal business hours and in a manner that does not interfere unreasonably with your operations. As an alternative, we may require you to accurately complete our self-audit questionnaire relating to the products you and any affiliates use. You will have the right to conduct a self-audit prior to any third-party audit if (a) the governor of your state has issued an executive order (or state legislation exists) requiring software licensing compliance statewide and for state-funded agencies (including local governments), and (b) your state has adopted and implemented a statewide licensing compliance software asset management program reasonably acceptable to Microsoft. If verification or self-audit reveals unlicensed use of products, you must promptly order sufficient licenses to permit all product usage disclosed. If material unlicensed use is found (license shortage of 5% or more), you must reimburse us for the costs we have incurred in verification and acquire the necessary additional licenses as single retail licenses within 30 days. If we undertake such verification and do not find material unlicensed use of products, we will not

undertake another verification of the same entity for at least one year. We and our auditors will use the information obtained in compliance verification only to enforce our rights and to determine whether you are in compliance with the terms of this agreement. By invoking the rights and procedures described above, we do not waive our rights to enforce this agreement or to protect our intellectual property by any other means permitted by law.

18. Miscellaneous.

- a. Notices.** All notices, authorizations, and requests given or made in connection with this agreement must be sent by post, express courier, facsimile, or email to the addresses and numbers indicated in the applicable cover page to this agreement. Notices will be deemed delivered on the date shown on the postal return receipt or on the courier, facsimile or email confirmation of delivery.
- b. Assignment.** This agreement may be assigned by either party only to an affiliate, but assignment will not relieve the assigning party of its obligations under the assigned agreement. If either party assigns this agreement or any enrollment, it must notify the other party of the assignment in writing.
- c. Severability.** If a court holds any provision of this agreement to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect and the parties will amend this agreement to give effect to the stricken clause to the maximum extent possible.
- d. Waiver.** No waiver of any breach of this agreement shall be a waiver of any other breach, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- e. Force Majeure.** To the extent that either party's performance is prevented or delayed, either totally or in part, for reasons beyond that party's control, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.
- f. Non-exclusivity.** This agreement and all enrollments under it are non-exclusive. Nothing contained in this agreement or any such enrollment requires you to license, use or promote Microsoft software or services exclusively. You may, if you choose, enter into agreements with other parties to license, use or promote non-Microsoft software or services.
- g. Entire agreement.** The documents identified on the cover page to this agreement constitute the entire agreement concerning the subject matter and supersede any prior or contemporaneous communications. In the case of a conflict between any of these documents that is not resolved expressly in the documents, their terms will control in the following order: (i) these terms and conditions and the accompanying cover page; (ii) the Product List, (iii) the product use rights; and (iv) all enrollments under this agreement. The terms of any purchase order or any general terms and conditions you or your affiliates maintain, other than those mandatory terms required by statute or regulation, do not apply. This agreement (except the product use rights and the Product List) can be changed only by an amendment signed by both parties.
- h. Survival.** Provisions regarding product use rights, restrictions on use, evidence of perpetual licenses, transfer of licenses, warranties, limitations of liability, confidentiality, compliance verification and obligations on termination or expiration will survive termination or expiration of this agreement or any enrollment.
- i. Independent contractors.** Resellers are independent contractors who act in their own name and for their own account; they have no authority to bind or impose any obligation or liability upon us.
- j. Applicable law; Dispute resolution.** The terms of this agreement will be governed by the laws of your state, without giving effect to its conflict of laws. Disputes relating to this agreement will be subject to applicable dispute resolution laws of your state.
- k. Copyright Violation.** Except to the extent you are licensed under this agreement, you will be responsible for your violation of our copyright in the products, including payment of license fees specified in this agreement for unlicensed use.
- l. Additional terms and conditions.** You acknowledge, on behalf of your enrolled affiliates, that the reference prices for the annual payments of certain enrollments, along with true up payments, may change pursuant to the terms of Section 2. It is recommended that affiliates not enter into enrollments hereunder

unless (a) they are aware of such possibility that their price may change as stated above; and (b) they anticipate that sufficient budget will be approved to cover the required payment amounts without any premium level discount.

You acknowledge and agree that there may be certain instances in which the reference prices of certain enterprise products in certain enrollments executed by your affiliates, whether under this Enterprise Agreement or otherwise under a separate Enterprise Agreement or Enterprise Subscription agreement, may be adjusted in ways that vary from the adjustments agreed upon herein pursuant to separate agreement between the enrolled affiliate and us. Such instances may include, but are not limited to, those enrollments: (i) that were executed prior to this enterprise agreement; (ii) that contain other enterprise products than those in the three product families defined herein; (iii) for which we negotiate a special payment schedule or ramped installment payments; and (iv) for which a special price is negotiated to match the equivalent Microsoft Select estimated retail price for sufficient licenses, such as to account for unexpired Upgrade Advantage and/or Software Assurance. You further acknowledge that where we agree to accept enrollments with fewer than 250 qualified desktops by exception, that those enrolled affiliates will receive Software Assurance Benefits according to the schedules outlined in the Product List under Open Value Company Wide offering. As a further condition of our acceptance of enrollments with fewer than 250 qualified desktops by exception, those enrolled affiliates must elect not to receive CD ROMs as part of their enrollment (although CD ROM Kits and updates may be ordered through their reseller for a fee).

Reference prices are provided only for informational and clarification purposes. Actual pricing and payment terms will be determined by agreement between each enrolled affiliate and its chosen reseller. All adjustments to reference prices defined herein will correspond to a proportional adjustment we will make to the reseller's confidential cost.

You agree to assist us in making eligible affiliates aware of the general terms, conditions, and benefits of entering into an Enrollment, by participating, upon our request and as your schedule reasonably permits, in conference calls with such prospective Participating Affiliates, to discuss such terms, conditions, and benefits.

19. State of Illinois CMS required terms.

- a. **PAYMENT; APPROPRIATIONS (30 ILCS 500/20-60):** AGENCY shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the AGENCY'S obligations hereunder shall cease immediately, without penalty or further payment being required, if the IL General Assembly or federal funding source fails to make an appropriation sufficient to pay such obligation. The AGENCY shall determine whether amounts appropriated are sufficient. AGENCY shall give VENDOR notice of insufficient funding as soon as practicable. VENDOR'S obligation to perform shall cease upon receipt of the notice. Payments hereunder are subject to setoff in accordance with the State Comptroller Act.
- b. **AUDIT / RETENTION OF RECORDS (30 ILCS 500/20-65):** VENDOR and its subcontractors shall maintain books and records relating to performance of the CONTRACT or subcontract and necessary to support amounts charged to the State under the CONTRACT or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the CONTRACT or completion of the CONTRACT, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the AGENCY, the Inspector General and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. VENDOR and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the CONTRACT for which adequate books and records are not available to support the purported disbursement.
- c. **INDEPENDENT CONTRACTOR:** The Vendor shall be an independent contractor. Equipment and/or supplies provided and/or services performed pursuant to this Contract are not rendered as an employee of

the Agency/Buyer or of the State of Illinois. Amounts paid pursuant to this Contract do not constitute compensation paid to an employee.

- d. LIABILITY AND INSURANCE:** AGENCY assumes no liability for actions of VENDOR and is unable to indemnify or hold VENDOR or any third-party harmless for claims based on this CONTRACT or use of VENDOR provided supplies or services. Unless provided by law, VENDOR is not eligible for indemnity under the State Employee Indemnification Act (5 ILCS 350/1). The State's liability for damages is expressly limited by and subject to the provisions of the Illinois Court of Claims Act (705 ILCS 505/1) and to the availability of suitable appropriations.
- e. TERM AND RENEWALS:** The length of the CONTRACT, including any renewals, may not exceed that allowed by law, including 30 ILCS 500/20-60. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the CONTRACT is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
- f. TAX COMPLIANCE:** VENDOR shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.
- g. NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the AGENCY does not unlawfully discriminate in employment, contracts, or any other activity.
- h. LEGAL ABILITY TO CONTRACT:** As a condition of this contract, we certify that we are under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- i. Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
 - ii. Vendor is not in default on an educational loan (5 ILCS 385/3).
 - iii. To its knowledge, Vendor has informed the director of the Agency/Buyer in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and to its knowledge, acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).
 - iv. Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe (30 ILCS 500/50-5).
 - v. If Vendor has been convicted of a felony, to its knowledge, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).
 - vi. To its knowledge, vendor, or any officer, director, partner, or other managerial agent of Vendor, has not been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Agency/Buyer shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

- vii. *To its knowledge, vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Agency/Buyer may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).*
- viii. *Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledge that failure to comply can result in the contract being declared void.*
- ix. *To its knowledge, Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Agency/Buyer may declare the contract void. (30 ILCS 500/50-14)*
- x. *To its knowledge, Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).*
- xi. *Vendor is not knowingly in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).*
- xii. *Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).*
- xiii. *Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees (30 ILCS 580).*
- xiv. *To its knowledge, neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 (30 ILCS 582).*
- xv. *To its knowledge, Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States (720 ILCS 5/33E-3, 5/33E-4).*
- xvi. *To its knowledge, Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).*
- xvii. *To its knowledge, Vendor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" (775 ILCS 25/2).*
- xviii. *To its knowledge, Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (PA 93-0307).*
- xix. *CONFLICTS OF INTEREST: Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Agency/Buyer, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/18.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the*

Vendor's obligation under this Contract. Vendor shall not knowingly employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

- 1) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$90,414.60). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);*
- 2) the contract is with a firm, partnership, association or corporation in which a person referenced above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$150,691.00).*
- 3) the contract is with a firm, partnership, association or corporation in which a person referenced above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$301,382.00) from the firm, partnership, association or corporation.*

(This space intentionally left blank.)

CONTRACT

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract constitutes the entire contract between the Parties concerning the subject matter of the contract and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES AND SERVICES
3. PRICING
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. STANDARD CERTIFICATIONS
6. DISCLOSURES AND CONFLICTS OF INTEREST
7. SUPPLEMENTAL PROVISIONS

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown below.

VENDOR
 (Vendor Name) CDW Government LLC
 Signature [Signature]
 Printed Name Kevin P. Adams
 Title Vice President Program Management Date 09/26/11
 Address 2 Enterprise Drive, Ste 404, Shelton, CT 06484
 Phone (203) 851-7044 Fax (847) 990-8058
 E-mail tara.barbieri@cdwg.com

STATE OF ILLINOIS
 (Procuring Agency Name) Central Management Services
 Official Signature [Signature] **2**
 Printed Name Malcolm Weems
 Title Director Date _____
 Designee Signature [Signature]
 Printed Name Tiffany Power
 Printed Name _____
 Title Portfolio Manager
 Phone 217-558-1483 Fax _____
 E-mail tiffany.power@illinois.gov

Official Signature _____
 Printed Name _____
 Title _____ Date _____
 Address _____

CHIEF PROCUREMENT OFFICER
 Designee Signature [Signature]
 Printed Name Philip C. [Signature]
 Title State Purchasing Officer Date 9/20/11

| STATE USE ONLY | | NOT PART OF CONTRACTUAL PROVISIONS | |
|---|--|------------------------------------|--|
| PBC# <u>11-59558</u> | Project Title <u>Microsoft Large Account Reseller</u> | | |
| Contract # <u>CMS2595680</u> | Procurement Method (IFB, RFP, Small, etc): <u>IFB</u> | | |
| IPB Ref. # <u>22022164</u> | IPB Publication Date: <u>July 15, 2011</u> | Award Code: | |
| Subcontractor Utilization? <input type="checkbox"/> Yes <input type="checkbox"/> No | Subcontractor Disclosure? <input type="checkbox"/> Yes <input type="checkbox"/> No | | |
| Funding Source | Obligation # | | |
| CPO 33 - General Counsel Approval: Signature _____ | Printed Name _____ | Date _____ | |

1. **TERM AND TERMINATION**

1.1 **TERM OF THIS CONTRACT:** This contract shall commence October 1, 2011 and expire September 30, 2015.

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

Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2 **RENEWAL:** This contract shall not be renewed.

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

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

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

1.4 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: The Illinois Department of Central Management Services (CMS) requires the services of a Microsoft certified Large Account Reseller (LAR) to administer a Microsoft Select and Enterprise Agreement. Additionally, the State requires acceptable compliance with value added services such as reporting, on-line tracking, etc.

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

The State of Illinois has entered into a Select Agreement with Microsoft which expires September 30, 2013 with the option to renew for up to an additional 24 months.

The State of Illinois has entered into a Master Services Agreement with Microsoft which expires September 30, 2015. Premier Support offerings include Premier Foundation, Premier Standard, Premier Plus and Premier Ultimate.

The State of Illinois has entered into an Enterprise Agreement with Microsoft which expires June 30, 2015. The Enterprise Agreement currently offers buyers multiple configurations of Microsoft Office, with operating system upgrade and client access licenses. Vendor shall act as agent of record during the term of the contract and shall maintain and update the licensing records of each eligible agency that purchases from the resulting contract. Vendor shall be responsible for fulfilling orders placed against both the Select and Enterprise Agreements.

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

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

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

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

Vendor shall provide online access to activity reports detailing pending and filled purchases. Agency/Buyer shall be able to view all purchases of licenses from a single website. Information related to purchases made under the Joint Purchasing Agreement shall also be available through online reports.

Vendor shall provide an Internet website (within two weeks of contract execution) dedicated to the State of Illinois. Vendor shall post current State Contract pricing to the website and shall ensure posted pricing is current for the duration of the contract. Vendor shall be responsible for updating website content within two weeks of receipt of updated pricing or information from Microsoft. It is acceptable for Vendor to require a password to access the website; however, it is Vendor's responsibility to disseminate the password to all users. If Vendor chooses to accomplish this by online registration, users MUST NOT be required to accept any terms and conditions that conflict with the resulting contract in order to obtain the password.

Vendor shall be responsible for providing training, at Buyer's request, on the use of the Microsoft Volume Licensing System (MVL) website, as well as the overall structure of the State's Select and Enterprise Agreements, at no charge to the Buyer.

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ N/A

2.4 VENDOR / STAFF SPECIFICATIONS: For the duration of the contract, Vendor must be authorized by Microsoft to resell Microsoft brand software products, software assurance and support.

2.5 ASSIGNMENT AND SUBCONTRACTING:

- 2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.
- 2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? Yes No

2.6 TRANSPORTATION AND DELIVERY: "Ship To" information shall be included on individual purchase requests/orders. Delivery must be within thirty (30) calendar days after receipt of order. Electronic software distribution methods are preferred. A complete packing list showing Buyer-provided order number must accompany each delivery.

Vendor shall not add freight, handling or shipping cost for any shipments within the State of Illinois, regardless of address. Emergency/rush delivery requiring special shipping and handling will be at buyer's expense. Rush delivery (next business day) required as a result of Vendor's error (i.e., damaged during delivery, incorrect order, etc.) will be free of charge.

Any product delivered in poor condition, in excess of the amount authorized by the purchase request/order, or not included on the purchase request/order, may be returned to the Vendor, at the discretion of the Buyer, at Vendor's expense. Return authorizations must be credited immediately upon receipt of returned product(s). Vendor shall not charge a restocking fee for purchases returned as a result of Vendor or Buyer error.

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed N/A
Value of services performed at this location _____

2.8 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 Vendor warrants that the supplies and services furnished under this contract will appear and operate in conformance with the terms and conditions of this contract. Vendor is a reseller and not the manufacturer of products or the creator of any intellectual property in such products. Therefore, product warranties originate with the manufacturer(s) and not Vendor. Vendor will pass through to the extent permitted any and all warranties which are made available by the product manufacturer(s)

2.9.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty upon request. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

2.9.3 Vendor will pass through all manufacturer(s) warranties, to the extent available, which provide that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

2.10.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

3. PRICING

3.1 **METHOD AND RATE OF COMPENSATION:** The State will compensate Vendor as follows:

- Annually software assurance and Premier Support
- Item new purchases

The following percentage discounts shall be applied to the Microsoft ERP pricing for purchases placed against both the Select and Enterprise Agreements.

| Software Purchases | |
|----------------------|----------|
| Description | Discount |
| Select Agreement | 17.05% |
| Enterprise Agreement | 17.35% |

The following percentage mark up shall be applied to purchases of Premier Support.

| Premier Support | |
|------------------------------|---------|
| Description | Mark Up |
| Premier Support (all levels) | .75% |

3.2 **TYPE OF PRICING:** Pricing under this contract is

- Firm discounts shall remain firm for the duration of the contract

3.3 **RENEWAL COMPENSATION:** N/A

3.4 **EXPENSES:** Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 **DISCOUNT:** N/A% discount for payment within N/A days of receipt of invoice

3.6 **TAX:** Vendor shall not bill for any taxes unless accompanied by proof the State is subject to the tax. If necessary, Vendor may request the applicable agency's Illinois tax exemption number and federal tax exemption information.

3.7 **INVOICING:** "Bill To" information will be specified on individual orders.

3.8 **PAYMENT TERMS AND CONDITIONS:**

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

3.8.3 The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS

- 4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60):** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason, (2) the Governor decreases the Department's funding by reserving some or all of the Department's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly; or (3) the Department determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.
- 4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.
- 4.3 TIME IS OF THE ESSENCE:** Vendor will fulfill all purchase orders within thirty (30) days of issuance, subject to product availability. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State. Time is of the essence with regard to Vendor's performance of this contract.
- 4.4 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.5 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 4.6 CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.7 USE AND OWNERSHIP:** No work for hire is anticipated under this agreement. In the event that there is any work for hire, the parties will negotiate appropriate use and ownership rights in a separate agreement.
- 4.8 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim, demand, cause of action, debt or liability that the supplies or services infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trademark or other proprietary interest) rights of a third party, except to the extent that such claim, demand, or otherwise is based on the State of Illinois' alteration of any licensed software. Such exception shall not apply in the event that the any such alteration is done at the direction of or with the knowledge of Vendor. Neither Party shall be liable for incidental, special, consequential or punitive damages. Except for damage to tangible property, personal injury, or indemnification obligations contained in this agreement, in no event will the amount of damages from any cause exceed \$60,000,000. Vendor's indemnity obligations are subject to the following conditions: (a) the State of Illinois must notify Vendor in writing of the claim; (b) Vendor will have sole control over defense and/or settlement of the claim; and (c) The State of Illinois will provide Vendor with reasonable assistance in the defense of the claim.

4. STANDARD BUSINESS TERMS AND CONDITIONS

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

4.2 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

4.3 TIME IS OF THE ESSENCE: Vendor will fulfill all purchase orders within thirty (30) days of issuance, subject to product availability. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State. Time is of the essence with regard to Vendor's performance of this contract.

4.4 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.5 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.6 CONFIDENTIAL INFORMATION: Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.7 USE AND OWNERSHIP: No work for hire is anticipated under this agreement. In the event that there is any work for hire, the parties will negotiate appropriate use and ownership rights in a separate agreement.

4.8 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim, demand, cause of action, debt or liability that the supplies or services infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trademark or other proprietary interest) rights of a third party, except to the extent that such claim, demand, or otherwise is based on the State of Illinois' alteration of any licensed software. Such exception shall not apply in the event that the any such alteration is done at the direction of or with the knowledge of Vendor. Neither Party shall be liable for incidental, special, consequential or punitive damages. Except for damage to tangible property, personal injury, or indemnification obligations contained in this agreement, in no event will the amount of damages from any cause exceed \$60,000,000. Vendor's indemnity obligations are subject to the following conditions: (a) the State of Illinois must notify Vendor in writing of the claim; (b) Vendor will have sole control over defense and/or settlement of the claim; and (c) The State of Illinois will provide Vendor with reasonable assistance in the defense of the claim.

- 4.9 INSURANCE:** Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.10 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.11 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.12 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.13 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.
- 4.14 APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims (705 ILCS 505/1). The State shall not enter into binding arbitration to resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.
- 4.15 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 4.16 CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.
- 4.17 NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 4.18 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.19 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 4.20 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract.

5. STANDARD CERTIFICATIONS

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

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

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

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

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

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

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

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

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

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

- 5.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (30 ILCS 500/50-11) or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt (30 ILCS 500/50-60).
- 5.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
- 5.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
- 5.14 Vendor certifies it has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).
- 5.15 Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
- 5.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
- 5.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
- 5.18 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
- 5.19 a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
- 5.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
- 5.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
- 5.22 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).
- 5.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
- 5.24 Vendor certifies it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).
- 5.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
- 5.26 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act (410 ILCS 45) are prohibited from doing business with the State until the violation is mitigated".
- 5.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/itaa (30 ILCS 587)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

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

- Vendor is not required to register as a business entity with the State Board of Elections.
- or
- Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor: CDW Government LLC

D/B/A (if used): _____

Name of any Parent Organization: CDW LLC

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. (All Vendors must complete this section)

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

- a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- i. Vendor shall submit their 10K disclosure (include proxy if referenced in 10k) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 (a) and (b) of the Procurement Code. The SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10K.

Check here if submitting a 10k , 20f , or 40f .

OR

- b. If Vendor is a privately held corporation with more than 400 shareholders
- i. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. For **each individual** having any of the following financial interests in the Vendor (or its parent), please mark each that apply and show the applicable name and address. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
 Yes No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
 Yes No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
 Yes No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
 Yes No
5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____ For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
 0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
 >4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:
 Sole Proprietorship Stock Partnership Other (explain) _____
 Name: _____
 Address: _____

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here N/A .

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Yes No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes No

Section 2: Section 50-13 Conflicts of Interest (All Vendors must complete this section)

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois [\$106,447.20], or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor (\$177,412.00), to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

Check One: No Conflicts Of Interest
 Potential Conflict of Interest (If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)

Section 3: Debarment/Legal Proceeding Disclosure (All Vendors must complete this section).

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

| | | |
|---|------------------------------|--|
| Debarment from contracting with any governmental entity | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Professional licensure discipline | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Bankruptcies | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Adverse civil judgments and administrative findings | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |
| Criminal felony convictions | Yes <input type="checkbox"/> | No <input checked="" type="checkbox"/> |

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran (All Vendors must complete this section).

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 [of the Illinois Procurement Code], shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- i. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral - extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

- ii. the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure shall not be considered responsive. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

There are no business operations that must be disclosed to comply with the above cited law.

The following business operations are disclosed to comply with the above cited law:

Section 5: Current and Pending Contracts (All Vendors must complete this section).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes No

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Illinois State Department of Central Management Services Microsoft CMS5003360

Illinois State Department of Central Management Services Adobe CMS8340820

Section 6: Representative Lobbyist/Other Agent (All Vendors must complete this section).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes No

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: CDW Government LLC

(Vendor/Subcontractor Name)

Name of Authorized Representative:

Kevin P. Adams

Title of Authorized Representative:

Vice President Program Management

Signature of Authorized Representative:



Date:

09/26/11

7. **SUPPLEMENTAL PROVISIONS**

7.1 **State Supplemental Provisions**

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- BEP Subcontracting Requirements (Utilization Plan and Letter of intent)
- Other (describe)

7.2 **Vendor Supplemental Provisions**

- _____

TAXPAYER IDENTIFICATION NUMBER

I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

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

Name: _____

Business Name: CDW Government LLC

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number 36-4230110

Legal Status (check one):

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

Signature: [Handwritten Signature]

Date: 09-26-11

ARRA REQUIREMENTS: Procurements under this contract might be made with American Recovery and Reinvestment Act of 2009 ("ARRA") funds. As such, to the extent procurements are being made with ARRA funds, in addition to any other applicable federal laws, this contract is subject to all applicable requirements of ARRA, including but not limited to the following requirements and any additional requirements set out by the federal government, including any applicable funding agency guidance.

(a) REVISIONS TO REQUIREMENTS

The federal Government has not fully developed the implementing instructions of ARRA, particularly concerning specific procedural requirements for the new reporting requirements. The Vendor will be provided these details as they become available. Vendor acknowledges that this attachment may be revised pursuant to ongoing guidance from the relevant federal or State agency regarding requirements for ARRA funds. Vendor agrees to abide by any such revisions upon receipt of written notification from the State of the revisions, which will automatically become a material part of this attachment, without the necessity of either party executing any further instrument.

(b) CONFLICTING REQUIREMENTS

Vendor agrees that to the extent ARRA requirements conflict with State of Illinois requirements, the ARRA requirements shall control.

(c) FALSE CLAIMS ACT

Vendor agrees that it shall promptly refer to an appropriate federal Inspector General any credible evidence that a principal, employee, agent, subgrantee, subcontractor, or other person has committed a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds.

(d) ENFORCEABILITY

Vendor agrees that if Vendor or one of its subcontractors fails to comply with all applicable federal and State requirements governing the use of ARRA funds, the State may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the State under all applicable State and federal laws.

(e) SEPARATE TRACKING AND REPORTING OF ARRA FUNDS

Vendor agrees that ARRA funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of ARRA and related guidance. For projects funded by other sources in addition to ARRA funds, Contractors must keep separate records for ARRA funds and must ensure those records comply with the requirements of the ARRA. No ARRA funds may be used for a purpose other than that of making payments for costs allowable under the ARRA.

(f) SECTION 902, ACCESS OF GOVERNMENT ACCOUNTABILITY OFFICE Contracts awarded using ARRA funds must allow the U.S. Comptroller General and his or her representatives, with authority, to:

- 1) examine any records of the Vendor, of its subcontractors, or of any State or local agency administering such contract, that directly pertain to, and involve transactions relating to, the contract or subcontract; and
- 2) interview any officer or employee of the Vendor, or of any of its subcontractors, or of any State or local government agency administering the contract, regarding such transactions.

Accordingly, the Comptroller General and his or her representatives shall have the authority and rights provided under Section 902 of the ARRA, with respect to this contract which is funded, either in whole or in part, with funds made available under the ARRA. Section 902 further states that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of the Comptroller General.

(g) SECTION 1512, REPORTS ON USE OF FUNDS

Pursuant to Section 1512 of the ARRA, state agencies receiving ARRA funds must submit a report to the federal government no later than ten (10) calendar days after the end of each calendar quarter. This report must contain the information outlined below. Accordingly, Vendor agrees that not later than 5 days after the end of each calendar quarter, or more frequently as directed by the State, the Vendor shall submit a report to the State that contains:

- 1) The total amount of ARRA funds received by Vendor during the quarterly reporting period;

- 2) The amount of ARRA funds that were expended or obligated by Vendor during the quarterly reporting period;
- 3) A detailed list of all projects or activities for which ARRA funds were expended or obligated, including:
 - a. the name of the project or activity;
 - b. a description of the project or activity;
 - c. an evaluation of the completion status of the project or activity;
 - d. an estimate of the number of jobs created and the number of jobs retained by the project or activity;
 - e. names and total compensation of each of the five most highly compensated officers of the Vendor for the calendar year in which the contract is awarded if—
 - i. In the Vendor's preceding fiscal year, the Vendor received—
 - (a) 80 percent or more of its annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements; and
 - (b) \$25,000,000 or more in annual gross revenues from federal contracts (and subcontracts), loans, grants (and subgrants), and cooperative agreements
- 4) For any subcontracts equal to or greater than \$25,000:
 - a. The name of the entity/subcontractor receiving the subaward;
 - b. The amount of the subaward;
 - c. The transaction type;
 - d. The North American Industry Classification System (NAICS) code or Catalog of Federal Domestic Assistance (CFDA) number;
 - e. Federal program source;
 - f. An award title descriptive of the purpose of each funding action;
 - g. The location of the entity receiving the subaward;
 - h. The primary performance location of the subaward, including the city, state, congressional district, and country;
 - i. A unique identifier (DUNS Number) of the entity receiving the subaward and the parent entity of entity/subcontractor, should the entity be owned by another; and
 - j. The names and total compensation of the five most highly compensated officers of the subcontractor if it received: 1) 80% or more of its annual gross revenues in federal awards; and 2) \$25M or more in annual gross revenue from federal awards.
- 5) For any subcontracts of less than \$25,000, the information required in Paragraph 4 above may be reported in the aggregate and requires the certification of an authorized officer of Vendor that the information contained in the report is accurate.
- 6) Any other information reasonably requested by the State or required by state or federal law or regulation.

(h) SECTION 1515(a), ACCESS OF FEDERAL OFFICES OF INSPECTOR GENERAL TO CERTAIN RECORDS AND EMPLOYEES

The Vendor is advised that representatives of federal inspector general offices have the authority to examine any record and interview any employee or officer of the Vendor, its subcontractors, or other firms working on this contract. Section 1515(b) further provides that nothing in this section shall be interpreted to limit or restrict in any way any existing authority of a federal inspector general office.

(i) SECTION 1553, PROTECTING STATE GOVERNMENT, LOCAL GOVERNMENT, AND CONTRACTOR WHISTLEBLOWERS

Employees of employers receiving federal funds may not be discharged, demoted, or otherwise discriminated against in retaliation for disclosing information that the employee reasonably believes is evidence of:

- 1) gross mismanagement of a contract or grant relating to federal funds;
- 2) a gross waste of federal funds;
- 3) a substantial and specific danger to public health or safety related to the implementation or use of federal funds;
- 4) an abuse of authority related to the implementation or use of federal funds; or
- 5) a violation of law, rule, or regulation related to an agency contract (including the competition for or negotiation of a contract).

The Vendor shall post notice of employees' rights and remedies for whistleblower protections provided under section 1553 of the ARRA. The Vendor shall include the substance of this clause, including this paragraph, in all subcontracts.

(j) SECTION 1604, PROHIBITION ON USE OF FUNDS

Vendor agrees that none of the funds made available under this contract may be used for any casino or other gambling establishment, aquarium, zoo, golf course, swimming pool, or any other item prohibited by ARRA.

(k) SECTION 1605, BUY AMERICAN, USE OF AMERICAN IRON, STEEL, AND MANUFACTURED GOODS

Vendor agrees that, in accordance with ARRA Section 1605, neither the Vendor nor its subcontractor will use funds appropriated or otherwise made available by ARRA for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States, in a manner consistent with the United States' obligations under international agreements unless an exception under section 1605(b) applies. Vendor understands that this requirement may only be waived by the applicable federal agency in limited situations, as set out in ARRA, Section 1605.

(l) SECTION 1606, WAGE REQUIREMENTS

Vendor agrees that, in accordance with ARRA Section 1606, both it and its subcontractors shall fully comply with this section in that, notwithstanding any other provision of law, and in a manner consistent with the other provisions of the ARRA, all laborers and mechanics employed by contractors and subcontractors on projects funded in whole or in part with ARRA funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with Subchapter IV of Chapter 31 of Title 40 of the United States Code. The Secretary of Labor's determination regarding the prevailing wages applicable in the State of Illinois is located at: <http://www.gpo.gov/davisbacon/il.html>.

(m) DBE REQUIREMENTS

The Vendor shall comply with all applicable federal Disadvantaged Business Enterprise (DBE) requirements related to DBE programs. In the event there are no federal DBE programs applicable to this agreement, to the extent applicable under State law, the Vendor shall comply with the State of Illinois' Business Enterprise Program ("BEP") http://www.sell2.illinois.gov/bep/Business_Enterprise.htm. In the event this agreement is a grant agreement not covered by federal DBE requirements, the Contractor shall use reasonable and good faith efforts to solicit and utilize BEP-certified Minority Business Enterprises (MBEs), Female Business Enterprises (FBEs) and businesses owned and controlled by persons with disabilities (PBEs) for those contracting, subcontracting, and purchase opportunities that exist and report utilization to the BEP.

(n) RECORDS RETENTION

The Contractor shall retain all such contract records intact in a form, if not original documents, as may be approved by the federal government, for at least three (3) years following termination of a project funded by ARRA or for such longer period of time as required by the State.

(o) SUBCONTRACTOR REQUIREMENTS

Vendor agrees that it shall include these standard ARRA terms and conditions, including this requirement, in any of its subcontracts that are funded in whole or in part with ARRA funds.

FEDERAL FUNDING CERTIFICATIONS AND ASSURANCES:

1. Certifications and Assurances Required by the U.S. Office of Management and Budget (OMB) (SF-424B and SF-424D):

As required by OMB, Vendor certifies that it:

- (a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described herein.
- (b) Will give the awarding federal agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding federal agency guidance and directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame.
- (e) Will comply with all applicable federal nondiscrimination statutes and regulations applicable to the project, including, but not limited to:
 - i. Title VII of the Civil Rights Act of 1964 and 42 U.S.C. 2000d, which prohibit discrimination on the basis of race, color, or national origin;
 - ii. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681-1683, and 1685-1687, and any similar regulation created by the awarding federal agency, which prohibit discrimination on the basis of sex;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
 - iv. The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age;
 - v. The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.*, which relate to nondiscrimination on the basis of drug abuse;
 - vi. The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *et seq.*, which relate to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - vii. The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-3 and 290ee-3, which relate to confidentiality of alcohol and drug abuse patient records;
 - viii. Title VIII of the Civil Rights Act of 1968, 42 U.S.C. 3601 *et seq.*, which relates to nondiscrimination in the sale, rental, or financing of housing;
 - ix. The Americans with Disabilities Act of 1990, as amended, and 42 U.S.C. 12101 *et seq.*
- (f) Will comply with all federal environmental standards applicable to the project, including but not limited to:
 - i. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
 - ii. Notification of violating facilities pursuant to Executive Order 11738;
 - iii. Protection of wetlands pursuant to Executive Order 11990;
 - iv. Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
 - v. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
 - vi. Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
 - vii. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
 - viii. Protection of endangered species under the Endangered Species Act of 1973, as amended;
 - ix. The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.
- (g) Will comply with all other federal statutes applicable to the project, including but not limited to:
 - i. Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
 - ii. The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - iii. The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
 - iv. Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
 - v. Executive Order 11593, which relates to identification and protection of historic properties;
 - vi. The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;

- vii. The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- viii. The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- ix. The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

2. Subcontracts:

Any work, commodity, or professional services subcontracted for shall be specified by written contract, and shall be subject to all provisions contained in this Contract. Subcontracts of \$25,000 or more must be approved in writing by the Agency prior to their effective dates. Vendor shall be liable for the performance, acts, or omissions of any person, organization, partnership, entity, business, or corporation with which it contracts. The Agency shall not be responsible to, or for the performance, acts, or omissions of, any subcontractor.

3. Certifications Regarding Lobbying:

Vendor certifies that it complies with all federal law and regulations relating to lobbying, which are germane to the project described herein. Federal funds are prohibited from being used for influencing or attempting to influence persons in connection with covered federal transactions, which include the awarding, making, entering into, extension, continuation, renewal, amendment, or modification of federal grants or contracts. If receiving more than \$100,000 pursuant to this Contract, Vendor agrees to provide a Certification Regarding Lobbying to the Agency and, if applicable, a Disclosure of Lobbying Activities form. If a subcontractor will receive more than \$100,000 in federal funds pursuant to this Contract, Vendor will provide to the Agency a Certification Regarding Lobbying and, if applicable, a Disclosure of Lobbying Activities form signed by the subcontractor. The Vendor must provide these certifications and disclosures as required by the Agency.

4. Control of Property:

Vendor certifies that the control, utilization, and disposition of property or equipment acquired using federal funds is maintained according to the provisions of OMB Circular No. A-102 Common Rule.

5. Cost Principles:

The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, as amended.

6. Davis-Bacon Act:

To the extent applicable, Vendor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assigned sub agreements.

7. Disadvantaged Business Enterprise (DBE) Assurance:

Vendor certifies that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project or program and in the award and performance of any third-party contract, or subcontract supported with federal funds, in violation of the requirements of the DBE program and any additional guidance or requirements promulgated by any relevant federal agency.

8. Drug Free Workplace:

Vendor certifies that it will comply with the requirements of the Federal Drug Free Workplace Act, 41 U.S.C. 702, as amended.

9. Procurement Compliance Certification:

Vendor certifies that its procurements and procurement system will comply with all applicable third-party procurement requirements of federal laws, Executive Orders, regulations, and any directives and requirements promulgated by any relevant federal agency. Vendor certifies that it will include in its contracts, financed in whole or in part with federal funds, all clauses required by federal laws, Executive Orders, or regulations. Vendor further certifies that it will include in its subcontractor agreements all clauses required by federal laws, Executive Orders, or regulations.

10. Standard Assurance:

Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. Vendor agrees that the most recent federal requirement will apply to the project.

11. Buy American Act:

In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.

12. Federal Debarment/Suspension:

Vendor certifies that neither the vendor nor its subcontractors are debarred, suspended, or otherwise excluded from or ineligible to engage in a procurement that is funded in whole or in part by federal funding.

13. Eligibility for Employment in the United States:

The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

14. Exhibits and Amendments:

Any amendment to this Contract must be signed by the parties to be effective. The Vendor shall perform the services subject to this Contract in accordance with all terms, conditions, and provisions set forth in the Contract, and in any Contract exhibits and amendments.

All of the requirements listed in this section apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 10081

CDW Government LLC

230 N. Milwaukee Ave.
Attention: Legal Department
Vernon Hills IL 60061

Information for this business last updated on:

Friday, July 09, 2010

Certificate produced on Wednesday, September 15, 2010 at 10:44
AM





FOR COUNCIL: October 27, 2014

SUBJECT: Agreement with Applied Controls, Inc., (ACI) for HVAC (Heating Ventilating & Air Conditioning) Controls Services at the US Cellular Coliseum (USCC)

RECOMMENDATION/MOTION: Recommend that the Agreement with ACI for HVAC Controls Services at the USCC be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The City sought proposals for HVAC controls system services for the USCC on May 30, 2014. The original Request for Proposal (RFP) was rejected and the Council authorized the staff to negotiate a contract with ACI to perform the services.

ACI is familiar with the intricate and complex controls system inside the USCC. In December 2013, ACI accompanied Ketchmark & Associates during the initial assessment of the USCC's HVAC systems to offer technical advice on proper system configuration when the smoke and general exhaust systems were found to be deficient. ACI comes highly recommended by Ketchmark to perform the necessary repairs based on their credentials as being a Johnson Controls certified vendor/installer and their past experiences with the company.

The contract negotiated by staff represents eighty (80) hours of technical labor with a not to exceed cost of \$15,440 plus required parts (estimated \$5,000).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The RFP was advertised in The Pantagraph on May 30, 2014. Applied Controls, Inc.; ENTEK Controls; CCI Automated Technologies; iSYS; Control Contractors, Inc.; Certified Mechanical, Inc.; and Johnson Controls, Inc. were notified.

FINANCIAL IMPACT: The FY 2015 Capital Lease Budget includes \$100,000 for repair & upgrades to the HVAC, ice refrigeration equipment, etc. Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 110, 114 and 267.

Respectfully submitted for Council consideration.

Prepared by: Alexander S. McElroy, Asst. to the City Manager

Financial & budgetary review by:

Legal review by:

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Agreement

Motion: That the Agreement with ACI for HVAC Controls Services at the USCC be approved and the Mayor and City Clerk be authorized to execute the necessary documents

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

**CITY OF BLOOMINGTON
CONTRACT WITH APPLIED CONTROLS, INC. FOR
HVAC CONTROLS SERVICES FOR THE USCC**

THIS AGREEMENT, dated this ____ day of October, 2014, is between the City of Bloomington (hereinafter "CITY") and Applied Controls, Inc. (hereinafter "APPLIED CONTROLS").

WHEREAS, the CITY sought proposals for controls system services for the U.S. Cellular Coliseum HVAC system on May 30, 2014; and

WHEREAS, no awards were made under the initial RFP and the City thereafter authorized the City Manager to negotiate and enter into a contract with Applied Controls, Inc., as a sole source vendor, to provide the services.

NOW THEREFORE, the parties agree as follows:

Section 1. Recitals. The recitals set forth above are incorporated into this Section 1 as if specifically stated herein.

Section 2. Description of Services. APPLIED CONTROLS shall furnish eighty (80) hours of onsite technical labor for building automation system maintenance and calibration services at the U.S. Cellular Coliseum. APPLIED CONTRACTORS shall send two people to be on site as required during the month of October 2014 and two people two weeks in a row, unless otherwise agreed to by the City and with the understanding that said weeks might be separated. The personnel from APPLIED CONTROLS will have experience with Johnson Controls digital control systems and one or both will have experience with the particular site. Hereinafter, these services shall be collectively referred to as "the Work".

Section 3. Incorporation of Proposal Terms. The provisions of the proposal submitted by APPLIED CONTROLS, shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by APPLIED CONTROLS. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply.

Section 4. Payment & Term. For the Work performed by APPLIED CONTROLS, the CITY shall pay APPLIED CONTROLS as follows:

- (a) Eighty (80) hours of technical labor based upon 10 hour days on site for a total not to exceed cost of \$10,960.00 (\$10,400 straight time, billed at \$135.00 hour, and \$560.00 of overtime, billed at \$165.00 per hour). No double time per hour shall be included and no Sunday work is expected;
- (b) Truck charges at \$100.00 per truck per day (two trucks will be used) at a total not to exceed cost of \$800.00;
- (c) Travel to site charges based upon 2.5 hours each way per truck for a total not to exceed cost of \$2,600.00;
- (d) Meals based upon and not to exceed \$60.00 per person per day, for a total not to exceed cost of \$480.00;
- (e) Lodging based upon and not to exceed \$75.00 per person, per day, for a total not to exceed cost of \$600.00;
- (f) Budgeted parts required (Johnson parts shall be at list price less 50%) for a total estimated cost of \$5,000. However, parts will be billed based upon what is used.

APPLIED CONTROLS shall submit monthly invoices for its services that detail the work performed and expense. Upon receipt of a proper invoice, payment will be due 30 days thereafter. For any invoice, the CITY may require supporting documentation for items identified before making payment.

Section 5. Prevailing Wage. This Contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

Section 6. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. For purposes of this Contract, any disruption in service caused or created by APPLIED CONTROLS’s failure to obtain proper permits or financial difficulties, including insolvency, reorganization and/or voluntary and involuntary bankruptcy, shall be deemed to be within APPLIED CONTROLS’S control and shall constitute an event of default hereunder. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination.

Section 7. Indemnification. To the fullest extent permitted by law, APPLIED CONTROLS shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with APPLIED CONTROLS's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 8. General Liability Insurance. APPLIED CONTROLS shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, as set forth within the Invitation to Bid, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. APPLIED CONTROLS hereby represents it is legally able to perform the work.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. APPLIED CONTROLS and all work performed under this Contract by APPLIED CONTROLS shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

APPLIED CONTROLS, INC.

By: _____
Its Mayor

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



FOR COUNCIL: October 27, 2014

SUBJECT: Settlement and Release Agreement - US Cellular Coliseum (USCC) and Pepsi Ice Center Parking Garage (PICPG)

RECOMMENDATION/MOTION: Recommend that the Settlement and Release Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services and Goal 2. Upgrade City infrastructure and facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective, efficient manner and 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: At the September 15, 2014 Special Council Meeting, the Council agreed to a mediation settlement of outstanding claims regarding the exhaust system at the USCC and construction issues with the PICPG. A formal settlement agreement has now been drafted and agreed to by the parties and is being formally submitted for approval by the Council. The major terms of the settlement are as follows: (i) the parties will pay the City \$795,000 in settlement of the outstanding claims; (ii) the City releases the parties of all claims, including past, current and future claims; (iii) the pending arbitration will be dismissed with no admission of liability by any party; and (iv) the parties will be prevented from disparaging one another on issues that were either raised or could have been raised in the arbitration.

Payments are being held in trust by the City's Legal Counsel on this case and will be dispersed upon approval and execution by all parties on or before November 15, 2014, (this includes the first payment by Johnston Contractors, Inc.)

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT:

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachment: Attachment 1. Memorandum of Understanding & Agreement

Motion: That the Settlement and Release Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement (the “Agreement”) is effective as of September 30, 2014, by and between the **City of Bloomington (“City”); Brisbin Brook Beynon Architects (“BBB”); Stadium Consultants International (“Stadium”); The Mitchell Partnership (“TMP”); Cretex Companies, Inc. (“Cretex”); IPC, Inc.; (“IPC”); Johnston Contractors, Inc. (“Johnston”); Losch Engineering Corp. (“Losch”); Mid Illinois Mechanical, Inc. (“MIM”); CH2M Hill (“Hill”); and Yolles Structural Engineers (“Yolles”)** who are each a “Party” to this Agreement and who are collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the City filed a Demand for Arbitration (“Demand”) with the American Arbitration Association on April 10, 2014 alleging construction defects at the U.S. Cellular Coliseum and Pepsi Ice Center Parking Garage as more fully set forth in the Demand and Mediation Statements filed under Case No. 011400001278 joining BBB, SCI, Johnston, IPC, Cretex and MIM as Parties to the Arbitration (“Arbitration Action”); and

WHEREAS, Yolles, Hill, TMP and Losch participated as additional parties to a two day Mediation on September 9 and 10, 2014 and are further participating as additional parties under this Agreement; and

WHEREAS, all Arbitration and all Mediation parties executed a Memorandum of Understanding dated September 10, 2014 outlining the terms of settlement and mutual general releases to be entered into under this Agreement; and

WHEREAS, it is the express intent of the Parties to completely and forever settle any and all claims that have been made by the Parties or could have been made by the Parties

and all issues and disputes between and among them related to the Project, the Building, the Design and Construction Contracts, for the U.S. Cellular Coliseum and Pepsi Ice Center Parking Garage.

AGREEMENT

NOW, THEREFORE, for and in consideration of the foregoing recitals, the covenants and agreements set forth herein, and for other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The foregoing Recitals are incorporated into this Agreement and shall be deemed an integral part of the Agreement.

2. The Parties understand and agree that this Agreement is in the nature of a settlement and compromise of disputed claims. This Agreement is not to be construed as an admission of fault or liability on the part of any Party hereto, which fault or liability is expressly denied.

3. The Parties agree that they will not make any disparaging, denigrating, demeaning or untrue statements about the other Party or any person associated with the other Party, including any officer, director, member, consultant, expert, or legal representative of the other Party with respect to any of the issues raised, or which could have been raised in this arbitration action.

4. On or before October 20, 2014, BBB, SCI, IPC, Cretex, Johnston, Losch, MIM, Hill, TMP and Yolles shall pay the aggregate sum of \$795,000.00 to the City (the "Mediation Settlement Payment") as follows:

- a. IPC, Inc. and Cretex (including \$50,000 from Losch) \$350,000

| | | |
|----|---|-----------|
| b. | MIM | \$100,000 |
| c. | BBB and SCI (including \$75,000 from TMP) | \$175,000 |
| d. | Yolles/Hill | \$ 85,000 |
| e. | Johnston | \$ 85,000 |
| | Total | \$795,000 |

Notwithstanding the above, Johnston shall make three (3) equal payments of \$28,333.33, the first of which shall be due on October 20, 2014, the second on or before January 19, 2015, and the third on or before April 20, 2015

5. Except for the obligations set forth in this Agreement, effective upon payment of the Mediation Settlement Payment to the City, the Parties (and each of them), for themselves and for their direct and indirect parents, subsidiaries, affiliates and related corporations, and all of their respective officers, directors, partners, partnerships, agents, servants, employees, consultants, attorneys, sureties, insurers, reinsurers, members, predecessors, successors and assigns, hereby fully and unconditionally release and discharge each and every other Party and their direct and indirect parents, subsidiaries, affiliates and related companies, and all of their respective officers, directors, partners, partnerships, agents, lenders, servants, employees, consultants, attorneys, sureties, insurers, reinsurers, members, predecessors, successors and assigns, from any and all known and unknown claims, counterclaims, actions, rights, obligations, agreements, demands, back charges, losses, costs, damages, expenses, debts, liabilities, and causes of action whatsoever, whether direct or indirect and whether in tort, contract or otherwise, known and unknown, including any and all past, present and future claims, arising out of, or in any way related to, or in any way connected with, the Project, the Building, the Design and Construction

Contracts, the U.S. Cellular Coliseum and the Pepsi Ice Center Parking Garage. This Agreement shall be binding upon all Parties. This Agreement and the foregoing mutual release language shall not prejudice the rights of any participating party to seek reimbursement from any non-participating insurer or non-participating party.

6. Within fourteen (14) days after the delivery of the Mediation Settlement Payment, and provided all tendered checks have cleared their respective banks, the Parties shall jointly move to dismiss, with prejudice, the Arbitration Action with all Parties bearing their own attorneys' fees, costs and expenses. The Parties shall cooperate and execute and deliver any and all additional papers, documents and other assurances, and shall do any and all acts and things reasonably necessary to the performance of their obligations to cause the dismissals to be filed and to take effect.

7. The Parties warrant and represent that they have each knowingly and voluntarily entered into this Agreement following consultation with their respective legal counsel, and participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the Parties and no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any of the provisions of this Agreement.

8. In entering into this Agreement, each Party has relied solely upon its own investigation of the facts and not upon any communication or conduct of whatever kind or nature of any person, entity or Party in connection with the decision to enter into this Agreement.

9. This Agreement supersedes all prior and contemporaneous negotiations, agreements, discussions and writings, and constitutes the entire Agreement between the Parties.

10. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provision of the Agreement. No waiver or modification of this Agreement will be binding upon any Party unless made in writing and signed by a duly authorized representative of the affected Parties. No failure or delay in enforcing any right hereunder will be deemed a waiver. No extension of time for performance of any obligation or act shall be deemed an extension of the time for performance of any other obligation or act.

11. The provisions of this Agreement shall be deemed severable from each other, and if for any reason any section, clause, provision or part thereof is found to be illegal, invalid, unenforceable, or inoperative, such section, clause or provision or part thereof shall not affect the validity or enforceability of any other section, clause, provision or part thereof.

12. There are no intended third-party beneficiaries of this Agreement and no third-party shall be entitled to rely on any provision of this Agreement.

13. Each Party represents and warrants that the person signing this Agreement on its behalf has the authority to do so and thereby to bind it to this Agreement. The Parties represent and warrant that: they had not heretofore assigned or transferred or purported to sell, assign or transfer to any person or entity not a Party hereto, the whole or any part or portion of its claims, demands, liabilities, damages, causes of action, rights, remedies, judgments, awards, obligations, costs, expenses, and fees which are being released hereunder. Each other Party warrants and represents that: (1) it owns and holds all rights,

title and interest in and to the claims, demands, liabilities, damages, causes of action, rights, remedies, judgments, awards, obligations, costs, expenses, and fees that are the subject of the waivers and releases it has given in this Agreement and (2) it has not heretofore assigned or transferred or purported to sell, assign or transfer to any person or entity not a Party hereto, the whole or any part or portion of its claims, demands, liabilities, damages, causes of action, rights, remedies, judgments, awards, obligations, costs, expenses, and fees which are being released hereunder.

14. The Parties agree that this Agreement shall be governed in accordance with the laws of Illinois, excluding its choice of law provisions. Additionally, the parties expressly affirm that all rights and obligations regarding this settlement are governed solely by the terms of this Agreement and each expressly waives the application of 735 ILCS 5/2-2301(2014) entitled "Settlement."

15. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. Photocopies, facsimiles or PDF's of executed copies of this Agreement may be treated as originals.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have caused this Agreement to be effective as of September 30, 2014.

City of Bloomington

Cretex Companies, Inc.

By: _____
Title: _____

By: _____
Title: _____

Mid Illinois Mechanical, Inc.

IPC, Inc.

By: _____
Title: _____

By: _____
Title: _____

Johnston Contractors, Inc.

Brisbin Brook Beynon Architects

By: _____
Title: _____

By: _____
Title: _____

Losch Engineering Corp.

Yolles Structural Engineers

By: _____
Title: _____

By: _____
Title: _____

Stadium Consultants International

The Mitchell Partnership

By: _____
Title: _____

By: _____
Title: _____

CH2M Hill

By: _____
Title: _____



FOR COUNCIL: October 27, 2014

SUBJECT: Petitions from TGFP, LLC for Approval of Utility, Pedestrian and Sanitary Sewer Easement Dedications in Lot 3 of the Resubdivision of Lot 2 of Illinois Power Company Subdivision, (Golwitzer Commercial Sub.), and Utility and Pedestrian Easements in Lot 1 of the Illinois Power Company Subdivision, (Pony League)

RECOMMENDATION/MOTION: Recommend that the Dedications be approved and the Ordinances passed.

STRATEGIC PLAN LINK: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On September 12, 2005, Council approved a Preliminary Plan for the Golwitzer Commercial Subdivision. The required public improvements, including sanitary and storm sewers and water mains, were subsequently constructed by the developer. As a final plat has not yet been submitted for this subdivision, the proposed easements will allow the City to maintain the existing utilities built in 2006 and make provisions for future pedestrian accommodations along the north property line.

McLean County Pony Baseball has worked closely with the developers of Golwitzer Commercial Subdivision in allowing the extension of utilities and drainage improvements to mutually benefit both properties. The proposed easements will allow the City to maintain the existing utilities built in 2006 and make provisions for future pedestrian accommodations along the north property line.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: TGFP, LLC and McLean County Pony Baseball, Inc.

FINANCIAL IMPACT: None. All survey, plat and recording costs are paid by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Project Engineer

Reviewed by: Kevin Kothe, PE, City Engineer

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petitions, Ordinances & Legal Descriptions
Attachment 2. Plats
Attachment 3. Map

Motion: That the Dedications be approved and the Ordinances passed.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

PETITION FOR DEDICATION OF EASEMENTS

State of Illinois)
)ss.
County of McLean)

To: The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois.

NOW COMES TGFP, LLC, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner in the premises hereinafter described in Exhibit "A" attached hereto and made a part hereof by this reference;

2. That your Petitioner seeks approval of the dedication of the Permanent Utility Easement, the Pedestrian Easement and the Sanitary Sewer Easement and upon approval of the Petition, dedicates same to the City of Bloomington, McLean County, Illinois, as noted on an Easement Plat dated May 5, 2014 prepared by Farnsworth Group, Inc.

WHEREFORE, your Petitioner prays that the Permanent Utility Easement, the Pedestrian Easement and the Sanitary Sewer Easement be dedicated.

Respectfully submitted,

TGFP, LLC, Petitioner

By:_____

ORDINANCE NO 2014 - _____

AN ORDINANCE PROVIDING FOR THE DEDICATION OF PERMANENT UTILITY EASEMENT, PEDESTRIAN EASEMENT AND SANITARY SEWER EASEMENT

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the dedication of a Permanent Utility Easement, a Pedestrian Easement and a Sanitary Sewer Easement; and

WHEREAS, said petition complies in all respects with the ordinances of said City and the statutes of the State of Illinois in which case made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said dedication; and

WHEREAS, it is reasonable and proper to dedicate said Permanent Utility Easement, Pedestrian Easement and Sanitary Sewer Easement as requested in this case.

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

1. That the Permanent Utility Easement, Pedestrian Easement and Sanitary Sewer Easement as shown on the attached Easement Plat, are hereby dedicated.
2. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 27th day of October, 2014.

APPROVED this ____ day of October, 2014.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

Lot 3 in the Resubdivision of Lot 2 in the Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat thereof recorded as Document No. 2003-44693 in the McLean County Recorder's Office.

LEGAL DESCRIPTIONS

Permanent Utility Easement:

The South 10 feet of the North 20 feet of Lot 3 in the Resubdivision of Lot 2 in Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat recorded as Document No. 2003-44693 in the McLean County Recorder's Office.

Pedestrian Easement:

The North 10 feet of Lot 3 in the Resubdivision of Lot 2 in Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat recorded as Document No. 2003-44693 in the McLean County Recorder's Office.

Sanitary Sewer Easement:

The East 15 feet of the West 50 feet of Lot 3 in the Resubdivision of Lot 2 in Illinois Power Company Subdivision in the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, according to the Plat recorded as Document No. 2003-44693 in the McLean County Recorder's Office, except the North 20 feet thereof and except the South 279.25 feet thereof.

PETITION

State of Illinois)
)ss.
County of McLean)

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

NOW COMES TGFP, LLC, an Illinois Limited Liability Company, by and through its attorneys, LIVINGSTON, BARGER, BRANDT & SCHROEDER, and Petitions the City of Bloomington, a Municipal Corporation, to accept the Utility Easement and the Pedestrian Easement, as shown on the attached Easement Plat dated April 12, 2013 prepared by Farnsworth Group.

In furtherance of this Petition, there is attached hereto a copy of a Quit Claim Deed executed by McLean County Pony Baseball, Inc., the record titleholder to the property described therein, by which it transfers to the City of Bloomington, a Municipal Corporation, the two easements referred to in the preceding paragraph hereof. As well, said Quit Claim Deed transfers to TGFP, LLC the Drainage Easement show on said Plat. The original executed Quit Claim Deed has been delivered to the City Clerk simultaneously with the filing of this Petition.

WHEREFORE, TGFP, LLC, an Illinois Limited Liability Company, requests that the City of Bloomington, a Municipal Corporation, accept the dedication the Utility Easement and the Pedestrian Easement and approves same by the adoption of the Ordinance tendered herewith and by the recording of the Quit Claim Deed.

Respectfully submitted,

TGFP, LLC, an Illinois Limited Liability Company

By : _____
William C. Wetzel
Its Attorney

ORDINANCE NO. 2014 - _____

AN ORDINANCE ACCEPTING DEDICATION OF EASEMENTS

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition requesting that the City of Bloomington accept the Utility Easement and the Pedestrian Easement as shown on the Easement Plat attached to the Petition dated April 12, 2013 and being legally described on Exhibit "A" attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and it is appropriate for the City of Bloomington to accept said Easements.

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

1. That the dedication of the Utility Easement and the Pedestrian Easement set forth on the attached Easement Plat dated April 12, 2013 is hereby accepted.
2. That this Ordinance shall be in full force and effective as of the time of its passage.

PASSED this 27th day of October, 2014.

APPROVED this ____ day of October, 2014.

Mayor

ATTEST:

City Clerk

EXHIBIT "A"

Utility Easement: The North 25 feet of the following described property:

Lot 1 of Illinois Power Company Subdivision, being a part of the East Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded May 2, 1988 as Document No. 88-6730, except therefrom the following described tract: Beginning at an iron rod found at the Northwest Corner of said Lot 1, thence along an assumed bearing North 87 degrees 51 minutes 26 seconds East 669.70 feet along the North Line of said Lot 1; thence South 84 degrees 59 minutes 41 seconds West 200.25 feet; thence South 87 degrees 51 minutes 26 seconds West 400.00 feet along a line 70 feet southerly of and parallel with the centerline of construction of Ireland Grove; thence South 84 degrees 59 minutes 41 seconds West 69.82 feet to the West Line of said Lot 1, also being the West Line of the East Half of the Northeast Quarter of said Section 18; thence North 01 degrees 59 minutes 46 seconds West 13.49 feet along said West Line to the Point of Beginning, McLean County, Illinois.

Pedestrian Easement: The North 10 feet of the following described property:

Lot 1 of Illinois Power Company Subdivision, being a part of the East Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded May 2, 1988 as Document No. 88-6730, except therefrom the following described tract: Beginning at an iron rod found at the Northwest Corner of said Lot 1, thence along an assumed bearing North 87 degrees 51 minutes 26 seconds East 669.70 feet along the North Line of said Lot 1; thence South 84 degrees 59 minutes 41 seconds West 200.25 feet; thence South 87 degrees 51 minutes 26 seconds West 400.00 feet along a line 70 feet southerly of and parallel with the centerline of construction of Ireland Grove; thence South 84 degrees 59 minutes 41 seconds West 69.82 feet to the West Line of said Lot 1, also being the West Line of the East Half of the Northeast Quarter of said Section 18; thence North 01 degrees 59 minutes 46 seconds West 13.49 feet along said West Line to the Point of Beginning, McLean County, Illinois.

Permanent Index Number: 22-18-200-003

EASEMENT PLAT

PT OF N.E. 1/4 SEC. 18, TOWNSHIP 23 NORTH, RANGE 3 EAST THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

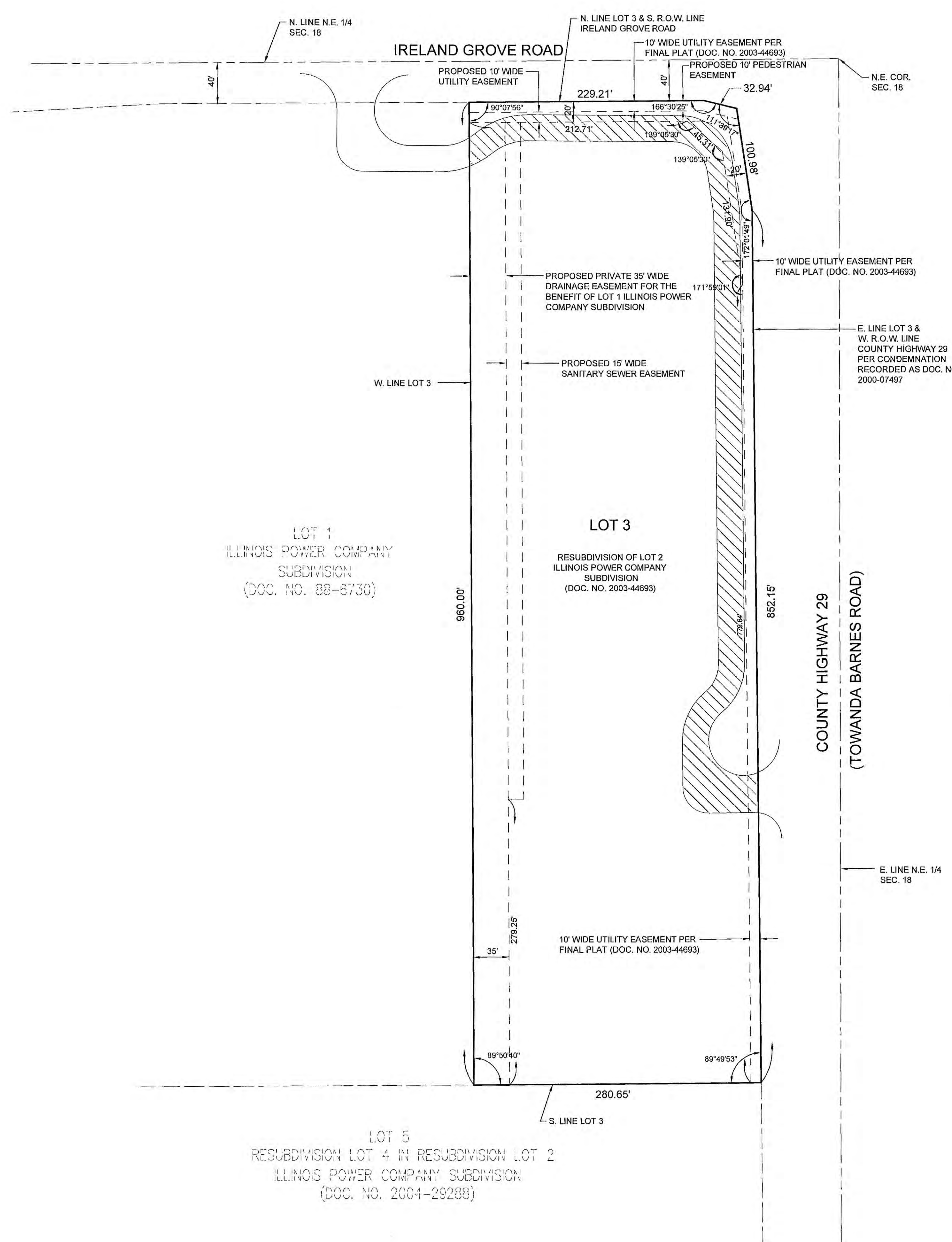
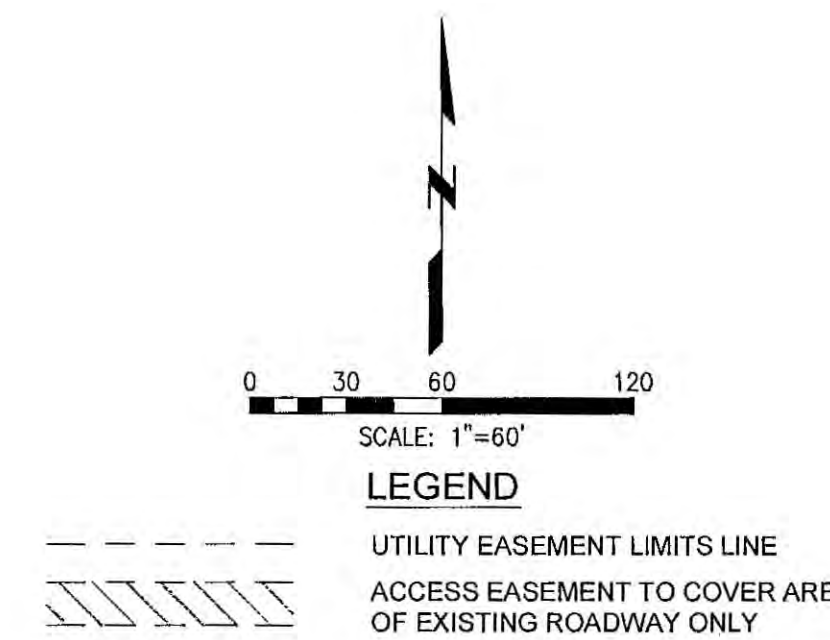


Farnsworth GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

| ISSUE: | # | Date: | Description: |
|--------|---|----------|-------------------------------------|
| | 1 | 05/02/14 | ADDED LANGUAGE TO DRAINAGE EASEMENT |



Owners: TGFP, LLC

Description of Property:

Lot 3 in the Resubdivision of Lot 2 in Illinois Power Company Subdivision, being a part of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded September 9, 2003 as Document No. 2003-44693, McLean County, Illinois.

Witness my hand and seal this 3rd day of May, 2013.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704

By: *Brent A. Bazan*
Brent A. Bazan
Professional Land Surveyor No. 3715



DATE: 5-2-14
EXP. DATE: 11-30-2014
DESIGN FIRM REGISTRATION NO. 184-001856

Note:

The current Property Identification Number (PIN) of Lot 3 is 22-18-200-005.



LOCATION MAP
NOT TO SCALE

OWNER:
TGFP, LLC
25089 EAGLE POINT
HUDSON, IL 61748

PROJECT:

RESUBDIVISION OF LOT 2 ILLINOIS POWER COMPANY SUBDIVISION

BLOOMINGTON, ILLINOIS

Date: 05-03-13

Design/Drawn: SJB

Reviewed:

Book No.: 2824/15 Field:

Project No.: 0080313.00

SHEET TITLE:

EASEMENT PLAT

SHEET NUMBER:

1

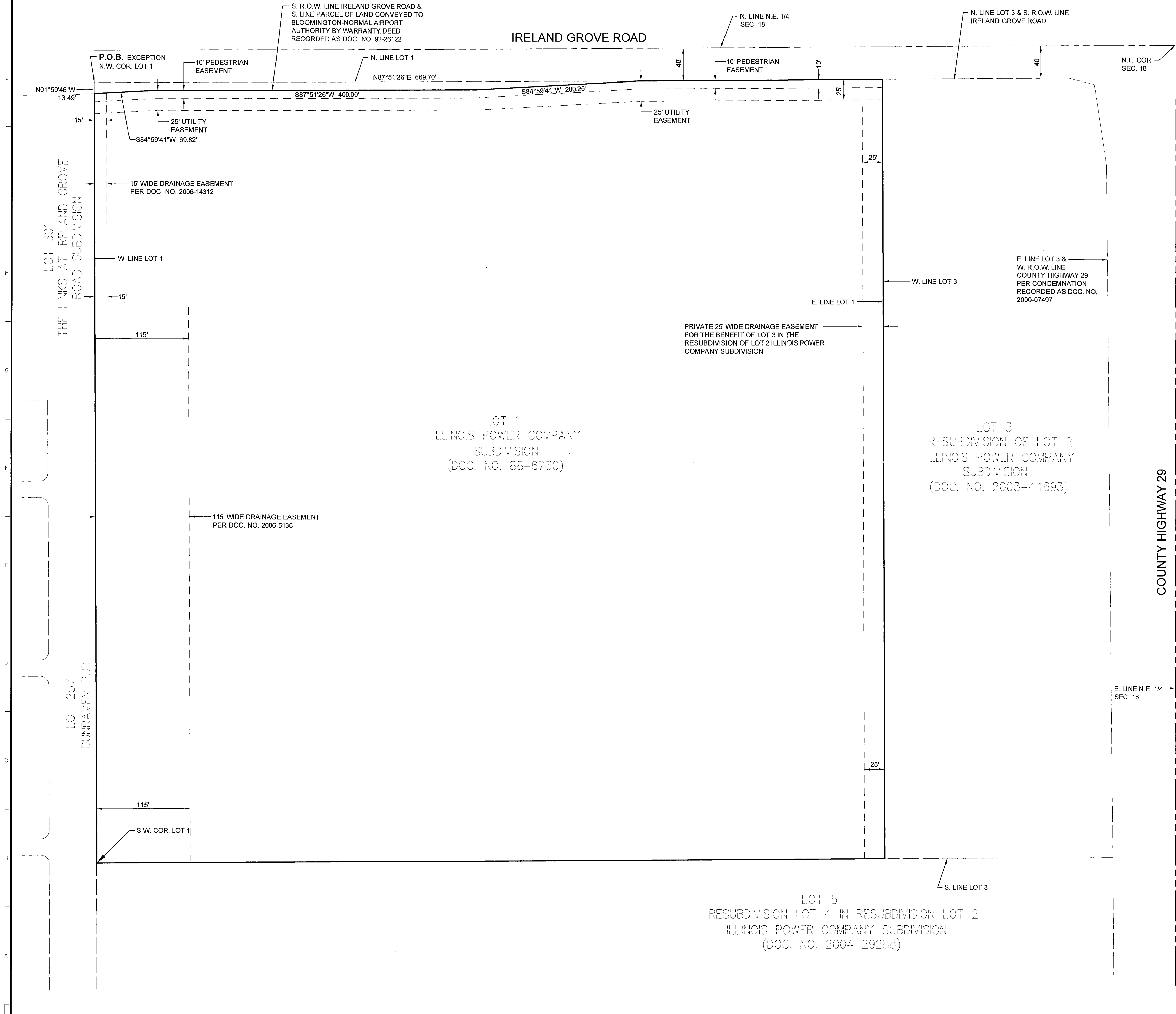
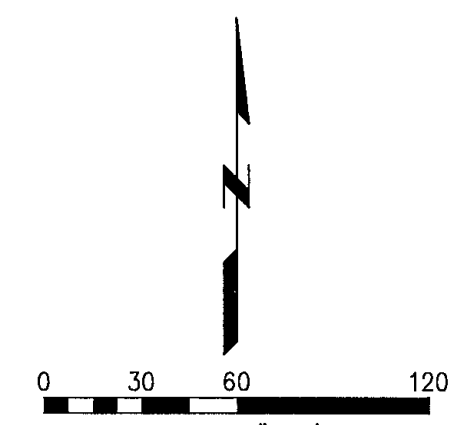
N.E. 1/4 SEC. 18, T.23N., R.3E., 3P.M.

File No.: 24-8102

XREF File: \\068072-00-cbl-mesad\1_Vld\plote-sw\1\mapa\1_S:\McLEAN\BLOOMINGTON\PLAT\ILLINOIS POWER RESUB\JOB\ILLINOIS POWER LOT 3 EASEMENT.dwg, 5/2/2014, 4:52 PM
 I:\mapa\1_S:\McLEAN\BLOOMINGTON\PLAT\ILLINOIS POWER RESUB\JOB\ILLINOIS POWER LOT 3 EASEMENT.dwg, 5/2/2014, 4:52 PM

EASEMENT PLAT

PT OF N.E. 1/4 SEC. 18, TOWNSHIP 23 NORTH, RANGE 3 EAST THIRD PRINCIPAL MERIDIAN
CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS



UTILITY EASEMENT LIMITS LINE

Owners: McLean County Pony Baseball, Inc.

Permanent Utility Easement Required:

The North 25 feet of the following described property: Lot 1 of Illinois Power Company Subdivision, being a part of the East Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded May 2, 1988 as Document No. 88-6730, except therefrom the following described tract: Beginning at an iron rod found at the Northwest Corner of said Lot 1, thence along an assumed bearing North 87 degrees 51 minutes 26 seconds East 669.70 feet along the North Line of said Lot 1; thence South 84 degrees 59 minutes 41 seconds West 200.25 feet; thence South 87 degrees 51 minutes 26 seconds West 400.00 feet along a line 70 feet southerly of and parallel with the centerline of construction of Ireland Grove; thence South 84 degrees 59 minutes 41 seconds West 69.82 feet to the West Line of said Lot 1, also being the West Line of the East Half of the Northeast Quarter of said Section 18; thence North 01 degrees 59 minutes 48 seconds West 13.49 feet along said West Line to the Point of Beginning, McLean County, Illinois.

Pedestrian Easement Required:

The North 10 feet of the following described property: Lot 1 of Illinois Power Company Subdivision, being a part of the East Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded May 2, 1988 as Document No. 88-6730, except therefrom the following described tract: Beginning at an iron rod found at the Northwest Corner of said Lot 1, thence along an assumed bearing North 87 degrees 51 minutes 26 seconds East 669.70 feet along the North Line of said Lot 1; thence South 84 degrees 59 minutes 41 seconds West 200.25 feet; thence South 87 degrees 51 minutes 26 seconds West 400.00 feet along a line 70 feet southerly of and parallel with the centerline of construction of Ireland Grove; thence South 84 degrees 59 minutes 41 seconds West 69.82 feet to the West Line of said Lot 1, also being the West Line of the East Half of the Northeast Quarter of said Section 18; thence North 01 degrees 59 minutes 48 seconds West 13.49 feet along said West Line to the Point of Beginning, McLean County, Illinois.

Private Drainage Easement Required:

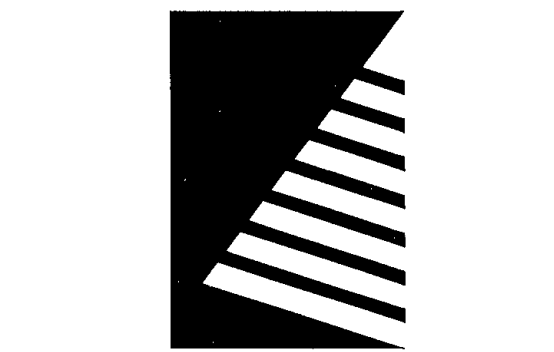
The East 25 feet of the following described property: Lot 1 of Illinois Power Company Subdivision, being a part of the East Half of the Northeast Quarter of Section 18, Township 23 North, Range 3 East of the Third Principal Meridian, according to the Plat thereof recorded May 2, 1988 as Document No. 88-6730, except therefrom the following described tract: Beginning at an iron rod found at the Northwest Corner of said Lot 1, thence along an assumed bearing North 87 degrees 51 minutes 26 seconds East 669.70 feet along the North Line of said Lot 1; thence South 84 degrees 59 minutes 41 seconds West 200.25 feet; thence South 87 degrees 51 minutes 26 seconds West 400.00 feet along a line 70 feet southerly of and parallel with the centerline of construction of Ireland Grove; thence South 84 degrees 59 minutes 41 seconds West 69.82 feet to the West Line of said Lot 1, also being the West Line of the East Half of the Northeast Quarter of said Section 18; thence North 01 degrees 59 minutes 48 seconds West 13.49 feet along said West Line to the Point of Beginning, McLean County, Illinois.

Witness my hand and seal this 29th day of July, 2014.

FARNSWORTH GROUP, INC.
2709 McGRAW DRIVE
BLOOMINGTON, IL 61704
By: *Brent A. Bazan*
Brent A. Bazan
Professional Land Surveyor No. 3715



DATE: 7-29-14
EXP. DATE: 11-30-2014
DESIGN FIRM REGISTRATION NO. 184-001856



Farnsworth GROUP

2709 McGRAW DRIVE
BLOOMINGTON, ILLINOIS 61704
(309) 663-8435 / info@f-w.com

www.f-w.com
Engineers | Architects | Surveyors | Scientists

ISSUE:

| # | Date: | Description: |
|---|----------|--------------------------------------|
| 1 | 05/02/14 | ADDED LANGUAGE FOR DRAINAGE EASEMENT |
| 2 | 07/29/14 | ADDED EXISTING EASMENTS |

PROJECT:

McLEAN COUNTY PONY BASEBALL, INC.

BLOOMINGTON, ILLINOIS

Date: 04-12-13

Design/Drawn: SJB

Reviewed:

Book No.: Field:

Project No.: 103510.1

SHEET TITLE:

EASEMENT PLAT

SHEET NUMBER:

1

N.E. 1/4 SEC. 18, T.23N., R.3E., 3P.M.

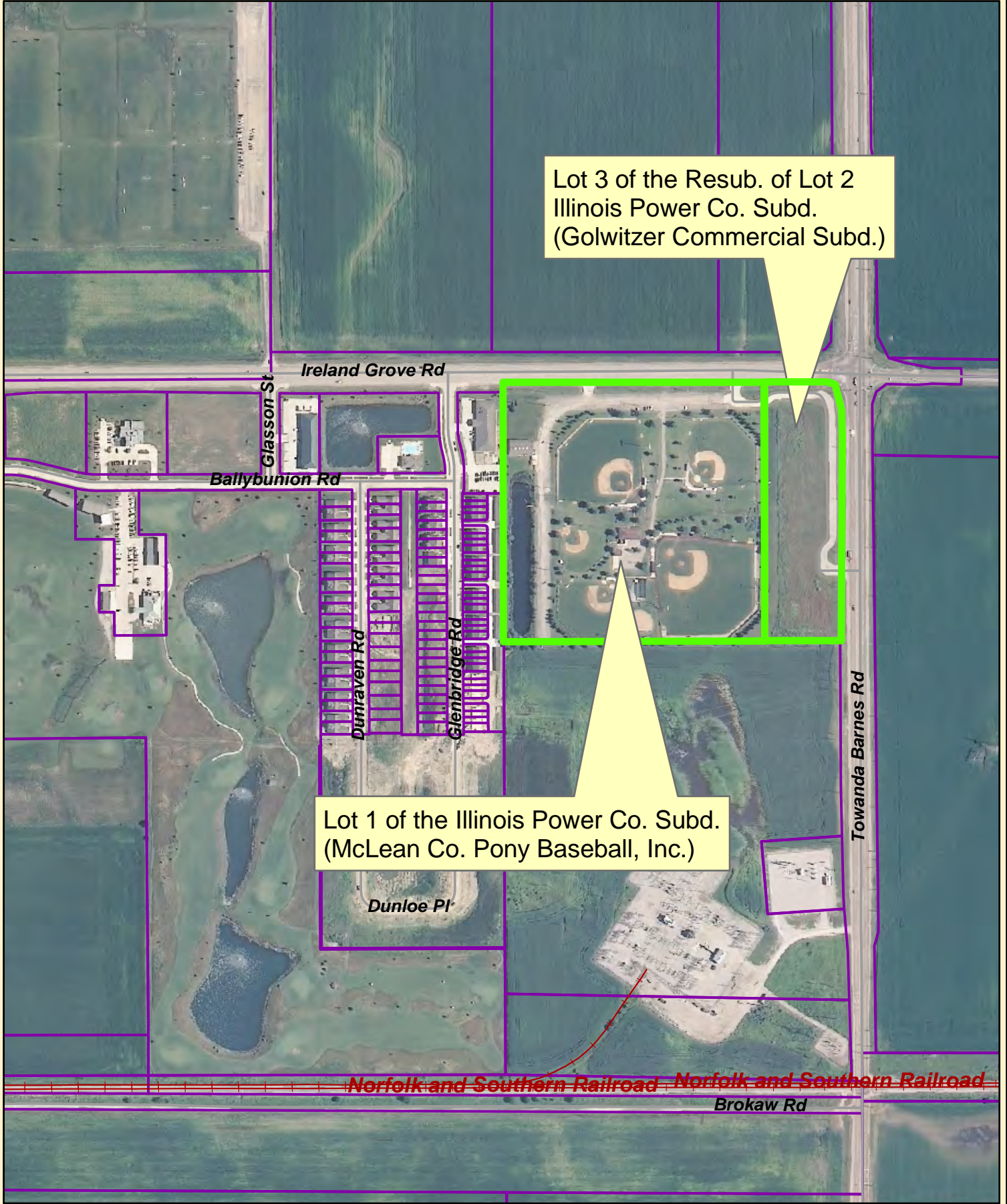
File No.: 24-8850

I:\projects\BLOOMINGTON\EASEMENT\ILLINOIS POWER\DWG\COMMITTEE_PONY_BASEBALL_EASEMENTS.dwg | 7/29/2014 2:21 PM |

TGFP, LLC Easement Dedications Location Map



510 255 0 Feet



Lot 3 of the Resub. of Lot 2
Illinois Power Co. Subd.
(Golwitzer Commercial Subd.)

Lot 1 of the Illinois Power Co. Subd.
(McLean Co. Pony Baseball, Inc.)

Glasson St

Ireland Grove Rd

Ballybunion Rd

Dunraven Rd

Glenbridge Rd

Towanda Barnes Rd

Dunloe Pl

Norfolk and Southern Railroad Norfolk and Southern Railroad

Brokaw Rd



FOR COUNCIL: October 27, 2014

SUBJECT: Review of the Request Submitted by KSTT, LLC Requesting Approval to Reinstated Preliminary Plan for the Business Park at Nord Farms for the Property Located South IL Rt. 9 at the Intersection of Mitsubishi Motorway, consisting of approximately 36.34 acres, (PS-04-14)

RECOMMENDATION/MOTION: Recommend that Preliminary Plan for the Business Park at Nord Farms be reinstated.

STRATEGIC PLAN LINK: Goal 3 Grow the local economy.

STRATEGIC PLAN SIGNIFICANCE: Objective 3d. Expanded retail businesses. The reinstatement of the Preliminary Plan allow an existing business in this subdivision to to expand and encourage the growth of nearby new businesses.

BACKGROUND: The land subject to the reinstatement of the Preliminary Plan is located on the south side of IL Rt. 9 and Mitsubishi Motorway. The Preliminary Plan for this subdivision has expired and needs to be reinstated which will enable petitions for final plats. If the reinstatement of the Preliminary Plan is approved, the owner intends to expand his storage business to the west.

PLANNING COMMISSION: The reinstatement of the Preliminary Plan was before the Planning Commission for a public hearing and review on October 8, 2014. The petitioner spoke and explained what has already been developed and his desire for expansion. No one else from the public spoke in support or in opposition to the petition. The Planning Commission voted to recommend approval of the request by a vote of 7 - 0.

Staff reviewed the request and concluded there are no issues with the reinstatement and supports same.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public Notices were mailed to approximately twenty-six (26) property owners within 500' of the subject site. In addition, a public notice/identification sign was posted on the property.

FINANCIAL IMPACT: There should be no financial impact on the City revenues upon approval of the reinstatement. Once the petitioner requests approval of a final plat and his business is expanded there should be a slight increase in property and sales tax revenues.

Respectfully submitted for Council consideration.

Prepared by: Mark Woolard, City Planner

Reviewed by: Tom Dabareiner, Director of Community Development

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Draft Minutes October 8, 2014 Planning Commission
Attachment 2. Staff Report
Attachment 3. Plat
Attachment 4. Mailing labels
Attachment 5. Maps

Motion: That Preliminary Plan for the Business Park at Nord Farms be reinstated.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|------------------|-----|-----|-------|--------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Painter | | | | | | | |
| | | | | Mayor Renner | | | |

**UNAPPROVED MINUTES
BLOOMINGTON PLANNING COMMISSION
REGULAR MEETING
WEDNESDAY, OCTOBER 8, 2014, 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Mr. Balmer, Mr. Cain, Mr. Suess, Mr. Pearson, Mr. Scritchlow,
Mr. Protzman, Mr. Stanczak

MEMBERS ABSENT: Mr. Cornell, Mr. Wills, Mr. Diamond

OTHERS PRESENT: Mr. Kevin Kothe, Director City Engineer
Mr. Tom Dabareiner, Community Development Director
Mr. Mark Woolard, City Planner

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

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

PUBLIC COMMENT: None

MINUTES: The Commission reviewed the September 24, 2014 minutes. Mr. Balmer moved to approve the September 24, 2014, minutes as written. Mr. Scritchlow seconded the motion which passed by a vote of 6-0 with the following votes being cast on roll call: Mr. Scritchlow-yes; Mr. Pearson-yes; Mr. Cain-yes; Mr. Balmer-yes; Mr. Protzman-yes; Mr. Suess-yes; Mr. Stanczak-absent; Mr. Diamond-absent; Mr. Cornell-absent; Mr. Wills-absent.

Certificate of Appreciation: Chairman Cain recognized Charles E. Stuckey for his service of eight years on the Commission and presented a certificate of appreciation to Mr. Stuckey.

REGULAR AGENDA:

PS-04-14. Public hearing and review on the petition submitted by KSTT, LLC requesting the approval of a Reinstated Preliminary Plan for the Business Park at Nord Farms and for the property located south side Illinois Route 9 at the Intersection of Mitsubishi Motorway, consisting of approximately 36.34 acres.

Chairman Cain introduced the case. Mr. Woolard said the code requires a reinstatement of the preliminary plan if there was not a final plat within three years. He explained the City Engineer has reviewed the plan and finds it acceptable. He stated staff supports the request for the reinstatement of the preliminary plan.

Chairman Cain opened the public hearing. Mr. Stan Nord, 1020 Balsam, Normal was sworn in and stated the plan had been approved, and he is now returning for a reinstatement. Mr. Nord stated he built a warehouse and wants to expand the business to the west by adding gravel. Mr. Balmer asked if the intention of the gravel was to extend the roadway. Mr. Nord stated the gravel will be used for the outside storage of boats, cars and RV's.

Chairman Cain asked if there was anyone who would like to speak in opposition or in favor of the petition or who had questions or comments and no one spoke. He closed the public hearing.

Mr. Pearson moved to recommend approval for the Case PS-04-14 requesting the approval of a Reinstated Preliminary Plan for the Business Park at Nord Farms and for the property located south side Illinois Route 9 at the Intersection of Mitsubishi Motorway, consisting of approximately 36.34 acres. Mr. Balmer seconded the motion which passed by a vote of 7 to 0 with the following votes being cast on roll call: Mr. Balmer-yes; Mr. Pearson-yes; Stanczak-yes; Mr. Scritchlow-yes; Mr. Suess-yes; Mr. Protzman-yes; Mr. Cain-yes; Mr. Cornell-absent; Mr. Mr. Diamond-absent; Mr. Wills-absent.

FOR PLANNING COMMISSION: October 8, 2014
Agenda item #5A
Prepared September 29, 2014

To: Bloomington Planning Commission
From: Staff

Subject: PS-04-14. Public hearing and review on the petition submitted by KSTT, LLC requesting the approval of a Reinstated Preliminary Plan for the Business Park at Nord Farms and for the property located south side Illinois Route 9 at the Intersection of Mitsubishi Motorway, consisting of approximately 36.34 acres.

BACKGROUND INFORMATION:

Adjacent Zoning

North: B-1, Highway Business District
North: County Commercial and Agricultural, Residential
South: County Agricultural, Residential
East: M-1, Restricted Manufacturing District
West: County Agricultural, Residential

Adjacent Land Uses

North: Medical Office
North: Agricultural, Single-Family
South: Agricultural
East: Storage
West: Residence

The Comprehensive Plan calls for Light Industrial for the site.

The preliminary plan for the site has expired and the petitioner desires to reinstate a preliminary plan as originally approved. The preliminary plan needs to be reinstated because there has been no final plat approved within the last three years. There are no new conditions from the surrounding area that impacts the plan for the subdivision and staff supports the petition.

STAFF RECOMMENDATION:

Staff recommends the Planning Commission pass a motion recommending that the City Council approve the Reinstated Preliminary Plan for the Business Park at Nord Farms, for the property located south side Illinois Route 9 at the Intersection of Mitsubishi Motorway, consisting of approximately 36.34 acres.

Respectfully submitted,

Mark Woolard
City Planner

RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

"Notice is hereby given that this Preliminary Plan of the Subdivision or Planned Unit Development shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto."

The Planning Commission of Bloomington, Illinois

Date May 11, 2005

By [Signature]
Chairperson

By [Signature]
Executive Secretary

NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS

"The Preliminary Plan of the Subdivision or Planned Unit Development shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A which is attached hereto."

The City Council of Bloomington, Illinois

Date May 25, 2005

By [Signature]
Mayor

Attest:

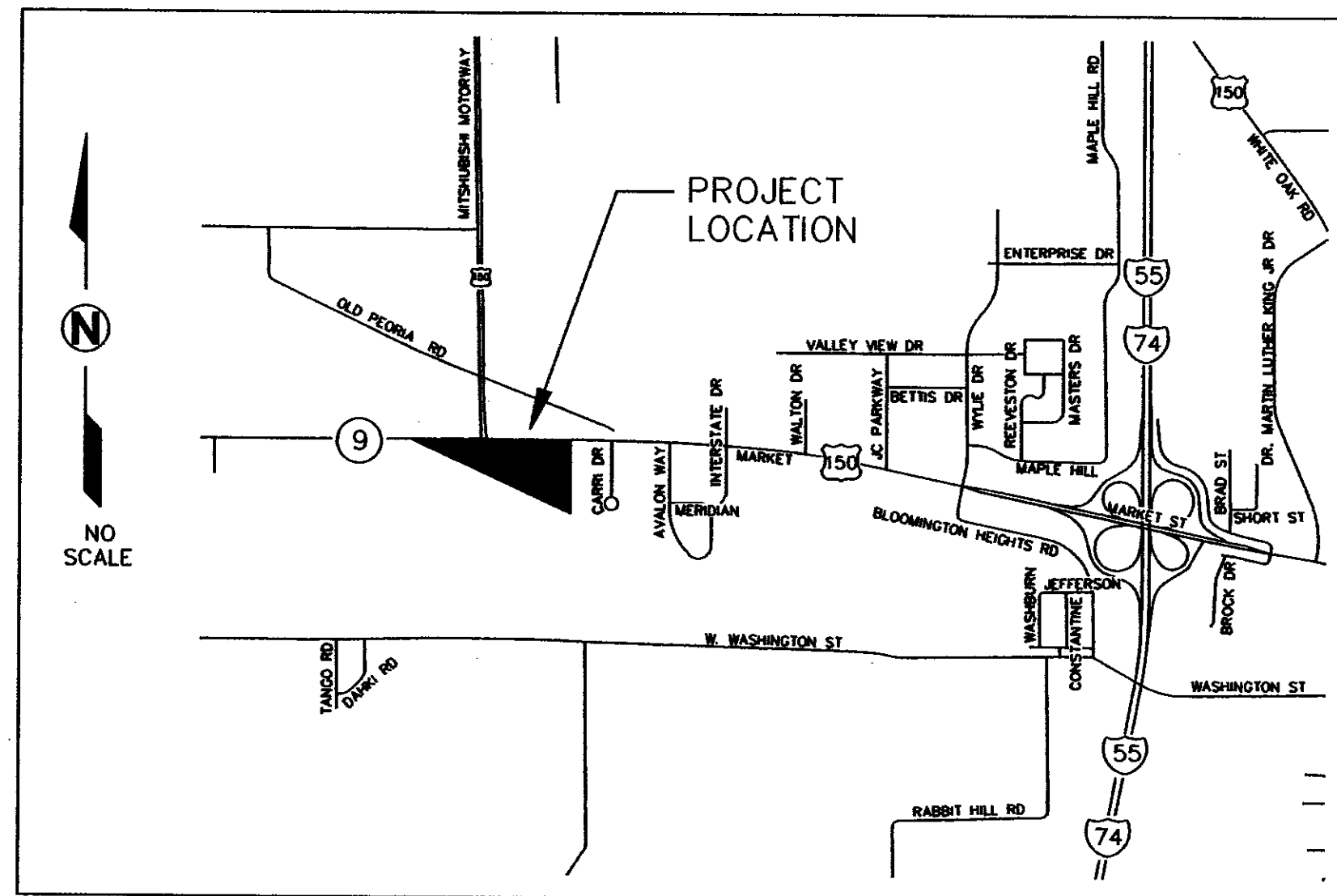
[Signature]
City Clerk

PRELIMINARY PLAN BUSINESS PARK AT NORD FARMS

PART OF THE W¹/₂ OF THE NW¹/₄ OF SEC. 1 AND PART OF THE NE¹/₄ OF SEC. 2, ALL IN T23N, R1E, 3P.M., CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS

DEVELOPER: PAUL AND KAREN NORD
RR #3
BLOOMINGTON, IL 61704
PHONE: (309) 829-9975

ATTORNEY: FRANK MILES
202 NORTH CENTER ST.
P.O. BOX 3067
BLOOMINGTON, IL 61702
PHONE: (309) 828-7331



Legal Description

Part of the W¹/₂ of the NW¹/₄ of Section 1 and part of the NE¹/₄ of Section 2, all in Township 23 North, Range 1 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the northwest corner of Joseph A. and Carrie G. Scharf Industrial P.U.D. Subdivision on the east line of the W¹/₂ of the NW¹/₄ of Section 1, said point also being on the south right of way line of F.A. Route 693/Illinois Route 9; thence S.01°-03'-29"E. 1218.37 feet on said east line of the W¹/₂ of the NW¹/₄ of Section 1 to the north right of way line of the former Penn Central Railroad, said point also being the southwest corner of Joseph A. and Carrie G. Scharf Industrial P.U.D. Subdivision; thence N.67°-30'-18"W. 916.10 feet on said north right of way line of the former Penn Central Railroad; thence northwesterly on said right of way line 408.50 feet on a non-tangential curve concave to the northeast having a central angle of 04°-04'-01", a radius of 5755.00 feet and a chord of 408.42 feet bearing N.65°-25'-31"W. from the last described course; thence N.63°-23'-05"W. 970.03 feet on said right of way line; thence N.09°-15'-16"W. 67.96 feet to the west line of the East 45 acres of the NE¹/₄ of Section 2 as fenced and occupied; thence N.00°-34'-38"W. 183.68 feet on said west line of the East 45 acres of the NE¹/₄ of Section 2 as fenced and occupied to the south right of way line of F.A. Route 693/Illinois Route 9; thence N.89°-33'-20"E. 731.78 feet on said right of way line; thence N.86°-41'-35"E. 200.25 feet on said right of way line; thence N.89°-33'-20"E. 824.06 feet on said right of way line; thence northeasterly on said right of way line 275.22 feet on a tangential curve concave to the southeast having a central angle of 00°-27'-34", a radius of 34317.47 feet and a chord of 275.22 feet bearing N.89°-47'-07"E. from the last described course; thence S.74°-41'-39"E. 46.05 feet on said right of way line to the Point of Beginning containing 36.34 acres, more or less, with assumed bearings given for description purposes only.

INDEX OF SHEETS

| SHT. NO. | TITLE |
|----------|------------------|
| 1 | COVER SHEET |
| 2 | PRELIMINARY PLAN |

LEGEND

| | |
|-----|------------------------------|
| ○ | 5/8" IRON ROD SET |
| ● | 5/8" IRON ROD FOUND |
| --- | BOUNDARY OF SUBJECT PREMISES |
| --- | EASEMENT LIMITS |
| ⊕ | EXISTING HYDRANT |
| ⊗ | EXISTING VALVE |
| ⊙ | EXISTING WELL |
| ⊕ | EXISTING YARD HYDRANT |
| ⊗ | EXISTING STORM MANHOLE |
| ⊙ | EXISTING STORM CATCH BASIN |
| ⊕ | EXISTING STORM INLET |
| ⊗ | EXISTING SANITARY MANHOLE |
| ⊙ | POWER POLE |
| ⊕ | GUY ANCHOR |
| ⊗ | EXISTING LIGHT POLE |
| ⊙ | TELEPHONE PEDESTAL |
| ⊕ | TRAFFIC SIGNAL POLE |
| ⊗ | TRAFFIC SIGNAL MAST ARM |
| --- | EXISTING CONTOURS |
| --- | SIGN |
| --- | OVERHEAD ELECTRIC |
| --- | EXISTING SANITARY SEWER |
| --- | EXISTING STORM SEWER |
| --- | EXISTING WATER MAIN |
| --- | PROPOSED HYDRANT |
| --- | PROPOSED VALVE |
| --- | PROPOSED SANITARY MANHOLE |
| --- | PROPOSED STORM MANHOLE |
| --- | PROP. FLARED END SECTION |
| --- | PROPOSED STORM INLET |
| --- | PROPOSED WATER MAIN |
| --- | PROPOSED SANITARY SEWER |
| --- | PROPOSED STORM SEWER |
| --- | FENCE LINE |
| --- | PROP. FLOOD ROUTE |
| ○ | PROP. PAVEMENT ELEVATION |
| ○ | INVERT |
| --- | PROP. PAVEMENT GRADE |

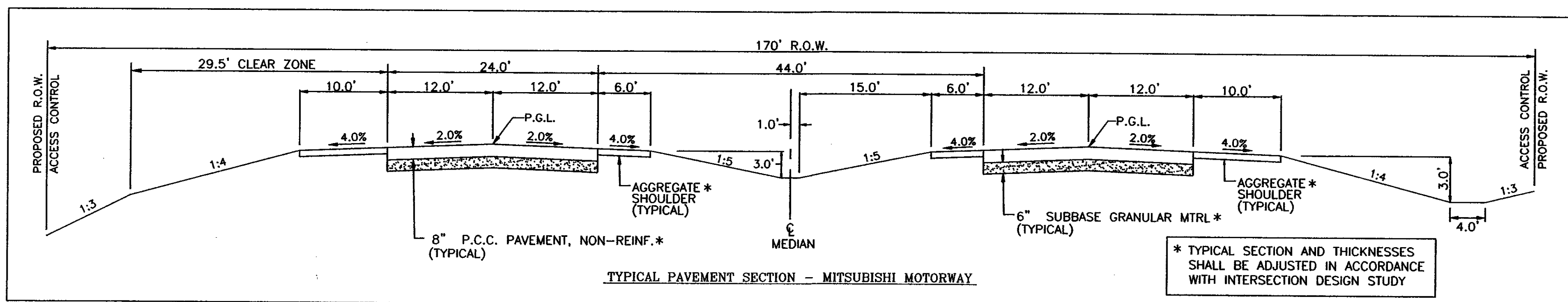
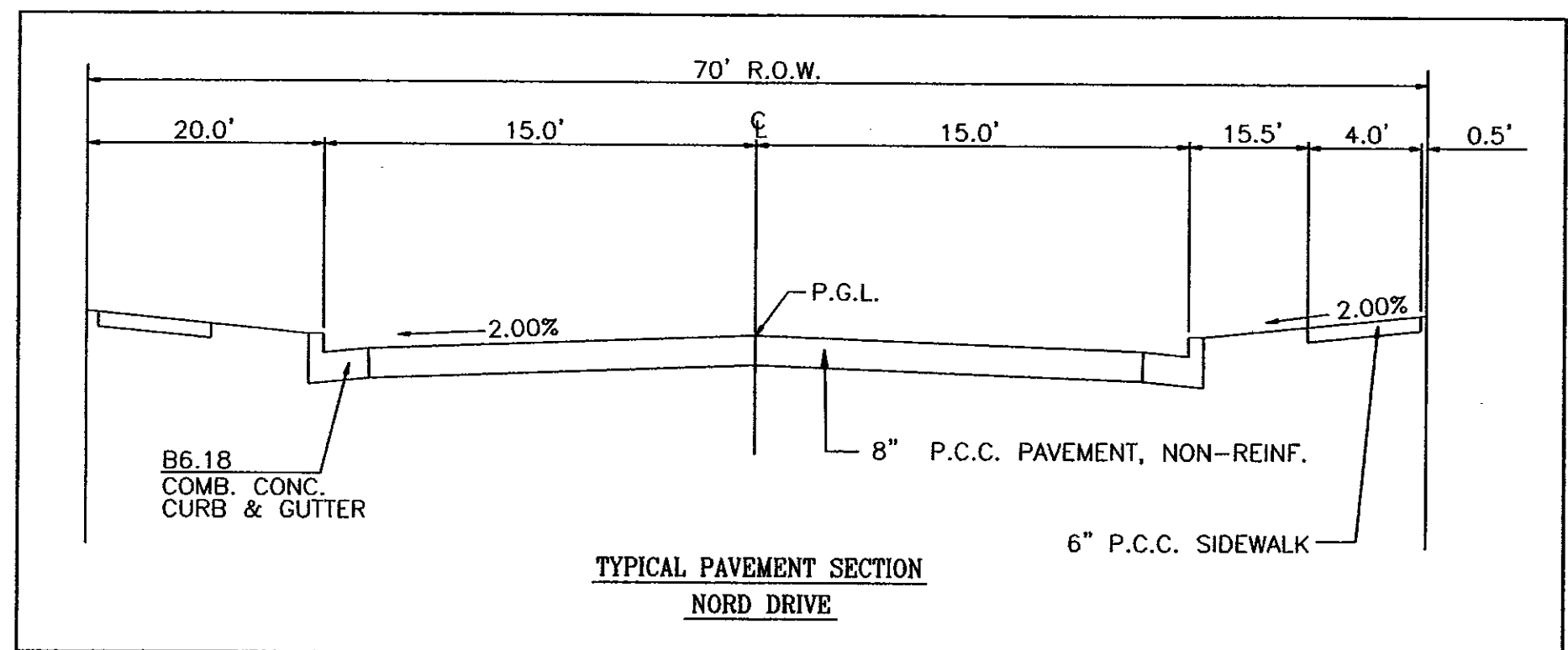
Notes

- The total acreage - 36.34 acres (14.71 hectares), more or less.
- Number of lots - 19 and 2 Outlots
- All lots are to be zoned City of Bloomington B-1 zoning district classification.
- Contour interval is 1 foot based on topographic survey by Lewis, Yockey & Brown, Inc. November of 2004.
- Cross section and details of proposed drainage ways, lot drainage and erosion control plan will be included in the construction plans for the proposed subdivision.
- Proposed utility easements along street frontage of the lots are 15 feet wide unless noted otherwise.
- Proposed sidewalks shall consist of four (4) feet width, 6" Portland Cement Concrete.
- Storm water detention for lots 1-7 and 9-14 shall be provided on Outlot "A". Storm water detention for lots 8 and 15-19 shall be provided on site or on Outlot "B".
- Traffic signals and geometrics for the intersection of Mitsubishi Motorway and Illinois Route 9 shall be approved by the City of Bloomington and the Illinois Department of Transportation.
- At final platting, Owner agrees to record a covenant obligating purchasers to provide the City of Bloomington with hard surface access to manholes on the east edge of Lots 1, 2, 3, 4 and Outlot A, and to obligate purchasers to provide a "hold harmless" agreement to City in connection with the maintaining and servicing of the sanitary sewer through those manholes.

Surveyor's Certificate

I, Andrew O. Knuppel, Illinois Professional Land Surveyor No. 3185, do hereby certify that to the best of my knowledge and belief the plat shown hereon is an accurate representation of a survey made under my direction.

Date 04/20/05
Andrew O. Knuppel
Illinois Professional Land Surveyor No. 3185



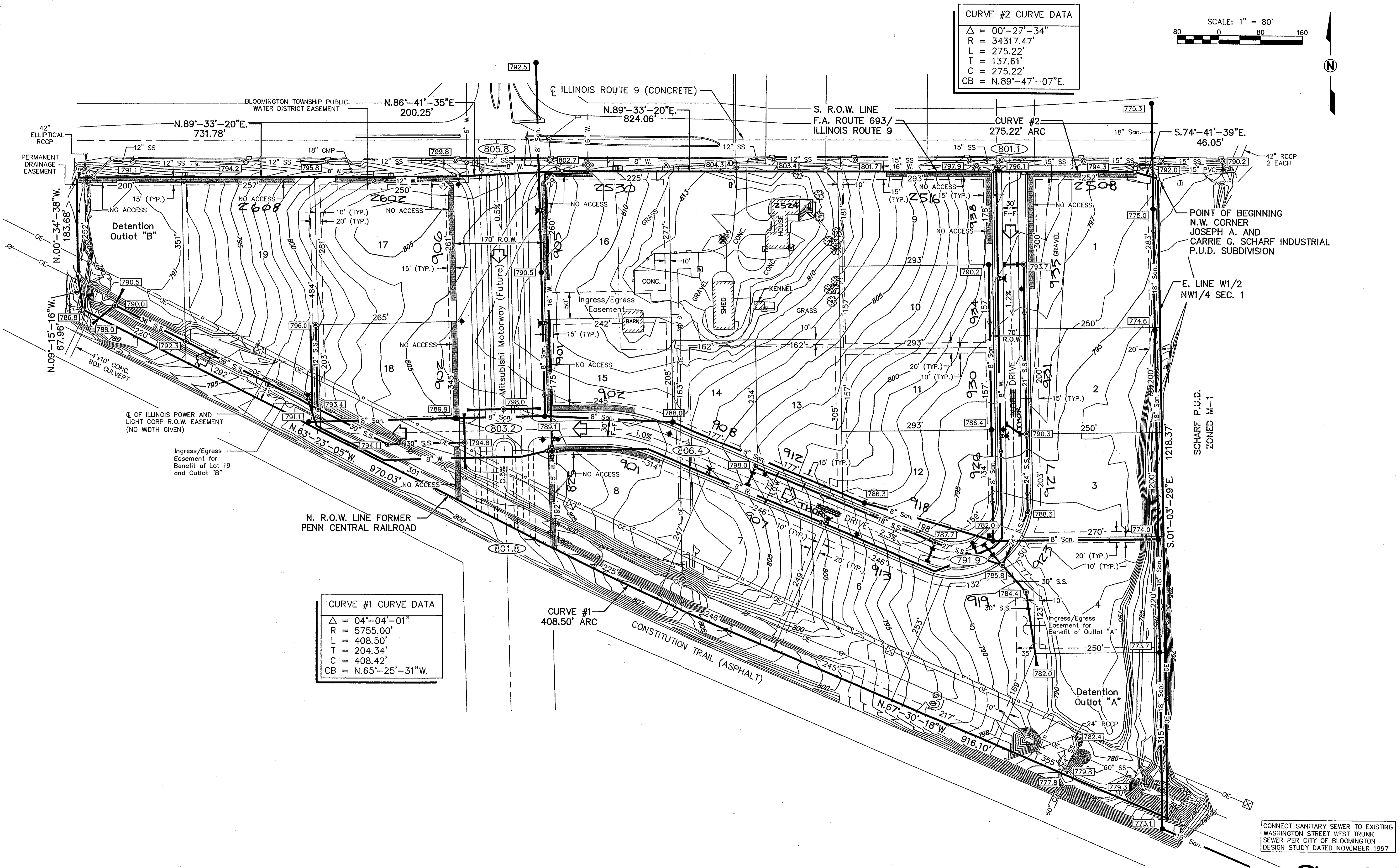
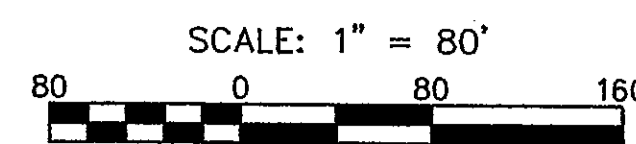
ORDINANCE 2005-50

| | | | | | |
|---|---|---|---|---|--|
| Lewis, Yockey & Brown, Inc. Consulting Engineers & Land Surveyors | | | Rev. 6-2-05 Bk. 768 Dwn. JL/BAB Dwn. BAB App. LDY | BUSINESS PARK AT NORD FARMS PRELIMINARY PLAN COVER SHEET | PL 2150 A Sheet 1 of 2 |
| 505 North Main Street Bloomington, Illinois Ph. (309) 829-2552 | 222 East Center Street LeRoy, Illinois Ph. (309) 962-8151 | 155 South Elm Street El Paso, Illinois Ph. (309) 527-2552 | REBECCA A. BENGTSON I.L.P.E. #54886 DATE <u>4-5-05</u> | | |

4476.03

CURVE #2 CURVE DATA

| | |
|----|-------------------|
| Δ | = 00°-27'-34" |
| R | = 34317.47' |
| L | = 275.22' |
| T | = 137.61' |
| C | = 275.22' |
| CB | = N.89°-47'-07"E. |



CURVE #1 CURVE DATA

| | |
|----|-------------------|
| Δ | = 04°-04'-01" |
| R | = 5755.00' |
| L | = 408.50' |
| T | = 204.34' |
| C | = 408.42' |
| CB | = N.65°-25'-31"W. |

CURVE #1
408.50' ARC

CONNECT SANITARY SEWER TO EXISTING WASHINGTON STREET WEST TRUNK SEWER PER CITY OF BLOOMINGTON DESIGN STUDY DATED NOVEMBER 1997

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors

| | | |
|--|---|---|
| 505 North Main Street Bloomington, Illinois Ph. (309) 829-2552 | 222 East Center Street LeRoy, Illinois Ph. (309) 962-8151 | 155 South Elm Street El Paso, Illinois Ph. (309) 527-2552 |
|--|---|---|

| | | |
|------|------|--------|
| Rev. | Bk. | 768 |
| | Drn. | JLL/BB |
| | Des. | BAB |
| | App. | LDY |

BUSINESS PARK AT NORD FARMS
PRELIMINARY PLAN

Sheet **2**
of 2

PL 2150 A 4476.03

2006 W WASHINGTON STREET
BLOOMINGTON IL 61705

25033 OLD OAK LN
SHOREWOOD IL 60404

1701 E EMPIRE ST STE 360
BLOOMINGTON IL 617047900

11 CARRI DR
BLOOMINGTON IL 617045188

919 THOR DR
BLOOMINGTON IL 617056492

7 Carri Dr
Bloomington IL 617055188

919 THOR DR
BLOOMINGTON IL 617056492

800 NE GLEN OAK AVE
PEORIA IL 616033255

2507 W WASHINGTON ST
BLOOMINGTON IL 617056344

919 THOR DR
BLOOMINGTON IL 617056492

1701 E EMPIRE ST STE 360
BLOOMINGTON IL 617043587

2507 W WASHINGTON ST
BLOOMINGTON IL 617056344

CITY OF BLOOMINGTON
109 E OLIVE ST
BLOOMINGTON IL 61701

7 Carri Dr
Bloomington IL 617055188

7 Carri Dr
Bloomington IL 617055188

919 THOR DR
BLOOMINGTON IL 617056492

919 THOR DR
BLOOMINGTON IL 617056492

919 THOR DR
BLOOMINGTON IL 617056492

919 THOR DR
BLOOMINGTON IL 617056492

923 THOR DR
BLOOMINGTON IL 617056492

919 THOR DR
BLOOMINGTON IL 617056492

13816 N 900 EAST RD
BLOOMINGTON IL 617056695

2507 W WASHINGTON ST
BLOOMINGTON IL 617056344

2507 W WASHINGTON ST
BLOOMINGTON IL 617056344

2515 W MARKET ST
BLOOMINGTON IL 61701

2519 W MARKET STREET
BLOOMINGTON IL 61701

2519 W MARKET STREET
BLOOMINGTON IL 61701

919 THOR DR
BLOOMINGTON IL 617056492

2516 OLD PEORIA CT
BLOOMINGTON IL 617055016

2512 OLD PEORIA CT
BLOOMINGTON IL 617045016

2512 OLD PEORIA CT
BLOOMINGTON IL 617045016

2510 OLD PEORIA COURT
BLOOMINGTON IL 61705

2508 OLD PEORIA CT
BLOOMINGTON IL 61705

CT
BLOOMINGTON IL 617045016

2518 OLD PEORIA CT
BLOOMINGTON IL 61705

CITY OF BLOOMINGTON
109 E OLIVE STREET
BLOOMINGTON IL 61701

2513 W MARKET ST
BLOOMINGTON IL 617046323

2520 OLD PEORIA CT
BLOOMINGTON IL 617055016

2522 OLD PEORIA CT
BLOOMINGTON IL 617045016

2506 OLD PEORIA CT
BLOOMINGTON IL 61704

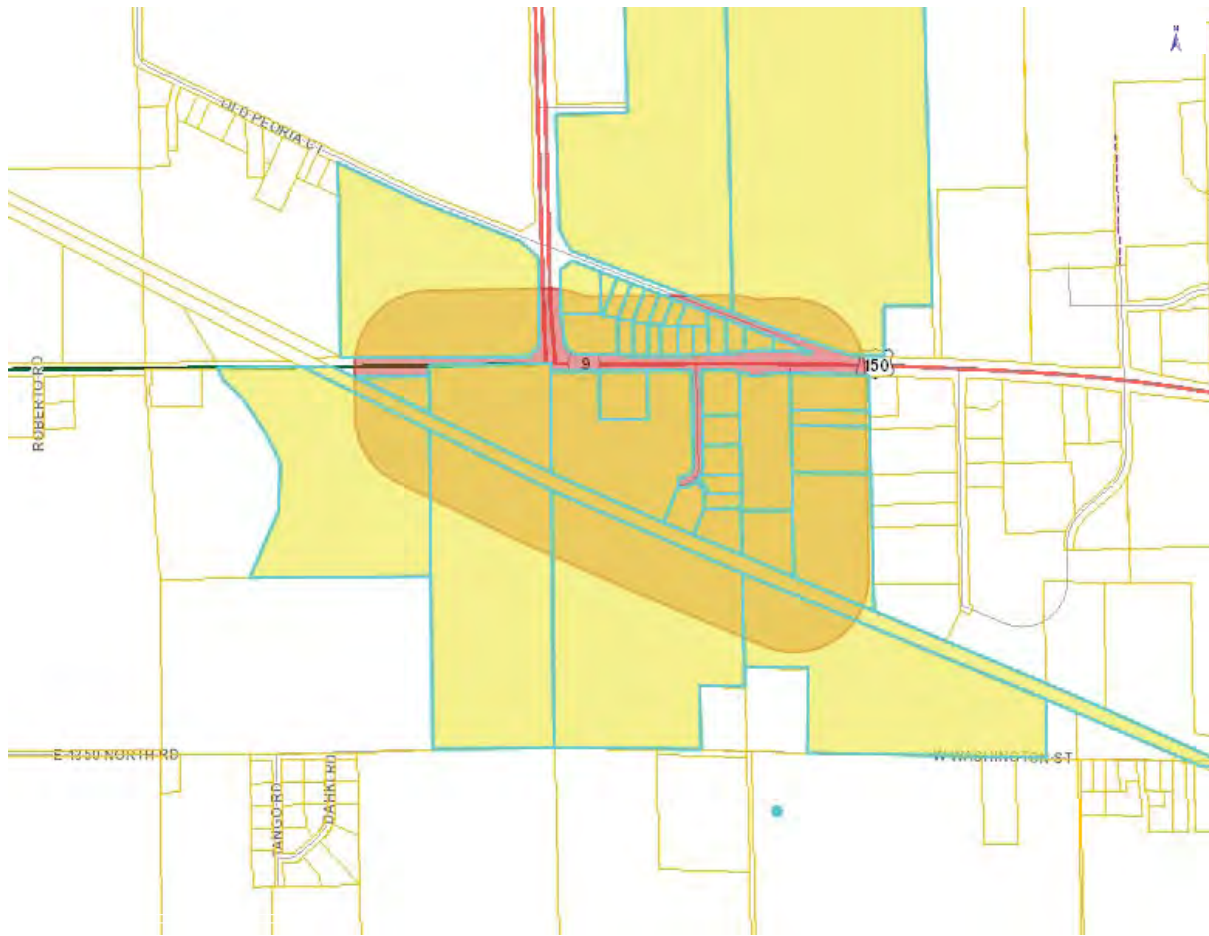
2511 W MARKET ST
BLOOMINGTON IL 61701

10819 E 1400 North Rd
Bloomington IL 617056777

2507 W WASHINGTON ST
BLOOMINGTON IL 617056344



Nord Farms Business Prk - Neighbor Mailing - 500 Feet from the property line

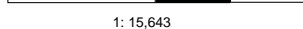


Legend

- Parcels
- Condo_Improve
- Interstates
- US_Highways
- State_Highways
- County_Highways
- County_Rd**
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - COUNTY_ROAD
 - PRIVATE_STREET
- City_Streets**
 - ALLEY
 - CITY_ARTERIAL
 - CITY_COLLECTOR
 - CITY_STREET
 - PRIVATE_STREET
- Railroad
- County

0 0.25 0.5 Miles

By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

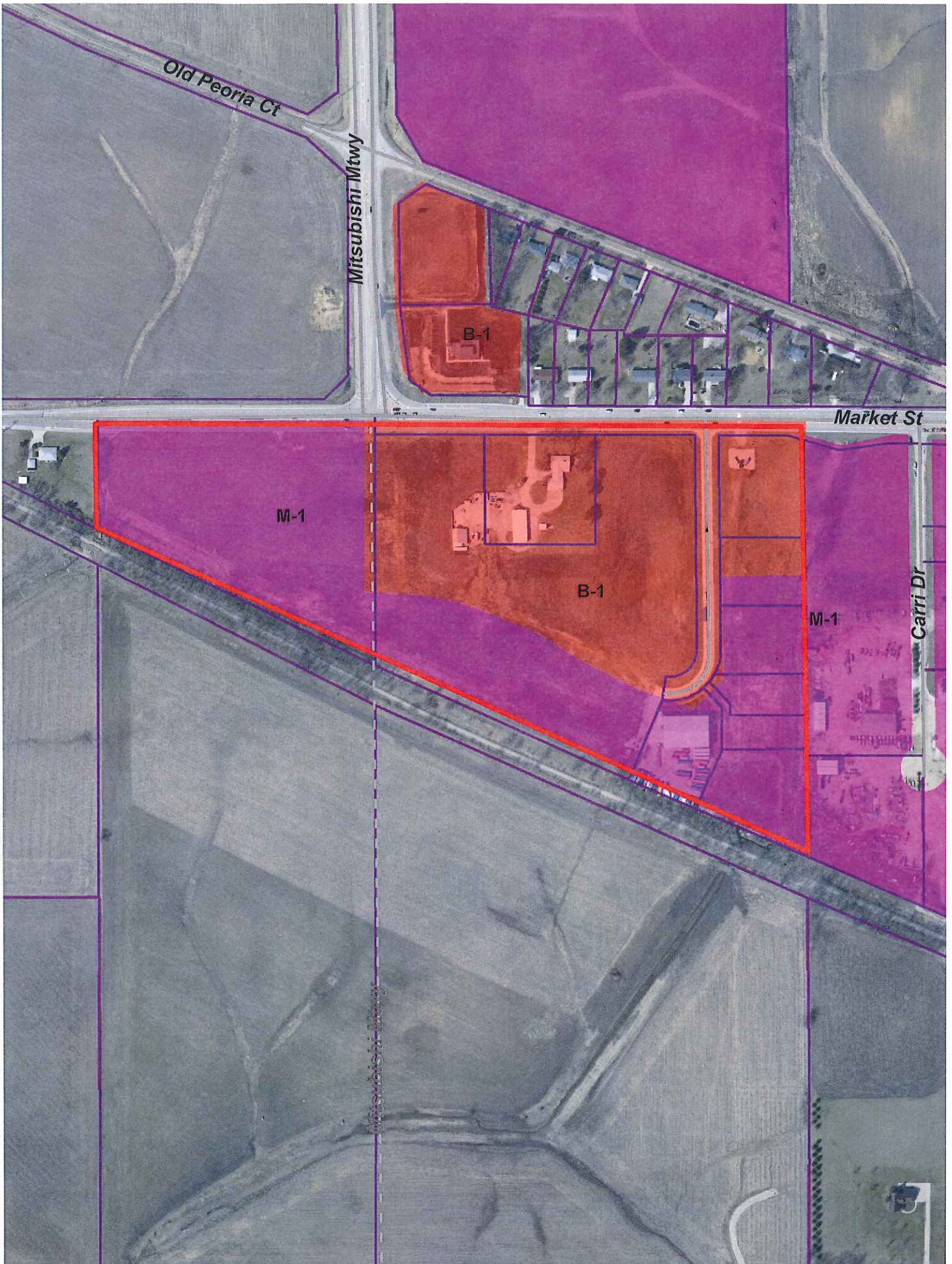


1: 15,643

Printed: 9/23/2014 1:35:38 PM

Notes

Printed: September 23, 2014



Old Peoria Ct

Mitsubishi Hwy

B-1

Market St

M-1

B-1

M-1

Carri Dr



FOR COUNCIL: October 27, 2014

SUBJECT: Petition from St. Ivans, LLC, Requesting Approval of a Final Plat for the First Addition St. Ivan's at Fox Creek, commonly located at St. Ivan's Court south of Fox Creek Rd.

RECOMMENDATION/MOTION: Recommend that the Final Plat be approved and the Ordinance passed.

STRATEGIC PLAN SIGNIFICANCE: Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: This subdivision is located north of Fox Creek Country Club Subdivision, west of Heritage Estates Subdivision, south of Fox Creek Rd. and east of Monica Ln. The Final Plat is in conformance with the Second Revised Preliminary Plan approved by Council on May 29, 2012. The parcel is located south of the existing St. Ivan's at Fox Creek Subdivision.

In accordance with the Annexation Agreement approved by Council April 25, 1994, there are no tap on fees required to be paid for this development before final platting. All public improvements for this subdivision have been accepted and the one (1) year warranty period has elapsed, no performance bond is required for this subdivision and no outstanding punchlist exists.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: St. Ivans, LLC, and Shive-Hattery.

FINANCIAL IMPACT: The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Anthony J Meizelis, P.E., Civil Engineer I

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Petition, Ordinance & Legal description
Attachment 2. Performance Bond/Tap On Fee Memorandum
Attachment 3. Final Plat Checklist
Attachment 4. Plat
Attachment 5. Map

Motion: That the Final Plat be approved and the Ordinance passed

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

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 St. Ivans, LLC, an Illinois limited liability company hereinafter referred to as your petitioner(s), 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 First Addition to St. Ivan’s at Fox Creek Subdivision, Bloomington, Illinois.
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None other than permitted by the Preliminary Plan and/or Annexation Agreement.

WHEREFORE, your petitioners respectfully prays that said Final Plat for the First Addition to St. Ivan’s at Fox Creek subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,
ST. IVANS, LLC
By: Snyder Properties Trust, Member

By: Stephen W. Snyder
One of its Trustees

ORDINANCE NO. 2014 - _____

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE
FIRST ADDITION TO ST. IVAN'S AT FOX CREEK 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 First Addition to St. Ivan's at Fox Creek Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended:

None other than permitted by the Preliminary Plan and/or Annexation Agreement; and

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

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

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

1. That the Final Plat of the First Addition to St. Ivan's at Fox Creek 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 27th day of October, 2014.

APPROVED:

Mayor

ATTEST:

City Clerk

EXHIBIT A

LEGAL DESCRIPTION

First Addition to St. Ivan's at Fox Creek Subdivision

A part of Outlot 8 in St. Ivan's at Fox Creek in the City of Bloomington, according to Doc. #2006-19857 in the McLean County Recorder of Deeds, McLean County, Illinois, located in the Southwest Quarter of Section 18, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly described as follows:

Beginning at the Northeast corner of said Outlot 8;

Thence South 01 Degrees 07 Minutes 17 Seconds East 287.76 feet along the said East line of St. Ivan's at Fox Creek to the Northeast corner of the Fifth Addition to Fox Creek Country Club (Doc. #98-16606);

Thence South 88 Degrees 52 Minutes 43 Seconds West 330.00 feet along the North line of said Fifth Addition to Fox Creek Country Club;

Thence North 01 Degrees 07 Minutes 17 Seconds West 275.00 feet along the East line of Lot 5 in said Fox Creek Country Club;

Thence North 66 Degrees 10 Minutes 12 Seconds East 33.06 feet;

Thence North 88 Degrees 52 Minutes 43 Seconds East 299.51 feet to the Point of Beginning, containing 94,766.67 square feet (2.175 acres) more or less.



Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

MEMORANDUM

October 2, 2014

TO: Tracey Covert, City Clerk
FROM: Anthony Meizelis, Public Works
RE: First Addition to St Ivan's at Fox Creek
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording: **First Addition to St. Ivan's at Fox Creek** approved by City Council on October 25, 2014.

A. Performance Guarantee:

| | |
|--|-------------|
| 110% of incomplete public improvement construction costs as of 10/02/14: | \$ 0 |
| 10% of all completed public improvement construction costs: | <u>\$ 0</u> |
| Total (Amount of the bond): | \$ 0 |

B. Tap-On Fees:

None; All public improvements for this subdivision have been accepted and 1 year warranty period elapsed.

C: Bond for the Improvement of Adjacent Substandard Street

None

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Patti-lynn Silva, Finance Department
Jeff Jurgens, Corporation Counsel
file



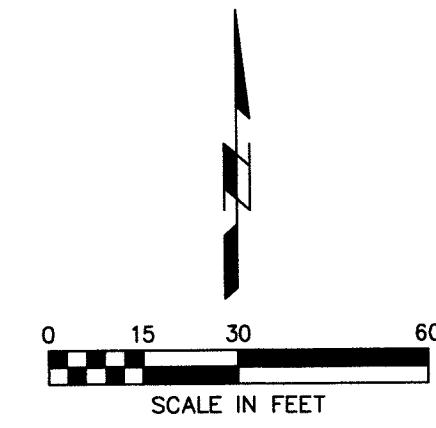
First Addition to St. Ivan's at Fox Creek FINAL PLAT CHECKLIST

Date Prepared: 10/02/2014

| Shown on Final Plat: | | Initial |
|---|---|---------|
| | Easements shown for all public improvements | TJM |
| | City Engineer's Signature Block | TJM |
| | Clerk's Signature Block | TJM |
| | Areas or facilities to be dedicated to the public | N/A |
| | Railroad Right of Ways | N/A |
| | Subdivision Boundaries | TJM |
| | References to nearest street lines, Township, Sections lines, or monuments. | TJM |
| | Name of Subdivision | TJM |
| | Legal Description | TJM |
| | Existing Parcel Id Number (PIN) | TJM |
| | Surveyor's statement regarding any Special Flood Hazard Areas. | TJM |
| | Total Acreage | TJM |
| | Street Names | TJM |
| | Proposed Lot numbers (consecutively numbered) | TJM |
| | Front Yard Setbacks | TJM |
| | | |
| | | |
| The following shall be provided: | | |
| | School District Certificate | TJM |
| | County Clerk's Certificate | TJM |
| | Owner's Certificate | TJM |
| | Drainage Statement | TJM |
| | Owner's Petition | TJM |
| | Ordinance | TJM |
| | Utility Company Signoffs | N/A |
| | Digital PDF Submittal provided to Public Works | TJM |
| | Digital CAD format submittal provided to Public Works | TJM |
| | 2 Mylar Copies | |
| | 12 Paper Copies | |
| The following requirements shall be met: | | |
| | Final plat retains the design characteristics of a valid Preliminary Plan that has not expired | TJM |
| | Retains the design characteristics of approved public improvement engineering plans and specifications. | TJM |
| | Final Plat is signed by IL licensed surveyor | TJM |
| | Plans for all public improvements approved by Public Works | TJM |

First Addition to St. Ivan's At Fox Creek P.U.D.

A part of Outlot 8 in St. Ivan's at Fox Creek P.U.D.
Section 18, Township 23 North, Range 2 East of the Third Principal Meridian
Bloomington, Illinois



LEGEND

- SET IRON ROD
- EX EXISTING IRON ROD
- BUILDING SETBACK LINE
- UTILITY EASEMENT LINE
- EXISTING UTILITY EASEMENT LINE
- ACCESS EASEMENT LINE
- ACCESS EASEMENT AREA
- LOT LINE
- BOUNDARY OF SUBDIVISION

CURVE TABLE

| CURVE | LENGTH | RADIUS | CHORD BRG. | CHORD LENGTH |
|-------|--------|--------|-------------|--------------|
| C1 | 10.18 | 20.00 | S13°27'51"W | 10.07 |
| C2 | 8.75 | 20.00 | S40°34'34"W | 8.68 |
| C3 | 45.60 | 45.00 | S24°04'16"W | 43.68 |
| C4 | 37.55 | 45.00 | S28°52'02"E | 36.47 |

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

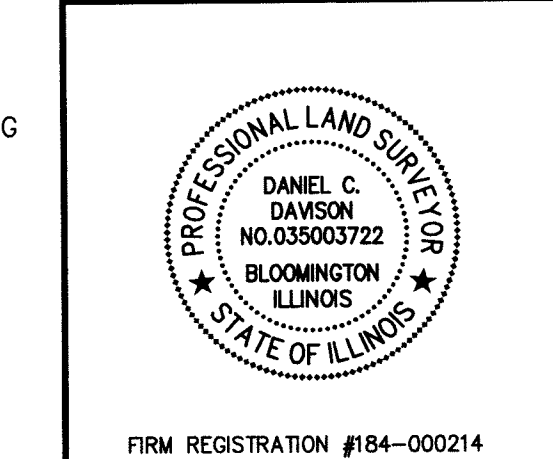
BOUNDARY DESCRIPTION

A PART OF OUTLOT 8 IN ST. IVAN'S AT FOX CREEK P.U.D. IN THE CITY OF BLOOMINGTON, ACCORDING TO DOC. # 2006-19857 IN THE MCLEAN COUNTY RECORDER OF DEEDS, MCLEAN COUNTY, ILLINOIS, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

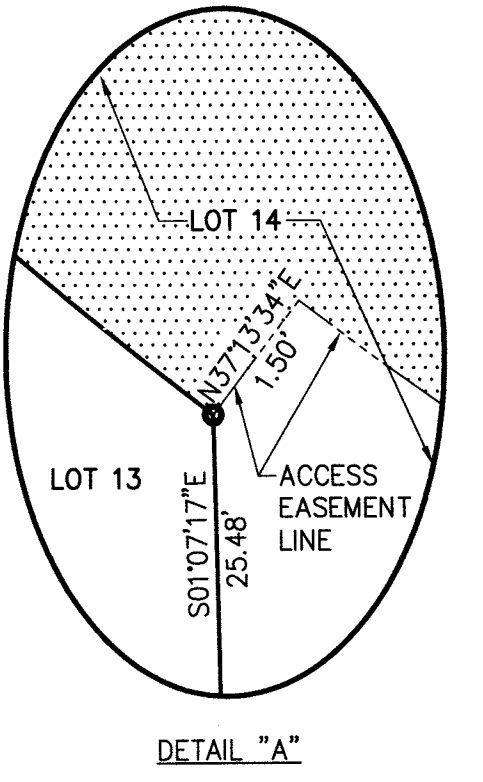
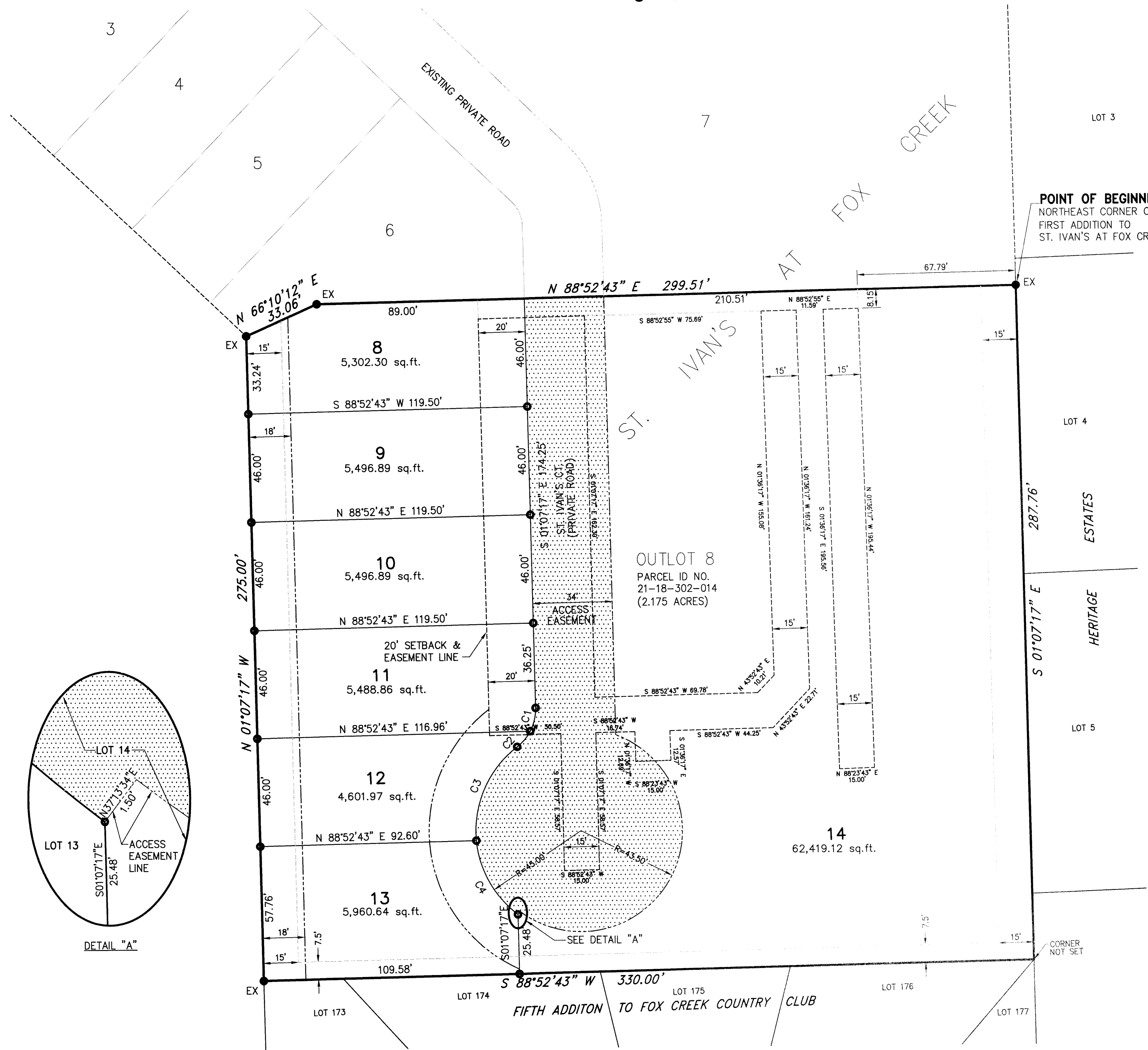
BEGINNING AT THE NORTHEAST CORNER OF SAID OUTLOT 8;
THENCE SOUTH 01 DEGREES 07 MINUTES 17 SECONDS EAST 287.76 FEET ALONG THE SAID EAST LINE OF ST. IVAN'S AT FOX CREEK TO THE NORTHEAST CORNER OF THE FIFTH ADDITION TO FOX CREEK COUNTRY CLUB (DOC. # 98-16606);
THENCE SOUTH 88 DEGREES 52 MINUTES 43 SECONDS WEST 330.00 FEET ALONG THE NORTH LINE OF SAID FIFTH ADDITION TO FOX CREEK COUNTRY CLUB;
THENCE NORTH 01 DEGREES 07 MINUTES 17 SECONDS WEST 275.00 FEET ALONG THE EAST LINE OF LOT 5 IN SAID FOX CREEK COUNTRY CLUB;
THENCE NORTH 66 DEGREES 10 MINUTES 12 SECONDS EAST 33.06 FEET;
THENCE NORTH 88 DEGREES 52 MINUTES 43 SECONDS EAST 299.51 FEET TO THE POINT OF BEGINNING, CONTAINING 94,766.67 SQUARE FEET (2.175 ACRES) MORE OR LESS.

NOTE: BEARINGS ARE ASSUMED FOR DESCRIPTION PURPOSES ONLY.
I FURTHER CERTIFY THAT I HAVE SUBDIVIDED SAID TRACT INTO 7 LOTS NUMBERED 8 THROUGH 14 INCLUSIVE; THE STREET AND EASEMENTS AS SHOWN. SAID SUBDIVISION IS TO BE KNOWN AS "FIRST ADDITION TO ST. IVAN'S AT FOX CREEK P.U.D."

I FURTHER CERTIFY THAT SAID SUBDIVISION LIES WITHIN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 500 YEAR FLOODPLAIN) ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP FOR MCLEAN COUNTY, ILLINOIS, MAP NO. 17113C0483 D, DATED FEBRUARY 9, 2001.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF ILLINOIS.
SIGNATURE: *Daniel C. Davison*
NAME: DANIEL C. DAVISON
DATE: 10/07/2014
LICENSE EXPIRES: 11/30/2014
PAGES, SHEETS OR DIVISIONS COVERED BY THIS SEAL: B1.1



OWNER/DEVELOPER
SNYDER DEVELOPMENT INC.
#1 BRICKYARD DRIVE
BLOOMINGTON, IL. 61704
(309)-663-7653

ATTORNEY
MERCER TURNER
#1 BRICKYARD DRIVE
BLOOMINGTON, IL. 61704
(309)-663-7653

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, _____, CITY ENGINEER FOR THE CITY OF BLOOMINGTON, ILLINOIS, HEREBY CERTIFY THAT THE LAND IMPROVEMENTS DESCRIBED IN THE ANNEXED PLAT AND THE PLANS AND SPECIFICATIONS THEREFORE MEET THE MINIMUM REQUIREMENTS OF SAID CITY OUTLINED IN CHAPTER 24 OF THE BLOOMINGTON CITY CODE.
DATED AT BLOOMINGTON, ILLINOIS, THIS ____ DAY OF _____, 2014.

CITY ENGINEER
BLOOMINGTON, ILLINOIS

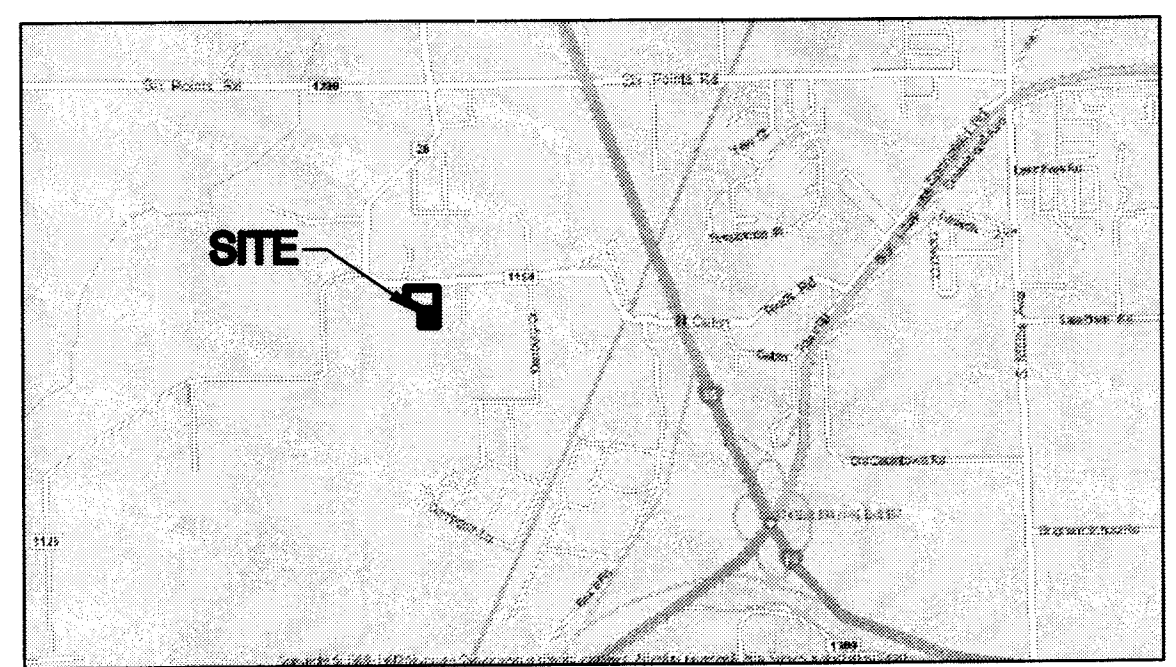
CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF McLEAN)

I, TRACEY COVERT, CITY CLERK OF SAID CITY DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND COMPLETE COPY OF AN ORIGINAL FINAL PLAT OF FIRST ADDITION TO ST. IVAN'S AT FOX CREEK P.U.D., PRESENTED, PASSED AND APPROVED AT A REGULAR MEETING OF SAID CITY COUNCIL HELD ON ____ DAY OF _____, 2014, BY AN AFFIRMATIVE VOTE OF THE MAJORITY OF ALL MEMBERS SELECTED TO SAID COUNCIL, THE VOTE HAVING BEEN TAKEN BY YEAS AND NAYS AND ENTERED ON THE RECORD OF THE PROCEEDINGS OF SAID COUNCIL.
WITNESS MY HAND AND SEAL THIS ____ DAY OF _____, 2014.

CITY CLERK

Project Location Map
Bloomington



FIRST ADDITION TO ST. IVAN'S
AT FOX CREEK P.U.D.
FINAL PLAT

THE SNYDER COMPANIES
BLOOMINGTON, ILLINOIS

KEY PLAN

| | |
|----------------------|------------|
| DRAWN | JAB |
| APPROVED | DCD |
| ISSUED FOR | FINAL |
| DATE | 07/12/2012 |
| FIELD BOOK | |
| PROJECT NO.: | 6111290 |
| THE SNYDER COMPANIES | |

FINAL PLAT

B1.1

First Addition to
St. Ivan's at Fox Creek



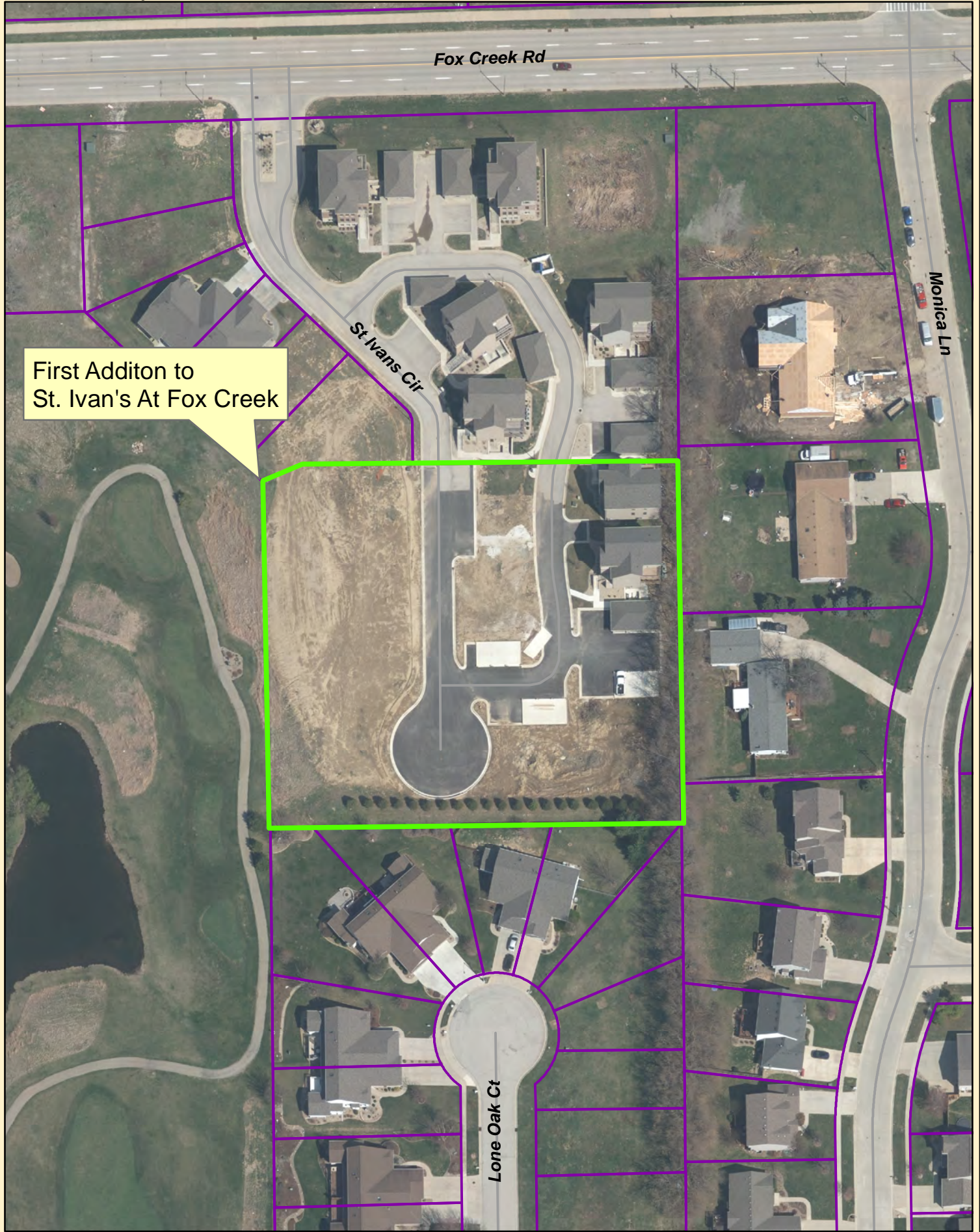
Fox Creek Rd

St Ivans Cir

Monica Ln

First Additon to
St. Ivan's At Fox Creek

Lone Oak Ct





FOR COUNCIL: October 27, 2014

SUBJECT: Cooperative Agreement for Constructed Wetland Near Lake Bloomington

RECOMMENDATION/MOTION: Recommend that authorization be granted to build a treatment wetland on City property near Lake Bloomington and the Cooperative Agreement with The Nature Conservancy (TNC) be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Providing quality basic services and Goal 2. Upgrade City infrastructure.

STRATEGIC PLAN SIGNIFICANCE: Objective 1e. Partnering with others for the most cost-effective service delivery and Objective 2b. Quality water for the long term.

BACKGROUND: TNC along with the Environmental Defense Fund, McLean County Soil and Water Conservation District and the City are partners in a Conservation Innovation Grant (CIG) that aims to improve water quality in Lake Bloomington. One of the major practices staff is trying to implement in the watershed is the installation of constructed wetlands, to remove nitrates from agricultural drainage tile water. The City is using USDA, (US Department of Agriculture), conservation programs to finance construction of the wetlands on private lands.

The Coca Cola Company (Coke) has an ongoing relationship with TNC, as part of Coke's environmental sustainability initiatives. Coke provided funding to build a tile drainage treatment wetland, and some City owned property near Lake Bloomington is a candidate site. The City operates a tile drainage research field on privately owned property and has some constructed wetlands on City property in a contiguous parcel to the proposed Coke wetland.

The proposed wetland is in line with the City's goals of improving source water quality and as an outreach tool for watershed protection efforts. Coke and TNC will provide all of the funding for the wetland construction and monitoring equipment, and TNC staff will perform monitoring. The Water Department may improve access to the site with existing, budgeted, funds if warranted.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The landowner of the tile research property was contacted for permission to transport construction equipment on his lane. The McLean County Soil and Water District participated in project discussions.

FINANCIAL IMPACT: None to minimal. TNC and Coke will provide all of the funding for construction and monitoring equipment. If needed, existing budgeted Water Department funds will be used to improve access to the site or to improve the ability of the area to serve as outreach tool.

Respectfully submitted for Council consideration.

Prepared by: Richard M. Twait, Superintendent of Water Purification

Reviewed by: Brett Lueschen, Interim Director of Water

Financial & Budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by: Rosalee Dodson, Asst. Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Cooperative Agreement
Attachment 2. Presentation
Attachment 3. Map

Motion: That authorization be granted to build a treatment wetland on City property near Lake Bloomington and the Cooperative Agreement with The Nature Conservancy (TNC) be approved and the Mayor and City Clerk be authorized to execute the necessary documents

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

CITY OF BLOOMINGTON COOPERATIVE AGREEMENT

This is Cooperative Agreement (“**Agreement**”), effective as of October __ 2014, between the City of Bloomington (“**Cooperator**”) and The Nature Conservancy, a non-profit corporation of the District of Columbia (“**Conservancy**”).

RECITALS:

A. The Conservancy desires to gain a greater understanding of constructed wetlands in an agricultural setting in terms of the beneficial impacts on water quality by constructing and scientifically monitoring nutrient reductions, and to demonstrate the results of this practice for outreach purposes.

B. The Cooperator is the owner of certain land located in McLean County, Illinois which property is legally described in the attached Exhibit A (the “**Property**”). The Cooperator is committed to assisting the Conservancy in gaining a greater understanding of conservation practices in an agricultural setting that have a beneficial impact on water quality, and the Cooperator is willing to permit the implementation of Best Management Practices, as defined below, on the Property, that are mutually agreed upon by the Cooperator and the Conservancy.

AGREEMENT:

In order to cooperate to implement and maintain conservation practices on the Property that have a beneficial impact on water quality, and are economically sustainable, the Cooperator and the Conservancy agree as follows:

1. Term of Agreement. This Agreement shall begin upon execution by both parties and shall remain in effect for fifteen (15) years from the date of this Agreement. This Agreement may be modified or terminated at any time by mutual written consent of the parties.

2. Cooperator's Obligations. The Cooperator shall allow the Conservancy to implement the practice, monitoring, and outreach as described in this paragraph. The practices, monitoring and

outreach described below are collectively referred to as the “**Best Management Practices.**” All Best Management Practices must be approved by both the Cooperator and the Conservancy.

a. Constructed wetland. Approximately 4-6 acres of the Property will be used to construct a small wetland that will be designed to treat tile drainage water exiting adjacent agricultural row crop land. This wetland will be constructed by the Conservancy using private funding.

b. Monitoring and outreach. The Conservancy will install equipment at the inlet and outlet of the wetland to monitor water and nutrients flowing into and out of the wetland. The Cooperator will allow access by the Conservancy to the monitoring equipment as needed. In addition, the Cooperator will allow the Conservancy access to the wetland site for outreach purposes.

The Cooperator retains the rights of use of the Property that are not inconsistent with the management of the Property by the Conservancy. The Cooperator shall indemnify the Conservancy for any damages, costs, fines or penalties resulting from the Cooperator’s violation of this provision. The Cooperator shall pay all real property taxes and assessments due on the Property throughout the duration of the Agreement. Any activity by the Cooperator or its agents, guests or invitees shall comply with all federal, state, and local laws and regulations.

3. Conservancy Obligations. The Conservancy agrees to do the following during the term of the Agreement, if the Conservancy determines in its sole discretion that such activities shall have a beneficial impact on water quality and are economically feasible:

a. Wetland design and construction. Fund the wetland implementation on the Property.

b. Permit and Funding Applications. Any permitting needs for the wetland will be covered in a separate contract to an independent contractor for wetland design.

c. Documentation. The Conservancy agrees to maintain financial records relating to the costs of the Conservancy’s role in management of the Property. The Conservancy will make these records available to the Cooperator on a biannual basis, upon request by the Cooperator. The purpose of this provision is to provide financial information to assist the Cooperator in continuing management practices adopted pursuant to this Agreement after the term of this Agreement.

4. Consideration. As consideration for the Conservancy’s contributions to the Best Management Practices, the Cooperator agrees to: (i) allow the implementation and installation of the Best Management Practices on the Property; (ii) perform its obligations under this Agreement; and (iii) prevent and refrain, during the term of this Agreement, from uses of or actions on the Property which would diminish or adversely affect the Best Management Practices or any Conservancy equipment or monitoring activities on the Property.

If the Cooperator fails to perform its obligations under the terms of this Agreement, or if the Cooperator elects to terminate this Agreement prior to its expiration date, the Cooperator shall pay

the Conservancy an amount equal to all sums paid by the Conservancy toward the cost of the Best Management Practices.

5. Expenses. The Conservancy agrees to pay for the implementation and maintenance of the Best Management Practices, provided the Conservancy has agreed in writing to the type and scope of such Best Management Practices and to the particular costs.

6. Management/Monitoring and Access to the Property. The Cooperator hereby authorizes the Conservancy to utilize the Property as a demonstration area for implementation of the Best Management Practices. The Conservancy shall have the right, but not the obligation, to monitor the condition of the plant, animal, and aquatic communities, habitats, and conditions on the Property, and to install any equipment required to conduct such monitoring. The Conservancy and its agents may enter upon the Property during the term of this Agreement to install, inspect, maintain, or modify the Best Management Practices or to monitor the condition of the Property. The Conservancy and its agents may cross the remainder of the Cooperator's property to gain access to the Property.

The Conservancy may also conduct scientific, educational and research programs on the Property, and may invite third parties onto the Property, including for guided and non-guided public tours of the land. Effort will be made to ensure that motorized vehicles are limited to existing roads and that any gates present on the Property are locked upon entering and exiting the Property.

7. Conservancy Liability. The Conservancy shall be responsible for and shall indemnify and hold the Cooperator harmless from any and all liability for personal injury or property damage to the Conservancy, its employees or volunteers caused by or resulting from the Conservancy's activities on the Property. Throughout the duration of this Agreement, the Conservancy shall carry a policy of public liability insurance covering all of its activities on the Property.

8. Cooperator Liability. The Cooperator agrees to bear the full risk of any loss or damage to persons or property, including the loss or damage of the Cooperator's property, occurring on the Property as a result of the Cooperator's use of or activity on the Property. The Cooperator also agrees to indemnify and hold the Conservancy harmless from any and all claims, expenses and liabilities in connection with the foregoing.

9. Limitation of Conservancy Rights. Nothing contained in this Agreement shall give rise, in the absence of a judicial decree, to any right or ability of the Conservancy to become the operator of the Property within the meaning of the Comprehensive Environmental Response, Compensation and Liability Act by exercising physical control over the day-to-day operations of the Cooperator or becoming involved in management decisions of the Cooperator regarding the generation, handling or disposal of hazardous substances.

10. Recording; Obligations Run with the Land. The Conservancy shall be entitled to record this Agreement. The Cooperator's obligations hereunder shall be binding upon the Cooperator and its assigns and shall run with the Property. Any lease of the Property or any portion thereof will be subject to the terms of this Agreement and shall be consistent with the implementation and maintenance of the Best Management Practices implemented on the Property. If, during the term of this Agreement, the Cooperator conveys title to the Property or any portion thereof that is affected by the Best Management Practices, the Cooperator shall deliver to the Conservancy consent of the transferees, in recordable form, to be bound by the terms of this Agreement.

11. Cooperator's Representations. The Cooperator warrants and represents to the Conservancy, and agrees to indemnify, defend and hold the Conservancy harmless from any loss or liability resulting from these matters, that Cooperator is the sole legal owner of the Property in fee simple. The Property is not now subject to any written or oral lease, option, agreement of sale, claim or legal proceeding. Cooperator has the full power and authority to execute this agreement and documents referred to in this agreement and to fully perform as required by this agreement. The Cooperator shall not transfer or encumber the Property or any interest in the Property during the term of this Agreement to any party's whose intended use will affect the implementation, monitoring, management, or maintenance of the Best Management Practices

12. Contacts. The primary contacts at the Conservancy will be Maria Lemke (309-645-8477) or Jeff Walk, The Nature Conservancy, 301 SW Adams, Suite 1007, Peoria, IL 61602 (309 636 3327). The primary contact at the Cooperator will be Rick Twait, Superintendent of Water Purification, 109 E. Olive St., Bloomington IL, 61701 (303-434-2152; cell: 309-275-1653).

16: Equal Employment Opportunity. The Cooperator will comply with all applicable Equal Employment Opportunity laws, regulations or executive orders.

CITY OF BLOOMINGTON

By: _____

Tari Renner

Its: Mayor

Date: _____

State of Illinois)

)ss

County of _____)

The foregoing instrument was subscribed and acknowledged before me this day of _____, 2014 by _____, the Mayor of the City of Bloomington, on behalf of the City of Bloomington.

Notary Public

My commission expires: _____

THE NATURE CONSERVANCY

By: *Amy Byerwalter*
Amy Byerwalter

Its: Director of Operations

Date: 10/10/14

State of Illinois)
County of Cook)ss

The foregoing instrument was subscribed and acknowledged before me this day of 10/10, 2014 by Michelle Carr, the Illinois State Director of The Nature Conservancy, a non-profit corporation of the District of Columbia, on behalf of said corporation.

Andres A Yanes
 Notary Public
 My commission expires: Dec. 30, 2017

"OFFICIAL SEAL"
ANDRES A YANES
 Notary Public - State of Illinois
 My Commission Expires December 30, 2017

This document prepared by:

Steven Hitchcock
Senior Attorney
The Nature Conservancy
1101 W. River Parkway, Suite 200
Minneapolis, MN 55415

When recorded mail to:

The Nature Conservancy
Attn: Cara Seeley-Johnson
1101 W. River Parkway, Suite 200
Minneapolis, MN 55415

Exhibit A
Property-Legal Description

(EX W1282.6' S615') S14.56CH OF TR: W 1/2 LOT 1 & E 1/2 LOT 2 NW SEC 18 & E 1/2 W 1/2 LOT 1 & E 1/2 S 1/2 LOT 1 SW SEC 18 7 BEG 1175.57' W OF SE COR SW: N227.85', NELY 307.25', E60.3', N935.9' TO N LN SW SE, W TO W LN SW SE, S TO RD, E TO POB, PT SW SE 18-25-3E

PIN: 08-18-300-005

An aerial photograph of a rural landscape. A dark river flows through the center. The land is divided into various agricultural fields and some residential or farm buildings. A large area, primarily in the center and right, is highlighted in a semi-transparent red color, indicating a constructed wetland. The text is overlaid on the bottom half of the image.

Constructed Wetland for Treating
Agricultural Tile Drainage:
Coca Cola/TNC/COB Demonstration Site

Presentation to the Bloomington City Council

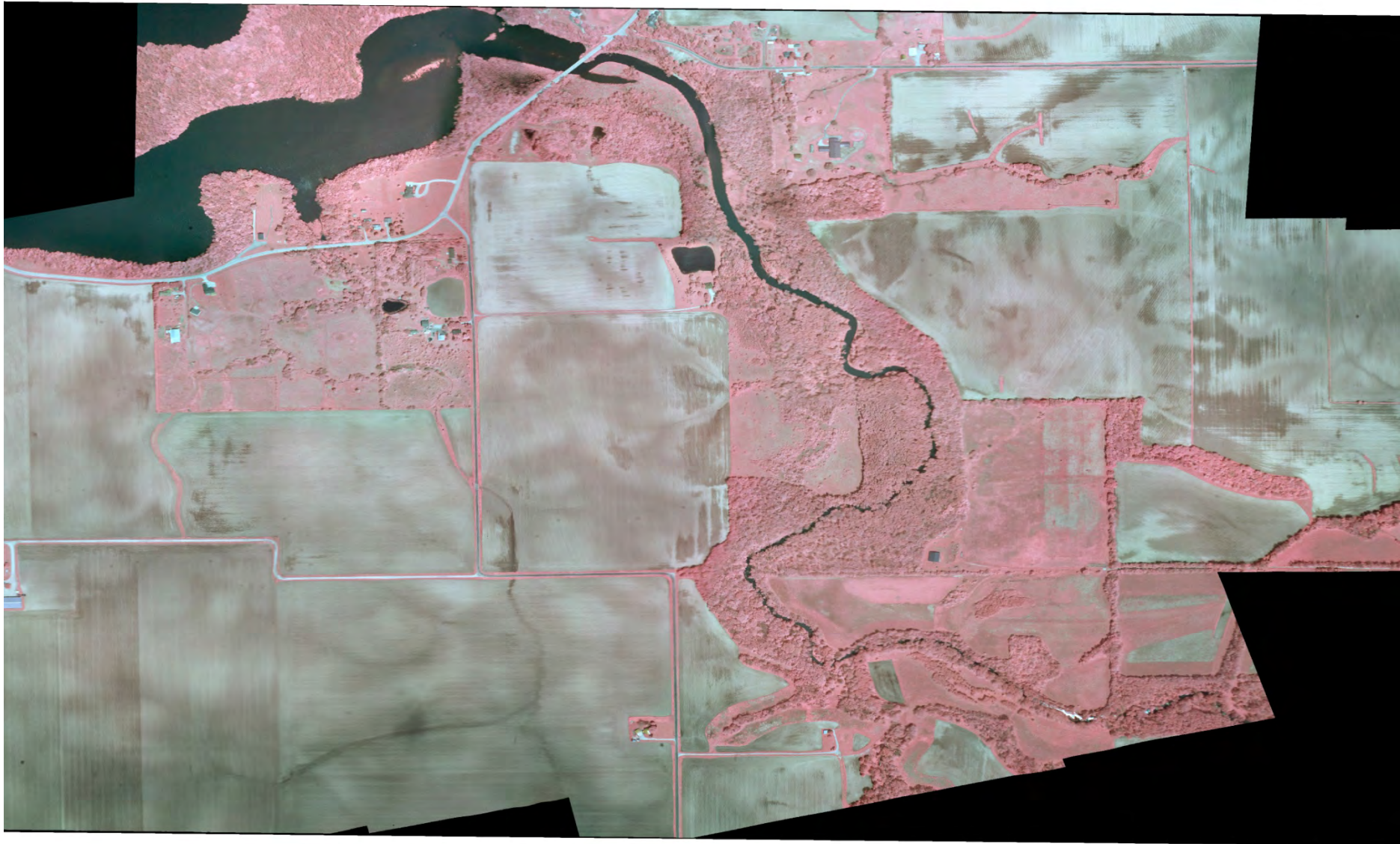
October 27, 2014

Issues/Problems/Solutions

- Nitrates in our water supply lakes, particularly in Lake Bloomington, can reach seasonally high levels
- We don't have nitrate removal capability at the water plant, but reservoir water management practices allow us to maintain compliance with Safe Drinking Water Act standards
- Nitrate removal at the water plant may be necessary after a severe drought (every few decades), making fixed treatment at the water plant unattractive as the sole solution
- The Water Department's source water protection program has partnered with many organizations since the early 1990's to find ways to reduce the amount of nitrates entering our reservoirs
- Constructed wetlands are part of a suite of practices for reducing nitrates at the source (primarily ag tile drainage)

Mackinaw Drinking Watershed Project

- Partnership of the City of Bloomington with The Nature Conservancy, The Environmental Defense Fund, McLean County Soil and Water Conservation District, NRCS, Producers in our watersheds and many others
- The goal of the project is to work with landowners and producers in the watersheds to install and engage in voluntary cooperative practices that reduce nitrate concentrations entering the streams that feed our lakes
- Demonstration sites help landowners visualize how a wetland would work on their property
- The Coca Cola Company provided funds to TNC to install a demonstration wetland



The candidate site for the Coke wetland is located on City property along Money Creek, close to a tile research farm and two other City constructed wetlands

Dragonfly Farm Site: 2006 Imagery
Brightened and Contrast Adjusted

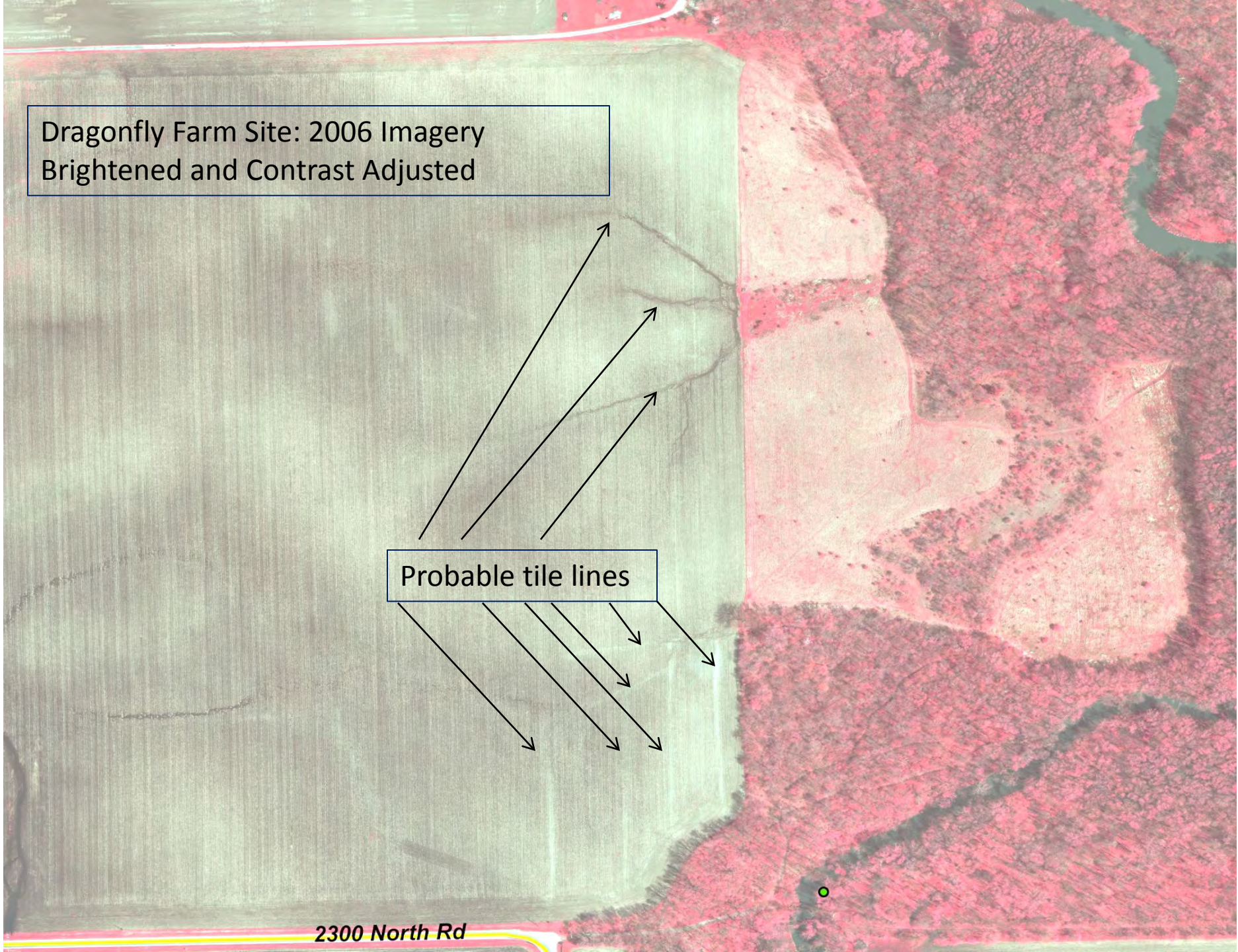
2300 North Rd



Dragonfly Farm Site: 2006 Imagery
Brightened and Contrast Adjusted

Probable tile lines

2300 North Rd



Dragonfly Farm Site: 2006 Imagery
Brightened and Contrast Adjusted



Proposed wetland site

The plan is to extend the south tile drain
line to a constructed wetland to the north



2300 North Rd

Funding and Other Commitments

- Coke will provide funds for wetland engineering and construction
- TNC will provide staff and equipment for monitoring
- COB Water Department will allow access and mow around the site, touch up gravel access lane after construction equipment is removed from the site



05/12/2014 09:20 AM



Proposed Coke Drainage Tile Treatment Wetland Site

City of Bloomington Property

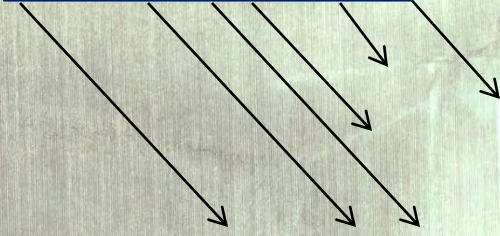
Lake Bloomington

Dragonfly Farm Site: 2006 Imagery
Brightened and Contrast Adjusted

Privately owned field

City of Bloomington property

Probable tile lines



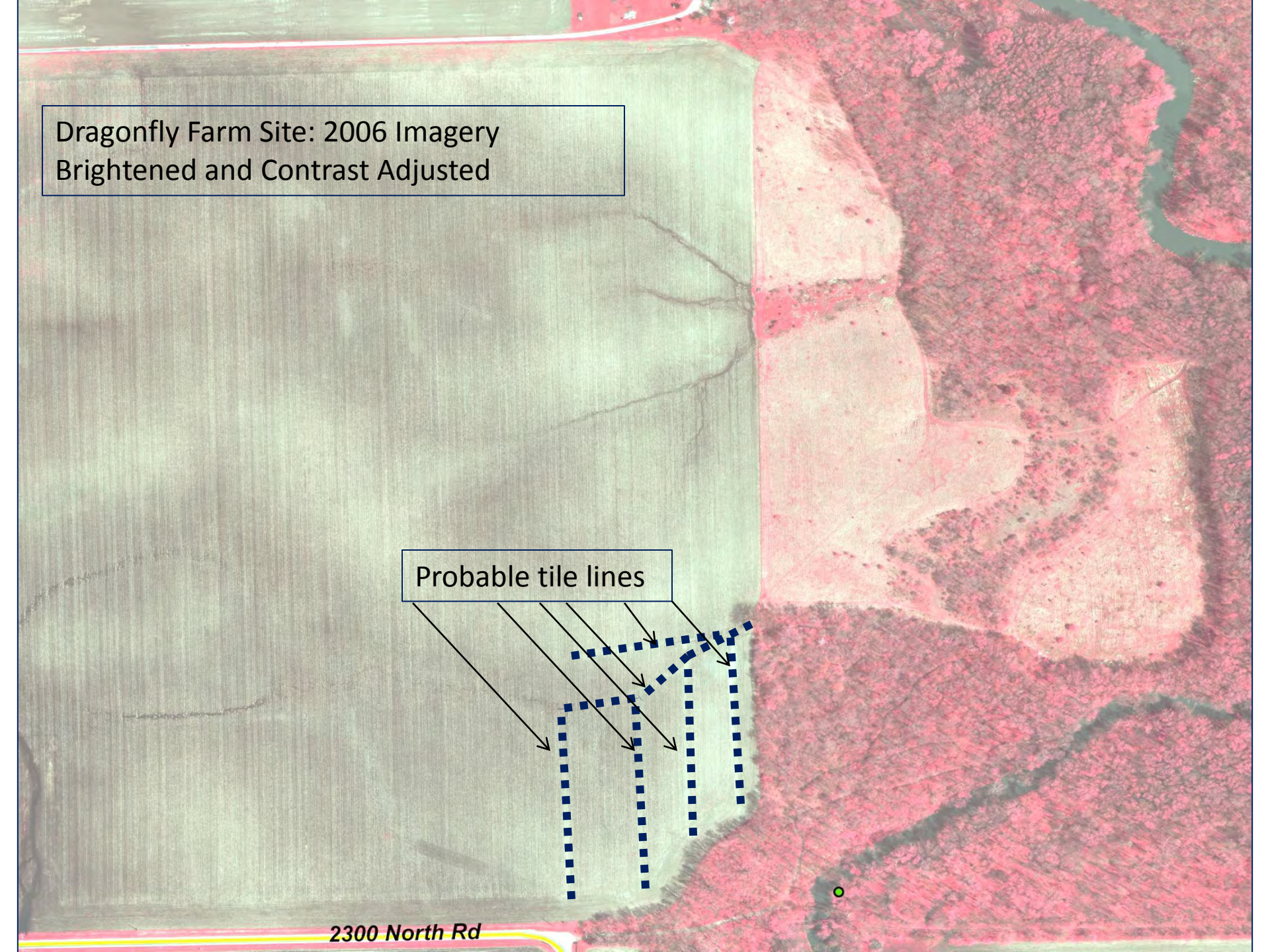
2300 North Rd



Dragonfly Farm Site: 2006 Imagery
Brightened and Contrast Adjusted

Probable tile lines

2300 North Rd



Dragonfly Farm Site: 2006 Imagery
Brightened and Contrast Adjusted

Proposed Treatment Wetland Location



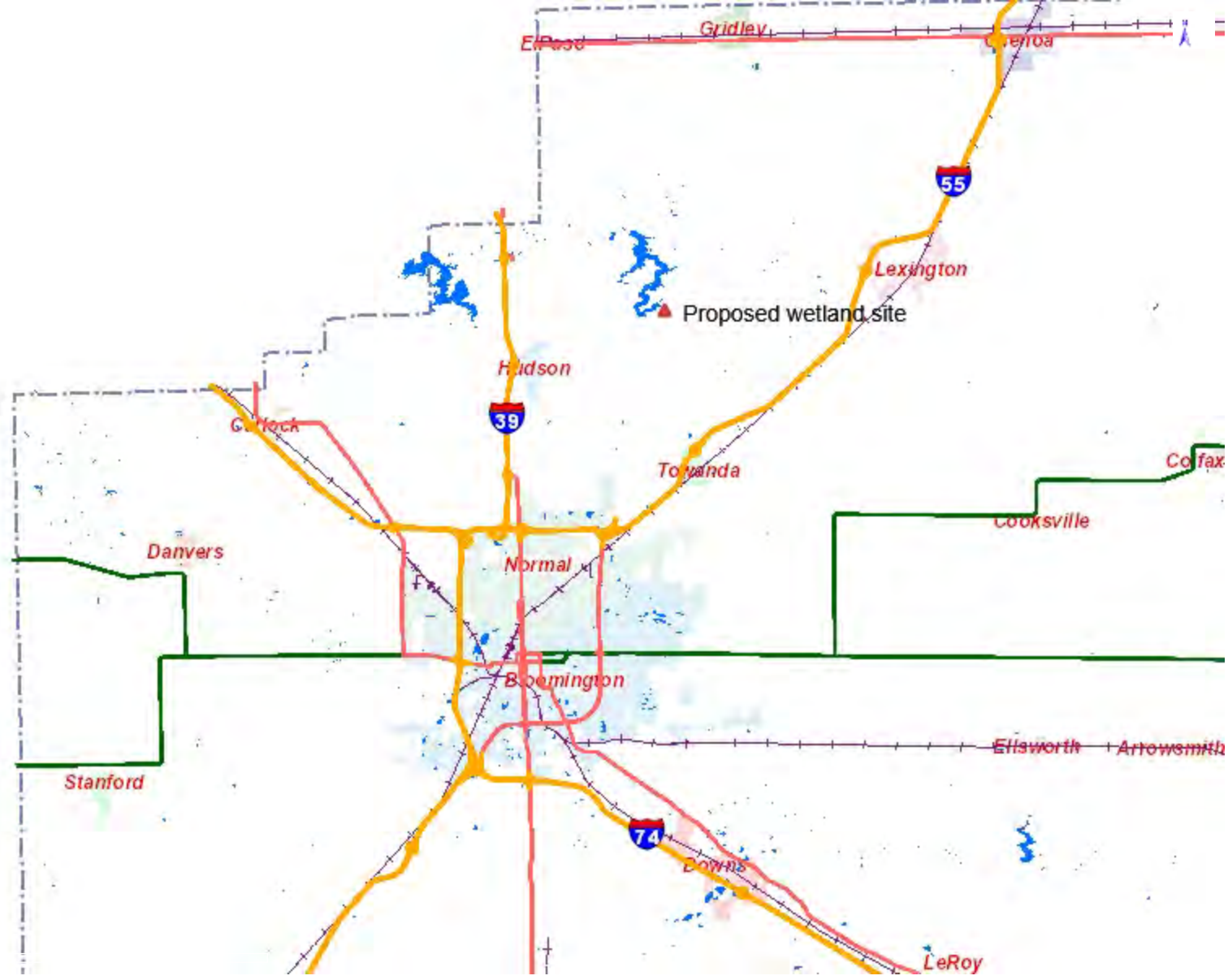
The Coca Cola Company provided funding to The Nature Conservancy (a partner with the City and the Environmental Defense Fund in the Drinking Watersheds project) to build a tile drainage treatment wetland for removal of nitrates and other nutrients. The TNC would monitor and the City would maintain the wetland on its property. The wetland would be used for demonstration and outreach purposes.



2300 North Rd

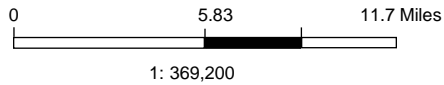


Hoffman Farm, Dragonfly Farm Site:
2014 Early Bird Imagery
Brightness and Contrast Adjusted



Legend

- Interstates
- US_Highways
- State_Highways
- Railroad
- Lakes
- County
- Corp_Limits_Fill
 - <all other values>
 - Anchor
 - Arrowsmith
 - Bellflower
 - Bloomington
 - Carlock
 - Chenoa
 - Colfax
 - Cooksville
 - Danvers
 - Downs
 - El Paso
 - Ellsworth
 - Gridley
 - Heyworth
 - Hudson
 - LeRoy
 - Lexington
 - McLean
 - Normal
 - Saybrook
 - Stanford
 - Towanda



By using any McGIS products or services, you indicate your acceptance of the Licensing Agreement: <http://www.McGIS.org/License>

Notes



FOR COUNCIL: October 27, 2014

SUBJECT: Analysis of Re-Bid, Evergreen Lake Spillway Bridge Superstructure Replacement, (Bid #2015 – 22)

RECOMMENDATION/MOTION: Recommend that the Bid for Evergreen Lake Spillway Bridge Superstructure Replacement be awarded to Stark Excavating, Inc., the prices accepted, in the amount of \$994,816.60, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks, and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: The Evergreen Lake Spillway Bridge, built in 1968, is currently under a load limit posting of seventeen (17) tons due to deficient structural components in the bridge deck. The Illinois Department of Transportation, (IDOT), has placed the bridge on a six (6) month inspection interval. To correct those deficiencies it is necessary to remove the existing bridge deck and replace it with a new precast pre-stressed concrete deck beam superstructure. Construction plans have been developed by Hanson Professional Services, Inc., Springfield, IL, for this work.

This project was originally bid in July 2014, a lone bid was received, from Stark Excavating, which was seventy-seven percent (77%) over the engineer's estimate. That bid was rejected by Council on August 11, 2014 and staff was authorized to re-bid the project.

| | |
|--------------------------------------|--------------|
| Rejected bid -Stark Excavating, Inc. | \$985,457.20 |
| Original engineer's estimate | \$556,809.00 |

The project was then re-advertised in August 2014. In order to ensure that contractors were aware of the project, staff made direct contact with contractors in Peoria and Springfield to make notification of the project. Additionally, six (6) separate project notification service companies requested plans, these companies notify contractors of projects that are out for bid.

Hanson Engineers also revised their estimate of cost for the project to \$807,681. The original engineer's estimate was based on an evaluation of recent similar IDOT project costs. Construction over a municipal water supply reservoir and spillway may have additional risk that is non-typical to other IDOT projects, leading to higher cost.

Bids for re-bid of the Evergreen Lake Spillway Bridge Superstructure Replacement Project were received until 1:30 p.m. on Thursday, September 4, 2014, when a lone bid was again received

and opened in the office of the City Clerk. The bid tabulation is Attachment 1 and summarized as follows.

| | |
|-------------------------------|---------------------|
| Stark Excavating, Inc. | \$994,816.60 |
| Engineer's Estimate | \$807,681.03 |
| Budget | \$650,000.00 |

The total price bid by Stark Excavating exceeds the revised engineer's estimate by twenty-three percent (23%).

Without another contractor bid to substantiate the Stark bid, City staff sought a third party engineer to provide an estimate of cost to compare to the Stark bid. Staff contacted Collins Engineers, Inc., Chicago, IL, to provide an independent cost estimate. Collins utilized two (2) methods for estimating the cost of this work. First they utilized a method similar to that used by Hanson in which they collected IDOT awarded bid prices for the previous twelve (12) months and applied the quantities of this project to an average of those IDOT prices. That method yielded an estimate of \$721,187, however these were low bid awarded prices. Collins methodology for an engineer's estimate would be to increase that calculated amount by twenty to twenty-five percent (20-25%) which would make their IDOT based estimate \$901,484. The second Collins' method was to use actual prices from a recent IL Rt. 64 bridge project they worked on which was very similar to the Evergreen Bridge. Utilizing those actual bid prices, Collins obtained an estimate for the Evergreen Bridge of \$968,954.

The Collins estimates are summarized as follows:

| | |
|---|-----------|
| IDOT 12 mo. average awarded prices x 1.25%: | \$901,484 |
| IL 64 project prices: | \$968,954 |

Because the Collins estimates more closely agree with the Stark bid, staff now recommends the prices be accepted and the project awarded to Stark Excavating.

The contract completion date is May 15, 2015. The contract is subject to Section 108.09 of the IDOT Standard Specifications which allow for deductions of \$1,025 per calendar day for failure to complete the work on time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The McLean County Highway Department and McLean County Parks Department were consulted regarding construction schedule.

Public notice of the bid was published in the Pantagraph on August 15 and 22, 2014. A lone bid was received by the September 4, 2014 deadline.

FINANCIAL IMPACT: The difference of \$344,816.60 will be transferred from the budget in Water Purification - Water Plant Construction (50100130 - 72590) to Water Transmission & Distribution - Street Construction and Improvement (50100130 - 72530). The scope of work for the Electrical and Building capital project has changed allowing for funds from this project to cover the additional need to complete the Evergreen Lake Spillway Bridge project. Stakeholders

can find the \$650,000 budgeted for this project in the FY 2015 Budget Book titled “Other Funds and Capital Improvement Program” on pages 138, 280, and 143.

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, P.E., CFM, Project Engineer

Reviewed by: Sue McLaughlin, ICMA-CM, Interim Asst. City Manager
Brett Lueschen, Interim Water Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Bid Tabulation

Motion: That the Bid for Evergreen Lake Spillway Bridge Superstructure Replacement be awarded to Stark Excavating, Inc., the prices accepted, in the amount of \$994,816.60, and the Mayor and City Clerk be authorized to execute the necessary documents.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

CITY OF BLOOMINGTON
 Evergreen Lake Spillway Bridge
 Superstructure Replacement

Prepared by: gsk
 10/8/2014

Project No. 20-11-63537-14-00
 Bid No. 2015-22 Re-Bid

Hanson (revised)
 Engineer's Estimate

Collins (IDOT based)
 Engineer's Estimate

Collins (project based)
 Engineer's Estimate

Stark Excavating

| Pay Item | BID TABULATION ITEM | UNIT | PLAN QTY | Hanson (revised) | | Collins (IDOT based) | | Collins (project based) | | Stark Excavating | | |
|----------|---------------------|---|----------|------------------|--------------|----------------------|-----------------|-------------------------|--------------|------------------|--------------|--------------|
| | | | | RATE | AMOUNT | RATE | AMOUNT | RATE | AMOUNT | RATE | AMOUNT | |
| 1 | 40600100 | Bit. Materials (Prime Coat) | Gal | 109.4 | \$10.00 | \$1,094.00 | \$2.80 | \$306.32 | \$2.80 | \$306.32 | \$10.00 | \$1,094.00 |
| 2 | 40603310 | Hot-Mix Asphalt Surf. Cse., Mix "C", N50 | Ton | 184.8 | \$175.00 | \$32,340.00 | \$120.00 | \$22,176.00 | \$120.00 | \$22,176.00 | \$143.00 | \$26,426.40 |
| 3 | 44000100 | Pavement Removal | Sq Yd | 309 | \$20.00 | \$6,180.00 | \$16.00 | \$4,944.00 | \$30.00 | \$9,270.00 | \$20.00 | \$6,180.00 |
| 4 | 50101500 | Removal of Exist. Superstructure | Each | 1 | \$100,000.00 | \$100,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$200,000.00 | \$240,000.00 | \$240,000.00 |
| 5 | 50102400 | Concrete Removal | Cu Yd | 35.2 | \$1,800.00 | \$63,360.00 | \$1,200.00 | \$42,240.00 | \$800.00 | \$28,160.00 | \$2,000.00 | \$70,400.00 |
| 6 | 50300225 | Concrete Structures | Cu Yd | 40.8 | \$1,200.00 | \$48,960.00 | \$820.00 | \$33,456.00 | \$550.00 | \$22,440.00 | \$2,600.00 | \$106,080.00 |
| 7 | 50300255 | Concrete Superstructure | Cu Td | 1.7 | \$2,500.00 | \$4,250.00 | \$1,000.00 | \$1,700.00 | \$480.00 | \$816.00 | \$2,000.00 | \$3,400.00 |
| 8 | 50300300 | Protective Coat | Sq Yd | 11 | \$10.00 | \$110.00 | \$2.80 | \$30.80 | \$1.50 | \$16.50 | \$45.00 | \$495.00 |
| 9 | 50400405 | PPC Concrete Deck Beams (21" Depth) | Sq Yd | 5040 | \$65.00 | \$327,600.00 | \$38.00 | \$191,520.00 | \$65.00 | \$327,600.00 | \$70.00 | \$352,800.00 |
| 10 | 50800205 | Reinforcement Bars, Epoxy Coated | Pound | 8800 | \$2.00 | \$17,600.00 | \$1.70 | \$14,960.00 | \$1.20 | \$10,560.00 | \$2.50 | \$22,000.00 |
| 11 | 50900405 | Steel Railing, Type TP-1 | Foot | 318 | \$150.00 | \$47,700.00 | \$98.00 | \$31,164.00 | \$80.00 | \$25,440.00 | \$180.00 | \$57,240.00 |
| 12 | 51500100 | Name Plates | Each | 1 | \$500.00 | \$500.00 | \$500.00 | \$500.00 | \$600.00 | \$600.00 | \$600.00 | \$600.00 |
| 13 | 52000110 | Preformed Joint Strip Seal | Foot | 66 | \$250.00 | \$16,500.00 | \$200.00 | \$13,200.00 | \$200.00 | \$13,200.00 | \$165.00 | \$10,890.00 |
| 14 | 58100200 | Waterproofing Membrane System | Sq Yd | 561 | \$50.00 | \$28,050.00 | \$45.00 | \$25,245.00 | \$45.00 | \$25,245.00 | \$29.00 | \$16,269.00 |
| 15 | 58300100 | Portland Cement Mortar Fairing course | Foot | 1529 | \$3.00 | \$4,587.00 | \$5.00 | \$7,645.00 | \$5.00 | \$7,645.00 | \$1.80 | \$2,752.20 |
| 16 | 59000200 | Epoxy Crack Injection | Foot | 70 | \$75.00 | \$5,250.00 | \$50.00 | \$3,500.00 | \$100.00 | \$7,000.00 | \$105.00 | \$7,350.00 |
| 17 | 63100075 | Traffic Barrier Terminal, Type 5A | Each | 4 | \$1,200.00 | \$4,800.00 | \$900.00 | \$3,600.00 | \$2,500.00 | \$10,000.00 | \$1,075.00 | \$4,300.00 |
| 18 | 67100100 | Mobilization | L Sum | 1 | \$75,000.00 | \$75,000.00 | \$100,000.00 | \$100,000.00 | \$204,080.00 | \$204,080.00 | \$55,000.00 | \$55,000.00 |
| 19 | X7010216 | Traffic Control and Protection, (Special) | L Sum | 1 | \$15,000.00 | \$15,000.00 | \$14,000.00 | \$14,000.00 | \$28,000.00 | \$28,000.00 | \$3,400.00 | \$3,400.00 |
| 20 | Z0012754 | Structural Repair of Concrete (Depth Equal To Or Less Than 5" | Sq Ft | 44 | \$200.00 | \$8,800.00 | \$250.00 | \$11,000.00 | \$600.00 | \$26,400.00 | \$185.00 | \$8,140.00 |
| | | | | | TOTAL | \$807,681.00 | incl. 25% incr. | \$901,483.90 | | \$968,954.82 | TOTAL | \$994,816.60 |



FOR COUNCIL: October 27, 2014

SUBJECT: Presentation by Hanson Professional Services Inc. Regarding the Streets Master Plan

RECOMMENDATION/MOTION: Presentation only.

STRATEGIC PLAN LINK: Goal 1. Financially sound City providing quality basic services; Goal 2. Upgrade City infrastructure and facilities; and Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 1d. City services delivered in the most cost-effective manner; 2a. Better quality roads and sidewalks; and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: On July 14, 2014, Council approved a contract with Hanson Professional Services to perform a Streets Master Plan which will develop a strategy for prioritizing capital improvements: resurfacing, maintenance, major improvements and expansions to the transportation system. These are projects such as the future Hershey Rd. extension and Hamilton Rd. alignment from Bunn to Commerce.

The Streets Master Plan will include an in-depth evaluation of twenty-five (25) transportation improvement projects. The proposed projects will be selected through community input, including a resident survey and a public meeting.

Hanson's presentation will describe the Streets Master Plan process and outline potential projects for consideration for detailed analysis.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The master planning process will include public outreach.

FINANCIAL IMPACT: Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Ryan L. Otto, P.E., Project Engineer

Reviewed by: Jim Karch, P.E., CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla Murillo, Budget Manager

Recommended by:

A handwritten signature in black ink, appearing to read "David A. Hales". The signature is fluid and cursive, with the first name "David" being the most prominent.

David A. Hales
City Manager

Attachment: Attachment 1. PowerPoint Presentation



Streets Master Plan

Project Discussion

Kurt Bialobreski, P.E., PTOE

Cindy Loos, P.E.

Becca Wagner, E.I.

Overview of Process

■ Prioritization Metrics Include:

- Stakeholder Input
 - City Council
 - General Public (Public Meetings and Surveys)
- Safety
- Adverse Travel
- Life Cycle Costs
- Coordination with Underground Infrastructure Improvements

Types of Projects

- Maintenance Projects
 - Overlaying, Surface Treatment, and Crack Filling
- Reconstruction Projects
 - Remove and Replace Street
 - Road Dieting or Widening
 - Adding a Traffic Signal
 - Bridge Projects
- New Alignment Projects
 - Adding Roads to the System

Project Selection Process

25 Projects

Potential Projects:

- Pavement Conditions
- New Alignments

Additional Projects:

- Stakeholder Involvement Portion
- City Council Input

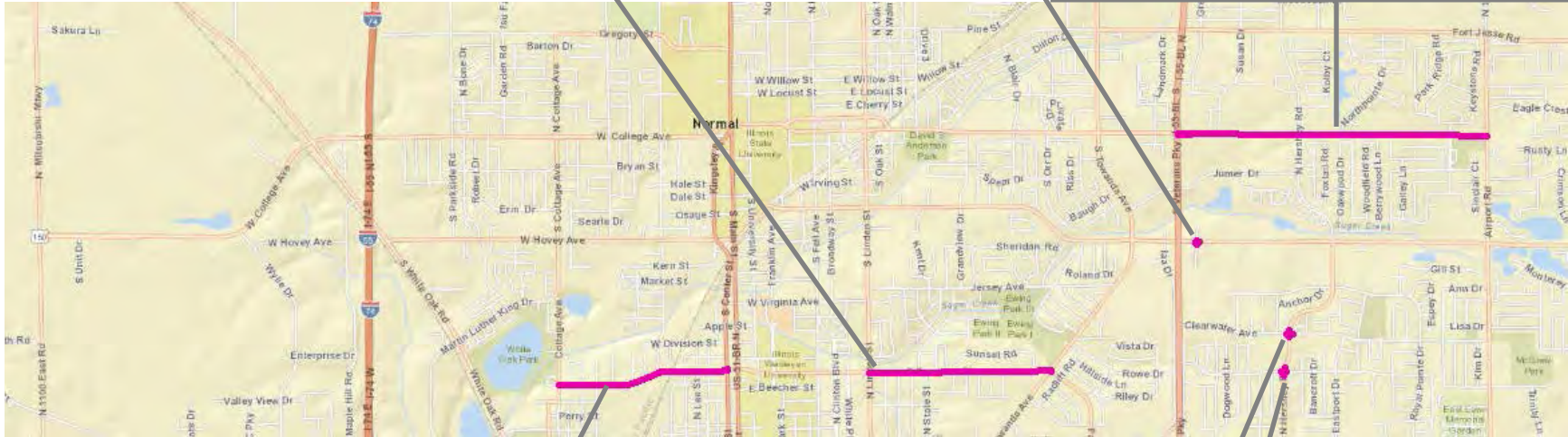
Potential Projects

North of IL 9

GE Road
Traffic Signal
At Keaton Place

Emerson Street
Widening and Reconstruction
Linden Street to Towanda Avenue

College Avenue
Maintenance or Reconstruction
Veterans Parkway to Airport Road



Emerson Street/Seminary Avenue
Widening and Reconstruction
Cottage Avenue to Center Street

Hersey Road
Traffic Signal
At Clearwater Avenue

Hersey Road
Traffic Signal
At Arrowhead Avenue

Potential Projects

South of IL 9 & East of US 51

Lafayette Street
Reconstruction
Center Street to Ash Street

Oakland Avenue
Maintenance or Reconstruction
Ireland Grove Road to Hersey Road

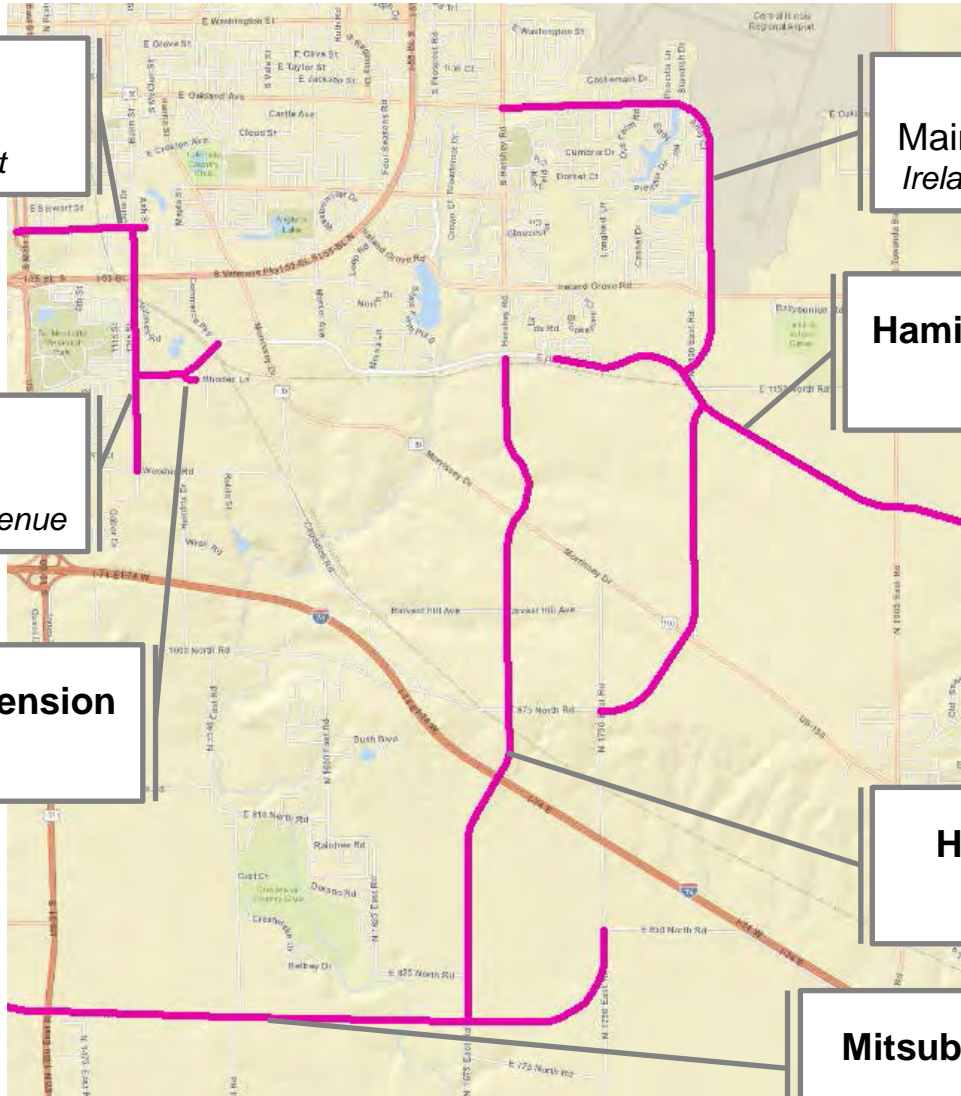
Hamilton Road East Extension
New Alignment

Bunn Street
Reconstruction
Lafayette Street to Woodrig Avenue

Hershey Road Extension
New Alignment

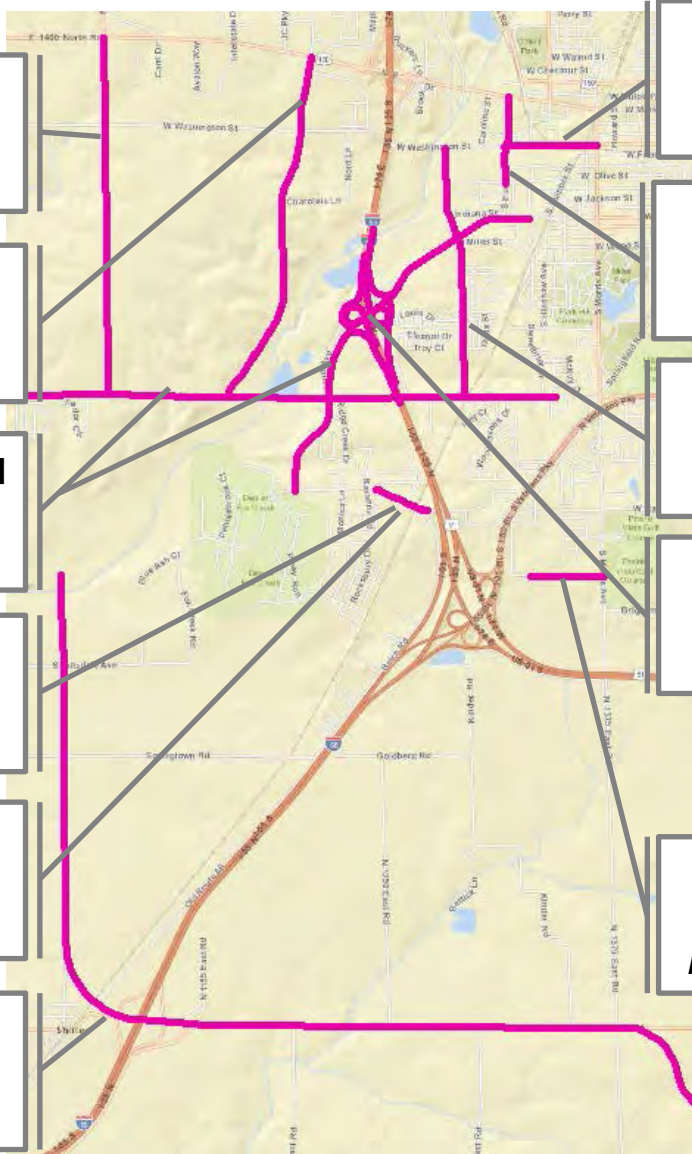
Hamilton Road West Extension
New Alignment

Mitsubishi Motorway Extension
New Alignment



Potential Projects

South of IL 9 & West of US-51



Mitsubishi Motorway Extension
New Alignment

Wylie Drive Extension
New Alignment

Oakland Avenue & Six Points Road
Widening or Reconstruction
Danbury Drive to Beich Road

Fox Creek Road
Maintenance or Reconstruction
Danbury Drive to Beich Road

Fox Creek Road Bridge
Bridge Reconstruction
Over Union Pacific Railroad

Mitsubishi Motorway Extension
New Alignment

Washington Street
Widening and Reconstruction
Euclid to Morris

Brown Street/Euclid Avenue
Intersection Realignment

MLK Road Extension
New Alignment

Oakland Avenue Interchange
New Alignment

Lutz Road
Reconstruction
Morris Road to Luther Oaks Facility



Thank You!

FOR COUNCIL: October 27, 2014

SUBJECT: Resolution Communicating City of Bloomington Priorities, Issues and Needs to the Illinois Department of Transportation, (IDOT)

RECOMMENDATION/MOTION: Recommend that the Resolution be adopted.

STRATEGIC PLAN LINK: Goal 5. Great place livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 5a. Well planned City with necessary services and infrastructure.

BACKGROUND: At the October 13, 2014 Council meeting, City staff and the Council discussed desired projects that fall under jurisdiction and funding of IDOT. As discussed, staff now returns to the Council with a Resolution that would formalize the Council's position on needs and the desire that IDOT move forward to meet these needs. Staff will formally present this material to IDOT as part of the public input process that IDOT is undertaking for its *Multi-Year Program FY 2015-2020*.

Staff has also reached out to other interested groups and institutions, especially in regard to proposed rerouting of US Rt. 150/IL Rt. 9 out of a west side neighborhood. Groups and institutions such as District 87 Bloomington School District and the Bloomington Education Association were encouraged to formally make their positions known to IDOT.

Following are projects, issues and concerns contained in the Resolution and the rationale for them.

Rerouting US Rt. 150/IL Rt. 9

Members of the Council, City staff and the Bent School teachers and administration strongly disagree with the current routing of US Rt. 150/IL Rt. 9 along Lee St. from Empire St. to Locust St. The City believes this routing is detrimental to neighborhood character and public safety and that the routing poorly serves the trucking industry as well. Rerouting this section to US Business 51 on Center St. would be fairly inexpensive and an easily achieved improvement. The Main St. Feasibility Study also recommended the reroute. Locust would be converted to two-way traffic from Lee St. to Main St. to accommodate the change.



Rerouting as proposed would have a limited cost. The City would then assume responsibility for Lee St. and would repurpose it as pedestrian friendly collector street with potential for multi model uses, including bike lanes.

Veterans Parkway and IL Rt. 9

1. IDOT has budgeted \$2.5 million for a traffic congestion mitigation phase one engineering study. This project has been budgeted by IDOT in the past but not enacted. The Veterans/IL Rt. 9 intersection has high use and high rate of vehicle collisions. Its configuration is outdated both in terms of traffic design and needs to accommodate the traffic load. The City is urging the state to proceed with haste in addressing the intersection.
2. The City desires advanced preemption capabilities to improve response time of emergency vehicles traveling through the intersection.
3. Adaptive Traffic Signal Control (ATSC) should be installed. This dynamic traffic system would enable the signals to better respond to the traffic conditions of a given moment. It would be especially helpful for seasonal peak times such as weekend shopping traffic near Christmas.

Resurfacing on US Rt. 150 (Clinton St.) US 51N (Center St.) north of Downtown and Elsewhere

Resurfacing is overdue on US Rt. 150 as a whole but especially on Clinton St. The City urges IDOT to give high priority to Clinton St. and to engage in resurfacing of all routes through the City more often than it does currently. The City also urges resurfacing of US 51 on N. Center St. north of the Downtown. This project is complicated by poor subbase, which is believed to be responsible for premature failure of a 2011 IDOT resurfacing.

UPS on IL Rt. 9

The City believes traffic signals should be equipped with Uninterruptible Power Supply (UPS) along IL Rt. 9:

- On the west side: from Mitsubishi Motorway to Hinshaw Ave.
- On the east side: from Towanda Ave. to Towanda Barnes Rd.

Hamilton Road Extension

The City's transportation system is hampered by its limited east-west arterial streets. This is especially the case along southern portions of the City. Over the years, the City has expended great resources to improve and extend Hamilton Rd. along the south. The City's traffic systems would be greatly improved with the Hamilton Rd. extension on the southeast side, from Bunn



St. to Commerce Pkwy. This extension would produce positive economic impacts as well as improved travel.

The current estimate for this project is \$14.5 million, which is well beyond the financial capabilities of the City alone. The City was unsuccessful in gaining a federal TIGER grant to assist with funding. City Council and staff request that the state consider assisting with this project.

Truck Route Cooperation

The City would further request better coordination and collaboration with IDOT on truck routing. Trucks periodically are routed by the state on to residential streets that seem nearly incapable of accommodating the trucks. This is especially true of the Lee St. portion of US 150/IL 9. Trucks have at times become stuck for hours. Better coordination with the City would create better travel for the trucking industry while also alleviating problems in residential neighborhoods.

FAU and FAS Funding information: As an informational item, the Council should be made aware of how federal money applies to the local transportation system. Federal transportation money is distributed by population and is categorized as FAU, (Federal Aid Urban), and FAS, (Federal Aid Secondary). The local share of the funds is channeled to an area body, in our case, the McLean County Regional Planning Commission. Bloomington, Normal, county and state governments have representation on two (2) committees that decide upon projects. Funds are somewhat limited, the tradition has been to bundle funds and rotate distribution so that major work may be achieved. This year, Normal used \$2.3 million on Northtown Rd., which does not seem to have direct benefit to Bloomington. However, previously, the money went to Hamilton Rd. in south Bloomington, with no immediate benefit to Normal. The next major project will benefit McLean County and the City and Normal. That project entails a \$4.5 million widening of Towanda Barnes Rd. from Fort Jesse Rd. to Raab Rd. Towanda Barnes will be widened from two (2) lanes to five (5) lanes and signalized. A future possible use would be the Hamilton Rd. extension from Bunn St. to Commerce Pkwy.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Not applicable.

FINANCIAL IMPACT: There is no financial impact at this time.

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Public Works Administration

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

Reviewed by: (name, title)

Financial & budgetary review by: Chris Tomerlin, Budget Analyst
Carla A. Murillo, Budget Manager

Legal review by:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales
City Manager

Attachments: Attachment I. Resolution

Motion: **That the Resolution be adopted**

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

**CITY OF BLOOMINGTON
RESOLUTION NO. 2014-_____**

**A RESOLUTION IDENTIFYING PRIORITY ILLINOIS DEPARTMENT OF
TRANSPORTATION PROJECTS**

WHEREAS, the City of Bloomington is a home-rule municipality within the State of Illinois; and

WHEREAS, at the City Council has reviewed various projects that fall under the jurisdiction and funding of the Illinois Department of Transportation (“IDOT”); and

WHEREAS, the City Council has determined that there are five projects that are within the scope of IDOT’s jurisdiction and that are a high priority to the City; and

WHEREAS, the five projects identified herein are deemed by the City Council to be necessary to meet urgent and critical needs of the City; and

WHEREAS, the City Council finds it to be in the best interests of the City that staff focus its efforts with IDOT on the projects identified within this resolution and respectfully requests that IDOT additionally make such identified projects a priority for the State of Illinois and its Department.

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

1. That the above recitals are hereby incorporated into the body of this Resolution and restated as though set forth herein.

2. That the City Council hereby respectfully requests that IDOT give priority and attention to the following projects within the City:

(1) **Rerouting U.S. Route 150/IL Route 9**: The current routing of U.S. Route 150/IL Route 9 along Lee Street from Empire Street to Locust Street is detrimental to the neighborhood character and public safety. It also poorly serves the trucking industry. Accordingly, rerouting this section to U.S. Business 51 on Center Street would be fairly inexpensive and easily achieved. This would involve converting Locust to two-way traffic from Lee Street to Main Street to accommodate the necessary rerouting.

(2) **Veterans Parkway and Illinois Route 9**: Substantial improvements are needed to the intersection at Veterans Parkway and Illinois Route 9. The City requests that IDOT move forward with the traffic congestion mitigation phase one engineering study that has been budgeted in the past. Advance preemption capabilities to improve response time and adaptive traffic signal control are also necessary for public safety.

- (3) **Resurfacing of U.S. Route 150 and US 51**: Resurfacing on U.S. Route 150 is substantially overdue and in need. The City also urges resurfacing of US 51 on N. Center St. north of the Downtown. Other state routes are also in need of resurfacing on a more frequent schedule.
- (4) **Hamilton Road Extension**: An extension of Hamilton Road on the southeast side, from Bunn Street to Commerce Parkway, is necessary to improve the east-west arterial streets within the City. This would have a substantial economic impact, but the project is estimated to cost \$14.5 million. Accordingly, the City seeks the assistance of IDOT in completing the project.
- (5) **Truck Route Cooperation**: Improved coordination and collaboration with IDOT on truck routing is a priority of the City. For example, trucks are periodically routed by IDOT into residential streets that seem nearly incapable of accommodating the trucks. Improved coordination with the City would create better travel for the trucking industry while also alleviating problems in residential neighborhoods.

3. This Resolution shall become effective immediately upon its passage and approval as required by law.

ADOPTED this 27th day of October, 2014.

APPROVED this ____ day of October, 2014.

APPROVED:

Tari Renner
Mayor

ATTEST:

Tracey Covert
City Clerk



FOR COUNCIL: October 27, 2014

SUBJECT: Proposed 2014 Estimated Tax Levy

RECOMMENDATION/MOTION: Recommend that the Council adopt the estimated 2014 Property Tax Levy in the amount of \$23,719,066.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1c. Engaged residents that are well informed and involved in an open governance process.

BACKGROUND: According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an estimated tax levy not less than twenty (20) days prior to the adoption of a final tax levy.

35ILCS 200/18-85 requires said estimate be compared to the prior year extension and if a five percent (5%) increase exists then a public notice and a public hearing must occur.

In addition, the tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December, this year the date would be December 30, 2014. Therefore, the adoption of the 2014 Tax Levy Ordinance should be placed on the Council's November 24, 2014 meeting agenda. In addition, it is staff's goal to abate any taxes at this same meeting. The City must abate all debt service payments needed to keep the bond and interest portion of the levy flat. These payments will be made from other services.

There are three (3) components of the property tax formula that affect an increase or decrease in real property taxes. The dollar amount requested by the City or any of the other overlapping tax districts, the amount of the final Equalized Assessed Value, (EAV), which is one third of the properties assessed value, and the tax rate which is generated by dividing the levy by the EAV:

$$\text{Tax formula:} \quad \frac{\text{Dollar Levy}}{\text{Final EAV}} = \text{Tax Rate}$$

The City adopts its estimated tax levy based on a preliminary EAV which is an estimate and subject to the appeals process. The final EAV will be completed by January 1, 2015. The tax rate generated is later applied to individual property owner's tax bills on April 1, 2015 and bills are mailed on May 1, 2015.

This year the City is requesting \$23,719,066 which is projected to result in a lower tax rate than last year. Depending on what happens to the City's final EAV, real property owners could receive a slight decrease in property taxes levied by the City.

| | | |
|---|---|---------|
| 2014 Tax formula Estimate (Preliminary EAV): | <u>\$ 23,719,066</u> \$1,802,822,457 | 1.3157% |
|---|---|---------|

Expenditures related to the property tax levy are primarily related to pension funding and operating costs for public safety and the Bloomington Public Library.

COUNCIL COMMITTEE BACKGROUND: A preliminary discussion of the 2014 Tax Levy was held at the October 20, 2014 Committee of the Whole meeting.

FINANCIAL IMPACT/ANALYSIS: The Council adopted the tax levy last year with only a slight increase for the Library of \$33,233 for a final levy of \$23,219,066. The City Manager and Finance Director recommend the Council adopt the tax levy estimate of \$23,719,066 which increases the overall levy by \$500,000. **This increase will be solely dedicated to fund the Police and Fire Pensions.**

Staff has created the three (3) exhibits to facilitate Council's decision making process over the next twenty (20) days. The Exhibit 1 depicts the recommendations and allocation for the 2014 Tax Levy. Exhibit 2 is the proposed addition to the tax levy for the pension funding ordinance. Exhibit 3 is the estimated impact to the taxpayer.

Respectfully submitted for Council consideration.

Prepared by: Patti – Lynn Silva, Director of Finance

Recommended by:



David A. Hales
City Manager

Attachments Attachment 1. Exhibit 1 - Estimated Tax Levy Proposal
Attachment 2. Exhibit 2 – Proposed Pension Ordinance Funding
Attachment 3. Exhibit 3 – Estimated Impact to Homeowners

Motion: Recommend that the Council adopt the estimated 2014 Property Tax Levy in the amount of \$23,719,066.

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|-----------------|-----|-----|-------|--------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Mwilambwe | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman McDade | | | | | | | |
| | | | | Mayor Renner | | | |

Exhibit 1: 2014 Proposed & Historical Tax Levy

| <i>Levy Type</i> | 2014 Proposed Tax Levy | 2013 Adjusted Levy Amount | 2012 Adjusted Levy Amount | 2011 Adjusted Levy Amount | 2010 Adjusted Levy Amount |
|-----------------------------|---------------------------------------|--|--|--|--|
| AUDIT | - | \$ - | \$ - | \$ - | \$ - |
| BONDS & INTEREST | \$ 2,180,143 | \$ 2,180,143 | \$ 2,180,143 | \$ 2,179,980 | \$ 2,179,867 |
| FIRE PENSION | \$ 4,196,000 | \$ 3,946,000 | \$ 2,908,472 | \$ 3,111,552 | \$ 3,407,498 |
| FIRE PROTECTION | \$ 1,183,228 | \$ 1,183,228 | \$ 1,183,228 | \$ 1,183,182 | \$ 1,183,182 |
| GENERAL CORPORATE | \$ 1,287,233 | \$ 1,287,233 | \$ 2,901,180 | \$ 2,979,867 | \$ 1,927,000 |
| IMRF | \$ 2,502,907 | \$ 2,502,907 | \$ 2,502,907 | \$ 2,502,956 | \$ 2,502,956 |
| LIABILITY INSURANCE | - | \$ - | \$ - | \$ - | \$ - |
| POLICE PENSION | \$ 4,008,000 | \$ 3,758,000 | \$ 3,181,581 | \$ 3,306,933 | \$ 4,057,967 |
| POLICE PROTECTION | \$ 1,354,421 | \$ 1,354,421 | \$ 1,354,421 | \$ 1,354,332 | \$ 1,354,332 |
| PUBLIC BENEFIT | - | \$ - | \$ - | \$ - | \$ - |
| PUBLIC PARKS | \$ 1,001,415 | \$ 1,001,415 | \$ 1,001,415 | \$ 1,001,487 | \$ 1,001,487 |
| ROAD AND BRIDGE | - | \$ - | \$ - | \$ - | \$ - |
| SOCIAL SECURITY | \$ 1,459,009 | \$ 1,459,009 | \$ 1,459,009 | \$ 1,459,097 | \$ 1,459,097 |
| LIBRARY | \$ 4,546,710 | \$ 4,546,710 | \$ 4,513,477 | \$ 4,513,519 | \$ 4,513,519 |
| TOTALS | \$ 23,719,066 | \$ 23,219,066 | \$ 23,185,833 | \$ 23,592,905 | \$ 23,586,905 |
| Dollar Increase/(Decrease) | \$ 500,000 | \$ 33,233 | \$ (407,072) | \$ 6,000 | \$ 230 |
| Percent Increase/(Decrease) | 2.15% | 0.14% | -1.73% | 0.03% | 0.00% |
| Tax Rate | 1.3157 | 1.3181 | 1.3161 | 1.3103 | 1.3110 |

Exhibit 2: Proposed Pension Ordinance Funding

FY2016 Pension Funding Rollforward

| | |
|--|---------------|
| FY2016 Pension Funding Required | \$9,090,000 |
| 2014 Tax Levy Fire* | (\$3,946,000) |
| 2014 Tax Levy Police* | (\$3,758,000) |
| FY2015 Utility Tax Increase as Adopted | (\$1,741,619) |
| Net Need: | (\$355,619) |

*Contributions to the pension funds are still in the process of being reprojected and could change.

Exhibit 3: 2014 Tax Levy Impact to the Taxpayer

| Information Table | |
|------------------------|-----------------|
| Prior Year Tax Levy | \$23,219,066 |
| Prior Year Tax Rate | 1.3181% |
| Avg Home Value | \$165,000 |
| **2014 Preliminary EAV | \$1,802,822,457 |

2014 Preliminary EAV \$1,802,822,457 ** The preliminary EAV is subject to change through the tax appeals process.**

| Proposed Levy Increase | Revised Levy | New Rate | Avg Home Value | Old Bill | New Bill | Increase/(Decrease) |
|------------------------|--------------|----------|----------------|----------|----------|---------------------|
| \$500,000 | \$23,719,066 | 1.3157% | \$165,000 | \$725 | \$724 | (\$1.33) |



FOR COUNCIL: October 27, 2014

SUBJECT: Removal of Barrier on W. Jefferson St. at Allin St.

RECOMMENDATION/MOTION: Recommend that the Resolution be adopted.

STRATEGIC PLAN LINK: Goal 4. Strong neighborhoods.

STRATEGIC PLAN SIGNIFICANCE: Objective 4a. Residents feeling safe in their homes and neighborhoods and Objective 4d. Improved neighborhood infrastructure.

BACKGROUND: In 1997, the City blocked off the 700 block of W. Jefferson St. at the Allin St. intersection, creating a dead end on the block. The measure responded to drive-by shootings and a fire bombing in the 700 block. Conceptually, it ended the ability to drive by and reduced crime opportunities of those from outside the neighborhood. Symbolically, it represented a City and a neighborhood determined to confront trouble brought upon the neighborhood. The barrier created by the dead-ending is a grassy area with a sidewalk. It is adjacent to Friendship Park.

More than two (2) years ago, City officials began advocating for removal of the barrier. In the opinion of staff, the barrier has become an obstacle to serving the residents for the Police, Fire and Public Works Departments.

The barrier allows people to congregate in significant numbers, creating a safety concern for the neighborhood. This can occur late into the evening, after the adjacent Friendship Park is closed. Removal of the barrier does not solve west side crime issues; the Police Department never inferred that it would. However, removal prevents late evening congregations of people and it provides the police with better ability to respond to incident reports in the area at all times of the day. The barrier hampers police response to emergencies.

For the Fire Department, the issue involves access. The narrow street and dead-end stop complicates the response to and clearing of fire and ambulance calls. Large vehicles have to reverse out of the street. The dead-end does not provide space for these vehicles to turn around. While public discussion has included removal of on street parking, staff believes this would be a detriment; not all residents have off-street parking. Also, removal of parking would not solve the issue of inability to turn around.

Public Works also has large vehicles, including garbage and recycling trucks and snow plows. The department has similar difficulty providing service to the residents.

Public responses and public hearing: The City has facilitated a large amount of public input on this topic and related issues. It took feedback through two (2) public meetings this year and mail-in and online surveying. The Council held a public hearing on September 22, 2014.

Residents have divided opinions on whether the barrier should be removed or should remain and have made these known at public meetings.

Three residents spoke at the Council's public hearing. As documented in the Council's minutes (attached), one resident spoke in favor of removal, one opposed it and another discussed the divided opinions on the issue.

Responses to the City survey did not generate enough sampling to draw a conclusion as to how the public opinion, by percentage, is actually divided. It invited poll responses from residents and property owners in the 700 and 800 blocks of W. Jefferson St. Of eight (8) responses received, six (6) respondents supported barrier removal.

Timetable: The lengthy input process has been valuable but also makes it unlikely that the City will be able to perform the work this calendar year.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City staff has made public outreaches to the entire neighborhood through surveying and public meetings, which were promoted through direct mailings to both residents and property owners.

FINANCIAL IMPACT: Staff produced a rough preliminary construction estimate of \$80,000 if the work is contracted through the Emergency Utility Maintenance Contract. This memorandum is not intended to address the financial impact as this would be presented to Council if the removal were to be approved.

Respectfully submitted for Council consideration.

| | |
|----------------------------------|---|
| Prepared by: | Stephen Arney, Public Works Administration |
| Reviewed by: | Mike Kimmerling, Fire Chief |
| Reviewed by: | Brendan Heffner, Police Chief |
| Reviewed by: | Jim Karch, PE CFM, Director of Public Works |
| Reviewed by: | Sue McLaughlin, Interim Asst. City Manager |
| Financial & budgetary review by: | Chris Tomerlin, Budget Analyst Carla Murillo, Budget Manager |
| Legal review by: | Jeffrey R. Jurgens, Corporation Counsel |

Recommended by:



David A. Hales
City Manager

Attachments: Attachment 1. Resolution
Attachment 2. Public Hearing from September 22, 2014 Council Proceedings

Motion: **That the Resolution be adopted.**

Motion: _____ Seconded by: _____

| | Aye | Nay | Other | | Aye | Nay | Other |
|--------------------|-----|-----|-------|------------------|-----|-----|-------|
| Alderman Black | | | | Alderman Painter | | | |
| Alderman Fruin | | | | Alderman Sage | | | |
| Alderman Hauman | | | | Alderman Schmidt | | | |
| Alderman Lower | | | | Alderman Stearns | | | |
| Alderman Mwilambwe | | | | | | | |
| | | | | Mayor Renner | | | |

CITY OF BLOOMINGTON
RESOLUTION NO. 2014 - _____

**A RESOLUTION DIRECTING THE REMOVAL OF THE ROAD BARRIER ON
WEST JEFFERSON STREET AT ALLIN STREET**

WHEREAS, in 1997, the City blocked off the 700 block of Jefferson Street at the Allin Street intersection, creating a dead end on the block; and

WHEREAS, City staff recently began advocating for the removal of the barrier to better serve the residents with police, fire and public works; and

WHEREAS, a public hearing was held on September 22, 2014 to discuss the potential removal of the barrier and to hear public comments on same; and

WHEREAS, strong public policy and safety arguments were made during the public hearing in support of removing the barrier; and

WHEREAS, the City Council has determined that removing the barrier is in the best interests of the City.

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

1. That the above recitals are hereby incorporated into the body of this Resolution and restated as though set forth herein.
2. That City staff shall begin planning for the removal of the barrier located at the 700 block of Jefferson Street at the Allin Street intersection and shall remove same at the further direction of the City Manager.
3. This Resolution shall become effective immediately upon its passage and approval as required by law.

ADOPTED this 27th day of October, 2014.

APPROVED this ____ day of October, 2014.

APPROVED:

Tari Renner, Mayor

ATTEST:

Tracey Covert, City Clerk

The following was presented:

Public Hearing regarding the Removal of the Road Barrier on W. Jefferson St. at Allin St.

Mayor Renner introduced this item. He opened the Public Hearing.

Richard Heiser, 810 W. Jefferson St., addressed the Council. He expressed his support for the proposal that the street be reopened. He recommended that the opening be limited to twenty-two feet (22'). He cited concern regarding the relocation of a manhole. He believed that twenty-two feet (22') would be sufficient space for City vehicles while slowing traffic turning on to Jefferson St. Another concern addressed one way streets and confusion. Safe Harbor's, (located at 601 W. Washington St.), loading docks faced west. He believed that Safe Harbor had limited traffic. The Council needed to be aware of this fact and give consideration to same. He also addressed children's safety. The barrier has been used as a walkway. There was a role for parents and drivers to be aware. This had become an emotional issue for the neighborhood.

Alderman Schmidt clarified that Mr. Heiser was in support of reopening the street, narrowing the opening, and Jefferson St. would remain one way headed east.

Vicky Smith, 712 W. Jefferson St., addressed the Council. She believed that there were less expensive options. The Police Department had full access. The street needed to be made no parking. Opening the street would not solve the issues. The people who resided in the area were the problem. More traffic in the neighborhood was not a good idea.

Dennis Arnold, 504 N. Lee St., addressed the Council. He currently served as the Gridley Allin & Prickett's Neighborhood Association's President. The neighborhood was divided. The residents closest to the barrier were opposed to its removal. Others in the neighborhood were in support of removal but wanted the street to remain one way headed east.

Mayor Renner closed the Public Hearing.

Alderman Hauman questioned next steps. There would be no action at this evening's meeting. City staff would draft a Resolution which would contain a recommendation.