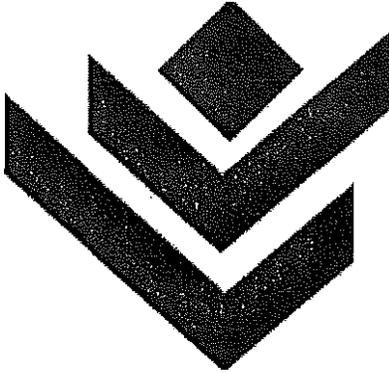




CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
AUGUST 14, 2017



## **City Logo Design Rationale**

The symbol for the City of Bloomington is multifaceted in its visual and conceptual approach. Visually the symbol and the City's identity represent a modern progressive style which is consistent with the City's government. The symbol is based on three different concepts which combine to represent the City in a contemporary and appropriate way.

First and foremost is the chevron. The City government is a respected agency dedicated to serving the public. In this way, the chevron represents service, rank and authority.

The symbol may also be seen as a three dimensional building. This represents growth and diversity in our community.

Finally, the flower or plant derived from the original name "Blooming Grove," represents a community that is friendly and safe. Progress and growth are also associated with plant life as well as regeneration and renewal.

The symbol's positive upward movement is representative of the City's commitment to excellence!

## Brief Summary of Five Council Priorities

### Five Priorities

At the September retreat, Council informally selected its top five priorities, and since that time staff has seen that these five areas are the dominant focus of the Council's policy deliberations. The selected priorities are:

1. Economic Development
2. Infrastructure
3. Financial Planning
4. Reduced Emergency Response Times
5. Downtown Implementation Plan

The value in naming priorities is to establish policy direction, make that direction known to stakeholders and guide policy, budget and operational decisions. As we work to develop the City's FY17 budget, staff would find value in formalizing the five priorities for the next fiscal year.

Prior to formalization, we have prepared this brief summary to begin the dialogue about what each priority means, where it stands and what it will take to advance each going forward.

#### 1. Economic Development

- A. Economic development was overwhelmingly recognized by the Council as **essential to the financial sustainability** of the community. It is our prime means to diversify our tax base and expand our revenue streams.
- B. City of Bloomington economic development is undertaken in parallel with **regional collaboration** and economic development initiatives of the EDC, B/N Advantage and others.
- C. The time is right to review our **economic development strategic plan and incentive policy**. Tools such as TIF are invaluable for the redevelopment of areas such as Colonial Plaza, and will be key to our success.
- D. Economic development cannot stand alone and depends on sound infrastructure and quality of life to successfully ensure a financially-sound future for our community.

#### 2. Infrastructure

- A. The City is decades behind in funding much-needed **infrastructure maintenance**, estimated to total \$400M or more. Reliable infrastructure with the capacity to handle growth is essential to economic development, quality of life and the City's financial long-term stability.
- B. Our City's recently completed **infrastructure Master Plans**, encompassing streets, sanitary sewers, storm water, facilities, sidewalks and more provide detailed inventory, condition rating and make it possible for us to assess and prioritize critical needs.
- C. The next essential step is to develop a **five year Capital Improvement Plan** to address the most urgent/timely needs, AND a funding strategy.
- D. Some projects included in the City's Master Plans are prime candidates for borrowing. Financing options are many, and Council will determine a preferred strategy, ranging from conservative to aggressive.

3. Financial Planning

- A. Since the Great Recession, we are all adapting to a new economy that requires us to have a **long-term, continuously evolving plan for financial sustainability**, including a plan for appropriate reserves. We must have a balanced budget to avoid the pitfalls and reputational damage that many other governments continue to experience.
- B. A deficit in the City's General Fund was averted in the near term through Budget Task Force recommendations and the Council's recent adoption of a 1% sales tax increase. However, the City's expenses, especially those tied to Police and Fire pensions and labor costs, will continue to increase over the years. The **potential for a General Fund structural deficit** will continue to threaten future budgets.
- C. It will take all of us, including our citizens, to develop solutions for achievement of financial sustainability. We must focus on refining our financial projections, re-forecasting when appropriate, identifying programs and services, establishing appropriate levels of service performance measures, and prioritization.
- D. A **Capital Improvement Plan and funding** is critical to the City's financial strategy now and going forward.

4. Reduced Emergency Response Times

- A. Despite the excellent efforts of our first responders, the Fire Master Plan identified that **service to the City's northeast portion is inadequate and response times are below our standards**. Long-term, the Master Plan recommends a new Fire Station facility to serve the northeast area of the City. In the short-term, we must identify creative and innovative methods to reduce EMS and fire suppression response times.
- B. Quality public safety services are essential to a community's Economic Development and, with so many financial resources devoted to public safety, **finding efficient solutions to public safety issues** contributes to the long-term financial health of the community.

5. Downtown Implementation Plan

- A. The Downtown Master Plan was adopted by the City Council in 2013 without an Implementation Plan. Increased interest in Downtown economic development, notably in the proposed addition of hotel and/or convention center space, indicates this is the time to **design the City's role** in success of the Downtown.
  - a. It will take inside and outside **resources to vet potential Downtown projects**.
  - b. We must determine the amount and type of **public engagement** that is appropriate for Downtown development proposals.
  - c. Traditionally, municipalities play a role in Downtown **streetscape improvements** and meeting its **parking needs**.
- B. We can **build upon the qualities that make our Downtown special**, such as our ties to President Lincoln and Route 66, both expertly displayed in the new Visitors Center at the McLean County Museum of History. Smart economic development in Downtown will expand on existing assets and attractions like the Museum, the BCPA and the Coliseum.



**RESOLUTION NO. 2016 -29**

***A RESOLUTION ADOPTING A MISSION, VISION AND VALUES STATEMENT FOR THE CITY OF BLOOMINGTON***

**WHEREAS**, the City of Bloomington ("City") is an Illinois home-rule municipality; and

**WHEREAS**, the City is known as the "Jewel of the Midwest;" and

**WHEREAS**, the City is a great place to live, work and play; and

**WHEREAS**, the City Council desires to adopt a statement expressing the Organizational Mission, Vision and Values of the City.

**NOW, THEREFORE, BE IT RESOLVED BY THE** City Council of the City of Bloomington, McLean County, Illinois, as follows:

**Section 1.** The above stated recitals are incorporated herein by reference.

**Section 2.** The City Council of the City of Bloomington hereby formally adopt the following as the City's Organizational Mission, Vision and Values:

**Mission:** To lead, serve and uplift the City of Bloomington

**Vision:** A Jewel of Midwest Cities

**Values:** Service-centered, results-driven, inclusive.

**Section 3.** All resolutions in conflict with this Resolution, as well as any previous statements adopted on the mission, vision and values of the City are hereby repealed.

**Section 4.** This Resolution shall be in full force and effect immediately after its passage and approval.

**APPROVED** by the City Council of the City of Bloomington, McLean County, Bloomington, Illinois, July 25, 2016, by a vote of 7 to 1. (Nay: Alderman Kevin Lower) (Absent: Alderman David Sage)

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk

# AGENDA



## **CITY COUNCIL MEETING AGENDA**

### **CITY COUNCIL CHAMBERS**

**109 E. OLIVE STREET, BLOOMINGTON, IL 61701**

**MONDAY, AUGUST 14, 2017; 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. Recognition/Appointments**
  - A. Recognition of Bloomington Firefighters who successfully completed probation: Aaron J. Larson, Joshua M. Kreml, Christian K. Merkau, and Eric R. Davison.
  - B. Proclamation recognizing the American Red Cross “Sound the Alarm! Save A Life!” Campaign.
  - C. Proclamation recognizing Employee Delvar Dopson for Outstanding Customer Service Award.
  - D. Appointments to the Transportation Commission: Angela Ballantini, Jill Blair, Maureen (Reenie) Bradley, Katherine Browne, Michael Gorman, Elizabeth Kooba, and Kelly Rumley.
- 6. Public Comment**

*(Each regular City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is entitled to speak for up to 3 minutes. To be considered for public comment, complete a public comment card at least 5 minutes prior to the start of the meeting. The Mayor will randomly draw from the cards submitted. Public comment is a time to give comment. It is not a question and answer period and the City Council does not respond to public comments. Speakers who engage in threatening or disorderly behavior will have their time ceased.)*
- 7. “Consent Agenda”**

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*(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 #8.*

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

- A. Consideration of approving the Minutes of the July 24, 2017 Regular City Council Meeting, and the June 19, 2017 Special Joint Session Meeting. *(Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)*
- B. Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$ . *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$ and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Appointments to the Transportation Commission. *(Recommend Angela Ballantini, Jill Blair, Maureen (Reenie) Bradley, Katherine Browne, Michael Gorman, Elizabeth Kooba, and Kelly Rumley be appointed to the Transportation Commission.)*
- D. Ratification of Collective Bargaining Agreement with Local 193 of IATSE. *(Recommend the Collective Bargaining Agreement with Local 193 of IATSE be approved and ratified.)*
- E. Consideration of approving the purchase ammunition for Bloomington Police Department utilizing State Bid/Contract #4017592 in the amount of \$62,210. *(Recommend approving the purchase of 100 cases (1,000 rounds per case) of 5.56mm rifle ammunition (Winchester #Q3131) for \$35,200; 100 cases (1,000 rounds per case) of .40 caliber pistol ammunition (Winchester #Q4238) for \$24,100; and 10 cases (1,000 rounds per case) of .40 caliber duty ammunition (Winchester #RA40T) for \$2,910 from Ray O'Herron Company Inc. in the total amount of \$62,210 (shipping included), and authorize the Purchasing Manager to issue a Purchase Order for same.)*
- F. Consideration of approving the purchase of a replacement Records Management Software for the Fire Department. *(Recommend Council approves the purchase of the software agreement with ImageTrend Incorporated through (General Service Administration (GSA) Contract #GS-35-365DA valid through 6/15/21) for installation and implementation of ImageTrend Elite fire record management system in the amount of \$97,457.31 be accepted, and authorize the Mayor and City Clerk to execute the necessary documents.)*
- G. Consideration of approving the purchase of a Vactron LP873 SDT excavating and potholing machine in the amount of \$78,200. *(Recommend that Council authorize the purchase of a*

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*Vactron LP873 SDT excavating and potholing machine from Vermeer Midwest in the amount of \$78,200.00, utilizing the NJPA Joint Purchasing Agreement (Contract #070313-VRM valid through 9/11/17), and the Procurement Manager be authorized to issue a Purchase Order.)*

H. Consideration of:

- A. Approving a Resolution for Change Order #1 in the amount of \$17,940.00 to an existing contract with CAD Construction, Inc. for construction of the Police Training Facility Addition; and
- B. Approving and accepting payment in the amount of \$9,618.35 from Shive-Hattery, Inc. in satisfaction of errors in the initial construction drawings for construction of the Police Training Facility Addition that led to the Change Order #1.

*(Recommend the Resolution Approving Change Order #1 from CAD Construction, Inc. for revisions to the septic system in connection with construction of the Police Training Facility Addition in the amount of \$17,940.00 be approved and the Mayor and City Clerk authorized to execute the Resolution and the City Manager authorized to execute the necessary documents; and that payment in the amount of \$9,618.35 be accepted in full satisfaction of the error in the initial drawings by Shive-Hattery, Inc. that led to re-working the septic system plans and Change Order #1.)*

- I. Consideration of approving the purchase of skid track loader for the Parks, Recreation, and Cultural Arts Department. *(Recommend Council approves of the purchase of one (1) Bobcat Compact Track Loader and attachments from Bobcat Company Government Sales in amount of \$64,192.56 and the Procurement Manager be authorized to issue a Purchase Order for the same.)*
- J. Consideration of Analysis of Proposal and Approval of a Contract with Corrective Asphalt Materials, LLC in the amount of \$200,000 for FY 2018 Pavement Preservation. *(Recommend the unit prices and contract with Corrective Asphalt Materials, LLC for the FY 2018 Pavement Preservation Program in the not-to-exceed amount of \$200,000 be approved as a limited source, and authorize the City Manager and City Clerk to execute the necessary documents.)*
- K. Consideration of an Ordinance amending the Bloomington City Code, Chapter 3, Section 6.9, Electrical Portable Signs, to allow permanent LED signs no larger than 8 square feet on publicly funded, not-for-profit transit vehicles. *(Recommend an Ordinance be adopted to amend the Bloomington City Code Chapter 3, Section 6.9, to allow permanent LED signs no larger than 8 square feet on publicly funded, not-for-profit transit vehicles, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

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- L. Consideration of an Ordinance Amending Chapter 29, Sections 174, 176, 177, 178, 180, 181, 183, 184 and 192 so that Parking Enforcement is moved from the Police Department to Facilities Management. *(Recommend the Ordinance Amending Chapter 29, Sections 174, 176, 177, 178, 180, 181, 183, 184 and 192 be passed, and authorize Mayor and City Clerk to execute the necessary documents.)*
  
- M. Consideration of Adopting an Ordinance Rezoning 421 and 425 Olympia Drive from M-1, Restricted Manufacturing District, to B-1, Highway Business District. *(Recommend an ordinance rezoning 421 and 425 Olympia Drive from M-1, Restricted Manufacturing District, to B-1, Highway Business District, be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
  
- N. Consideration of Adopting an Ordinance Rezoning 2405 Monica Lane from A, Agriculture to R-1C, Single Family Residential District. *(Recommend an ordinance rezoning 2405 Monica Lane from A, Agriculture to R-1C, Single Family Residential District, be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
  
- O. Consideration of Adopting an Ordinance Rezoning 806 W. Washington St., 804 W. Washington St., 800 and 802 W. Washington St., 803 W. Washington St., 801 W. Washington St., and 204 N. Allin St. to B-2, General Business Service District. *(Recommend an ordinance rezoning 806 W. Washington St., 804 W. Washington St., 800 and 802 W. Washington St., 803 W. Washington St., 801 W. Washington St., and 204 N. Allin St. to B-2, General Business Service District be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
  
- P. Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the Criterium Bike Race on August 26, 2017. *(Recommend an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the Criterium Bike Race on August 26, 2017, be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.)*
  
- Q. Consideration of the request from Kaleb Shumara and Valerie Meredith to allow moderate consumption of alcohol at their August 26, 2017 wedding reception to be held at Davis Lodge. *(Recommend that the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on September 1, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

## **8. “Regular Agenda”**

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- A. Consideration of authorizing the purchase of dasher boards, in the amount of \$187,870.94, and authorize a change to the FY 2017 Capital Lease Equipment to add the Hockey Dasher Boards for the Grossinger Motors Arena, including an additional 20% contingency for the project. *(Recommend Council approve the purchase of the Hockey Dasher Boards for the Grossinger Motors Arena, in an amount of \$187,870.94, as well as an additional 20% contingency for the project, through the National Joint Powers Alliance, on its terms and conditions, and authorize a change to add the Hockey Dasher Boards to the budgeted equipment for the FY 2017 Capital Lease.)*
  
- B. Consideration of a Resolution authorizing the City Manager to approve energy supply contracts with a one hundred percent renewable energy option. *(Recommend Council approves a Resolution authorizing the City Manager to approve energy supply contracts with a one hundred percent renewable energy option, and authorize the Mayor and City Clerk to execute the Resolution.) (Presentation by Steve Rasmussen, Assistant City Manager and Dan Frontone, Utility Supply Broker 10 minutes, Council discussion 15 minutes.)*

- 9. City Manager’s Discussion**
- 10. Mayor’s Discussion**
- 11. City Aldermen’s Discussion**
- 12. Executive Session – *Cite Section***
- 13. Adjournment**
- 14. Notes**

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# RECOGNITIONS



Council Date: August 14, 2017

## **COUNCIL AGENDA ITEM NO. 5**

### Recognition/Appointments

- A. Recognition of Bloomington Firefighters who successfully completed probation: Aaron J. Larson, Joshua M. Kreml, Christian K. Merkau, and Eric R. Davison.
- B. Proclamation recognizing the American Red Cross “Sound the Alarm! Save A Life!” Campaign.
- C. Proclamation recognizing Employee Delvar Dopson for Outstanding Customer Service Award
- D. Appointments to the Transportation Commission: Angela Ballantini, Jill Blair, Maureen (Reenie) Bradley, Katherine Browne, Michael Gorman, Elizabeth Kooba, and Kelly Rumley.

# ***Proclamation***

## ***Outstanding Customer Service Award***

***WHEREAS***, Delvar Dopson, City of Bloomington Public Work's employee has exemplified characteristics of an inspiring, positive citizen and embodied exceptional customer service; and

***WHEREAS***, a life changing comment was submitted to the City from a resident and was included on the City's Facebook page in a post that has now since gone viral; and

***WHEREAS***, that post from a little girl's mother has made him a local hero and her parents are grateful for the time Delvar has taken out of his Thursday route each week to wave and greet their daughter; and

***WHEREAS***, since that post Delvar Dopson has been featured on Nutella commercials that promote happiness and positivity; and

***WHEREAS***, the Dopson husband and wife duo was invited to participate on NBC's "The Wall", a game show that has guests compete for up to \$12 million in prize money; and

***WHEREAS***, he is a youth mentor focused on supporting the community's young and providing them with invaluable life support; and

***WHEREAS***, Delvar Dopson is a role model for all of Bloomington citizens to look up to as he encourages an optimistic life outlook, in addition to promoting the City of Bloomington and the solid waste profession,

***NOW, THEREFORE***, I, Tari Renner, Mayor of the City of Bloomington do hereby proclaim the recognition of

***Outstanding Customer Service Award***  
***presented to***  
***Delvar Dopson***



*Tari Renner*  
Mayor

*Cherry Lawson*  
City Clerk

# **PROCLAMATION**

## **AMERICAN RED CROSS SOUND THE ALARM! SAVE A LIFE!**

**WHEREAS**, every day across the country, 7 people die in a home fire and another 36 people suffer injuries. The American Red Cross wants to end these tragedies and save lives. This fall, the American Red Cross and 35,000 volunteers across the country will Sound the Alarm by installing 100,000 free smoke alarms in high-risk communities in more than 100 major cities; and,

**WHEREAS**, Sound the Alarm events will be held all over the United States between September 23 and October 15, culminating in the Red Cross' installation of the one-millionth free smoke alarm since its Home Fire Campaign launched in 2014. Sound the Alarm is part of the ongoing Red Cross Home Fire Campaign, already credited with saving 258 lives across the country; and,

**WHEREAS**, here in Bloomington, the American Red Cross Serving Central Illinois and 50 volunteers will help save lives at the Sound the Alarm home fire safety and smoke alarm installation event on Saturday, September 23, 2017 from 9:00 a.m. to 2:00 p.m., fulfilling appointments to install free smoke alarms, replace batteries in existing alarms, and help families create escape plans; and,

**WHEREAS**, Tari Renner, Mayor of Bloomington, do hereby proclaim September 23, 2017 as the day to Sound the Alarm and help educate and protect the residents of our community against home fires. I encourage everyone to support the American Red Cross and join in this lifesaving effort.

**THEREFORE, IN WITNESS WHEREOF**, I do hereby set my hand, and cause the seal of The City of Bloomington be affixed, this 14th day of August 2017.



Tari Renner  
Mayor



Cherry Lawson  
City Clerk



**SOUND THE ALARM**  
Save a Life

## Help us Sound the Alarm about fire safety.

Every day 7 people die in home fires. You can help change that.

On September 23, the American Red Cross will team up with fire departments, volunteers, and partners to *Sound the Alarm* with home fire safety and smoke alarm installation events.

Join us as we install 100,000 free smoke alarms in more than 100 at-risk communities across the country. We'll also mark a major milestone—our 1 millionth smoke alarm installation since 2014!

*Together we can help prevent these needless tragedies in Bloomington - Normal.*

Saturday, September 23, 2017 - 9:00 a.m. to 2:00 p.m.

**Please register to volunteer at [SoundTheAlarm.org](http://SoundTheAlarm.org).**



**American  
Red Cross**

# CONSENT AGENDA



**CONSENT AGENDA ITEM NO: 7A**

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of approving the Minutes of the July 24, 2017 Regular City Council Meeting, and the June 19, 2017 Special Joint Session Council Meeting.

**RECOMMENDATION/MOTION:** That the reading of minutes be dispensed and approved as printed.

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

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

**BACKGROUND:** The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk.

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

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

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

**FINANCIAL IMPACT:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, C.M.C., City Clerk

Recommended by:

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

David A. Hales  
City Manager

**Attachments:**

- July 24, 2017 Regular City Council Meeting Minutes
- June 19, 2017 Special Joint Session Meeting Minutes

**SUMMARY MINUTES  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS  
MONDAY, JULY 24, 2017; 7:00 P.M.**

**1. Call to Order**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, July 24, 2017.

The Meeting was called to order by Mayor Renner.

**2. Pledge of Allegiance to the Flag**

The Meeting was opened by Pledging Allegiance to the Flag.

**3. Remain Standing for a Moment of Silent Prayer**

**4. Roll Call**

Mayor Renner directed the City Clerk to call the roll and the following members of Council answered present:

Aldermen: Jamie Mathy, David Sage, Mboka Mwilambwe, Amelia Buragas, Scott Black, Joni Painter, Diana Hauman, Kim Bray, Karen Schmidt, and Mayor Tari Renner.

Staff Present: David Hales, City Manager, Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens; Corporation Counsel, Cherry Lawson, City Clerk; Brendan Heffner, Chief of Police; Brian Mohr, Fire Chief; Scott Sprouls, IS Director, Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; and other City staff were also present.

**5. Recognition / Appointments**

- A. Presentation of the EMS Gold Mission Lifeline Award by Art Miller from the American Heart Association to the Bloomington Fire Department.
- B. Appointment of CoTinna Harris to the Human Relations Commission.
- C. Appointment of Victoria Harris to the Board of Zoning Appeals.
- D. Appointment of Michael O'Donnell to the John M. Scott Health Care Commission.
- E. Appointment of Dr. Drew F. Klein to the John M. Scott Health Care Commission.

F. Appointment of Lori Blankenship to the John M. Scott Health Care Commission.

## 6. Public Comments

Mayor Renner opened the meeting to receive Public Comment. The below individuals provided comments during the meeting.

Karla Bailey-Smith  
William C. Rau  
Gabe Cripe  
Emily Vigneri  
Robert Sutherland

Jeff Albe  
Mike Matekja  
Samantha Case  
Marie-Susan Angille

Rachel Iversen  
Abby Warfel  
Julie Prandi  
Stephen Brown

## 7. Consent Agenda

*Items listed on the Consent Agenda are approved with one motion, and is provided in **BOLD**, and items that Council pull from the Consent Agenda for discussion are listed with a notation **Pulled from the Consent Agenda**.*

**Motion by Alderman Painter seconded by Alderman Black, that the Consent Agenda be approved with the exception of items 7C and 7G.**

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

**Ayes: Aldermen Schmidt, Sage, Mathy, Mwilambwe, Buragas, Painter, Black, Hauman and Bray.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7A: Consideration of approving the Minutes of the July 10, 2017 Regular City Council Meeting. (Recommend that the reading of the minutes be dispensed with and the minutes approved as printed.)

The following was presented:

Item 7B: Consideration of Approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$ 4,676,983.52.

The following was presented:

Summary Minutes  
Bloomington City Council Regular Meeting  
Monday, July 24, 2017; 7:00 PM

Item 7C: Consideration of Approving Appointments and Reappointments to Various Boards and Commissions.

**Motion by Alderman Schmidt seconded by Alderman Hauman, that CoTinna Harris be appointed to the Human Relations Commission, that Victoria Harris be appointed to the Board of Zoning Appeals, and the appointment of that Michael O'Donnell, Dr. Drew F. Klein and Lori Blankenship be appointed to the John M. Scott Health Care Commission be tabled.**

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

**Ayes: Aldermen Schmidt, Sage, Mathy, Mwilambwe, Buragas, Painter, Black, Hauman and Bray.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 7D: Consideration of approving an Amendment to the previously approved Contract to purchase the four (4) parking lots owned by Frontier Communications south of the BCPA and east of East Street.

ORDINANCE 2017 – 60

AN ORDINANCE APPROVING AN AMENDMENT TO THE CONTRACT TO PURCHASE COMMERCIAL REAL ESTATE LOCATED AT 206 DOUGLAS STREET, 509 N. EAST STREET, 209 DOUGLAS STREET AND 222 E. MARKET STREET, ALL IN BLOOMINGTON, ILLINOIS

The following was presented:

Item 7E: Consideration of adopting an Ordinance approving an Amendment to the 2015 Amended and Restated Lease Agreement with the Public Building Commission and McLean County reducing the City's payment due under the lease for 2018 by \$73,983.00.

ORDINANCE 2017 – 53

AN ORDINANCE APPROVING AN AMENDMENT TO THE AMENDED AND RESTATED LEASE AGREEMENT

The following was presented:

Item 7F: Consideration of adopting an Ordinance approving petition(s) from the Westminster Village, Inc., for a vacation of a 40' Sanitary Sewer and Public Utility Easement and

dedication of a new Sanitary Sewer and Public Utility Easement and a Drainage Easement at Westminster Village, located south of Lincoln Street and west of Veterans Parkway and east of Mercer Avenue.

ORDINANCE NO. 2017 - 54

AN ORDINANCE APPROVING THE VACATION AND DEDICATION OF SEVERAL EASEMENTS AT WESTMINSTER VILLAGE

The following was presented:

Item 7G: Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property on a portion of the 100 Block of Main St. during the Brats and Bags Fundraising Tournament on August 4, 2017.

ORDINANCE NO. 2017 - 55

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY ON A PORTION OF THE 100 BLOCK OF MAIN ST. DURING THE BRATS AND BAGS FUNDRAISING TOURNAMENT

**Motion by Alderman Hauman seconded by Alderman Schmidt that an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol on Public Property on a portion of the 100 Block of Main St., during the Brats and Bags Fundraising Tournament on August 4, 2017, be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.**

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

**Ayes: Aldermen Schmidt Sage, Mwilambwe, Buragas, Black, Painter, and Bray.**

**Nays: None.**

**Recuse: Alderman Mathy.**

**Motion carried.**

The following was presented:

Item 7H: Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the Front Street Music Festival on August 19, 2017.

ORDINANCE NO. 2017 - 56

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE FRONT STREET MUSIC FESTIVAL.

The following was presented:

**8. Regular Agenda**

Item 8A. Consideration of adopting an Ordinance approving the Public Safety and Community Relations Board.

Mr. Jurgens reviewed some of the changes that had been made since the last time this was brought before the Council. Changes made to the Establishment and Purpose Provisions in Sections 1 were to emphasize on improving police and community relations. The language regarding the prohibition of current and former law enforcement remains in this version as well as the prohibition on anyone convicted of a felon from serving. There were some changes providing the Council with more input and oversight of this Board including: training and education standards as well as the rules of procedures that the Board will utilize as well as the brochures and posters that will be published by the Board.

Brochures and poster provisions were revised to clarify and to highlight that they are to demonstrate the resources available to complainants. Some other changes include: failing to recuse yourself when you have a conflict of interest, would be cause for removal. The revised ordinance no longer calls on the Board to study and issue reports on community relations, and also provides that no action of the Board shall be considered evidence of wrongdoing or vindication since the Board's review is limited to whether the proper investigation process was followed. This came from a request in terms of this being able to be used in subsequent similar criminal proceedings. They just clarify the ordinance, the limitations of the review process. We also provided that instead of periodic meetings with neighborhood groups, there will be quarterly meetings. These changes came from individual discussions with various Aldermen as we tried to see where the consensus might have built on this language.

**Alderman Black motioned to approve the item as presented.**

Mayor Renner stated when internal investigations involve physical harm, they had procedures for somebody outside the department to handle it. This would not be an oversight board, but an advisory board. Many mayors from the Conference of Mayors had indicated to him when they set these up, 25 to 40% of them never – even if people filed and they were not happy with the internal process, because the internal process did not change. They don't render a decision. Very often, when they went through it, they were able to mediate a situation.

Alderman Hauman stated, that she had spoken with people throughout the community--those who were supporting the proposed ordinance and those who did not. She had attended numerous meetings since first becoming aware of the interest in the Citizen's Review Board and now Community Relations Board at the Chief's Bimonthly Forum in early November of 2016.

She had seven points concerning the purpose, training, composition, confidentiality and selection. She was also concerned that item previously 8B was removed from an earlier version of the proposal that to her should have been the heart of the Board's responsibility. What was removed was that the PSCRB is empowered to periodically study and issue reports to the corporate authorities about police community relations and other issues which relate to community climate.

Alderman Schmidt inquired as to how the Board might work in conjunction with agencies and organizations in the community such as Mid-Central Community Action and Boys and Girls Club.

Mayor Renner explained how the application process would be handled for this Commission. Applications would be received by August 11, with Council having an opportunity to review them before a recommendation is made.

Alderman Black addressed Alderman Schmidt's point about how the group would interact with agencies indicating several phases. Phase I would be approval, Phase II would be who is on the Board and Phase III by ordinance would be review of procedures and rules. He expressed hope that what needed to happen was that they crafted in their rules and procedures, a mechanism for organizations, non-for-profits to be able to provide feedback and just institutionally make it crystal clear. He went on to say that he was hopeful that they would see a lot of positive things come from the group and his focus right now was to make sure that folks felt that there was an institution that was going to help them be heard. He recommended making a calendar item to revisit the process in twelve to eighteen months.

**Motion by Alderman Black seconded by Alderman Schmidt that the Ordinance Amending Chapter 25 of the City Code to Create a Public Safety and Community Relations Board be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

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

**Nays: Alderman Hauman.**

**Motion carried.**

The following was presented:

Item 8B: Consideration of an Ordinance approving a bond refunding of the 2004 Variable Rate Bonds in the amount of \$7,240,000.

Ordinance Number 2017-58

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF \$7,240,000 GENERAL OBLIGATION REFUNDING BONDS OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, FOR THE PURPOSE OF REFUNDING CERTAIN OUTSTANDING BONDS OF SAID CITY AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL TAX SUFFICIENT FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON SAID BONDS.

Ms. Silva provided a brief overview of this item. After a bidding process the City is recommending Commerce Bank who provided the lowest rates be awarded with the bid. They also had no covenants other than there's a slight change there that most people – this is a tax exempt placement.

**Motion by Alderman Schmidt seconded by Alderman Painter that the Bond Ordinance refunding outstanding general obligation demand bonds, series 2004, dated October 13, 2004 in the amount of \$7,240,000 be approved and authorize Mayor and City Clerk to execute the necessary documents.**

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

**Ayes: Aldermen Sage, Mathy, Schmidt, Mwilambwe, Buragas, Hauman, Black, Painter, and Bray.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8C: Consideration of Approving an Agreement with The Stone River Group for Energy Brokerage Services for an initial 3 year term with the option of extending the Agreement for additional terms as set forth in the City of Bloomington RFQ #2018-07 opened on June 16, 2017.

Mr. Rasmussen presented a PowerPoint on this item, and introduced Mr. Don Frontone, President of the Stone River Group. Mr. Rasmussen announced that this time the city would be going with a different group, the Stone River Group. Who was no stranger to them because they also use them for their larger municipal aggregations, and also they were being used in Normal.

Energy aggregation puts services together and then one broker is able to negotiate for the best possible rates which would be fixed as opposed to fluctuating with the market. We also will ask that we seek 100% renewable energy. We're required to do 10% by the State, but as the Council has asked before, we try to do 100% and as we begin our negotiation processes, we'll ask Stone River to do that as well.

He explained that there are two types of aggregation, one for large municipal buildings, and the second for residential, and that's what we call municipal aggregation. This year he mentioned that they were proposing that one broker do it all which gave them more negotiating ability, and also we're proposing using the same one that Normal uses so we'll have one community aggregator. The term of this is for three years. There is an option to extend that again for another three years. The compensation is .0005 cents per kilowatt hour which is paid by the suppliers. There are several advantages to this. One of which is that we have a number of communities here that are using the same aggregator. If we use the Stone River Group then we'll be doing the same one as Normal. In the past, what we've had is we've had some problems because some people will be right across the street from each other and they're getting different rates on their electricity. He spoke with officials with the Town of Normal, and they do not anticipate any change in their aggregator either.

He went on to answer some questions that had been asked before. How much this actually would cost? With the prior group it had cost .00075 cents per kilowatt hour or about \$114,000 for their services. With Stone River, it's .0005 which would amount to about \$75,000. He noted that it was not paid by the City or the rate payer but was it is paid by the provider. Secondly, that was asked was how much this actually saved and what it amounted to was historically \$300,000 that aggregation saved the City which ended up being about \$37.00 per rate payer.

He commented on Ameren rate which was at 5.369 per kilowatt hour, and showed fixed rate with the current aggregator was 5.66. It is less for Ameren. The first month that you see is May of 2013, and that shows you what the Ameren rate was, and then it shows you each month. Halfway down that page where you see the X's is where we started our current contract and there it was fixed with a home field at 5.669 cents per kilowatt hour. The Ameren rate fluctuates and sometimes it's been up as high as 6.7 and sometimes it goes down a lower amount, but we have a fixed rate then of 5.669 and which over a period of time, has saved considerable money for the City.

Alderman Mathy stated, his first thought is the rate was built into the price and being passed onto the citizens.

Alderman Mathy questioned why the City was not doing it themselves? He asked whether they decided that there was a reason why they had to do this, did they a minimum number of bids? Are there any guarantees that we're going to get a minimum number of bids to make sure we're looking at the widest gambit of options for everybody here?

Mr. Rasmussen stated answered stating, in this case he advocated using a broker to do it because it was so complicated and it moved so quickly, in particular, when you started talking about 100% renewable energy.

Mr. Frontone explained that Municipal aggregation as part of the contract was difficult because there were not a lot of companies that wanted to pursue it because it was individual residential customers. He said there were three that were proven and three from a rate structure that have proven time and time again to be the lowest in the market. They have a large aggregation themselves and so were able to pull their buying power. That's why there was a limited amount. They looked at the financial structure of those suppliers to make sure they were strong in the market and only had seven bids out of that group

Alderman Mathy stated, just as a reference point for his business, he had just signed a 48 month at 4.68. Did that mean that by combining them together, they we might actually be damaging themselves and the savings they could get because they had fewer bidders?

Mr. Frontone stated, on the commercial side of bidding it was an easier process. A lot more companies that participate in that space, and the municipal space, it's much more defined. Municipal aggregation from an opt out standpoint, anyone can opt out in the community that doesn't want to participate, but with an opt out structure, you can give everybody the ability to say yes or no. What you're providing is rate stability.

Mayor Renner stated that there were several additional people that wanted to speak and called for a motion to extend discussion by another ten minutes.

Alderman Schmidt motioned and Alderman Hauman seconded to extend the discussion of this item by 10 additional minutes.

Motion carried: (viva voce.)

Mr. Frontone stated, were all of the components of that price passed through so that that's the power only price? He had seen a 4% rate and it had nothing with it, and there were five other components to be included. Rates are down now because the renewable percentage is being phased over to the Ameren side where it used to be in the power price. That's now being shifted over to delivery. So prices are coming down because of that. That can be very reflective in the rate to be changing, but we won't go out for bid yet for a few weeks yet. It could be even lower, we don't know.

Alderman Sage opined that Council stated its position was to strive for 100% renewable, and not that impact the price that residents pays.

Alderman Schmidt stated, during public comment, Dr. Rao spoke on renewable energy resources as well, and about a church here in town who'd gone out on their own. He had a specific question about this contract, if they had the right under the contact to pursue some of their own renewable energy initiatives.

Mr. Rasmussen stated he would put Dr. Rao in touch with Mr. Frontone so to address his concerns.

Mr. Hales provided some background saying he remembered the wording was such that the City had the authority to do so, but it could also decline. There had been a large disparity with electric companies having much higher rates than today. There was more incentive and potential cost savings for residential homes and small businesses. Before we come back to you with any kind of recommendations on bids, a month or two ahead of time, come back and give you a report on what it is looking like. A lot of those issues will be discussed with the Council ahead of time so that you would be providing the policy guidance for what those parameters would be on any kind of bid acceptance in the future.

Alderman Schmidt stated that she would be reluctant to sign onto something that would keep them from doing some of their own exploration and using some of the great ideas they have in our community.

Alderman Black stated he just wanted to take a moment and reaffirm his commitment to Section B of the RFQ here about renewable energy. He noted that sometimes it does cost more money, but it's something that he thought was principal that he liked out of the electric aggregation, and he publicly supported that.

**Motion by Alderman Black seconded by Alderman Painter that the Agreement with The Stone River Group for Energy Brokerage Services be approved and that the City Manager and City Clerk be authorized to execute the Agreement.**

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

**Ayes: Aldermen Sage, Mathy, Schmidt, Mwilambwe, Buragas, Hauman, Black, Painter, and Bray.**

**Nays: None**

**Motion carried.**

The following was presented:

Item 8D: Consideration of approving an Annual Regional Service Agreement and invoice for payment to McLean County Regional Planning Commission (MCRPC) for Regional Planning Services in the amount of \$54,181.47 for the fiscal year July 1, 2017 through June 30, 2018.

Mr. Dabareiner explained that in 1962, Metropolitan Planning Organizations were formed and McLean County Regional Planning Commission was one of them. They developed a budget every year, \$500,000 to \$600,000. It is federal money that they operate under. Their portion of that worked out to be \$54,181.47 this year. Currently they are working on the Town of Normal Comprehensive Plan, and finishing up the Housing Study. Their emphasis is currently on transportation, and has been 75% or so of their effort every year. Staff recommended approval of the amount \$54,181.47.

**Motion by Alderman Schmidt seconded by Alderman Hauman that the Agreement with the McLean County Regional Planning Commission (MCRPC) for the Regional Planning Services Agreement in the amount of \$54,181.47 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Sage, Mathy, Schmidt, Mwilambwe, Buragas, Hauman, Black, Painter, and Bray.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8E: Consideration of adopting an Ordinance approving a Jurisdictional Transfer Agreement for a portion of Fox Creek Road between Oakland Avenue and Savanna Drive from Bloomington Township Road District to the City of Bloomington.

ORDINANCE 2017 - 59

AN ORDINANCE APPROVING A JURISDICTIONAL TRANSFER AGREEMENT  
FOR A PORTION OF FOX CREEK ROAD BETWEEN  
OAKLAND AVENUE AND SAVANNA DRIVE

Mr. Karch provided a brief update on the Fox Creek Bridge Project, 8E, which was a jurisdictional transfer. He indicated that they had spoken with the township and the county and that it was a small portion of property in the right of way that had been impacted because of the project. He indicated Danbury and the railroad, and the interstate bike road. Fox Creek to provide you some context from the Southwest part of the community. He said they had a signal going to Danbury, a cross section with two lanes in each direction complying with the other aspects of this street.

His intention was to provide an update on the conversation with the Illinois Commerce Commission and Union Pacific. Union Pacific, had protested the petition so it was taking a little bit more time than they would have liked. He indicated that the project was still on schedule to begin construction in the 2018 season but expressed concern that it would be closer to the end of the construction season but still in 2019. They have grade crossing protection funds for the project which is 60% of the eligible funding for the bridge.

**Motion by Alderman Sage seconded by Alderman Painter that an Ordinance be adopted and the associated Local Agency Agreement for Jurisdictional Transfer be approved for a section of FAU 6429, also known as Fox Creek Road, from 0.33 miles east of Oakland Road to 0.05 miles west of Savanna Drive and that the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Sage, Mathy, Schmidt, Mwilambwe, Buragas, Hauman, Black, Painter, and Bray.**

**Nays: None.**

**Motion carried.**

## **9. City Manager's Discussion**

Mr. Hales: Made a point that the motion earlier in the meeting was acting on the three J.M. Scott Commission Appointees, but there were still had two other appointments, one to the Board of Zoning Approval and the other to the Human Relations Commission. In talking with corporate Council, the Council could still act on those other two appointments that evening so inclined.

Mayor Renner: Said that as he understood Alderman Schmidt's motion, she was only pulling those three.

Alderman Schmidt: Stated that she had tabled those three, but they didn't approve the other two.

Mr. Hales: Confirmed that there was no action taken on the other two.

Alderman Schmidt: Made a motion that they approve the other two appointments to the Human Relations and Zoning Board.

Mayor Renner: Motion was seconded by Alderman Hauman. The motion carried 9 to 0. There were no nays.

Mr. Hales: Announced that he would give some time to Corporate Council.

Mr. Jurgens: Briefly updated the Council after speaking with the attorney for the trust, Tom Herr. He expected to have the documents drafted for their review by the end of the month. Perhaps in August we will be coming back to the Council for you to take a look at those revised trust documents.

He said he had relooked at the bylaws and should have caught this earlier but that the bylaws actually provide for four appointments so it was potentially still a little contradictory there, but they specifically said at the time the bylaws were created, those four appointments were from the Nurse's Association, Optometric Association, Mid-Central and United Way. The bylaws went on to say that future appointments were at the discretion of the Council. They might not be as in conflict as originally thought. He noted that those were things that they could come back as a Council and review.

## **10. Mayor's Discussion**

Mayor Renner announced that he was off for Japan. He thanked Alderman Mwilambwe and mentioned that they had been talking about the police review board, where I had come back from being away at the U.S. Conference of Mayors and the Council had said they wanted the police chief to come back and that they could have voted the same night.

So one of the things that Alderman Mwilambwe said was that you know at the time back when this had been first discussed, almost eight to nine months ago, there was some concern that their police chief did not get a chance to fully explain what was going on. He was confined to yes, no answers and there was understandably some very severe concerns over that.

## **11. City Aldermen's Discussion**

No comments were offered by the Council.

## **13. Adjournment**

**Motion made by Alderman Schmidt, seconded by Alderman Hauman to adjourn the meeting at 8:35 p.m.**

**Motion carried (viva voce).**

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk

**SPECIAL JOINT SESSION MEETING  
OF THE CITY COUNCIL  
AND THE  
BLOOMINGTON PUBLIC LIBRARY BOARD**

Osborn Conference Room  
305 East St., 2<sup>nd</sup>, Bloomington, IL 61701  
Monday, June 19, 2017; 5:15 PM

1. Call to Order

The Council convened in Special Session in the Osborn Conference Room, Bloomington Police Department at 5:45 p.m., Monday, June 19, 2017. The meeting was called to order by Mayor Renner.

2. Roll Call

Mayor Renner directed City Clerk Cherry Lawson to call the roll and the following members of Council answered present:

Aldermen Joni Painter, Diana Hauman, Mboka Mwilambwe, Jamie Mathy (Absent), Scott Black, Kim Bray, Karen Schmidt, David Sage, Amelia Buragas and Mayor Tari Renner.

Jeanne Hamilton called the roll of the Bloomington Public Library Board Members, and the following members of the Board answered present:

Board members: Alex Cardona, Alicia Whitworth, Julian Westerhout, Diane Hollister, Susan Mohr, Mike Rakes, and Van Miller.

Staff present: David Hales, City Manager; Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Jeanne Hamilton, Director of Library Services; and Austin Grammer, Economic Development Coordinator.

3. Public Comment

Mayor Renner opened the meeting to receive public comments. The following individual came forward to provide comments:

Donna Boelen

4. Joint Bloomington City Council and Bloomington Public Library Board Discussion on Bloomington Public Library Capital Improvement Infrastructure needs.

Ms. Hamilton stated she had met with the Council earlier in the year and gave a presentation. Since the presentation, on June 1st in a special meeting the Library Board discussed

the Bloomington Comprehensive Plan and the Downtown Plan and how the library fit into those. One of the things that we took away from that meeting was in the Bloomington Comprehensive Plan, people spoke a lot about the library. The existing library was built in 1976 and designed for a population of 41,000 people and in 2006, the library increased our space by 25% but our population is 87% greater than it was in 1976. Our circulation is 1.3 million each year, which is 82% higher than in 2006 and despite new E-books technology, only 5% of our circulation is made up of E-materials. Our reserve count is almost 1000 people daily and our program attendance of almost 17,000 people annually is 28% higher than 2006.

Mr. Cardona stated that we have been trying to make sure with our Board that we ground our thoughts, vision, mission and plans for expansion within the plan. We want to make sure that all of our services are aligned in a way to make sure that we not only represent all of our community, but we are also forward focusing in regards to all our outreach services within the building and outside of the building.

Alderman Buragas asked whether it makes sense for both Bloomington and Normal to be looking at expansion and/or building new facilities. Mayor Renner commented on a discussion he had with Mayor Koos regarding possible collaboration of services. However, there was no interest in sharing library services.

Ms. Hamilton stated, there are state statutes and that would allow for the dissolving the two municipal libraries and creating elected district library. Mayor Renner stated there does not appear to be any interest in elected Library Board, and merging of two employee groups into one.

Mr. Cardona stated that there was some discussion of the Library Boards considering that. For most residents, regardless of socioeconomic level, they do not see this as two separate entities, mainly because of the shared services that we have.

Ms. Hamilton and Mr. Westerhout commented on the lack of available parking in the downtown area. Ideally, people want to be able to be right in front of things.

Alderman Mwilambwe inquired about having adequate reading space for patrons. Ms. Hamilton stated, Farnsworth would not be building another BPCA level auditorium in our new building. There would be some economies of scale if we had partnered with Normal on a building. The newly constructed library would serve the population size, as it would be 128,000 people with the two areas combined and cities of that size generally have more than just one library.

Alderman Hauman commented on the construction of the library as it was built in 1976, then renovated 30 years later. She asked how long further expansion might last. Ms. Hamilton stated the renovations in 2006 did were insufficient for the size of the community. The proposed plan has a 20 year or more lifespan.

Alderman Sage thanked Ms. Hamilton and the Board for the undertaking of large-scale effort that the Board is undertaking.

Mr. Cardona commented on the strategic approach by the Board. That by revitalizing the area, it could appreciate the property values as well as bring focus on businesses, other entities, not-for-profits or even other civic services here. It does not all have to be at once.

Mayor Renner stated, Public Works would not have to all be moved at once.

Ms. Hamilton stated, she and the Board are seeking direction from Council at this time. If we know a timeline and have a goal, we can make fiscal decisions better on our end.

Alderman Sage asked if the phased approach allows the flexibility for the timeline to stretch out longer and could the phases potentially be divided into smaller subparts.

Mr. Cardona stated that they were hoping to structure this in a way that is agreeable to the majority and from a financial standpoint.

Alderman Black stated, this as a huge opportunity for our community. He feels that the Library Board is looking for feedback from the Council. He stated one thing he would like to see in the best-case scenario that you would see a combined library/city hall facility. That we are cutting down on some of the costs because when we look at our capital improvement plan and what our City's needs are, not just today but years from now, those sorts of challenges are not going to go away anytime soon. He stated he would be opposed to any type of branch in the library.

#### Combined Library and City Hall

Alderman Hauman asked what would be the potential for some private fundraising to help with the cost. Ms. Hamilton responded, the Board has factored in that end to their approach, and a conservative estimate would be \$2 million dollars. We have a plan to do fundraising, we have a foundation and that would be a vital part of this project.

Mayor Renner stated that we need to understand that there are a variety of different ways that this can be funded.

Alderman Mathy asked about the 42% increase in building size and what percent does that equal in operating cost. Ms. Hamilton stated that this had been looked at and there would be some increased staff. She stated that rough numbers would be \$400 to \$500,000 increase per year.

Alderman Mathy asked whether the approximate cost includes total buildout of the new library. Ms. Hamilton stated that it is everything from the library perspective but does not include what it would take to move Public Works.

#### Next Steps

Mayor Renner stated Council would need to provide direction to the Library Board at this time.

Mr. Hales stated there are multiple large projects included in this and it would be an excellent time to consider either library renovation or a new library together with things such as relocation of the Public Works Operation Center, Fire Station renovations and street resurfacing and also impact the comfort level threshold of what is the total net capacity you are willing to take on as a City and how we tie that in to projections as mentioned on operating deficits in the years ahead.

Mayor Renner ask for a consensus of Council in terms of where the new library should be constructed. A consensus of the Council requested to have the library remain in the downtown area of the City.

5. Adjournment

**Motion by Alderman Mathy seconded by Alderman Mwilambwe to adjourn. Time: 6:12 PM.**

**Motion carried (viva voce)**

**CITY OF BLOOMINGTON**

**ATTEST**

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Tari Renner, Mayor

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Cherry L. Lawson, CMC, City Clerk



**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$9,825,364.87.

**RECOMMENDATION/MOTION:** That the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$9,825,364.87, and orders drawn on the Treasurer for the various amounts as funds are available.

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

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

**FINANCIAL IMPACT:** Total disbursements to be approved \$9,825,364.87 (Payroll total \$4,558,258.85, Accounts Payable total \$4,137,521.70, and Electronic Transfers total \$1,129,584.32).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Jon C. Johnston, Procurement Manager

Recommended by:

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

David A. Hales, City Manager

**Attachment:**

- Bills, Payroll, and Electronic Transfers on file in the Clerk's office. Also available at [www.cityblm.org](http://www.cityblm.org).
- Summary Sheet Bills, Payroll, and Electronic Transfers

**CITY OF BLOOMINGTON FINANCE REPORT**

**Council of August 14, 2017**

**PAYROLL**

Date	Gross Pay	Employer Contribution	Totals
7/20/2017	\$ 1,384,790.32	\$ 369,039.22	\$ 1,753,829.54
7/21/2017	\$ 269,543.18	\$ 83,579.68	\$ 353,122.86
7/28/2017	\$ 277,264.69	\$ 84,717.53	\$ 361,982.22
8/3/2017	\$ 1,352,890.29	\$ 366,587.39	\$ 1,719,477.68
8/4/2017	\$ 283,149.17	\$ 85,619.27	\$ 368,768.44
			\$ -
7/25/2017-8/4/2017 Off Cycle Adjustments	\$ 797.88	\$ 280.23	\$ 1,078.11
		<b>PAYROLL GRAND TOTAL</b>	<b>\$ 4,558,258.85</b>

**ACCOUNTS PAYABLE**

Date	Bank	Total
8/14/2017	AP General	\$ 3,414,573.13
8/14/2017	AP Comm Devel	\$ 9,778.99
8/14/2017	AP IHDA	\$ 5,160.00
8/14/2017	AP Library	\$ 41,479.18
8/14/2017	AP MFT	\$ 79,679.10
7/27/2017-8/8/2017	Off Cycle Check Runs	\$ 586,851.30
	<b>AP GRAND TOTAL</b>	<b>\$ 4,137,521.70</b>

**PCARDS**

Date Range	Total
<b>PCARD GRAND TOTAL</b>	

**WIRES**

Date Range	Total
6/30/2017-8/2/2017	\$ 1,129,584.32
<b>WIRE GRAND TOTAL</b>	<b>\$ 1,129,584.32</b>

<b>TOTAL</b>	<b>\$ 9,825,364.87</b>
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Respectfully,

Patti-Lynn Silva  
Finance Director



**CONSENT AGENDA ITEM NO. 7C**

**FOR COUNCIL:** August 14, 2017

**SUBJECT:** Consideration of Approving Appointments to the Transportation Commission.

**RECOMMENDATION/MOTION:** That Angela Ballantini, Jill Blair, Maureen (Reenie) Bradley, Katherine Browne, Michael Gorman, Elizabeth Kooba, and Kelly Rumley be appointed to the Transportation Commission.

**STRATEGIC PLAN LINK:** Goal 4. Strong Neighborhoods.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4e. Strong partnership with residents and neighborhood associations.

**BACKGROUND:** The Mayor of the City of Bloomington has nominated and I ask your concurrence in the appointment of:

**Transportation Commission.** Angela Ballantini of 404 Seminary Avenue, Bloomington, Illinois 61701 to the Transportation Commission. Angela will be a charter member of this Commission and will be serving a one-year term which will be effective 8-14-17 and will expire 4-30-18. Application is on file in the Administration Office.

Jill Blair of 1610 Keybridge Way, Bloomington, Illinois 61704 to the Transportation Commission. Jill will be a charter member of this Commission and will be serving a three-year term which will be effective 8-14-17 and will expire 4-30-20. Application is on file in the Administration Office.

Maureen (Reenie) Bradley of 1 Sun Pointe Ct. Apt. B, Bloomington, Illinois 61704 to the Transportation Commission. Maureen will be a charter member of this Commission and will be serving a one-year term which will be effective 8-14-17 and will expire 4-30-18. Application is on file in the Administration Office.

Katherine Browne of 2705 Clearwater Ave, Bloomington, Illinois 61704 to the Transportation Commission. Katherine will be a charter member of this Commission and will be serving a two-year term which will be effective 8-14-17 and will expire 4-30-19. Application is on file in the Administration Office.

Michael Gorman of 1304 N Clinton Blvd, Bloomington, Illinois 61701 to the Transportation Commission. Michael will be a charter member of this Commission and will be serving a three-year term which will be effective 8-14-17 and will expire 4-30-20. Application is on file in the Administration Office.

Elizabeth Kooba of 5702 Sugarberry Ave, Bloomington, Illinois 61705 to the Transportation Commission. Elizabeth will be a charter member of this Commission and will be serving a two-year term which will be effective 8-14-17 and will expire 4-30-19. Application is on file in the Administration Office.

Kelly Rumley of 210 Fairway Dr, Bloomington, Illinois 61701 to the Transportation Commission. Kelly will be a charter member of this Commission and will be serving a three-year term which will be effective 8-14-17 and will expire 4-30-20. Application is on file in the Administration Office.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Mayor contacts all recommended appointments.

**FINANCIAL IMPACT:** Not applicable.

**COMMUNITY DEVELOPMENT IMPACT:** Not applicable.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Roster

**Transportation Commission - NEW COMMISSION - PROPOSED MEMBERSHIP!**

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip				Notes
x		Michael	Gorman				4	<a href="mailto:michael@michaelgorman.net">michael@michaelgorman.net</a>	1304 N Clinton Blvd	Bloomington	61701				initial 3 year term
x		Katherine	Browne				5	<a href="mailto:katebrowns09@gmail.com">katebrowns09@gmail.com</a>	2705 Clearwater Ave	Bloomington	61704				initial 2 year term
x		Angela	Ballantini				7	<a href="mailto:angie@ballantini.com">angie@ballantini.com</a>	404 Seminary Ave	Bloomington	61701				initial 1 year term
x		Elizabeth	Kooba				8	<a href="mailto:elizabethkooba@gmail.com">elizabethkooba@gmail.com</a>	5702 Sugarberry Ave	Bloomington	61705				initial 2 year term
x		Maureen (Reenie)	Bradley				3	<a href="mailto:Reenie.Bradley@gmail.com">Reenie.Bradley@gmail.com</a>	1 Sun Pointe Ct. Apt. B	Bloomington	61704				initial 1 year term
x		Jill	Blair				8	<a href="mailto:jill.blair.23@gmail.com">jill.blair.23@gmail.com</a>	1610 Keybridge Way	Bloomington	61704				initial 3 year term
x		Kelly	Rumley				5	<a href="mailto:kelqri@me.com">kelqri@me.com</a>	210 Fairway Dr	Bloomington	61701				initial 3 year term
	Staff	Phil	Allyn	Traffic Engineer					109 E Olive St	Bloomington	61701				

**Details:Ba**  
 Term: 3 years  
 Term Limit per City Code: 3 terms/9 years  
 Members: 7 members  
 Number of members the Mayor appoints: 7  
 Type: Internal  
 City Code: Ordinance 2017-49; Chapter 2, Section 30, Article XXVII  
 Required by State Statute: No  
 Intergovernmental Agreements: None  
 Funding budgeted from COB for FY2014:  
 Meetings: **To be established, at least one meeting per month to be held at a regular time and place**

Number of Vacancies: 7  
 Number of Expired Board Members: 0  
 Number of Expired Board Members Eligible for Reappointment: 0

**Appointment/Reappointment Notes:** Commission formed 6-12-17, Charter members presented for appointment 8-14-17

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## CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: August 14, 2017

**SUBJECT:** Ratification of Collective Bargaining Agreement with Local 193 of IATSE

**RECOMMENDATION/MOTION:** That the Collective Bargaining Agreement with Local 193 of IATSE be approved and ratified.

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

**STRATEGIC PLAN SIGNIFICANCE:**

Objective:     d: City services delivery in the most cost-effective, efficient manner.  
                  e. Partnering with others for the most cost-effective service delivery.

**BACKGROUND:** On January 26, 2017, IATSE and the City staff began negotiating the terms of a collective bargaining agreement to replace the agreement which expired on April 30, 2017. IATSE is the exclusive representative for Stagehands for the Bloomington Center for Performing Arts (BCPA). The expired agreement can be located at [www.cityblm.org](http://www.cityblm.org) under Human Resources in a folder titled Labor Contracts. The parties were able to reach Tentative Agreements on the following issues and the Union ratified the Tentative Agreements:

### Wages

**Section 10.1 Wages.** The parties agreed upon ratification of the agreement to increase base wages by .50 cents per hour. No retroactive pay. In addition, base wages on May 1, 2018 will increase by .50 cents per hour. The increase in both years will apply to all IATSE positions with exception of the Yellow Card Steward, which will remain unchanged.

### Miscellaneous Items

**Section 1.1. Recognition.** Updated section to reflect current position titles.

**Section 1.7 Fair Share.** Clarification of Fair Share amount paid by the IATSE employees.

**New Section Breaks.** Agreement to provide a fifteen (15) minute break for employees working a four to five hour shift.

**New Section Vacancy Notice.** Agreement to notify the IATSE Union Business Agent when hiring for Core Team members at the BCPA.

**New Section Employee List.** Agreement to provide a list of employees to the Union.

**Section 8.1 Staffing of Call Times.** The parties agreed to a minimum of four staff for each load in and load out of two (2) or more semi-tractor trailers. This call is subject to the call time minimum of four hours. The Holiday Spectacular is exempt from this requirement.

**Section 8.2 Call Time Minimums.** For Yellow Card Shows, presets and restores shall be handled as a separate call, subject to a two (2) hour call minimum. This will apply only if scheduling permits this being handled as a separate call. A Yellow Card Show is a Union show tour. Typically, the BCPA holds one or two Yellow Card shows each year.

**Section 8.6 Fitness for Duty.** Parties agreed to expand the ability to send employees for a Fitness for Duty exam.

**Section 8.9 Clocking In/Out.** Requirement for all employees to clock in and out.

**Article 9 Referral of Extra Help Stagehands.** Modified agreement between the parties when Extra Help Stage Hands are requested from IATSE. Such changes included:

- Expanding notice requirement to the Union for the need for Extra Help Stagehands.
- Ability for BCPA staff to contact Extra Help Stage Hands on payroll directly and ability to coordinate show staffing for these individuals with the Union.
- In the event the Union is unable to fill a show call, the BCPA has the ability to fill the positions with non-bargaining unit (IATSE) employees. In addition, the City has the ability to deviate from the contract provisions in order to meet the show requirement which shall include but is not limited to load in, set up and load out of the show.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City Council and IATSE.

**FINANCIAL IMPACT:**

The financial impact of the tentative agreements includes:

- Increase in hourly rates are expected to increase labor cost during the term of the contract by \$7,600, excluding rollup costs. These employees do not work a regular schedule. Therefore this estimate is based off of average hours worked over the past three years.

**COMMUNITY DEVELOPMENT IMPACT:** Not applicable

[Link to Comprehensive Plan/Downtown Plan Goals:](#)

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Angie Brown, Asst. Human Resources Manager

Reviewed by: Nicole Albertson, Human Resources Director  
Jay Tetzloff, Parks, Recreation and Cultural Arts Director

Financial & budgetary review by: Robert J. Nowak, Interim Chief Accountant

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- IATSE Local 193 Contract, May 1, 2017 – April 30, 2019

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**THE CITY OF BLOOMINGTON, ILLINOIS**

**for the**

**BLOOMINGTON CENTER FOR THE PERFORMING ARTS**

**and**

**LOCAL 193 OF THE INTERNATIONAL ALLIANCE OF**

**THEATRICAL STAGE EMPLOYEES, MOTION PICTURE TECHNICIANS, ARTISTS,**

**AND ALLIED CRAFTS OF THE**

**UNITED STATES AND CANADA, AFL-CIO**

**May 1, 2017 – April 30, 2019**

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This Agreement is entered into this 1<sup>st</sup> ~~12<sup>th</sup>~~ day of May, 2017~~14~~, by and between the City of Bloomington, Illinois (the "City") and Local 193 of the International Alliance of Theatrical Stage Employees, Motion Picture Technicians, Artists, and Allied Crafts of the United States and Canada, AFL-CIO (the "Union").

**WITNESSETH:**

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its employees; aid toward economical and efficient operations; accomplish and maintain the highest quality of work performance; provide methods for a prompt and peaceful adjustment of grievances; insure against any interruption of work, slowdown, or other interference with work performance; strengthen good will, mutual respect, and cooperation; and set forth the agreement covering rates of pay, hours of work, and other conditions of employment where not otherwise mandated by statute, to be observed between the parties to this Agreement; and

WHEREAS, the rights, obligations, and authority of the parties to this Agreement are governed by and subject to the Constitution and laws of the State of Illinois.

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1**

**RECOGNITION AND REPRESENTATION**

**Section 1.1. Recognition.** The City recognizes the Union as the sole and exclusive bargaining agent for all employees of the City of Bloomington working at the Bloomington Center for the Performing Arts in the following titles: ~~Stage Crew, Level I, Stage Crew, Level II, and Miscellaneous Technical Assistant Stagehands, Crew head, Up Rigger and Yellow Card Stewards,~~ , excluding all other City employees, including but

not limited to the ~~Technical Director (Manager) and Assistant Technical Director (Manager)~~, ~~Production Manager and Asst. Production Manager~~, as well as all employees defined by the Illinois Public Labor Relations Act as supervisors, professional employees, short-term employees, managerial employees, and/or confidential employees.

**Section 1.2. Employee.** The term “Employee” as used in this Agreement refers to a person employed by the City working at the BCPA in the bargaining unit described in Section 1.1. Recognition of this Article.

**Section 1.3. Extra Help Stagehand.** The term “Extra Help Stagehand” as used in this Agreement refers to an individual whom the City hires to perform work within the Union’s jurisdiction, pursuant to Article 9, Referral of Extra Help Stagehands, when the City’s regular complement of employees working in the classifications described in Section 1.1. Recognition, above is insufficient in number. Unless specifically exempted, all terms of this Agreement shall apply to Extra Help Stagehands.

**Section 1.4. Access by Union Business Representative.** The City agrees that the Business Representative or his/her appointed representative shall have the right to visit the establishment in conjunction with his/her duties with prior notification to the ~~Technical~~ **Production** Manager or his designee, and in compliance with Section 1.5. Union Business, below. Such visits shall only occur during the scheduled hours of bargaining unit employees.

**Section 1.5. Union Business.** Unless otherwise specifically provided in this Agreement, no Union business shall be conducted during the paid work time of any employee covered by this Agreement.

**Section 1.6. Union Assessments.** It is understood and agreed to by the City

and the Union that the City will deduct a six percent (6%) working assessment from the paychecks of Employees and Extra Help Stagehands who have signed the authorization provided in Section 1.6 (a) Union Assessment, below, provided the employee has a sufficient amount available in his/her paycheck. The City further agrees to remit to the Union all assessments so deducted from the Employee's paycheck within five (5) business days, accompanied by a statement containing the names of the Employees on whose behalf the remittance is being made, the amount of the deduction, and the gross earnings for the period covered by the deduction.

(a) "I hereby authorize the Employer to deduct from each of my paychecks an amount equal to six (6%) percent of my gross income and to forward that amount to the Union's office to cover my working assessments. This authorization is made voluntarily and is effective until withdrawn in writing by me, the Employee."

**Section 1.7. Fair Share.** During the term of this Agreement, any Employees who are not dues-paying members of the Union shall, as a condition of employment, either voluntarily authorize the withholding of a working assessment as set forth above in Section 1.6(a). Union Assessments, or, commencing thirty (30) days after their employment or thirty (30) days after the date this Agreement is executed, whichever is later, pay a fair share fee, 6%, to the Union for the costs of collective bargaining, contract administration, and other services pursuing matters affecting wages, hours, and other conditions of employment rendered by the Union as the exclusive representative of the employees covered by this Agreement. The fair share fee shall not exceed the amount of the working assessment set forth above in Section 1.6(a). Union Assessments. Upon request from the City, the Union will provide proof that an employee is not paying dues or fair

share.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedure set forth in this Agreement.

**Section 1.8. Indemnification.** The Union shall indemnify and hold harmless the City, its elected representatives, officers, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the City for the purpose of complying with the provisions of this Article.

## ARTICLE 2

### JURISDICTION OF UNION

**Section 2.1.** Only bargaining-unit Employees may perform work falling within the Union's jurisdiction as described in this Article, except as expressly otherwise provided in this Agreement.

**Section 2.2.** The Union has jurisdiction over the following work for all events occurring at the BCPA or on its grounds, and for all events occurring off-site that are sponsored by or affiliated with the BCPA or to which bargaining unit Employees are assigned, other than off-site events that are de minimis in nature which may be staffed by the ~~Technical~~ **Production** Manager or Assistant ~~Technical~~ **Production** Manager and up to two (2) additional employees who shall not be members of any other City bargaining unit. Nothing in this section shall prevent students from assisting bargaining unit employees in non-

paid ticketed events so long as no bargaining unit members are displaced: theatrical rigging, theatrical carpentry, theatrical electrical/lighting, audio/sound, properties, wardrobe/hair and make-up/dressers, audio-visual/projection, spotlight operation, truck loading and unloading of equipment, set-up (or "Load-in") operation, performance, rehearsal, and teardown (or "Load-out") of all equipment including, but not limited to scenery, theatrical soft goods, properties, wardrobe, lighting equipment, sound equipment, electrical effects, spotlights, sound accessories, video tape equipment, audio-visual projection equipment, lasers and pyrotechnics, stage carpentry, rigging, autofly and hydraulic/mechanical effects, stage-related computer operations, projection screens, projection screen masking, and staging, including platforms, risers, portable stages, and production-related scaffolding. Notwithstanding the above, the **Technical Production** Manager and Assistant **Technical Production** Manager may continue to perform non-event-related work that they have traditionally performed. Non-event-related work falling within the existing jurisdiction of other labor organizations (such as auditorium lighting and seating; wedding or non-performance related events) shall be excluded from the Union's jurisdiction.

Work required for non-production events, which are defined as events not requiring cued lighting, audio, or projection, may be staffed by non-bargaining unit personnel. The Holiday Spectacular will be staffed by bargaining unit personnel, but assistance may be provided by non-bargaining unit personnel so long as no Crewhead employees are displaced.

**Section 2.3.** At such times when preparatory, production, or theatrical maintenance work is required, front or rear of house, the respective head or heads of depart-

ments will be called. The assembling of sound or electrical equipment, scenery, or properties shall at all times be done by Employees covered by this Agreement. The term “theatrical maintenance” shall include work performed on the fly rail system, rigging, audio system, lighting control, and stage lighting.

**Section 2.4.** The Union shall designate an Employee as a Working Steward who shall receive the Crewhead hourly rate for all hours. The Steward shall remain on the call for the entirety of the engagement, from first call through last call of the day. For purposes of Yellow Card shows, the Steward will provide administrative function only at the Steward hourly rate.

### **ARTICLE 3**

#### **NON-DISCRIMINATION**

In accordance with applicable Federal or State law, and City ordinance, the City and the Union shall not discriminate in the application of the provisions of this Agreement against any Employee covered by this Agreement on the basis of sex, religion, creed, national origin, age, disability, sexual orientation or union affiliation. Employees asserting a violation of this Article may process their grievance up to, but not including, binding arbitration.

### **ARTICLE 4**

#### **MANAGEMENT RIGHTS**

**Section 4.1. Management Rights.** It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the City in all of its various aspects. Among the rights retained by the City are the City's rights to direct the working forces, including but not limited to make and implement decisions with respect to

the following matters without having to negotiate over decisions or the effects of such decisions: the right to plan, direct and control all the operations and services of the City; to determine the methods, means, organization and number of personnel by which such operations and services are to be conducted; to determine whether goods or services shall be made or purchased; to relieve employees due to lack of work or for other legitimate reasons; to make, alter and enforce rules, regulations and policies; to change or eliminate existing methods, equipment or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

**Section 4.2. Act of God/Force Majeure.** Nonperformance by either party will be excused to the extent that performance is rendered impossible by fire, flood, tornado conditions, riots, civil disorder, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party, provided that the nonperforming party gives prompt notice of such conditions to the other party and makes all reasonable efforts to perform.

## **ARTICLE 5**

### **GRIEVANCE PROCEDURE**

**Section 5.1. Definition and Procedure.** A grievance is a dispute or difference of opinion raised by the Union against the City, involving the meaning, interpretation or application of the express provisions of this Agreement. A grievance shall be processed in the following manner:

**STEP 1:** A grievance shall be submitted in writing to the appropriate immediate non-bargaining unit supervisor. The grievance shall contain a full

statement of all relevant facts, the provision(s) of the Agreement which are alleged to have been violated, and the relief requested. To be timely, the grievance must be presented no later than thirty (30) calendar days from the first date of the occurrence of the matter giving rise to the grievance or thirty (30) calendar days after the Union, through the use of reasonable diligence, could have obtained knowledge of the first occurrence of the event giving rise to the grievance. The supervisor or his/her designee shall then attempt to adjust the matter and shall respond in writing within ten (10) calendar days of receipt of the written grievance.

STEP 2: If the grievance is not settled in Step 1 and the Union desires to appeal, it shall be referred by the Union in writing to the Human Resources Director within ten (10) calendar days after the designated Supervisor's answer in Step 1. The HR Director, or designee, shall make such investigation of the facts and circumstances as the HR Director, or designee, deems necessary, and may meet with the Union representative. If the grievance is settled, the settlement shall be reduced to writing and signed by the Human Resources Director, or his or her representative, and the Union. If no settlement is reached the Human Resources Director, or his or her representative, shall give the City's written answer to the Union within ten (10) calendar days after the date of the meeting, or, if there is no meeting, within fourteen (14) calendar days after the written grievance was received by the HR Director, or representative.

**Section 5.2. Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Union may refer the grievance to arbitration, with written notice to the City, within fourteen (14) calendar days after receipt of the City's answer in Step 2, or within fourteen (14) calendar days of the time when such answer would have been due. The parties shall attempt to agree upon an arbitrator within ten (10) business days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said ten (10) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators, all of whom shall be from the National Academy of Arbitrators who reside in Illinois, Indiana or Wisconsin. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the City and the Union shall have the right to strike one (1) name from the panel. The party striking first shall be determined by coin toss. The parties shall continue the strike process until one name remains. The remaining person shall be the arbitrator. The arbitrator shall be notified of his or her selection by a joint letter from the City and the Union requesting that he or she set a time and place, subject to the availability of the City and Union representatives. The City and the Union have the right to request the arbitrator to require the presence of witnesses and/or documents. The City and the Union retain the right to employ legal counsel.

**Section 5.3. Authority of Arbitrator.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provision(s) of the Agreement. The arbitrator shall be empowered to issue a decision concerning only the

issue raised by the grievance as submitted in writing at Step 1 and shall have no authority to make a decision on any other issue not so submitted to him or her. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws and rules and regulations having the force and effect of law. Unless otherwise jointly instructed by the City and the Union, the arbitrator shall submit in writing his or her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision shall be based solely upon his or her interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. If the decision or award of the arbitrator is rendered within the limitations of this Section, the decision of the arbitrator shall be final and binding on all parties.

**Section 5.4. Expenses of Arbitration.** The fee and expenses of the arbitrator and the cost of a written transcript shall be divided equally between the City and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 5.5. Time Limit for Filing.** No grievance shall be entertained or processed unless it is submitted within thirty (30) calendar days after the occurrence of the event giving rise to the grievance or within thirty (30) calendar days after the Union through the use of reasonable diligence should have obtained knowledge of the occurrence of the event giving rise to the grievance.

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified

time limit or any agreed extension thereof, it shall be considered settled on the basis of the City's last answer. If the City does not answer a grievance or an appeal thereof within the specified time limit, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the City and Union representatives involved in each step.

## ARTICLE 6

### NO STRIKE – NO LOCKOUT

**Section 6.1. No Strike.** During the term of this Agreement, there shall be no strike, sympathy strike, sit-down, slowdown, boycott, concerted stoppage of work, or other intentional, concerted interferences with the operations of the City. Any or all employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City. In the event of a violation of this Section of this Article, the Union shall immediately notify the employees that the action is unlawful and was neither called by nor sanctioned by the Union. During the term of this Agreement only, if I.A.T.S.E. organizes another bargaining unit at the BCPA, at the Union's written request within six (6) months of certification, the parties will reopen only this Section of the Agreement for renegotiation.

**Section 6.2. No Lockout.** The City will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Union.

**Section 6.3. Penalty.** The only matter which may be made the subject of a grievance concerning disciplinary action imposed for an alleged violation of Section 6.1. No Strike above, is whether or not the employee actually engaged in such prohibited conduct. The failure to confer a penalty in any instance is not a waiver of such right in any

other instance nor is it a precedent.

**Section 6.4. Judicial Restraint.** Nothing contained herein shall preclude the City or the Union from obtaining judicial restraint and damages in the event the other party violates this Article.

## **ARTICLE 7**

### **DISCIPLINE**

**Section 7.1. General Principles.** Discipline will only be imposed upon non-probationary employees for just cause. Disciplinary action or measures may include, among other things, oral reprimand, written warning, suspension (with or without pay) and/or termination. The City recognizes the basic tenets of progressive discipline and, where appropriate, will follow a policy of progressive discipline for occurrences or disciplinary infractions. The progressive disciplinary processes outlined in the City's Handbook and Discipline Guidelines, as may be changed from time to time, will be observed in the administration of disciplinary action. Prior to actual imposition of suspension without pay or termination, the employee shall be afforded an opportunity to respond to the conduct giving rise to possible disciplinary action. Furthermore, upon request of the employee, a representative of the Union (steward) shall be allowed to be present during such discussions, if he/she is reasonably available.

## **ARTICLE 8**

### **SCHEDULING AND WORKING CONDITIONS**

**Section 8.1. Staffing of Call Times.**

(a). Yellow Card Events. Employees shall confine their services to their respective department, i.e. Flyperson to fly floor, on Yellow Card events. Notwithstanding any other provision of this Agreement, the City shall honor any Yellow Card agreement and shall not call for fewer employees to be used than called for on the “yellow card.” For yellow card shows, wardrobe shall be a separate call.

(b). Non-Yellow Card Events. It is agreed by the parties to this Agreement that for any attraction not under the provisions of a Yellow Card, the numbers and classifications of personnel required to staff such attractions shall be determined by the City in conjunction with the management of the attraction involved, provided the City maintains safe working conditions and safe crew numbers at all times.

For attractions carried on two (2) or more semi-tractor trailers, the City agrees to staff four (4) truck loaders subject to call time minimums who will not be expected to join the regular crew after trucks are unloaded/loaded. “Holiday Spectacular” is exempt from requiring truck loaders

**Section 8.2. Call Time Minimums.** For non-yellow card events occurring at the BCPA, minimum call times shall be four (4) hours each for load-ins and load-outs, provided the employee has a break in service and is called back for the load-out. If there is no break in service, the employee shall be paid a four (4) hour minimum for the load-in and straight time for work completed thereafter. Such minimum call times shall not apply to educational or Creativity Center events.

If an employee assigned to work an event is unexcused late by more than 15 minutes for a particular call, he/she will not be eligible for a minimum for that call and will

receive payment for only those hours actually worked.

Call times will be set by the City. For pay purposes, time will start at the announced call time or when the individual employee checks in for work, whichever is later, and shall end when the individual employee checks out after work.

For Yellow Card shows, unless scheduling prevents, presets and restores shall be handled as separate calls, subject to a two (2) hour minimum.

**Section 8.3. Performance Times.** In the event of a multiple show run, a performance is defined as lasting from one-half (1/2) hour before doors (upon the house being opened for audience seating) until the final curtain. A post-performance grace period of fifteen (15) minutes is allowed for the purpose of clean-up or reset only.

**Section 8.4. Cancellation.** In case of a cancellation, except by Act of God or any unavoidable accident, all Employees called and reporting to work the event, performance, preview, rehearsal, and/or taking in, hanging, or taking out shall be paid pursuant to Section 8.2. Call Time Minimums, or applicable yellow card agreement, unless twenty-four hours' notice of cancellation has been given.

**Section 8.5. Meal Period.** All employees shall be granted an unpaid lunch period if they work five or more consecutive hours. All attempts shall be made to schedule the meal period to begin after the third hour of work, but in no event shall such lunch period begin later than the fifth hour after the beginning of an employee's shift. In the event the meal period is 30 minutes or less, employees will be paid and a fresh meal will be provided. If an employee does not receive his meal period as provided in this Section, he shall be paid one additional hour of pay at his regular hourly rate of pay.

**Section 8.6 Breaks** The City will provide a fifteen (15) minute break near the mid-point of each four to five hour shift. The rest period may not be used to cover late

arrivals or early departures, nor are there any penalties if the breaks are not taken.

**Section 8.7. Fitness for Duty.** If there is any question concerning an Employee's fitness to return to duty following a layoff or leave of absence ~~or to continue work~~, the City may require, at its expense, that the employee have an examination by a qualified and licensed medical professional(s) selected by the City. If the City determines that an employee is not fit for duty based on the results of such an examination(s), the City may place the employee on an unpaid leave of absence. The City reserves the right to require pre-employment physicals, at City expense.

**Section 8.8. Training.** Employees may be required to attend compliance training. In addition, no employee will be allowed to operate or set up any and all BCPA equipment unless first trained by the BCPA ~~Technical Production~~ Manager or Assistant Manager. Once training is complete, the ~~Technical Production~~ Manager or Assistant ~~Technical Production~~ Manager will inform the Union Steward that the employee is authorized to operate the equipment appropriately and safely. Employees will be paid at their regular hourly rate of pay to attend any mandatory BCPA training.

**Section 8.9. Introductory Period.** The introductory period for all employees covered by this Agreement shall be four (4) shows or productions. Introductory employees may be disciplined or terminated without cause and without recourse to the grievance procedure.

**Section 8.10. Clocking In/Out.** All ~~employees Extra Help Stagehands~~ assigned to work a performance at the BCPA shall punch in prior to commencing work and punch out after work using the City's time clock system.

**Section 8.11. Timesheets.** The Local 193 Business Representative, or designee, shall submit a fully completed billing worksheet to the Technical Manager, or designee, within three (3) business days after each performance worked by Extra Help Stagehands. If there is a discrepancy between the time clock record and the timesheet, the time clock record shall apply.

**Section 8.12. Criminal Background Investigations.** The City may conduct criminal background investigations, as deemed necessary and appropriate.

**Section 8.13. Safety.** The City agrees to provide reasonable safeguards for employees covered by this agreement at all times.

**Section 8.14. Workers' Compensation.** Employees will be covered by the City's Workers' Compensation insurance policy.

**Section 8.15. Drug and Alcohol Testing.** Employees shall be covered by the City's Drug and Alcohol Policy and Procedure, as it may exist from time to time.

**Section 8.16. Americans with Disabilities Act.** Notwithstanding any other provisions of this Agreement, it is agreed that the City has the right to take any actions needed to be in compliance with the requirements of the Americans with Disabilities Act.

## ARTICLE 9

### REFERRAL OF EXTRA HELP STAGEHANDS

When the City requires Extra Help Stagehands to perform work within the jurisdiction of the Union, BCPA management shall notify the Union, who shall refer Extra Help Stagehands as provided in this Section. Prior to using Extra Help Stagehands, such calls shall first be filled with City bargaining unit employees.

BCPA management shall place all calls for Extra Help Stagehands with the Union

at least ~~two (2)~~ three (3) weeks prior to the event. BCPA management shall ~~place the call to the Union and shall not notify~~ have the ability to contact the Extra Help Stagehands, on payroll and will coordinate staffing of the Extra Stage Hands with the Union, individually or directly.

The City shall periodically provide to the Union a list of Extra Help Stagehands ~~qualified to perform the work and~~ with the contact information provided by the Extra Help Stagehands. Whether any individual contacted for a call is deemed to have timely responded or to be available to work such call shall be in the sole discretion of the Union. The Union may fill multiple calls for an event or events at the same time. An Extra Help Stagehand lower on the seniority list may be used before an individual higher on the list in the case of special skill requirements and/or for continuity of personnel between calls for an event. Should the City's seniority list be exhausted before the call is filled, the Union shall be given the opportunity to refer additional applicants for work, and the City will give such applicants due consideration. The Union agrees to furnish competent, able-bodied personnel to perform work covered by this Agreement.

The Union shall use best efforts to provide the City with a list of all Extra Help Stagehands who will fill the call, who have met all City pre-hire requirements, within one (1) week ~~two (2) business days~~ prior to the performance. If the Union cannot fill the call for a Yellow Card show, it shall notify the City one (1) week prior to the performance date and allow the City to fill any vacant positions with non-bargaining unit (IATSE) employees. The City may deviate from the contract provisions, in order to meet the show requirements, which shall include, but is not limited to the load in, set up and load out of the show. In the event, non-bargaining unit (IATSE) employees are utilized they will not be

required to contribute Fair Share as outlined in Section 1.7 Fair Share.

Any staffing functions performed by the Union are not subject to the grievance procedure.

## ARTICLE 10

### WAGES

#### Section 10.1. Wages.

Effective upon contract ratification:

Stagehands - \$18.50/hr  
Crew Head\*, Up Rigger - \$19.50/hr  
Yellow Card Steward - \$30.50/hr

Effective May 1, 2018:

Stagehands - \$19.00/hr  
Crew Head\*, Up Rigger - \$20.00/hr  
Yellow Card Steward - \$30.50/hr

~~Effective May 1, 2016:~~

~~Stagehands - \$18.00/hr  
Crew Head\*, Up Rigger - \$19.00/hr  
Yellow Card Steward - \$30.50/hr~~

\* Crew heads shall include head carpenter, head electrician, head flyman/deck-hand, head audio, head wardrobe or head props.

Section 10.2. Overtime. Straight time is paid for the first ten (10) hours worked per day (meal breaks excluded) and the first forty (40) hours worked per week.

One and one-half times the employee's regular hourly rate shall be paid for hours worked:

- a. After 40 hours in a work week.
- b. After ten (10) hours in one day.
- c. On the specific holidays stated below (not City-observed day of

holiday).

d. Between the hours of midnight and 6:00 a.m.

**Section 10.3. Rounding.** Work time on which compensation is based shall be rounded to the nearest quarter hour.

**Section 10.4. Holidays.** Holidays shall consist of New Year's Day, Martin Luther King Jr. Day, Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Eve, and Christmas Day.

**Section 10.5. No Pyramiding.** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement, with the exception of a meal period penalty, pursuant to Article 8, **Section 8.5. Meal Period.**

## ARTICLE 11

### GENERAL PROVISIONS

SECTION 11.1 Vacancy Notice. When the City requires the hiring of additional Core Team employees for the positions defined in **Section 1.1. Recognition**, the City shall notify the Union Business Agent by email that such vacancies exist.

Section 11.2 Employee List. Upon request of the Union the City shall supply a list of employees covered by this agreement.

## ARTICLE 12

### SUCCESSORS AND ASSIGNS

The Union acknowledges that the City has the management right to sell, or to enter into a long term (4 months or longer) agreement to rent, lease, assign and/or transfer the operation or occupation of the BCPA, without any duty to bargain with the Union. Should the City choose to exercise such rights, this Agreement shall be binding on its renter, lessee, assignee, successor or transferee, to the fullest extent provided by existing successorship law.

## ARTICLE 13

### ENTIRE AGREEMENT

This Agreement constitutes the complete and entire Agreement between the parties and concludes the collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with express terms of this Agreement.

The City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this

Agreement, including the impact of the City's exercise of its rights as set forth herein on wages, hours or terms and conditions of employment. In so agreeing, the parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

#### **ARTICLE 14**

##### **SAVINGS CLAUSE**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable laws, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

#### **ARTICLE 15**

##### **TERM AND EFFECTIVE DATE**

This Agreement shall be effective from the day after it is executed by both parties and shall remain in effect until 11:59 P.M. on April 30, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date, unless otherwise agreed by the parties.

Notwithstanding any provision of this Article or Agreement to the contrary, this

Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless it is terminated by operation of law or either party gives at least thirty (30) days written notice to the other of its desire to terminate this Agreement, so long as such notice is provided after the stated expiration date of this Agreement.

Executed this \_\_\_\_ day of ~~May, 2014~~ July, 2017, after ratification first by the Union membership and receipt of official approval by the Mayor and City Council.

**Local 193 of the International Alliance of Theatrical Stage Employees, Motion Picture Technicians, Artists, and Allied Crafts of the United States and Canada, AFL-CIO**

\_\_\_\_\_  
\_\_\_\_\_

**City of Bloomington, IL**

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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

**Side Letter**

**Scottish Rite and American Passion Play**

The Union and the City acknowledge that, pursuant to the purchase contract between the City and the Ancient Accepted Scottish Rite Valley of Bloomington, Inc., dated June 19, 2001, the Scottish Rite and American Passion Play, Inc., have certain rights to use the BCPA facility for performances of the American Passion Play and for semi-annual Scottish Rite reunion events. In recognition of the historical relationship between Scottish Rite, American Passion Play, and the BCPA facility and the civic contribution of both organizations, the Union agrees that work otherwise falling within its jurisdiction under the terms of this agreement in connection with American Passion Play performances and rehearsals and semi-annual Scottish Rite reunion events shall not be subject to the parties' collective bargaining agreement. The parties further agree that, in the event that either the Scottish Rite or American Passion Play expand their use of the BCPA facility beyond their use in the year immediately preceding execution of the parties' current collective bargaining agreement, this side agreement shall become void and immediately open for renegotiation by the parties.

Union

City of Bloomington, Illinois

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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



**CONSENT AGENDA ITEM NO. 7E**

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of approving the purchase ammunition for Bloomington Police Department utilizing State Bid/Contract #4017592 in the amount of \$62,210.

**RECOMMENDATION/MOTION:** Recommend approving the purchase of 100 cases (1,000 rounds per case) of 5.56mm rifle ammunition (Winchester #Q3131) for \$35,200; 100 cases (1,000 rounds per case) of .40 caliber pistol ammunition (Winchester #Q4238) for \$24,100; and 10 cases (1,000 rounds per case) of .40 caliber duty ammunition (Winchester #RA40T) for \$2,910 from Ray O'Herron Company Inc. in the total amount of \$62,210 (shipping included), and authorize the Purchasing Manager to issue a Purchase Order for same.

**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:** To continue the foundation of firearms training, the Bloomington Police Department firearm instructors continue to enhance officers skillsets with both the .40 caliber pistol and the .223 (5.56) AR15 rifle. The current training methodologies and practices are needed to improve and maintain officers' confidence and abilities responding to emergency situations that require handguns and/or rifles. Note, ammunition purchased on this order is for outdoor use only and will not be used in the indoor range. The purchase is made through State Bid/Contract #4017592.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** See attached.

**FINANCIAL IMPACT:** Funds are budgeted in the FY 2018 Budget in the Police-Other Supplies account (10015110-71190). Stakeholders can find this is in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 262.

**COMMUNITY DEVELOPMENT IMPACT:** Not applicable

[Link to Comprehensive Plan/Downtown Plan Goals:](#)

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Dan Donath, Sergeant  
Reviewed by: Brendan O. Heffner, Chief Of Police  
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:**

- Ray O'Herron - State of Illinois Contract Summary.

# State of Illinois Ammunition Contract



**WINCHESTER**  
A M M U N I T I O N

**SIMUNITION**

- 3 cases minimum for free freight on Winchester Ammunition.
- 1 case minimum for free freight on Simunition Marking Cartridges.

## State of Illinois Ammunition Contract Pricing No. PSD4017592

### WINCHESTER

Item	Unit	Description	Unit Price
Q3131	1000 rds	5.56mm, 55GR, FMJ	\$352.00
RA12RS15	1000 rds	12 GA, RIFLED SLUGS, RANGER	\$463.00
RA1200	1000 rds	12 GA, 00 BUCK,9 PELLET	\$379.00
X38S7PH	1000 rds	38 SPEC+P, 125 GR, JHP	\$301.00
Q4238	1000 rds	40 S&W, 180 GR, FMJ	\$241.00
RA40T	1000 rds	40 S&W, 180 GR, JHP	\$291.00
RA9115HP+	1000 rds	9MM LUGER+P+, 115GR, JHP	\$231.00
RA9T	1000 rds	9MM LUGER, 147 GR, JHP	\$250.00

### SIMUNITION

Item	Unit	Description	Unit Price
550100+color	100 rds	FX Marking Cartridge .38 cal, available in Red or Blue	\$57.20
550100+color	500 rds/case	FX Marking Cartridge .38 cal, available in Red or Blue	\$286.00

(3) cases minimum for free freight on Winchester Ammunition. Winchester is estimating delivery 9-12 months ARO+/-

(1) case minimum for free freight on Simunition Marking Cartridges

ALL ORDERS SHOULD BE FULL CASE AMOUNTS—PRICING EFFECTIVE 11/15/2013 through 11/14/2017

NOTE—Orders must be received in writing before shipment is approved.

**RAY O'HERRON**  
Suppliers of Public Safety Equipment Since 1964 CO., Inc.  
[www.oherron.com](http://www.oherron.com)

If you have any questions, please contact us at:

**800-223-2097**

or email:

[rayoherron@oherron.com](mailto:rayoherron@oherron.com)



## CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of approving the purchase of a replacement Records Management Software for the Fire Department.

**RECOMMENDATION/MOTION:** That Council approves the purchase of the software agreement with ImageTrend Incorporated (through General Service Administration (GSA) Contract #GS-35-365DA valid through 6/15/21) for installation and implementation of ImageTrend Elite fire record management system in the amount of \$97,457.31 be accepted, and authorize the City Manager and City Clerk 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 Fire Department has been utilizing *Firehouse* Software platform as its record management system for our Fire/Emergency Medical Service (EMS) reporting requirements, as well as; staff scheduling and rostering, hydrant maintenance, pre-plan information, training and certification tracking. This software was one of the top rated software systems when chosen back in 2000 and served us well for many years, however, multiple acquisitions have proven to be detrimental to the continued development of this platform and the quality of their support.

We have been working with *Firehouse* for the past two years on the latest upgrades to the system to improve report writing efficiencies and prepare our system to submit IDPH (Illinois Department of Public Health) mandated reports in the National Emergency Medical Service Information System (NEMSIS) 3 format. During that time, we have experienced numerous issues to both functionality and performance to the system. The *Firehouse Software* platform is stable today, but a number of issues remain that make using the system frustrating to the end-users and ads many hour a week to complete required reports.

Other performance issues include:

- Slow viewing/adding/printing attachments to an EMS report (increasing staff time)
- Slow text entry when adding narratives/procedures/medications (increasing staff time)
- Periodic shutdown of the CAD import process which automates the creation of the reports from dispatch
- Occasional periods where the system is inaccessible

*Firehouse* Software was developing a module to meet the NEMSIS 3 requirements named *Firehouse Medic*. The upgrade to the system was to provide a preferred transition to this new module and allow us to begin reporting in NEMSIS 3 format. Many target dates for the release of

this module were missed by *Firehouse* and ultimately, we did not meet the IDPH deadline of December 1, 2016.

Throughout this period, we struggled to get effective support in a timely manner. This led to multiple calls to support supervisors, account representatives and vice presidents to eventually get the help we needed to at least have a functional system for our staff to use.

### **Benefits of Image Trend Elite**

The smart dashboard and real-time validation further improves productivity by allowing flexibility and reducing inaccuracies. Image Trend Elite is the first solution to both Receive & Process and Collect Data compliance certification for NEMSIS 3, Elite connects multiple disciplines with a single platform and integrates with other systems to aid data sharing and submission.

- Ability to customize Fire/EMS data entry screens for state, regional, and local data elements
- Extensive real-time data validation to increase the quality of the information collected
- Integration with existing Computer Aided Dispatch, EKG Devices
- Improve integration and workflow with current Billing agency reducing the cost of billing services by \$10,000 a year
- Ability to electronically transfer patient information to hospitals
- Supports multiple hardware platforms, including tablets to use at the scene, improving the speed and accuracy of data entered
- All patient information and signatures can be collected electronically, decreasing paper forms and potential HIPAA violations.

### **COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

**FINANCIAL IMPACT:** The Fiscal Year 2018 Budget includes \$80,000.00 in the Capital Lease – Capital Outlay Office & Computer Equipment account (40110137-72120) for the purchase of this system. The remaining amount of \$17,457.31 will be absorbed in the Capital Lease from other savings. Stakeholders can locate this in the FY 2018 budget book titled “Adopted Other Funds Budget” on pages 101, 102 and 105.

**COMMUNITY DEVELOPMENT IMPACT:** Not applicable

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not applicable

**NUMBER OF REQUIRED VOTES TO APPROVE ITEM:** Majority present

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Administration  
Craig McBeath, Information Services

Reviewed by: Brian M. Mohr, Fire Chief

Reviewed by: Scott A. Sprouls, Information Services Director  
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:**

- BFD 1B ImageTrend Software Quote
- BFD 1C ImageTrend Software GSA Authorization Summary
- BFD 1D Image Trend Software Contract

**Ship To:**

Deputy Chief Eric Vaughn  
 Bloomington Fire Department  
 310 N. Lee St.  
 Bloomington, IL 61702  
 309-434-2500  
 evaughn@cityblm.org

**Bill To:**

Same as Ship To



**GSA Schedule Pricing**  
**Contract Number: GS-35F-365DA**

Salesperson		Quote Number	Date	
Eric Bambard		EB-414B	July 31, 2017	
Description		Qty	Unit Price	Total
<b>Software</b>				
<b>EMS/Fire Web-based Products</b>				
<b>ImageTrend Elite Rescue License (Fire &amp; EMS)</b>		1	\$21,309.82	\$21,309.82
ImageTrend Elite Rescue Annual Support		1	\$3,409.57	\$3,409.57
ImageTrend Elite Rescue Annual Hosting		1	\$5,114.36	\$5,114.36
ImageTrend Elite Rescue Setup Fee and Project Management		1	\$4,735.52	\$4,735.52
<b>EMS/Fire Mobile Products</b>				
<b>ImageTrend Elite Field Site License</b>		1	\$9,471.03	\$9,471.03
ImageTrend Elite Field Site License Annual Support		1	\$1,515.37	\$1,515.37
<b>EMS/Fire Add-On Items</b>				
<b>Investigations Setup Fee</b>		1	\$2,000.00	\$2,000.00
Investigations Annual Support		1	\$400.00	\$400.00
<b>MARS (Mapping) Setup Fee</b>		1	\$2,500.00	\$2,500.00
MARS (Mapping) Annual Transactional Fee		1	\$2,100.00	\$2,100.00
<b>Visual Informatics - Analytics Setup Fee (includes 1 cube)</b>		1	\$10,000.00	\$10,000.00
<i>Cube: EMS Cube</i>				
<i>Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine (ImageTrend Hosted only)</i>				
Visual Informatics Annual Support		1	\$1,600.00	\$1,600.00
<b>Additional Cube(s) Setup Fee</b>		1	\$5,000.00	\$5,000.00
<i>Cube: Fire Cube</i>				
Additional Cubes Annual Support		1	\$800.00	\$800.00
<b>Exports / Integrations</b>				
<b>CAD Annual Support and Hosting</b>		1	\$3,500.00	\$3,500.00
<i>Vendor: EMS &amp; Fire New World</i>				
<b>FTP Automated Export of the NEMSIS v3 XML and PDF File Annual Support &amp; Hosting</b>		1	\$2,500.00	\$2,500.00
<i>How Often: Runs every 10 minutes</i>				
<i>Client or ImageTrend Hosted FTP: Client Hosted FTP</i>				
<b>Target Solutions Integration</b>		1	\$4,000.00	\$4,000.00
Target Solutions Integration Annual Support and Hosting		1	\$1,400.00	\$1,400.00
<b>Telestaff Integration</b>		1	\$8,000.00	\$8,000.00
Telestaff Integration Annual Support and Hosting		1	\$2,800.00	\$2,800.00
<b>Database Backup Setup</b>		1	\$2,500.00	Included
Database Backup Annual Support		1	\$750.00	Included
<i>Frequency: 1. Annual Backups</i>				
<b>Training</b>				
<b>Training Sessions - Onsite (Full Day M-F)</b>		3	\$947.10	\$2,841.30
Travel per Trainer for Onsite Training		1	\$1,750.00	\$1,750.00
<b>Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours)</b>		3	\$236.78	\$710.34
			<b>TOTAL Year 1</b>	<b>\$97,457.31</b>
			<b>*Annual Fees after Year 1</b>	<b>\$25,139.30</b>

## Terms of Agreement

- Upon acceptance and signature of Quote, 50% of the One-Time Fees will be invoiced. The remaining 50% of One-Time Fees will be invoiced independently upon completion.
- The recurring annual fees will be billed annually in advance.
- If there is a delay in acceptance on the remaining items for longer than 60 days, ImageTrend has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.
- Project completion occurs upon receipt of the product.

As part of this Agreement, Client will receive an Elite Rescue system as well as Rescue Bridge from ImageTrend. Rescue Bridge can be utilized for fire operation modules until such modules are available in the Elite Rescue system.

Data entered into the Rescue Bridge will be migrated to Elite Rescue by the Client via the included migration tools.

- ImageTrend's license, annual support and hosting are based on 10,500 annual incidents as provided by Client.

ImageTrend reserves the right to audit the annual incident volume and the option to increase future support and hosting costs, with advanced notification to the Client, if the number of annual incidents increases substantially and has a resulting effect of increased support calls and hosting requirements to ImageTrend.

- All hosting fees are based upon anticipated usage and includes 30 GB of Storage. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

\* IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once a year and may not exceed 3% of the price then currently in effect.

- ImageTrend will provide support for our applications and server hardware as contracted and detailed in the Service Level Agreement incorporated herein as Exhibit A.

- ImageTrend's HIPAA Business Associate Agreement incorporated herein as Exhibit B.

- This proposal is valid for 90 days.

*Note: If Client would like to schedule Onsite Training on the weekend, additional fees may apply.*

*Note: Webinar Training will be invoiced at the time of the Software setup and any unused hours will be tracked towards Client's account for future use.*

*Note: ImageTrend is not responsible for any CAD Vendor requirements and any associated fees.*

*Note: CAD data will only be available for 60 days in the dispatch database; which may impact CAD Recon Reports.*

*CLIENT agrees IMAGETREND may, in IMAGETREND's discretion, cease to provide access, hosting, support or otherwise disable the Software listed above due to CLIENT's breach of contract, overdue payments, or missed payments.*

*CLIENT agrees IMAGETREND may charge to CLIENT a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts.*

*CLIENT also agrees IMAGETREND may charge to CLIENT all reasonable costs and expenses of collection, including attorneys' fees where, in IMAGETREND's discretion, payments are consistently deficient or late.*

**IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable.**

**DISCLAIMER: This quote creates no legal obligations.** This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. **A fully executed Contract Agreement will be required to be completed before an order is processed.**

Approved As:  
ImageTrend, Inc.

Bloomington Fire Department

\_\_\_\_\_  
Initials

\_\_\_\_\_  
Dated

If you have any questions regarding this proposal, contact:  
Eric Bamard at 952-469-6222 or ebamard@imagetrend.com  
Mike Tamasi at 952-469-6472 or mtamasi@imagetrend.com  
[contracts@imagetrend.com](mailto:contracts@imagetrend.com)

**Thank you for your business!**



U.S. General Services Administration

**GENERAL SERVICES ADMINISTRATION  
FEDERAL SUPPLY SERVICE  
AUTHORIZED FEDERAL SUPPLY SCHEDULE PRICE LIST**

*On-line access to contract ordering information, terms and conditions, up-to-date pricing, and the option to create an electronic delivery order are available through GSA Advantage!, a menu-driven database system. The Internet address for GSA Advantage! is: <http://www.gsaadvantage.gov>*

**WORLDWIDE FEDERAL SUPPLY SCHEDULE CONTRACT  
SCHEDULE TITLE: GENERAL PURPOSE COMMERCIAL INFORMATION  
TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES  
FSC GROUP: 70**

**CONTRACT NUMBER:  
GS-35F-365DA**

**PERIOD COVERED BY CONTRACT:  
June 16, 2016 through June 15, 2021**

**ImageTrend, Inc.**

20855 Kensington Blvd.

Lakeville, MN 55044

Phone: 952-469-1589

Fax: 952-985-5671

<http://www.imagetrend.com/>

Contractor's Administration Source: [tmoline@imagetrend.com](mailto:tmoline@imagetrend.com)

Business Size: **Small**

DUNS: **023842573**

For more information on ordering from Federal Supply Schedules click on the FSS Schedules button at <http://www.fss.gsa.gov>.

## GSA AWARDED TERMS AND CONDITIONS IMAGETREND, INC.

1a. **TABLE OF AWARDED SPECIAL ITEM NUMBERS (SINs):**

SIN 132-32: Term Software License  
SIN 132-34: Maintenance of Software as a Service  
SIN 132-50: Training Courses  
SIN 132-52: Electronic Commerce and Subscription Services

1b. **IDENTIFICATION OF THE LOWEST PRICED MODEL NUMBER AND LOWEST UNIT PRICE FOR THAT MODEL FOR EACH SPECIAL ITEM NUMBER AWARDED IN THE CONTRACT:**

Please see the pricelist below for details.

1c. **IF THE CONTRACTOR IS PROPOSING HOURLY RATES, A DESCRIPTION OF ALL CORRESPONDING COMMERCIAL JOB TITLES, EXPERIENCE, FUNCTIONAL RESPONSIBILITY AND EDUCATION FOR THOSE TYPES OF EMPLOYEES OR SUBCONTRACTORS WHO WILL PERFORM SERVICES SHALL BE PROVIDED. IF HOURLY RATES ARE NOT APPLICABLE, INDICATE NOT APPLICABLE FOR THIS ITEM:**

Please see the labor category descriptions below for details.

2. **MAXIMUM ORDER\*:** \$500,000

\*If the "best value" selection places your order over this Maximum Order identified in this catalog/pricelist, you have an opportunity to obtain a better schedule contract price. Before placing your order, contact the aforementioned contractor for a better price. The contractor may (1) offer a new price for this requirement; (2) offer the lowest price available under this contract; or (3) decline the order. A delivery order that exceeds the maximum order may be placed under the Schedule contract in accordance with FAR 8.404

3. **MIMINUM ORDER:** \$100.00

4. **GEOGRAPHIC COVERAGE:** Domestic Delivery Only

5. **POINT(S) OF PRODUCTION:** 20855 Kensington Blvd. Lakeville, MN 55044

6. **DISCOUNT FROM LIST PRICES:** Net GSA pricing is listed in the attached pricing table

7. **QUANTITY DISCOUNT(S):** 1% for orders equal to or exceeding \$150,000.  
2% for orders equal to or exceeding \$250,000.

8. **PROMPT PAYMENT TERMS:** 0%, Net 30 Days

9a. Government purchase cards **are accepted** at or below the micro-purchase threshold

9b. Government purchase cards **are not accepted** above the micro-purchase threshold

10. **FOREIGN ITEMS:** None

11a. **TIME OF DELIVERY:** To be negotiated at the task order level

11b. **EXPEDITED DELIVERY:** To be negotiated at the task order level

- 11c. **OVERNIGHT AND 2-DAY DELIVERY:** To be negotiated at the task order level
- 11d. **URGENT REQUIREMENTS:** Customers are encouraged to contact the contractor for the purpose of requesting accelerated delivery
12. **FOB POINT:** Destination; 48 contiguous states and Washington, DC, as well as Alaska, Hawaii, and Puerto Rico
- 13a. **ORDERING ADDRESS:**
- ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044  
Telephone: (952) 469-1589  
Fax: (952) 985-5671
- 13b. **ORDERING PROCEDURES:** For supplies and services, the ordering procedures, information on Blanket Purchase Agreements (BPA's) are found in FAR 8.405-3
14. **PAYMENT ADDRESS:**
- ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044  
Telephone: (952) 469-1589  
Fax: (952) 985-5671
15. **WARRANTY PROVISION:** N/A
16. **EXPORT PACKING CHARGES:** N/A
17. **TERMS AND CONDITIONS OF GOVERNMENT PURCHASE CARD ACCEPTANCE:**  
Accepted at and below the micro-purchase threshold
18. **TERMS AND CONDITIONS OF RENTAL, MAINTENANCE, AND REPAIR (if applicable):** N/A
19. **TERMS AND CONDITIONS OF INSTALLATION (IF APPLICABLE):** N/A
20. **TERMS AND CONDITIONS OF REPAIR PARTS INDICATING DATE OF PARTS PRICE LISTS AND ANY DISCOUNTS FROM LIST PRICES (IF AVAILABLE):** N/A
- 20a. **TERMS AND CONDITIONS FOR ANY OTHER SERVICES (IF APPLICABLE):** N/A
21. **LIST OF SERVICE AND DISTRIBUTION POINTS (IF APPLICABLE):** N/A
22. **LIST OF PARTICIPATING DEALERS (IF APPLICABLE):** N/A
23. **PREVENTIVE MAINTENANCE (IF APPLICABLE):** N/A
- 24a. **SPECIAL ATTRIBUTES SUCH AS ENVIRONMENTAL ATTRIBUTES (e.g. recycled content, energy efficiency, and/or reduced pollutants):** N/A
- 24b. **Section 508 Compliance for EIT:** As Applicable. For more information, please go to <http://www.imagetrend.com/>
25. **DUNS NUMBER:** 078407906
26. **NOTIFICATION REGARDING REGISTRATION IN SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE:** Active

SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
<b>Term Software License</b>									
132-32	ImageTrend, Inc.	Rescue_1	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	1	1,249	\$9,471.03	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_1250	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	1,250	2,499	\$14,206.55	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_2500	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	2,500	3,999	\$14,206.55	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_4000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	4,000	9,999	\$17,047.86	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_10000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	10,000	14,999	\$21,309.82	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_15000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	15,000	19,999	\$23,677.58	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_20000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	20,000	29,999	\$37,884.13	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_30000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	30,000	39,999	\$47,355.16	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_40000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	40,000	49,999	\$56,826.20	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_50000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	50,000	59,999	\$71,032.75	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_60000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	60,000	69,999	\$85,239.29	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_70000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	70,000	79,999	\$94,710.33	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_80000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	80,000	89,999	\$108,916.88	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_90000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	90,000	99,999	\$118,387.91	Standard commercial Warranty
132-32	ImageTrend, Inc.	Rescue_100000	ImageTrend Elite Rescue	Web-based EMS and Fire data collection and reporting system.	Each	100,000	100,000+	\$140,171.28	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_1	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	1	1,249	\$7,103.27	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_1250	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	1,250	2,499	\$11,838.79	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_2500	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	2,500	3,999	\$11,838.79	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_4000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	4,000	9,999	\$14,206.55	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_10000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	10,000	14,999	\$17,047.86	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_15000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	15,000	19,999	\$18,942.07	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_20000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	20,000	29,999	\$28,413.10	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_30000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	30,000	39,999	\$37,884.13	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_40000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	40,000	49,999	\$47,355.16	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_50000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	50,000	59,999	\$56,826.20	Standard commercial Warranty

132-32	ImageTrend, Inc.	EMS_60000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	60,000	69,999	\$66,297.23	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_70000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	70,000	79,999	\$75,768.26	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_80000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	80,000	89,999	\$85,239.29	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_90000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	90,000	99,999	\$94,710.33	Standard commercial Warranty
132-32	ImageTrend, Inc.	EMS_100000	ImageTrend Elite EMS	Web-based EMS data collection and reporting system.	Each	100,000	100,000+	\$113,652.39	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_1	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	1	1,249	\$947.10	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_1250	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	1,250	2,499	\$2,367.76	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_2500	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	2,500	3,999	\$4,735.52	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_4000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	4,000	9,999	\$7,103.27	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_10000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	10,000	14,999	\$9,471.03	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_15000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	15,000	19,999	\$14,206.55	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_20000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	20,000	29,999	\$23,677.58	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_30000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	30,000	39,999	\$33,148.61	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_40000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	40,000	49,999	\$37,884.13	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_50000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	50,000	59,999	\$47,355.16	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_60000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	60,000	69,999	\$56,826.20	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_70000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	70,000	79,999	\$66,297.23	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_80000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	80,000	89,999	\$75,768.26	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_90000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	90,000	99,999	\$85,239.29	Standard commercial Warranty
132-32	ImageTrend, Inc.	Site_100000	ImageTrend Elite Field Site License *	Mobile software for EMS data Collection	Each	100,000	100,000+	\$113,652.39	Standard commercial Warranty
SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
<b>ImageTrend Elite Rescue Annual Support</b>									
132-34	ImageTrend, Inc.	Resc_Sup1	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	1	1,249	\$1,515.37	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup1250	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	1,250	2,499	\$2,273.05	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup2500	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	2,500	3,999	\$2,273.05	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup4000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	4,000	9,999	\$2,727.66	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup10000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	10,000	14,999	\$3,409.57	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup15000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	15,000	19,999	\$3,788.41	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup20000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	20,000	29,999	\$6,061.46	Standard commercial Warranty

132-34	ImageTrend, Inc.	Resc_Sup30000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	30,000	39,999	\$7,576.83	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup40000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	40,000	49,999	\$9,092.19	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup50000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	50,000	59,999	\$11,365.24	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup60000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	60,000	69,999	\$13,638.29	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup70000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	70,000	79,999	\$15,153.65	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup80000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	80,000	89,999	\$17,426.70	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup90000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	90,000	99,999	\$18,942.07	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Sup100000	ImageTrend Elite Rescue Annual Support	Support services for Elite Rescue as defined in SLA	Each Year	100,000	100,000+	\$22,427.41	Standard commercial Warranty
<b>ImageTrend Elite EMS Annual Support</b>									
132-34	ImageTrend, Inc.	EMS_Sup1	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	1	1,249	\$1,136.52	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup1250	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	1,250	2,499	\$1,894.21	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup2500	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	2,500	3,999	\$1,894.21	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup4000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	4,000	9,999	\$2,273.05	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup10000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	10,000	14,999	\$2,727.66	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup15000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	15,000	19,999	\$3,191.94	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup20000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	20,000	29,999	\$4,787.91	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup30000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	30,000	39,999	\$6,383.88	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup40000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	40,000	49,999	\$7,979.85	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup50000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	50,000	59,999	\$9,575.82	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup60000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	60,000	69,999	\$11,171.79	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup70000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	70,000	79,999	\$12,767.76	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup80000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	80,000	89,999	\$14,363.73	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup90000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	90,000	99,999	\$15,959.70	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Sup100000	ImageTrend Elite EMS Annual Support	Support Services for Elite EMS as defined in SLA	Each Year	100,000	100,000+	\$18,184.38	Standard commercial Warranty
<b>ImageTrend Elite Field Annual Support</b>									
132-34	ImageTrend, Inc.	Field_Sup1	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	1	1,249	\$378.84	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup1250	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	1,250	2,499	\$378.84	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup2500	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	2,500	3,999	\$757.68	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup4000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	4,000	9,999	\$1,136.52	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup10000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	10,000	14,999	\$1,515.37	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup15000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	15,000	19,999	\$2,273.05	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup20000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	20,000	29,999	\$3,788.41	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup30000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	30,000	39,999	\$5,303.78	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup40000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	40,000	49,999	\$6,061.46	Standard commercial Warranty

132-34	ImageTrend, Inc.	Field_Sup50000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	50,000	59,999	\$7,576.83	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup60000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	60,000	69,999	\$9,092.19	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup70000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	70,000	79,999	\$10,607.56	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup80000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	80,000	89,999	\$12,122.92	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup90000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	90,000	99,999	\$13,638.29	Standard commercial Warranty
132-34	ImageTrend, Inc.	Field_Sup100000	ImageTrend Elite Field Annual Support	Support services for the Elite Field as defined in SLA	Each Year	100,000	100,000+	\$18,184.38	Standard commercial Warranty
<b>ImageTrend Elite Rescue Implementation</b>									
132-34	ImageTrend, Inc.	Resc_Imp1	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	1	1,249	Included	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp1250	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	1,250	2,499	Included	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp2500	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	2,500	3,999	Included	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp4000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	4,000	9,999	Included	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp10000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	10,000	14,999	\$4,735.52	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp15000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	15,000	19,999	\$4,735.52	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp20000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	20,000	29,999	\$7,103.27	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp30000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	30,000	39,999	\$7,103.27	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp40000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	40,000	49,999	\$9,471.03	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp50000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	50,000	59,999	\$9,471.03	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp60000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	60,000	69,999	\$14,206.55	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp70000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	70,000	79,999	\$14,206.55	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp80000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	80,000	89,999	\$18,942.07	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp90000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	90,000	99,999	\$18,942.07	Standard commercial Warranty
132-34	ImageTrend, Inc.	Resc_Imp100000	ImageTrend Elite Rescue Implementation	Web-based EMS and Fire data	Each	100,000	100,000+	\$18,942.07	Standard commercial Warranty
<b>ImageTrend Elite EMS Implementation</b>									
132-34	ImageTrend, Inc.	EMS_Imp1	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	1	1,249	Included	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp1250	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	1,250	2,499	Included	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp2500	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	2,500	3,999	Included	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp4000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	4,000	9,999	Included	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp10000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	10,000	14,999	\$4,735.52	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp15000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	15,000	19,999	\$4,735.52	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp20000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	20,000	29,999	\$7,103.27	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp30000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	30,000	39,999	\$7,103.27	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp40000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	40,000	49,999	\$9,471.03	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp50000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	50,000	59,999	\$9,471.03	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp60000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	60,000	69,999	\$14,206.55	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp70000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	70,000	79,999	\$14,206.55	Standard commercial Warranty

132-34	ImageTrend, Inc.	EMS_Imp80000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	80,000	89,999	\$18,942.07	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp90000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	90,000	99,999	\$18,942.07	Standard commercial Warranty
132-34	ImageTrend, Inc.	EMS_Imp100000	ImageTrend Elite EMS Implementation	Web-based EMS data collection	Each	100,000	100,000+	\$18,942.07	Standard commercial Warranty
SIN	Manufacturer	Manufacturer Product Number	Product Name	Product Description	Unit of Issue	Number of Runs (Min)	Number of Runs (Max)	Price Offered to GSA (with IFF)	Warranty
<b>ImageTrend Elite Annual Hosting</b>									
132-52	ImageTrend, Inc.	Elite_Host1	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	1	1,249	\$2,273.05	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host1250	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	1,250	2,499	\$3,409.57	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host2500	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	2500	3999	\$3,409.57	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host4000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	4,000	9,999	\$4,261.96	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host10000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	10,000	14,999	\$5,114.36	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host15000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	15,000	19,999	\$5,682.62	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host20000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	20,000	29,999	\$8,523.93	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host30000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	30,000	39,999	\$9,660.45	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host40000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	40,000	49,999	\$11,365.24	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host50000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	50,000	59,999	\$14,206.55	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host60000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	60,000	69,999	\$15,343.07	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host70000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	70,000	79,999	\$16,479.60	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host80000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	80,000	89,999	\$17,616.12	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host90000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	90,000	99,999	\$18,752.64	Standard commercial Warranty
132-52	ImageTrend, Inc.	Elite_Host100000	ImageTrend Elite Annual Hosting	Hosting services for Elite EMS or Elite Rescue, 99.9% uptime	Each	100,000	100,000+	\$19,889.17	Standard commercial Warranty
<b>ImageTrend Elite EMS Software as a Service</b>									
132-52	ImageTrend, Inc.	EMS_SaaS1	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1	1,249	\$1,894.21	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS1250	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	1,250	2,499	\$2,841.31	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS2500	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	2,500	3,999	\$3,788.41	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS4000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	4,000	9,999	\$4,735.52	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS10000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	10,000	14,999	\$4,735.52	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS15000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	15,000	19,999	\$4,735.52	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS20000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	20,000	29,999	\$4,735.52	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS30000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	30,000	39,999	\$4,735.52	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS40000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	40,000	49,999	\$4,735.52	Standard commercial Warranty

132-52	ImageTrend, Inc.	EMS_SaaS50000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	50,000	59,999	\$4,735.52	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS60000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	60,000	69,999	\$4,735.52	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS70000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	70,000	79,999	\$4,735.52	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS80000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	80,000	89,999	\$4,735.52	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS90000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	90,000	99,999	\$4,735.52	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS100000	ImageTrend Elite EMS Software as a Service (SaaS)	Web-Based EMS Data Collection	Each	100,000	100,000+	\$4,735.52	Standard commercial Warranty

**ImageTrend Elite Rescue Software as a Service**

132-52	ImageTrend, Inc.	Rescue_SaaS_1	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1	1,249	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_1250	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	1,250	2,499	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaSs_2500	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	2,500	3,999	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_4000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	4,000	9,999	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_10000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	10,000	14,999	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_15000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	15,000	19,999	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_20000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	20,000	29,999	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_30000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	30,000	39,999	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_40000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	40,000	49,999	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_50000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	50,000	59,999	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_60000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	60,000	69,999	\$2.13	Standard commercial Warranty

132-52	ImageTrend, Inc.	Rescue_SaaS_70000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	70,000	79,999	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_80000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	80,000	89,999	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_90000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	90,000	99,999	\$2.13	Standard commercial Warranty
132-52	ImageTrend, Inc.	Rescue_SaaS_100000	ImageTrend Elite Rescue Software as a Service (SaaS)	Web-based EMS and Fire data collection and reporting system. Includes annual support and hosting	Per Incident	100,000	100,000+	\$2.13	Standard commercial Warranty

**ImageTrend Elite Rescue Software as a Service Implementation**

132-52	ImageTrend, Inc.	Resc_SaaS_Imp1	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1	1,249	\$2,367.76	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp1250	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	1,250	2,499	\$3,314.86	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp2500	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	2,500	3,999	\$4,261.96	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp4000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	4,000	9,999	\$6,629.72	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp10000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	10,000	14,999	\$6,629.72	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp15000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	15,000	19,999	\$6,629.72	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp20000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	20,000	29,999	\$6,629.72	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp30000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	30,000	39,999	\$6,629.72	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp40000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	40,000	49,999	\$6,629.72	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp50000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	50,000	59,999	\$6,629.72	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp60000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	60,000	69,999	\$6,629.72	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp70000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	70,000	79,999	\$6,629.72	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp80000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	80,000	89,999	\$6,629.72	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp90000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	90,000	99,999	\$6,629.72	Standard commercial Warranty
132-52	ImageTrend, Inc.	Resc_SaaS_Imp100000	ImageTrend Elite Rescue Software as a Service Implementation	Web-based EMS and Fire	Each	100,000	100,000+	\$6,629.72	Standard commercial Warranty

**ImageTrend Elite EMS Software as a Service(annual support and hosting)**

132-52	ImageTrend, Inc.	EMS_SaaS_Sup1	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1	1,249	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup1250	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	1,250	2,499	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup2500	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	2,500	3,999	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup4000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	4,000	9,999	\$1.89	Standard commercial Warranty

132-52	ImageTrend, Inc.	EMS_SaaS_Sup10000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	10,000	14,999	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup15000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	15,000	19,999	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup20000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	20,000	29,999	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup30000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	30,000	39,999	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup40000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	40,000	49,999	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup50000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	50,000	59,999	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup60000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	60,000	69,999	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup70000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	70,000	79,999	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup80000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	80,000	89,999	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup90000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	90,000	99,999	\$1.89	Standard commercial Warranty
132-52	ImageTrend, Inc.	EMS_SaaS_Sup100000	ImageTrend Elite EMS Software as a Service (includes annual support and hosting)	Web-based EMS data collection and reporting system. Includes annual support and hosting	Each	100,000	100,000+	\$1.89	Standard commercial Warranty
<b>ImageTrend Elite Field Software as a Service *</b>									
132-52	ImageTrend, Inc.	Field_SaaS1	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	1	1,249	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS1250	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	1,250	2,499	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS2500	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	2,500	3,999	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS4000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	4,000	9,999	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS10000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	10,000	14,999	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS15000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	15,000	19,999	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS20000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	20,000	29,999	\$0.71	Standard commercial Warranty

132-52	ImageTrend, Inc.	Field_SaaS30000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	30,000	39,999	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS40000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	40,000	49,999	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS50000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	50,000	59,999	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS60000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	60,000	69,999	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS70000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	70,000	79,999	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS80000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	80,000	89,999	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS90000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	90,000	99,999	\$0.71	Standard commercial Warranty
132-52	ImageTrend, Inc.	Field_SaaS20000	ImageTrend Elite Field Software as a Service *	Mobile software for EMS data collection. Includes annual support	Each	100,000	100,000+	\$0.71	Standard commercial Warranty

SIN	Manufacturer	Product Name	Product Description	Price Offered to GSA (with IFF)
132-50	ImageTrend, Inc.	Onsite Training Sessions	Onsite Training Sessions	\$947.10
132-50	ImageTrend, Inc.	Webinar Training Sessions	Webinar Training Sessions	\$236.78

# SOFTWARE LICENSING AGREEMENT

CONTRACT No.: 267155

**BETWEEN**

**CITY OF BLOOMINGTON FIRE DEPARTMENT  
310 N LEE STREET  
BLOOMINGTON, IL 61701**

**AND**

**IMAGETREND, INC.  
20855 KENSINGTON BLVD.  
LAKEVILLE, MN 55044**

**IMAGETREND®**

**THIS AGREEMENT** is made and entered into on the date last written below, by and between the ImageTrend, Inc., a Minnesota corporation (hereinafter "IMAGETREND"), and City of Bloomington Fire Department (hereinafter "CLIENT").

## **R E C I T A L S**

**WHEREAS**, IMAGETREND owns the software system known SOFTWARE; and

**WHEREAS**, CLIENT desires to obtain the license of the Software mentioned above; and

**WHEREAS**, IMAGETREND is willing to provide CLIENT with a non-exclusive license of the Software on the terms and conditions contained herein;

**NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:**

### **SECTION 1. DEFINITIONS.**

**"Authorized personnel"** means employees of CLIENT that use the Software in the scope of their employment, or CLIENT's contractors where the contractor's services must necessarily require access to the Software. Personnel who intend to: reverse engineer, disclose, or use or acquire for any purpose not in the scope of the personnel's employment or necessary for contractor services, any Confidential Information are not Authorized Personnel.

**"Confidential information"** means the proprietary products and trade secrets of IMAGETREND and/or its suppliers, including, but not limited to, computer software, code, technical parameters, price lists, customer lists, designs, software documentations, manuals, models and account tables, and any and all information maintained or developed by CLIENT pursuant to this AGREEMENT which is deemed confidential under existing state and/or federal law.

**"Custom Development"** means that CLIENT contracts IMAGETREND through a signed and accepted Statement of Work to customize the software. Each CLIENT shall have the non-exclusive license to utilize such software. Such software may then become a part of the core product and be distributed. Custom Development may require ongoing support and/or hosting and shall be subject to support and/or hosting fee increases. IMAGETREND maintains ownership of all Custom Development.

**"ePCR"** means an Electronic Patient Care Report

**"ImageTrend Elite Data Marts"** means the relational database(s) that contain an enhanced and simplified reporting-ready format of the transactional data collected within ImageTrend Elite. The Elite Data Marts are available for use with the ImageTrend Elite Reporting Tools.

**"ImageTrend Elite Reporting Tools"** means the Transactional Report Writer, Visual Informatics, Analytical Chart Reporting Tool and Analytical Tabular Reporting Tool in the Software that are based on a set of Elite Data Marts.

**"Incident(s)"** means an instance where the CLIENT sends a vehicle to a potential or actual patient.

**"Licensed Information"** means any information pertaining to the Software which is owned by IMAGETREND and is licensed to CLIENT. Licensed Information includes such information as input form,

user manuals and user documentation, interface format and input/output format, and any other materials pertaining to the Software.

**“Perpetual License”** means an unlimited use of software without rights for resale.

**“Reference”** means referral in the promotion of IMAGETREND’S software to other potential CLIENTS.

**“Run(s)”** means an incident where the CLIENT sends a vehicle to a potential or actual patient.

**“Software”** means the computer program(s) in machine readable object code form listed in Exhibit “A”, including the executable processing programs comprising the various modules from the Software and the Licensed Information.

**“Statement of Work”** means the technical document which outlines mutually agreed upon system specification for Custom Development and associated costs, payment terms and acceptance procedures. This document requires CLIENT acceptance and signature prior to beginning work.

**“Support”** means interactive telephone and e-mail support, computer based online training, product upgrades and enhancements, along with defect corrections, delivered from IMAGETREND’s offices.

**“Upgraded Version”** means the Licensed Software and/or Licensed Information to which updates, enhancements, corrections, installations of patches or other changes have been made. The exterior form of the Updated Version is reflected by changes to the version numbers.

## **SECTION 2. TERM OF AGREEMENT.**

The term of this AGREEMENT shall be one year(s) from signature date, subject to Section 13 of this AGREEMENT. This AGREEMENT shall be subject to automatic annual renewal unless terminated by either party as provided in Section 13, below.

## **SECTION 3. GRANT OF LICENSE.**

### **A. NON-EXCLUSIVE PERPETUAL USE LICENSE.**

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant to CLIENT and CLIENT agrees to accept a non-transferable and non-exclusive perpetual use license of the Software. During the term of the AGREEMENT, the CLIENT shall have access to the Software, which will be installed on servers at the IMAGETREND hosting facility and subject to the Service Level Agreement attached as Exhibit B. CLIENT expressly acknowledges that all copies of the Software and/or Licensed Information in any form provided by IMAGETREND to CLIENT hereunder are the sole property of IMAGETREND and/or its suppliers, and that CLIENT shall not have any right, title, or interest to any such Software and/or Licensed Information or copies thereof except as provided in this AGREEMENT.

### **B. IMAGETREND ELITE DATA MARTS NON-EXCLUSIVE USE LICENSE**

In accordance with the terms and conditions hereof, IMAGETREND agrees to grant the use of the ImageTrend Elite Data Marts only via ImageTrend Elite Reporting Tools as included and detailed in Exhibit A. This AGREEMENT does not give the CLIENT the rights to access and query the ImageTrend Elite Data Marts directly using SQL query tools, reporting tools, ETL tools, or any other tools or mechanisms. Direct access to ImageTrend Elite Data Marts is available via separately-priced product and service offerings from IMAGETREND. This Section 3.B, is subject to the Non-Exclusive Use License as covered in Section 3.A and terms of this AGREEMENT.

C. PROTECTION OF SOFTWARE AND LICENSED INFORMATION.

CLIENT agrees to respect and not to, nor permit any third-party to, remove, obliterate, or cancel from view any copyright, trademark, confidentiality or other proprietary notice, mark, or legend appearing on any of the Software or Licensed Information, and to reproduce and include the same on each authorized copy of the Software and Licensed Information.

CLIENT shall not nor shall CLIENT permit any third-party to, copy or duplicate the Software or any part thereof except for the purposes of system backup, testing, maintenance, or recovery. CLIENT may duplicate the Licensed Information only for internal training, provided that all the names, trademark rights, product names, copyright statement, and other proprietary right statements of IMAGETREND are reserved. IMAGETREND reserves all rights which are not expressly granted to CLIENT in this AGREEMENT.

CLIENT shall not, nor shall CLIENT permit any third-party to, modify, reverse engineer, disassemble, or decompile the Software, or any portion thereof, and shall not use the software or portion thereof for purposes other than as intended and provided for in this AGREEMENT.

D. DATA OWNERSHIP AND DATA PROTECTION.

All CLIENT data collected with IMAGETREND Software remains at all times the property of the CLIENT. IMAGETREND will not to use or make available any personally identifiable information other than for administering the CLIENT's account and collecting usage statistics in order to improve our products and services specifications. During the term of this AGREEMENT and after termination or expiration of this AGREEMENT, IMAGETREND will not in any way transfer to any third party or use in direct or indirect competition with the other party any information or data posted by CLIENT's and others on IMAGETREND's website and acknowledges that all such information is confidential. CLIENT shall have access to creative tools within the Elite Software platform. Use of these features is conditioned upon assignment to IMAGETREND of all copyrights in any work created within and using the Elite software platform, the terms of use for such creative tool features will prompt all users upon first use to agree to terms of use; those terms are hereby incorporated as part of this AGREEMENT and valid whether accepted before or after execution of this AGREEMENT. Please contact IMAGETREND for a copy of these terms prior to final acceptance of this AGREEMENT, if necessary.

E. CLIENT DATA.

Within thirty (30) days after the expiration of this AGREEMENT, the termination of this AGREEMENT, or IMAGETREND is no longer in business, IMAGETREND will deliver to the CLIENT its data, in machine readable format, on appropriate media, at the CLIENT's option. If the CLIENT wants the data to be delivered in a medium other than tape or CD, IMAGETREND shall do its best to accommodate the CLIENT, provided the CLIENT shall provide the medium on which the data is to be provided and shall pay for any additional cost incurred by IMAGETREND in accommodating this request.

**SECTION 4. SOFTWARE ABSTRACT.**

A. The IMAGETREND Elite contains and stores the data elements of an emergency medical database, including data schema and values that may originate from traditional computer aided dispatch (CAD) sources and data values that may be used in billing from pre-hospital patient care. The emergency medical database may contain certain vehicle transport information but does not contain data elements and/or values specific to the vehicle path tracking such as automatic vehicle location (AVL) or third party AVL integrations. The emergency medical

database does support integrations to third party CAD and billing solutions. The emergency medical database does not support any AVL, CAD or billing functions executed directly from the database. CLIENT shall not use IMAGETREND Software to integrate patient information from a clinical encounter associated with a patient incident requiring emergency medical care by the emergency transport crew with flight information relating to an emergency transport crew dispatch to produce an encounter record indicative of the patient's clinical encounter.

- B. The IMAGETREND Elite contains and stores the data elements of an emergency medical database as defined, described and mandated by the National EMS Information System (NEMSIS). The dataset was adopted by IMAGETREND for State and local regulatory authorities as required by NEMSIS. The NEMSIS data schema and elements are the sole work of the NEMSIS organization in conjunction with the National Highway Traffic Safety Administration (NHTSA). The NEMSIS dataset contains data elements and data structures originating and potentially owned by a number of nonprofit third party organizations and government agencies such as the World Health Organization (ICD 9 and ICD 10), International Health Terminology Standards Development Organization (SNOMED), U.S Department of the Interior and U.S. Geological Survey (GNIS), National Institute of Standards and Technology (FIPS), Health Level Seven International (HL7), Joint APCO/NENA Data Standardization Working Group (AACN). The NEMSIS dataset offers customer driven extensibility that allows the end user to extend and define the dataset at their own discretion.

## **SECTION 5. SERVICES PROVIDED BY IMAGETREND.**

### **A. SUPPLY OF SOFTWARE AND LICENSED INFORMATION.**

IMAGETREND shall provide CLIENT software and services as detailed in Exhibit A.

### **B. MODIFICATIONS, IMPROVEMENTS AND ENHANCEMENTS.**

During the terms of this AGREEMENT and any extensions under Section 2, IMAGETREND will provide CLIENT with error corrections, bug fixes, patches or other updates to the Software in object code form, to the extent available in accordance with IMAGETREND's release schedule. If CLIENT desires to add new functions or make enhancements to the Software, CLIENT must, for additional consideration, negotiate with IMAGETREND to develop new functions or improvements to the existing Software. All such error corrections, bug fixes, patches, updates, or other improvements or modifications shall be the sole property of IMAGETREND.

### **C. INSTALLATION, INTRODUCTORY TRAINING AND DEBUGGING.**

1. IMAGETREND shall provide CLIENT with start-up services such as the installation and introductory training relating to the Software, and, if necessary, initial debugging services.
2. "Train-the-trainer" training for administrators as detailed in Exhibit A. Additionally, online training videos and user guides in electronic format will be made available.
3. Introductory training relating to the Software as detailed in Exhibit A. The parties may enter into a supplemental written AGREEMENT in the event CLIENT desires that IMAGETREND provide additional training.

## **SECTION 6. MAINTENANCE AND SUPPORT.**

### **A. Application use support as detailed in Service Level Agreement Exhibit B.**

- B. Server hosting environment is monitored and supported 24/7. Emergency support information is available on the IMAGETREND Support site for emergency purposes. Non-emergency related contact may be charged to the CLIENT.

- C. Maintenance of IMAGETREND software, which includes scheduled updates and new releases, as well as defect correction as needed, is included. Specific out-of-scope system enhancement requests will be reviewed with the CLIENT and subject to approval if additional charges are necessary.

#### **SECTION 7. FEES.**

- A. Except as otherwise provided in this AGREEMENT, IMAGETREND shall offer the Products and the Services at the prices set forth on Exhibit A.
  - (i) IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- B. The fees for this contract are as detailed in the attached Exhibit A.
- C. At any time during this AGREEMENT, the CLIENT may contract with IMAGETREND for additional software and services not covered in this AGREEMENT with fees to be negotiated on an item-by-item basis. The CLIENT may contract Custom Development by IMAGETREND for additional fees as outlined and agreed to in a signed and accepted Statement of Work.
- D. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.

#### **SECTION 8. PROTECTION AND CONFIDENTIALITY.**

- A. **ACKNOWLEDGEMENT.**

CLIENT hereby acknowledges and agrees that the Software and Licensed Information provided hereunder constitute and contain valuable proprietary products and trade secrets of IMAGETREND and/or its suppliers, embodying substantial creative efforts and confidential information, ideas and expressions. Accordingly, CLIENT agrees to treat (and take precautions to ensure that its authorized personnel treat) the Software and Licensed Information as confidential in accordance with the confidentiality requirements and conditions set forth below. CLIENT acknowledges and agrees that CLIENT shall not permit any non-Authorized User from accessing the Software made available to the CLIENT.
- B. **MAINTENANCE OF CONFIDENTIAL INFORMATION.**

Each party agrees to keep confidential all confidential information disclosed to it by the other party in accordance herewith, and to protect the confidentiality thereof in the same manner it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of confidential information); provided, however, that the provisions of this Section 8 shall not apply to information which: (i) is in the public domain; (ii) has been acquired by CLIENT by normal means upon the disclosure of the information by IMAGETREND; (iii) is duly obtained by CLIENT directly or indirectly from a third party who has independently developed the information and is entitled to disclose the information to CLIENT, and such disclosure does not directly or indirectly violate the confidentiality obligation of such third party; or (iv) becomes known publicly, without fault on the part of CLIENT, subsequent to the receipt of the information by CLIENT.

C. SURVIVAL.

This Section 8 shall survive the termination of this AGREEMENT or of any license granted under this AGREEMENT.

**SECTION 9. WARRANTIES.**

A. PERFORMANCE.

IMAGETREND warrants that the Software will conform to the specifications as set forth in the Licensed Information. However, this warranty shall be revoked in the event that any person other than IMAGETREND and its agents make any unauthorized amendment or change to the Software in any manner.

B. OWNERSHIP.

IMAGETREND represents that it is the owner of the entire right, title, and interests in and to the Software, and that it has the sole right to grant licenses thereunder, and that it has not knowingly granted licenses thereunder to any other entity that would restrict rights granted hereunder to CLIENT.

C. LIMITATIONS ON WARRANTY.

All of IMAGETREND's obligations under this Section 9 shall be contingent on CLIENT's use of the Software in accordance with this AGREEMENT and in accordance with IMAGETREND's instructions as provided by IMAGETREND in the Licensed Information, and as such instructions may be amended, supplemented, or modified by IMAGETREND from time to time.

IMAGETREND shall have no warranty obligations with respect to any failures of the Software which are the result of accident, abuse, misapplication, extreme power surge or extreme electromagnetic field.

THE EXPRESS WARRANTIES PROVIDED HEREIN ARE THE ONLY WARRANTIES MADE BY IMAGETREND WITH RESPECT TO THE SOFTWARE AND SUPERSEDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY AND WARRANTIES FOR ANY SPECIAL PURPOSE.

**SECTION 10. LIMITATION OF LIABILITY.**

Unless otherwise provided in this Section 10, CLIENT's exclusive remedy for any damages or losses arising out of IMAGETREND's breach of warranties shall be, at IMAGETREND's option, either (i) immediate release from the AGREEMENT; or (ii) repair of the Software.

**SECTION 11. INDEMNIFICATION.**

A. INDEMNITY

IMAGETREND (which includes its agents, employees and subcontractors, if any) agrees to indemnify CLIENT, as well as any agents thereof from all damages, judgments, loss and expenses, but not including consequential or incidental damages arising out of:

- (i) any personal injuries, property damage, or death that CLIENT may sustain while using IMAGETREND's, as well as any agents thereof, controlled property or equipment in the performance of this AGREEMENT; or
- (ii) any personal injury or death which results or increases by any action taken to medically treat CLIENT agents, employees and subcontractors; or
- (iii) any personal injury, property damage or death that CLIENT may sustain from any claim or action brought against CLIENT, as well as any agents thereof arising out of the negligence or recklessness of IMAGETREND in the performance of this AGREEMENT,

Except for the foregoing claims, CLIENT, as well as any agents thereof agrees to indemnify, defend, and hold harmless IMAGETREND from all claims, lawsuits, damages, judgments, loss, liability, or expenses, arising out of any claim or action brought against IMAGETREND arising out of the negligence or recklessness of CLIENT, as well as any agents thereof in the performance of this AGREEMENT.

#### B. ENTIRE LIABILITY

SECTION 11 (A) ABOVE STATES THE PARTIES ENTIRE LIABILITY THE PARTIES SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIMS OF INDEMNIFICATION. SECTION 9 OF THIS AGREEMENT STATES THE FULL EXTENT OF IMAGETREND'S WARRANTY AND SECTION 11(A) PROVIDES NO ADDITIONAL WARRANTY OF ANY KIND. ANY OTHER WARRANTY, EXPRESS OR IMPLIED OUTSIDE OF THIS AGREEMENT, INCLUDING THOSE ARISING OUT OF THE UNIFORM COMMERCIAL CODE, ARE WAIVED.

#### **SECTION 12. INSURANCE REQUIREMENTS.**

IMAGETREND will provide standard insurance coverage as detailed in a Certificate of Insurance, if requested.

#### **SECTION 13. TERMINATION.**

##### A. TERMINATION WITHOUT CAUSE.

Following the expiration of the original term of this AGREEMENT, either party shall have the right to terminate this AGREEMENT, without cause, by giving not less than sixty (60) days written notice of termination.

##### B. CUSTOM DEVELOPMENT TERMINATION

Either party shall have the right to terminate any Custom Development portion(s) of this AGREEMENT, without cause, by giving not less than thirty (30) days written notice of termination.

##### C. TERMINATION FOR CAUSE.

This AGREEMENT may be terminated by the non-defaulting party by giving not less than thirty (30) days written notice of termination if any of the following events of default occur: (i) if a party materially fails to perform or comply with this AGREEMENT or any provision hereof; (ii) if either party fails to strictly comply with the provisions of Section 8 , above, or makes an assignment in violation of Section 15, below; (iii) if a party becomes insolvent or admits in writing its inability to pay its debts as they mature, or makes an assignment for the benefit of creditors; (iv) if a petition under any foreign, state, or United States bankruptcy act, receivership statute, or the like, as they now exist, or as they may be amended from time to time, is filed by a party; or (v) if such a petition is filed by any third party, or an application for a receiver is made by anyone and such petition or application is not resolved favorably within ninety (90) days.

#### **SECTION 14. COOPERATIVE USE**

Public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the CLIENT are eligible to participate in any subsequent Agreement. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter, rules and regulations of the respective political entity and with applicable State and Federal laws.

Any orders placed to, or services required from IMAGETREND will be requested by each participating agency. Payment for purchases made under this Agreement will be the sole responsibility of each participating agency. The CLIENT shall not be responsible for any disputes arising out of transactions made by others. IMAGETREND shall be responsible for correctly administering this Agreement in

accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

**SECTION 15. NONASSIGNABILITY.**

CLIENT shall not assign this AGREEMENT or its rights hereunder without the prior written consent of IMAGETREND.

**SECTION 16. GOVERNING LAW.**

The parties agree that the law governing this AGREEMENT shall be that of the State of Minnesota without regard to its conflict of laws principles.

**SECTION 17. COMPLIANCE WITH LAWS.**

IMAGETREND shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

**SECTION 18. WAIVER.**

Any waiver by either party of any default or breach hereunder shall not constitute a waiver of any provision of this AGREEMENT or of any subsequent default or breach of the same or a different kind.

**SECTION 19. NOTICES.**

All notices and other communications required or permitted to be given under this AGREEMENT shall be in writing and shall be personally served or mailed, postage prepaid and addressed to the respective parties as follows:

**TO CLIENT:** City of Bloomington Fire Department  
109 E Olive St  
Bloomington, IL 61701

ATTENTION: Scott Sprouls

**TO IMAGETREND:** ImageTrend, Inc.  
20855 Kensington Blvd.  
Lakeville, MN 55044

ATTENTION: Mike McBrady

Notice shall be deemed effective on the date personally delivered or, if mailed, three (3) days after deposit in the mail.

**SECTION 20. FORCE MAJEURE.**

Neither party shall be liable in damages or have the right to terminate this AGREEMENT for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

**SECTION 21. ARBITRATION.**

Any dispute between IMAGETREND and CLIENT under this AGREEMENT shall be resolved by arbitration by an arbitrator selected under the rules of the American Arbitration Association (MINNESOTA) and the arbitration shall be conducted in that same location under the rules of said Association. If an arbitrator cannot be agreed upon by the parties, IMAGETREND and CLIENT shall each choose an arbitrator, and those two chosen arbitrators shall choose a third arbitrator, who shall preside over any dispute. IMAGETREND and CLIENT shall each be entitled to present evidence and argument to the arbitrator. The arbitrator shall have the right only to interpret and apply the provisions of this AGREEMENT and may not change any of its provisions. The arbitrator shall permit reasonable pre-hearing discovery of facts, to the extent necessary to establish a claim or a defense to a claim, subject to supervision by the arbitrator. The determination of the arbitrator shall be conclusive, final and binding upon the parties and judgment upon the same may be entered in any Minnesota court having jurisdiction thereof. The arbitrator shall give written notice to the parties stating his determination, and shall furnish to each party a signed copy of such determination. IMAGETREND and CLIENT shall equally share the cost of the arbitrator(s) fees. The arbitrator may award reasonable costs and expenses, including reasonable attorney fees, to the prevailing party.

**SECTION 22. INTERPRETATION.**

This AGREEMENT has been negotiated between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. Each party further acknowledges that it has not been influenced to any extent whatsoever in executing this AGREEMENT by any other party hereto or by any person representing it, or both. Accordingly, any rule or law or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the party that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to effect the purpose of the parties and this AGREEMENT.

**SECTION 23. SIGNATOR'S WARRANTY AND ACCEPTANCE BY PERFORMANCE.**

Each party warrants to each other party that he or she is fully authorized and competent to enter into this AGREEMENT, in the capacity indicated by his or her signature and agrees to be bound by this AGREEMENT. CLIENT understands and agrees that if CLIENT accepts any Software, goods, or services from IMAGETREND prior to IMAGETREND receiving a final, mutually signed copy of this AGREEMENT, that CLIENT has accepted this AGREEMENT and all of its terms and conditions.

**SECTION 24. PRIOR AGREEMENTS AND AMENDMENTS.**

This AGREEMENT, including all Exhibits attached hereto, represents the entire understanding of the parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This AGREEMENT may only be modified by a written amendment duly executed by the parties to this AGREEMENT.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**WITNESS THE EXECUTION HEREOF** on the day and year last written below.

APPROVED AS:

"CITY OF BLOOMINGTON FIRE DEPARTMENT"

"IMAGETREND"

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Michael J. McBrady

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

Title: President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

## **EXHIBITS**

**EXHIBIT A** – Pricing Agreement

**EXHIBIT B** – Service Level Agreement

**EXHIBIT C** – HIPAA Business Associate Agreement

**EXHIBIT D** – Insurance Certificate

**EXHIBIT E** – Tax Exemption Certificate

**EXHIBIT F - ePHI Data Export Sign Off**

## EXHIBIT A – PRICING AGREEMENT

IMAGETREND's license and annual support are based upon 10,500 annual incidents as provided by CLIENT. IMAGETREND reserves the right to audit the annual incident volume and the option to increase future support costs, with prior notification to the CLIENT, if the number of annual incidents increases substantially and has a resulting effect of increased support calls to IMAGETREND.

### Pricing Agreement

Description	Units	Price	Extended
ImageTrend Elite Rescue License	1	\$21,309.82	\$21,309.82
ImageTrend Elite Rescue Setup and Project Management	1	\$4,735.52	\$4,735.52
ImageTrend Elite Field Site License	1	\$9,471.03	\$9,471.03
Investigations Setup Fee	1	\$2,000.00	\$2,000.00
MARS (Mapping) Setup Fee	1	\$2,000.00	\$2,500.00
Visual Informatics – Analytics Setup Fee (Includes 1 Cube): EMS Cube	1	\$10,000.00	\$10,000.00
Visual Informatics – Analytics Setup Fee (Additional Cube): Fire Cube <i>Includes: Analytics, Pie Charts, Charting, Widgets, Interactive Alerting Engine (ImageTrend Hosted Only)</i>	1	\$5,000.00	\$5,000.00
Target Solutions Integration	1	\$4,000.00	\$4,000.00
Telestaff Integration	1	\$8,000.00	\$8,000.00
Database Backup Setup <i>Frequency: Annual Backups</i>	1	\$2,500.00	Included
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours)	3	\$236.78	\$710.34
Training Sessions – Onsite (Full Day M-F)	3	\$947.10	\$2,841.30
Travel per Trainer for Onsite Training	1	\$1,750.00	\$1,750.00

**TOTAL One-Time Fees**

**\$72,318.01**

Recurring Fees	Units	Price	Extended
ImageTrend Elite Rescue Annual Support	1	\$3,409.57	\$3,409.57
ImageTrend Elite Rescue Annual Hosting	1	\$5,114.36	\$5,114.36
ImageTrend Elite Field Site License Annual Support	1	\$1,515.37	\$1,515.37
Investigations Annual Support	1	\$400.00	\$400.00
MARS (Mapping) Annual Transactional Fee	1	\$2,100.00	\$2,100.00
Visual Informatics Annual Support: EMS Cube	1	\$1,600.00	\$1,600.00
Visual Informatics Annual Support: Fire Cube	1	\$800.00	\$800.00
CAD Annual Support and Hosting: EMS & Fire (Vendor: New World)	1	\$3,500.00	\$3,500.00
FTP Automated Export of the NEMSIS v3 XML and PDF File Annual Support and Hosting: Client Hosted FTP	1	\$2,500.00	\$2,500.00
Target Solutions Integration Annual Support and Hosting	1	\$1,400.00	\$1,400.00
Telestaff Integration Annual Support and Hosting	1	\$2,800.00	\$2,800.00
Database Backup Annual Support	1	\$750.00	Included

**TOTAL Recurring Fees**

**\$25,139.30**

TOTAL Year 1

\$97,457.31

Optional*	Units	Price	Extended
Out of Scope billed at \$175/Hour		\$175.00	
Onsite Training Sessions @ \$1,000/day		\$1,000.00	
Travel per Trainer (for Onsite Training at Client's Facility Training)*** @ \$1,750/trainer/trip		\$1,750.00	
Webinar Training Sessions (2 hour session M-F during ImageTrend's Standard Business Hours) \$250/session		\$250.00	

\*The CLIENT may elect to purchase additional services as set forth in the options identified above at any time during the contract term. The CLIENT shall exercise said options by written notice to IMAGETREND. The prices above are valid for one year from contract signature.

**Payment Terms:**

- a. Payment Terms are net 30 days.
- b. Upon acceptance and signature of Contract, 50% of the One-Time Fees will be invoiced. The remaining 50% of One-Time Fees will be invoiced independently upon completion. The Recurring Annual Fees will begin at system go-live.
- c. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.
- d. The recurring Annual Fees will be billed annually in advance.
- e. If there is a delay in acceptance on the remaining items for longer than 60 days, IMAGETREND has the option to invoice the remaining balance on any or all of the open items for Year 1 and begin the Recurring Fees schedule.
- f. CLIENT agrees IMAGETREND may, in IMAGETREND's discretion, cease to provide access, hosting, support or otherwise disable the Software listed in Exhibit A due to CLIENT's breach of contract, overdue payments, or missed payments.
- g. CLIENT agrees IMAGETREND may charge to CLIENT a late fee of 1.5% per month, or the highest rate allowed under the law, whichever is lower, on any overdue amounts. CLIENT also agrees IMAGETREND may charge to CLIENT all reasonable costs and expenses of collection, including attorneys' fees where, in IMAGETREND's discretion, payments are consistently deficient or late.
- h. IMAGETREND will invoice sales tax to non-exempt CLIENTS where applicable  
*Note: If CLIENT would like to schedule Onsite Training on the weekend, additional fees may apply.*  
*Note: IMAGETREND is not responsible for any CAD Vendor requirements and any associated fees*  
*Note: CAD data will only be available for 60 days in the dispatch database; which may impact CAD Recon Reports*

**Pricing escalation factors:**

- a. IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 2. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.
- b. All Annual SaaS Fees are based upon anticipated usage and are subject to an annual usage audit, which may affect future fees.
- c. All hosting fees are based upon anticipated usage and includes 30 GB of Storage total. These fees are subject to annual usage audits, which may affect future fees at an increase of \$15/10GB/month for Storage.

**Statements/Invoices should be mailed to:**

City of Bloomington – Procurement Services  
City of Bloomington Fire Department

109 E Olive Street  
Bloomington, IL 61701  
Phone: 309-434-2333  
Email: [jjohnston@cityblm.org](mailto:jjohnston@cityblm.org)

**ImageTrend Salesperson Contact:**

Eric Bambar  
952-469-1589  
[ebambar@imagetrend.com](mailto:ebambar@imagetrend.com)  
[contracts@imagetrend.com](mailto:contracts@imagetrend.com)

## **EXHIBIT B – SERVICE LEVEL AGREEMENT**

### **PERPETUAL USE LICENSE, IMAGETREND HOSTED SOLUTION VERSION 4.0**

This agreement exists for the purpose of creating an understanding between IMAGETREND and CLIENT who elect to host the application on IMAGETREND's servers. It is part of our guarantee for exceptional service levels for as long as the system annual support fee is contracted. The Licensed IMAGETREND Hosted Solution Service Level Agreement guarantees your web application's availability, reliability and performance. This Service Level Agreement (SLA) applies to any site or application hosted on our network as contracted.

#### **1. Hosting at the ImageTrend's Datacenter**

IMAGETREND's hosting environment provides **99.9% availability** and is comprised of state-of-the-art Blade Servers and SAN storage that are configured with the no single point of failure through software and infrastructure virtualization, blade enclosure redundancies and backup storage policies. Our Compellent SAN has a fiber channel backend, currently hosts 8TB of storage, has dual storage controllers with redundant power supplies and redundant paths to disk, and hot swappable drives. We do offsite replication to disk on a second SAN. Scheduled maintenance and upgrades do not apply to the system availability calculation and all CLIENTs are properly notified of such scheduled occurrences to minimize accessibility interruptions.

##### ***Hardware***

IMAGETREND server hardware is configured to prevent data loss due to hardware failure and utilize the following to ensure a quick recovery from any hardware related problems.

- Independent Application and Database Servers
  - Microsoft SQL Server 2012
  - Microsoft Windows Server 2012
- Redundant Power Supplies
- Off-Site Idle Emergency Backup Servers (optional)
- Sonicwall VPN Firewall
- Redundant Disk configuration
- Disk Space allocation and Bandwidth as contracted

##### ***Physical Facility***

The IMAGETREND hosting facilities are located in downtown Minneapolis and Chicago with every industry standard requirement for hosting not only being met, but exceeded. Requirements such as power supply and power conditioning, normal and peak bandwidth capacity, security and fail over locations are all part of an overall strategy to provide the most reliable hosting facility possible.

- Redundant, high-speed Internet connections over fiber optics.
- Power protection via an in-line 80kVa UPS with a 150 KW backup diesel generator
- Temperature controlled
- Waterless Fire Protection and Clean agent fire suppression
- Secured site access
- Steel Vault Doors
- 21" concrete walls and ceiling

### ***Data Integrity***

IMAGETREND applications are backed up daily allowing for complete recovery of data to the most recent backup:

- Daily Scheduled Database and Application Backups.
- Daily Scheduled backup Success/Failure notification to IMAGETREND staff

## **2. Application and Hosting Support**

IMAGETREND provides ongoing support as contracted for their applications and hosting services, including infrastructure. This includes continued attention to product performance and general maintenance needed to ensure application availability. Support includes technical diagnosis and fixes of technology issues involving IMAGETREND software. IMAGETREND has a broad range of technical support services available in the areas of:

- Web Application Hosting and Support
- Subject Matter Expert Application Usage Support
- Web Application Development/Enhancement
- Database Administration/Support
- Project Management
- Systems Engineering/Architecture

IMAGETREND offers multi-level technical support, based on level-two user support by accommodating both the general inquiries of the administrators and those of the system users. We will give the administrators the ability to field support for the system as the first level of contact while providing them the option to refer inquiries directly to IMAGETREND.

IMAGETREND's Support Team is available Monday through Friday from 7:00 am to 6:00 pm CST via the Support Suite, email or telephone.

Support Suite: [www.imagetrend.com/support](http://www.imagetrend.com/support)

Email: [support@imagetrend.com](mailto:support@imagetrend.com)

Toll Free: 1-888-730-3255

Phone: 952-469-1589

### ***Online Support***

IMAGETREND offers an online support system which incorporates around-the-clock incident reporting of all submitted tickets to IMAGETREND's application support specialists. Once a CLIENT submits a support ticket, he or she can track the progress with a secure login to the support application. The system promotes speedy resolution by offering keyword-based self-help services and articles in the knowledgebase, should CLIENTS wish to bypass traditional support services. Ticket tracking further enhances the efforts of Support Desk personnel by allowing IMAGETREND to identify patterns which can then be utilized for improvements in production, documentation, education and frequently asked questions to populate the knowledgebase. The support ticket tracking system ensures efficient workflow for the support desk specialists while keeping users informed of their incident's status. Support patterns can be referenced to populate additional knowledgebase articles.

### ***Incident Reporting Malfunctions***

IMAGETREND takes all efforts to correct malfunctions that are documented and reported by the CLIENT. IMAGETREND acknowledges receipt of a malfunction report from a CLIENT and acknowledges the disposition and possible resolution thereof according to the chart below.

<b>Severity Level</b>	<b>Examples of each Severity Level:</b>	<b>Notification Acknowledgement: IMAGETREND Return Call to Licensee after initial notification of an Error</b>	<b>Action Expectation: Anticipated Error resolution notification after IMAGETREND Return Call to Licensee of Notification Acknowledgement of an error.</b>
High/Site Down	<ul style="list-style-type: none"> <li>- Complete shutdown or partial shutdown of one or more Software functions</li> <li>- Access to one or more Software functions not available</li> <li>- Major subset of Software application impacted</li> </ul>	Within one (1) hour of initial notification during business hours or via support.imagetrend.com	Six hours
Medium	<ul style="list-style-type: none"> <li>- Minor subsystem failure</li> <li>-Data entry or access impaired on a limited basis – usually can be delegated to local client contact as a first level or response for resolution – usually user error (i.e. training) or forgotten passwords</li> </ul>	Within four (4) hours of initial notification	24 Business hours
Low	<ul style="list-style-type: none"> <li>- System operational with minor issues; suggested enhancements as mutually agreed upon – typically covered in a future release as mutually agreed upon.</li> </ul>	Same day or next business day of initial notification	Future Release

**Service Requests (enhancements)**

Any service requests that are deemed to be product enhancements are detailed and presented to the development staff, where the assessment is made as to whether these should be added to the future product releases and with a priority rating. If an enhancement request is specific to one CLIENT and deemed to be outside of the original scope of the product, then a change order is written and presented to the CLIENT. These requests are subject to our standard rates and mutual agreement. CLIENTS review and approve the scope, specification and cost before work is started to ensure goals are properly communicated.

Product release management is handled by IMAGETREND using standard development tools and methodologies. Work items including, tasks, issues, and scenarios are all captured within the system. Releases are based on one or more iterations during a schedule development phase. This includes by not limited to: development, architecture, testing, documentation, builds, test and use cases. Submissions of issues or requests are documented within our Product Management system and from there workflow is created to track the path from initial request to resolution.

**Out of Scope**

CLIENT may contract with IMAGETREND for Out of Scope services. This will require a separate Statement of Work and will be billed at IMAGETREND’s standard hourly rate.

**Maintenance and Upgrades**

System/product maintenance and upgrades, if applicable, are included in the ongoing support and warranty as contracted. These ensure continued attention to product performance and general maintenance. Scheduled product upgrades include enhancements and minor and major product changes. Customers are notified in advance of scheduled maintenance. It is the CLIENT’s responsibility to accept all offered updates and upgrades to the system. If the CLIENT does not accept these, CLIENT should be advised that IMAGETREND, at its discretion, may offer limited support for previous versions. All code releases also maintain the integrity of any CLIENT specific configurations (i.e. templates, addresses, staff information, active protocols, etc.) that have been implemented either by IMAGETREND’s implementation staff or the CLIENT’s administrative staff.

***Escalation***

Our support staff is committed to resolving your issues as fast as possible. If they cannot resolve your issue, they will identify the course of action that they will be taking and indicate when an answer will be available. They in turn will seek assistance from the designated developer. The next level of escalation goes to the Project Manager, who also addresses all operational issues on an ongoing basis and reviews the issue log regularly to assess product performance and service levels. Senior Management will handle issues requiring further discussion and resolution. Any issues to be determined to be of a critical nature are immediately escalated accordingly.

## EXHIBIT C – HIPAA BUSINESS ASSOCIATE AGREEMENT

### BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) dated \_\_\_\_\_, 2017 (the “Effective Date”), is entered into by and between City of Bloomington Fire Department, an Illinois corporation (the “Covered Entity”) and ImageTrend, Inc. a Minnesota corporation (the “Business Associate”).

**WHEREAS**, Covered Entity and Business Associate have entered into, or are entering into, or may subsequently enter into, agreements or other documented arrangements (collectively, the “Business Arrangements”) pursuant to which Business Associate may provide products and/or services for Covered Entity that require Business Associate to access, create and use health information that is protected by state and/or federal law; and

**WHEREAS**, pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the U.S. Department of Health & Human Services (“HHS”) promulgated the Standards for Privacy of Individually Identifiable Health Information (the “Privacy Standards”), at 45 C.F.R. Parts 160 and 164, requiring certain individuals and entities subject to the Privacy Standards (each a “Covered Entity”, or collectively, “Covered Entities”) to protect the privacy of certain individually identifiable health information (“Protected Health Information”, or “PHI”); and

**WHEREAS**, pursuant to HIPAA, HHS has issued the Security Standards (the “Security Standards”), at 45 C.F.R. Parts 160, 162 and 164, for the protection of electronic protected health information (“E PHI”); and

**WHEREAS**, in order to protect the privacy and security of PHI, including E PHI, created or maintained by or on behalf of the Covered Entity, the Privacy Standards and Security Standards require a Covered Entity to enter into a “business associate agreement” with certain individuals and entities providing services for or on behalf of the Covered Entity if such services require the use or disclosure of PHI or E PHI; and

**WHEREAS**, on February 17, 2009, the federal Health Information Technology for Economic and Clinical Health Act was signed into law (the “HITECH Act”), and the HITECH Act imposes certain privacy and security obligations on Covered Entities in addition to the obligations created by the Privacy Standards and Security Standards; and

**WHEREAS**, the HITECH Act revises many of the requirements of the Privacy Standards and Security Standards concerning the confidentiality of PHI and E PHI, including extending certain HIPAA and HITECH Act requirements directly to business associates; and

**WHEREAS**, Business Associate and Covered Entity desire to enter into this Business Associate Agreement;

**NOW THEREFORE**, in consideration of the mutual promises set forth in this Agreement and the Business Arrangements, and other good and valuable consideration, the sufficiency and receipt of which are hereby severally acknowledged, the parties agree as follows:

1. **Business Associate Obligations.** Business Associate may receive from Covered Entity, or create or receive on behalf of Covered Entity, health information that is protected under applicable state and/or federal law, including without limitation, PHI and E PHI. All capitalized terms not otherwise defined in this Agreement shall have the meanings set forth in the Privacy Standards, Security Standards or the HITECH Act, as applicable (collectively referred to hereinafter as the “Confidentiality Requirements”). All references to PHI herein shall be construed to include E PHI. Business Associate agrees not to use or disclose (or permit the use or disclosure of) PHI in a manner that

would violate the Confidentiality Requirements if the PHI were used or disclosed by Covered Entity in the same manner.

2. **Use of PHI.** Except as otherwise required by law, Business Associate shall use PHI in compliance with 45 C.F.R. § 164.504(e). Furthermore, Business Associate shall use PHI (i) solely for Covered Entity's benefit and only for the purpose of performing services for Covered Entity as such services are defined in Business Arrangements, and (ii) as necessary for the proper management and administration of the Business Associate or to carry out its legal responsibilities, provided that such uses are permitted under federal and state law. Covered Entity shall retain all rights in the PHI not granted herein. Use, creation and disclosure of de-identified health information by Business Associate are not permitted unless expressly authorized in writing by Covered Entity.
3. **Disclosure of PHI.** Subject to any limitations in this Agreement, Business Associate may disclose PHI to any third party persons or entities as necessary to perform its obligations under the Business Arrangement and as permitted or required by applicable federal or state law. Further, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that (i) such disclosures are required by law, or (ii) Business Associate: (a) obtains reasonable assurances from any third party to whom the information is disclosed that it will be held confidential and further used and disclosed only as required by law or for the purpose for which it was disclosed to the third party; (b) requires the third party to agree to immediately notify Business Associate of any instances of which it is aware that PHI is being used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the Confidentiality Requirements. Additionally, Business Associate shall ensure that all disclosures of PHI by Business Associate and the third party comply with the principle of "minimum necessary use and disclosure," i.e., only the minimum PHI that is necessary to accomplish the intended purpose may be disclosed; provided further, Business Associate shall comply with Section 13405(b) of the HITECH Act, and any regulations or guidance issued by HHS concerning such provision, regarding the minimum necessary standard and the use and disclosure (if applicable) of Limited Data Sets. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor (collectively, "Recipients"), Business Associate shall require Recipients to agree in writing to the same restrictions and conditions that apply to the Business Associate under this Agreement. Business Associate shall report to Covered Entity any use or disclosure of PHI not permitted by this Agreement, of which it becomes aware, such report to be made within three (3) business days of the Business Associate becoming aware of such use or disclosure. In addition to Business Associate's obligations under Section 9, Business Associate agrees to mitigate, to the extent practical and unless otherwise requested by Covered Entity in writing or as directed by or as a result of a request by Covered Entity to disclose to Recipients, any harmful effect that is known to Business Associate and is the result of a use or disclosure of PHI by Business Associate or Recipients in violation of this Agreement.
4. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate shall (i) provide access to, and permit inspection and copying of, PHI by Covered Entity or, as directed by Covered Entity, an individual who is the subject of the PHI under conditions and limitations required under 45 CFR §164.524, as it may be amended from time to time, and (ii) amend PHI maintained by Business Associate as requested by Covered Entity. Business Associate shall respond to any request from Covered Entity for access by an individual within five (5) days of such request and shall make any amendment requested by Covered Entity within ten (10) days of such request. Any information requested under this Section 4 shall be provided in the form or format requested, if it is readily producible in such form or format. Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies). Covered Entity shall determine whether a denial is appropriate or an exception applies. Business Associate shall notify Covered Entity within five (5) days of receipt of any request for access or amendment by an individual. Covered Entity shall determine whether to grant or deny any access or amendment requested by the individual. Business Associate shall have a process in place for requests for amendments and for appending such

requests to the Designated Record Set, as requested by Covered Entity.

5. **Accounting of Disclosures.** Business Associate shall make available to Covered Entity in response to a request from an individual, information required for an accounting of disclosures of PHI with respect to the individual in accordance with 45 CFR §164.528, as amended by Section 13405(c) of the HITECH Act and any related regulations or guidance issued by HHS in accordance with such provision. Business Associate shall provide to Covered Entity such information necessary to provide an accounting within thirty (30) days of Covered Entity's request or such shorter time as may be required by state or federal law. Such accounting must be provided without cost to the individual or to Covered Entity if it is the first accounting requested by an individual within any twelve (12) month period. For subsequent accountings within a twelve (12) month period, Business Associate may charge a reasonable fee based upon the Business Associate's labor costs in responding to a request for electronic information (or a cost-based fee for the production of non-electronic media copies) so long as Business Associate informs the Covered Entity and the Covered Entity informs the individual in advance of the fee, and the individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue as long as Business Associate maintains PHI.
6. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an individual's specific authorization for the use of his or her PHI, and (i) the individual revokes such authorization in writing, (ii) the effective date of such authorization has expired, or (iii) the consent or authorization is found to be defective in any manner that renders it invalid, Business Associate agrees, if it has notice of such revocation or invalidity, to cease the use and disclosure of any such individual's PHI except to the extent it has relied on such use or disclosure, or where an exception under the Confidentiality Requirements expressly applies.
7. **Records and Audit.** Business Associate shall make available to the U.S. Department of Health and Human Services or its agents, its internal practices, books, and records relating to the use and disclosure of PHI received from, created, or received by Business Associate on behalf of Covered Entity for the purpose of determining Covered Entity's compliance with the Confidentiality Requirements or any other health oversight agency, in a time and manner designated by the Secretary. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity immediately upon receipt by Business Associate of any and all requests by or on behalf of any and all federal, state and local government authorities served upon Business Associate for PHI.
8. **Implementation of Security Standards; Notice of Security Incidents.** Business Associate will use appropriate safeguards to prevent the use or disclosure of PHI other than as expressly permitted under this Agreement. Business Associate will implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate acknowledges that the HITECH Act requires Business Associate to comply with 45 C.F.R. §§ 164.308, 164.310, 164.312, 164.314, and 164.316 as if Business Associate were a Covered Entity, and Business Associate agrees to comply with these provisions of the Security Standards and all additional security provisions of the HITECH Act. Furthermore, **to the extent feasible, Business Associate will use commercially reasonable efforts** to ensure that the technology safeguards used by Business Associate to secure PHI will render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI in accordance with HHS Guidance published at 74 Federal Register 19006 (April 17, 2009), or such later regulations or guidance promulgated by HHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI. Business Associate acknowledges and agrees that the HIPAA Omnibus Rule finalized January 25, 2013 at 78 Fed. Reg. 5566 requires Business Associate to comply with new and modified obligations imposed by that rule under 45 C.F.R. §164.306, 45 C.F.R. § 164.308, 45 C.F.R. § 163.310, 45 C.F.R. § 164.312, 45 C.F.R. § 164.316, 45 C.F.R. § 164.502, 45 C.F.R. § 164.504. Lastly, Business Associate will promptly report to Covered Entity any successful Security Incident of which it becomes aware. At the request of Covered Entity, Business Associate shall identify: the date of the Security Incident, the

scope of the Security Incident, the Business Associate's response to the Security Incident and the identification of the party responsible for causing the Security Incident, if known. Business Associate and Covered Entity shall take reasonable measures to ensure the availability of all affirmative defenses under the HITECH Act, HIPAA, and other state and federal laws and regulations governing PHI and EPHI.

## 9. Data Breach Notification and Mitigation.

- a. HIPAA Data Breach Notification and Mitigation. Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any "breach" of "unsecured PHI" as those terms are defined by 45 C.F.R. §164.402 (hereinafter a "HIPAA Breach"). The parties acknowledge and agree that 45 C.F.R. §164.404, as described below in this Section 9.1, governs the determination of the date of a HIPAA Breach. In the event of any conflict between this Section 9.1 and the Confidentiality Requirements, the more stringent requirements shall govern. Business Associate will, following the discovery of a HIPAA Breach, notify Covered Entity immediately and in no event later than three (3) business days after Business Associate discovers such HIPAA Breach, unless Business Associate is prevented from doing so by 45 C.F.R. §164.412 concerning law enforcement investigations. For purposes of reporting a HIPAA Breach to Covered Entity, the discovery of a HIPAA Breach shall occur as of the first day on which such HIPAA Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. Business Associate will be considered to have had knowledge of a HIPAA Breach if the HIPAA Breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the HIPAA Breach) who is an employee, officer or other agent of the Business Associate. No later than seven (7) business days following a HIPAA Breach, Business Associate shall provide Covered Entity with sufficient information to permit Covered Entity to comply with the HIPAA Breach notification requirements set forth at 45 C.F.R. §164.400 *et seq.* Specifically, if the following information is known to (or can be reasonably obtained by) the Business Associate, Business Associate will provide Covered Entity with: (i) contact information for individuals who were or who may have been impacted by the HIPAA Breach (e.g., first and last name, mailing address, street address, phone number, email address); (ii) a brief description of the circumstances of the HIPAA Breach, including the date of the HIPAA Breach and date of discovery; (iii) a description of the types of unsecured PHI involved in the HIPAA Breach (e.g., names, social security number, date of birth, address(es), account numbers of any type, disability codes, diagnostic and/or billing codes and similar information); (iv) a brief description of what the Business Associate has done or is doing to investigate the HIPAA Breach, mitigate harm to the individual impacted by the HIPAA Breach, and protect against future HIPAA Breaches; and (v) appoint a liaison and provide contact information for same so that the Covered Entity may ask questions or learn additional information concerning the HIPAA Breach. Following a HIPAA Breach, Business Associate will have a continuing duty to inform Covered Entity of new information learned by Business Associate regarding the HIPAA Breach, including but not limited to the information described in items (i) through (v), above.
- b. Data Breach Notification and Mitigation Under Other Laws. In addition to the requirements of Section 9.1, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach of individually identifiable information (including but not limited to PHI, and referred to hereinafter as "Individually Identifiable Information") that, if misused, disclosed, lost or stolen, Covered Entity believes would trigger an obligation under one or more State data breach notification laws (each a "State Breach") to notify the individuals who are the subject of the information. Business Associate agrees that in the event any Individually Identifiable Information is lost, stolen, used or disclosed in violation of one or more State data breach notification laws, Business Associate shall promptly: (i) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach; (ii) cooperate and assist Covered Entity with any investigation into any State Breach or alleged State Breach conducted by any State Attorney General or State Consumer

Affairs Department (or their respective agents); (iii) comply with Covered Entity's determinations regarding Covered Entity's and Business Associate's obligations to mitigate to the extent practicable any potential harm to the individuals impacted by the State Breach; and (iv) assist with the implementation of any decision by Covered Entity or any State agency, including any State Attorney General or State Consumer Affairs Department (or their respective agents), to notify individuals impacted or potentially impacted by a State Breach.

- c. **Breach Indemnification.** Business Associate shall indemnify, defend and hold Covered Entity and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Business Associate in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Business Associate. If Business Associate assumes the defense of an Information Disclosure Claim, Covered Entity shall have the right, at its expense and without indemnification notwithstanding the previous sentence, to participate in the defense of such Information Disclosure Claim. Business Associate shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Covered Entity. Covered Entity likewise shall not take any final action with respect to any Information Disclosure Claim without the prior written consent of Business Associate. To the extent permitted by law and except when caused by an act of Covered Entity or resulting from a disclosure to a Recipient required or directed by Covered Entity to receive the information, Business Associate shall be fully liable to Covered Entity for any acts, failures or omissions of Recipients in furnishing the services as if they were the Business Associate's own acts, failures or omissions.
- i. Covered Entity shall indemnify, defend and hold Business Associate and its officers, directors, employees, agents, successors and assigns harmless, from and against all reasonable losses, claims, actions, demands, liabilities, damages, costs and expenses (including costs of judgments, settlements, court costs and reasonable attorneys' fees actually incurred) (collectively, "Information Disclosure Claims") arising from or related to: (i) the use or disclosure of Individually Identifiable Information (including PHI) by Covered Entity, its subcontractors, agents, or employees in violation of the terms of this Agreement or applicable law, and (ii) whether in oral, paper or electronic media, any HIPAA Breach of unsecured PHI and/or State Breach of Individually Identifiable Information by Covered Entity, its subcontractors, agents, or employees.
- ii. Covered Entity and Business Associate shall seek to keep costs or expenses that the other may be liable for under this Section 9, including Information Disclosure Claims, to the minimum reasonably required to comply with the HITECH Act and HIPAA. Covered Entity and Business Associate shall timely raise all applicable affirmative defenses in the event a violation of this Agreement, or a use or disclosure of PHI or EPHI in violation of the terms of this Agreement or applicable law occurs.

10. **Term and Termination.**

- a. This Agreement shall commence on the Effective Date and shall remain in effect until terminated in accordance with the terms of this Section 10, provided, however, that termination shall not affect the respective obligations or rights of the parties arising under this Agreement prior to the effective date of termination, all of which shall continue in accordance with their terms.
- b. Covered Entity shall have the right to terminate this Agreement for any reason upon thirty (30) days written notice to Business Associate.

- c. Covered Entity, at its sole discretion, may immediately terminate this Agreement and shall have no further obligations to Business Associate if any of the following events shall have occurred and be continuing:
    - i. Business Associate fails to observe or perform any material covenant or obligation contained in this Agreement for ten (10) days after written notice thereof has been given to the Business Associate by Covered Entity; or
    - ii. A violation by the Business Associate of any provision of the Confidentiality Requirements or other applicable federal or state privacy law relating to the obligations of the Business Associate under this Agreement.
  - d. Termination of this Agreement for either of the two reasons set forth in Section 10.c above shall be cause for Covered Entity to immediately terminate for cause any Business Arrangement pursuant to which Business Associate is entitled to receive PHI from Covered Entity.
  - e. Upon the termination of all Business Arrangements, either Party may terminate this Agreement by providing written notice to the other Party.
  - f. Upon termination of this Agreement for any reason, Business Associate agrees either to return to Covered Entity or to destroy all PHI received from Covered Entity or otherwise through the performance of services for Covered Entity, that is in the possession or control of Business Associate or its agents. In the case of PHI which is not feasible to “return or destroy,” Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to comply with other applicable state or federal law, which may require a specific period of retention, redaction, or other treatment of such PHI.
11. **No Warranty.** PHI IS PROVIDED TO BUSINESS ASSOCIATE SOLELY ON AN “AS IS” BASIS. COVERED ENTITY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE.
12. **Ineligible Persons.** Business Associate represents and warrants to Covered Entity that Business Associate (i) is not currently excluded, debarred, or otherwise ineligible to participate in any federal health care program as defined in 42 U.S.C. Section 1320a-7b(f) (“the Federal Healthcare Programs”); (ii) has not been convicted of a criminal offense related to the provision of health care items or services and not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs, and (iii) is not under investigation or otherwise aware of any circumstances which may result in Business Associate being excluded from participation in the Federal Healthcare Programs. This shall be an ongoing representation and warranty during the term of this Agreement, and Business Associate shall immediately notify Covered Entity of any change in the status of the representations and warranty set forth in this section. Any breach of this section shall give Covered Entity the right to terminate this Agreement immediately for cause.
13. **Miscellaneous.**
- a. **Notice.** All notices, requests, demands and other communications required or permitted to be given or made under this Agreement shall be in writing, shall be effective upon receipt or attempted delivery, and shall be sent by (i) personal delivery; (ii) certified or registered United States mail, return receipt requested; or (iii) overnight delivery service with proof of delivery. Notices shall be sent to the addresses below. Neither party shall refuse delivery of any notice hereunder.

If to Covered Entity:

Compliance Office

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If to Business Associate:

ImageTrend, Inc.  
Attn: Michael J. McBrady  
20855 Kensington Blvd.  
Lakeville, MN 55044

14. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the Party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.
15. **Assignment.** Neither Party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.
16. **Severability.** Any provision of this Agreement that is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.
17. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Business Arrangements or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Business Arrangements are more strict with respect to PHI and comply with the Confidentiality Requirements, or the parties specifically otherwise agree in writing. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party; provided, however, that upon the enactment of any law, regulation, court decision or relevant government publication and/or interpretive guidance or policy that the Covered Entity believes in good faith will adversely impact the use or disclosure of PHI under this Agreement, Covered Entity may amend the Agreement to comply with such law, regulation, court decision or government publication, guidance or policy by delivering a written amendment to Business Associate which shall be effective thirty (30) days after receipt. No obligation on either Party to enter into any transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.
18. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the state in which Business Associate is located, excluding its conflicts of laws provisions. Jurisdiction and venue for any dispute relating to this Agreement shall exclusively rest with the state and federal courts in the county in which Business Associate is located.
19. **Equitable Relief.** The parties understand and acknowledge that any disclosure or misappropriation of any PHI in violation of this Agreement will cause the other irreparable harm, the amount of which may be difficult to ascertain, and therefore agrees that the injured party shall have the right to apply to

a court of competent jurisdiction for specific performance and/or an order restraining and enjoining any such further disclosure or breach and for such other relief as the injured party shall deem appropriate. Such right is to be in addition to the remedies otherwise available to the parties at law or in equity. Each party expressly waives the defense that a remedy in damages will be adequate and further waives any requirement in an action for specific performance or injunction for the posting of a bond.

20. **Nature of Agreement; Independent Contractor.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) a relationship of employer and employee between the parties. Business Associate is an independent contractor, and not an agent of Covered Entity. This Agreement does not express or imply any commitment to purchase or sell goods or services.
21. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart executed by the party against whom enforcement of this Agreement is sought. Signatures to this Agreement transmitted by facsimile transmission, by electronic mail in portable document format (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same force and effect as physical execution and delivery of the paper document bearing the original signature.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the Effective Date.

**COVERED ENTITY: (City of Bloomington Fire Department)      BUSINESS ASSOCIATE:**

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
(Print or Type Name)

Michael J. McBrady  
(Print or Type Name)

\_\_\_\_\_  
(Title)

President  
(Title)

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

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

---

## **EXHIBIT D – INSURANCE CERTIFICATE**

Intentionally left blank

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## **EXHIBIT E – TAX EXEMPTION CERTIFICATE**

CLIENT to provide completed Tax Exemption Form, Tax Exemption Certificate, or other applicable documentation from the State Department regarding their Tax Exemption Status.

## EXHIBIT F - EPHI DATA EXPORT SIGN OFF

To be completed by SYSTEM ADMINISTRATOR:

### ePHI Data Export

Between ImageTrend, Inc. ("ImageTrend"), a Minnesota Corporation located at 20855 Kensington Blvd., and \_\_\_\_\_ ("the Data Owner") residing at \_\_\_\_\_

\_\_\_\_\_ for transmitting ePHI data to \_\_\_\_\_ ("Transferee") located at \_\_\_\_\_.

**Whereas;** ImageTrend is a provider of data management services and a current Business Associate to the Data Owner and;

**Whereas;** the Data Owner wishes ImageTrend to share certain ePHI data from the Data Owner's System in ImageTrend's capacity as a Business Associate with Transferee

#### 1. Data Export Purpose

A. The purpose of this Data Export is to provide data necessary to Transferee to enable Transferee to provide billing services and other associated services to Data Owner.

#### 2. Data Export Set Up

ImageTrend shall transmit to Transferee the data identified by Data Owner in the attached Workbook ("Identified Data"). The export will be set up subsequent return of the completed Workbook by Data Owner to ImageTrend.

#### 3. Authorization

Data Owner hereby authorizes ImageTrend to transmit and disclose the Identified Data, and to disclose and transmit other data reasonably necessary to achieve the data export's purpose outlined in Section 1 above. This Agreement modifies any prior agreements of the parties only to the extent necessary to effect this agreement, and does not otherwise change the terms of any prior agreements between the parties.

#### 4. Right to Revoke or Terminate

Data Owner may terminate or revoke the right to transmit or disclose data granted to ImageTrend by this Agreement at any time by providing reasonable written notice to ImageTrend and providing a commercially reasonable period of time in which to effect the termination.

The parties have read, understand, and have authority to agree to the terms of this Agreement:

"DATA OWNER"

"IMAGETREND"

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: Michael J. McBrady

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

Title: President

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_



## CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of approving the purchase of a Vactron LP873 SDT excavating and potholing machine in the amount of \$78,200.

**RECOMMENDATION/MOTION:** Council authorize the purchase of a Vactron LP873 SDT excavating and potholing machine from Vermeer Midwest in the amount of \$78,200.00, utilizing the NJPA Joint Purchasing Agreement (Contract #070313-VRM valid through 9/11/17), and the Procurement Manager be authorized to issue a Purchase Order.

**STRATEGIC PLAN LINK:** Goal 1. Financially Sound City Providing Quality Basic Services. Goal 2. Upgrade City Infrastructure and Facilities Goal 5. Great Place – Livable, Sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** 1a. Budget with adequate resources to support defined services and level of services. 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service. 5a. Well-planned City with necessary services and infrastructure.

**BACKGROUND:** Over the past several decades, the trend of utility companies has been to invest capital into placing their infrastructure underground; with the utility companies that operate within the City of Bloomington following the same pattern. According to a study completed by the Edison Electric Institute, approximately thirty percent of electrical lines have been buried underground. While this study only focused on electrical lines, there are many different types of utilities that are currently being buried underground that were previously above ground. This presents unique challenges to the operational aspects of the City of Bloomington and the Water Department specifically.

Currently, once the Water Department arrives at a jobsite, a backhoe is used to remove the earth until their utility is located. This requires a large area of public and private property to be disturbed while being careful not to damage any other utilities that may be buried within the close proximity of the jobsite. This method of removal is becoming costly and inefficient.

The Water Department is recommending that the City Council approve the request to purchase a Vactron LP873 SDT Excavating and Potholing machine, utilizing the NJPA Joint Purchasing Agreement, for locating services and for carefully digging around utilities that may be buried next to the Water Department's infrastructure. The Vactron machine will make excavating valve boxes, services and locating water mains more efficient by allowing the Department to rapidly remove earth instead of having to rely solely on a backhoe. The Vactron LP873 SDT will decrease the mobilization and replacement costs associated with traditional earth moving equipment.

Since January 1, 2017, the Water Department has spent \$7,500.00 in renting a Vactron LP873SDT from Vermeer Midwest, Inc. in Goodfield, Illinois. At a total cost of \$78,200.00, the \$7,500.00 spent in rental fees represents 9.6% of the cost of purchasing a new machine. With current rate of usage, the Department will spend approximately \$15,000.00 per year in renting this machine which is equal to 19.2% of total cost of new machine per year. The high rate of usage makes purchasing a new machine a better financial option.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Not Applicable

**FINANCIAL IMPACT:** The purchase of this equipment was budgeted in the FY 2018 budget for \$95,000 in the Capital Lease – Capital Outlay Equipment Other Than Office account (40110137-72140). The total cost for this equipment will be \$78,200. Stakeholders can locate this in the FY 2018 budget book titled “Adopted Other Funds Budget” on pages 102,108, and 275.

**COMMUNITY DEVELOPMENT IMPACT:** UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment.

Link to Comprehensive Plan/Downtown Plan Goals: UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not Applicable.

Respectfully submitted for Council consideration.

Prepared by: Joseph M. Darter, Miscellaneous Technical Assistant  
Brett Lueschen, Superintendent of Distribution

Reviewed by: Robert Yehl PE, Water Director  
Steve Rasmussen, Assistant City Manager

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

Community Development review by: Tom Dabareiner AICP, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Vermeer Midwest, Inc. Quote
- NJPA – National Joint Purchasing Agreement – 070313 VRM
- Vactron LP1273 Brochure



120 E Martin Drive2  
Goodfield, IL 61742  
309-303-6457

7/24/2017

Quote #: 00781GFGP-R1

PO #:

Bill To:  
**City Of Bloomington Water Dept**  
**Brett Lueschen**  
**603 W. Division**  
**Bloomington, IL 61705**

Ship To:  
**City Of Bloomington Water Dept**  
**Brett Lueschen**  
**603 W. Division**  
**Bloomington, IL 61705**

Dear Brett And John, Here is the specifications and pricing you requested regarding our Vermeer LP873SDT Vactron excavating and potholing machine.

- 1 - Vactron LP873 SDT, New 2017 with: **\$77,300.00**
- NJPA - National Joint Purchasing Agreement - 070313 VRM
- 83 HP Yanmar Tier 4i Diesel Engine ( No Regen )
- 800 Gallon Spoil Tank
- 1000 CFM Vacuum Pump
- 4000 psi @ 4 GPM - High Pressure Water System
- Two (2) 200 Gallon Water Tanks
- Reverse Pressure to Off-Load Liquids and Dislodge Debris in Hose
- 33' ft x 4" Suction Hose with Suction Tools - 6' and 4' Lengths
- Hydraulically Operated Full and Claw Locked Rear Door
- Water Knife With Turbo Nozzle & Clean-Up Wand
- Low Profile Torsion Axles (20,000 GVWR)
- Strong Arm Option ( Safety Feature Keeps Operator Away From Hose When Operating )
- 4" Emulsifier Suction Tool ( Water And Suction Capabilities Combined )
- Arrow Board Option ( Safety Option For Traffic Control )
- SHT Package - (2) 4" x 15' Suction Hoses With Camlock Fitting And Storage Under Tank )
- Recirculation Kit And Air Gap ( Hydrant Fill )
- 50' Water Hose And Hose Reel
- Hydraulic Jack Option, Pintle Hitch, Safety Chains, Light Plug ( City Choice )
- Machine Warranty - Two Year Parts And One Year Labor
- Engine Warranty - Two Years - 2000 Hours Parts And Labor - 3 Year/3000 Hr Major Components
- 2 Years Standard Yanmar Engine Warranty

<b>Machine</b>	<b>\$77,300.00</b>
<b>Freight and Prep</b>	<b>\$900.00</b>
<b>Total Due</b>	<b><u>\$78,200.00</u></b>

**Finance Options with Approved Credit**

**Monthly Payment**

Approximate Payment on 60 months based on \$0.00 down - **\$1,485.17**

Proposal good for 30 days; we reserve the right at any time prior to acceptance to revoke this quotation.

Accepted by \_\_\_\_\_ Date \_\_\_\_\_

Initials: \_\_\_\_\_

I appreciate the opportunity. If you have any questions please call me at 309-303-6457.

Start Up And Training/Safety No Charge At Dleivery.

Sincerely,

Glenn Pitzer

309-303-6457

glenn.pitzer@vermeermidwest.com



**NJPA VENDOR CONTRACT SUMMARY – VERMEER**

<b>DATE</b> September 11, 2013	<b>RFP #</b> 070313
<b>AWARDED CONTRACT NUMBER</b> <b>070313-VRM</b>	<b>NJPA RFP TITLE &amp; CATEGORY</b> Grounds Maintenance with Related Equipment, Accessories and Supplies
<b>CONTRACT PERIOD</b> September 11, 2013 to September 11, 2017	<b>PRICING MODEL</b> Percent Discount from List (varies by product category) Discounts of up to 14% off list available
<b>DESCRIPTION</b> Comprehensive lines of tree care and underground equipment.	
<b>VENDOR NAME AND ADDRESS</b> Vermeer Corporation 1210 Vermeer Road East Pella, IA 50219 <a href="http://www.vermeer.com">www.vermeer.com</a>	<b>VENDOR CONTACT</b> Chad Tousey 641-621-8531 <a href="mailto:njpa@vermeer.com">njpa@vermeer.com</a>

<b>NJPA CONTRACTS CONSIST OF THE FOLLOWING DOCUMENTS</b> "Contract" as used herein shall mean cumulative documentation consisting of this RFP, fully executed Forms C,D,F & P from the proposer's response and a fully executed form E "Acceptance and Award" with final terms and conditions. Form E will be executed on or after award and will provide final clarification of terms and conditions. <ul style="list-style-type: none"><li>• <a href="#">Request for Proposal (RFP)</a></li><li>• <a href="#">Contract Acceptance and Award</a></li><li>• Proposer's Response and Pricing - Available upon request from the NJPA Contract Administrator</li></ul>	<b>RELATED CONTRACT DOCUMENTATION</b>  <a href="#">Affidavit of Advertisement</a> <a href="#">Proposal Opening Witness Page</a> <a href="#">Proposal Evaluation</a> <a href="#">Evaluation Committee Comment &amp; Review Board Minutes</a>
<b>DOCUMENTATION OF CONTRACT MAINTENANCE</b> <a href="#">Contract Renewal 2016</a> <a href="#">Contract Renewal 2015</a> <a href="#">Contract Renewal 2014</a>	<b>ADDITIONAL INFORMATION:</b>

**NJPA INFORMATION**

<b>NJPA CONTACT</b> Andy Campbell	<b>TITLE</b> Contract Administrator
<b>PHONE</b> 218-895-4145	<b>EMAIL</b> <a href="mailto:andy.campbell@njpacoop.org">andy.campbell@njpacoop.org</a>
<b>ADDRESS</b> 202 12th Street NE, P.O. Box 219, Staples, MN 56479	<b>WEBSITE</b> <a href="http://www.njpacoop.org">www.njpacoop.org</a>

National Joint Powers Alliance®

Contract Purchasing Department



# VAC-TRON. EQUIPMENT

The Industry Innovator



CVS FILTRATION  
HOUSING



37 HP KOHLER  
GAS ENGINE



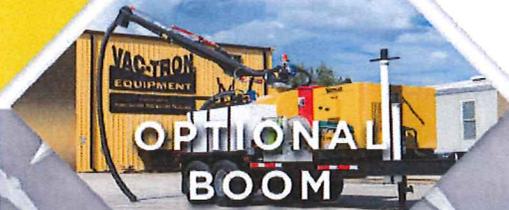
## LP 573/873/1273 SGT:

LOW PROFILE SERIES

Super Gas Trailer

LOW PROFILE  
SERIES

OPTIONAL  
BOOM



WWW.VACTRON.COM

1-888-VAC-TRON

822-8766

# VAC-TRON. EQUIPMENT

#### GENERAL DIMENSIONS & WEIGHTS - SKID:

Length: 14.75' (4.5m) (573 Model)  
Length: 16.4' (5m) (873 Model)  
Length: 18' (5.5m) (1273 Model)  
Height: 82" (208.3cm)  
Empty Weight: 5,440lbs (2467.5kg) (573 Model)  
Empty Weight: 6,160lbs (2794.1kg) (873 Model)  
Empty Weight: 9,250lbs (4,195.7kg) (1273 Model)  
Width: 93" (236.2cm)  
Width: 94" (239cm) (1273 Model)

#### GENERAL DIMENSIONS & WEIGHTS - TRAILER:

Empty Weight: 6,000lbs (573 Model)  
Empty Weight: 6,420lbs (873 Model)  
Empty Weight: 8,030lbs (Heavy)  
Empty Weight: 9,680lbs (1273 Model)  
Length: 19.25' (5.9m) (573 Model)  
Length: 22.4' (6.8m) (873 Model)  
Length: 24' (7m) (1273 Model)  
Width: 93" (236.2cm)  
Width: 94" (239cm) (1273 Model)  
Height: 90" (228.6cm)  
Height: 111" (282cm) (1273 Model)  
Brake Type: Electric  
Hitch Type: Pintle  
GVWR: 9,995lbs (4,534kg) (573 Lite)  
GVWR: 12,000lbs (5,443kg) (573 Model)  
GVWR: 14,000lbs (6,350kg) (573 Heavy)  
GVWR: 14,000lbs (6,350kg) (873 Model)  
GVWR: 20,000lbs (9,072kg) (873 Heavy)  
GVWR: 24,000lbs (10,886.2kg) (1273 Model)  
Trailer Axles: 7 K (x2)  
Trailer Axles: Tandem dually (1273 Model)

#### ENGINE 573/873/1273 SGT:

Horsepower: 37hp (27.6kW) Kohler air cooled gas  
Enclosure: Yes  
Fuel Tank Capacity: 30gal (113.6L)

#### WATER TANK:

Water Tank Capacity:  
573 Standard: 200gal (757L)  
573 Lite: 100gal (379L)  
573 Heavy: 300gal (1,136L)  
873 Standard: 200gal (757L)  
873 Heavy: 400gal (1,515L)  
1273: 300gal (1,136L)  
Number of Tanks: 2  
High Pressure Pump Flow Rate: 4gpm  
High Pressure Pump: 3,500psi  
High Pressure Hose Length: 50' (15.2m)  
Low Water Shut Off: Yes

#### SPOIL TANK:

Spoil Tank Capacity: 500gal (1,893L) (573 Model)  
Spoil Tank Capacity: 800gal (3,028L) (873 Model)  
Spoil Tank Capacity: 1,200gal (4,542L) (1273 Model)  
Door Type: Hydraulic  
Tank Lift Type: Twin Cylinder

#### VACUUM:

Type of Filters: Cartridge Filter 0.5 Microns  
Hose Length: 30' (9m)  
Hose Width: 3" (7.9cm)  
Vacuum: 1,000cfm  
Water Trap Capacity: 60gal (227L)  
Suction Hose Storage: 30' (9m)

#### CONTROL PANEL:

Controls: Curbside  
Gauges: Analog

#### OPTIONAL BOOM:

Pick Up Hose: 4" (10cm)  
Reach: 15' (4.6m)  
Movement: 6-Way

#### OPTIONAL STRONG ARM:

Reach: 15' (4.57m)

LP 573/873/1273 SGT

VAC-TRON LOW PROFILE SERIES



#### OPTIONAL BOOM:

Optional six-way hydraulic boom maximizes job performance by supporting the weight of the vacuum hose.

#### 37 HP KOHLER GAS ENGINE:

37 HP Kohler gas engine with 1,000 CFM vacuum pump. The SGT delivers great performance with a much lower cost of the Tier 4 final Diesel option.



#### CVS FILTRATION HOUSING:

The LP filtration housing also incorporates a 28" (71.1cm) diameter cyclone, four-way valve for reverse pressure, and the largest silencer in the industry for quiet performance. **Patented.**

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## CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of:

- A. Approving a Resolution for Change Order #1 in the amount of \$17,940.00 to an existing contract with CAD Construction, Inc. for construction of the Police Training Facility Addition; and
- B. Approving and accepting payment in the amount of \$9,618.35 from Shive-Hattery, Inc. in satisfaction of errors in the initial construction drawings for construction of the Police Training Facility Addition that led to the Change Order #1.

**RECOMMENDATION/MOTION:** That the Resolution Approving Change Order #1 from CAD Construction, Inc. for revisions to the septic system in connection with construction of the Police Training Facility Addition in the amount of \$17,940.00 be approved and the Mayor and City Clerk authorized to execute the Resolution and the City Manager authorized to execute the necessary documents; and that payment in the amount of \$9,618.35 be accepted in full satisfaction of the error in the initial drawings by Shive-Hattery, Inc. that led to re-working the septic system plans and Change Order #1.

**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 Police Training Facility needs to be repaired and brought back into service to ensure that the Bloomington Police Department has an adequate training center for its officers. Currently, only the outdoor firing range is operational at the facility. As a result, training is often limited due to weather, available natural light and off-site activities around the site. The Proposed improvements to the indoor range will enable Bloomington Police officers to train in all weather and lighting conditions regardless of the activities that may occur on properties adjacent to the site. In addition, the Mclean County Sheriff's Department and Normal Police Department can use the improved facility to train their officers who are often called upon to assist the Bloomington Police Department. The fees collected from these other agencies over the past several years should be applied to the proposed improvements. In addition, the improvements should make the facility a valuable training center so these agencies will continue their financial support instead of pursuing other training options.

On March 10, 2014, the City Council authorized the replacement of four building roofs at the facility. In 2015, lead abatement and mold remediation were completed at the indoor training building. A bid for mold remediation at the Lodge was also obtained, but was well above budgeted

funds and was not completed. Since mold remediation in the Lodge was not completed, the building is not safe for occupancy. Ammunition storage and the only restrooms at the entire training facility are located in the Lodge. In order to resume indoor training, several improvements are needed at the indoor training facility. This includes an addition for code required restrooms and ammunition storage, heating, ventilation, water, electric and sewage disposal improvements and drainage improvements to minimize future environmental concerns. On October 10, 2016, Council authorized an agreement with Shive-Hattery, Inc. for design and construction document preparation for all of these improvements.

On April 24, 2017, Council authorized Base Bid + Option 1 (Bid #2017-42) and awarded the contract to CAD Construction, Inc. This option provides a useable facility which allows the Police Department to resume year-round training in all weather and lighting conditions regardless of the activities that may occur on properties adjacent to the site. Removal of the existing vents minimizes potential leaks and future mold and moisture problems in the facility.

As CAD began work, it became apparent that errors existed in initial construction documents as prepared by Shive-Hattery. Specifically, Shive-Hattery contracted to evaluate and test the existing septic system and design a new sewage disposal system if needed. Shive did not perform an adequate evaluation and as a result improperly recommended no changes to the septic system. After CAD was awarded the bid, they discovered that the septic system would not adequately support changes to the system. Shive-Hattery was contacted regarding the septic system and agreed to perform a full inspection of the site. After the full inspection, several changes were made to the initial design plans.

After discovery of the inadequate septic system, CAD issued Change Order #1. City Staff contacted Shive-Hattery regarding their mistake, and both sides worked towards a potential resolution. It is agreed that these septic system changes would have needed to be completed regardless if Shive-Hattery had included them in the construction documents or not. Had they been included, then the City would have been able to take advantage of bid pricing, as opposed to current market pricing.

Shive-Hattery obtained their own estimate for the work through Williamson Excavating, LLC in the amount of \$10,191.25. The City has a longstanding practice of standing by its awarded bids and contractors. City Staff did not want to engage in a third-party contract to complete the work, and instead wishes to honor the entire contract it awarded to CAD. CAD should not be penalized for Shive-Hattery's mistake. Shive-Hattery has agreed to compensate the City for the difference between the competitive bidding price it could have received if the plans were drawn correctly, and the current market price it will pay CAD. Therefore, Shive-Hattery has agreed to pay the difference between the CAD change order of \$17,940 and their estimate of \$8,321.65 (\$10,191.25 less a credit of \$1,869.60 for sewer piping), so the City is only responsible for what would have been the likely bid cost for this additional work: \$8,321.65.

The most efficient way to complete this is for the City to accept Change Order #1 as presented and pay CAD in full. Shive-Hattery will then pay the City \$9,618.35 to offset the City's costs and make the total cost to the City \$8,321.65.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:**

**FINANCIAL IMPACT:** The total financial impact to the City will be an increase in the cost of the project by \$17,940.00. This will change the contract amount from \$537,100.00 to \$555,040.00; however, this increase will be offset by the \$9,618.35 paid to the City by Shive-Hattery recorded in Capital Improvement-Other Contributions account (40100100-57390). A new purchase order in FY 2018 will be created to cover the additional expense. The Capital Improvement-Buildings account (40100100-72520) will pay for the additional expense. A year end budget amendment will be brought to City Council for approval if at the end of FY 2018 there are not sufficient funds to cover this expenditure. Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on page 97.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** The revised septic plans will not lead to any projected increases in operational costs from the initial plan. Future operational costs include electric, gas and related utility costs for the facility. These costs are already being incurred, but minor increases due to the additional use of the improved facility are anticipated. These costs are included in the Police Departments annual operational budget.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Facilities Manager  
Reviewed by: Steve Rasmussen, Assistant 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:**

- CAD Change Order #1
- Williamson Excavating Estimate
- Resolution



**CAD CONSTRUCTION INC.**

**CONTRATOR'S/ SUBCONTRACTOR'S PROPOSAL BREAKDOWN SUMMARY**

**PROJECT:** BPD Training Facility  
E. 1400 N. Road / N. 3000 E. Road  
McLean County, IL

**PROPOSAL REQUEST NUMBER:** 001

**PROPOSAL DATE:** 6/30/2017

**OWNER:** City of Bloomington, IL

**ARCHITECT:** Shive Hattery

OWNER:	<input type="checkbox"/>
ARCHITECT:	<input checked="" type="checkbox"/>
CONSULTANT:	<input type="checkbox"/>
CONTRACTOR:	<input checked="" type="checkbox"/>
SUBCONTRACTOR:	<input type="checkbox"/>
FIELD:	<input type="checkbox"/>
OTHER:	<input type="checkbox"/>

**FROM CONTRACTOR:**

CAD CONSTRUCTION  
508 E PEARL A-1  
TREMONT IL 61568

**ARCHITECT'S PROJECT NUMBER:**

	ADDITIONS	DELETIONS	NET TOTAL
A. MATERIAL	\$ 5,600.00		\$ 5,600.00
B. LABOR	\$ 10,000.00		\$ 10,000.00
C. OTHER MATERIAL/ EQUIPMENT			\$ -
D. NET TOTAL A+B+C			\$ 15,600.00
E. SUBCONTRACTOR OVERHEAD AND PROFIT LINE D. 10%			
F. SUBTOTAL LINE E + F			\$ 15,600.00
G. GENERAL CONTRACTOR'S OVERHEAD AND PROFIT 15%			\$ 2,340.00
H. TOTAL			\$ 17,940.00
I.			
J. MATERIAL	\$ -		\$ -
K. LABOR			\$ -
L. OTHER MATERIAL/ EQUIPMENT			\$ -
M. NET TOTAL I+J+K+L			\$ -
N. GENERAL CONTRACTOR'S OVERHEAD AND PROFIT LINE E.5%			
O. SUBTOTAL LINE M + N			\$ -
P. BOND			
Q. TOTAL PROPOSAL H + O + P			\$ 17,940.00
<b>TOTAL PROPOSAL</b>			<b>\$ 17,940.00</b>

**DESCRIPTION:**

Required changes for the septic system per the owner/designer's request.

**ATTACHEMENTS:**

NONE

**ARCHITECT: OWNER'S REPRESENTATIVE**

**CONTRACTOR:**

Russel Waller - Facilities Manager  
NAME AND TITLE

ALEX BRENNEMAN - Project Manager  
PRINTED NAME AND TITLE

# 3rd Revised Proposal

## J.G. STEWART CONTRACTORS, INC.

2201 W. Oakland Avenue  
Bloomington, Illinois 61705  
(309) 829-2964  
FAX (309) 829-4252

Page No. 1 of 1 pages

Proposal Submitted To:	Phone:	Date:
<b>CAD Construction</b>	<b>309-925-2092</b>	<b>6/30/17</b>
Street:	Job Name:	
<b>508 e. Pearl St., Unit A-1</b>	<b>COB Police Training Facility Addition</b>	
City, State, Zip:	Job Location:	
<b>Tremont, Illinois 61568</b>	<b>E. Rt. 9</b>	
Attn:	Date of Plans:	E-Mail:
<b>Alex Brenneman</b>		<b>cad.alex@frontier.com</b>

We hereby submit specifications and estimates for:

Price based on the attached scope letter

Total Labor & Materials===**\$86,660.00**

Price does not include any permits or fees

**Changes in project per plans dated 6/21/17 per attached list**

**Total add for Labor and Materials===**\$15,600.00****

NOTE: All concrete work is guaranteed for 1 year from the date of completion. Acts of nature (including frost heaving), ordinary wear and tear and unusual abuse or neglect excluded.

Payment to be made as follows:

**Net 30 days**

**An additional \$50.00 per day will be charged as a penalty for each and every day that the payment is past due according to contract.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Worker's Compensation Insurance.

Authorized Signature: \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted with in \_\_\_\_\_  
**60** days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

CAD - COB POLICE TRAINING  
CHANGES TO PROJECT  
PER LAST PLAN DATED 6/21/17  
6/30/17

**REQUESTED CHANGES**

4" CONCRETE HEADWALL	1	EA
RR3 RIP RAP WITH FABRIC 16" MINIMUM THICKNESS 6" MINIMUM BEDDING	4	SY
UNPLUG VENT AND INSTALL NEW ONE AT SAND FILTER	1	EA
EXTRA COST FOR INLETS	1	LS
FURNISH AND INSTALL SEPTIC TANK	1	EA
ABANDON 2 EACH SEPTIC TANKS 1,500 AND 750 GALLON & CONNECT TO SAND FILTER	1	LS
CHANGE 6" SANITARY SEWER TO 4" SCH 40 SANITARY SEWER		
CHANGE ELEVATIONS		

CAD - COB POLICE TRAINING  
CHANGES TO PROJECT

MATERIALS			4,457.50
SUB - PUMP SEPTIC TANK			600.00
SUB - SEPTIC INSTALLER			500.00
TRUCKING			500.00
LABORER	30 HR	83.00	2,490.00
LABORER	28 HR	83.00	2,282.50
PICK UP TRUCK	30 HR	14.00	420.00
BACKHOE & OPERATOR	30 HR	145.00	4,350.00
			15,600.00

# Williamson Excavating, LLC

14964 Halsey Road  
 Heyworth, IL 61745

# Estimate

Date	Estimate #
4/7/2016	1413

Name / Address
Shive Hattery Steven Edwards 2103 Eastland Drive Bloomington, IL 61704

		Job Name	
		Firing Range	
Description	Qty	Cost	Total
Install a 1500 gallon septic tank and connect to the existing sand filter. This plan will need to be approved by the MCHD.			
1500 Gallon Septic Tank installed & connect to existing sand filter	1	3,500.40	3,500.40
4" sch40 pvc pipe installed	246	7.60	1,869.60
Permit Fee to MCHD	1	103.00	103.00
pump & abandoned old septic tank (filled with sand)	2	475.00	950.00
RR3 Oversized aggregate delivered 4 YDS	1	505.00	505.00
Labor , Machinery & Materials to fix vent	1	200.00	200.00
4" sch40 Ell 45	4	5.20	20.80
4" sch40 cleanout cap	1	6.95	6.95
4" sch40 double cleanout tee	1	17.25	17.25
sch40 11.5 degree angle	2	16.00	32.00
landscape fabric	1	30.00	30.00
Labor & Machinery to install rip rap,fabric & cut swale & remove pipe	1	2,375.00	2,375.00
4" sch40 glue cap	1	6.25	6.25
Concrete headwall delivered & installed	1	575.00	575.00
Prevailing wage was figured for job. utility crossing will be an additional \$130.00 per encounter. Rough grade & backfill only. If area needs seed,straw blanket or straw it would be an additional charge.			
Full payment within 30 days of project completion. A late fee of 1.5% per month will be added to any unpaid balance after 30 days. The customer agrees to pay all costs of collecting any past due account including but not limited to lawyer and court costs.		<b>Total</b>	\$10,191.25
Authorization to due work and acceptance of terms. _____			

Phone #	Fax #
(309) 275-3003	

**RESOLUTION NO. 2017-**

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$17,940.00 ASSOCIATED WITH THE CONTRACT BETWEEN THE CITY OF BLOOMINGTON AND CAD CONSTRUCTION, INC. (P.O. 2017-0577)**

WHEREAS, the City of Bloomington has previously authorized a contract with CAD Construction, Inc. for the Police Training Facility Addition; and

WHEREAS, for the reasons set forth in the August 14, 2017 memo it was necessary to; and

WHEREAS, it is the finding of the City Council that the decision to perform the work described in the August 14, 2017 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 \$17,940.00 in the contract between the City of Bloomington and CAD Construction. Inc. be approved.

**PASSED this 14<sup>th</sup> day of August, 2017.**

**APPROVED this \_\_\_\_ day of August, 2017.**

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry Lawson, C.M.C., City Clerk



## CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of approving the purchase of skid track loader for the Parks, Recreation, and Cultural Arts Department

**RECOMMENDATION/MOTION:** Council approves of the purchase of one (1) Bobcat Compact Track Loader and attachments from Bobcat Company Government Sales in amount of \$64,192.56 and the Procurement Manager be authorized to issue a Purchase Order for the same.

**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 PRCA Department maintains ground at 38 parks, 153 right of way locations, City Hall, Library, PCSL Soccer Complex, and Constitution Trail all totally approximately 1000 acres. The PRCA Department provides snow removal for several schools in Unit 5 and District 87, City Hall, park trail and sidewalks, and Constitution Trail. In addition a new 1.3 mile trail was added at The Grove and will need to be cleared of snow and ice for passage to Benjamin School. The unit is used in tree planting, grading, trail sweeping, material loading and unloading, dirt processing and general day to day park maintenance operations. The current unit is a 2002 Bobcat S250 with 8,246 hours. Maintenance and repair costs to date on the current unit is \$63,117.00. This unit will be traded in with a value of \$5,000.00.

The Bobcat T650 T4 Compact Tract Loader is available through NJPA contract #042815-CEC (valid through 5/19/19). All existing Bobcat attachments are interchangeable with the new unit.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City Staff, Bobcat of Bloomington, Bobcat Government Sales, Clark Equipment Company.

**FINANCIAL IMPACT:** The Fiscal Year 2018 Budget includes \$75,000.00 in the Capital Lease-Capital Outlay Machinery and Equipment Other Than Office account (40110137-72140) for the purchase of this item. Stakeholders can locate this in the FY 2018 budget book titled "Adopted Other Funds Budget" on pages 101, 102 and 105.

**COMMUNITY DEVELOPMENT IMPACT:** Not applicable

Link to Comprehensive Plan/Downtown Plan Goals: Not applicable

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: David Lamb, Assistant Superintendent of Parks

Reviewed by: Jay Tetzloff, Director-Parks, Recreation and 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

**Attachments:**

- Quotation Number JLK-00695 from Bobcat Corporation



# Bobcat

## Product Quotation

Quotation Number: JLK-00695

Date: 2017-07-12 11:20:10

Customer Name/Address:	Bobcat Delivering Dealer	<b>ORDERS TO BE PLACED WITH: Contract Holder/Manufacturer</b>
<b>CITY OF BLOOMINGTON G11796 PUBLIC WORKS DEPT 336 SOUTH MAIN STREET BLOOMINGTON, IL 61701</b>	<b>Chuck Bobcat of Bloomington, Bloomington, IL 13955 CAROLE DRIVE BLOOMINGTON IL 61701 Phone: (309) 820-7543 Fax: (309) 828-7820</b>	<b>Clark Equipment Company dba Bobcat Company 250 E Beaton Dr, PO Box 6000 West Fargo, ND 58078 Phone: 701-241-8719 Fax: 701-280-7860 Contact: Heather Messmer Heather.Messmer@doosan.co m</b>

Description	Part No	Qty	Price Ea.	Total
<b>T650 T4 Bobcat Compact Track Loader</b>	<b>M0271</b>	<b>1</b>	<b>\$43,984.12</b>	<b>\$43,984.12</b>
74 HP Tier 4 Turbo Diesel Engine Auxiliary Hydraulics: Variable Flow Backup Alarm Bob-Tach Bobcat Interlock Control System (BICS) Controls: Bobcat Standard Cylinder Cushioning - Lift, Tilt Engine/Hydraulic Systems Shutdown Glow Plugs (Automatically Activated) Horn Instrumentation: Engine Temp and Fuel Gauges, Hourmeter, RPM and Warning Lights Lift Arm Support	<b>Lift Path: Vertical Lights, Front &amp; Rear Operator Cab</b>			
	<ul style="list-style-type: none"> <li>Includes: Adjustable Suspension Seat, Top &amp; Rear Windows, Seat Bar, Seat Belt</li> <li>Roll Over Protective Structure (ROPS) meets SAE-J1040 &amp; ISO 3471</li> <li>Falling Object Protective Structure (FOPS) meets SAE-J1043 &amp; ISO 3449, Level I; (Level II is available through Bobcat Parts)</li> </ul>			
	Parking Brake: Spring Applied, Pressure Released (SAPR) Solid Mounted Carriage with 4 Rollers Spark Arrestor Exhaust System Tracks: Rubber, 12.6" wide Warranty: 12 Months, Unlimited Hours			
<b>A91 Option Package</b>	<b>M0271-P01-A91</b>	<b>1</b>	<b>\$7,501.38</b>	<b>\$7,501.38</b>
Cab enclosure with Heat and AC High Flow Hydraulics Sound Reduction Hydraulic Bucket Positioning Power Bob-Tach Two Speed Travel	<b>Deluxe Instrument Panel Keyless Start Attachment Control Kit Cab Accessories Package 3-Point Seat Belt</b>			
Selectable Joystick Controls (SJC)	M0271-R01-C04	1	\$1,306.10	\$1,306.10
Air Ride Seat 3 pt Belt	M0271-R05-C12	1	\$232.36	\$232.36
Radio	M0271-R26-C02	1	\$308.58	\$308.58
74" C/I Bucket	6731409	2	\$798.00	\$1,596.00
--- Bolt-On Teeth (8)	6737322	8	\$21.56	\$172.48
--- Bolt-On Cutting Edge, 74"	6718007	1	\$167.60	\$167.60
74" Combination Bucket	7167312	1	\$2,591.60	\$2,591.60
--- Port Relief	6684646	1	\$65.79	\$65.79
66" Ind. Fork Grapple (w/7 Tines)	7168344	1	\$2,994.40	\$2,994.40
Front Mount Scarifier	6563526	1	\$893.00	\$893.00
72" Seeder	7167712	1	\$5,107.20	\$5,107.20
--- Bob-Tach Adapter - Seeder	7167759	1	\$625.00	\$625.00

**Total of Items Quoted**

**\$67,545.61**

Freight Charges	\$1,485.00
Dealer Assembly Charges	\$161.95
Trade-in           2002 S250 With Tooth Bucket	(\$5,000.00)
Quote Total - US dollars	\$64,192.56

Notes: Contact Chuck with Bobcat of Bloomington to order. PO should be made out to (Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078 But sent to Bobcat of Bloomington to submit.

*\*Prices per the NJPA Contract #042815-CEC. Effective thru 05-19-2019*  
*\*Customer must be a Coop Member to buy off contract – Log onto [www.njpacoop.org](http://www.njpacoop.org) if not a member to sign up.*  
*\*Terms Net 30 Days. Credit cards accepted.*  
*\*FOB Origin – Prepay and Add to Quote*  
*\*Delivery: 60 to 90 days from ARO.*  
*\*State Sales Taxes apply. IF Tax Exempt, please include Tax Exempt Certificate with order.*  
*\*TID# 38-0425350*  
***\*Orders Must Be Placed with: Clark Equipment Company dba Bobcat Company, Govt Sales, 250 E Beaton Drive, PO Box 6000, West Fargo, ND 58078.***

Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

**ORDER ACCEPTED BY:**

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATED**

\_\_\_\_\_  
**PRINT NAME AND TITLE**

\_\_\_\_\_  
**PURCHASE ORDER #**

**SHIP TO ADDRESS:** \_\_\_\_\_

**BILL TO ADDRESS (if different than Ship To):** \_\_\_\_\_











Bobcat

AIR CONDITIONED



## CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of Analysis of Proposal and Approval of a Contract with Corrective Asphalt Materials, LLC in the amount of \$200,000 for FY 2018 Pavement Preservation.

**RECOMMENDATION/MOTION:** That the unit prices and contract with Corrective Asphalt Materials, LLC for the FY 2018 Pavement Preservation Program in the not-to-exceed amount of \$200,000 be approved as a limited source, and authorize the City Manager and City Clerk to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a - Better quality roads and sidewalks; Objective 4d - Improved neighborhood infrastructure; Objective 5a - Well-planned City with necessary services and infrastructure.

**BACKGROUND:** The Pavement Preservation program was bid in 2011. The sole bidder in 2011 was Corrective Asphalt Materials, LLC. Prior to widespread utilization of Reclamite, City staff researched pavement preservation products and performed field testing to compare Reclamite and a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that Reclamite is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance.

At the January 28, 2013 meeting, Council directed the Public Works Department to negotiate the 2013 Pavement Preservation Program. As has been done since 2012, the City's FY 2018 Pavement Preservation program was negotiated with Corrective Asphalt Materials, LLC. The Reclamite Preservation Seal materials are proprietary and Corrective Asphalt Materials, LLC is the sole source distributor / applicator for our region.

Reclamite is an emulsion made up of specific petroleum oils and resins. It penetrates into the top layer of asphalt pavement and brings the Maltene and Asphaltene ratio back to a proper balance. The rejuvenating process keeps the pavement flexible, so both cracking and road fatigue are reduced. It also seals the pavement from air and water, slowing the oxidation process and reducing the loss of small aggregate.

This type of treatment is designed to keep the good streets good. To get the maximum benefit from the Reclamite, streets are treated with Reclamite within a year after they are resurfaced and then again approximately five years after resurfacing.

The FY 2018 negotiated prices are as follows –

Rejuvenator – Reclamite	\$ 103,612.65
C85 Preservative Treatment	\$ 74,698.20
Street Sweeping and Cleaning – Before Treatment	\$ 4,500.00
Street Sweeping and Cleaning – Final Cleaning	\$ 6,500.00
Resident Notification	\$ 2,300.00
Off-site Dumping of Sweepings	\$ 6,200.00
Total	\$ 197,810.85

The recommended funding level for Pavement Preservation for FY 2018 is \$200,000.

The FY 2018 sidewalk, street and ramp program funding has been allocated as follows:

<u>Budgets</u>	
Street & Alley Resurface Program FY 2018	\$3,646,896.00
ADA Sidewalk Ramp Replacement Program FY 2018	\$400,000.00
Sidewalk Repair Program FY 2018	\$488,866.00
Sidewalk Replacement 50-50 program FY 2018	\$105,000.00
Water Department Street Paving Contribution FY 2018	\$50,000.00
<b>Total City Budgets</b>	<b>\$4,690,762.00</b>

<u>Programs</u>		subtotals
Streets		\$3,870,762.00
- <i>General Resurfacing</i>	\$2,080,000.00	
- <i>Street and Alley Repair</i>	\$1,590,762.00	
- <i>Pavement Preservation</i>	\$200,000.00	
Sidewalks		\$820,000.00
<b>Total City Programs</b>		<b>\$4,690,762.00</b>

Since the bid documents allow for the addition and removal of repair locations, a contract for the entire budgeted amount of \$200,000 will be awarded.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Corrective Asphalt Materials, LLC

**FINANCIAL IMPACT:** The pavement preservation project for \$200,000 was approved in the FY 2018 budget in the Capital Improvement Program – Street Construction and Improvements account (40100100-72530). Stakeholders may locate this in the FY 2018 budget book titled “Adopted Other Funds Budget” on page 97.

**COMMUNITY DEVELOPMENT IMPACT:** *(Not applicable)*

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY  
CONSTRUCTION:** *(Not applicable)*

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, PE, Civil Engineer II

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Contract with CAM Midwest LLC
- Pavement Preservation Treatment Location Maps
- Limited Source Justification

## AGREEMENT

THIS AGREEMENT, Made and entered into this **14<sup>th</sup> day of August, 2017**, by and between, **Corrective Asphalt Materials, LLC**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did call for proposals for furnishing all labor and material for the construction of **FY 2018 Pavement Preservation** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **July 20, 2017**, submit this proposal to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2018 Pavement Preservation** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2018 Pavement Preservation** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$200,000.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

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

IT IS FURTHER AGREED that said Contractor shall complete all work by April 15, 2018.

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

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

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

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

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

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

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

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

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

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

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

(Seal)

ATTEST;

\_\_\_\_\_  
City Clerk

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
City Manager

WITNESS:

CONTRACTOR (Seal)

\_\_\_\_\_

# CITY OF BLOOMINGTON

7/31/2017

FY 2018 PAVEMENT PRESERVATION  
CITY PROJECT # 50-01-53183-18-00

## SCHEDULE OF PRICES

ITEM NO.	DESCRIPTION	UNITS	PLAN QTY	UNIT PRICE	AMOUNT
1	REJUVENATOR - RECLAMITE	SY	119095	\$0.87	\$103,612.65
2	PRESERVATIVE - C85	SY	35235	\$2.12	\$74,698.20
3	STREET SWEEPING AND CLEANING - BEFORE TREATMENT	LS	1	\$4,500.00	\$4,500.00
4	STREET SWEEPING AND CLEANING - FINAL CLEANING	LS	1	\$6,500.00	\$6,500.00
5	RESIDENT NOTIFICATION	LS	1	\$2,300.00	\$2,300.00
5	OFF-SITE DUMPING OF SWEEPINGS	LS	1	\$6,200.00	\$6,200.00
				TOTAL	\$197,810.85

BLOOMINGTON, ILLINOIS  
FY 2018 PAVEMENT PRESERVATION

**PLAN LIST**

**Location Maps on following pages:**

Maps #1 to #5: Phase 1 Notifications

Maps #6 to #14: Phase 2 Notifications

Maps #15 to #17: Phase 1 Treatment

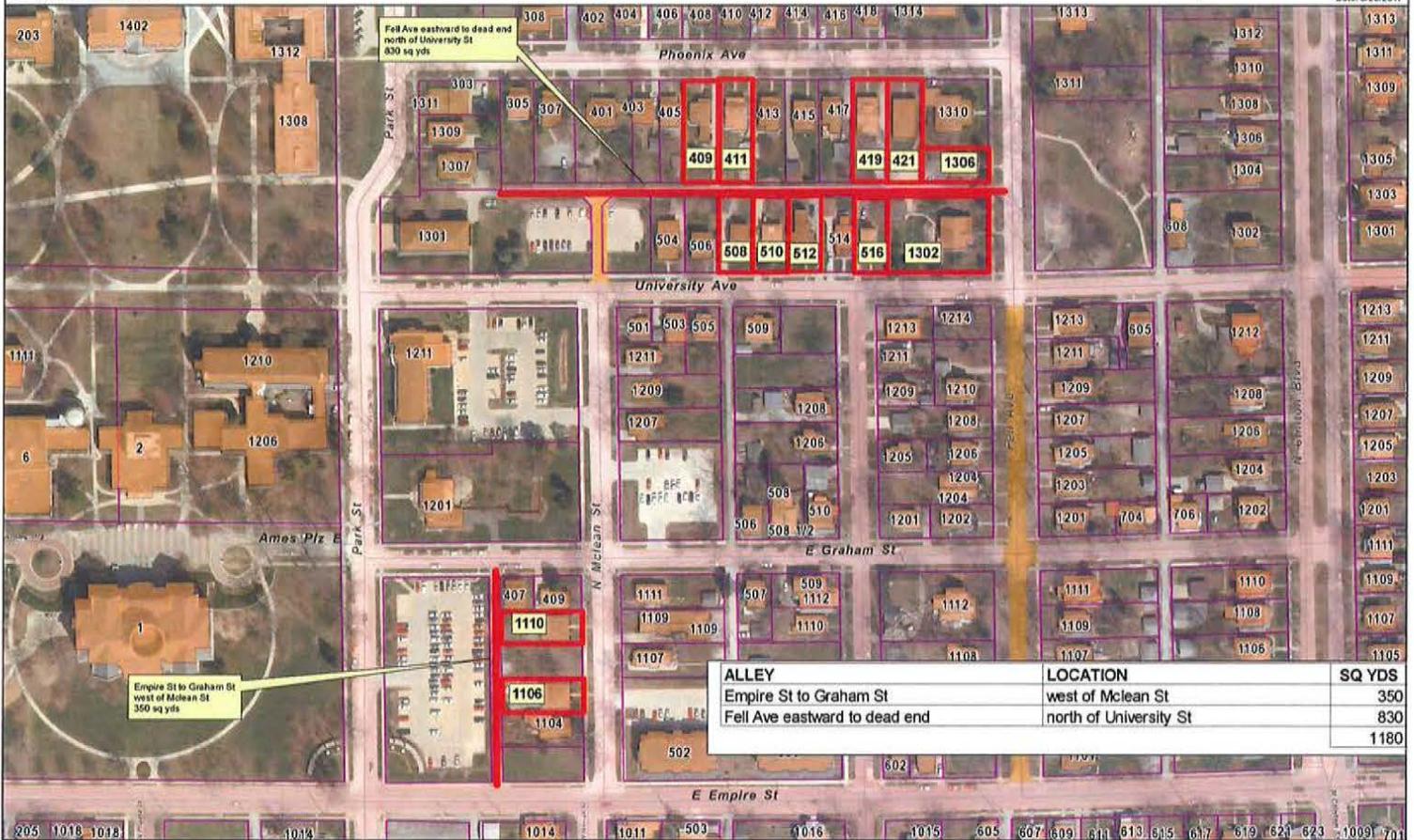
Maps #18 to #20: Phase 2 Treatment

**C85 Alleys 2017 (FY2018) - Phase 1  
NOTIFICATIONS - HIGHLIGHTED ADDRESSES ONLY**

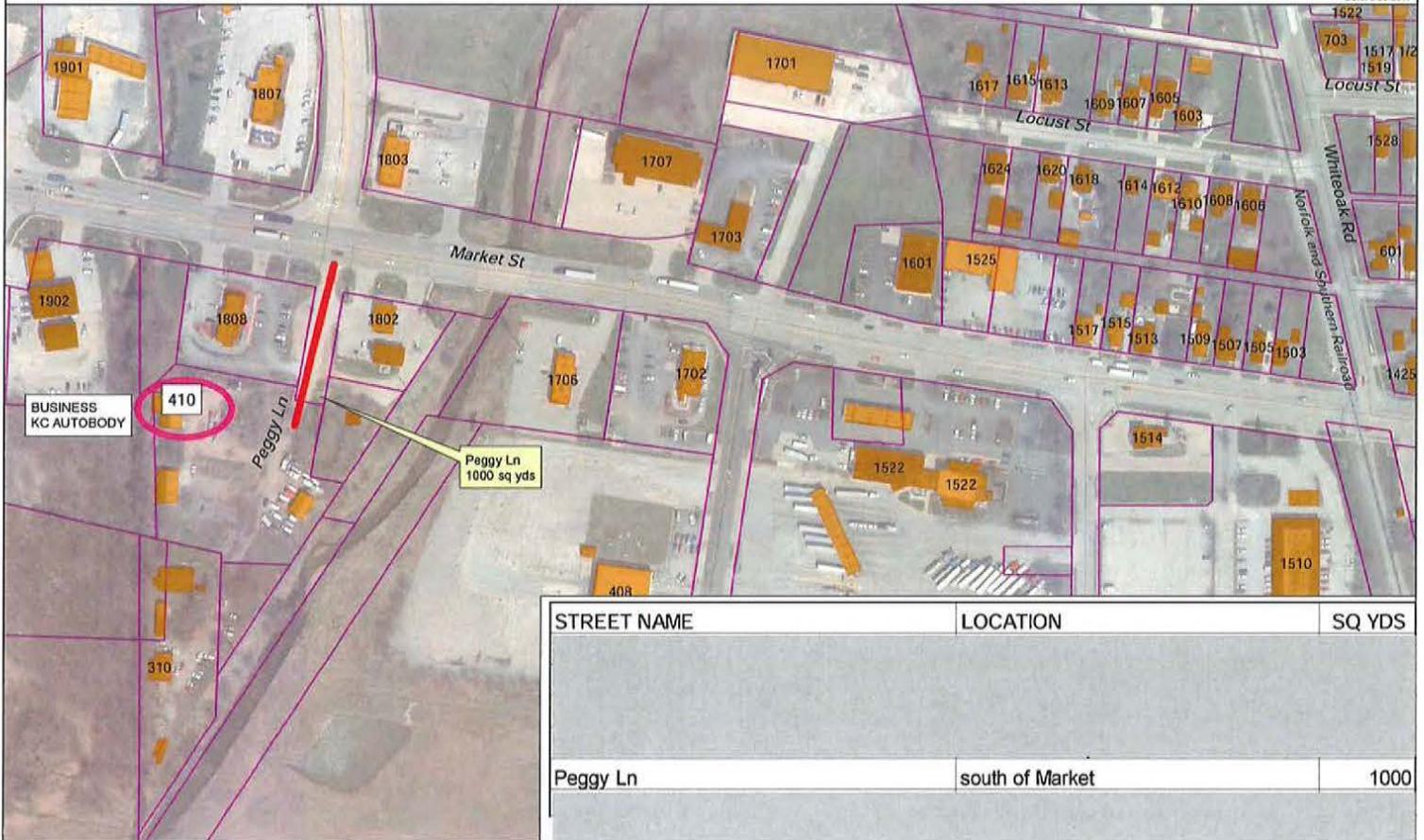
**Map #1**



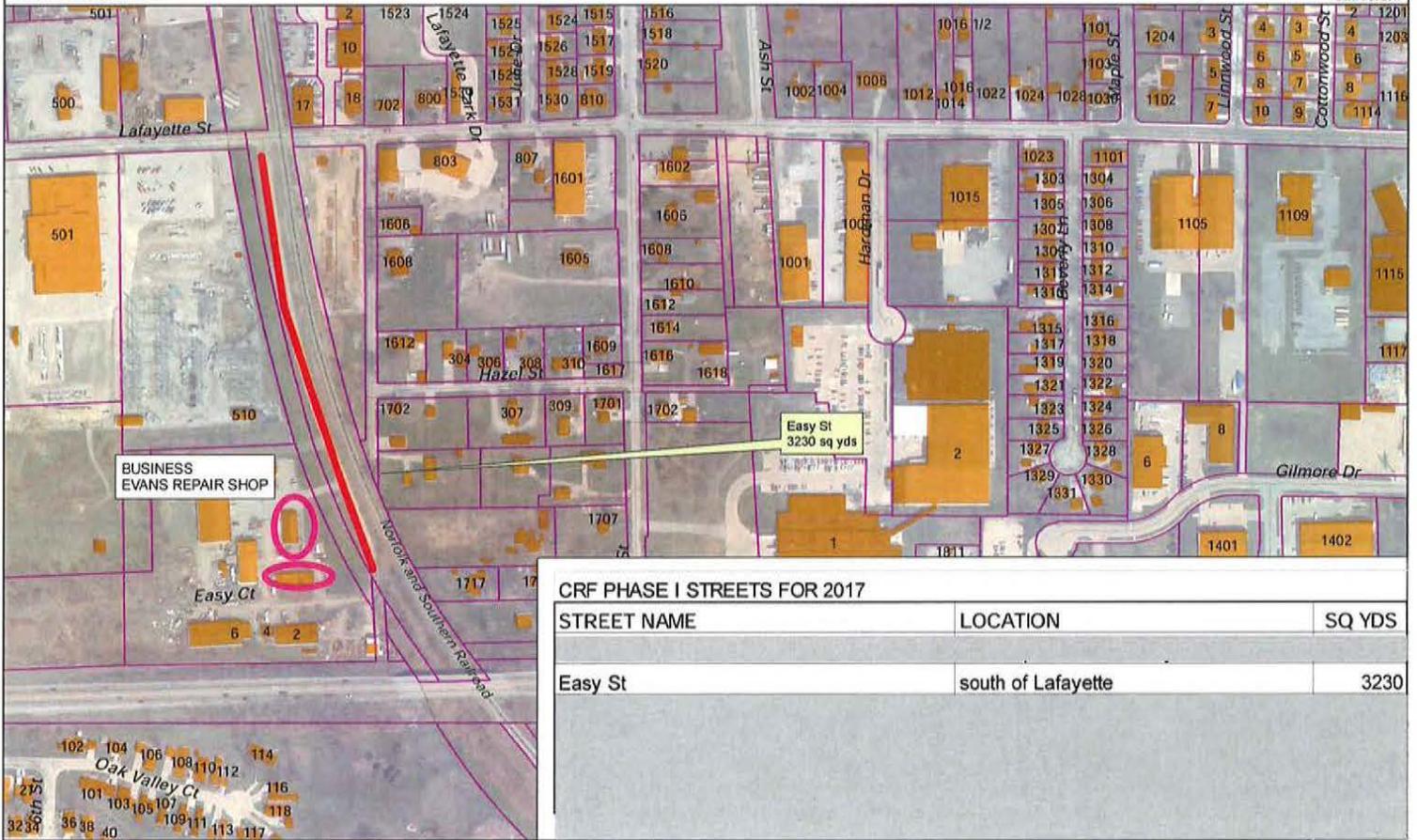
Date: 5/23/2017



ALLEY	LOCATION	SQ YDS
Empire St to Graham St	west of Mclean St	350
Fell Ave eastward to dead end	north of University St	830
		<b>1180</b>



STREET NAME	LOCATION	SQ YDS
Peggy Ln	south of Market	1000

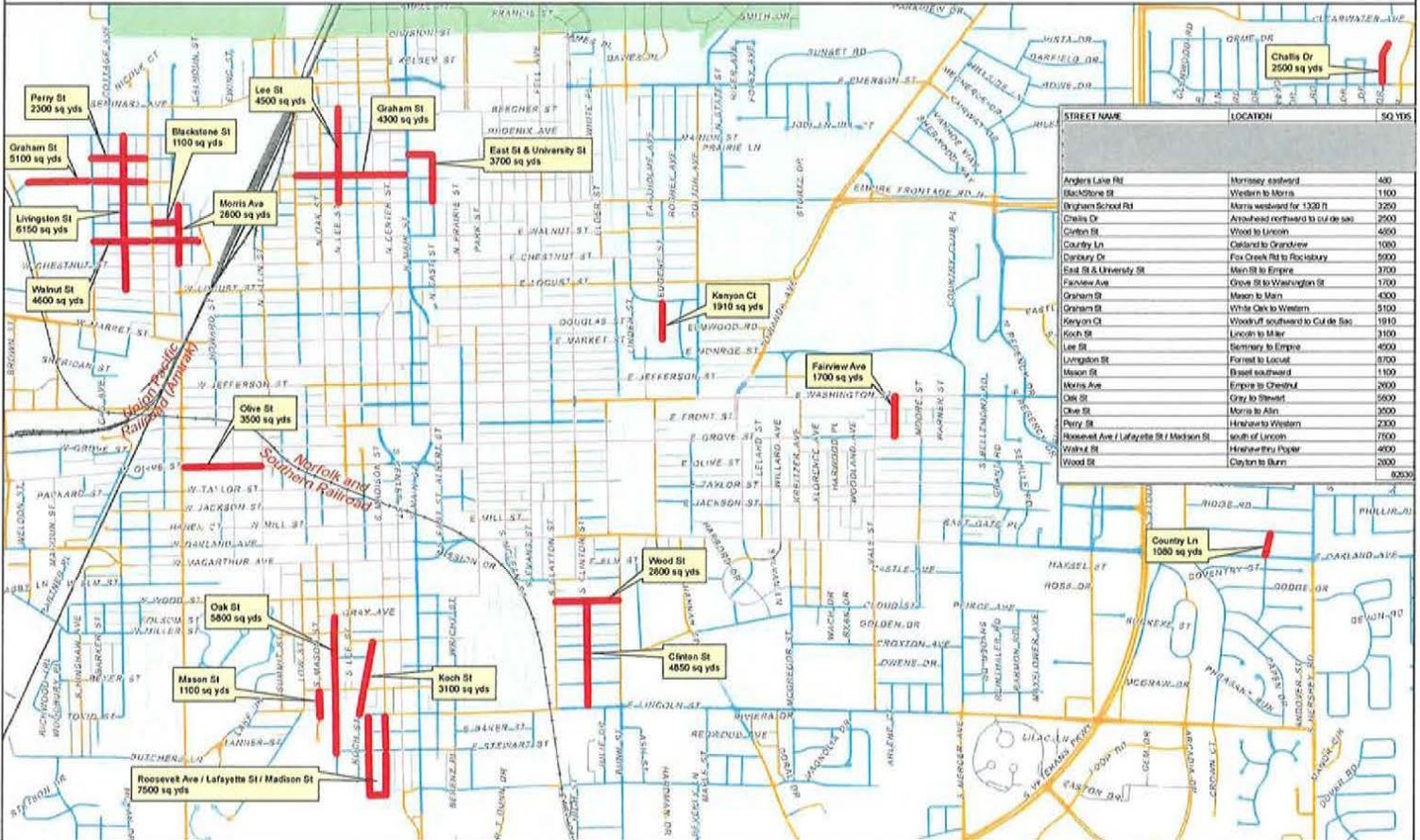
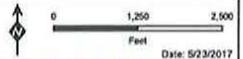




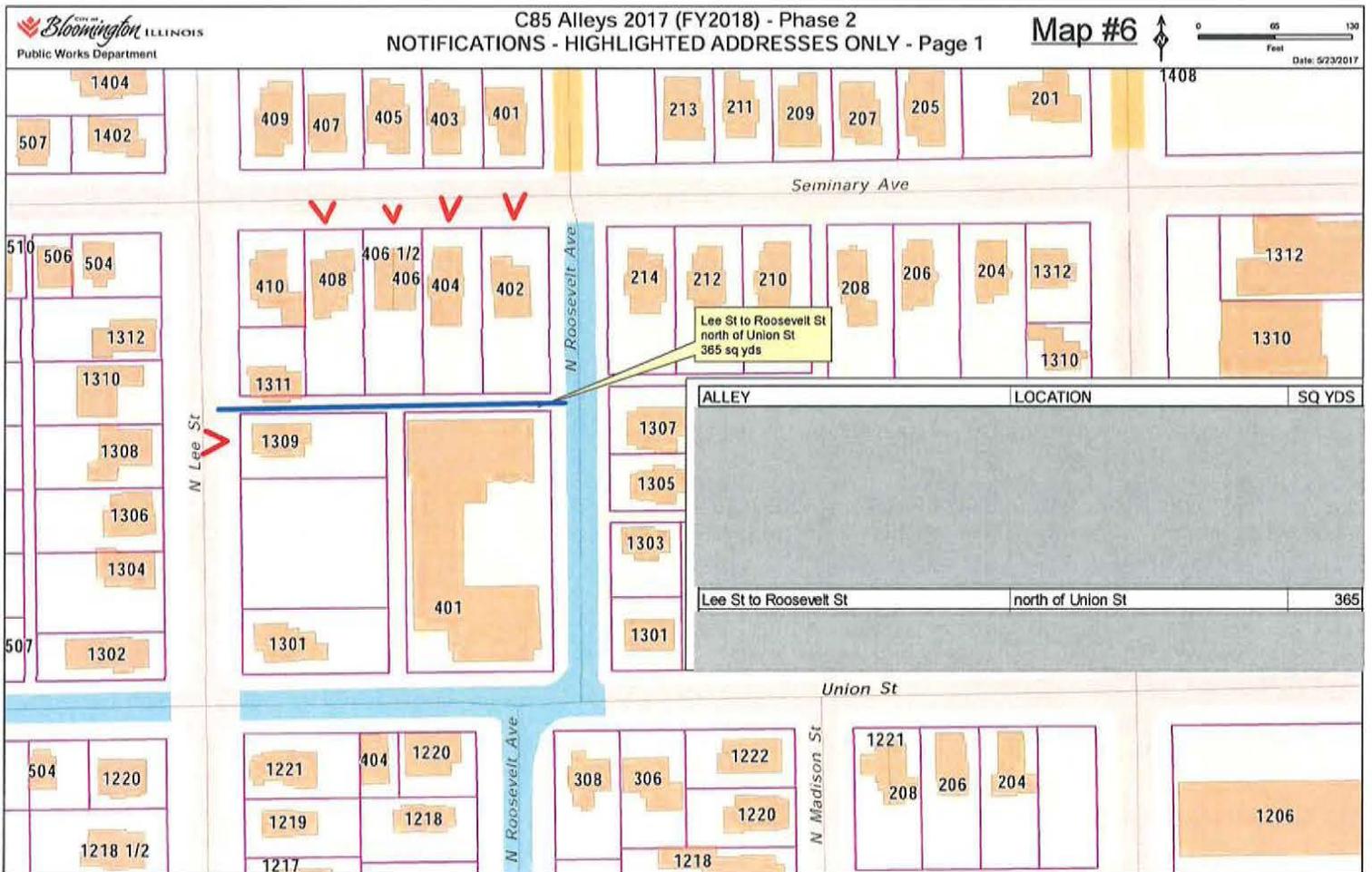
STREET NAME	LOCATION	SQ YDS
Koch St	Stewart to Lincoln	1015

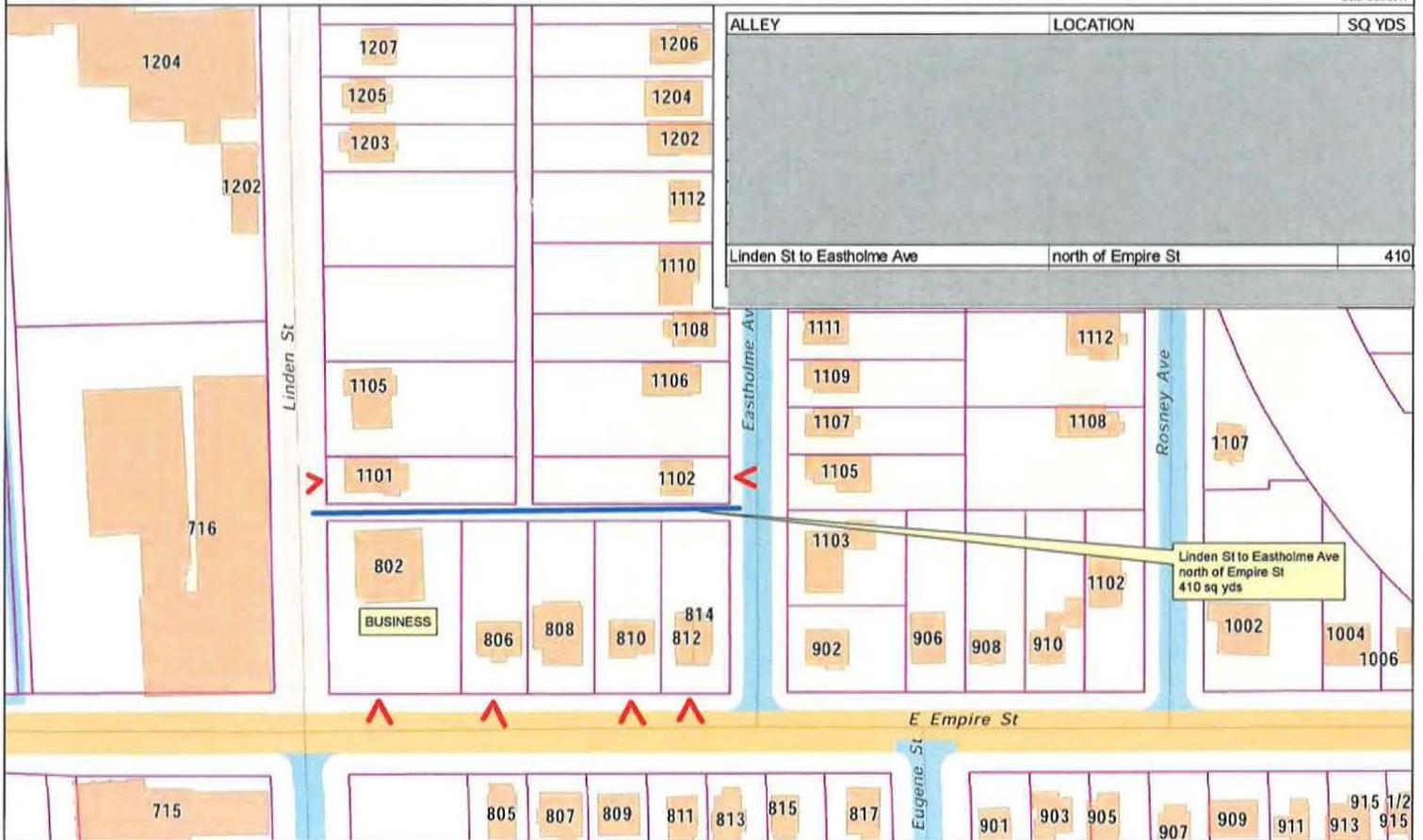
**Reclamite Treatment - 2017 (FY 2018) - Phase 1**  
**NOTIFICATIONS - FOR ALL ADJACENT OCCUPIED PROPERTIES**

**Map #5**



STREET NAME	LOCATION	SQ YDS
Andrew Lane Rd	Harrisony street	480
Blackstone St	Western to Morris	1100
Drigham School Rd	Morris westward for 1320 ft	3250
Chellis Dr	Arrowhead northward to cul de sac	2500
Clinton St	Wood to Lincoln	4850
County Ln	Oakland to Grandview	1000
County Dr	Fox Creek Rd to Rockbury	5000
East St & University St	Map St to Empire	3700
Emple Ave	Emple St to Washington St	3200
Graham St	Mason to Main	4300
Graham St	White Oak to Western	5100
Kenyon Ct	Woodluff southward to Cul de Sac	1910
Koch St	Lincoln to Miller	3100
Lee St	Seminary to Empire	4500
Livingston St	Paradise to Locust	6150
Mason St	Basel southward	1100
Morris Ave	Empire to Chestnut	2800
Oak St	Gray to Shenad	5600
Olive St	Morris to Allen	3500
Perry St	Harrison to Western	2300
Roosevelt Ave / Lafayette St / Madison St	south of Lincoln	7500
Walnut St	Harrison to Floyd	4600
Wood St	Clayton to Barn	2800
		<b>80000</b>

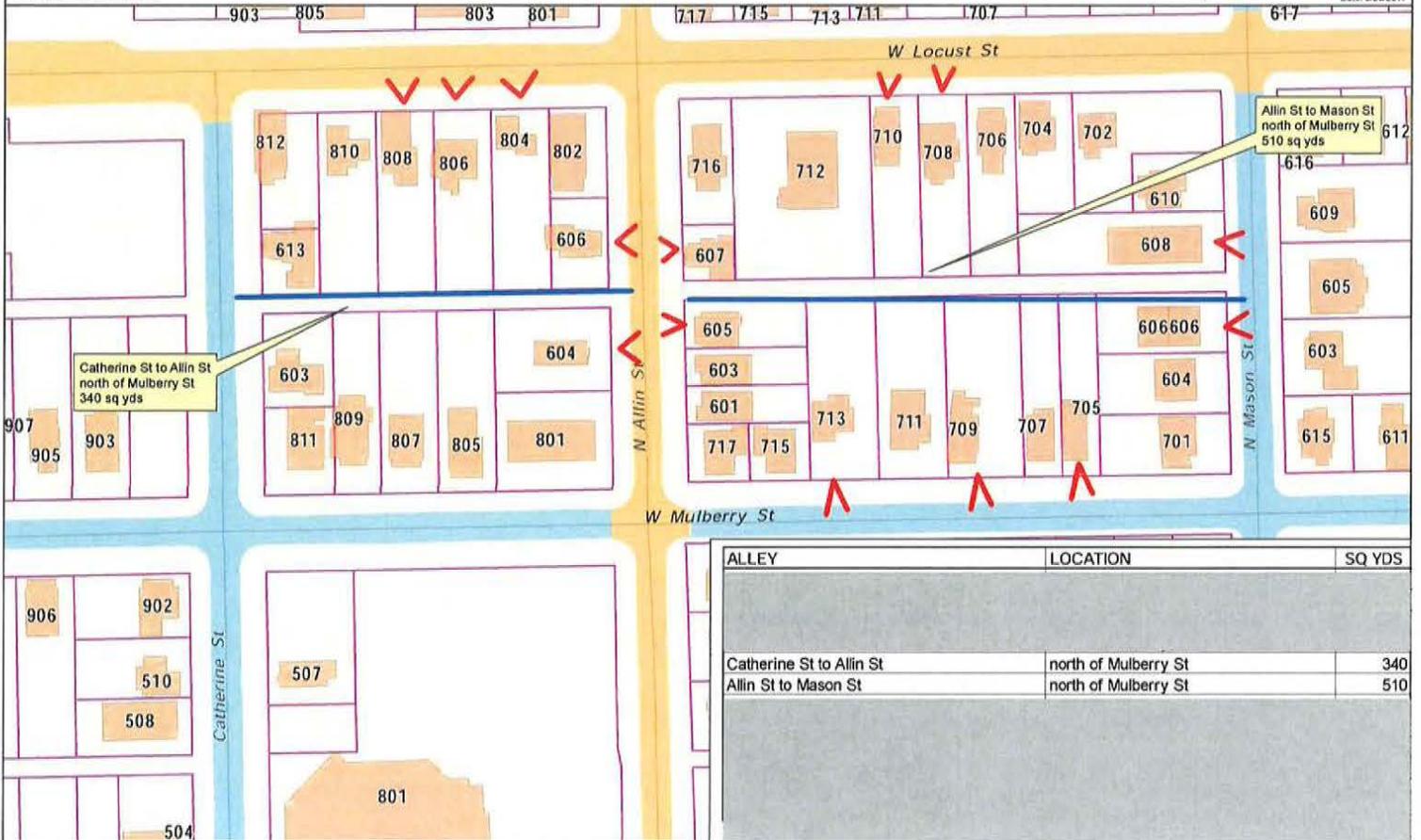




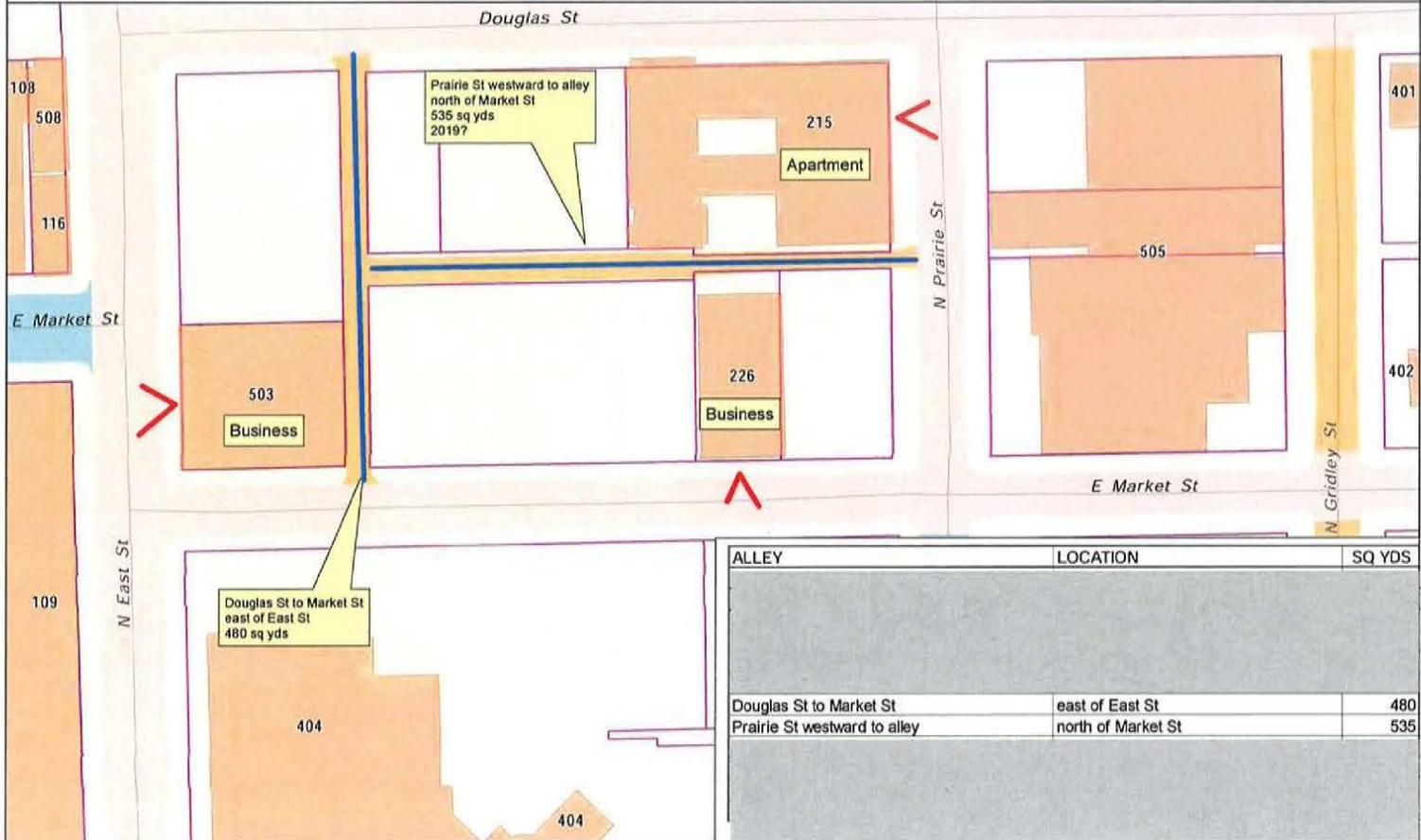


Hinshaw Ave to Western Ave  
north of Mulberry St  
840 sq yds

ALLEY	LOCATION	SQ YDS
Hinshaw Ave to Western Ave	north of Mulberry St	840



ALLEY	LOCATION	SQ YDS
Catherine St to Allin St	north of Mulberry St	340
Allin St to Mason St	north of Mulberry St	510

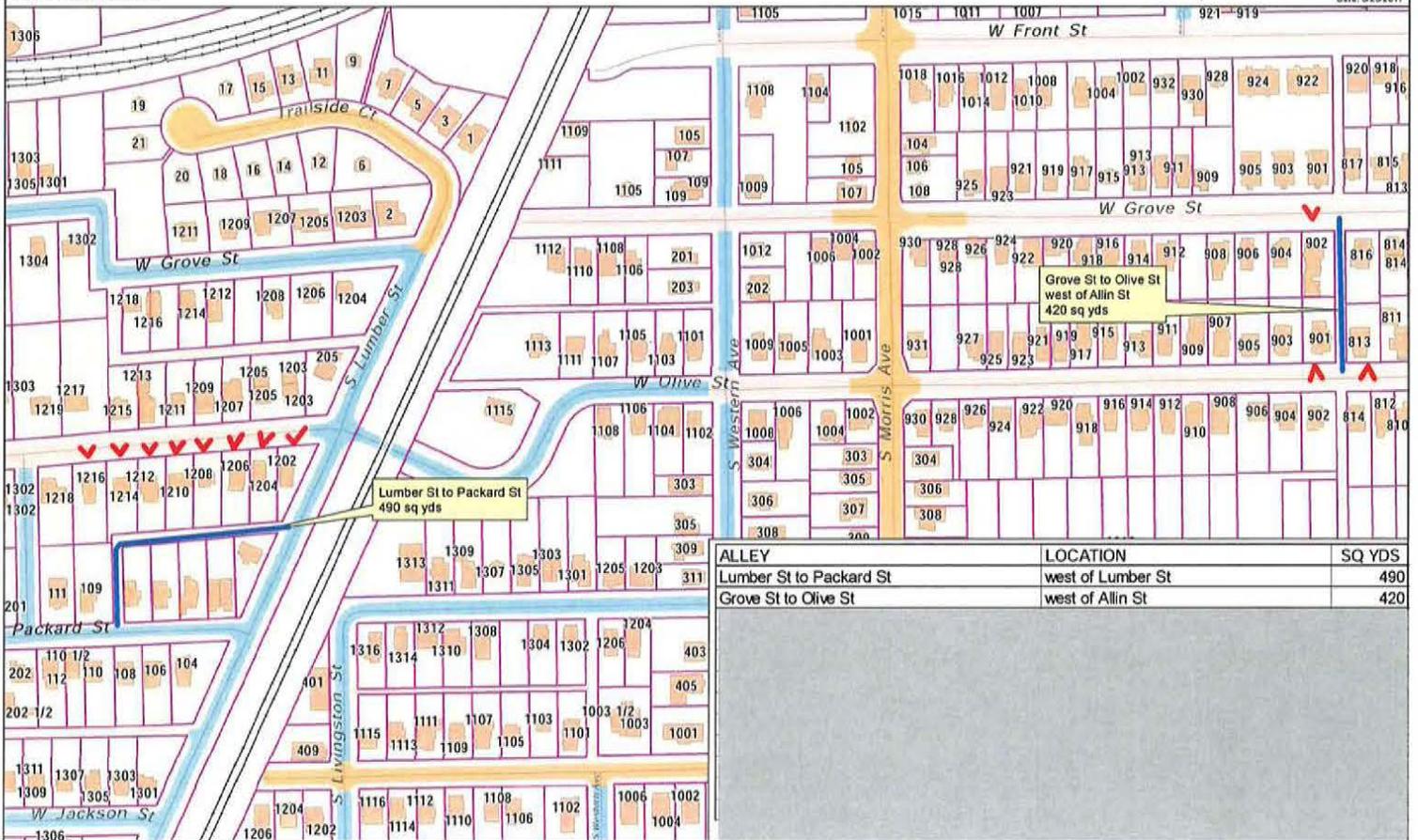


ALLEY	LOCATION	SQ YDS
Douglas St to Market St	east of East St	480
Prairie St westward to alley	north of Market St	535



Clinton St to Robinson St  
north of Monroe St  
725 sq yds

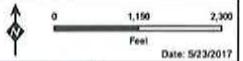
ALLEY	LOCATION	SQ YDS
Clinton St to Robinson St	north of Monroe St	725



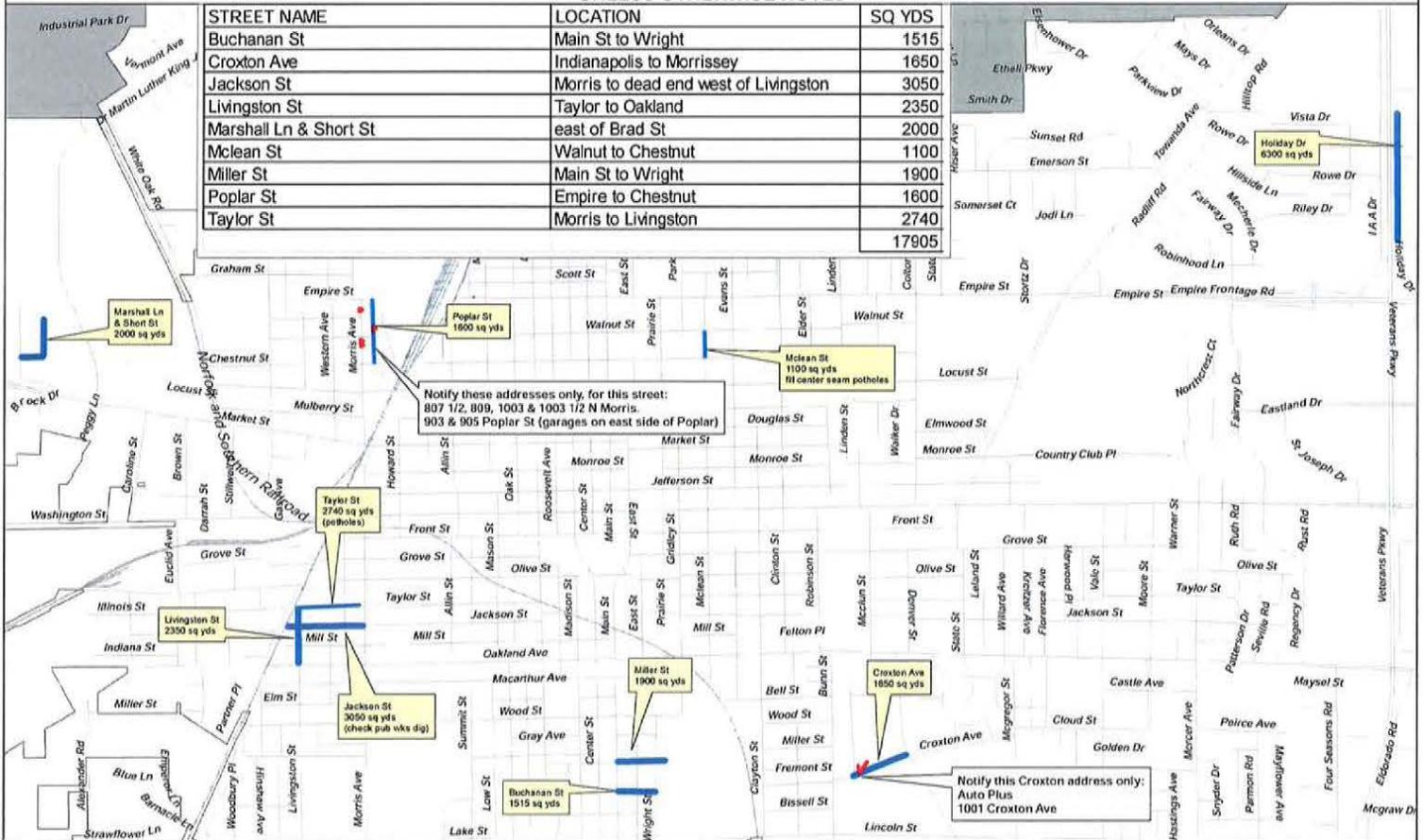
ALLEY	LOCATION	SQ YDS
Lumber St to Packard St	west of Lumber St	490
Grove St to Olive St	west of Allin St	420

**C85 Streets Treatment 2017 (FY2018) - Phase 2**  
**NOTIFICATIONS - FOR ALL ADJACENT OCCUPIED PROPERTIES,**  
**UNLESS OTHERWISE NOTED**

**Map #13**

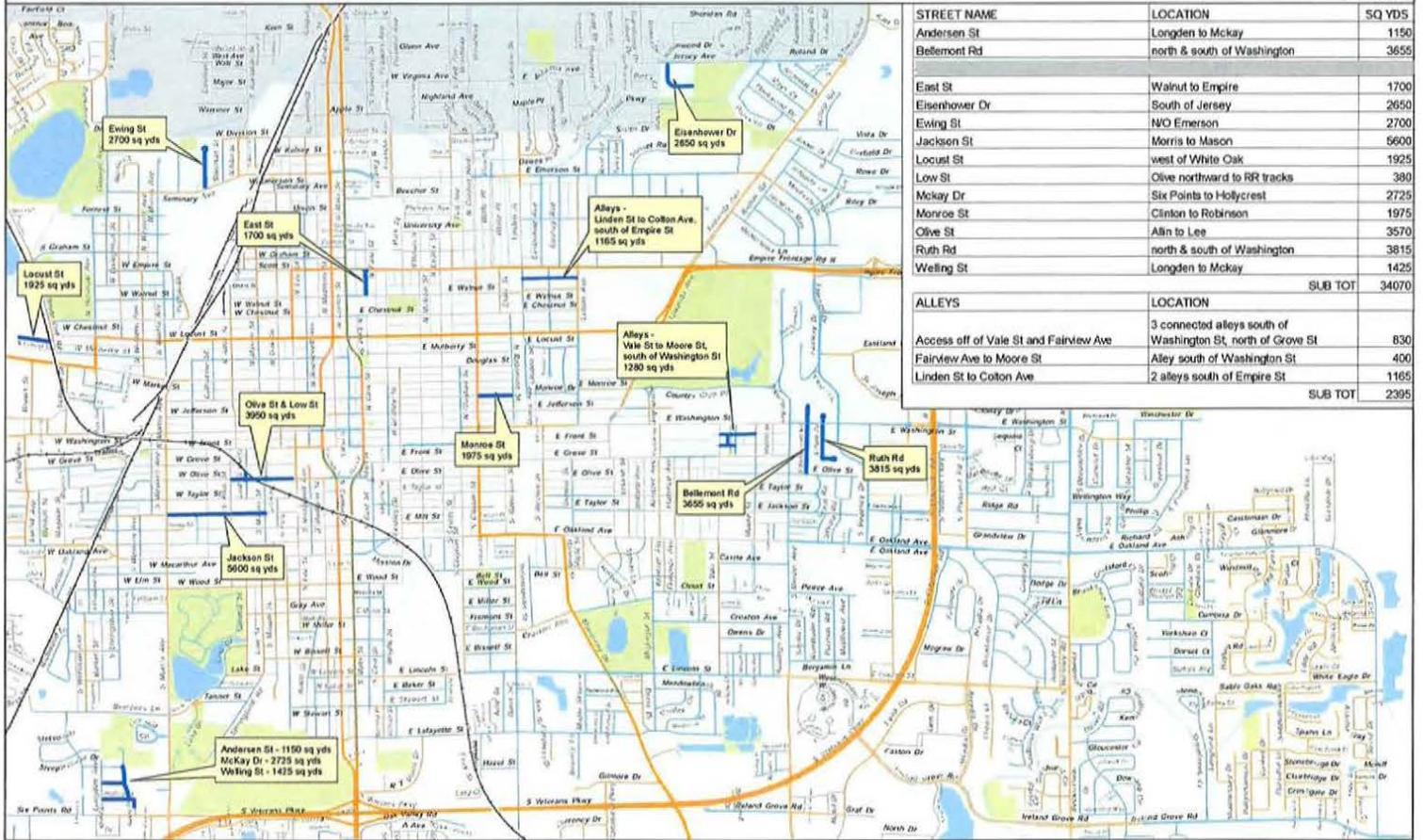


STREET NAME	LOCATION	SQ YDS
Buchanan St	Main St to Wright	1515
Croxton Ave	Indianapolis to Morrissey	1650
Jackson St	Morris to dead end west of Livingston	3050
Livingston St	Taylor to Oakland	2350
Marshall Ln & Short St	east of Brad St	2000
Mclean St	Walnut to Chestnut	1100
Miller St	Main St to Wright	1900
Poplar St	Empire to Chestnut	1600
Taylor St	Morris to Livingston	2740
		<b>17905</b>

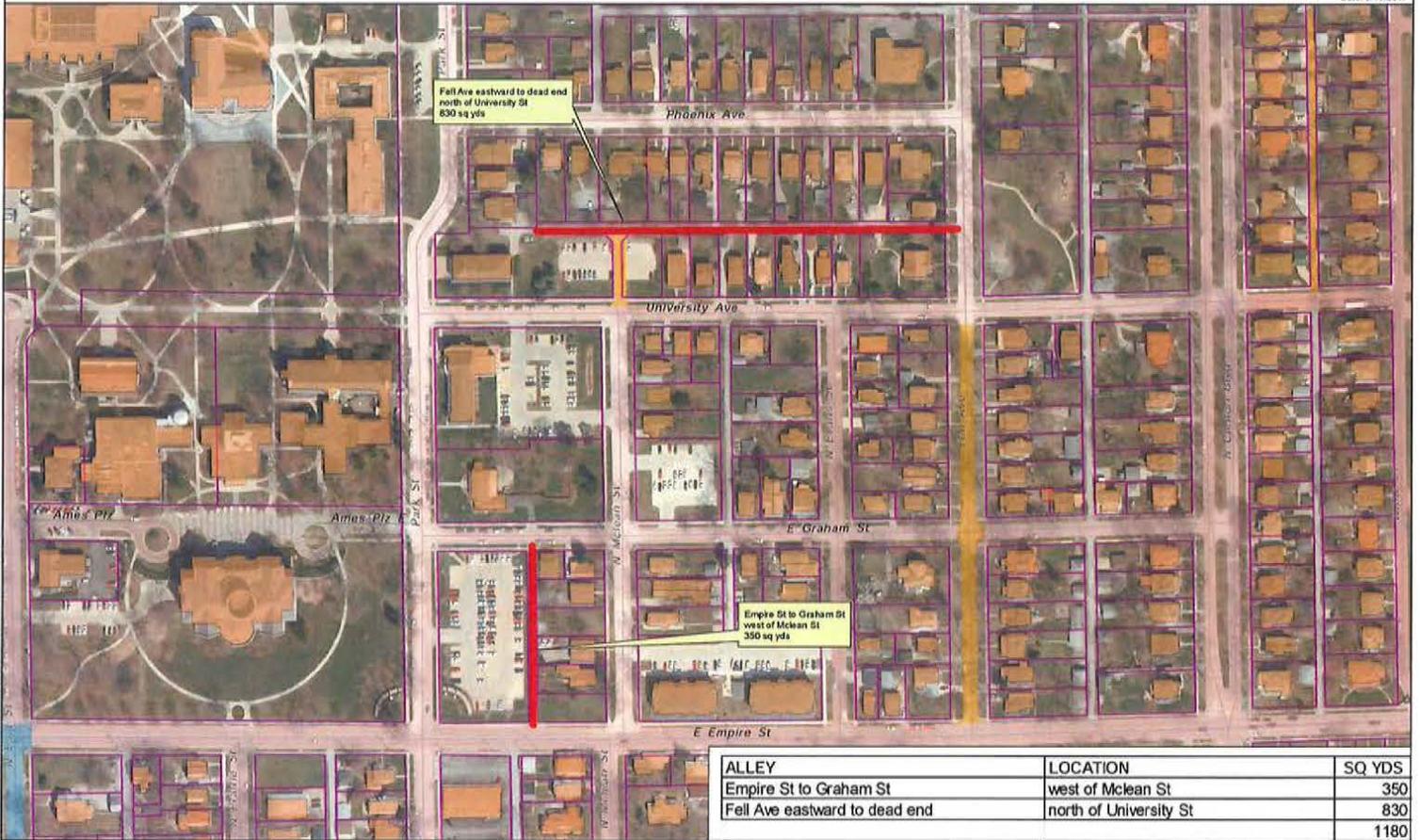


**Reclamite Treatment - 2017 (FY 2018) - Phase 2**  
**NOTIFICATIONS - FOR ALL ADJACENT OCCUPIED PROPERTIES**

**Map #14**

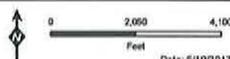


STREET NAME	LOCATION	SQ YDS
Andersen St	Longden to McKay	1150
Belmont Rd	north & south of Washington	3655
East St	Walnut to Empire	1700
Eisenhower Dr	South of Jersey	2650
Ewing St	N/O Emerson	2700
Jackson St	Morris to Mason	5600
Locust St	west of White Oak	1925
Low St	Olive northward to RR tracks	380
McKay Dr	Six Points to Hollycrest	2725
Monroe St	Clinton to Robinson	1975
Olive St	Alin to Lee	3570
Ruth Rd	north & south of Washington	3815
Welling St	Longden to McKay	1425
	<b>SUB TOT</b>	<b>34070</b>
ALLEYS		LOCATION
	3 connected alleys south of Washington St, north of Grove St	830
	Fairview Ave to Moore St	400
	Alley south of Washington St	1165
	Linden St to Colton Ave	2395
	<b>SUB TOT</b>	<b>2395</b>

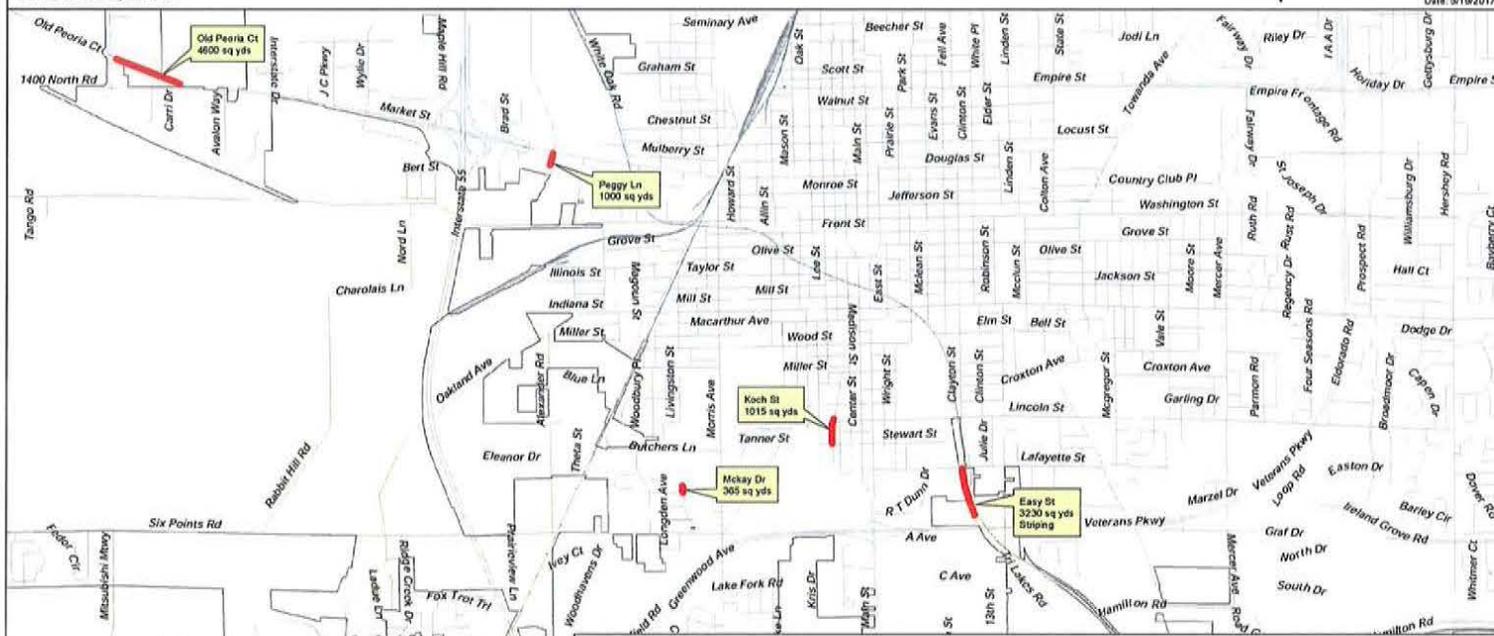


**C85 Streets Treatment 2017 (FY2018)  
Phase 1**

**Map #16**



Date: 5/19/2017



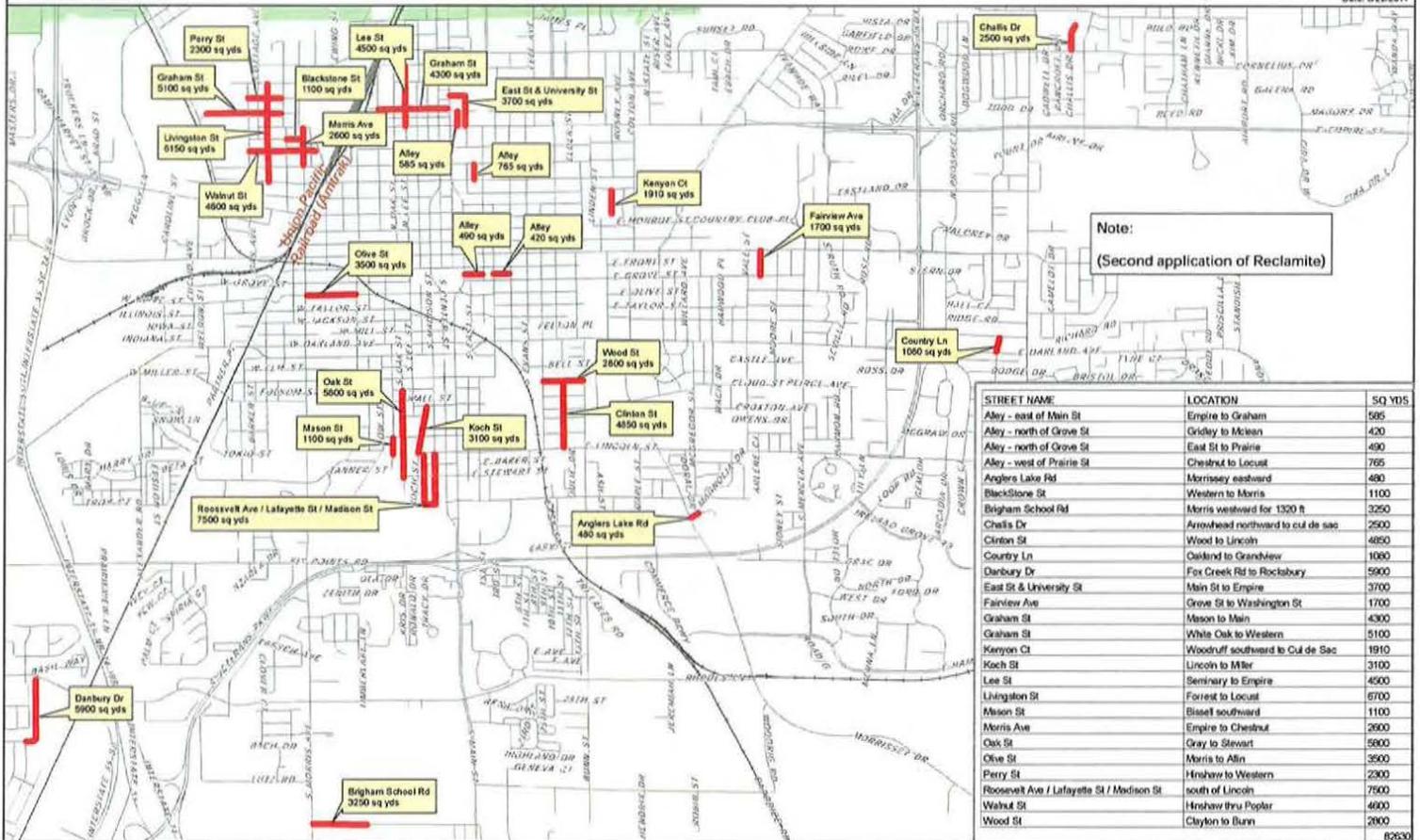
STREET NAME	LOCATION	SQ YDS
Easy St	south of Lafayette	3230
Koch St	Stewart to Lincoln	1015
Mckay Dr	north of Hollycrest	365
Old Peoria Ct	Mitsubishi Mtwy	4600
Peggy Ln	south of Market	1000
Timberwolf Trail	north of Scottsdale Ave	1200
		11410

**Reclamite Treatment - 2017 (FY 2018)  
Phase 1**

**Map #17**

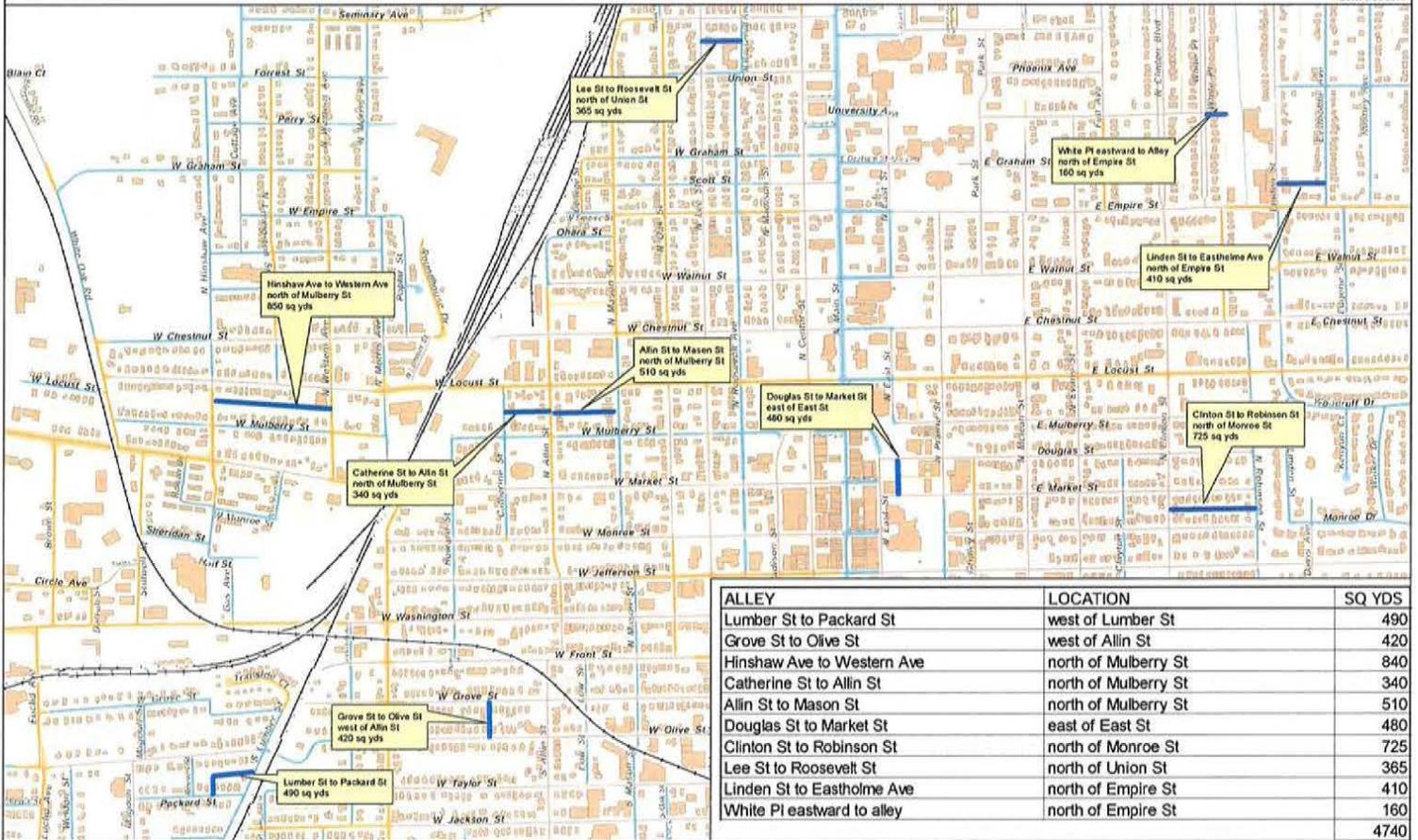


Date: 5/22/2017



**Note:**  
(Second application of Reclamite)

STREET NAME	LOCATION	SQ YDS
Alley - east of Main St	Empire to Graham	585
Alley - north of Grove St	Gridley to Mclain	420
Alley - north of Grove St	East St to Prairie	490
Alley - west of Prairie St	Chestnut to Locust	765
Anglers Lake Rd	Morrisway eastward	480
Blackstone St	Western to Morris	1100
Brigham School Rd	Morris westward for 1320 ft	3250
Chellis Dr	Arrowhead northward to cut de sac	2500
Clinton St	Wood to Lincoln	4850
Country Ln	Oakland to Grandview	1080
Danbury Dr	Fox Creek Rd to Rockabury	5900
East St & University St	Main St to Empire	3700
Fairview Ave	Grove St to Washington St	1700
Graham St	Meson to Main	4300
Graham St	White Oak to Western	5100
Kenyon Ct	Woodruff southward to Cut de Sac	1910
Koch St	Lincoln to Miller	3100
Lee St	Seminary to Empire	4500
Livingston St	Forest to Locust	6700
Mason St	Basel southward	1100
Morris Ave	Empire to Chestnut	2600
Oak St	Gray to Stewart	5800
Olive St	Morris to Alin	3500
Perry St	Hinslow to Western	2300
Roosevelt Ave / Lafayette St / Madison St	South of Lincoln	7500
Walnut St	Hinslow thru Poplar	4600
Wood St	Clayton to Bunn	2800
		<b>62630</b>

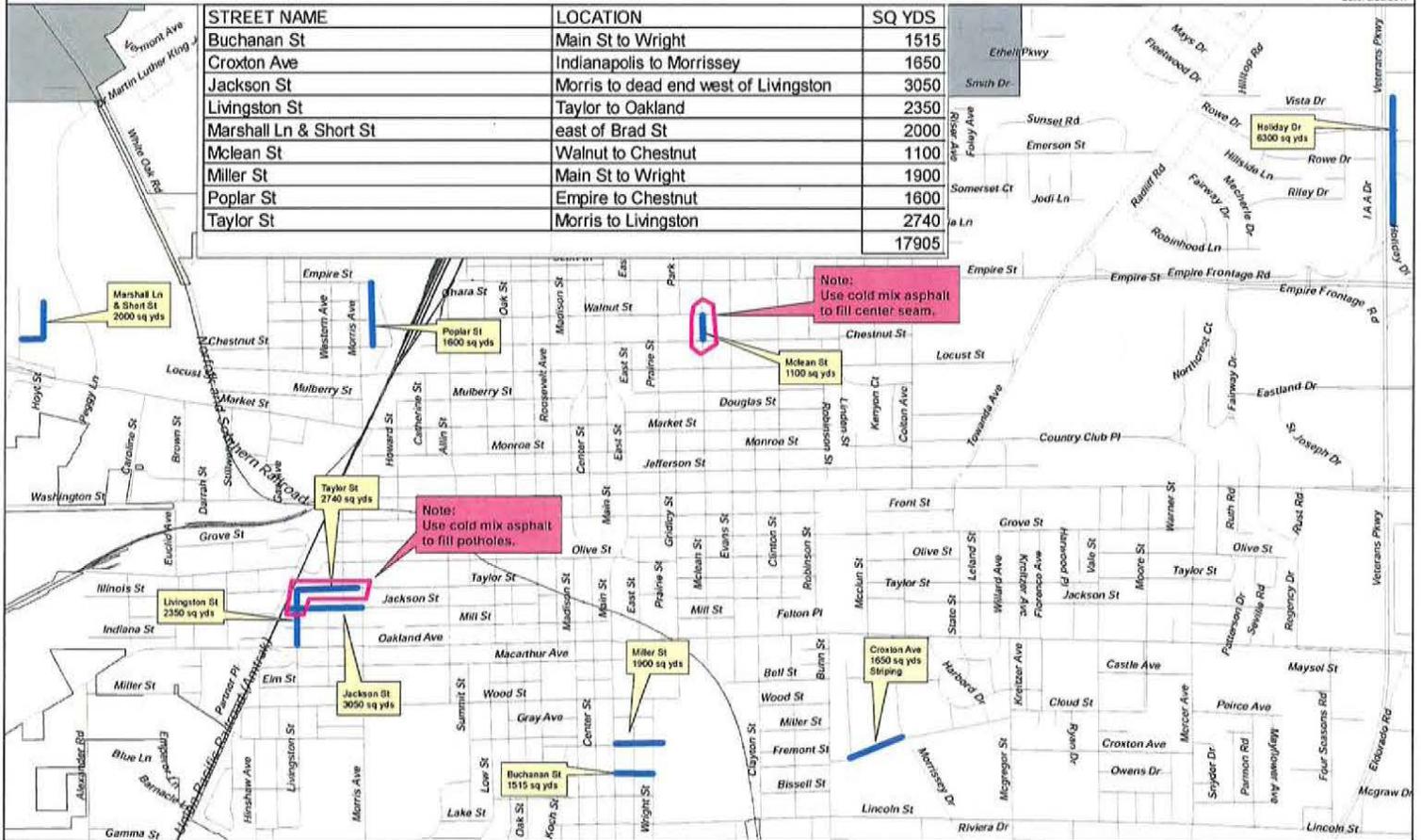


**C85 Streets Treatment 2017 (FY2018)  
Phase 2**

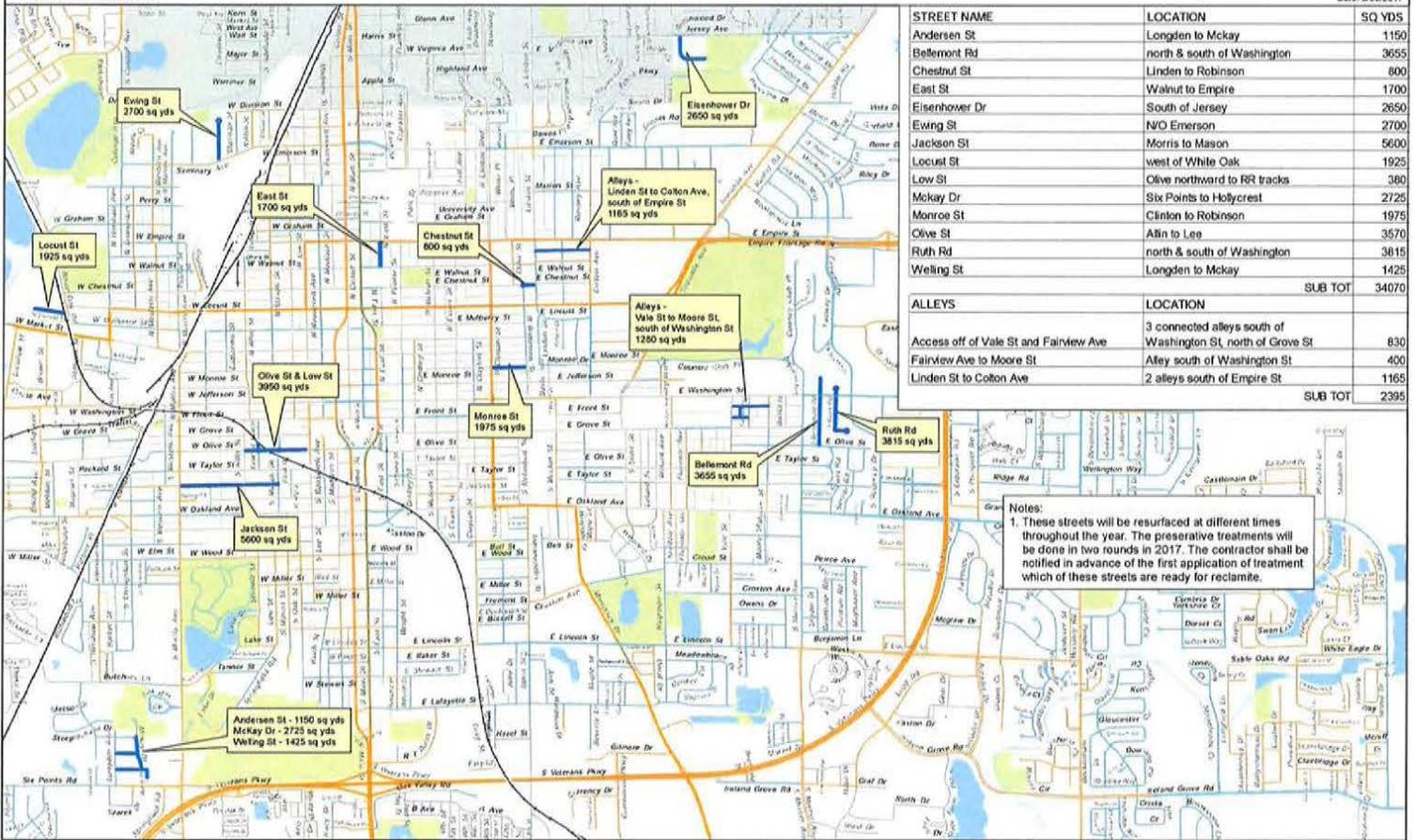
**Map #19**



STREET NAME	LOCATION	SQ YDS
Buchanan St	Main St to Wright	1515
Croxton Ave	Indianapolis to Morrissey	1650
Jackson St	Morris to dead end west of Livingston	3050
Livingston St	Taylor to Oakland	2350
Marshall Ln & Short St	east of Brad St	2000
Mclean St	Walnut to Chestnut	1100
Miller St	Main St to Wright	1900
Poplar St	Empire to Chestnut	1600
Taylor St	Morris to Livingston	2740
		<b>17905</b>



**Reclamite Treatment - 2017 (FY 2018)  
Phase 2**



**LIMITED SOURCE JUSTIFICATION**  
(Requester completes Section A and B)

**SECTION A – LIMITED SOURCE PURCHASE:**

Complete if a purchase is \$3,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & #: Corrective Asphalt Materials, LLC. Vendor # 2157	Amount: \$ 200,000	7/12/17
---	--------------------	---------

Description of item/service: Application of Reclamite Preservation Seal to City streets recently resurfaced and C85 to select locations. In addition, associated street cleaning will be performed by the contractor. The amount noted above reflects the FY 2018 funding budgeted and available for this work. The proposal package for this work is being finalized at this time. Upon finalization, the package will be provided to Corrective Asphalt Materials, LLC for proposal submission to the City.

Justification: Explain why this vendor is the only vendor that can perform this work: Prior to widespread utilization of Reclamite & C85, City staff researched pavement preservation products and performed field testing to compare them to a promising competitor. The field test locations are still monitored periodically by staff. This research and the test location results have been used to determine that the product is the recommended rejuvenator. In addition, Reclamite cures clear and does not obstruct existing pavement markings. Other products cure black and require pavement marking maintenance. Reclamite Preservation Seal materials are proprietary and Corrective Asphalt Materials, LLC is the sole source distributor / applicator for our region. Please see the attached sole distributor letter from Corrective Asphalt Materials, LLC.

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

  
 \_\_\_\_\_  
 (Name and Signature of Department Head)
 
 7/12/17  
 \_\_\_\_\_  
 Date

**SECTION C – TO BE COMPLETED BY PROCUREMENT OFFICE:**

Based on the information provided in Section A and attached supporting documents, I concur  do not concur  (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):

  
 \_\_\_\_\_  
 Name and Signature of Purchasing Agent or Designee
 
 8/1/17  
 \_\_\_\_\_  
 Date

Received 8/1/17  
By JCT



# TRICOR REFINING, LLC

Producers of GOLDEN BEAR PRESERVATION PRODUCTS

1134 Manor St. • Bakersfield, CA 93308 / P.O. Box 5877 • Bakersfield, CA 93388  
Phone 661.393.7110 – [www.tricorrefining.com](http://www.tricorrefining.com)

July 6, 2017

City of Bloomington, IL  
Attention: Ryan Otto, P.E.  
Assistant City Engineer  
Phone: (309)-434-2225

Dear Ryan,

RE: Sole Source Applicator for Reclamite Preservative Seal & C-85 2017

Corrective Asphalt Materials, LLC  
P.O. BOX 87129  
South Roxana, IL 62087

This letter confirms that TRICOR Refining, LLC has appointed Corrective Asphalt Materials, South Roxana, Illinois to market and apply Reclamite Preservative Seal and C-85 as the sole source supplier/applicator in the states of Illinois. Corrective Asphalt Materials has the necessary equipment and product familiarity to provide a successful application. Corrective Asphalt Materials has a very successful track record in the state of Illinois with applying the applications.

TRICOR Refining, LLC – Reclamite Preservative Seal is the only Maltene based asphalt rejuvenator marketed nationally with a 50 plus year history of product use. Reclamite has been proven in various testing by state, county and government agencies to decrease viscosity and increase penetration value of the asphalt.

Please feel free to contact me if you have any questions.

Yours truly,

*Jim Brownridge*

Jim Brownridge  
Marketing Manager  
Tricor Refining, LLC  
Cell: 661.337.9979



## CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of an Ordinance amending the Bloomington City Code, Chapter 3, Section 6.9, Electrical Portable Signs, to allow permanent LED signs no larger than 8 square feet on publicly funded, not-for-profit transit vehicles.

**RECOMMENDATION/MOTION:** That an Ordinance be adopted to amend the Bloomington City Code Chapter 3, Section 6.9, to allow permanent LED signs no larger than 8 square feet on publicly funded, not-for-profit transit vehicles, and that 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:** Goal 1.e. Partnering with others for the most cost-effective service delivery.

**BACKGROUND:** The Bloomington City Code currently lists portable electrical signs as a category of signs prohibited by the ordinance. Connect Transit has requested to be allowed to place LED signs on the rear of each of their buses. The static picture and text messages will change no more frequently than every 8 seconds and contain advertising, which will be sold as an additional revenue source for the transit system.

Public transportation is an important component of sustainable urban infrastructure, quality of life, and local economic development. Staff favorably recommends the text amendment exception to the prohibition against portable electrical signs for the following reasons. First, the public benefit to public transportation derived from the revenue accrued will be substantial relative to the benefit of keeping the blanket prohibition in the ordinance. Second, the public transportation system will be able to diversify its revenue streams and improve sustainability and financial resilience.

As proposed, only transportation systems that are both publicly funded and not-for-profit could install these signs. This wording limits the number of vehicles allowed to display these signs, thereby limiting the potential distractions stemming from having large numbers of these signs on multiple vehicles competing for a driver's attention. The signs would remain subject to other requirements in the sign ordinance relating to how the sign is secured to the vehicle and its time-of-day brightness. Also, animated signs remain prohibited.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** As required by Chapter 3, the proposed sign code amendment went before the Zoning Board of Appeals for consideration as a city-initiated amendment on July 19, 2017. Staff recommended in favor of the amendment. Two representatives from Connect Transit spoke in favor due to the additional revenue the new advertising signs would provide, helping to fill a funding gap. The Assistant City Manager pointed

out that Connect Transit is taking on a special needs bus program no longer run by the YWCA and needs the revenue for it; he added that Normal allows this kind of signage and it would be challenging to turn it on and off at the border. One member of the public, who owned a vehicle with electrical signs on the outside, while not opposing Connect Transit's use of the signs, spoke in opposition to the change as currently proposed. The Zoning Board of Appeals recommended in favor of the amendment 4-2. The motion making the recommendation also recommended that the City Council consider other amendments to the sign ordinance related to the allowance of LED signs on vehicles.

**FINANCIAL IMPACT:** Connect Transit, and other publically funded, not-for-profit transportation enterprises will be able to diversify revenue streams improving financial vitality and potentially decreasing long-term dependency on state and local governments.

**COMMUNITY DEVELOPMENT IMPACT:**

Link to Comprehensive Plan/Downtown Plan Goals: TAQ-2. Transit development provides an alternative of choice for the general population and support for the transit-dependent. TAQ-2.1f Explore alternate funding models and sources to support service expansion.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** Not applicable

Respectfully submitted for Council consideration.

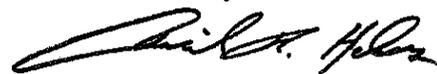
Prepared by: Tom Dabareiner AICP, Community Development Director

Reviewed by: Katie Simpson, City Planner

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

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Draft Minutes of Zoning Board of Appeals 7-19-17 Meeting

ORDINANCE NO. 2017-

AN ORDINANCE AMENDING BLOOMINGTON  
CITY CODE CHAPTER 3 SECTION 6.9

WHEREAS, the City Council has for many years exercised its power to regulate signs in the public interest to protect public safety and community aesthetics, as well as to promote public and private investment; and

WHEREAS, the Council has found, as set forth in the “Findings and Statement of Purpose” Section of the City’s Sign Code that, “signs which are unregulated as to size, location and appearance can distract motorists, interfere with early detection of traffic control devices, and hinder the smooth and safe movement of traffic”; and

WHEREAS, the City’s Sign Code currently prohibits the use and display of portable electric signs; and

WHEREAS, the City Council finds a proliferation of portable electric signs would adversely affect traffic safety and the aesthetic environment of the City; and

WHEREAS, the City of Bloomington Comprehensive Plan, based upon extensive public outreach, including participation from over six thousand members of the Bloomington community, identifies concerns from Bloomington residents regarding the future of the public transit system, Connect Transit, pertaining to access, frequency, equity and affordability; and

WHEREAS, public transportation is an important component of a sustainable urban infrastructure, contributing to the quality of life and furthering economic development; and

WHEREAS, the Comprehensive Plan 2035 identifies access to multiple modes of transportation as a necessary component for improved quality of life, access to services, and economic development, and recommends the prioritizing of transit development as an alternative choice for the general population and in order to support the transit dependent, and further directs Connect Transit to “explore alternative models and sources”; and

WHEREAS, recent developments on the state and federal levels of government have adversely affected the budget of Connect Transit; and

WHEREAS, Connect Transit has requested that it be allowed to use portable electric signs of a defined size on the back of its buses in order to sell advertising and thereby increase revenue; and

WHEREAS, a specific, limited exception to the general prohibition against portable electric signs in order to support the development and maintenance of public transit promotes the public health, safety and wellbeing while continuing to limit the proliferation of visual distractions resulting from portable electric signs on vehicles which are harmful to the public health, safety and wellbeing.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, Illinois (additions are indicated by underlining):

SECTION 1. That Chapter 3 of the Bloomington City Code is hereby amended by amending Section 6.9 to read as follows:

SEC. 6.9 ELECTRICAL PORTABLE SIGNS.

Use and display of electrical signs is prohibited, except for permanent LED signs no larger than 8 square feet on publicly funded, not-for-profit transit vehicles.

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

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

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

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

PASSED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED:

TARI RENNER  
Mayor

ATTEST:

CHERRY L. LAWSON  
City Clerk

**DRAFT MINUTES  
BLOOMINGTON ZONING BOARD OF APPEALS  
REGULAR MEETING - 4:00 P.M.  
WEDNESDAY, JULY 19, 2017  
COUNCIL CHAMBERS, CITY HALL  
109 EAST OLIVE STREET  
BLOOMINGTON, ILLINOIS**

Members present: Chairman Bullington, Mr. Brown, Mr. Butts, Ms. Meek, Mr. Schultz and Mr. Veitengruber

Members absent: None

Also present: Mr. George Boyle, Assistant Corporation Counsel  
Tom Dabareiner, Community Development Director  
Ms. Katie Simpson, City Planner

At 4:00PM, Mr. Dabareiner called the roll. With six members in attendance, a quorum was present.

PUBLIC COMMENT: None.

MINUTES: The Board reviewed the minutes from May 17, 2017. A motion to approve the minutes was made by Mr. Brown; seconded by Ms. Meek. The minutes were **approved** by a 6-0 voice vote.

**Z-22-17 Consideration, review and approval of the petition for a variance submitted by Matthew Mink for the property located at 1532 N. Hershey Rd to allow an additional parking space in the require front yard in the R-1C, Single Family Residential District**

Chairman Bullington introduced Case Z-22-17. Matthew Mink, 1532 N. Hershey Road, was sworn in. Mr. Mink explained the difficulties in exiting the driveway and the lack of nearby parking on the street. He added he has a single car garage and noted he had a permit for a 3 foot wide expansion previously and that this addition will allow a full added car width to park.

Ms. Simposn presented the staff report, noting staff is recommending in favor of the petition. She showed a photo of the existing property and neighborhood, zoned R-1C, and included some SketchUp drawings to show how the cars would fit and not impact the neighbors. She stated the property is located on a curve for a very busy Hershey Drive. Ms. Simpson reviewed the standards and the favorable recommendation stems from the proliferation of existing added driveways. She noted there were no records of a variances granted for the other driveways but they could have been allowed at the time of construction many years ago.

Mr. Butts confirmed the absence of on-street parking. Mr. Schultz noted his site visit suggests more driveways are double-wide than are single.

Chairman Bullington noted Exhibit 1, which contains two emails received by staff. Both emails asked that the ZBA not approve the request.

The petition to for a variance to allow the additional parking space at 1532 N. Hershey was **approved** with a 6-0 vote with the following: Mr. Brown—yes; Mr. Butts—yes; Ms. Meek—yes; Mr. Schultz—yes; Mr. Veitengruber—yes; Chairman Bullington—yes.

Mr. Butts motioned to accept staff’s findings as the findings of the board; seconded by Ms. Meek. The motion was **approved** 6- 0, unanimously by voice vote.

**SGN-01-17 Consideration, review and approval of a text amendment to Chapter 3, Section 6.9 of the City of Bloomington Municipal Code to allow for the installation of LED signs on publicly funded, not-for-profit transit vehicles.**

Chairman Bullington introduced SGN-01-17 and recognized the City as the petitioner. Mr. Dabareiner explained that sign ordinance amendments must be considered and recommended to the City Council by the ZBA. He explained that staff is recommending in favor of an amendment that would allow LED signs of 8 square feet in size placed on government funded, not for profit transit buses. He noted that Connect Transit made the initial inquiry and he praised Connect Transit for asking first, as did the petitioner in Z-22-17, as opposed to doing it and asking for permission after the fact. He noted that the Supreme Court has made a number of changes in the recent past and consideration of this amendment should avoid discussion of the message in the signs, but focus us on size, location and materials. He added that the entire sign ordinance will come under review for amendments later this year.

Mr. Dabareiner continued that the current sign ordinance is clear in prohibiting portable electronic signs. He showed a photo of a sample 8 square feet LED sign on a Grayline tour bus. He provided the draft text, which states, “The use and display of portable electronic signs is prohibited, except for permanent LED signs no larger than 8 square feet on publicly funded, not-for-profit transit vehicles.” Mr. Dabareiner noted that unlike other matters coming before the ZBA, with sign amendments there are no clear standards to consider, so the Purpose and Intent behind sign amendments was used. He ran through staff’s rationale leading to the favorable recommendation, emphasizing the public benefit of proposed text and the agreement among many that the signs if used as proposed would not be traffic distraction.

Mr. Brown asked about frequency the sign would change; Mr. Dabareiner stated that the signs would change every 8 seconds, which is less frequent than what currently allowed. Mr. Butts stated that this would update the sign code given new technology, adding that the prior prohibition is old technology. Mr. Boyle clarified if the safety determination applies only to this scenario; Mr. Dabareiner stated that this was determined by City safety personnel with regard only to this bus use. Mr. Schultz asked if there could be multiple signs on a bus; Mr. Dabareiner stated that there could be multiple signs of this type totaling 8 square feet, as the proposed amendment is written.

Steve Rasmussen, Assistant City Manager, spoke in favor of the proposal and provided additional background on how it came about. He noted that Connect Transit will be taking on new Metavan services. He clarified that the City would not be receiving any of the revenues from the advertising on these buses. He stated that Normal believes their ordinance allows this activity, which would result in switching the signs on and off as a bus crossed the border, unless this amendment is passed.

Mr. Bruce Meeks stated he owns a business called All To See, which is a digital billboard. He became aware of this discussion at a city council meeting. He stated the update of the code is needed but he wants electronic signage allowed on more than public buses. He described his business which includes an electronic sign 191” measured diagonally. He believes the proposal is too narrowly tailored for public transit and should be allowed for all business. He described some of the activities he could do. Ms. Simpson stated that some of his examples could be done with a permit today. In response to Mr. Boyle’s question, Mr. Meeks stated he is opposed to the new signage as proposed, unless it is allowed for all.

Mr. Mike McCurdy, Chairman of Connect Transit’s board of trustees, stated this amendment will generate revenue to help a cash-strapped agency. He state the delay by the City has cost Connect Transit tens of thousands of dollars already. There was general discussion about the advertising content and Mr. McCurdy explained the policy. Mr. Isaac Thorne, Interim General Manager for Connect Transit, stated they do not allow political ads. Mr. McCurdy noted Connect Transit has included advertising for many years and this is simply getting an ordinance that will allow it on a new medium. Mr. Thorne stated they expect to make about \$250,000 per year once this is up and running. Mr. Boyle noted this is relevant to a legitimate public interest.

Mr. Dabareiner stated that staff intends on revising the entire sign ordinance beginning later this year and that the City has a contract with a consultant waiting to be signed. He added there is some urgency regarding this change because of the Connect Transit interest.

Mr. Butts stated that the ZBA’s role is limited because the ZBA is sending a recommendation to the City Council, adding the ZBA is not adopting the ordinance for the City. Mr. Brown clarified what he is to use for guidance in making a decision; Mr. Dabareiner stated the purpose and intent from the ordinance was used to formulate the guidance. Ms. Meek asked if anything precludes more changes in the future to the sign code to address Mr. Meeks’ questions; Mr. Dabareiner answered that other changes will occur in the future.

Chairman Bullington motioned to approve the amendment and request that the City Council address other amendments issues raised by Mr. Meeks at that time; seconded by Mr. Butts. After discussion regarding the word “address” Chairman Bullington amended his motion to approve and requests that the City Council consider other amendments to the sign ordinance related to allowing LED signs on vehicles; amended motion seconded by Mr. Butts. Approved 4-2, as follows: Chairman Bullington—yes; Mr. Butts—yes; Mr. Brown—no; Ms. Meek—yes; Mr. Schultz—yes; Mr. Veitengruber—no.

**OTHER BUSINESS:**

None

**NEW BUSINESS:**

None

**ADJOURNMENT:**

Mr. Butts motioned to adjourn; seconded by Mr. Brown. Approved by voice vote. The meeting was adjourned at 5:02PM.

**Respectfully submitted**  
Katie Simpson  
Secretary



## CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of an Ordinance Amending Chapter 29, Sections 174, 176, 177, 178, 180, 181, 183, 184 and 192 so that Parking Enforcement is moved from the Police Department to Facilities Management

**RECOMMENDATION/MOTION:** That the Ordinance Amending Chapter 29, Sections 174, 176, 177, 178, 180, 181, 183, 184 and 192 be passed, and authorize Mayor and City Clerk to execute the necessary documents.

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

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

**BACKGROUND:** Currently parking code enforcement employees are under the Police Department. It would be more beneficial to have these employees under Facilities Management where a facilities supervisor would be able to actively manage and supervise the employees and direct parking enforcement on a daily basis. Likewise, there are several areas of the Code wherein change needs to occur to be consistent with the current practice. As a result of this change, the employees affected will have more clearly defined management direction and there will be little or no change in the operational costs/budget process.

The Police Department very strongly supports this change. The Chief of Police reports that since he has been here, the police have not “had any actual operational oversights of the parking attendants.” This is because the attendants work out of the shop area in the Lincoln Parking Deck. They manage the operations of the three parking decks and enforce parking in the surface lots and on the streets. The police have had no input to their routes, breaks, work product, or their collection of money. This is all handled by default by the Facilities Division which does in fact manage the parking decks and lots. The police have only had contact with the attendants for timekeeping purposes. The Chief of Police also states that “Parking attendants need to be managed by an entity that can effectively supervise them in a manner that ensures adequate oversight of their operations in all facets of their duties.”

The Facilities Division is, consequently, the logical place for the attendants to be organizationally placed. This change requires no change in their physical location, or their assigned duties. There are some challenges for the Facilities, however, and these will be addressed as we move forward with this initiative. First, this adds the supervision of four employees to the job of the Facilities Division Manager. This issue is addressed by the designation of one attendant as the “Lead Parking Attendant.” Second, this requires some additional training in order for the Facilities Division to become more familiar with on-street parking enforcement. And third, administrative support in the Facilities division will need to be reviewed to support the addition of four employees.

The Human Resources Department supports this action. Human Resources knows that the creation of a new lead attendant position will likely cause a slight increase in the pay for that position as it is changed from the current parking attendant position. This change will probably have to occur anyway no matter where the parking attendant section ends up and this issue is currently being negotiated with the Union. Human Resources is aware of this and will be addressing it.

In addition to the above management changes, some minor changes to City Code regarding the parking facilities are also included in the ordinance. These changes include corrections to facility names, i.e., Association of Commerce Garage is commonly referred to as Market Garage, and removal of facilities no longer owned by the City, i.e., Snyder Parking Garage. Other changes include modifications which allow Facilities Management to close all or parts of the lots and garages for maintenance. The free parking time limit in the Major Butler lot was changed to be consistent with the Pepsi Ice Center and Market Garages. Other operational changes include the use of hang tags for permit parking instead of window stickers and eliminating the \$5 fee for on-street permit parking. Other than eliminating this \$5 permit fee, parking fees in the garages and lots are not being changed.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** This will not have a financial impact to the current budget.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Steve Rasmussen, Assistant City Manager

Reviewed by: Russel Waller, Facilities 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

**Attachments:**

- Ordinance

ORDINANCE NO. 2017-

AN ORDINANCE AMENDING CHAPTER 29, SECTIONS 174, 176, 177, 178, 180, 181, 183, 184 AND 192 SO THAT PARKING ENFORCEMENT IS MOVED FROM THE CITY OF BLOOMINGTON POLICE DEPARTMENT TO CITY OF BLOOMINGTON FACILITIES MANAGEMENT

WHEREAS, it is best to have parking enforcement employees under Facilities Management as Facilities Management is the office that regulates parking within the City-owned facilities, properties, buildings and provides off-street parking enforcement; and

WHEREAS, having parking enforcement employees directly report to Facilities Management will greatly enhance facilities, management, parking lots and off-street parking enforcement; and

WHEREAS, having parking enforcement employees directly report to Facilities Management will have a streamline the management process and will provide more efficient operation and control of the parking code enforcement;

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

SECTION 1. That Chapter 29, Sections 174, 177, 178, 181 and 184 shall be and the same is hereby amended to read as follows: (additions are indicating by underlining; deletions are indicated by strikeouts):

SEC. 174 ESTABLISHMENT OF THE DIVISION.

There is hereby established in Facilities Management ~~Planning and Code Enforcement~~ a Division of Parking System for the operation and control of the off-street and on-street parking system of the City of Bloomington. This Division shall be administered by the Facilities Management ~~Director of Planning and Code Enforcement~~ under the control and supervision of the City Manager. Parking may also be enforced by the Bloomington Police Department.

SEC. 176 ESTABLISHMENT OF OFF-STREET PARKING LOTS AND GARAGES.

There are hereby established certain off-street parking lots and garages for public use which shall be known by the following designations:

(a) Abraham Lincoln Memorial Parking Garage in the block bounded by an extension of Main Street southward from Front Street, Front Street and northbound U.S. Route 51.

(b) Major Butler Parking Lot in the block bounded by Front Street, Roosevelt Avenue, Washington Street and Madison Street.

(c) Association of Commerce Garage Lot ~~Lot~~ (“Market Street Garage Lot”) which is in the block bounded by Monroe Street, Madison Street, Market Street and Center Street.

~~(d) Snyder Parking Garage which is in the block bounded by Washington Street, Main Street and Jefferson Street.~~

~~(e)~~ (d) Pepsi Ice Center Parking Garage which is in the block bounded by Roosevelt Street, Olive Street and Lee Street.

~~(f)~~ (e) Government Center Parking Lot which is in the block bounded by Front Street, East Street and Washington Street.

(f) Any other lots that the City may acquire from time to time.

#### SEC. 177 TWENTY-FOUR HOUR OPERATION.

Off-street City parking lots and garages shall be opened for parking on a twenty-four hour (24) hour basis, except that the Supervisor of Facilities Management ~~Director of Planning and Code Enforcement~~ may close all or part of any garage or lot, portions of the Association of Commerce Lot, including entrances and exits, ~~between the hours of 6:00 p.m. and 6:00 a.m.~~ when in his or her opinion conditions warrant ~~partial~~ closing.

#### SEC. 178 DAYTIME PARKING.

Daytime parking in off-street City parking lots and garages provided under Section 180 of this Article shall be from 8:00 a.m. to 6:00 p.m. The Supervisor of Facilities Management ~~Director of Planning and Code Enforcement~~ is authorized to establish a flat fee for parking in all or part of the portions of the Association of Commerce Lot, Abraham Lincoln Memorial Parking Garage, Major Butler Parking Lot, and Pepsi Ice Center Parking Garage and all other City parking lots between 6:00 p.m. and 8:00 a.m.

#### SEC. 180 FEE LOTS AND GARAGES, RATES AND TIME LIMITS.

(a) Parking rates for parking in off-street parking lots and garages operated by parking devices shall be as follows:

- (1) Abraham Lincoln Memorial Parking Garage: \$1.00 for each hour or fraction thereof; \$7.00 daily maximum, Monday thru Friday, except holidays. \$50.00 per space per month. (Ordinance No. 2012-21)
- (2) Association of Commerce Lot: \$50.00 per space per month. The first level shall be free; however, no vehicle shall be allowed to park more than four (4) hours per day in such facility. Vehicles exceeding the four (4) hour daily limit shall be fined in the amount provided under Section 187 of this Article for each additional four (4) hour period, or part thereof, the vehicle is parked in excess of the initial time or any subsequent four (4) hour period. No vehicle may be parked in the free portion of the Association of Commerce Lot more than one time during the same day, regardless of whether the vehicle occupied the same or another space in the portion of the parking lot and regardless of whether the vehicle was

parked for the full amount of time allowed by this ordinance.  
(Ordinance No. 2012-21)

- (3) Major Butler Parking Lot: \$50.00 per month for spaces at the north end of the lot. Parking is free in all other spaces except when events are held at the U.S. Cellular Coliseum for time periods in accordance with contacts or policies related to the Coliseum, however, no vehicles shall be allowed to park for more than four (4) hours per day in any designated public parking space. ~~Each designated public parking space is independent of the other.~~ Vehicles exceeding the four (4) hour daily limit shall be fined in the amount provided under Section 187 of this Article for each additional four (4) hour period, or part thereof, the vehicle is parking in excess of the initial time of any subsequent four (4) hour period. No vehicle may be parked in the free portion of the Major Butler more than one time during the same day, regardless of whether the vehicle occupied the same or another space in that portion of the parking garage and regardless of whether the vehicle was parked for the full amount of time allowed by this ordinance.
- (4) Pepsi Ice Center Parking Garage: \$50.00 per space per month. Except when events are held at the U.S. Cellular Coliseum for time periods in accordance with contacts or policies related to the Coliseum, the first and second levels shall be free; however, no vehicle shall be allowed to park more than four (4) hours per day in such facility. Vehicles exceeding the four (4) hour daily limit shall be fined in the amount provided under Section 187 of this Article for each additional four (4) hour period, or part thereof, the vehicle is parking in excess of the initial time of any subsequent four (4) hour period. No vehicle may be parked in the free portion of the Pepsi Ice Center Parking Garage more than one time during the same day, regardless of whether the vehicle occupied the same or another space in that portion of the parking garage and regardless of whether the vehicle was parked for the full amount of time allowed by this ordinance. (Ordinance No. 2015-10)

(b) Monthly Parking. All other City owned parking facilities shall be rented for \$50.00 per space per month at the expiration of existing leases. (Ordinance No. 2012-21)

#### SEC. 181 USE OF MANUAL PARKING FEE COLLECTION DEVICES.

The Supervisor of Facilities Management ~~Director of Planning and Code Enforcement~~ is authorized to cause fees to be collected in the Abraham Lincoln Memorial Parking Garage, the Major Butler Parking Lot, the Association of Commerce Lot and the leased portion of the Snyder Parking Garage by such manual parking fee collection device or other means as is most efficient and convenient. If a card or other payment device is disabled by reason of nonpayment of any fees required in this Article, the Supervisor of Facilities Management ~~Director of Planning and Code Enforcement~~ is authorized to charge a reconnect fee of \$15.00 to reactivate such card or other payment device.

## SEC. 183 INTERFERENCE WITH PARKING SYSTEM.

(a) Nonpayment of Fee. It shall be unlawful for any person directly or indirectly to permit a vehicle owned by him or her to park in any off-street City parking lot or garage without paying the required fee or rent.

(b) Occupying Two Spaces. No person shall directly or indirectly permit any vehicle owned by him or her to be parked in any off-street parking lot or garage so that any part of the vehicle occupies more than one space or protrudes beyond the markings designating the space.

(c) Parking Outside Designated Spaces. No person shall directly or indirectly permit any vehicle owned by him or her to be parked in any off-street parking lot or garage in any space other than in a designated parking space.

(d) Nonpayment of Rent. No person shall directly or indirectly permit any vehicle owned by him or her to be parked in any off-street parking lot for which a monthly rent has been established where egress is obtained by means of an expired monthly parking rental card.

(e) Obliteration of Markings. No person shall remove, conceal or obliterate any chalk mark or other distinguishing mark used by any police officer or other employee of the City in connection with the enforcement of the parking regulations of this Article, if done for the purpose of evading the provisions of this Article.

(f) Leaving Inoperable Vehicle in Parking Facility. No person shall leave or permit any inoperable motor vehicle owned by him or her to remain in any City parking lot or garage after being notified of its condition. The Supervisor of Facilities Management ~~Director of Planning and Code Enforcement~~ shall notify the owner in writing of any inoperable motor vehicle found in a City parking lot or garage. The notice shall direct the owner to remove the vehicle or put it in an operable condition within twenty-four (24) hours of the date of the notice. It shall further advise the owner that upon his or her failure to comply with the notice, the car will be towed and stored at the owner's expense. Upon failure of the owner to take the action directed in the notice, the Supervisor of Facilities Management ~~Director of Planning and Code Enforcement~~ may procure the removal and storage of the vehicle. Towing and storage charges shall be at owner's expense. It is not a defense to an order to remove or repair an inoperable vehicle under this Section that the owner has paid to the City any required fee for parking the vehicle. If a vehicle is removed at the order of the Supervisor of Facilities Management ~~Director of Planning and Code Enforcement~~, any prepaid parking rental for any period after the removal shall, at the City's discretion, be refunded to the owner of the vehicle, or applied to towing and storage charges.

(g) Skateboarding, Bicycling or Roller Skating. No person shall ride, stand, sit, kneel, put any weight upon, or in any manner use a skateboard, bicycle or roller skates in any off-street parking facility described in Section 176 of this Article.

(h) Speeding. It shall be unlawful for any person to operate a motor vehicle at a speed in excess of 5 m.p.h. in the Association of Commerce Lot, or in excess of 10 m.p.h. in any other lot or garage provided under this Article. (Ordinance No. 2011-12)

## SEC. 184 DUTIES.

Parking regulations shall be enforced by the Facilities Management and the Police Department, with the following duties:

- (a) Maintain records of all tickets issued under this Article and other relevant provisions of Chapter 29.
- (b) Send out notices as required under this Article and maintain records of the notices.
- (c) With the approval of the City Manager, or his or her designee, void parking tickets issued for a violation of this Article.
- (d) Maintain sufficient equipment and records to determine the ownership of motor vehicles from the license plate number.
- (e) Maintain all records required under this Article.

## SEC. 192.2 PERMIT PARKING.

- (a) A maximum of two (2) parking permits will be issued to each address annually. ~~A charge of Five Dollars (\$5.00) will be assessed per address annually.~~
- (b) A parking permit may be obtained upon proof of the following:
  - 1. current address; and
  - 2. valid driver's license or State ID with current address.
- (c) Parking permits are not transferable.
- (d) A Twenty Five Dollar (\$25.00) replacement fee will be charged for any lost, stolen, or misplaced parking permits.
- (e) When renewing the parking permits, the old permit must be turned in ~~and the Five Dollar (\$5.00) fee paid~~ before a new permit will be issued.
- (f) Misuse of parking permits, or willfully providing false information to the City to obtain parking permits shall be punished by a minimum fine of Fifty Dollars (\$50.00) and a maximum fine of Five Hundred Dollars (\$500.00).
- (g) Any vehicle towed for violating this section shall pay Fifty Dollars (\$50.00) release fee to the City of Bloomington Police Department upon proof of ownership or proof of the right to possession of the vehicle. (Ordinance No. 2003-90)

(h) Parking permits will be issued only for passenger cars as defined by 625 ILCS 5/1-157. (Ordinance No. 2004-8)

(i) Parking permits must be prominently displayed ~~from on the lower left corner of the rearview mirror windshield~~. (Ordinance No. 2004-8)

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

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

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

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

PASSED this \_\_\_\_\_ day of August, 2017.

APPROVED this \_\_\_\_\_ day of August, 2017.

APPROVED:

TARI RENNER  
Mayor

ATTEST:

CHERRY L. LAWSON  
City Clerk



## CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of adopting an ordinance rezoning 806 W. Washington St., 804 W. Washington St., 800 and 802 W. Washington St., 803 W. Washington St., 801 W. Washington St., and 204 N. Allin St. to B-2, General Business Service District.

**RECOMMENDATION/MOTION:** That an ordinance rezoning 806 W. Washington St., 804 W. Washington St., 800 and 802 W. Washington St., 803 W. Washington St., 801 W. Washington St., and 204 N. Allin St. to B-2, General Business Service District be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Goal 6. Great Places-Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:** Objective B: City decisions consistent with plans and policies

**BACKGROUND:** The subject sites are located on the corners of the intersection between W. Washington Street and Allin Street, on Bloomington's Westside. The northeast corner of the intersection (approx. 5,488.56 sqft) is currently zoned R-2 and used as an apartment complex. This portion of the intersection is not included in the recommendation as it is currently in conformance with the city code. The southeast corner of the intersection, 720 & 724 W. Washington Street (approx. 9,288 sqft), was rezoned to B-2 by Council in May 2017. Additionally, City Council passed a resolution (Resolution 2017-21) initiating the rezoning of the subject properties.

On June 14, 2017, after notices were published in the *Pantagraph* and mailed to property owners, the Planning Commission held a public hearing on the rezoning of the northwest and southwest corners of Washington St. and Allin. The Commission determined the proposed zoning better aligns with the goals and vision of the Comprehensive Plan and also eliminates nonconforming uses at these sites. The northwest corner (approx. 6,652 sqft) and southwest corner (approx. 9,492 sqft) of W. Washington Street and Allin Street are currently used as single family homes and a mixed use development with second floor apartments. Under the existing zoning designation, C-2 neighborhood shopping district, single family homes and apartments are not permitted uses.

**COMMUNITY GROUPS/INTERESTED PERSONS- CONTACTED:** Public notice for a public hearing, held by the Planning Commission for 800-806 W. Washington St and 209 N. Allin St, was published in the *Pantagraph* in accordance with City Code on May 29, 2017. In accordance with the Zoning Code (Ordinance No. 2006-137) courtesy copies of the Public Notice were mailed to approximately 135 property owners within 500 feet. No citizens spoke in favor of the rezoning; no one spoke in opposition. The Planning Commission recommended approval by unanimous vote. This recommendation is consistent with staff's position.

**FINANCIAL IMPACT:** The proposed zoning will eliminate nonconforming uses potentially improving the owners' ability to pursue financing and invest in their properties. Increased investment in this area can improve property values and tax revenues.

**COMMUNITY DEVELOPMENT IMPACT:** (Link to Comprehensive Plan)

Goal H-2. *Ensure reinvestment in the established older neighborhoods and compact development of the City.*

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

- N-1.2e Identify areas for commercial mixed-use developments to enhance the character of the existing neighborhoods.
- N-1.2g Enhance key corridors into the City such as Washington Street

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Community Development Director

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

Legal review by: George D. Boyle, Assistant Corporate Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Draft Ordinance rezoning the northwest and southwest corners of Washington Street and Allin Street.
- Resolution 2017-21
- City Council proceedings from 05.08.17
- PC staff report from 6.14.17
- PC minutes from 6.14.17
- List of Permitted uses in the B-2 District
- Aerial Map
- Zoning Map
- Newspaper notice and neighborhood notice and notification Mailing List

**ORDINANCE NO. 2017 -**

**AN ORDINANCE REZONING 204 N. ALLIN STREET, AND OF  
800, 801, 802, 803, 804, AND 806 W. WASHINGTON STREET FROM  
R-2, MIXED RESIDENTIAL, AND C-2, NEIGHBORHOOD SHOPPING DISTRICT, TO  
B-2, GENERAL BUSINESS SERVICE DISTRICT**

WHEREAS, the premises hereinafter legally described in Exhibit "A" are located within the corporate limits of the City of Bloomington and presently have a zoning classification of R-2 and C-2 under the provisions of Chapter 44 of the Bloomington City Code, 1960 as amended; and

WHEREAS, the Bloomington Planning Commission has determined that the present zoning classifications on said premises are incompatible with the City of Bloomington Comprehensive Plan and no longer in harmony with the surrounding development and the public welfare; and

WHEREAS, the Bloomington Planning Commission has determined that rezoning said premises to B-2, General Business Service District, would be more compatible with existing uses, adjacent properties and the Comprehensive Plan; and

WHEREAS, the Bloomington Planning Commission has recommended that the City Council pass this ordinance rezoning said premises; and

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

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

1. That the premises hereinafter described in Exhibit(s) "A" shall be and the same are hereby rezoned from "C-2" Neighborhood Shopping District and "R-2" Mixed Residential District to "B-2", General Business Service District.
2. That the Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this \_\_\_ day of August, 2017.

APPROVED this \_\_\_\_ day of August, 2017.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

Ordinance No. 2017-\_\_\_\_  
 Exhibit A  
 Legal Description

<i>Address</i>	<i>Legal Description</i>	<i>PIN</i>	<i>Current Zoning</i>	<i>Proposed Zoning</i>
204 N. Allin St.	PRICES ADD N50' LOT 4 BLK 2	21-05-429-033	C-2	B-2
801 W. Washington St.	E28' S65' LOT 4 BLK 2 PRICES ADD	21-05-429-035	C-2	B-2
803 W. Washington St.	PRICES ADD N28' S65' LOT 4 BLK 2	21-05-429-034	C-2	B-2
800 & 802 W. Washington St.	PRICES ADD (EX ST) LOT 1 BLK 3	21-05-433-014	C-2	B-2
804 W. Washington St.	PRICES ADD (EX W33.5') LOT 2 BLK 3	21-05-433-013	C-2	B-2
806 W. Washington St.	PRICES ADD VAC ALEY S OF & ADJ & W33.5' LOT 2 BLK 3	21-05-433-012	R-2	B-2

**RESOLUTION NO. 2017 - 21**

**A RESOLUTION INITIATING THE REZONING OF 204 N. ALLIN STREET, AND OF 800, 801, 802, 803, 804, AND 806 W. WASHINGTON STREET FROM R-2, MIXED RESIDENTIAL, AND C-2, NEIGHBORHOOD SHOPPING DISTRICT, TO B-2, GENERAL BUSINESS SERVICE DISTRICT**

WHEREAS, the premises hereinafter legally described in Exhibit "A" are located within the corporate limits of the City of Bloomington and presently have a zoning classification of R-2 and C-2 under the provisions of Chapter 44 of the Bloomington City Code, 1960 as amended; and

WHEREAS, the Bloomington Planning Commission has determined that the present zoning classifications on said premises are incompatible with the City of Bloomington Comprehensive Plan and no longer in harmony with the surrounding development and the public welfare; and

WHEREAS, the Bloomington Planning Commission has determined that rezoning said premises to B-2, General Business Service District, would be more compatible with existing uses, adjacent properties and the Comprehensive Plan; and

WHEREAS, the Bloomington Planning Commission has recommended that the City Council pass this resolution to initiate the rezoning of said premises; and

WHEREAS, pursuant to Chapter 44.13-2 of the Bloomington City Code, the City Council has the power to pass this resolution and initiate a rezoning of said premises:

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

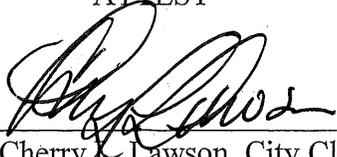
1. That the City Council directs City Staff to initiate the process for rezoning of 204 N. Allin Street, 800, 801, 802, 803, 804, and 806 W. Washington Street to B-2, General Business Service District; and,
2. That the Bloomington Planning Commission shall hold a public hearing, after proper notice is given, on the rezoning of 204 N. Allin Street, 800, 801, 802, 803, 804, and 806 W. Washington Street to B-2, General Business Service District.

PASSED this 8<sup>th</sup> day of May, 2017.

APPROVED this 9<sup>th</sup> day of May, 2017.

CITY OF BLOOMINGTON

  
\_\_\_\_\_  
Tari Renner, Mayor

ATTEST  
  
\_\_\_\_\_  
Cherry L. Lawson, City Clerk

Resolution No. 2017-21  
 Exhibit A  
 Legal Description

<i>Address</i>	<i>Legal Description</i>	<i>PIN</i>	<i>Current Zoning</i>	<i>Proposed Zoning</i>
204 N. Allin St.	PRICES ADD N50' LOT 4 BLK 2	21-05-429-033	C-2	B-2
801 W. Washington St.	E28' S65' LOT 4 BLK 2 PRICES ADD	21-05-429-035	C-2	B-2
803 W. Washington St.	PRICES ADD N28' S65' LOT 4 BLK 2	21-05-429-034	C-2	B-2
800 & 802 W. Washington St.	PRICES ADD (EX ST) LOT 1 BLK 3	21-05-433-014	C-2	B-2
804 W. Washington St.	PRICES ADD (EX W33.5') LOT 2 BLK 3	21-05-433-013	C-2	B-2
806 W. Washington St.	PRICES ADD VAC ALEY S OF & ADJ & W33.5' LOT 2 BLK 3	21-05-433-012	R-2	B-2

Item 7M: Consideration of the application of Board of Trustees of Illinois State University (ISU), d/b/a Illinois Shakespeare Festival, located at 48 Sunset Rd., requesting an EBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week.

**Motion by Alderman Black, seconded by Alderman Hauman, that that the application Board of Trustees of Illinois State University (ISU), d/b/a Illinois Shakespeare Festival, located at 48 Sunset Rd., requesting an EBS liquor license which would allow the sale of beer and wine only by the glass for consumption on the premises seven (7) days a week be approved contingent upon compliance with all health and safety codes.**

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

**Ayes: Aldermen Sage, Mathy, Buragas, Painter, Black, Schmidt, Hauman and Bray.**

**Recuse: Alderman Mboka Mwilambwe**

**Nays: None.**

**Motion carried.**

## **8. “Regular Agenda”**

The following was presented:

Item 8A: Consideration of a Resolution initiating the rezoning of 204 N. Allin Street, and of 800, 801, 802, 803, 804, and 806 W. Washington Street from R-2, Mixed Residential District, and C-2, Neighborhood Shopping District, to B-2, General Business Service District.

Mr. Dabareiner commented that the items were not in the order to which it should have been; however, if it was not for the second item, Item 8B, we would not have Item 8A. In reviewing 8B, we found some zoning issues related to properties that are in the vicinity on the existing WBRP location. In fact, these properties that are highlighted, are the properties along Allin and Washington not associated with WBRP in Item 8B. These properties need some rezoning to allow them to continue the uses that they have in place; our only other option, having discovered these uses that are not legal in the current zoning, is to enforce and have them discontinue the residential portions of their activities. We thought it might be better to rezone and ensure that rezoning is consistent with the comprehensive plan. The process for this is, as Alderman Sage was talking earlier, is to bring it to Council and have Council ask the Planning Commission to do that rezoning, to consider that rezoning.

### RESOLUTION NO. 2017 - 21

#### A RESOLUTION INITIATING THE REZONING OF 204 N. ALLIN STREET, AND OF

Regular City Council Meeting Minutes  
Bloomington City Council Regular Meeting  
Monday, May 8, 2017; 7:00 PM

800, 801, 802, 803, 804, AND 806 W. WASHINGTON STREET FROM  
R-2, MIXED RESIDENTIAL, AND C-2, NEIGHBORHOOD SHOPPING DISTRICT, TO B-2,  
GENERAL BUSINESS SERVICE DISTRICT

**Motion by Alderman Black, seconded by Alderman Schmidt that a Resolution initiating the rezoning of 204 N. Allin Street, and of 800, 801, 802, 803, 804, and 806 W. Washington Street from R-2, Mixed Residential District, and C-2, Neighborhood Shopping District, to B-2, General Business Service District be passed, and that the Mayor and City Clerk be authorized to execute the necessary documents.**

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

**Ayes: Aldermen Sage, Mathy, Mwilambwe, Buragas, Painter, Black, Schmidt, Hauman and Bray.**

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8B: Consideration of adopting an Ordinance rezoning the property located at 724 W. Washington Street from C-2, Neighborhood Shopping District to B-2, general business service district and the property located at 720 W. Washington Street from R-2, mixed residential district to B-2, general business service district.

(31:35) Mr. Dabareiner stated West Bloomington Revitalization Project has changed location. They are looking to include an apartment upstairs in the new location. To do that, the existing zoning would require rezoning. In order to allow, and they are looking at the need for the apartment to help pay expenses for the WBRP used downstairs, we need to rezone those two properties; one is actually residential right now, but the other would be C-2 – residential is not allowed. Council would need to approve rezoning in B-2 to allow WBRP to do everything that they want to do.

ORDINANCE NO. 2017 -35

AN ORDINANCE REZONING THE PROPERTY LOCATED AT 724 W. WASHINGTON STREET FROM C-2, NEIGHBORHOOD SHOPPING DISTRICT TO B-2, GENERAL BUSINESS SERVICE DISTRICT AND THE PROPERTY LOCATED AT 720 W. WASHINGTON STREET FROM R-2, MIXED RESIDENTIAL DISTRICT TO B-2, GENERAL BUSINESS SERVICE DISTRICT

**Motion by Alderman Painter seconded by Alderman Hauman that the Ordinance be adopted rezoning the property and that the Mayor and City Clerk be authorized to execute the necessary documents.**

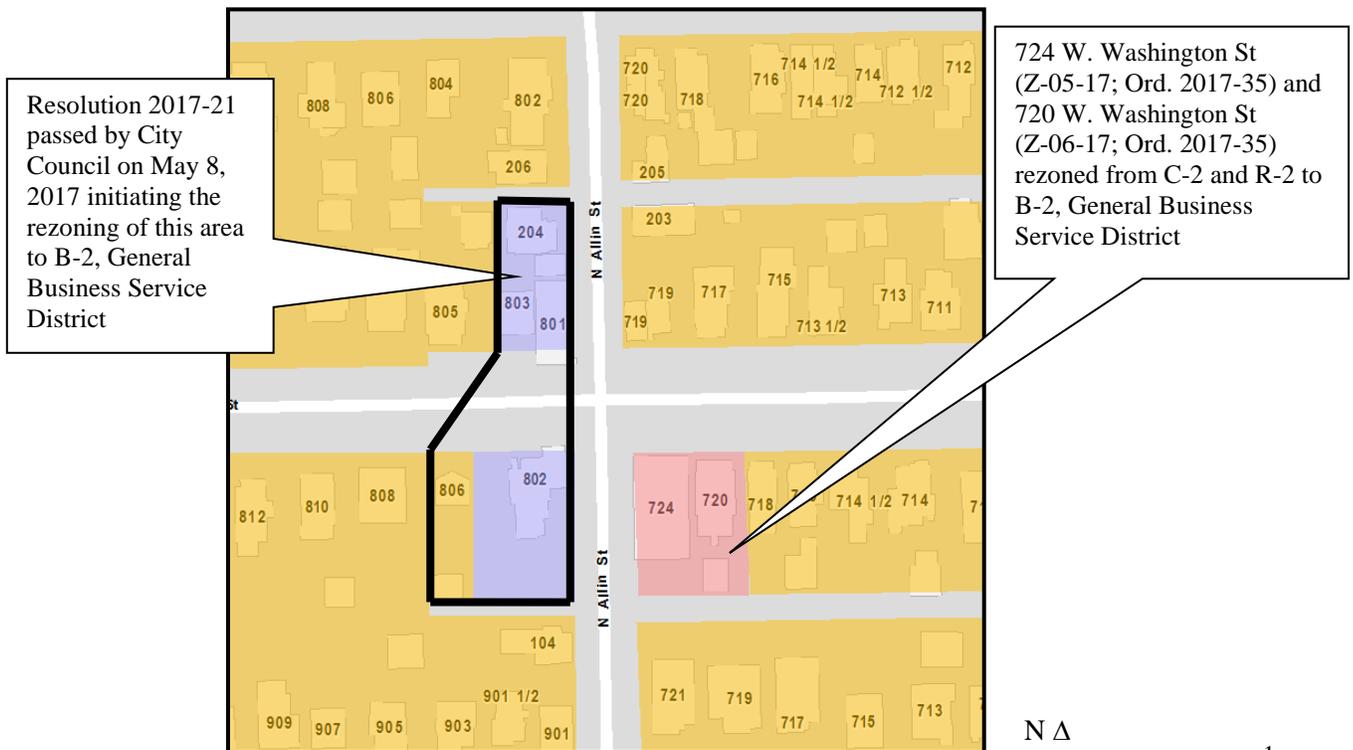
**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
JUNE 14, 2017**

CASE NUMBER:	SUBJECT:	TYPE:	SUBMITTED BY:
Z-17-17	800-806 W Washington St.	Rezone	Katie Simpson, City Planner
Z-17-17	204 N. Allin St.		
<b>PETITIONER'S REQUEST:</b>	Rezone the above referenced properties from C-2 and R-2 to B-2 General Business Service District to encourage mixed-use development as identified in the Comprehensive Plan and to eliminate current nonconforming status of properties.		
<i>Staff finds that the petitions <b>meet the</b> Zoning Ordinance's map amendment guidelines for the B-2, General Business Service District (44.6-21).</i>			

**STAFF RECOMMENDATION: Approval**

Staff recommends the Planning Commission pass the following motions recommending:

A. To recommend that the **City Council adopt an ordinance rezoning** 806 W. Washington St, 804 W. Washington St., 800 and 802 W. Washington St., 803 W. Washington St., 801 W. Washington St., and 204 N. Allin St., **to B-2, General Business Service District (Z-17-17).**



**NOTICE**

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on May 29, 2017.

**GENERAL INFORMATION**

Applicant: City of Bloomington City Council (Resolution 2017-21)

**PROPERTY INFORMATION**

204 N. Allin Street

Legal Description: PRICES ADD N50' LOT 4 BLK 2  
Existing Zoning: C-2, Neighborhood Shopping  
Existing Land Use: Single family home  
Property size: 0.064 acres/ 2800 sqft  
PIN: 21-05-429-033



Pictured: 801 and 803 W Washington Street

801 W. Washington St.

Legal Description: E28' S65' LOT 4 BLK 2 PRICES ADD  
Existing Zoning: C-2, Neighborhood Shopping  
Existing Land Use: Mixed Use Development (former WBRP Tool Library)  
Property size: 0.042 acres/1,831 sqft  
PIN: 21-05-429-035

803 W. Washington St.

Legal Description: PRICES ADD N28' S65' LOT 4 BLK 2  
Existing Zoning: C-2, Neighborhood Shopping  
Existing Land Use: Single family home  
Property size: 0.042 acres/1,828 sqft  
PIN: 21-05-429-034

800 & 802 W. Washington St.

Legal Description: PRICES ADD (EX ST) LOT 1 BLK 3  
Existing Zoning: C-2, Neighborhood Shopping  
Existing Land Use: Mixed use development  
Property size: 0.129 acres/ 5,612 sqft  
PIN: 21-05-433-014



Pictured: 800, 802, 804 and 806 W Washington Street

804 W. Washington St.

Legal Description: PRICES ADD (EX W33.5') LOT 2 BLK 3  
Existing Zoning: C-2, Neighborhood Shopping  
Existing Land Use: Vacant  
Property size: 0.08 acres/ 3,632 sqft  
PIN: 21-05-433-013

Z-17-17 Rezone 204 N Allin St and 800-806 W Washington to B-2

806 W. Washington St.

Legal Description: PRICS ADD VAC ALEY S OF & ADJ & W33.5' LOT 2 BLK 3  
 Existing Zoning: R-2, Mixed Residential District  
 Existing Land Use: Vacant/Accessory Structure  
 Property size: 0.089 acres/ 3,866 sqft  
 PIN: 21-05-433-012

**Surrounding Zoning and Land Uses**

Zoning

North: R-2, Mixed Residential  
 South: R-2, Mixed Residential  
 East: R-2, Mixed Residential  
 East: B-2, General Business Service  
 West: R-2, Mixed Residential

Land Uses

North: Single/two family home(s)  
 South: Single/two family home(s)  
 East: Single/two family home(s)  
 East: WBRP Tool Library  
 West: Single/two family home(s)

**Analysis**

This report is based on the following documents, which are on file with the Community Development Department:

1. Resolution 2017-21
2. Aerial photographs
3. Zoning Map
4. Site visit

**PROJECT DESCRIPTION**

*Background:* 801 and 803 W. Washington Street and 204 N. Allin Street form the northwest block of the intersection of W. Washington Street and Allin Street. 800, 802, 804, and 806 W. Washington Street make up the southwest corner of the intersection. 724 and 720 W. Washington Street, rezoned to B-2 in May 2017, comprise the southeast corner of the intersection. The northwest and southwest corners of W. Washington Street and N. Allin Street are zoned R-2, Mixed Residential and C-2, Neighborhood Shopping District. The subject properties on the northwest corner form an area of approximately 0.14 acres or 6,459 sqft. The subject properties on the southwest corner create a total area of roughly 0.30 acres or 13,110 square feet. The subject area is very compact and completely surrounded by development.

Washington Street is considered a major arterial road leading into the City’s downtown center. Two commercial nodes exist along Washington Street, one at the intersection of Washington Street and Morris Ave and the other at the intersection of Washington Street and Allin Street. Three of the four corners at Washington Street and Allin Street are improved with mixed-use buildings and were traditionally used for commercial and residential uses. Since this neighborhood is established and the surrounding lots are developed, mixed-use is an appropriate and sustainable type of land use that allows property owners to maximize the available land. Additionally, the Comprehensive Plan identifies this neighborhood as the Regeneration Area and encourages facilitating a commercial mixed-use style of development, the promotion of walkable neighborhoods, and the importance of enhancing the Washington Street corridors.

*Project Description:*

The Bloomington City Council, on May 8, 2017, approved an ordinance rezoning the property located at 720 and 724 W. Washington Street from R-2, Mixed Residential and C-2, Neighborhood Shopping to B-2, General Business Service District. The rezoning allowed for the continuation of the West Bloomington Revitalization Project, the establishment of a bike co-op, and a second story residential apartment. Additionally, the Council passed a resolution (attached to this memo) directing staff to initiate the rezoning process for the northwest and southwest corners. The City Ordinance requires the Planning Commission to hold a public hearing prior to a map amendment by City Council. Under the existing zoning designations, the subject properties are considered to be legal, nonconforming.

The nonconforming status, regulated by Chapter 44 Section 4-6, necessitates that if a property with said status is destroyed by over 50% of its fair cash market value then it cannot be rebuilt. Additionally if a nonconforming use is discontinued or destroyed, it cannot be restored. Under the existing designation, residential uses, including the establishment of a second story apartment or single family home, in the commercial zoning districts would not be allowed if destroyed and could not be reestablished if discontinued. Amending the zoning district to B-2 would allow both residential and commercial uses eliminating the nonconforming status, and encouraging the mixed-use style development envisioned in the Comprehensive Plan.

*Link to Comprehensive Plan:*

In addition to providing affordable, safe, quality housing options for residents Chapter 4 of the Comprehensive Plan identifies Goal N-1 **Ensuring compact development of the City through denser, mixed-use developments and reinvestment in the established older neighborhoods.**

*The proposed rezoning aligns with the following objectives:*

- N-1.2e Identify areas for commercial mixed-use developments to enhance the character of the existing neighborhoods.
- N-1.2g Enhance key corridors into the City such as Washington Street

**FINDINGS OF FACT**

The Zoning Ordinance provides “*Zoning Map Amendment Guidelines*” and states, “*In making its legislative determination to zone or rezone property to a B-2 General Business Service District zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*”

1. *The relationship of the subject property to the City’s transportation systems and the impact the permitted uses would have upon these systems. Traffic congestion and safety are of primary concern although B-2 zoning near areas of high pedestrian activity further complicates these problems;* the subject property is located at an intersection of a major arterial road. The transportation system is sufficient to accommodate the uses permitted in the B-2 district. B-2 allows for a variety of uses ranging from specialty shops, libraries, and grocery stores, amenities that complement the surrounding neighborhood, to wholesale storage and truck stops, which are more intense and less compatible with residential. The more intense uses permitted in the B-2 district will be limited at this location due to the smaller parcel sizes, building codes and parking

requirements. The property zoned R-2, does not meet the lot area and width requirements of the residential districts. It is unlikely that the site could be redeveloped with a house and comply with zoning requirements such as setbacks, B-2 is a more appropriate zoning for this parcel. The standard is met.

2. *The potential impact the uses authorized in the district would have upon any existing or permitted uses in the surrounding area including the introduction of through truck and automobile traffic into a residential neighborhood;* the proposed uses in the B-2 district are more compatible with the surrounding and existing uses because they allow for residential uses. The current zoning does not allow for residential. The types of commercial developments which could occur in this area are limited by the parcel size and building codes/parking requirements and are similar to those that currently exist. No significant impact in truck traffic is expected since commercial developments with heavy truck traffic would require larger lots. The standard is met.
3. *The extent to which the permitted use contributes to an undesirable pattern of strip commercial development including the resultant numerous curb cuts and piecemeal development on small, residential sized lots;* the intention of the rezoning is to better accommodate the residential element of the mixed-use vision and to eliminate nonconforming structures and uses. It is unlikely that new curb cuts would be approved for future developments at this location. Most businesses located in the subject area currently gain access from allies behind the properties. The standard is met.
4. *The extent to which surrounding zoning and land usage provides a transition from the more intense business use to lower intensity uses and districts;* the Comprehensive Plan encourages mixed-use developments along commercial corridors. This intersection is considered a commercial corridor and less intense commercial developments will add to the quality of life in the area by increasing access to services and possibly facilitating employment. The residential component allowed in the B-2 district will also provide safe, attractive, diverse housing options for Westside residents. The mixed-use development would also allow shop keepers and business owners to reside near their places of business encouraging small business development and entrepreneurship. The standard is met.
5. *The capacity of existing and proposed community facilities and utilities including water and sewer systems to serve the permitted uses which lawfully occur on the property so zoned;* the majority of the subject properties are currently zoned for commercial uses. The proposed change in zoning is minimal in that many of the uses allowed in the current zoning are allowed in the proposed zoning. The utilities and facilities are adequate for both the proposed commercial and the proposed residential. The facilities and utilities are existing. A 12 inch water main and 12 inch combination storm sewer exist in the Washington Street right-of-way. The Allin St. right-of-way hosts an 8 inch water main. The existing utilities should be adequate to accommodate the commercial and residential uses in the B-2 district. The standard is met.
6. *The impact the permitted uses would have upon the environment including noise, air, and water pollution;* the property is currently zoned for commercial uses, the change in

Z-17-17 Rezone 204 N Allin St and 800-806 W Washington to B-2

impact should be minimal since the uses are very similar in the C-2 and B-2 districts. The feasibility of accommodating more intense uses, which would have a larger impact on the environment, in this area is limited by the size and availability vacant land near the area being rezoned. Additionally, the mixed-use component allowed by the B-2 district encourages property owners to combine residential and commercial uses to maximize the utility of their land. This approach is more sustainable because it encourages dense, compact development, reduces unnecessary impervious surfaces and promotes walkability and shared resources. The standard is met.

7. *The impact any natural disasters, including flooding, would have upon the permitted uses;* No impact is expected, new developments will be required to comply with city's detention and storm water management standards. The standard is met.
8. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137).* The Comprehensive Plan establishes a vision of mixed-use developments in the Regeneration Neighborhood. Rezoning the property will allow the standard to be met. The standard is met.

**STAFF RECOMMENDATION:**

Staff recommends the Planning Commission pass the following motions recommending:

- A. To recommend that the **City Council adopt an ordinance rezoning** 806 W. Washington St, 804 W. Washington St., 800 and 802 W. Washington St., 803 W. Washington St., 801 W. Washington St., and 204 N. Allin St., **to B-2, General Business Service District,** case Z-17-17.

Respectfully submitted,

Katie Simpson  
City Planner

Attachments:

- Draft Ordinance rezoning 800-806 W. Washington Street and 204 N. Allin St. from C-2, Neighborhood Shopping and R-2, Mixed Residential to B-2, General Business Service District
- Resolution 2017-21
- City Council Minutes from 05.08.17
- List of Permitted Uses in the B-2 District
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List
- Notice for property owners at 806 W. Washington St, 804 W. Washington St., 800 and 802 W. Washington St., 803 W. Washington St., 801 W. Washington St., and 204 N. Allin St

**MINUTES**  
**BLOOMINGTON PLANNING COMMISSION**  
**REGULAR MEETING**  
**WEDNESDAY, JUNE 14, 2017 4:00 P.M.**  
**COUNCIL CHAMBERS, CITY HALL**  
**109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. J. Balmer, Mr. Kevin Suess, Ms. Nicole Chlebek, Mr. Ryan Scritchlow, Mr. James Pearson, Mr. John Protzman, Ms. Megan Headean, Mr. Justin Boyd, Mr. Eric Penn, Chairman David Stanczak

**MEMBERS ABSENT:** None

**OTHERS PRESENT:** Mr. Tom Dabareiner, Director of Community Development; Ms. Katie Simpson, City Planner; Mr. George Boyle, City Attorney; Mr. Michael Hill, Public Works; Mr. Jim Karch, Public Works Director.

**CALL TO ORDER:** Chairman Stanczak called the meeting to order at 4:01 PM

**ROLL CALL:** Mr. Dabareiner called the roll. With ten members in attendance, a quorum was present.

**PUBLIC COMMENT:** None

**MINUTES:** The Commission reviewed the May 24, 2017 minutes. Mr. Scritchlow moved to approve the minutes; Mr. Boyd seconded the motion, which was passed unanimously by a voice vote.

**REGULAR AGENDA:**

**Z-17-17 Public hearing, review and action on a petition submitted by the Bloomington City Council (Resolution 2017-21) requesting the rezoning of 204 N. Allin St, 801 W. Washington St, 803 W. Washington St., 800 and 802 W. Washington St., and 804 W. Washington St., from C-2, Neighborhood Shopping District to B-2, General Business Service District., and the rezoning of 806 W. Washington St., from R-2, Mixed Residential to B-2, General Business Service District.**

Chairman Stanczak introduced the case and Ms. Simpson provided the staff report. She provided an overview and noted that nothing had changed since the prior presentation on these properties, but that a processing error required reconsideration by the Planning Commission.

Mr. Balmer moved to approve the petition; second by Mr. Protzman. The item passed unanimously with the following roll call vote: Mr. Balmer—yes; Mr. Protzman—yes; Mr. Suess—yes; Ms. Chlebek—yes; Mr. Scritchlow—yes; Mr. Pearson—yes; Ms. Headean—yes; Mr. Boyd—yes; Mr. Penn—yes; Chairman Stanczak—yes.



## Section 44.6-30

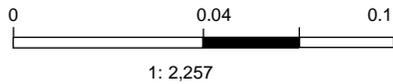
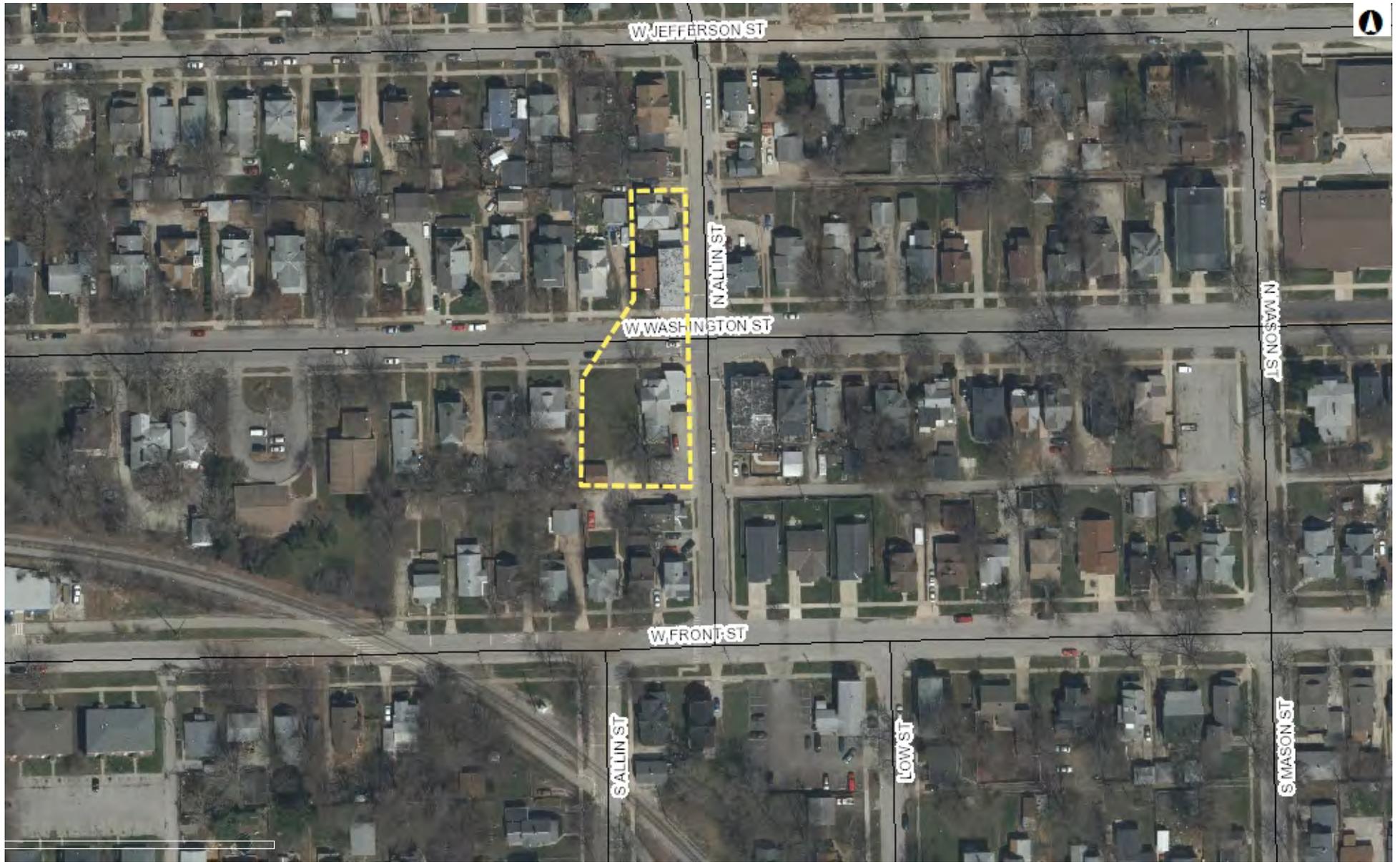
### Permitted Uses in the B-2 District

Accounting, Auditing, Bookkeeping	P	Legitimate Theaters	P
Adult Cabaret	5	Libraries	P
Adult Hotels/Motels	5	Linen Supply Services	P
Adult Lingerie Modeling Studios	5	Linen Supply Stores	P
Adult Media Stores	5	Linen Supply Stores	P
Adult Modeling Studios	5	Liquor Stores	P
Adult Motion Picture Theaters	5	Lodging Houses	P
Advertising Services	P	Lumber Yards, Building Materials	P
Agency Supervised Homes	P	Mail Order Houses	P
Agency-Operated Family Homes	P	Manufactured Home Sales	S
Agency-Operated Group Homes	P	Marine Craft and Accessory Sales	P
Agriculture	P	Massage Therapy Studio	P
Airports and Landing Fields	S	Media Shops	12
Ambulatory Surgical Treatment Center	P	Medical Marijuana Dispensing Organization	P
Amphitheaters	P	Medical, Health Services	P
Amusement Centers	S	Mental Health Facilities	P
Animal Detention Facilities, with no outdoor exercise areas	P	Merchandise Vending Machine Sales	P
Animal Detention Facilities, with outdoor exercise areas	S	Mini Warehouses	S
Animal Hospitals	P	Miscellaneous Services N.E.C.	P
Antique Stores	P	Mobile Food and Beverage Vendor	13
Apparel Shops	P	Mobile Home Sales	S
Appliance Stores	P	Monument Sales	P
Aquariums	P	Motels, Hotels, Motor Hotels	P
Arenas, Field Houses, Stadiums	P	Motion Picture Studios	P
Art Galleries, Museums	P	Motion Picture Theaters	P
Art Supplies, Craft Stores	P	Motor Vehicle Sales, Service N.E.C.	P
Artisanal/Craft Production and Retail	P	Motor Vehicle Storage	P
Athletic Clubs, YMCA, YWCA	P	Motorcycle Sales and Service	P
Auction Houses	P	Music Stores, Record Shops	P
Auditoriums, Concert Halls	P	News Syndicate Services	P
Automobile and Accessories Sales	P	Nursery Schools	P
Automobile Engine Electrical System Diagnostic Services	P	Nursing Homes	P
Automobile Rental Service	P	Offices	P
Automobile Repair Shops	P	Optical Goods, Hearing Aids Sales	P
Automobile Service Stations	P	Other Clubs Not Classified	P
Awning, Tent, Canvas Products Sales	P	Other Specialty Shops, N.E.C.	P
Bakery Products Sales	P	Outdoor Advertising Services	P
Ballrooms, Dance Halls	P	Packing and Crating Services	P
Banking Services	P	Paint, Glass, Wallpaper Stores	P

Barber Shops, Beauty Shops	P	Painting, Decorating Services	P
Bars, Taverns, Nightclubs	P	Parking Lot, Commercial	P
Bed & Breakfast Establishments	P	Parking Lot, Noncommercial	P
Billiard Centers, Pool Halls	P	Parks, Playgrounds, Aboretums	P
Birthing Center	P	Penny Arcade	P
Blueprinting and Photocopying	P	Pet Shops	P
Boarding Schools	P	Pharmacy	P
Boat Sales, Service, Rental	P	Photofinishing Services	P
Book, Stationery Stores, Newsstands	P	Photographic Services	P
Bowling Establishments	P	Planetariums	P
Building Construction Services	P	Plumbing, Heating Services	P
Bus Passenger Terminals	P	Police Stations, Fire Stations	P
Bus Sales Service	P	Postal Services	P
Business Management Consulting	P	Post-Surgical Recovery Care Center	P
Business Schools	P	Pottery, Ceramic Products Sales	P
Cabinet making, woodworking, furniture repair	P	Pre-Schools	P
Cameras, Photographic Supplies	P	Printing, Publishing, Allied Uses	P
Camping, Recreational Equipment Sales	P	Professional Clubs, Business Clubs	P
Candle Shops	P	Professional Supply Repair Services	P
Candy Confectionery Sales	P	Radio Broadcasting Studios	P
Car Wash	P	Radio, Television Repair Services	P
Carpentry Services	P	Radio, Television Stations-Towers	P
Catering Services	P	Radio,. Television Stores	P
Childrens Homes, Orphanages	P	Rail Passenger Terminals	P
China, Glassware, Metalware Stores	P	Real Estate Services	P
Churches, Synagogues, Temples	P	Record Shops, Music Stores	P
Cigar, Tobacco Products Sales	P	Refuse Disposal Services	S
Clinics	P	Rehabilitation Schools	P
Collection Services	P	Religious Education Facility	P
College-University Classrooms	P	Research and Testing Services	P
Commercial Printing Services	P	Restaurants, Cafeterias	P
Commodity Contract Brokers	P	Roller Skating Rinks	P
Community Centers	P	Rooming Houses	P
Computer Services	P	Rooming Houses	P
Convalescent Homes, Rest Homes	P	Savings and Loan Associations	P
Convenience Establishments	P	Security and Commodity Services	P
Country Clubs, Golf Clubs	P	Service Clubs, Civic Clubs	P
Credit Services	P	Sewage Lift Stations	P
Crematories	S	Sewage Treatment Plants	S
Cultural Activities	P	Sex Shops	5
Currency Exchanges	P	Sexually Oriented Entertainment Business	5
Dairy Products	P	Sheltered Care Homes	P
Dance Studios, Music Studios	P	Shoe Repair Services	P

Day Care Centers	P	Shoe Stores	P
Delicatessens	P	Sign Painting Services	P
Dental Services	P	Ski Mobile Sales, Service	P
Department Stores	P	Social Clubs, Lodges	P
Detective and Protective Services	P	Specialty Food Shops	P
Diagnostic Imaging Center	P	Specialty Schools	P
Diagnostic Laboratory Treatment Facility	P	Sporting Goods, Bicycle Sales	P
Diaper Services	P	Stenographic Services	P
Domestic Violence Shelter	P	Swimming Clubs	P
Donut Shops, Ice Cream Shops	P	Swimming Pools	P
Draperies, Curtains, Uphostery	P	Taxi Terminals	P
Dressmaking, Tailor Shops	P	Telecommunication Antenna Facilities	10
Drive-in Refreshment Stands	P	Telegraph Message Centers	P
Drug Stores	P	Telephone Exchange Stations	P
Dry Cleaning Services	P	Telephone Exchange Substations	P
Dry Goods, Piece Goods Stores	P	Telephone Relay Towers	P
Duplicating, Mailing Services	P	Television Broadcasting Studios	P
Dwellings, Multiple Family	9	Tile Abstracting Services	P
Dwellings, Single-Family	S	Tires, Batteries, Accessories Sales	P
Dwellings, Two-Family	P	Towing Services	2
Educational and Research Services	P	Townhouses	9
Electrical Repair Service	P	Trade Supply Sales-Service	P
Electrical Services	P	Trading Stamp Services	P
Electrical Supply Sales	P	Transfer Services	P
Electricity Regulating Substations	P	Travel Arranging Services	P
Electronics Assembly Plants	P	Treatment Centers for Drug Abuse	P
Employment Services	P	Tree Sales, Nurseries, Greenhouses	P
Engineering, Architectural Services	P	Truck Rental Service	P
Equipment Rental , Leasing Services	P	Truck Sales and Service	P
Exhibition/Exposition Halls	P	Truck Stops, Truck Plazas	P
Extended Stay Motel	P	Truck Wash	P
Exterminating-Pest Control Services	P	Utility Conduits, Lines, Pipelines	P
Farm Machinery Sales and Service	P	Variety Stores	P
Farm Supply Stores	P	Veterinarian Services	P
Financial Services	P	Video Sales and Rental Stores	P
Fish Hatcheries, Poultry Hatcheries	P	Vocational Schools	P
Flammable Liquid Pipelines	P	Water Pressure Control Stations	P
Floor Covering Stores	P	Water Purification Plants	P
Florist Shops	P	Water Storage Reservoirs	P
Food Pantry	P	Welding Services	P
Forestry	P	Well Drilling Services	P
Fuel Oil Service	P	Wholesale Sales Establishments	1
Funeral Parlor, Mortuary	P	Window Cleaning Services	P
Furniture Stores	P		

Gas Regulatory Stations	P		
General Merchandise Stores	P		
Gift Shops	P		
Golf Courses - Not Miniature Golf	P		
Government Services	P		
Greeting Card Shops	P		
Grocery Stores, Supermarkets	P		
Group Homes for Parolees	S		
Group Homes for Parolees	S		
Gun Shops	P		
Gymnasiums, Recreation Centers	P		
Hardware Stores	P		
Health Clubs	P		
Health Spas, Reducing Salons	P		
Heating Plumbing Equipment Sales	P		
Heliports, Heliport Terminals	S		
Hobby Shops, Toy Stores	P		
Home for the Aged	P		
Home Improvement Center	P		
Home Maintenance Services	P		
Horticultural Services	P		
Hospitals, Except Animal Hospitals	P		
Hotels, Motels, Motor Hotels	P		
Ice Rinks	P		
Institution for Child Care	P		
Institution for the Handicapped	P		
Insurance Services	P		
Irrigation Channels	P		
Jewelry Stores, Watch Repair	P		
Kennels, with no outdoor exercise areas	P		
Kennels, with outdoor exercise areas	S		
Knit Goods Shops	P		
Laboratory, Dental and Medical	P		
Laboratory, Psychological	P		
Laundering Services	P		
Leather Goods Shops	P		



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Notes



Published  
5-29-17

20886990  
CITY OF BLOOMINGTON  
PUBLIC HEARING NOTICE  
PLANNING COMMISSION  
JUNE 14, 2017

Notice is hereby given that the Planning Commission of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday, June 14, 2017 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois, on a petition initiated by the City of Bloomington City Council to rezone the following properties from C-2, Neighborhood Commercial and R-2, Mixed Residential to B-2, General Business Service District:

**Public Notices**

204 N. Allin St.  
(PRICES ADD N50' LOT 4 BLK 2)

PIN: 21-05-429-033  
Rezone from C-2 to B-2

801 W. Washington St.  
(E28' S65' LOT 4 BLK 2  
PRICES ADD)

PIN: 21-05-429-035  
Rezone from C-2 to B-2

803 W. Washington St.  
(PRICES ADD N28' S65' LOT  
4 BLK 2)

21-05-429-034  
Rezone from C-2 to B-2

800 & 802 W. Washington St.  
(PRICES ADD (EX ST) LOT 1  
BLK 3)

PIN: 21-05-433-014  
Rezone from C-2 to B-2

804 W. Washington St.  
(PRICES ADD (EX W33.5')  
LOT 2 BLK 3)

PIN: 21-05-433-013  
Rezone from C-2 to B-2

806 W. Washington St.  
(PRICES ADD VAC ALEY S OF  
& ADJ & W33.5' LOT 2 BLK 3)

PIN: 21-05-433-012  
Rezone from R-2 to B-2

All interested persons may present their views upon such matters pertaining to the above referenced cases at the public hearing. The petitioner or his/her Counsel/Agent must attend the meeting. In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org). The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Published: Monday, May 29, 2017



May 31, 2017

**Subject: Proposed zoning change for properties located at the corner of Allin Street and W. Washington Street.**

Dear resident or property owner:

On May 8, 2017 the City of Bloomington City Council passed Resolution No. 2017-21 initiating the rezoning process for 204 N. Allin Street and of 800,801,802,803,804 and 806 W. Washington St to B-2, General Business Service District. The **Planning Commission of the City of Bloomington, Illinois, will hold a public hearing on Wednesday, June 14, 2017 at 4:00 p.m.** in the **City Hall Council Chambers, 109 E. Olive St., Bloomington, Illinois**, to hear testimony on the Resolution from the City of Bloomington (COB) requesting to rezone property located at the corner of W. Washington Street and Allin Street from R-2, Mixed Residential and C-2, Neighborhood Shopping District, to B-2, General Business Service District. The following petitions will be reviewed at the hearing:

Petitioner	Address	Legal Description	PIN	Current Zoning	Proposed Zoning
COB	204 N. Allin St.	PRICES ADD N50' LOT 4 BLK 2	21-05-429-033	C-2	B-2
COB	801 W. Washington St.	E28' S65' LOT 4 BLK 2 PRICES ADD	21-05-429-035	C-2	B-2
COB	803 W. Washington St.	PRICES ADD N28' S65' LOT 4 BLK 2	21-05-429-034	C-2	B-2
COB	800 & 802 W. Washington St.	PRICES ADD (EX ST) LOT 1 BLK 3	21-05-433-014	C-2	B-2
COB	804 W. Washington St.	PRICES ADD (EX W33.5') LOT 2 BLK 3	21-05-433-013	C-2	B-2
COB	806 W. Washington St.	PRICS ADD VAC ALEY S OF & ADJ & W33.5' LOT 2 BLK 3	21-05-433-012	R-2	B-2

The current zoning designation C-2, Neighborhood Shopping District, encourages commercial uses but prohibits the residential uses that currently exist. The proposed zoning change to B-2, General Business Service District would allow for similar commercial uses and also enables the current residential uses to remain. Essentially, this change in zoning will preserve the existing residential uses and the character of the neighborhood.

We are sending you this courtesy notice because you own property within 500 feet of the land described above (a map is attached for reference). In compliance with the Americans with



Department of Community Development  
115 E Washington St, Ste 201  
Bloomington IL 61701

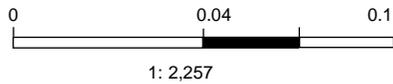
Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing. Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at [www.cityblm.org](http://www.cityblm.org).

If you have additional questions or for further information, please contact the City of Bloomington Community Development Department at (309) 434-2226.

Respectfully,  
Katie Simpson  
City Planner



# Public Hearing on a Resolution to rezone the properties outline in Blue (204 N. Allin and 800-806 W. Washington St)



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Printed: 5/31/2017 4:00:46 PM

Notes

LINE1	LINE2	LINE3
CITY OF BLOOMINGTON	109 E OLIVE ST	BLOOMINGTON IL 61701
RAMNIK & RANJAN KHANT	1000 AUTUMN RIDGE CT	PRINCETON IL 61356
WILLIAM & CYNTHIA SHEPHERD HACKMAN	PO BOX 3333	BLOOMINGTON IL 61701
JODY POTTS	820 W JEFFERSON ST	BLOOMINGTON IL 61701
SALVADOR ALVEREZ	820 1/2 W JEFFERSON	BLOOMINGTON IL 61701
JESSICA JANES	822 W JEFFERSON	BLOOMINGTON IL 61701
PHILIP & LAURA DICK	819 W WASHINGTON ST	BLOOMINGTON IL 61701
PHILIP & LAURA DICK	819 W WASHINGTON ST	BLOOMINGTON IL 61701
WAYNE PELHANK	2625 Day Lily Run	The Villages FL 321622
ROBERT & HEIDI BOSQUEZ	819 W JEFFERSON ST	BLOOMINGTON IL 61701
% TIMOTHY L OWEN HEARTLAND BANK AND T	401 NORTH HERSHEY RD PO BOX 67	BLOOMINGTON IL 61701
LOLITA POORE	920 W FRONT ST	BLOOMINGTON IL 61701
RYAN D YODER	14901 AUTUMN RD	HEYWORTH IL 6174588
ELIZABETH A & LESLIE M BOSWELL	719 W FRONT ST	BLOOMINGTON IL 61701
LENIOX CAMPBELL	721 W FRONT	BLOOMINGTON IL 61701
MICHAEL & JAMIE HADADY	702 W JEFFERSON ST	BLOOMINGTON IL 61701
JAMES STEELE	801 W MONROE ST	BLOOMINGTON IL 61701
ROBERT A WICK	802 Karin Dr	Normal IL 617613144
THOMAS A KUMMER	802 W MONROE	BLOOMINGTON IL 61701
RANDY T KUEHN	710 W JEFFERSON ST	BLOOMINGTON IL 61701
JEFF E GORDON	602 S MADISON ST	BLOOMINGTON IL 61701
ANGELA SMITH	531 W GROVE ST	BLOOMINGTON IL 61701
DONALD J & ROSEANNE C CORNETT	702 W FRONT ST	BLOOMINGTON IL 61701
JANET DARROW	539 W GROVE ST	BLOOMINGTON IL 61701
ROBERT WEAVER	541 W GROVE ST	BLOOMINGTON IL 61701
SHARON K FOLEY	808 W. WASHINGTON	BLOOMINGTON IL 61701
HOUSE JESUS	724 W WASHINGTON ST	BLOOMINGTON IL 61701
SALVATION ARMY	10 W ALGONQUIN RD	DES PLAINES IL 60016
BARBARA J EVANS	1513 WILSON ST	BLOOMINGTON IL 61701
MARK L RHINEHART	19745 N 1500 EAST RD	HUDSON IL 617489295
WINSTON & WELLIS ALEXANDER	811 W JEFFERSON ST	BLOOMINGTON IL 61701
ALBERTO PALAFOX	204 N ALLIN ST	BLOOMINGTON IL 61701
JACK O & LYNN M EDWARDS	9564 WALNUT WAY	BLOOMINGTON IL 61701
CYNTHIA M SHEPARD	PO BOX 3333	BLOOMINGTON IL 61701
BRAD & MARTHA BUTZIRUS	14225 N 900 EAST RD	BLOOMINGTON IL 61701
ROBERT GARNER	706 W JEFFERSON	BLOOMINGTON IL 61701
TIMOTHY L KEYES	401 N ALLIN ST	BLOOMINGTON IL 61701
SALVATION ARMY	10 W ALGONQUIN RD	DES PLAINES IL 60016
MESHAWN CALHOUN	711 W Washington St	Bloomington IL 617013
F MARIE HILL	713 W WASHINGTON ST	BLOOMINGTON IL 61701
RAMNIK KHANT	1000 AUTUMN RIDGE CT	PRINCETON IL 6135627
GARY R LEACH	2621 DANBURY DR	BLOOMINGTON IL 61701
CAROLINA GARZA	521 W GROVE ST	BLOOMINGTON IL 61701
YBMC INC	360 WYLIE DR	NORMAL IL 617615500

EGERTON M DOVER	607 WEST JEFFERSON STREET	BLOOMINGTON IL 61701
SINDA A SAKENSBURG	818 W JEFFERSON ST	BLOOMINGTON IL 61701
BRAD & MARTHA BUTZIRUS	14225 N 900 EAST RD	BLOOMINGTON IL 61701
MCCA	1301 W WASHINGTON ST	BLOOMINGTON IL 61701
ROBERT G & SHERYL L CHAMBERS	1102 1/2 W MACARTHUR AVE	BLOOMINGTON IL 61701
ROBERT A WALLACE	810 W JEFFERSON	BLOOMINGTON IL 61701
NORA ALMANZA	814 W Jefferson St	Bloomington IL 617013
MARK & JENNIFER BOOLMAN	204 S ALLIN ST	BLOOMINGTON IL 61701
ROBERT & AMIE CRAWFORD	911 1/2 N MASON ST	BLOOMINGTON IL 61701
CAROLYN J STEELE	717 W MONROE ST	BLOOMINGTON IL 61701
ROBERT SWALLOW	505 W Mill St	Bloomington IL 617015
STEVE WIGGINS	804 W MONROE ST	BLOOMINGTON IL 61701
ROSE & MANUEL REED BUCHANON	2512 OLD PEORIA CT	BLOOMINGTON IL 61701
RONALD E CARWILE	714 W WASHINGTON ST	BLOOMINGTON IL 61701
HABITAT FOR HUMANITY OF MCLEAN CO	103 W JEFFERSON ST	BLOOMINGTON IL 61701
MKMK FILLING STATION LLC	2344 MORNING DEW DR	LITTLE ELM TX 7506876
DENNIS & ALICE GRIFFIN	705 W FRONT ST	BLOOMINGTON IL 61701
NICHOLAS & JAMIE WATSON	707 W FRONT ST	BLOOMINGTON IL 61701
CITY OF BLOOMINGTON	LEGAL DEPT 109 E OLIVE ST	BLOOMINGTON IL 61701
BERNARD DOTSON	3108 CUMBRIA DRIVE	BLOOMINGTON IL 61701
JESUS HOUSE	724 W WASHINGTON ST	BLOOMINGTON IL 61701
REVE L JACKSON JR	718 W JEFFERSON ST	BLOOMINGTON IL 61701
JOHN ARMSTRONG	12 KLEGGSTONE CIR	BLOOMINGTON IL 61701
VICKIE L SMITH	712 W JEFFERSON ST	BLOOMINGTON IL 61701
SYBIL R NASH	806 W JEFFERSON ST	BLOOMINGTON IL 61701
JOSE & GUADALUPE NIETO	808 W JEFFERSON ST	BLOOMINGTON IL 61701
ELIZABETH AYERS	304 N ALLIN ST	BLOOMINGTON IL 61701
JOHN C WIEDA JR	202 E JACKSON	TOWANDA IL 61776
BRAD & MARTHA BUTZIRUS	14225 N 900 EAST RD	BLOOMINGTON IL 61701
BRAD & MARTHA BUTZIRUS	14225 N 900 EAST RD	BLOOMINGTON IL 61701
JACOB & BECKY GODBEY	813 W WASHINGTON	BLOOMINGTON IL 61701
VALLERY J KNIGHT	813 1/2 W WASHINGTON	BLOOMINGTON IL 61701
RAMNIK & RANJAN KHANT	1000 AUTUMN RIDGE CT	PRINCETON IL 61356
BARBARA L JOHNSON	814 W WASHINGTON ST	BLOOMINGTON IL 61701
HOUSING AUTHORITY OF THE CITY OF BLOOM	104 E WOOD	BLOOMINGTON IL 61701
% HAMILTON E TRUJILLO TVEO CORP	1901 MARTIN LUTHER KING DRIVE	BLOOMINGTON IL 61701
LARAMIE INVESTMENTS	1716 R T DUNN DR STE 4	BLOOMINGTON IL 61701
JODI INVESTMENTS	1716 R T DUNN DR STE 4	BLOOMINGTON IL 61701
MARTIN PALAFOX	204 N ALLIN ST	BLOOMINGTON IL 61701
JASON & TONIA STULL WINKLEMANN	805 W WASHINGTON	BLOOMINGTON IL 61701
VALERIE L DUMSER	809 W WASHINGTON ST	BLOOMINGTON IL 61701
LUE WALTERS	1903 N TOWANDA	NORMAL IL 61761
CEVAT KARASEN	305 W CHESTNUT ST	BLOOMINGTON IL 61701
HARLAN D BABBITT	305 SOUTHGATE DR	BLOOMINGTON IL 61701
JOAN H SCHAPMIRE	1117 S LIVINGSTON ST	BLOOMINGTON IL 61701
JOHN & TERESA BLAKENEY	8585 E 1950 NORTH RD	BLOOMINGTON IL 61701
BLOOMNORM LLC	666 DUNDEE RD STE 1102	NORTHBROOK IL 60062

CYNTHIA M SHEPARD	PO BOX 3333	BLOOMINGTON IL 61701
ROBERT W WOODWARD	716 W WASHINGTON ST	BLOOMINGTON IL 61701
CHAD & MICAH JESSEN	P O BOX 3561	BLOOMINGTON IL 61701
JEFFERY P & MICHELLE R RICH	779 E 100 NORTH RD	ATLANTA IL 617238606
BRAD & MARTHA BUTZIRUS	14225 N 900 EAST RD	BLOOMINGTON IL 61701
PAT WYLIE TRUSTEE	PO BOX 6148	BLOOMINGTON IL 61701
PAT WYLIE TRUSTEE	PO BOX 6148	BLOOMINGTON IL 61701
BRANDON JAMISON	812 W JEFFERSON	BLOOMINGTON IL 61701
CATHLEEN A OLSEN	902 W Monroe St	Bloomington IL 617013
TANIA D & SHEDRICK J JACKSON	73 GENESIS LN	CAMDEN SC 29020710
BRAD BUTZIRUS	14225 N 900 EAST RD	BLOOMINGTON IL 61701
TOSHA BELL	66 PLEASANTVIEW CT	ZION CROSSROADS VA
DELTA RALPH	717 W FRONT ST	BLOOMINGTON IL 61701
VICKI L COOLEY	711 W Front St	Bloomington IL 617014
ANNETTA O MILLER TRUSTEE	32 COUNTRY CLUB PL	BLOOMINGTON IL 61701
ANNETTA O MILLER TRUSTEE	32 COUNTRY CLUB PL	BLOOMINGTON IL 61701
CLIFFORD JENNINGS	706 W WASHINGTON ST	BLOOMINGTON IL 61701
MKMC FILLING STATION LLC	2344 MORNING DEW DR	LITTLE ELM TX 7506876
SHEPARD CYNTHIA	PO BOX 3333	BLOOMINGTON IL 61701
MKMC FILLING STATION LLC	2344 MORNING DEW DR	LITTLE ELM TX 7506876
Maria Haro	1505 Bunn St	Bloomington IL 617016
CYNTHIA M SHEPARD	PO BOX 3333	BLOOMINGTON IL 61701
RITO ORTIZ	803 W WASHINGTON ST	BLOOMINGTON IL 61701
RUTH A COBB	719 W WASHINGTON, APT A	BLOOMINGTON IL 61701
MID CENTRAL COMMUNITY ACTION INC	1301 W WASHINGTON ST	BLOOMINGTON IL 61701
JOANNE LITTELL	808 BRYAN ST	NORMAL IL 617612873
KAREN HARSHA	817 W JEFFERSON ST	BLOOMINGTON IL 61701
LINDA J & JAMES R WHEELOCK	503 E Taylor St	Bloomington IL 617015
WILLIAM MOORE	100 SANDRA LN	NORMAL IL 617612730
PAULA A CHESTNEY	715 W WASHINGTON ST	BLOOMINGTON IL 61701
JUDY SEDEKUM	717 W WASHINGTON ST	BLOOMINGTON IL 61701
BRAD & MARTHA BUTZIRUS	14225 N 900 EAST RD	BLOOMINGTON IL 61701
Richard P & Cathy A Griffin Brown	718 W Washington St	Bloomington IL 617013
SAMUEL CROSSLEY	812 W MONROE	BLOOMINGTON IL 61701
LUE A WALTERS	1903 N TOWANDA AVE	NORMAL IL 617615212
KENNETH W WOODS	201 WILLIAM DR	NORMAL IL 617611850
RYAN D CHRISTENSEN SOLE MEM ILLINI HOME	PO BOX 6031	CHAMPAIGN IL 618266
DAVID RAY BURCHAM	100 S EAST ST	LE ROY IL 617521731
JOSE S PACHECO	305 S EUCLID AVE	BLOOMINGTON IL 61701
VERNAL D KESSINGER	808 W MONROE ST	BLOOMINGTON IL 61701
MWAA INC	600 N MAIN ST	ELLSWORTH IL 61737
NATIONAL FINANCIAL PLANNIN INC	414 HAMILTON BLVD STE 302	PEORIA IL 616021233
TERRY N BAGGETT	315 ATHERTON ST	LIVERMORE KY 423522
MICHAEL PETSAS	800 S CREVE COEUR AVE	CREVE COEUR IL 61610
NATIONAL FINANCIAL PLANNING INC	414 HAMILTON BLVD STE 302	PEORIA IL 616021233
ANDREW SEGNERI	2914 ESSINGTON	BLOOMINGTON IL 61701
ILLINI HOME BUYERS OF BLOOMINGTON LLC	PO BOX 6031	CHAMPAIGN IL 618266

JOHN GARLAND	813 W GROVE ST	BLOOMINGTON IL 6171
TERESA ORRICK	914 W FRONT ST	BLOOMINGTON IL 6171
RACHEL E CODY	811 W GROVE	BLOOMINGTON IL 6171
JOE & CRYSTAL JARVIS	115 N BONE DR	NORMAL IL 617612307
JACK O EDWARDS	9564 WALNUT WAY	BLOOMINGTON IL 6171
BRAD L BUTZIRUS	14225 N 900 EAST RD	BLOOMINGTON IL 6171
FAREDUN MEHROJKULOV	PO BOX 5718	BLOOMINGTON IL 6171
MERDITH BROOKS	605 W GROVE ST	BLOOMINGTON IL 6171
ERIC T GULYASH	508 N MASON ST # C	BLOOMINGTON IL 6171
RICKEY W HEFNER	21942 N 2925 EAST RD	LEXINGTON IL 6175394
MWAA INC	600 N MAIN ST	ELLSWORTH IL 61737
BRUCE W JR & CYNTHIA THORNTON	918 W FRONT ST	BLOOMINGTON IL 6171
JEFFREY S READY II	916 W FRONT	BLOOMINGTON IL 6171
TONY & DEBORAH ADEKOYA	3 HANEY CT	BLOOMINGTON IL 6171
BONNIE JO OSTLING	201 W OLIVE ST	BLOOMINGTON IL 6171
HABITAT FOR HUMANITY	103 W JEFFERSON ST	BLOOMINGTON IL 6171
EVELIO G ALVAREZ	715 W JEFFERSON	BLOOMINGTON IL 6171
ROBERT W WHEELER	713 W JEFFERSON STREET	BLOOMINGTON IL 6171
RAYMOND & NICOLE VAN ETTEN	711 W JEFFERSON	BLOOMINGTON IL 6171
MCCA	1301 W WASHINGTON ST	BLOOMINGTON IL 6171
XINGNA CHEN	3435 S CLAREMONT	CHICAGO IL 60608
CARL E MITCHELL	705 W JEFFERSON ST	BLOOMINGTON IL 6171
ALLSEASONS PROPERTIES LLC	1310 E EMPIRE ST	BLOOMINGTON IL 6171
WILLIAM P LABOUNTY	101 W POPLAR ST	NORMAL IL 617611636
WILLIAM P LABOUNTY	101 W POPLAR ST	NORMAL IL 617611636
YOUTHBUILD INC	360 WYLIE DR # 305	NORMAL IL 617615500
RICHARD & TERESA DEPAEPE	710 W MONROE ST	BLOOMINGTON IL 6171
CHUCK & JENNIFER FRANKS BOYER	714 W MONROE ST	BLOOMINGTON IL 6171
BRENNA WHITWOOD	712 W MONROE ST	BLOOMINGTON IL 6171
JAMES D PETTIGREW	8 PICKWICK LN	MACKINAW IL 6175596
ALTHEA BELLAMY	718 W MONROE	BLOOMINGTON IL 6171
CITY OF BLOOMINGTON	109 E OLIVE ST	BLOOMINGTON IL 6171



## CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of adopting an ordinance rezoning 421 and 425 Olympia Drive from M-1, Restricted Manufacturing District, to B-1, Highway Business District.

**RECOMMENDATION/MOTION:** That an ordinance rezoning 421 and 425 Olympia Drive from M-1, Restricted Manufacturing District, to B-1, Highway Business District, be adopted, and that the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** Great Place-Livable, Sustainable City

**STRATEGIC PLAN SIGNIFICANCE:** d. appropriate leisure and recreational opportunities to respond to the needs of residents. E. More attractive city: commercial areas and neighborhoods.

**BACKGROUND:** The subject properties, 421 and 425 Olympia Drive, are located southeast of the Central Illinois Regional Airport and west of Towanda Barnes Road in the Towanda Barnes Business Park Subdivision. The properties are under common ownership and are 3.04 and 2.85 acres, respectively. 421 and 425 Olympia Drive are located at the southwest corner of the subdivision. The site takes access from Olympia Drive, which connects to East Oakland Avenue and Wicker Road. 425 Olympia Drive is a triangular shaped lot located on the corner. It abuts a detention area. The majority of this subdivision is zoned B-1, with the exception of the southwest corner consisting of the subject properties and a parcel north of 421 Olympia Drive that is used for mini-warehouse storage units. The subject properties are contiguous to the B-1 Highway Business District and surrounding uses include indoor/outdoor tennis courts, dog kennels/grooming business, retail/warehouse buildings, and a movie theatre.

The petitioner is requesting to rezone the sites from M-1, Restricted Manufacturing District, to B-1, Highway Business District, to allow for the site to be developed as a place of worship.

The intent of the B-1 district is to provide for (1) retail, service and amusement establishments that primarily serve the needs of highway-oriented traffic; and (2) retail, service and amusement uses that are not suitable in other business districts and can benefit from highway and cross-route traffic significantly. The district allows for a variety of uses including places of worship and religious education facilities. Towanda Barnes Road carries 12,400 vehicles daily and is considered a major road. The subdivision takes access from Towanda Barnes Road. East Oakland Avenue receives approximately 2,050 trips daily. Staff feels both roads should have the capacity to accommodate additional traffic generated by the proposed religious facility.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** A public hearing was held by the Planning Commission on July 12, 2017. Notice of the hearing was published in the *Pantagraph* on June 27, 2017. In accordance with the Zoning Ordinance (Ordinance No. 2006-

137), a large sign notifying of the public hearing was placed on the property and courtesy notices were sent to 16 property owners within 500 ft. of the subject property. No citizens, outside of the petitioner, spoke in favor of the petition. No one spoke in opposition to the petition. The Planning Commission recommended approval by unanimous vote, 7-0. This vote is consistent with staff's recommendation.

**FINANCIAL IMPACT:** The B-1 Highway Business Zoning District, allows for many retail and service uses not currently permitted under the M-1 Zoning District, which could result in future sales tax revenues for the city. Additionally, because the subject properties are currently vacant, development and improvements could increase property tax values.

**COMMUNITY DEVELOPMENT IMPACT: Link to Comprehensive Plan:** The subject properties are recognized in the Comprehensive Plan as Tier 1 Development Priorities and contemplated as Regional Commercial uses. Fostering social interaction is highlighted throughout the City of Bloomington Comprehensive Plan. Places of worship are critical for building social capital within a community.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** NA

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Community Development Director

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

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance rezoning 421 and 425 Olympia Dr. from M-1 to B-1
- Petition
- List of Permitted Uses in B-1
- Zoning Map
- Aerial View
- PC Staff report from 7.12.17

- PC Minutes from 7.12.17
- Neighborhood notice, newspaper notice, list of notified property owners

**ORDINANCE NO. 2017 - \_\_\_\_\_**

**AN ORDINANCE REZONING THE PROPERTIES LOCATED AT 421 AND 425 OLYMPIA DRIVE FROM M-1, RESTRICTED MANUFACTURING DISTRICT TO B-1, HIGHWAY BUSINESS DISTRICT**

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

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

WHEREAS, the Bloomington Planning Commission concluded the current zoning to be inappropriate and incompatible with the vision of the comprehensive plan and recommended City Council pass this ordinance to amend the zoning classification to B-1, Highway Business District; and

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

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

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

PASSED this \_\_\_\_ day of August, 2017.

APPROVED this \_\_\_\_ day of August, 2017.

CITY OF BLOOMINGTON

ATTEST

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

EXHIBIT "A"

(Legal Description)

**421 Olympia Drive**

TOWANDA BARNES BUSINESS PARK 19<sup>TH</sup> ADDTION LT 38  
PIN: 22-07-200-061

**425 Olympia Drive**

TOWANDA BARNES BUSINESS PARK 19<sup>TH</sup> ADDTION LT 39  
PIN: 22-07-200-062

PETITION FOR ZONING MAP AMENDMENT

State of Illinois )  
 ) ss.  
County of McLean )

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

Now comes Islamic Center of McLean County, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of M1 under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the B1 zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.



**Information for Parcel 22-07-200-061, Tax Year 2016**

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**Property Information**

**Tax Year**  
2016

**Township**  
CITY OF BLOOMINGTON

**Property Class**  
0062-10-30 Sub-divider Com Vac

**Tax Status**  
Taxable

**Net Taxable Value**  
61,000

**Total Tax**  
\$5,050.24

**Tax Code**  
4008

**Neighborhood**

**Land Use**

**Lot Size**

**Tax Rate**  
8.279060

**Site Address**  
421 OLYMPIA DR  
BLOOMINGTON, IL 61704

**Mailing Name and Address**  
ISLAMIC CENTER OF MCLEAN COUNTY  
2911 GILL ST  
BLOOMINGTON, IL

**Owner Name and Address**  
ISLAMIC CENTER OF MCLEAN COUNTY  
2911 GILL ST  
BLOOMINGTON, IL

**Legal Description**  
TOWANDA BARNES BUSINESS PARK 19TH ADD LT 38

**Payments**

Installment	Date Due	Tax Billed*	Penalty Billed	Cost Billed	Drainage Billed	Total Billed	Amount Paid	Total Unpaid
First	06/01/2017	\$2,525.12	\$0.00	\$0.00	\$0.00	\$2,525.12	\$2,525.12	\$0.00
Second	09/01/2017	\$2,525.12	\$0.00	\$0.00	\$0.00	\$2,525.12	\$2,525.12	\$0.00
<b>Total</b>		<b>\$5,050.24</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$5,050.24</b>	<b>\$5,050.24</b>	<b>\$0.00</b>

\* Please use \$5,050.24 for income tax purposes.

**Payment Detail**

Installment	Receipt Number	Date Paid	Paid By	Amount
First	2016006874	05/11/2017	ISLAMIC CENTER OF MCLEAN COUNTY	\$2,525.12
Second	2016006874	05/11/2017	ISLAMIC CENTER OF MCLEAN COUNTY	\$2,525.12
<b>Total</b>				<b>\$5,050.24</b>

PETITION FOR ZONING MAP AMENDMENT

State of Illinois )
) ss.
County of McLean )

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

Now comes Islamic Center of McLean County, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

- 1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A, which is attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of M1 under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the B1 zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.



**Information for Parcel 22-07-200-062, Tax Year 2016**

Generated 06/06/17 at 21:42:32

**Property Information**

<b>Tax Year</b> 2016	<b>Tax Code</b> 4008
<b>Township</b> CITY OF BLOOMINGTON	<b>Neighborhood</b>
<b>Property Class</b> 0062-10-30 Sub-divider Com Vac	<b>Land Use</b>
<b>Tax Status</b> Taxable	<b>Lot Size</b>
<b>Net Taxable Value</b> 45,000	<b>Tax Rate</b> 8.279060
<b>Total Tax</b> \$3,725.58	<b>Site Address</b> 425 OLYMPIA DR BLOOMINGTON, IL 61704
<b>Owner Name and Address</b> ISLAMIC CENTER OF MCLEAN COUNTY 1 TATIANA CT BLOOMINGTON, IL	<b>Mailing Name and Address</b> ISLAMIC CENTER OF MCLEAN COUNTY 1 TATIANA CT BLOOMINGTON, IL
<b>Legal Description</b> TOWANDA BARNES BUSINESS PARK 19TH ADD LT 39	

**Payments**

<b>Installment</b>	<b>Date Due</b>	<b>Tax Billed*</b>	<b>Penalty Billed</b>	<b>Cost Billed</b>	<b>Drainage Billed</b>	<b>Total Billed</b>	<b>Amount Paid</b>	<b>Total Unpaid</b>
<b>First</b>	06/01/2017	\$1,862.79	\$0.00	\$0.00	\$0.00	\$1,862.79	\$1,862.79	\$0.00
<b>Second</b>	09/01/2017	\$1,862.79	\$0.00	\$0.00	\$0.00	\$1,862.79	\$1,862.79	\$0.00
<b>Total</b>		<b>\$3,725.58</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,725.58</b>	<b>\$3,725.58</b>	<b>\$0.00</b>

\* Please use \$3,725.58 for income tax purposes.

**Payment Detail**

<b>Installment</b>	<b>Receipt Number</b>	<b>Date Paid</b>	<b>Paid By</b>	<b>Amount</b>
<b>First</b>	2016006875	05/11/2017	ISLAMIC CENTER OF MCLEAN COUNTY	\$1,862.79
<b>Second</b>	2016006875	05/11/2017	ISLAMIC CENTER OF MCLEAN COUNTY	\$1,862.79
<b>Total</b>				<b>\$3,725.58</b>

## Section 44.6-30

### Permitted Uses in the B-1 District

Accounting, Auditing, Bookkeeping  
Advertising Services  
Agency Supervised Homes  
Agency-Operated Family Homes  
Agency-Operated Group Homes  
Agriculture  
Ambulatory Surgical Treatment Center  
Amphitheaters  
Amusement Parks  
Animal Detention Facilities, with no outdoor exercise areas  
Animal Hospitals  
Antique Stores  
Apparel Shops  
Appliance Stores  
Aquariums  
Arenas, Field Houses, Stadiums  
Art Galleries, Museums  
Art Supplies, Craft Stores  
Artisanal/Craft Production and Retail  
Athletic Clubs, YMCA, YWCA  
Auction Houses  
Auditoriums, Concert Halls  
Automobile and Accessories Sales  
Automobile Engine Electrical System Diagnostic Services  
Automobile Rental Service  
Automobile Repair Shops  
Automobile Service Stations  
Awning, Tent, Canvas Products Sales  
Bakery Products Sales  
Ballrooms, Dance Halls  
Banking Services  
Barber Shops, Beauty Shops  
Bars, Taverns, Nightclubs  
Bed & Breakfast Establishments  
Billiard Centers, Pool Halls  
Birthing Center  
Blueprinting and Photocopying  
Boarding Schools  
Boat Sales, Service, Rental  
Book, Stationery Stores, Newsstands  
Bowling Establishments  
Building Construction Services  
Bus Passenger Terminals  
Bus Sales Service  
Business Management Consulting  
Business Schools  
Cabinet making, woodworking, furniture repair  
Cameras, Photographic Supplies  
Camping, Recreational Equipment Sales  
Candle Shops  
Candy Confectionery Sales  
Car Wash  
Carpentry Services  
Catering Services  
Cemeteries  
Childrens Homes, Orphanages  
China, Glassware, Metalware Stores  
Churches, Synagogues, Temples  
Cigar, Tobacco Products Sales  
Clinics  
Collection Services  
College-University Classrooms  
Commercial Printing Services  
Commodity Contract Brokers  
Community Centers  
Computer Services  
Convalescent Homes, Rest Homes  
Convenience Establishments  
Country Clubs, Golf Clubs  
Credit Services  
Cultural Activities  
Currency Exchanges  
Dairy Products  
Dance Studios, Music Studios  
Day Care Centers  
Delicatessens  
Dental Services  
Department Stores  
Detective and Protective Services  
Diagnostic Imaging Center  
Diagnostic Laboratory Treatment Facility  
Diaper Services  
Domestic Violence Shelter  
Donut Shops, Ice Cream Shops  
Draperies, Curtains, Uphostery  
Dressmaking, Tailor Shops  
Drive-in Refreshment Stands  
Drug Stores

Dry Cleaning Services  
Dry Goods, Piece Goods Stores  
Duplicating, Mailing Services  
Dwellings, Two-Family  
Educational and Research Services  
Electrical Repair Service  
Electrical Services  
Electrical Supply Sales  
Electricity Regulating Substations  
Electronics Assembly Plants  
Employment Services  
Engineering, Architectural Services  
Equipment Rental , Leasing Services  
Exhibition/Exposition Halls  
Extended Stay Motel  
Exterminating-Pest Control Services  
Farm Machinery Sales and Service  
Farm Supply Stores  
Financial Services  
Fish Hatcheries, Poultry Hatcheries  
Fishing Camps  
Flammable Liquid Pipelines  
Floor Covering Stores  
Florist Shops  
Food Pantry  
Forestry  
Fuel Oil Service  
Funeral Parlor, Mortuary  
Furniture Stores  
Garden Supply Stores  
Gas Regulatory Stations  
General Merchandise Stores  
Gift Shops  
Golf Courses - Not Miniature Golf  
Golf Driving Ranges  
Government Services  
Greeting Card Shops  
Grocery Stores, Supermarkets  
Gun Shops  
Gymnasiums, Recreation Centers  
Hardware Stores  
Health Clubs  
Health Spas, Reducing Salons  
Heating Plumbing Equipment Sales  
Hobby Shops, Toy Stores  
Home for the Aged  
Home Improvement Center  
Home Maintenance Services

Horticultural Services  
Hospitals, Except Animal Hospitals  
Hotels, Motels, Motor Hotels  
Ice Rinks  
Institution for Child Care  
Institution for the Handicapped  
Insurance Services  
Irrigation Channels  
Jewelry Stores, Watch Repair  
Kennels, with no outdoor exercise areas  
Knit Goods Shops  
Laboratory, Psychological  
Laundering Services  
Leather Goods Shops  
Legal Services  
Legitimate Theaters  
Libraries  
Linen Supply Services  
Linen Supply Stores  
Linen Supply Stores  
Liquor Stores  
Lodging Houses  
Lumber Yards, Building Materials  
Mail Order Houses  
Marine Craft and Accessory Sales  
Massage Therapy Studio  
Medical Marijuana Dispensing Organization  
Medical, Health Services  
Mental Health Facilities  
Merchandise Vending Machine Sales  
Miniature Golf Courses  
Miscellaneous Services N.E.C.  
Monument Sales  
Motels, Hotels, Motor Hotels  
Motion Picture Studios  
Motion Picture Theaters  
Motor Vehicle Sales, Service N.E.C.  
Motor Vehicle Storage  
Motorcycle Sales and Service  
Music Stores, Record Shops  
News Syndicate Services  
Nursery Schools  
Nursing Homes  
Offices  
Optical Goods, Hearing Aids Sales  
Other Clubs Not Classified  
Other Specialty Shops, N.E.C.  
Outdoor Advertising Services

Packing and Crating Services  
Paint, Glass, Wallpaper Stores  
Painting, Decorating Services  
Parking Lot, Commercial  
Parking Lot, Noncommercial  
Parks, Playgrounds, Arboreta  
Penny Arcade  
Pet Shops  
Pharmacy  
Photofinishing Services  
Photographic Services  
Planetariums  
Plumbing, Heating Services  
Police Stations, Fire Stations  
Postal Services  
Post-Surgical Recovery Care Center  
Pottery, Ceramic Products Sales  
Pre-Schools  
Printing, Publishing, Allied Uses  
Professional Clubs, Business Clubs  
Professional Supply Repair Services  
Radio Broadcasting Studios  
Radio, Television Repair Services  
Radio, Television Stations-Towers  
Radio, Television Stores  
Rail Passenger Terminals  
Real Estate Services  
Record Shops, Music Stores  
Rehabilitation Schools  
Religious Education Facility  
Research and Testing Services  
Restaurants, Cafeterias  
Riding Stables, Riding Schools  
Roadside Markets  
Roller Skating Rinks  
Rooming Houses  
Rooming Houses  
Savings and Loan Associations  
Security and Commodity Services  
Service Clubs, Civic Clubs  
Sewage Lift Stations  
Sheltered Care Homes  
Shoe Repair Services  
Shoe Stores  
Sign Painting Services  
Ski Mobile Sales, Service  
Social Clubs, Lodges  
Specialty Food Shops

Specialty Schools  
Sporting Goods, Bicycle Sales  
Stenographic Services  
Swimming Clubs  
Swimming Pools  
Taxi Terminals  
Telegraph Message Centers  
Telephone Exchange Stations  
Telephone Exchange Substations  
Telephone Relay Towers  
Television Broadcasting Studios  
Tile Abstracting Services  
Tires, Batteries, Accessories Sales  
Trade Supply Sales-Service  
Trading Stamp Services  
Transfer Services  
Travel Arranging Services  
Treatment Centers for Drug Abuse  
Tree Sales, Nurseries, Greenhouses  
Truck Rental Service  
Truck Sales and Service  
Truck Stops, Truck Plazas  
Truck Wash  
Utility Conduits, Lines, Pipelines  
Variety Stores  
Veterinarian Services  
Video Sales and Rental Stores  
Vocational Schools  
Water Pressure Control Stations  
Water Purification Plants  
Water Storage Reservoirs  
Welding Services  
Well Drilling Services  
Window Cleaning Services  
Zoos  
Airports and Landing Fields (S)  
Amusement Centers (S)  
Animal Detention Facilities, with outdoor exercise areas (S)  
Crematories (S)  
Drive-in Motion Picture Theaters (S)  
Dwellings, Single-Family (S)  
Fairgrounds, Agricultural Exhibits (S)  
Go-Cart Tracks (S)  
Group Homes for Parolees (S)  
Group Homes for Parolees (S)  
Group or Organized Camps, Resorts (S)  
Heliports, Heliport Terminals (S)

Kennels, with outdoor exercise areas (S)  
Manufactured Home Sales (S)  
Mini Warehouses (S)  
Mobile Home Sales (S)  
Race Tracks, Grandstands (S)  
Recreation Vehicle Camps (S)  
Refuse Disposal Services (S)  
Sewage Treatment Plants (S)  
Shooting Galleries, Rifle Ranges (S)  
Tourist Camps (S)  
Travel Trailer Camps (S)  
Wholesale Sales Establishments (1)  
Towing Services (2)

Adult Cabaret (5)  
Adult Hotels/Motels (5)  
Adult Lingerie Modeling Studios (5)  
Adult Media Stores (5)  
Adult Modeling Studios (5)  
Adult Motion Picture Theaters (5)  
Sex Shops (5)  
Sexually Oriented Entertainment Business (5)  
Dwellings, Multiple Family (9)  
Townhouses (9)  
Telecommunication Antenna Facilities (10)  
Media Shops (12)  
Mobile Food and Beverage Vendor (13)

(S) = allowed with a special use

(1) = allowed only as accessory use occupying not more than 40% floor area of any story

(2) = allowed only as accessory use occupying not more than 25% floor area of any story

(5) = allowed provided that no lot line of the lot to be occupied by such use shall be located closer than 1,000 feet to the lot line of a residential, recreational, public assembly (or the like) use

(9) = allowed as a special use if the lot was rezoned B-1 after August 26, 1996

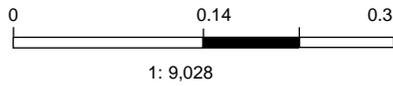
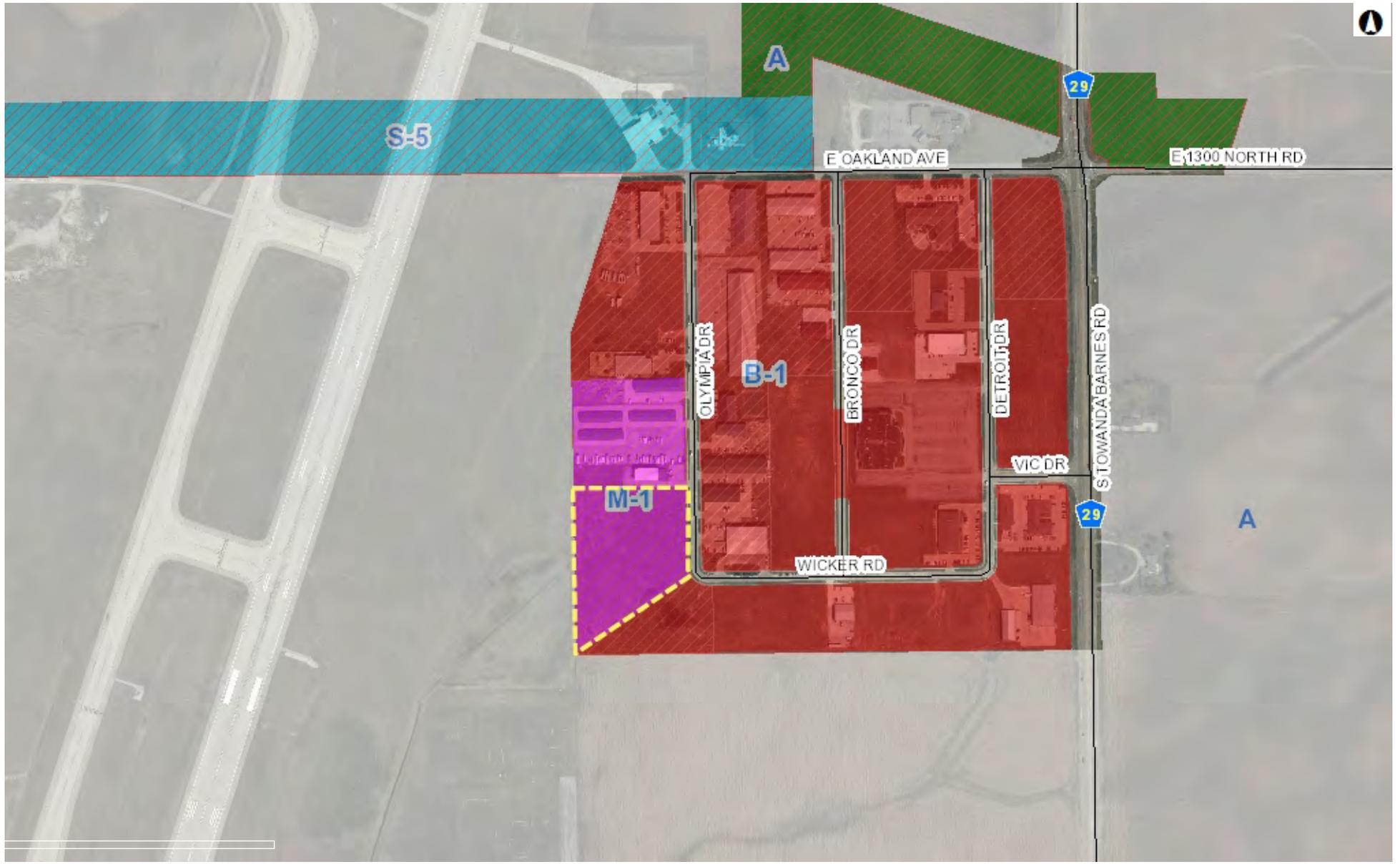
(12) = allowed as permitted use but subject to conditions that adult media kept in a separate room

1) that is not open to anyone under age (18) and; 2) physically and visually separated from the rest of the shop by an opaque wall and; be located so that the entrance is as far as reasonably possible from media of a particular interest to children; and 4) have access controlled by warning signs to provide assurance that persons under age 18 will not accidentally enter and; 5) provide signs stipulating that persons under age 18 are not permitted in such a room.

(13) = permitted but subject to the requirements of Section 44.4-4 G.



# Zoning Map for 421 Olympia Drive and 425 Olympia Drive



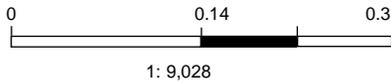
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Notes



Aerial View of 421 Olympia Drive and 425 Olympia Drive



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Notes

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**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
July 12, 2017**

CASE NUMBER:	SUBJECT:	TYPE:	SUBMITTED BY:
Z-19-17	421 Olympia Drive 425 Olympia Drive	Rezone	Katie Simpson, City Planner
<b>PETITIONER'S REQUEST:</b>	Rezone the above referenced properties from M-1 to B-1 Highway Business District		
<i>Staff finds that the petitions <b>meet the</b> Zoning Ordinance's map amendment guidelines for the B-1, Highway Business District (44.6-20).</i>			

**STAFF RECOMMENDATION: Approval**

Staff recommends the Planning Commission pass the following motions recommending:

A. That City Council **approve** the rezoning of 421 and 425 Olympia Drive from M-1, Restricted Manufacturing District to B-1, Highway Business District, case Z-19-17.

421 and 425 Olympia Drive (Z-19-17)



**NOTICE**

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on June 27, 2017.

**GENERAL INFORMATION**

Owner and Applicant: Islamic Center of Mclean County



**PROPERTY INFORMATION**

**421 Olympia Drive**  
TOWANDA BARNES BUSINESS PARK  
19<sup>th</sup> ADDITION, LOT 38  
PIN: 22-07-200-061

Existing Zoning: M-1, Restricted Manufacturing District  
Existing Land Use: Vacant  
Property size: 3.04 acres

**425 Olympia Drive**  
TOWANDA BARNES BUSINESS PARK 19<sup>th</sup> ADDITION, LOT 39  
PIN: 22-07-200-062

Existing Zoning: M-1, Restricted Manufacturing District  
Existing Land Use: Vacant  
Property size: 2.85 acres

**Surrounding Zoning and Land Uses**

Zoning

North: M-1, Restricted Manufacturing  
South: B-1, Highway Business District  
South: A, Agriculture (unincorporated)  
East: B-1, Highway Business District  
West: A, Agriculture (unincorporated)

Land Uses

North: Mini-Warehouse/RV Storage  
South: Tennis Facility  
South: Vacant land  
East: Building Material Retail/Storage  
West: Vacant land

**Analysis**

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map
4. Site visit

**PROJECT DESCRIPTION**

*Background:* The subject properties are located south east of the airport and west of Towanda Barnes Road. 421 and 425 Olympia Drive, 3.04 and 2.85 acres respectively, are vacant and owned by the Islamic Center of McLean County. The petitioner is requesting to rezone this

A, Z-19-17 Rezone 421 & 425 Olympia Dr to B-1, Highway Business District

property from M-1, Restricted Manufacturing to B-1, Highway Business District to facilitate the establishment of a place of worship. “Churches, Synagogues, and Temples” as well as “Religious Education Facilities” are not permitted in the manufacturing districts but are allowed in the business districts. The property is contiguous to other Highway Business District zoned properties and uses. The subdivision is developed with a movie theater, indoor recreation facility, indoor/outdoor tennis court, dog kennel/grooming business, offices, retail/warehouse buildings and mini-storage facility. The majority of the properties in this area are zoned B-1, Highway Business District. A few lots are currently zoned M-1.

The site takes access from Olympia Drive which connects to E. Oakland Ave and Wicker Rd. Access into the subdivision is gained primarily from Towanda Barnes Rd. 421 Olympia Dr. is a rectangular shaped lot. 425 Olympia Dr. is triangular shape. A 45 ft utility and drainage easement separates 421 and 425 Olympia Drive and will need to be incorporated into the design of their facility. Additionally a 25 ft drainage and utility easement exists on the rear lot lines of both properties.

*Project Description:*

The intent of the B-1 district is to provide for (1) retail, service and amusement establishments that primarily serve the needs of highway-oriented traffic; and (2) retail, service and amusement uses that are not suitable in other business districts and can benefit from highway and cross-route traffic significantly. The district allows for a variety of uses including places of worship and religious education facilities. The petitioner is requesting to rezone the property to establish a place of worship. The site is contiguous to the B-1 zoning district and uses. The proposed use is compatible with the surrounding assembly uses and the uses contemplated in this district.

*Link to Comprehensive Plan:*

Figure 11-2 of the Comprehensive Plan, Future Land Use Map, identifies this area as “Regional Commercial.” The B-1 Zoning District aligns with this designation.

**FINDINGS OF FACT**

The Zoning Ordinance provides “*Zoning Map Amendment Guidelines*” and states, “*In making its legislative determination to zone or rezone property to a B-1 Highway Business District zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*

1. *The relationship of the proposed development to the intended preliminary market for such goods and services, highway travelers; Towanda Barnes Rd is an arterial road that carries approximately 12,400 drivers daily. E. Oakland Street carries roughly 2,050 cars daily. The proposed use and the uses intended by the B-1 district align with the levels of traffic on Towanda Barnes Rd. Furthermore, E. Oakland and Olympia Drive should have capacity to carry additional traffic generated by the proposed religious facility. The standard is met.*
2. *The capacity of existing and proposed community facilities and utilities including water and sewer systems to serve the permitted uses which lawfully occur on the property so*

A, Z-19-17 Rezone 421 & 425 Olympia Dr to B-1, Highway Business District

*zoned*; The capacity of existing facilities is adequate, the petitioner will need to incorporate the existing easements into their design and the standard will be met.

3. *The potential impact the permitted uses authorized in the district would have upon any existing or permitted uses, especially residential uses, in the surrounding area*; the area is not surrounded by residential. Furthermore given the airport noise contours it is highly unlikely residential will be developed in this area. The proposed use and the other uses contemplated in the B-1 District are compatible with surrounding uses. The standard is met.
4. *The adequacy of public service, including police and fire protection, serving the property and the impact the permitted uses would have upon those services*; the services are adequate.
5. *The impact any natural disasters, including flooding, would have upon the permitted uses*; the developer will need to incorporate the drainage easement that runs between 425 and 421 Olympia Drive into their site development. Nonetheless, this area drains to a detention basin east of the property, the standard is met.
6. *The impact the permitted uses would have upon the environment including noise, air, and water pollution*; the proposed uses are compatible with the surrounding development. The standard is met.
7. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137)*. This area is identified in the Comprehensive Plan as a Regional Commercial use. The proposed use is compatible with this designation. The standard is met.

**STAFF RECOMMENDATION:**

Staff recommends the Planning Commission pass the following motions recommending:

- That City Council **approve** the rezoning of 421 and 425 Olympia Drive from M-1, Restricted Manufacturing District to B-1, Highway Business District, case Z-19-17.

Respectfully submitted,

Katie Simpson  
City Planner

Attachments:

- Draft Ordinance
- Petitions for Zoning Map Amendment
- List of Permitted Uses in the B-1 District
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List

**DRAFT MINUTES  
BLOOMINGTON PLANNING COMMISSION  
REGULAR MEETING  
WEDNESDAY, JULY 12, 2017 4:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. J. Balmer (arrived 4:01 PM), Mr. Kevin Suess, Ms. Megan Headean Mr. Ryan Scritchlow, Mr. John Protzman, Mr. David Stanczak, Chairman Justin Boyd

**MEMBERS ABSENT:** Ms. Nicole Chlebek, Mr. James Pearson, Mr. Eric Penn

**OTHERS PRESENT:** Mr. Tom Dabareiner, Director of Community Development; Mr. George Boyle, City Attorney

**CALL TO ORDER:** Chairman Boyd called the meeting to order at 4:00 PM

**ROLL CALL:** Mr. Dabareiner called the roll. With six members in attendance, a quorum was present (Mr. Balmer joined the group after roll call).

**PUBLIC COMMENT:** None

**MINUTES:** The Commission reviewed the June 28, 2017 minutes. Mr. Protzman moved to approve the minutes; Mr. Stanczak seconded the motion. Motion was passed unanimously by a voice vote.

**REGULAR AGENDA:**

**Z-19-17 Public hearing, review and action on petitions submitted by Eric Miner, on behalf of the Islamic Center of McLean County requesting the rezoning of 421 and 425 Olympia Drive (PINS: 22-07-200-061; 22-07-200-062) from M-1, Restricted Manufacturing District to B-1, Highway Business District.**

Chairman Boyd introduced the case. Ms. Simpson provided the staff report and recommendation. She showed an aerial view of the subject property and discussed the surrounding uses and zoning. She stated the proposed use is not allowed in the M-1 district but is less impactful than many of the uses allowed in the current M-1 district; adding that places of worship are not allowed in the M-1 but are allowed in the B-1 district. She conformed the comprehensive plan recommendation for the area is consistent with the B-1 zoning. Ms. Simpson concluded by highlighting the Findings of Fact for rezonings, determining the proposal meets these standards and recommended in favor.

There was a discussion about how places of worship may fit into the new zoning ordinance.

Eric Miner, representing the petitioner, was sworn in. Mr. Miner assured Commissioners that the design of the building would be compatible with surrounding buildings and indicated appreciation for staff's recommendation. Mr. Protzman asked about the remainder the of property; Mr. Miner noted future need for parking to support the property as a place to gather.

Mr. Scritchlow reminded the petitioner that the building height will need review by the airport.

Mr. Balmer motioned to approve the rezoning as presented; seconded by Mr. Sues. Motion was approved 7-0 with the following votes: Mr. J. Balmer—yes; Mr. Kevin Sues—yes; Ms. Megan Headean—yes; Mr. Ryan Scritchlow—yes; Mr. John Protzman—yes; Mr. David Stanczak—yes; Chairman Justin Boyd—yes.



June 16, 2017

**Subject: Proposed zoning change for properties located at the corner of Allin Street and W. Washington Street.**

Dear resident or property owner:

The **Planning Commission of the City of Bloomington, Illinois, will hold a public hearing on Wednesday, July 12, 2017 at 4:00 p.m.** in the **City Hall Council Chambers, 109 E. Olive St., Bloomington, Illinois**, to hear testimony on the petitions submitted by Eric Miner on behalf of the Islamic Center of McLean County requesting to rezone property located 421 and 425 Olympia Drive from M-1, Light Manufacturing District, to B-1, Highway Business District. The following petitions will be reviewed at the hearing:

Address	Legal Description	PIN	Current Zoning	Proposed Zoning
421 Olympia Dr.	TOWANDA BARNES BUSINESS PARK 19 <sup>TH</sup> ADDITION LOT 38	22-07-200-061	M-1	B-1
425 Olympia Dr.	TOWANDA BARNES BUSINESS PARK 19 <sup>TH</sup> ADDITION LOT 39	22-07-200-062	M-1	B-1

We are sending you this courtesy notice because you own property within 500 feet of the land described above (a map is attached for reference). In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The agenda and packet for the hearing will be available prior to the hearing on the City of Bloomington website at <http://www.cityblm.org/government/advanced-components/documents/-folder-487>

If you have additional questions or for further information, please contact the City of Bloomington Community Development Department at (309) 434-2226.

Respectfully,  
Katie Simpson  
City Planner



500 ft

Courtesy notices mailed to property owners within 500 ft of 421 and 425 Olympia Drive



1: 9,028

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Notes

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%HBT AG SERVICES TIMOTHY O IVES  
PO Box 67  
BLOOMINGTON IL 61702

BLOOMINGTON-NORMAL AIRPORT  
AUTHORITY  
3201 CIRA DR STE 200  
BLOOMINGTON IL 61704

YEOMANS DISTRIBUTING COMPANY  
2543 Silverado Cir  
LAFAYETTE IN 47909

SAI SAMSTHAN OF CENTRAL ILLINOIS  
407 BRONCO DR  
BLOOMINGTON IL 61704

CORE III LLC  
1716 R T DUNN DR STE 4  
BLOOMINGTON IL 61701

WILLIAM BOLINE  
6 PEPPER WOOD CT  
TOWANDA IL 61776

TIME GYM GAME  
404 OLYMPIA DR  
BLOOMINGTON IL 61704

KATHERINE SIERASKI  
407 OLYMPIA DR  
BLOOMINGTON IL 61704

% TECH ELECTRONICS INC CANOVA  
PROPERTIES  
6437 MANCHESTER AVE  
SAINT LOUIS MO 63139

MMM PROPERTIES OF CENTRAL  
ILLINOIS  
4109 WICKER RD  
BLOOMINGTON IL 61704

ISLAMIC CENTER OF MCLEAN COUNTY  
2911 GILL ST  
BLOOMINGTON IL 61704

AIRPORT SELF STORAGE LLC  
321 N CLARK ST STE 800  
CHICAGO IL 60654

BERNARD WRIGHT  
3317 PEPPERTREE LN  
BLOOMINGTON IL 61704

ISLAMIC CENTER OF MCLEAN COUNTY  
1 TATIANA CT  
BLOOMINGTON IL 61704

ROGERS- FRANKE INVESTMENTS LLC  
608 KINGSLEY Suite A  
NORMAL IL 61761

PRAIRIE VIEW LANDSCAPING & LAWN  
CARE INC  
9868 CLEARLAKE LN  
BLOOMINGTON IL 61705

20893469

CITY OF BLOOMINGTON  
PUBLIC HEARING NOTICE

Public Notice is hereby given that the Bloomington Planning Commission will hold a public hearing on Wednesday, July 12, 2017 at 4:00 p.m. in the City Council Chambers, City Hall, 109 E. Olive St., Bloomington, IL.

The Petition submitted by Islamic Center of McLean County, requesting approval to Rezone property located at 421 Olympia Dr., from a M-1, Restricted Manufacturing to B-1, Highway Business District.

Legal Description: Exhibit A

Towanda Barnes Business Park 19th Addition Lot 38. PIN: 22-07-200-061

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk at 109 E. Olive St., Bloomington, IL.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing. The City Clerk may be contacted either by letter at 109 E. Olive Street, Bloomington, IL 61701, or by telephone at 309-434-2240 or via email at [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org). The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson

City Clerk

Published in the Pantagraph:  
June 27, 2017

20893473

CITY OF BLOOMINGTON  
PUBLIC HEARING NOTICE

Public Notice is hereby given that the Bloomington Planning Commission will hold a public hearing on Wednesday, July 12, 2017 at 4:00 p.m. in the City Council Chambers, City Hall, 109 E. Olive St., Bloomington, IL.

The Petition submitted by Islamic Center of McLean County, requesting approval to Rezone property located at 425 Olympia Dr., from a M-1, Restricted Manufacturing to B-1, Highway Business District.

Legal Description: Exhibit A  
Towanda Barnes Business Park 19th Addition Lot 39. PIN: 22-07-200-062

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk at 109 E. Olive St., Bloomington, IL.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing. The City Clerk may be contacted either by letter at 109 E. Olive Street, Bloomington, IL 61701, or by telephone at 309-434-2240 or via email at [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org). The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Cherry Lawson  
City Clerk

Published in the Pantagraph:  
June 27, 2017



## CONSENT AGENDA ITEM NO. 70

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of adopting an ordinance rezoning 2405 Monica Lane from A, Agriculture to R-1C, Single Family Residential District.

**RECOMMENDATION/MOTION:** That an ordinance rezoning 2405 Monica Lane from A, Agriculture to R-1C, Single Family Residential District, be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** 4. Strong Neighborhoods

**STRATEGIC PLAN SIGNIFICANCE:** c. Preservation of property/home valuations; d. improved neighborhood infrastructure.

**BACKGROUND:** The subject property, 2405 Monica Lane, is approximately 0.60 acres or 25,000 sqft and located south of Fox Creek Road and east of I-55. The site is improved with a single family home and existed in the unincorporated area of McLean County. On July 10, 2017, due to a failing septic system, the City Council passed an ordinance annexing the subject property into the City of Bloomington to facilitate an emergency connection to the city sewer system. Due to the urgency of the situation, Council waived the requirement of an annexation agreement and the land was designated with a default zoning designation, A, Agriculture. Single family homes are not permitted under the Agriculture zoning designation. The subject property is bordered by the R-1C District on the north and east property lines. A B-2 district exists to the west of the property and is developed with multifamily apartments. The property directly south of the subject property is located in the county and zoned residential. It is also improved with a single family home. The property owner petitioned the City to have 2405 Monica Lane rezoned from A, Agriculture to R-1C, Single family residential district. The proposed zoning designation eliminates a nonconforming use and is compatible with the surrounding residential uses.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** A public hearing was held by the Planning Commission on July 12, 2017. Notice of the hearing was published in the *Pantagraph* on June 27, 2017. In accordance with the Zoning Ordinance (Ordinance No. 2006-137), a large sign notifying of the public hearing was placed on the property and courtesy notices were sent to 41 property owners within 500 ft. of the subject property. No citizens, outside of the petitioner, spoke in favor of the petition. No one spoke in opposition to the petition. The Planning Commission recommended approval by unanimous vote, 7-0. This vote is consistent with staff's recommendation.

**FINANCIAL IMPACT:** The City receives property taxes as a result of annexation. Amending the zoning eliminates a nonconforming status and, as a result, could eliminate potential financing barriers allowing the property owner to invest in their home and improve the property value.

**COMMUNITY DEVELOPMENT IMPACT:**

Link to Comprehensive Plan: The Comprehensive Plan identifies this area as a Tier 1, Infill Development Priority. It is identified as future residential development. Additionally, facilitating connection to the city sewer aligns with Goal UEW-1 “Provide quality public infrastructure within the City to protect public health, safety and the environment.”

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

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Tom Dabareiner, Community Development Director

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

Legal review by: George D. Boyle Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance rezoning 2405 Monica Ln from A to R-1C
- Petition
- List of Permitted Uses in R-1C
- Zoning Map
- Aerial View
- PC Staff report from 7.12.17
- PC Minutes from 7.12.17
- Neighborhood notice, newspaper notice, list of notified property owners

**ORDINANCE NO. 2017 - \_\_\_\_\_**

**AN ORDINANCE REZONING THE PROPERTY LOCATED AT 2405 MONICA LANE  
FROM A, AGRICULTURE DISTRICT TO R-1C, SINGLE FAMILY RESIDENTIAL  
DISTRICT**

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

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

WHEREAS, the Bloomington Planning Commission concluded the current zoning to be inappropriate and incompatible with the vision of the comprehensive plan and recommended City Council pass this ordinance to amend the zoning classification to R-1C, Single Family Residential District; and

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

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

1. That the premises hereinafter described in Exhibit(s) "A" shall be and the same are hereby rezoned from "A" Agriculture District to "R-1C", Single Family Residential District.
2. That the Official Zoning Map of said City shall be amended to reflect this change in zoning classification.
3. This Ordinance shall take effect immediately upon passage and approval.

PASSED this \_\_\_ day of \_\_\_\_\_, 2017.

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2017.

APPROVED:

---

Tari Renner  
Mayor

ATTEST:

---

Cherry Lawson  
City Clerk

---

Jeffrey R. Jurgens  
Corporate Counsel

EXHIBIT "A"

(Legal Description)

**2405 Monica Lane**  
HERITAGE ESTATES, LOT 4  
PIN: 21-18-326-003

PETITION FOR ZONING MAP AMENDMENT

State of Illinois )
) ss.
County of McLean )

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

Now comes Norma Ortiz, hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

- 1. That your petitioner(s) is (are) the owner(s) 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;
2. That said premises legally described in Exhibit "A" presently has a zoning classification of A, Agriculture under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That the present zoning on said premises is inappropriate due to error in original zoning, technological changes altering the impact or effect of the existing land uses, or the area in question having changed such that said present zoning is no longer contributing to the public welfare;
4. That your petitioner(s) hereby request that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended to reclassify said premises into the R-1C, Single family residential zoning district classification;
5. That said requested zoning classification is more compatible with existing uses and/or zoning of adjacent property than the present zoning of said premises; and
6. That said requested zoning classification is more suitable for said premises and the benefits realized by the general public in approving this petition will exceed the hardships imposed on your petitioner(s) by the present zoning of said premises.

WHEREFORE, your petitioner(s) respectfully pray(s) that the Official Zoning Map of the City of Bloomington, McLean County, Illinois be amended by changing the zoning classification of the above-described premises from A, Agriculture.

Respectfully submitted,
By: [Signature]

Exhibit A

Legal Description for 2405 Monica Lane

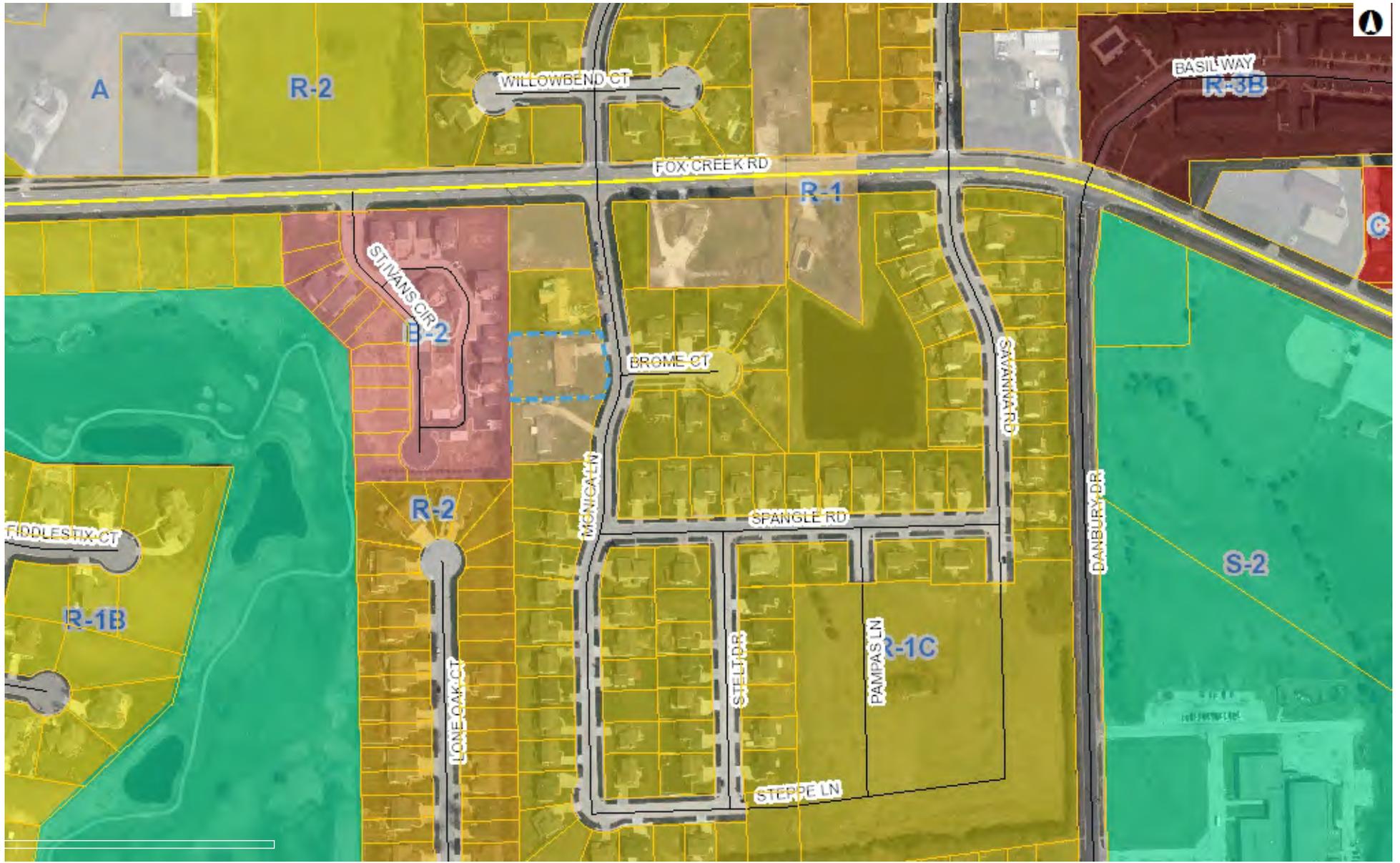
Heritage Estates Lot 4

PIN: 21-18-326-003

<b>Permitted Uses in the R-1C District</b>	
Agency-Operated Family Homes	P
Agriculture	P
Cemeteries	S
Churches, Synagogues, Temples	S
Columbarium	S
Country Clubs, Golf Clubs	S
Day Care Centers	S
Dwellings, Single-Family	P
Dwellings, Two-Family	S
Electricity Regulating Substations	P
Flammable Liquid Pipelines	P
Forestry	P
Gas Regulatory Stations	P
Golf Courses - Not Miniature Golf	S
Group Homes for Parolees	S
Group Homes for Parolees	S
Irrigation Channels	P
Non-hazardous Storage, College/University	S
Non-residential College/Univer.Student Clubs & Assoc.	S
Nursery Schools	S
Offices, College/University	S
Parking Lot, College/University	S
Parking Lot, Noncommercial	S
Parks, Playgrounds, Aboretums	P
Police Stations, Fire Stations	P
Postal Services	P
Pre-Schools	S
Religious Education Facility	S
Sewage Lift Stations	P
Swimming Pools	S
Telecommunication Antenna Facilities	S
Telephone Exchange Substations	S
Utility Conduits, Lines, Pipelines	P
Water Pressure Control Stations	P
Water Purification Plants	P
Water Storage Reservoirs	P



# Zoning Map 2405 Monica Ln



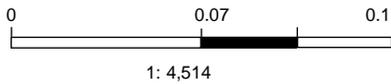
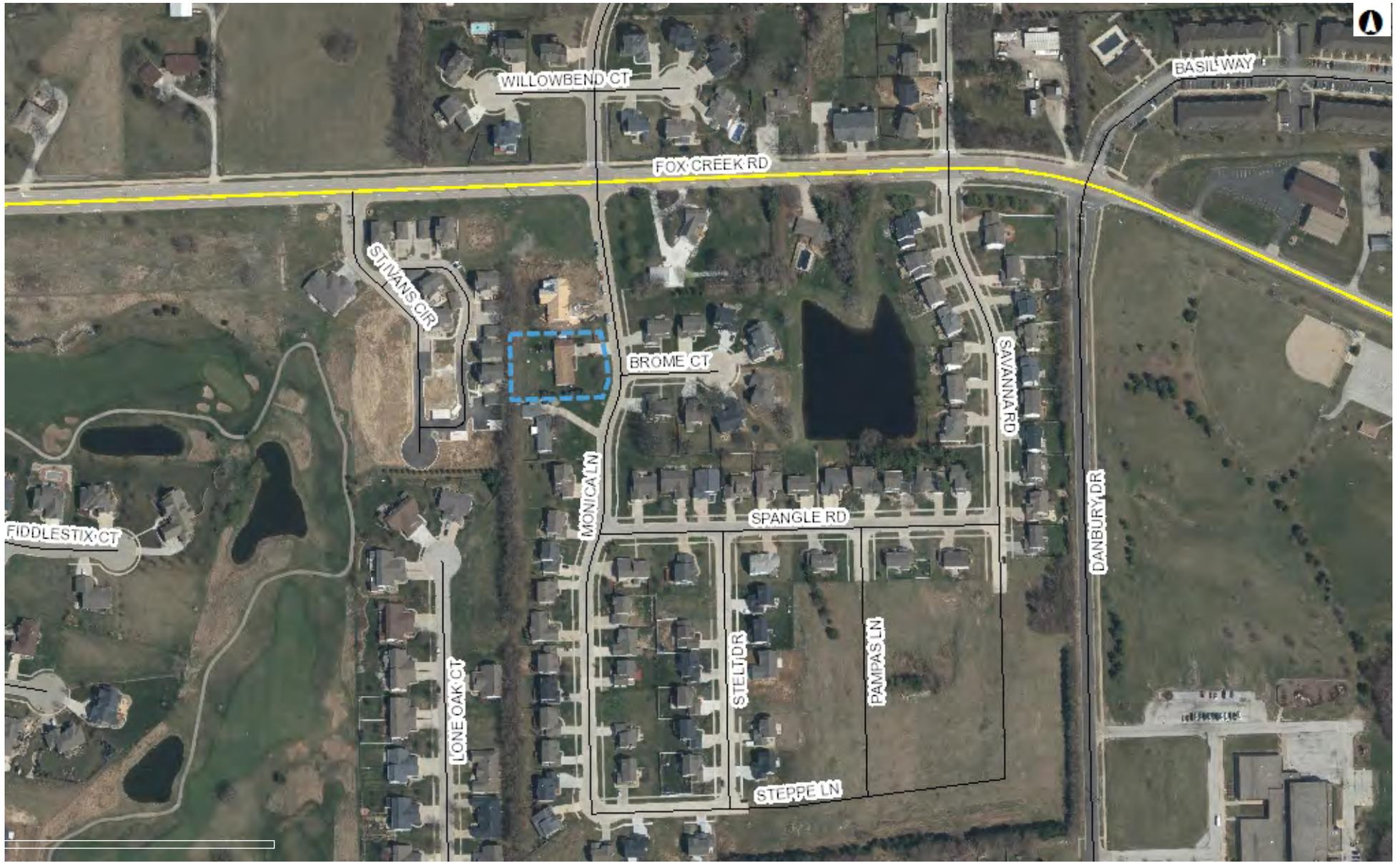
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Notes



# Aerial View 2405 Monica Ln



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Notes

**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
July 12, 2017**

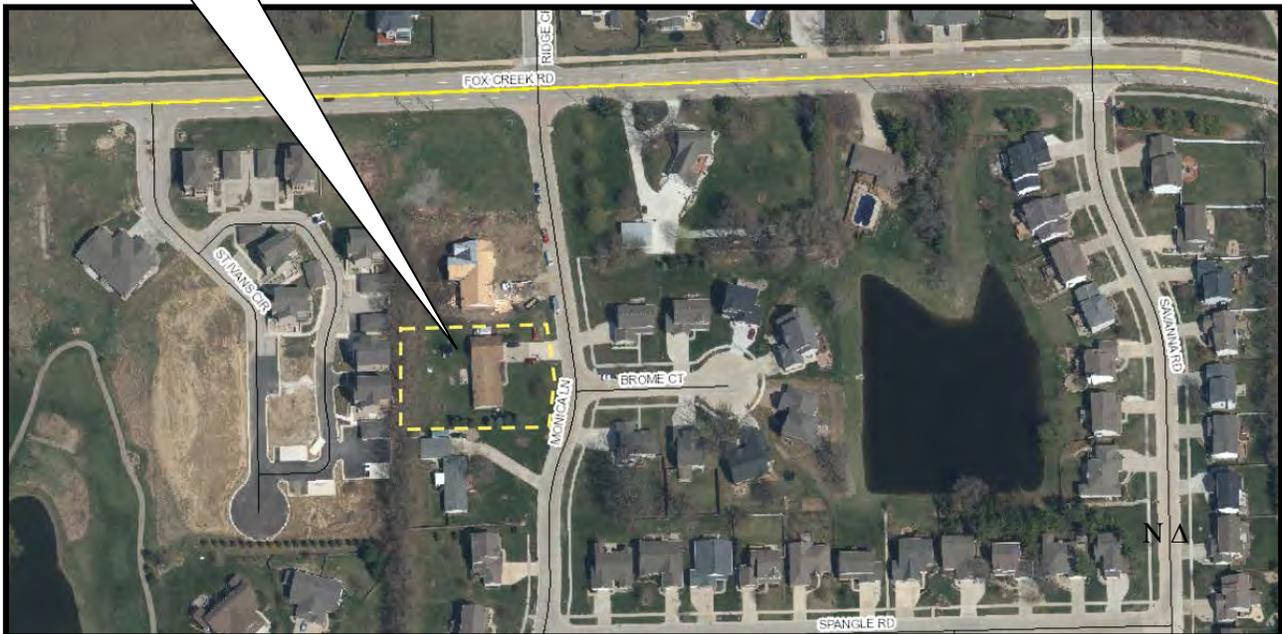
CASE NUMBER:	SUBJECT:	TYPE:	SUBMITTED BY:
Z-20-17	2405 Monica Drive	Rezone	Katie Simpson, City Planner
<b>PETITIONER'S REQUEST:</b>	Rezone the above referenced properties from A, Agriculture to R-1C, Single Family Residential		
<i>Staff finds that the petition <b>meets the</b> Zoning Ordinance's map amendment guidelines for the R-1C Single family residential district, (44.6-5).</i>			

**STAFF RECOMMENDATION: Approval**

Staff recommends the Planning Commission pass the following motions recommending:

A. That City Council **approve** the rezoning of 2405 Monica Lane from A, Agriculture District to R-1C Single family residential district, case Z-20-17.

2405 Monica Ln (case Z-20-17)



**NOTICE**

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on June 27, 2017.

**GENERAL INFORMATION**

Owner and Applicant: Norma Ortiz

**PROPERTY INFORMATION**

**2405 Monica Ln**  
HERITAGE ESTATES, LOT 4  
PIN: 21-18-326-003



Existing Zoning: R-1 (county), Residential  
Existing Land Use: Single family home  
Property size: 0.6904 acres

**Surrounding Zoning and Land Uses**

Zoning

North: R-1C, Single family residential  
South: R-1 (unincorporated)  
East: R-1C, Single family residential  
West: B-2, General business service

Land Uses

North: Single family homes  
South: Single family homes  
East: Single family homes  
West: multifamily

**Analysis**

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Zoning Map Amendment
2. Aerial photographs
3. Zoning Map
4. Site visit

**PROJECT DESCRIPTION**

*Background:* The property located at 2405 Monica Ln is approximately 25,000 sqft and located south of Fox Creek Road and East of I-55. It is improved with a single family residence. The subject property is located in the county but surrounded by the city limits on the north, east and west sides of the property. The property is currently on septic tank. An accident with the adjoining property owner damaged the septic tank at 2405 Monica Ln and has caused it to malfunction. The petitioner is therefore requesting annexation into the City of Bloomington so that they can connect to the city sewer. Due to the urgency of this situation, the petitioner is requesting a waiver from the requirement of Chapter 8.5 Section 201 necessitating an agreement and subsequent public hearings on that agreement. Failure to grant the waiver would impede the welfare of the City of Bloomington and the orderly development and enjoyment of the property. Staff supports waiving the annexation agreement requirement and annexing the subject property into the City limits. The petitioner is requesting annexation without an agreement. The request will be heard by the City Council on July 10, 2017. As per Chapter 8.5, when there is no

B. Z-20-17 Rezone 2405 Monica Lane from A to R-1C

agreement, there is no requirement for a public hearing with the Planning Commission on the agreement.

As per Chapter 44 of the City Code, property annexed into the city will be zoned, by default, to A-Agriculture. The petitioner submitted a rezoning request for the designation of R-1C, single family residential. The proposed designation is compatible with the surrounding development and residential uses. The lot meets the minimum lot width and area requirements for the district and is contiguous to other R-1C properties.

*Project Description:*

The intent of the R-1C, High Density Single family residential district is to provide primarily for the establishment of areas of higher density single family detached dwellings while recognizing the potential compatibility of two-family dwellings as special uses. Densities of approximately 6.6 dwelling units per acre are allowed. The petitioner is requesting to rezone the property from the default annexation zoning of A, Agriculture to R-1C, Single family residential. Under the A, Agriculture Zoning, the single family home is considered nonconforming. Residential is more appropriate for the neighborhood, compatible with other development and eliminates a nonconformity.

*Link to Comprehensive Plan:*

This site is identified as a Tier 1, Infill development priority. Additionally, the Comprehensive Plan identifies this area as future residential.

**FINDINGS OF FACT**

The Zoning Ordinance provides “*Zoning Map Amendment Guidelines*” and states, “*In making its legislative determination to zone or rezone property to a R-1C, Single family residential zoning classification, the Planning Commission and City Council may apply the following guidelines to the proposal under consideration:*

1. *The capacity of existing and proposed community facilities and utilities including water and sewer systems to serve the permitted uses which lawfully occur on the property so zoned; the property exists as a single family home. Although it has existed on septic tank, city sewer is available and easily accessible. The site has adequate utilities. The standard is met.*
2. *The adequacy of public services including police and fire protection and solid waste collection serving the property and the impact permitted uses would have upon these services; the property is currently served by public services, no change is anticipated. The standard is met.*
3. *The extent to which the permitted uses will promote balanced growth in the community and will be consistent with the City’s goals for equal housing opportunities and a variety of housing types; the proposed rezoning would permit a single family home on the property eliminating a nonconforming use. The proposed zoning is compatible with surrounding developments. The standard is met.*

B. Z-20-17 Rezone 2405 Monica Lane from A to R-1C

4. *The extent of vacant properties in the vicinity that can be developed for uses compatible to those permitted in the district; The R-1C zoning is compatible with residences in the area and is contiguous to other R-1C districts. The standard is met.*
5. *The impact of natural disasters, including flooding, would have upon permitted uses; no changes to the use have been proposed and no change in impact is expected. The standard is met.*
6. *The impact the proposed development would have upon the environment including noise, air and water pollution; the property exists as a single family home and will connect to city sewer reducing the potential for environmental contamination due to a malfunctioning septic system. The standard is met.*
7. *The potential impact existing or permitted uses in the vicinity would have upon uses authorized in the R-1C District and the impact such uses, if developed on the property would have upon existing uses in the vicinity; the R-1C district is contiguous to the subject property. Surrounding uses are compatible with the R-1C district. The standard is met.*
8. *The conformance of the proposal to the Official Comprehensive Plan and Official Map (Ordinance No. 2006-137). The Comprehensive Plan identifies this area as a Tier 1, Infill Development Priority. The standard is met.*

**STAFF RECOMMENDATION:**

Staff recommends the Planning Commission pass the following motions recommending:

That City Council **approve** the rezoning of 2405 Monica Lane from A, Agriculture District to R-1C Single family residential district, case Z-20-17.

Respectfully submitted,

Katie Simpson  
City Planner

Attachments:

- Draft Ordinance
- Petitions for Zoning Map Amendment
- List of Permitted Uses in the R-1C District
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List

**DRAFT MINUTES  
BLOOMINGTON PLANNING COMMISSION  
REGULAR MEETING  
WEDNESDAY, JULY 12, 2017 4:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
109 EAST OLIVE STREET, BLOOMINGTON, ILLINOIS**

**REGULAR AGENDA:**

**Z-20-17 Public hearing, review and action on petitions submitted by Norma Ortiz, requesting the rezoning of 2405 Monica Lane from A, Agriculture to R-1C, Single Family Residential District.**

Chairman Boyd introduced the case. Ms. Simpson provided the staff report and recommendation. She noted staff is recommending in favor of the proposed rezoning from A Agriculture to R-1C Single Family. She provided background on the need for an emergency annexation, which occurred Monday at the city council meeting, to allow the petitioner to tie into BNWRD following failure of their septic system. She noted the surrounding uses and zoning. She stated the comprehensive plan indicates this property is a Tier One priority. She reviewed the Findings of Fact and believes the standards are met.

Mr. Balmer confirmed the city council approved the annexation.

Ms. Norma Ortiz, the petitioner, was sworn in, and stated she was available to respond to any questions.

Mr. Stanczak motioned to approve the rezoning as presented; seconded by Mr. Scritchlow. Motion was approved 7-0 with the following votes: Mr. David Stanczak—yes; Mr. Ryan Scritchlow—yes; Mr. J. Balmer—yes; Mr. Kevin Suess—yes; Ms. Megan Headean—yes; Mr. John Protzman—yes; Chairman Justin Boyd—yes.



Department of Community Development  
115 E Washington St, Ste 201  
Bloomington IL 61701

July 3, 2017

Dear Property Owner or Resident:

The City of Bloomington Planning Commission will hold a public hearing on **Wednesday, July 12, 2017 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois** for a petition submitted by **Norma Ortiz** requesting the rezoning of the annexed property from A, Agriculture to R-1C, Single family residential. The subject property is legally described as:

HERITAGE ESTATES, LOT 4  
PIN: 21-18-326-003

You are receiving this notification since you own property within a 500 foot radius of the land described above (refer to map on back). All interested persons may present their views upon matters pertaining to the requested rezoning during the public hearing.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk at (309) 434-2240, preferably no later than five days before the hearing.

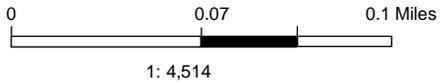
Please note that cases are sometimes continued or postponed for various reasons (i.e lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting. The hearing's agenda and supporting materials will be available at <http://www.cityblm.org/government/advanced-components/documents/-folder-308>. If you desire more information regarding the proposed petition or have any questions you may contact me by phone, (309) 434-2226, or email, [ksimpson@cityblm.org](mailto:ksimpson@cityblm.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Katie Simpson", with a long, sweeping horizontal line extending to the right.

Katie Simpson  
City Planner

Attachments:  
Location Map



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Notes

**CITY OF BLOOMINGTON**

Public Notice is hereby given that the City Council will hold a **meeting** on Monday, July 10, 2017 at 7:00 PM in the Council Chambers, 109 E. Olive Street, Bloomington Illinois to **review the petition** submitted by Norma Ortiz requesting approval of an Annexation, for property commonly located at 2405 Monica Ln., consisting of approximately 5 acres.

**LEGAL DESCRIPTION: Exhibit A**

Heritage Estates, Lot 4. PIN: 21-18-326-003.

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five (5) days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org) The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

---

Cherry Lawson  
City Clerk

Published in the Pantagraph: June 23, 2017

CHRISTINE HAMMOND  
2407 MONICA LN  
BLOOMINGTON IL 61705

JOHN & SANDRA BAUBY  
2610 FOX CREEK RD  
BLOOMINGTON IL 61705

NORMA DEPAZ  
2405 MONICA LN  
BLOOMINGTON IL 61704

BABATUNDE COLE  
12 Willowbend Ct  
BLOOMINGTON IL 61705

TERRY A & JUDY L DAWSON  
6 WILLOWBEND CT  
BLOOMINGTON IL 61705

RAFAELA CARVALHO MARANGONI  
10 WILLOWBEND CT  
BLOOMINGTON IL 61705

JEFF VAUGHN  
2501 STELT  
BLOOMINGTON IL 61704

JOHN CHUBB  
2910 SPANGLE RD  
BLOOMINGTON IL 61705

HENRY KOSYCAR  
2903 SPANGLE RD  
BLOOMINGTON IL 61704

KELLEY CRAWFORD  
2905 SPANGLE RD  
BLOOMINGTON IL 61705

DAN CADY  
2911 SPANGLE  
BLOOMINGTON IL 61704

HARRY BURKS  
2409 MONICA LN  
BLOOMINGTON IL 61704

MARK A & KARRIE L RUESTMAN  
2403 MONICA LN  
BLOOMINGTON IL 61705

DON E & MARNA SAWYER  
4 WILLOWBEND CT  
BLOOMINGTON IL 61705

JILL & BRIAN BROWN  
2505 MONICA LN  
BLOOMINGTON IL 61704

ROBERT SCOTT PAIGE L BEAL  
14 WILLOWBEND CT  
BLOOMINGTON IL 61705

SUSAN WETHINGTON  
2501 MONICA LN  
BLOOMINGTON IL 61705

LINDA BRISTOW  
#7 LONE OAK CT  
BLOOMINGTON IL 61705

GEOFFREY SCHOONOVER  
2503 MONICA LANE  
BLOOMINGTON IL 61705

JAMES & DIANA LESZCZYNSKI  
2 Lone Oak Ct  
BLOOMINGTON IL 61705

MICHAEL BREWER  
2411 MONICA LANE  
BLOOMINGTON IL 61704

RONALD & DONNA DULLE  
2907 SPANGLE RD  
BLOOMINGTON IL 61704

JOSH & SHANNON SCHWARTZ  
7 BROME CT  
BLOOMINGTON IL 61705

MARGARET SPRIGGS  
1 LONE OAK CT  
BLOOMINGTON IL 61705

ELIZABETH THACKER  
3 LONE OAK CT  
BLOOMINGTON IL 61705

LORI FARRAR  
5 LONE OAK CT  
BLOOMINGTON IL 61705

KENT COMBS  
8 BROME CT  
BLOOMINGTON IL 61704

SCOTT WRIGHT  
2909 SPANGLE RD  
BLOOMINGTON IL 61704

DAVID & BOBBIE DOBILL  
2901 SPANGLE RD  
BLOOMINGTON IL 61704

CHRISTOPHER & RACHEL WEBB  
2503 STELT DR  
BLOOMINGTON IL 61705

MARK & LAURA OHRWALL  
2504 MONICA LN  
BLOOMINGTON IL 61704

St. Ivan's, LLC  
1 Brickyard Dr  
BLOOMINGTON IL 61701

BRYCE D & KIMBERLY D REED  
2 BROME CT  
BLOOMINGTON IL 61705

WM & MARJORIE KAUTH  
1 BROME COURT  
BLOOMINGTON IL 61704

DAWN HALL  
5 SAINT IVANS CIR  
BLOOMINGTON IL 61705

LARRY & DORIS JENNINGS  
4 BROME CT  
BLOOMINGTON IL 61705

NICHOLAS R & AMANDA L KRUEGER  
5 BROME CT  
BLOOMINGTON IL 61705

CORE III LLC  
1716 R T DUNN DR STE 4  
BLOOMINGTON IL 61701

EDMUND & JULIA MOORE  
7 SAINT IVANS CIR  
BLOOMINGTON IL 61705

TIM MCNULTY  
6 Brome Ct  
BLOOMINGTON IL 61705

ARTHUR & JENNIE SPERRY  
3 BROME CT  
BLOOMINGTON IL 61705

20893466

CITY OF BLOOMINGTON  
PUBLIC HEARING NOTICE

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The Petition submitted by Norma Ortiz, requesting approval to Rezone property located at 2405 Monica Ln., from a A, Agriculture to R - 1C, Single Family Residential.

Legal Description: Exhibit A  
Heritage Estates, Lot 4. PIN:  
21-18-326-003

All interested persons may present their views upon such matters pertaining thereto. Said Petition and all accompanying documents are on file and available for public inspection in the Office of the City Clerk at 109 E. Olive St., Bloomington, IL.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing. The City Clerk may be contacted either by letter at 109 E. Olive Street, Bloomington, IL 61701, or by telephone at 309-434-2240 or via email at [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org). The City Hall is equipped with a text telephone (TTY) that may also

No suit. No ties. No board meetings. (now that's a great job!) For newspaper carrier opportunities in your area, call 309-827-7323 or 800-747-7323 ext. 358.

be reached by dialing  
309-829-5115.  
Cherry Lawson  
City Clerk  
Published in the Pantagraph:  
June 27, 2017



## CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the Criterium Bike Race on August 26, 2017.

**RECOMMENDATION/MOTION:** That an Ordinance Suspending Portions of Section 26(d) of Chapter 6 of the City Code to Allow Possession of Open Alcohol (beer and wine) on Public Property in a portion of Downtown Bloomington during the Criterium Bike Race on August 26, 2017, be adopted, and authorize the Mayor and City Clerk to execute the necessary documents.

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

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

**BACKGROUND:** The Criterium Bike Race has been a regular annual summer event for several years. The organizers would like people who attend the event to be able to purchase a drink and move about freely within the designated event area. They have requested that portions of the City Code prohibiting consumption of beer and wine in public be suspended for certain portions of Downtown Bloomington on the day of the race. This suspension would only be applicable to persons drinking beer or wine out of plastic cups sold by the liquor license holding establishments in the event area. The suspension would also only be effective as to persons wearing wristbands obtained from the licensed establishments.

Given the nature of the event, the high degree of involvement by event staff and the lack of problems at previous events, City staff recommend the ordinance be adopted.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** A representative of the Criterium gave a presentation to the Bloomington Liquor Commission on July 11, 2017. The Commission unanimously recommended Council approve suspension of the ordinance.

**FINANCIAL IMPACT:** None

### **COMMUNITY DEVELOPMENT IMPACT:**

Link to Comprehensive Plan/Downtown Plan Goals: D-2. Market and promote the unique brand and image of Downtown Bloomington. Objective D-2.2c. Continue and expand the event programming activities.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not applicable

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk

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

Community Development review by: Tom Dabareiner AICP, Community Development Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Exhibit A
- Draft Special Events Permit

**ORDINANCE NO. 2017 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE BLOOMINGTON-NORMAL CRITERIUM BIKE RACE IN BLOOMINGTON.**

WHEREAS, Bloomington-Normal Criterium will hold a bike race in Bloomington on August 26, 2017, between 11:00 a.m. and 6:00 p.m.; and

WHEREAS, Bloomington-Normal Criterium requested permission to allow sales and consumption of beer and wine during the race in portions of Downtown Bloomington indicated on the attached map, incorporated into this Ordinance and labeled Exhibit A; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on August 26, 2017, between 11:00 a.m. and 6:00 p.m. for the areas specified in the attached Exhibit A, which is hereby incorporated into and made a part of this Ordinance. The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only as to persons having in their possession beer or wine in plastic or paper cups;
- (c) alcohol may be taken out of licensed premises in the designated area, provided that it is in the plastic or paper cups specified in subsection (b), above.

Section 2: Except for the date, time, and locations and conditions set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this \_\_\_ day of August, 2017

APPROVED this \_\_\_\_ day of August.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

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

**SPECIAL EVENT PERMIT  
BLOOMINGTON CRITERIUM  
DATE: SATURDAY, AUGUST 26, 2017  
TIME: 10:00 A.M. - 6:00 P.M.**

Date Prepared: July 19, 2017

Distribution:	Kevin Kothe – Public Works	Bob Moews - Parks & Recreation
	David Hales, City Manager	Bob Coombs - PACE
	Asst. Chief Greg Scott – Police	Jim Karch - Public Works
	Asst. Chief Ken Bays – Police	Colleen Winterland - Public Works
	Martin Glaze – Connect Transit	Bill Givens – Traffic Engineer
	Deputy Chief Eric West – Fire	George Kutz – Public Works
	Robert Henson – Public Works	Scott Fortney – Public Works
	Steve Rasmussen – Asst. City Manager	Jason Harden – Public Works
	Brett Lueschen – Water Department	Troy Olson – Public Works
	Cassie Mosier – Connect Transit	Brett Keltz – Public Works
	Linda Foutch – McLean Co Health Dept	Russ Waller – Facilities
	Josh Ftacek – Facilities	Nick Knight – PACE

**SPONSORING ORGANIZATION(S):** Downtown Bloomington Association

**CONTACT PERSON:** Trisha Stiller

**PHONE:** 309-829-9599

**EMAIL:** [tstiller@downtownbloomington.org](mailto:tstiller@downtownbloomington.org)

**APPLICATION RECEIVED:** Yes

**CERTIFICATE OF INSURANCE RECEIVED:** Yes

**HOLD HARMLESS:** Yes

**NATURE OF EVENT:** A one (1) day bicycle race on a circuit road course with open containers of beer and wine allowed within the blue shaded area on the map. Sprints will be conducted on Monroe St. to Main.

**EVENT LOCATION/PARADE ROUTE:** Downtown Bloomington

**TRAFFIC CONTROL ARRANGEMENTS:** “No Parking” signs will be installed on Thursday August 25 on the streets to be closed.

**PUBLIC WORKS WILL PROVIDE:** Public Works will close the streets at 7:00 am on Saturday, August 26, and will pick up the equipment at 8:00 pm. Install “No Parking on August 26, 2016 from 4:00 am until 8 pm.” on Thursday August 24 by 4 pm. Sweep streets August 26 at 4:00 am.

**POLICE DEPARTMENT:** Begin towing vehicles parked in the area location on Saturday, August 26 at 4 am. Towing will be done by Joe’s Towing and any towed vehicle will be at their lot. Provide 2x two-officer teams.

# SPECIAL EVENT PERMIT BLOOMINGTON CRITERIUM

**FIRE DEPARTMENT:** Provide an EMS team located in front of the Frontier Communications Parking Lot on Market St.

**ORGANIZER RESPONSIBILITIES:**

1. Collaborate with the Downtown Business Association Director to notify businesses and residents in the race area of the event. Copy of same will be provided to the City Clerk's Office email [cityclerk@cityblm.org](mailto:cityclerk@cityblm.org).
2. Set up race course using orange fencing and hay bales. Contact Public Works at 309-434-2220 department to arrange pick up of orange fencing.
3. Schedule enough volunteers throughout the day for course correction and/or crowd control. Arrange pick up of paddles from the Public Works department.
4. Obtain appropriate tent (if needed) from Bob Coombs of the PACE department.
5. Set up and removal of porta potties.
6. Take down orange fencing, hay bales and pick up trash along bike course by 7:30 p.m., August 26.
7. Arrange delivery and removal of recycling bins from the Ecology Action Center Placement should be near receptacles along the bike course. Removal by 7:30 p.m., August 26.
8. Obtain permission from business owners should use of their property be required. Provide copies of same to City Clerk's office.
9. At no time can the sidewalks be blocked.
10. No pets or coolers allowed.
11. Ensure that no open containers of beer or wine leave the permitted area, use rope to create a barrier where needed to show the boundary.
12. Ensure that anyone with an open container has a wrist band.

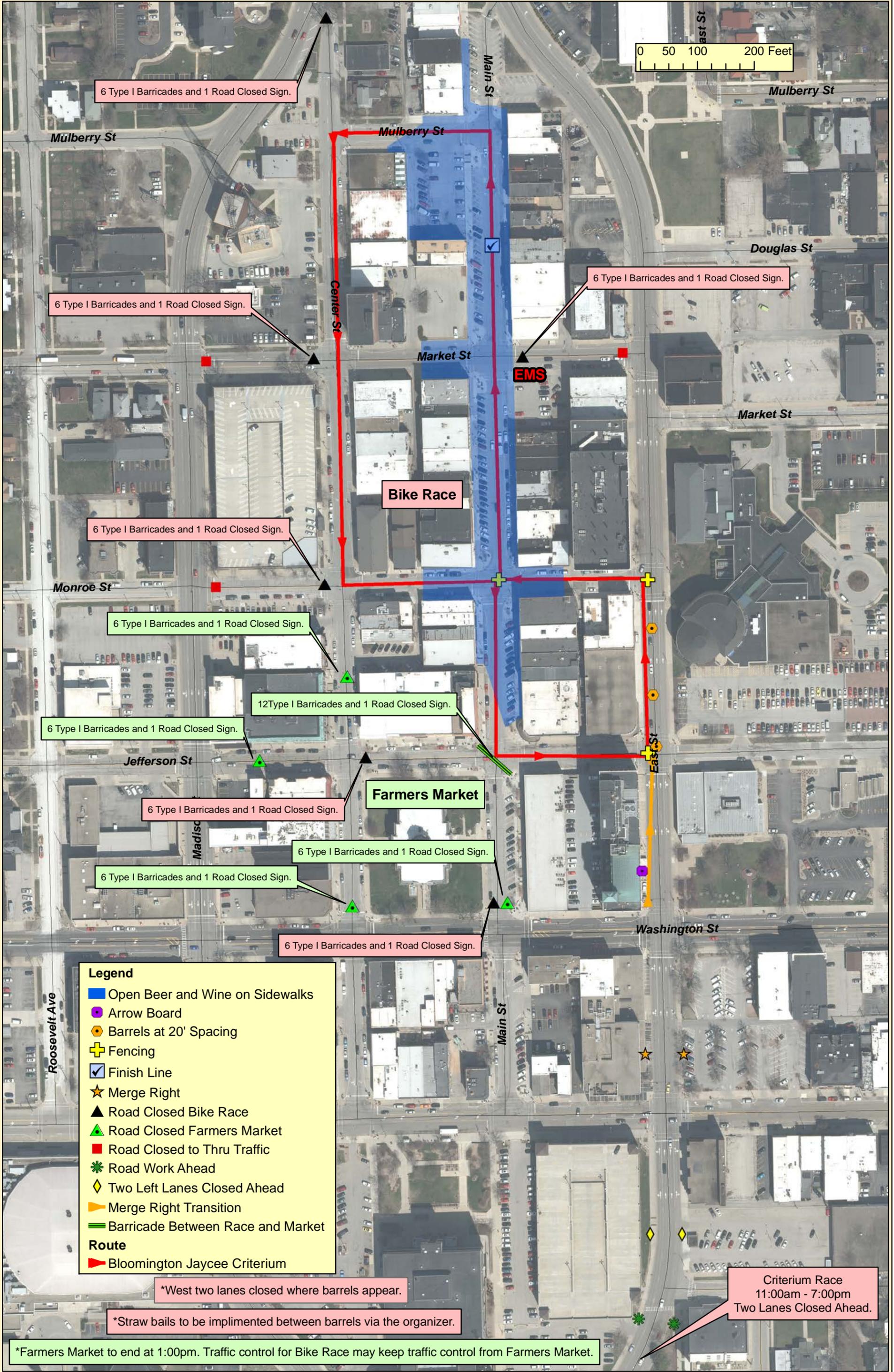
\* Media set up is not allowed on sidewalks or streets along the course.

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FOR OFFICE USE ONLY

Notes: \_\_\_\_\_

# EXHIBIT A



6 Type I Barricades and 1 Road Closed Sign.

6 Type I Barricades and 1 Road Closed Sign.

6 Type I Barricades and 1 Road Closed Sign.

6 Type I Barricades and 1 Road Closed Sign.

6 Type I Barricades and 1 Road Closed Sign.

12 Type I Barricades and 1 Road Closed Sign.

6 Type I Barricades and 1 Road Closed Sign.

6 Type I Barricades and 1 Road Closed Sign.

6 Type I Barricades and 1 Road Closed Sign.

6 Type I Barricades and 1 Road Closed Sign.

6 Type I Barricades and 1 Road Closed Sign.

**Legend**

- Open Beer and Wine on Sidewalks
- Arrow Board
- Barrels at 20' Spacing
- + Fencing
- ☑ Finish Line
- ★ Merge Right
- ▲ Road Closed Bike Race
- ▲ Road Closed Farmers Market
- Road Closed to Thru Traffic
- ✱ Road Work Ahead
- ◇ Two Left Lanes Closed Ahead
- ▶ Merge Right Transition
- ▬ Barricade Between Race and Market

**Route**

- ▶ Bloomington Jaycee Criterium

\*West two lanes closed where barrels appear.

\*Straw bails to be implimented between barrels via the organizer.

\*Farmers Market to end at 1:00pm. Traffic control for Bike Race may keep traffic control from Farmers Market.

Criterium Race  
 11:00am - 7:00pm  
 Two Lanes Closed Ahead.



## CONSENT AGENDA ITEM NO. 7Q

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of the request from Kaleb Shumara and Valerie Meredith to allow moderate consumption of alcohol at their August 26, 2017 wedding reception to be held at Davis Lodge.

**RECOMMENDATION/MOTION:** That the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge on August 26, 2017, be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** On August 8, 2017, the Bloomington Liquor Commissioner, Tari Renner, called a hearing to order to hear the request of Kaleb Shumara and Valerie Meredith to allow moderate consumption of alcohol at their August 26, 2017, wedding reception to be held at Davis Lodge.

Present were: Commissioners Tari Renner, Lindsey Powell, Jack Bataoel; Staff present: George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Renee Gooderham, Chief Deputy Clerk.

Valerie Meredith addressed the Commission. Ms. Meredith stated that Alcohol Party Catering Inc. from New Milford, IL would cater the event. Beer and wine only would be served. Ms. Gooderham confirmed that the caterer was licensed with the City.

Motion by Commissioner Powell, seconded by Commissioner Bataoel to recommend at the August 14, 2017, City Council meeting, approval of the request from Kaleb Shumara and Valerie Meredith to allow moderate consumption of alcohol at their August 26, 2017, wedding reception to be held at Davis Lodge.

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

Ayes: Commissioners Powell, Bataoel and Renner.

Nays: None.

Motion carried.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Agenda for the August 8, 2017 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None.

**COMMUNITY DEVELOPMENT IMPACT:** None.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** None.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy Clerk

Reviewed by: Cherry L. Lawson, City Clerk  
Robert D. Yehl, PE, Water Director

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

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Ordinance
- Letter of Request

**ORDINANCE NO. 2017 -**

**AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON AUGUST 26, 2017, AT DAVIS LODGE**

WHEREAS, Kaleb Shumara and Valerie Meredith to allow moderate consumption of alcohol at their August 26, 2017, wedding reception to be held at Davis Lodge from 2:00 p.m. to 10:00 p.m. at Davis Lodge; and

WHEREAS, Kaleb Shumara and Valerie Meredith have requested permission from the City to serve beer and wine during this event; and

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

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

Section 1: That Sections 701(a), (b) and (c) of Chapter 31 and Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, are suspended as those ordinances pertain to the Davis Lodge, for the wedding reception on August 26, 2017, from 2:00 pm to 10:00 p.m. at Davis Lodge.

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

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

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

**PASSED this 14<sup>th</sup> of August, 2017.**

**APPROVED this \_\_\_\_ day of August, 2017.**

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

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



CITY OF  
**Bloomington**  
ILLINOIS

**REQUEST FOR  
BEER/WINE AT A CITY  
OWNED PROPERTY**

1. \*Name of Applicant: Valerie Meredith 2. Contact number: (217) 870-1352  
 \*Name of Applicant: Kaleb Shumard Contact number: (217) 671-4639

\*If the request is for a wedding please provide information on the bride and groom.

3. Email Address: Cherrycola8716@gmail.com Email Address: blueyed\_33@yahoo.com

4. Type of Event: Wedding

5. Location of event: Davis Lodge

6. Dates/times of event: Aug, 26<sup>th</sup> 2017 2pm - 10pm

7. Approximately number of attendees: 100

8. Name of Caterer: alcohol party catering

9. Caterer address: 6935 11<sup>th</sup> Suite 13, New Milford, IL 61109 Caterer contact number: (847) 912-7696

10. Have you reserved the location above?  Y or N:  N

11. Have you paid the deposit?  Y or N:  N (Please attach a copy of the receipt with the application.)

Valerie Meredith  
Applicant Signature

7/10/17  
Date

**FOR OFFICE USE ONLY**

Date application received: 7/10/17

Staff Initial/Process Date: \_\_\_\_\_

Receipt confirming event location deposit attached: Yes No

If not, had staff contacted the applicant? Yes No

Date contacted: \_\_\_\_\_ By Whom (staff): \_\_\_\_\_

Water and/or Parks Department contacted? Yes No

When \_\_\_\_\_

Date scheduled for a future Liquor Commission Meeting: 8/8/17 at 4pm

Date applicant was notified: 7/10/17 By whom: \_\_\_\_\_

Date recommended for City Council consideration: 8/14/17

# REGULAR AGENDA



## REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of authorizing the purchase of dasher boards, in the amount of \$187,870.94, and authorize a change to the FY 2017 Capital Lease Equipment to add the Hockey Dasher Boards for the Grossinger Motors Arena, including an additional 20% contingency for the project.

**RECOMMENDATION/MOTION:** That the Council approve the purchase of the Hockey Dasher Boards for the Grossinger Motors Arena, in an amount of \$187,870.94, as well as an additional 20% contingency for the project, through the National Joint Powers Alliance, on its terms and conditions, and authorize a change to add the Hockey Dasher Boards to the budgeted equipment for the FY 2017 Capital Lease.

**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:** In 2013 Faithful + Gould completed a Facilities Condition Assessment at the then U.S. Cellular Coliseum. Faithful + Gould reported that the dasher boards were in need of full replacement in 2015, however, this replacement never took place and in turn, extreme wear and tear has left the dasher boards in dire need of replacement.

While meeting with the front office management of the Bloomington Thunder Hockey Team, concerns were raised not only about the physical condition of the boards, but about the safety of players on the ice. The dasher system that was originally installed during the construction of the building was not meant to be removed and replaced on a regular basis for concert stage set ups and other events where the dashers are not used. The system is meant for single purpose ice rinks, such as the Pepsi Ice Center, where the dashers are always in place. The constant removal and replacement of the dasher boards has caused tremendous wear and damage to the stability of the system.

Specific concerns include:

- dasher panels that do not line up can create concerns for players moving at high speeds along the edges of the ice.
- the end of the ice, where the stage is set up, has an access door that has deteriorated from moving the system in and out of the rink. This deterioration causes the puck to bounce erratically toward the goal in such a manner that the goalie cannot play the puck if it goes to that corner.

Becker Arena Products has provided a quote for the system and several of the components. It will cost \$187,870.94 to replace the current dasher system with the appropriate system needed for the Arena. Becker Arena Products is a vendor through the National Joint Powers Alliance (NJPA) Cooperative Purchasing Program and has provided a member discount on their quote. The NJPA Cooperative Purchasing is valid through 4/14/2021, vendor contract number 030117-BAP. Becker Arena Products will pay prevailing wage, however, due to the specialty of the work, the City's apprenticeship requirements are not mandated. The City Manager is further requesting a 20% contingency be provided in his authority for the project in the event the condition of the current dasher panels requires a more immediate installation and/or for other unforeseen expenses that might occur as a result of the replacement.

As the home of the Bloomington Thunder USHL team, as well as the playing surface for dozens of youth and adult recreational hockey leagues, it is imperative that we replace the system this year.

With that said, scheduling is always an issue for an event venue. New dasher boards will take several months to manufacturer and seven (7) to ten (10) days for removal of the current system and installation of the new one, not including taking ice out and putting it back in. The Arena has been able to set aside December 15<sup>th</sup> to December 28<sup>th</sup> to complete the removal and install. This window of course does not go without some event shuffling, however, it is the least invasive time slot in the coming season.

The Capital Program enables the City to finance capital equipment, machinery, vehicles and some projects. During the budget process, Council adopts a list of equipment proposed to be purchased by a capital lease. For FY2017 funds were originally allocated for the Fire Department to purchase a replacement Pumper, however, due to need the Fire Department has opted to instead purchase another ambulance. This change in vehicles allows for a savings of \$510,000 that could be used for the hockey dasher boards. Since the FY2017 lease is about to be sent out for bid it makes sense to finance the dasher boards under the FY2017 lease rather than risking rising interest rates.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Thunder Hockey Team and Pepsi Ice Center Community Leagues

**FINANCIAL IMPACT:** The original FY 2017 Capital Equipment budget for the 10 year lease was approved for a total of \$1,680,960. As stated above, there will be a savings in the actual spent of \$510,000. If this change to add the dasher boards is approved, the Grossinger Motors Arena would incur principal and interest costs of \$1,871 per month beginning in October based on the projected price of \$187,870.94. If the debt service is unable to be absorbed into the arena budget a budget amendment can be brought forward at a later time. The principal and interest costs will be seen in the Grossinger Motors Arena – Principal and Interest accounts 57107110 – 73401(principal) and 73701(interest). The payment for the purchase of the dasher boards, as well as the additional contingency amount if needed, will be from the FY 2017 Ten Year Capital Lease-Capital Outlay Equipment Other than Office account (40110135-72140).

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared by: Lynn Cannon, Executive Director, Grossinger Motors  
Arena

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:**

- FIN 1B EXHIBIT – FY 2017 Capital Lease – Dasher Boards Becker Quote
- Photos of Hockey Dasher Boards



**Customer #: BLO007**

**Quotation #: 10002366**

**Revision #: 3**

**Date: August 3, 2017**

**Proposal Expiration Date: August 15, 2017**

**Your Sales Consultant: Brad Peterson (952)890-2690**

**Prepared For:**

**Ms. Lynn Cannon  
Executive Director  
Grossinger Motors Arena  
Bloomington, IL**

**Project Location:**

**Grossinger Motors Arena  
Bloomington, IL**

Thank you for considering Becker Arena Products, Inc., we appreciate the opportunity...

**Benefits of Choosing to Partner with Becker Arena Products**

- A stable and reliable company since 1988
- A staff with in-depth knowledge of the industry and products
- Quality products that last
- Experienced and professional installers
- Excellent customer service
- Worry Free Projects - Guaranteed

**This system is available through the NJPA Cooperative Purchasing Program at discounted pricing. [BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 – BAP](#)**

The National Joint Powers Alliance (NJPA) is a municipal contracting government agency that serves education and government agencies nationally through competitively bid and awarded contract purchasing solutions. Over 47,000 Member agencies enjoy the value and commitment of the world-class NJPA awarded Vendors. Take advantage of the cooperative purchasing discounts shown here in this quotation mentioning our contract #030117-BAP when ordering. You must be a member and contracting authority. Ask your sales person for a copy of the NJPA Contract Purchasing information booklet or go to [www.njpacoop.org](http://www.njpacoop.org) for more information.

Confidential: This document contains proprietary and confidential information that is owned and is of significant value to Becker Arena Products, Inc. No unauthorized use, disclosure or reproduction of any of this information is permitted without the prior written consent of Becker Arena Products, Inc.



We have put together a detailed project scope for your review based on the information, drawings and information provided.

## BAP6.0A CONVERSION FRIENDLY PRO DASHER BOARD SYSTEM

### BAP6.0A SIGNATURE SERIES HOCKEY DASHER BOARD SYSTEM

Becker Arena Products, Inc. shall furnish and install one custom built BAP6.0A **Signature Series** aluminum framed dasher board system along with related Alternates as described below. The pricing is based on the information furnished and will include the following items and features.

### DASHER FRAMING & POLYETHYLENE FACING, CAP RAIL & KICK PLATE

Rink Size: 200' x 85' x 28' radius – approximately 652.5 lineal feet of 42" high (Including ice retainer) BAP6.0A **Signature Series** aluminum framed dasher boards (Ring with box divider panels only – **No back wall to boxes**)

1/2" white high-density polyethylene dasher facing

1/2" x 8" high yellow high-density polyethylene kick plate

3/4" dark blue high-density polyethylene cap rail

All panels pre-assembled

New drilled in epoxy anchors (Dasher panels bolt to retainer)

### GATES & LIFT OUTS

One 10'-0" curved double leaf equipment gate complete with heavy duty adjustable hinges, slide bar, cane bolts and heavy duty casters

Four 2'-6" player box gates with heavy duty hinges and lift latches

Two 2'-6" penalty box gates with heavy duty hinges and push button lift latches

Four each 4' wide radius concert lift out panels

Five each 4' wide straight concert lift out panels

Two each 5' wide straight concert lift out panels

1" thick high-density polyethylene thresholds on player, penalty and access gates

### PLAYER, PENALTY AND TIMEKEEPER BOXES

Player boxes are on the opposite side of the dasher system from the penalty and timekeeper boxes

Player boxes – Two each 5'-6" deep x 40' long with center divider panel only (**Customer to re-use existing back walls and shielding**) – One 9' end divider panel on one end of the boxes and one 5'-6" Center divider panel (**Customer to re-use on existing end divider panel**)

Penalty boxes – Two each 5'-6" deep x 7'-6" long with side divider panels only (**Customer to re-use existing back walls and shielding**) – one 2'-0" wide access gate in one side divider

Timekeeper box – One each 5'-6" deep x 8'-0" long with side divider panels only (**Customer to re-use existing back wall and shielding**) – one 2'-0" wide access gate in each side divider

One each 1" thick x 18" wide x 96" long solid natural polyethylene timekeeper table.

103 lineal feet of 3/8" thick white high-density polyethylene backer sheet in the player, penalty and timekeeper boxes complete with built-in shelving in the player boxes



**SHIELDING**

242 lineal feet of **.590 thick x 8'-0"** high RinkShield™ acrylic shielding for the ends and radius corners of the rink complete with two-piece Heavy Duty Quick Release (HDQR) aluminum shield supports

237 lineal feet of **12mm (1/2") thick x 6'-0"** high tempered glass shields for the sides and box divider panels complete with two-piece Heavy Duty Quick Release (HDQR) aluminum shield supports. Standard 4' spacing on shield support posts

**STEEL ICE RETAINER – ENTIRE PERIMETER OF RINK**

522 lineal feet of 2" high nominal x 6" wide powder coated ice retainer system with welded tab anchoring locations on the exterior edge of retainer. Retainer includes leveling bolts (No shimming required) insulation and kick plate to match the dasher boards. Ice retainer will be located on the perimeter/ring dasher boards only, not on divider panels or back walls of boxes.

**NHL APPROVED ACRYLIC SAFETY CORNERS – ONE PAIR**

Becker Arena Products will furnish the above dasher system with two NHL approved safety corners for the ends of the in lieu of the standard vinyl covered pads in the base price. Two 24" long divider panels will be added to the end of each player box to accommodate the curved safety corners.

**SUPERVISION OF THE INSTALLATION**

Becker Arena Products, Inc. will furnish two working supervisors to work with arena staff for the complete installation of the dasher board system, ice retainer and shielding as described above. BAP supervisors' onsite for 6 consecutive days for 8 hours per day for the full install. Price includes labor (**Non-union @ prevailing wage labor rate for Mclean County, IL carpenter classification**) and one mobilizations of the crew. Customer to furnish a dumpster for disposal of packaging materials and required fork lift for unloading and material handling.

**TOTAL PRICE DELIVERED W/SUPERVISION OF THE INSTALLATION \$ 198,555.88**

<b><u>NJPA – NATIONAL JOINT POWERS ALLIANCE PURCHASING PROGRAM DISCOUNTS</u></b>	
<b>BECKER ARENA PRODUCTS, INC – VENDOR CONTRACT #030117 - BAP</b>	
NJPA BASE PRICE DISCOUNT – 5%	[ \$ 9,927.79]
BASE PRICE WITH 5% NJPA DISCOUNT	\$ 188,628.09
CREDIT FOR SITE VISIT – DASHER INSPECTION TRIP	[ \$ 1,496.25]
<b>TOTAL WITH SITE VISIT CREDIT</b>	<b>\$187,131.84</b>
<b>ACCEPT _____</b>	



**OPTION AVAILABLE ON THE BAP6.0A DASHER SYSTEM**

**Option #1- TRADE-IN OF EXISTING DASHER SYSTEM & SHIELDING**

Becker Arena Products proposes to take the existing dasher board system and shielding in trade. (Excluding back wall panels and shielding of the player, penalty & timekeepers boxes. All transportation costs associated with the used dasher board system would be the responsibility of BAP.

**Trade-in Value – Please deduct from the base price** **[\$ 8,500.00]**

**ACCEPT \_\_\_\_\_**

**TOTAL WITH TRADE-IN** **\$ 178,631.84**

**ACCEPT \_\_\_\_\_**

**ADDITIONAL OPTION**

**Option #2 – NEW 11'-6" DIVIDER PANEL**

Becker Arena Products will furnish one new 11'-6" divider panel at the end of the player box. (The existing divider panel is proposed to be re-used in the base price.) Includes 12mm (1/2") x 6'-0" high tempered glass shields. To be delivered with the full dasher board system.

**PLEASE ADD TO THE ABOVE PRICE** **\$ 1,830.53**

**LESS 5% NJPA DISCOUNT** **\$ 91.53**

**TOTAL WITH DISCOUNT** **\$ 1,739.00**

**ACCEPT \_\_\_\_\_**

**Please Note:** Taxes are the responsibility of the purchaser. Prices do not include special insurance requirements, bonding, or applicable permits and/or license fees. Prices subject to site visit and/or receipt of final construction drawings and specifications. If sales tax is applicable it will be added to the proposal totals and noted on a Contract Summary Sheet that will be sent back with your executed contract.

All payment terms are based on credit approval.

**Our Standard Payment terms are:**

- 45% due upon placement of order (\$ \_\_\_\_\_)
- 45% due 10 days prior to delivery (\$ \_\_\_\_\_)
- 10% due upon delivery and installation (\$ \_\_\_\_\_)

The above payment amounts will be filled in based on total contract price and any applicable sales tax and sent back on the Contract Summary Sheet with your executed contract.



We are looking forward to the opportunity of working with you on your project and if we can be of further assistance please do not hesitate to call.

This proposal is subject to Becker Arena Products, Inc. Standard Terms and Conditions and Limited Warranty and may be withdrawn without penalty at any time before contract execution. If accepted, please sign and return this copy to Becker Arena Products. When approved and signed by one of our officers a fully executed copy will be forwarded for your records. This proposal is subject to change, withdrawal or cancellation until accepted by you. If Becker Arena Products, Inc. have not received your acceptance within 60 days from the date hereof, this proposal shall automatically expire. Becker Arena Products, Inc. retains a security interest in all products covered in this agreement until all payment terms have been met. In addition, the purchaser agrees to sign any additional documents for Becker Arena Products, Inc. to perfect its security interest in the products.

Proposal/Contract # **10002366** is accepted with initialed options:

\_\_\_\_\_  
Purchaser Signature

\_\_\_\_\_  
Becker Arena Products, Inc.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Desired Installation Date:** \_\_\_\_\_

***Becker Arena Products, Inc. is an Equal Employment Opportunity Employer***



## Becker Arena Products, Inc.

### STANDARD TERMS AND CONDITIONS

**1. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, as applied to contracts executed in and performed wholly within the State of Minnesota.

**2. Delays.** Becker Arena Products, Inc. (Seller) will not be liable for any delay in the performance of orders or contracts, or in the delivery or shipment of the goods, or for any damages suffered by the Purchaser by reason of such delay, including liquidated or actual damages.

**3. Arbitration.** Any and all controversies or claims arising out of or relating to this contract or the performance or breach thereof shall be settled by arbitration in Minneapolis, Minnesota in accordance with the then existing rules and procedure of the American Arbitration Association.

**4. Mechanic's Lien or Bond Rights.** Nothing herein shall be deemed to waive or affect Seller's right to assert a mechanic's lien against the property on which the goods are installed or to make a claim against any bond. Purchaser agrees to provide any and all information requested by Seller, within three (3) calendar days, to allow Seller to preserve or effectuate its mechanic's lien or bond rights.

**5. Change Orders.** A change order will be required for any additional work to be performed or materials to be supplied by the Seller, which is not included in the contract or is a result of the Purchaser's failure to comply with the terms and conditions as described herein. A change order must be filled out by the Seller and signed by the Purchaser before any work commences or material is ordered and/or shipped.

**6. Production Schedule, Installation Schedule, and Storage.** When Seller has received and accepted the contract along with signed approval drawings and credit approval, they will have up to 16 weeks to produce and deliver the materials provided that there are no custom materials needed. Custom materials will include non-standard colors and/or materials. The Purchaser will be contacted after the receipt of the required information to coordinate a shipping date and an installation date(s). These dates will serve as the contract delivery date and will be used to schedule production, delivery, and installation. The Owner/Purchaser will be contacted 21 days prior to shipping to confirm that the site will be ready. If the Purchaser's site is not ready or will not be ready on this date, the following may occur:

#### **Dasher Board Systems**

- A. Seller may choose whether or not to produce the rink according to its production schedule. If they produce the rink on schedule, it will be stored at Becker Arena Product's location of business and storage fees will be charged to the Purchaser at the rate of US \$300 per week. All payments will be due according to the terms from the original ship date. If the Seller chooses to delay production to coincide with the new ship date, no storage fees will apply and payment will be due according to the terms from the original ship date. If contract terms are paid in full prior to shipping, the time will start from the original ship date and not the adjusted ship date.



- B. A new shipping installation date will be coordinated with Seller's installation department and confirmed with the Purchaser. The Seller will reschedule the installation for the next available date according to the Seller's installation schedule. In some cases, the site delay may cause additional charges. This includes, but is not limited to, wages, remobilization, and equipment rental, to be paid by the Purchaser.
- C. If the Purchaser's site is not ready when the Seller's installation crew arrives, additional costs will be charged to the Purchaser. This includes, but is not limited to wages, travel, lodging, meals, equipment rental and changes in Becker Arena Product's installation schedule.

**7. General Site Requirements.** The following criteria must be met or extra charges may apply, and delays will be incurred, if the site is not in compliance when Seller is ready to deliver and install the goods:

- A. Concrete and Floor Work: All concrete work is to be completed and allowed to cure, according to job specifications and/or refrigeration contractors requirements, before the date installation is scheduled to begin.
- B. The levelness of the perimeter concrete, where the rink is to be installed, must be within 1/8" of levelness for every 10' in length and no more than 1/4" difference in height over the length and width of the perimeter surface.
- C. For sand floors, the first 6" from the front of the curb, where the rink is to be installed, must be within 1/16" of flatness from the inside edge outward and meet the levelness and flatness conditions specified above, Sand floors are not to be final graded prior to dasher board installation.
- D. Expansion joints, which are to be covered completely by the rink, are to be within 1/2" of straightness from end to end and side to side. The distance from side to side and end to end of the outside edge of the expansion joint is to be within 1/2" of the required dimension for the frame to cover it.
- E. If, upon arrival, the perimeter concrete is inspected and does not meet the specifications for levelness, flatness, straightness and size, the following will occur:
  - 1. Seller's Representative will determine if rink can be shimmed or adjusted/cut to achieve desired levelness, fit and/or expansion joint coverage while maintaining the structural integrity of the rink. If so, the additional time and materials to do this will be paid by the Purchaser. A change order must be filled out by the Seller's Representative and signed by the Purchaser before any work commences.
  - 2. If the rink cannot be shimmed or adjusted to the desired levelness and/or coverage while maintaining the structural integrity of the rink, the Purchaser will be responsible for fixing the surface to meet specifications. All associated costs for this are the sole responsibility of the Purchaser.
  - 3. The Seller will accept contracts that are retrofit projects with the understanding that the condition of the underlying perimeter concrete work meets the specifications stated above. If, after removal of the existing rink, the concrete does not meet these conditions, points "1" and "2" from above will apply.



## 8. Requirements for Rink Installations:

(Refer to the enclosed Site Requirements)

**9. Walk Through Inspection.** When Seller's work is complete or near complete, Purchaser or the Purchaser's Representative (including general contractors and architects) must be available for a final walk through inspection with the Seller's Representative. Any parties who do not attend the walk through will forfeit their right to submit punch list items. A final punch list of items to be completed or repaired will be prepared as a result of this walk through. Any item not included on the final "punch list" will not be the responsibility of the Seller unless it is covered by the Seller's Warranty.

**10. Shop Drawings and Non-standard Shielding.** Preparation of shop drawings will not commence until after the signed contract has been delivered to Seller. Production will not commence until Seller receives approved shop drawings. Field measured, tempered glass (non-standard sizes) may require an additional 3-4 weeks for delivery after completion of installation. Any field measured tempered glass to be installed by purchaser.

**11. Polyethylene.** All polyethylene used to manufacture the rink shall be virgin material. All colors shall match within manufacturer's tolerance. Seller will not be responsible for replacing polyethylene that conforms to manufacturer's color tolerance. During manufacturing, all panels shall have the polyethylene overhang past the frame a minimum of 1/16" on each end to allow for contraction of the material due to temperature change in the field. Seller shall not be responsible for material contraction gaps between panels due to temperature change if it adheres to these manufacturing requirements.

**12. Material Check-in.** (Installation supervision and supply only contracts) The Purchaser shall be responsible to verify the shipment for quantities and any damage caused from shipping for jobs that include installation supervision or are supply only. Any quantity variances and/or damage must be noted and reported to the Project Manager by filling out the Material Check-in Form and faxing it to the Project Manager. Missing/damaged items must be reported within 24 hours of receipt to receive credit. All boxes will be clearly marked by the Seller. The Ship list will clearly identify the contents and quantities of the shipment. It is the responsibility of the Purchaser to verify that all box numbers in the hardware crate are accounted for, not to open and count each individual item in a box. The Purchaser must count anything that is not boxed.



## 3 YEAR LIMITED WARRANTY

1. **What Is Covered By This Limited Warranty** - Becker Arena Products, Inc. ("BAP") warrants to the original purchaser ("Purchaser") that the BAP system (the "System") that is subject of this sale (a) conforms to BAP's published specifications and (b) is free from defects in material or workmanship. This warranty is not transferable by Purchaser, including any transfer by operation by law. The duration of this warranty is one year from the date of delivery to the original Purchaser. In the event of any claim of defect during the warranty period, Purchaser shall promptly notify Seller in writing of the claimed defect. Within a reasonable time after such notification Purchaser shall provide Seller full access to the products to inspect, repair, and/or replace the products in question. Seller's sole obligation shall be to correct any actual defect by repair, replacement, or adjustment as determined in Seller's sole discretion. In no event shall notification be effective if received by BAP later than 37 months from date of delivery of the System. These remedies are Purchaser's **exclusive** remedies for breach of warranty. BAP is under no obligation to honor this limited warranty during any time in which Purchaser is in default in its obligations to BAP.
2. **What Is Not Covered By This Warranty** – BAP does not warrant (a) any product, component or parts not manufactured by BAP, (b) defects caused by failure to provide a suitable installation environment for the System, (c) defects caused by failure to follow BAP's System maintenance schedule, (d) damage caused by use of the System for purposes other than those for which it was designed, (e) damage caused by a disaster such as fire, flood, wind or lightening, (f) damaged caused by unauthorized attachments or modifications to the System, (g) damage during shipment, or (h) any other abuse or misuse by Purchaser or the System.
3. **Disclaimer Of Warranty** – THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTIES FOUND UNDER ARTICLE 35(2)(a) AND (b) OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS 1980.
4. **Limitations Of Remedies** – In no case shall BAP be liable for any special, incidental or consequential damages based upon breach of warranty, breach of contract, negligence, strict tort or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of savings revenue, loss of use of System or any associated equipment, cost of capital, cost of any substitute equipment, facilities or service, downtime, the claims of third parties (including customers) and injury to property. This limitation does not apply to claims for personal injury. Some states do not allow limits on warranties or on remedies for breach in certain transactions. In such states, the limits in this Section 4 and in Section 3 above may not apply.
5. **Time Limit For Bringing Suit** – Any action for a breach of warranty must be commenced within 37 months following delivery of the System.
6. **No Other Warranties** – Unless modified in a writing signed by both parties, this agreement is understood to be the complete and exclusive agreement between the parties, superseding all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this agreement. No employee of BAP or any other party is authorized to make any warranty in addition to those made in this agreement.
7. **Allocation Of Risk** – This warranty allocates the risk of product failure between BAP and Purchaser. This allocation is recognized by both parties and is reflected in the price of the System. Purchaser acknowledges it has read this warranty, understands it and is bound by its terms.









## REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: August 14, 2017

**SUBJECT:** Consideration of a Resolution authorizing the City Manager to approve energy supply contracts with a one hundred percent renewable energy option.

**RECOMMENDATION/MOTION:** Council approves a Resolution authorizing the City Manager to approve energy supply contracts with a one hundred percent renewable energy option, and authorize the Mayor and City Clerk to execute the Resolution.

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

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

**BACKGROUND:** At the July 24, 2017 meeting, Council approved an agreement with The Stone River Group to provide energy brokerage services for the City of Bloomington for a three year period. Within a few days of this approval, The Stone River Group began coordinating an electric Municipal Aggregation contract which includes the City of Bloomington, Town of Normal, Village of Heyworth and about 10 other communities. The anticipated electric supply within this group will be substantial. In addition, the electric supply market is currently experiencing very low rates. The combination of these two factors should result in very competitive electric rates. In order to take advantage of this situation, The Stone River Group is planning an August 30<sup>th</sup> bid date for the group. The City's current Municipal Electric Aggregation contract expires on May 31, 2018. A contract executed from the August 30<sup>th</sup> bid will not take effect until June 2018. As previously indicated, the bids and new contract are being pursued now to take advantage of the large group buying power and current low rates.

The August 30<sup>th</sup> Municipal Electric Aggregation bid will include two supply options; (1) the State mandated renewable quantity, which is 13% for 2017 and (2) 100% renewable. These same options were included in the Town of Normal's current contract. As indicated in the attached Municipal Aggregation letter, Town of Normal residents were allowed to choose between one of the renewable options or opt out of the program completely. Staff recommend these options be included in this new contract since it satisfies the Council's 100% renewable directive and gives residents the ability to make informed choices which may have significant financial implications. Alternatively, Council can direct the City Manager to only execute a 100% renewable energy contract. This 100% renewable rate will be higher, but the large group buying power and current low rates should result in more competitive prices.

Due to the volatility of the energy market, prices can change in a matter of minutes. When The

Stone River Group brings this current municipal electric supply contract, it must be executed on the bid date which is currently scheduled for August 30<sup>th</sup>. The attached Resolution gives the City Manager authority to execute this contract. The City Council will be notified once a contract has been executed.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Stone River Group

**FINANCIAL IMPACT:** Execution of an energy supply contract provides lower energy costs than remaining on the open market and is in the best interest of the City. Energy costs are included in the current FY 2018 City budget.

**COMMUNITY DEVELOPMENT IMPACT:** Not Applicable

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Not Applicable

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Facilities Manager  
Reviewed by: Steve Rasmussen, Assistant City Manager  
Financial & budgetary review by: Carla A. Murillo, Budget Manager  
Legal review by: Jeffrey R. Jurgens, Corporation Counsel  
Recommended by:



David A. Hales  
City Manager

**Attachments:**

- Resolution
- Town of Normal Aggregation Letter

**RESOLUTION NO. 2017-**

**A RESOLUTION AUTHORIZING THE CITY MANAGER TO APPROVE AN  
ELECTRIC SUPPLY CONTRACT**

WHEREAS, the City of Bloomington has entered into an Agreement with The Stone River Group;  
and

WHEREAS, The Stone River Group will serve as the City's Consultant to obtain energy supply  
pricing; and

WHEREAS, The Stone River is not authorized to sign on the City's behalf any agreement  
and/or contract; and

WHEREAS, the Bloomington City Council has directed the City Manager to secure a municipal  
electric aggregation energy supply contracts with a one hundred percent renewable energy option;  
and

WHEREAS, it is in the best interest of the taxpayer that the City Manager of the City of  
Bloomington be authorized to sign the lowest energy supply contract with a one hundred percent  
renewable option.

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

SECTION ONE: The City Manager of the City of Bloomington, Illinois, is hereby authorized  
to execute and deliver and the City Clerk of the City of Bloomington, Illinois, is hereby authorized  
to attest to said execution of a contract with the lowest responsible bidder for the supply of  
energy with a one hundred percent renewable option, said execution and attestation to take place  
within the applicable time constraints required by the bidder.

SECTION TWO: This Resolution shall be effective immediately and shall remain in effect until  
September 30, 2017.

**PASSED this 14<sup>th</sup> day of August, 2017.**

**APPROVED this \_\_\_\_ day of August, 2017.**

**CITY OF BLOOMINGTON**

**ATTEST**

\_\_\_\_\_  
Tari Renner, Mayor

\_\_\_\_\_  
Cherry Lawson, C.M.C., City Clerk

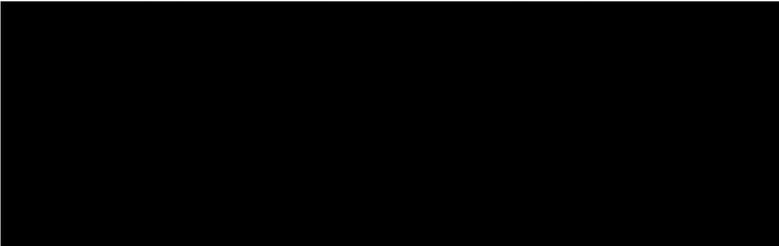


**Don't miss this chance to join  
The Town of Normal Municipal  
Aggregation Electricity Program.**

**DO NOT DISCARD:**

Important Electricity Aggregation Information Enclosed.

**ACTION TO OPT-IN REQUIRED BY MAY 4, 2016.**



This notification is in regards  
to your electric service at:



April 13, 2016

Dear [Redacted]

The Town of Normal has selected Constellation Energy Service, Inc. ("Constellation") as the preferred supplier for its Municipal Aggregation Electricity Program. This includes a 24 month program that offers a fixed rate of 5.765¢ per kWh for the term of June 2016 through June 2018 meter read cycles. The fixed price offered does not include taxes, Ameren distribution or other Ameren fees, charges or credits. A 100% renewable energy option, backed with national wind renewable energy credits, is also available at a fixed rate of 5.875¢/kWh for the same term through Constellation's call center at the phone number listed below.

**Join your neighbors and small business owners in this community buying program.**

The Town of Normal has worked with Constellation to negotiate a low group rate for its residents and business owners. This means that you can get a cost-effective electricity supply from one of the largest retail electricity suppliers in the country. To find out more about Constellation and the program, please look over the enclosed General Terms and Conditions.

This notice is informational only. Your electric utility has informed us that you are currently served or have chosen to be served by a competitive retail electric supplier. If you want to continue to receive service from your chosen supplier, you do not need to take any additional action. Consult your contract or contact your chosen supplier for further details if you have questions about your contract, including whether you have a cancellation fee for early termination.

**Choose one of two easy ways to enroll for your new low electricity rate.**

To take part in the program, we must receive your response in one of two ways by May 4, 2016 as described below.

1. **Web:** Visit [www.constellation.com/il-normal](http://www.constellation.com/il-normal) and enter your personal code [Redacted]

2. **Phone:** Call Constellation at 1-844-278-2501.

**To learn more:**  
 **Visit us online at**  
[constellation.com/  
il-normal](http://constellation.com/il-normal)

 **Call 1-844-278-2501**  
24 hours a day, 365 days a year

We believe you will find the program a great benefit for you and the community. Please take a few minutes to consider and enroll.

Sincerely,

Mark Peterson,  
City Manager  
Town of Normal

Bruce Stewart,  
Chief Marketing Officer  
Constellation