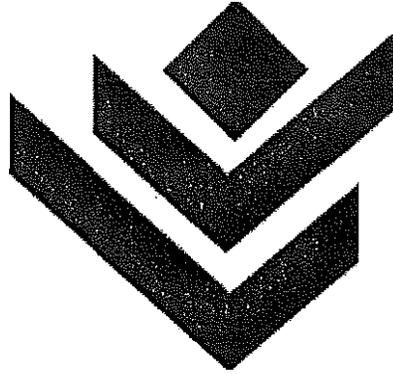




CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
NOVEMBER 13, 2017



## **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, NOVEMBER 13, 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. Presentation of the Citizen Beautification Award to the following: Carlo Robustelli and Emily Kelhan, Kenneth and Janet Martin, John Hendricks, Maria Barnes, Apolinar Huerta-Ramos, Robert Wallace, Carolyn Butlet, Jerry and Ann Cunningham, Girl Friday – Stacy Winkler, First Christian Church, Downtown Murals/Downtown Bloomington Association, Tricia Stiller, and Calhoon Architectural Metals – Gary Calhoon.
  - B. Presentation of the City of Bloomington Police Department Police Officer’s Commission Certificate to the following Officers who have completed probation: Kenneth M. Nowatski, Logan M. Fosdick, Katelyn B. Stinson, and Brandon M. Finke.
- 6. Public Comment**
- 7. “Consent Agenda”**

*(All items under the Consent Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Council Member, City Manager or Corporation Counsel so requests, in which event, the item will be removed from the Consent Agenda and considered in the Regular Agenda, which is Item #8.*

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**NOTE:** Action may be taken by the City Council on the agenda’s action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

*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 October 23, 2017 Regular City Council 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 \$ 6,905,368.00. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$6,905,368.00 and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Ratification of Contract with PBPA, Unit 21 Patrol Officers. *(Recommend the Contract be ratified.)*
- D. Consideration of approving an Intergovernmental Agreement with District 87 for the Provision of Salt during 2017/2018 Winter Season at a cost of \$52.44 per ton. *(Recommend the Agreement be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of approving an extension of Fuel Contract with Evergreen FS for Fleet Vehicles and Equipment. *(Recommend the Fuel Purchasing Agreement with Evergreen FS be extended for one (1) year, the Interim City Manager and City Clerk be authorized to execute the necessary documents and the Purchasing Agent authorized to issue a Purchase Order for same.)*
- F. Consideration of approving the issuance of a Purchase Order in the amount of \$175,988.15 to CDWG, Inc. from the State of Illinois Department of Central Management Services (CMS) Joint Purchasing Contract (CMS69451150) for Microsoft Enterprise Agreement licensing. *(Recommend Council approve a Purchase Order to CDWG, Inc. for the 2016 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City's Microsoft licensing, in the amount of \$175,988.15 from the State of Illinois Department of Central Management Services (CMS649451150), the Interim City Manager and City Clerk be authorized to sign the necessary documents, and the Procurement Manager be authorized to issue the purchase order.)*
- G. Consideration of rejecting a bid from Stark Excavating, Inc. for Dam Repairs at Evergreen Lake and Lake Bloomington (Bid # 2018-15). *(Recommend that the bid from Stark Excavating, Inc. for Dam Repairs at Evergreen Lake and Lake Bloomington be rejected and staff authorized to rebid the project.)*

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- H. Consideration of adopting an Ordinance and the associated agreement for the Jurisdictional Transfer of a portion of Fox Creek Road between Oakland Avenue and Savanna Drive from Bloomington Township to the City of Bloomington. *(Recommend 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 0.08 miles west of Savanna Drive at the corporate limit of Bloomington heading easterly 0.03 miles to the corporate limit of Bloomington and that the Mayor and City Clerk be authorized to execute the necessary documents.)*
- I. Consideration of adopting an Ordinance approving petition(s) from SEP Bloomington, L.L.C. for the vacation of a 15’ sanitary sewer easement and a 15’ utility easement, and dedication of a 10’ utility easement and a 5’ utility easement, located north of Empire Street and west of Royal Pointe Drive (2502 E. Empire). *(Recommend the Ordinance be passed approving the easement vacation & dedication plat and that the Mayor and City Clerk be authorized to sign the necessary documents.)*
- J. Consideration of adopting an Ordinance approving a petition from F.O.B. Development Inc. for the reinstatement of preliminary plan entitled “Empire Business Park Preliminary Plan” for 34.90 acres located at the northeast corner of Route 9/Empire St and Airport Rd, with revisions dated October 23, 2017. *(Recommend the Ordinance be adopted approving a petition from F.O.B. Development Inc. for the reinstatement of preliminary plan entitled “Empire Business Park Preliminary Plan” for 34.90 acres located at the northeast corner of Route 9/Empire St and Airport Rd, with revisions dated October 23, 2017, and that the Mayor and City Clerk be authorized to sign the necessary documents.)*
- K. Consideration of adopting an Ordinance approving a petition from F.O.B. Development Inc. for a final plat Empire Business Park Eighth Addition, located east of Airport Road, south of Cornelius Drive, and north of Empire Street. *(Recommend the Ordinance be passed approving the final plat for Empire Business Park Eighth Addition subject to the petitioner paying the required tap-on fees and that the Mayor and City Clerk be authorized to sign the necessary documents.)*

## **8. “Regular Agenda”**

- A. Consideration of an Amendment to Extend the Professional Management Services of VenuWorks to the Bloomington Center for the Performing Arts. *(Recommend the Amendment to the VenuWorks Agreement for Professional Management Services be approved and the Mayor and City Clerk be authorized to execute the Amendment.) (Presentation by Lynn Cannon, Executive Director, Grossinger Motors Arena 5 minutes, Council discussion 10 minutes.)*

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- B. Consideration of adopting a Resolution designating Alderman Diana Hauman as the official voting delegate for the City of Bloomington at the National League of Cities Annual Business Meeting. *(Recommend the resolution be adopted designating Alderman Diana Hauman as the official voting delegate for the City of Bloomington at the National League of Cities Annual Business Meeting, and authorize the Mayor and City Clerk to execute the necessary document.) (Council discussion 10 minutes)*
  
- C. Consideration of Analysis of Proposals and Approval of the FY 2018 CCTV Sewer Inspection Contract, City Bid No. 2018-19 being awarded to Visu-Sewer of Illinois in the amount of \$100,000. *(Recommend the prices from Visu-Sewer of Illinois be accepted, and the contract be awarded in the amount up to \$100,000.00 and the Interim City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 10 minutes.)*
  
- D. Consideration of Analysis of Bids and Approval of the FY 2018 Sewer Rehabilitation Contract, City Bid No. 2018-20 being awarded to Hoerr Construction, Inc. in the amount of \$550,000. *(Recommend the unit prices from Hoerr Construction, Inc. for the Base Bid and Alternate Bids A1, B and C be accepted, and a contract awarded in the amount up to \$550,000.00, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 10 minutes.)*

**9. City Manager’s Discussion**

**10. Mayor’s Discussion**

**11. City Aldermen’s Discussion**

**12. Executive Session**

**13. Adjournment**

**14. Notes**

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**NOTE:** Action may be taken by the City Council on the agenda’s action items (those items listed on the Consent Agenda and Regular Agenda) beyond the motions listed and/or staff recommendations. Ordinances and resolutions listed on the agenda may further be amended and/or revised prior to adoption by the City Council. No action will be taken if the agenda item is listed as only informational.

# RECOGNITIONS



Council Date: November 13, 2017

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

### Recognition/Appointments

- A. Presentation of the Citizen Beautification Award to the following: Carlo Robustelli and Emily Kelhan, Kenneth and Janet Martin, John Hendricks, Maria Barnes, Apolinar Huerta-Ramos, Robert Wallace, Carolyn Butlet, Jerry and Ann Cunningham, Girl Friday – Stacy Winkler, First Christian Church, Downtown Murals/Downtown Bloomington Association, Tricia Stiller, and Calhoon Architectural Metals – Gary Calhoon.
  
- B. Presentation of the City of Bloomington Police Department Police Officer’s Commission Certificate to the following Officers who have completed probation: Kenneth M. Nowatski, Logan M. Fosdick, Katelyn B. Stinson, and Brandon M. Finke.



# BEAUTIFICATION AWARDS 2017 NOMINATION FORM

The Citizens' Beautification Committee of Bloomington invites you to participate in our annual Beautification Awards. This program recognizes residential and nonresidential property owners within the City of Bloomington who make a positive contribution or improvement to Bloomington's appearance through dedication and efforts towards the landscaping, architecture, and maintenance of their property.

Complete this form and email to [info@cityblm.org](mailto:info@cityblm.org) or mail to:

Citizens Beautification Committee  
City of Bloomington  
PO Box 3157  
Bloomington, IL 61702-3157

**Multiple nominations are welcome, please use a separate form for each nomination.  
Address must be within the Bloomington city limits.**

Category:     Residential         Non-Residential

Property Owner's Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Property Owner's Telephone and/or E-mail: \_\_\_\_\_

Why are you nominating this property? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Your Telephone and/or E-mail: \_\_\_\_\_

**Nominations will be taken through June 23, 2017. Awards will  
be presented at a late summer City Council meeting.**

Voter	House 1	House 2	House 3	House 4	House 5	House 6	House 7	House 8	House 9	House 10	House 11
1	0	5	0		8	8	6	6	5	8	8
2	0	4	0	0	1	10	5	7	10	9	9
3	0	1	0	0	7	6	4	6	6	0	6
4	0	4	0	0	2	8	4	6	5	7	4
5	0	5	0	0	7	6	6	6	6	6	7
6	0	2	0	0	5	7	7	0	0	8	6
7	0	0	0	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0	0	0	0
10	0	0	0	0	0	0	0	0	0	0	0

Total      0      21      0      0      30      45      32      31      32      38      40

House 12	House 13	House 14	House 15	House 16	House 17	House 18	House 19	House 20	House 21	House 22
8	9	8	8	7	7	8	8	9	8	0
9	9	5	4	5	0	8	8	8	5	0
6	8	6	5	7	7	7	6	7	7	0
5	6	4	4	6	4	6	7	7	4	0
5	8	8	7	8	7	7	7	9	7	0
7	8	4	4	4	5	6	6	8	6	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0

40      48      35      32      37      30      42      42      48      37      0

House 23	House 24	House 25	House 26	House 27	House 28	House 29	House 30	House 31	House 32	House 33
8	8	8	0	8	7	9	8	7	8	8
9	9	7	0	8	8	8	8	7	9	8
8	6	6	0	6	5	6	5	4	8	5
8	8	7	0	7	6	7	4	6	9	8
10	8	8	0	8	9	8	7	7	9	7
0	6	7	0	6	8	8	6	6	10	5
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0

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43      45      43      0      43      43      46      38      37      53      41

House 34	House 35	House 36	House 37	House 38	House 39	House 40	House 41	House 42	House 43	House 44
7	7	0	7	6	8	8	7	9	0	0
7	6	0	4	2	5	2	5	10	0	0
4	7	0	4	4	6	6	7	9	0	0
6	8	0	7	6	10	6	9	7	0	0
4	8	0	8	5	7	4	8	9	0	0
4	9	0	8	7	8	9	9	9	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0

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32      45      0      38      30      44      35      45      53      0      0

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**Meeting Agenda**  
**Osborn Room Bloomington Police Station**  
**, Bloomington, IL**

**Thursday, August 10, 2017, 6:00 pm**

1. Call to Order
2. Roll Call
3. Public Comment
4. Review and discuss vote sheets from beautification award drive around.
5. Adjournment

The next committee meeting will be Thursday, August 17, 2017, 6 pm at the Bloomington Police station, 305 S. East St.

City of Bloomington



Police Department

## Police Officer's Commission

By authority of the Board of Fire and Police Commissioners  
of the City of Bloomington,  
in the County of McLean, and State of Illinois,  
We do hereby certify that

**Brandon M. Finke**

Having been duly sworn  
was appointed and commissioned a

**Police Officer**

On

the fourth of April, two thousand and sixteen.  
As Evidence thereof, we set our hand and seal

Cari Renner  
Mayor



Brendan O. Meffner  
Chief of Police

Dean Messinger  
Chairman

Cherry Lawson  
City Clerk

City of Bloomington



Police Department

## Police Officer's Commission

By authority of the Board of Fire and Police Commissioners  
of the City of Bloomington,

in the County of McLean, and State of Illinois,

We do hereby certify that

# Katelyn B. Stinson

Having been duly sworn  
was appointed and commissioned a

## Police Officer

On

the twenty-third of May, two thousand and sixteen.

As Evidence thereof, we set our hand and seal

Handwritten signature of Cari Renner in black ink.

Cari Renner  
Mayor



Handwritten signature of Brendan O. Heffner in black ink.

Brendan O. Heffner  
Chief of Police

Handwritten signature of Dean Messinger in black ink.

Dean Messinger  
Chairman

Handwritten signature of Cherry Lawson in black ink.

Cherry Lawson  
City Clerk

City of Bloomington



Police Department

## Police Officer's Commission

By authority of the Board of Fire and Police Commissioners  
of the City of Bloomington,  
in the County of McLean, and State of Illinois,  
We do hereby certify that

**Logan M. Fosdick**

Having been duly sworn  
was appointed and commissioned a

## Police Officer

On

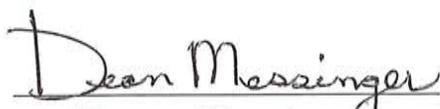
the fourth of April, two thousand and sixteen.  
As Evidence thereof, we set our hand and seal



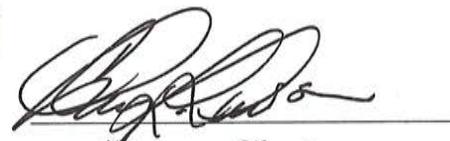
Cari Renner  
Mayor



Brendan O. Heffner  
Chief of Police



Dean Messinger  
Chairman



Cherry Lawson  
City Clerk

City of Bloomington



Police Department

## Police Officer's Commission

By authority of the Board of Fire and Police Commissioners  
of the City of Bloomington,  
in the County of McLean, and State of Illinois,  
We do hereby certify that

# Kenneth M. Nowatski

Having been duly sworn  
was appointed and commissioned a

## Police Officer

On

the fourth of April, two thousand and sixteen.  
As Evidence thereof, we set our hand and seal

A handwritten signature in black ink, appearing to read "Cari Kenner".

Cari Kenner  
Mayor



A handwritten signature in black ink, appearing to read "Brendan D. Heffner".

Brendan D. Heffner  
Chief of Police

A handwritten signature in black ink, appearing to read "Dean Messinger".

Dean Messinger  
Chairman

A handwritten signature in black ink, appearing to read "Cherry Lawson".

Cherry Lawson  
City Clerk

# CONSENT AGENDA



**CONSENT AGENDA ITEM NO: 7A**

FOR COUNCIL: October 23, 2017

**SUBJECT:** Consideration of approving the Minutes of the October 9, 2017 Regular City 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 that reads "Steve Rasmussen".

Steve Rasmussen  
Interim City Manager

**Attachments:**

- October 9, 2017 Regular City Council Meeting Minutes

**SUMMARY MINUTES  
 PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
 OF BLOOMINGTON, ILLINOIS  
 MONDAY, October 23, 2017; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, October 23, 2017.

The Meeting was called to order by Mayor Renner.

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

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; Patti-Lynn Silva, Finance Director; Brendan Heffner, Chief of Police; Brian Mohr, Fire Chief, Scott Sprouls, IS Director, Nicole Albertson, Human Resource Director; Jim Karch, Public Works Director; Bob Yehl, Water Director; and other City staff were also present.

**Recognition/Appointments**

- A. Recognition of Achievement to Colleen Winterland for earning a Certification from the Illinois Public Service Institute; American Public Works Association – Illinois Chapter.
- B. Appointment of Mark Muehleck to the Planning Commission.
- C. Appointment of the following individuals to the Public Safety and Community Relations Board William Bennett, Robert Bosquez, Surena Fish, Janet Lancaster, Sally Rudolph, Arthur Taylor, and Jeffery Woodard.

**Public Comment**

Angela Scott	Leon Kaeb	Lee Eutsey
Doug Rutter	Aaron LeNeve	Scott Stimeling
Donna Bolen	Judy Stearns	

## 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 Hauman and seconded by Alderman Bray that the Consent Agenda be approved, with the exception of Item No. 7H.**

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

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

**Nays: None**

**Motion carried.**

The following was presented:

Item 7A: Consideration of approving the Minutes of the October 9, 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 \$ 6,912,197.33. *(Recommend that the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$ 6,912,197.33 and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C: Consideration of Approving Various Appointments to Boards and Commissions. *(Recommend Mark Muehleck be appointed to the Planning Commission and that William Bennett, Robert Bosquez, Surena Fish, Janet Lancaster, Sally Rudolph, Arthur Taylor, and Jeffery Woodard be appointed to the Public Safety and Community Relations Board.)*

The following was presented:

Item 7D: Consideration of a Resolution approving waiving the bidding that identifies Helena Chemical as a single source distributor, and enter into an Early Order Program for procurement of Syngenta, BASF, Bayer, Nufarm (the manufacturers) golf course chemicals and fertilizer products utilized in the management of turf-grass maintenance. *(Recommend approving a Resolution waiving the bidding requirements which identifies Helena Chemical as the local distributor for these products the Parks, Recreation and Cultural Arts Department to participate in the Syngenta, BASF, Bayer and Nufarm*

chemicals “early order discount program” for golf turf grass management for the 2018 golf season (City Fiscal Year 2019), and, further authorize the Mayor and City Clerk to execute the necessary documents.)

RESOLUTION NO. 2017 – 41

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF SYNGENTA, BASF, BAYER AND NUFARM CHEMICALS AND FERTILIZERS FROM HELENA CHEMICALS.

The following was presented:

Item 7E: Consideration of approving the purchase of Axon Taser conducted energy weapons to retire out of warranty weapons as a limited source justification. *(Recommend approving the purchase of 125 Axon Taser X2’s from Axon in the amount of \$181,168.75 over five (5) years be approved as a limited source, and the Purchasing Agent be authorized to issue a purchase order for same.)*

The following was presented:

Item 7F: Consideration of a Resolution approving a bid waiver to enter into an agreement with AccuMed Ambulance Billing Service. *(Recommend approving a Resolution authorizing waiving the Technical Bidding Requirements and approve the Agreement with AccuMed Billing Services for ambulance billing services, and authorize the Mayor and City Clerk to execute the necessary documents.)*

RESOLUTION NO. 2017 – 42

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE AGREEMENT WITH ACCUMED BILLING SERVICES.

The following was presented:

Item 7G: Consideration of review and approval of funding stabilization installation work at Lakes Evergreen and Bloomington, that includes stretches of reservoir shoreline near the Pump House at Evergreen Lake and near the Davis Lodge on Lake Bloomington, and tributary streambank in the T3 area through the City’s Intergovernmental Agreement with McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District. *(Recommend approving the proposal for the Evergreen Lake Pump House, T3 tributary streambank area, and Davis Lodge at Lake Bloomington stabilization project through the Watershed Conservation Intergovernmental Agreement that the project be approved in the amount of \$162,029.60, and the Procurement Manager be authorized to issue a purchase order.)*

The following was presented:

Item 7H: Consideration of an Ordinance Amending Chapter 29 of the Bloomington City Code to Codify a Taxicab/TNC Vehicle Stand and Amending Provisions of said Chapter Pertaining to On-Street Accessible Parking Locations and Streets with Truck Traffic Prohibited. *(Recommend an Ordinance be Adopted to Codify a Taxicab/TNC Vehicle Stand and Amending Provisions of said Chapter Pertaining to*

*On-Street Accessible Parking Locations and Streets with Truck Traffic Prohibited be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Pulled from the Consent Agenda for discussion)*

ORDINANCE NO. 2017-87

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 29  
TO CODIFY A TAXICAB/TNC VEHICLE STAND AND AMENDING PROVISIONS OF SAID CHAPTER  
PERTAINING TO ON-STREET ACCESSIBLE PARKING STALL LOCATIONS AND STREETS WITH  
TRUCK TRAFFIC PROHIBITED

The following was presented:

Item 7I. Consideration of approving an Ordinance prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method in a defined area near 802 North Main Street, Bloomington, Illinois. *(Recommend the Ordinance prohibiting the use of groundwater as a potable water supply by the installation or use of potable water supply wells or by any other method in a defined area near 802 North Main Street, Bloomington, Illinois and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2017-88

AN ORDINANCE PROHIBITING THE USE OF GROUNDWATER  
AS A POTABLE WATER SUPPLY BY THE INSTALLATION OR USE OF  
POTABLE WATER SUPPLY WELLS OR BY ANY OTHER METHOD IN A DEFINED AREA  
NEAR 802 NORTH MAIN STREET, BLOOMINGTON, ILLINOIS

The following was presented:

Item 7J: Consideration of an Ordinance approving a Zoning Map amendment for 1611 N. Hershey Road from C-2 Neighborhood Shopping District to B-2 General Business Service District. *(Recommend an Ordinance approving a Zoning Map amendment for 1611 N. Hershey Road from C-2 Neighborhood Shopping District to B-2 General Business Service District be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2017 - 89

AN ORDINANCE APPROVING THE ZONING MAP AMENDMENT FOR 1611 N. HERSHEY  
ROAD FROM C-2, NEIGHBORHOOD SHOPPING DISTRICT, TO  
B-2, GENERAL BUSINESS SERVICE DISTRICT

The following was presented:

Item 7K: Consideration of approving Ordinances from RHP Investments, L.L.C., for the vacation of an existing Final Plat and approval of a replacement Final Plat for the Eagle View South Commercial Subdivision located east of Towanda Barnes Road and north of General Electric Road. *(Recommend that*

*an Ordinance Approving the Vacation of the Public Streets and Easements in Eagle View South Commercial Subdivision and the subsequent Ordinance Approving the Re-subdivision of Eagle View South Commercial Subdivision both be approved and the Mayor and Clerk be authorized to sign the corresponding documents.)*

ORDINANCE NO. 2017 - 90

AN ORDINANCE APPROVING THE FINAL PLAT FOR THE RESUBDIVISION OF EAGLE VIEW SOUTH COMMERCIAL SUBDIVISION

ORDINANCE NO. 2017 - 99

AN ORDINANCE APPROVING THE VACATION OF THE PUBLIC STREETS AND EASEMENTS IN EAGLE VIEW SOUTH COMMERCIAL SUBDIVISION

The following was presented:

Item 7L: Consideration of Suspending the Ordinance to Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 to allow moderate consumption of alcohol at Davis Lodge for the wedding reception request of Alan Burton and Chelsea Wiser on October 28, 2017. *(Recommend 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 October 28, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2017 - 91

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 OCTOBER 28, 2017 AT DAVIS LODGE

The following was presented:

Item 7M: Consideration of Suspending the Ordinance to Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 to allow moderate consumption of alcohol at Miller Park Pavilion for the wedding reception request of Jason Bader and Lydia Reitz on November 11, 2017. *(Recommend 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 Miller Park Pavilion on November 11, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2017 - 92

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 NOVEMBER 11, 2017 AT MILLER PARK PAVILION

The following was presented:

Item 7N: Consideration of Suspending the Ordinance to Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 to allow moderate consumption of alcohol at Davis Lodge for the wedding reception request of Jake Carls and Molly Davis on November 11, 2017. *(Recommend 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 November 11, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2017 - 93

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 NOVEMBER 11, 2017 AT DAVIS LODGE

The following was presented:

Item 7O: Consideration of Suspending the Ordinance to Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 to allow moderate consumption of alcohol at Davis Lodge for the wedding reception request of Jeremy Baker and Sara Bailey on November 18, 2017. *(Recommend 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 November 18, 2017 be approved, and that the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2017 - 94

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 NOVEMBER 18, 2017 AT DAVIS LODGE

The following was presented:

Item 7H: Consideration of an Ordinance Amending Chapter 29 of the Bloomington City Code to Codify a Taxicab/TNC Vehicle Stand and Amending Provisions of said Chapter Pertaining to On-Street Accessible Parking Locations and Streets with Truck Traffic Prohibited. *(Recommend an Ordinance be Adopted to Codify a Taxicab/TNC Vehicle Stand and Amending Provisions of said Chapter Pertaining to On-Street Accessible Parking Locations and Streets with Truck Traffic Prohibited be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Pulled from the Consent Agenda for discussion)*

ORDINANCE NO. 2017-87

AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 29  
TO CODIFY A TAXICAB/TNC VEHICLE STAND AND AMENDING PROVISIONS OF SAID CHAPTER  
PERTAINING TO ON-STREET ACCESSIBLE PARKING STALL LOCATIONS AND STREETS WITH  
TRUCK TRAFFIC PROHIBITED

Mayor Renner wanted clarification on the changes that are coming forward under Chapter 29 pertaining to the bus locations downtown, and he had suggested that there were Bob's Blue Night was given some special attention.

Assistant Police Chief Ken Bays stated that was inaccurate and explained that he had spoken with the sergeant who is in charge of the detail to inquire about how Bob's Blue Night accesses the parking lot.

**Motion by Alderman Black and seconded by Alderman Mwilambwe that an Ordinance be adopted to Codify a Taxicab/TNC Vehicle Stand and Amending Provisions of said Chapter Pertaining to On-Street Accessible Parking Locations and Streets with Truck Traffic Prohibited be adopted, 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 Painter, Mathy, Sage, Mwilambwe, Buragas, Schmidt, Black, Hauman and Bray.**

**Nays: None**

**Motion carried.**

## **Regular Agenda**

The following was presented:

Item 8A: Consideration of a Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road. *(Recommend the Motor Fuel Tax Resolution for an additional \$900,000 for intersection design, plans, construction documents, right-of-way, utility relocation, and construction for intersection of Towanda Barnes Road and Ireland Grove Road be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 10 minutes.)*

Mr. Karch stated this intersection has been brought to you in September of 2016. There were some preliminary discussions and an intergovernmental agreement that we talked about whenever we are trying to solve what is considered to be the worst crash rate intersection for McLean County.

Mayor Renner asked for clarification as we are not talking about the worst anywhere in the City of Bloomington, just outside of Bloomington and Normal in areas that are lightly populated.

Mr. Karch stated, this would not be within the City of Bloomington's top ten crash rate intersections, but for the County outside of the City of Bloomington, that is correct. When we first discussed this in 2016, that was before we had to comply with a lot of different Motor Fuel Tax intersection design City requirements and were hoping to be able to make this intersection a lot easier to be able to solve some of the traffic concerns that we were seeing.

Alderman Mwilambwe asked about the impact on the intersection of Ireland Grove and Stride Drive, and stated he had received a number of concerns about that.

Alderman Black stated one of the things he tries to do when prioritizing projects is to review the comments from the public feedback. He would rather see some of that \$700,000 that we have already budgeted and potentially up to \$900,000 and go towards multiple projects that we could do throughout our community that make a big impact and stated he would be voting no on this.

Alderman Schmidt state she had been receiving a lot of negative feedback on this and was inclined to make a motion to send this back to our own Transportation Commission.

Alderman Painter asked Mr. Karch to explain what the City could spend most fuel tax money and wanted to know if it could be used to repave our roads.

Mr. Karch responded, traditionally the City of Bloomington has utilized motor fuel tax for our larger infrastructure jobs, but there are a lot of things the City can use Motor Fuel Tax funds on and stated that it could be used to repave road in the City.

Alderman Mathy asked Mr. Karch if knew how many of the crashes were caused by people who were speeding on that road. Mr. Karch replied that he did not know.

Alderman Mathy wondered if this was an overreaction and if there were things we could do like flashing signs that say there is congestion ahead to try to get people to slow down and raise awareness of what we are doing because this is a lot of money to spend on the fringe of the community.

Alderman Bray stated that she felt when talking about public safety and our roads, this is infrastructure. This is the priority. If we need to do things to slow down the speed limit through there, then perhaps that is something we need to do. She added that she would be supportive of sending this back but at the same time, did not see this as some kind of a luxury non-need when again we have heard time and again from our citizens that they prioritize infrastructure and this is it.

Alderman Mwilambwe referenced Alderman Schmidt's proposal to send it back to the Transportation Committee and wanted to be sure in terms of timelines. He echoed what Alderman Bray said in terms of infrastructure and safety because looking at the crash data, we have had one fatality. If this happened to be a school bus, we would have a different conversation. It would include a lot more people so that is something we need to keep in mind, as well.

Jim Karch answered there was a joint intergovernmental meeting today where staff had an opportunity to speak with Chairman McIntyre and the Mayor. They were supportive of allowing some additional vetting of this. From a project perspective, we have discussed with the county engineer, we are still able to, and it is not definitive if it is not tonight.

Alderman Black questioned the motion that has been made. If this were to pass and it gets sent back to the Transportation Commission, what would their charter be to review and make a recommendation on what is presented or to come with alternatives to what has been presented? What does that do to the County's timeline? I do not want to vote on something without thinking about our governmental partners.

Mr. Karch stated, staff would add the item to the next agenda. It would be added to the November Transportation Commission agenda for discussion, and we would ask for them to take some action on it so we can bring that back to the Council for some additional discussion in the next 30, 60 to 90 days.

Mr. Hales stated, it would be helpful for the Transportation Commission to receive a copy of the engineering report that was done and for them look at other City of Bloomington intersections and show the comparative crash data on an annual basis.

Alderman Black recommended including the Transportation Commission bids from the County that were provided.

Alderman Mathy commented that he would like to see some information on what the additional ongoing maintenance costs of doubling the size of the intersection would be.

**Motion by Alderman Schmidt seconded by Alderman Mathy to send this item to the City of Bloomington Transportation Commission to review the engineering report and understand the safety issues regarding Towanda Barnes and Ireland Grove Roads intersections, review the City of Bloomington interactions and compare the five year crash data as well as cost factors for ongoing maintenance of these roads.**

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

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

**Nays: None**

**Recuse: Alderman Amelia Buragas**

**Motion carried.**

The following was presented:

Item 8B: Consideration of an Ordinance providing for the City to petition to annex certain properties located in the City of Bloomington into the Bloomington Normal Water Reclamation District. *(Recommend an Ordinance providing for the City to petition the Bloomington Normal Water Reclamation District to annex the City owned properties Ewing Park I, Ewing Park II and the adjacent City bridle path and further providing and allowing for certain other properties located in said area to join said Annexation Petition and that the Mayor and City Clerk be authorized to execute the necessary documents. (Presentation George Boyle, Assistant Corporation Counsel 5 minutes, Council discussion 10 minutes.)*

ORDINANCE NO. 2017- 95

AN ORDINANCE AUTHORIZING AN ANNEXATION PETITION FOR CERTAIN PROPERTIES LOCATED IN THE CITY OF BLOOMINGTON INTO THE BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT

Mr. Boyle stated that staff is recommending Council pass the ordinance allowing for the City to petition to annex certain city-owned properties known at Ewing Park I and II into the Bloomington Normal Water Reclamation District known as BNWRD. These properties receive BNWRD sanitary sewer services and the district by state law and its own ordinance is prohibited from providing sanitary sewer services to property that is outside of its boundaries and this would allow for those properties to continue to receive services.

Alderman Painter thanked Mr. Boyle stating this was her Ward, and it is long overdue.

**Motion by Alderman Painter seconded by Alderman Schmidt to an Ordinance providing for the City to petition the Bloomington Normal Water Reclamation District to annex the City owned properties Ewing Park I, Ewing Park II and the adjacent City bridle path and further providing and allowing for certain other properties located in said area to join said Annexation Petition 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 Painter, Mathy, Sage, Mwilambwe, Schmidt, Black, Hauman and Bray.**

**Nays: None**

**Recuse: Alderman Amelia Buragas**

**Motion carried.**

The following was presented:

Item 8C: Consideration of adopting an Ordinance Amending the City Code to rename “Planning and Code Enforcement” as the “Community Development Department” and to change the location for filing certain applications with the Community Development Department instead of the City Clerk. *(Recommend an Ordinance amending the City Code to rename “Planning and Code Enforcement” as the “Community Development Department” and to change the location for filing certain applications with the Community Development Department instead of the City Clerk be adopted, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by David Hales, City Manager 5 minutes, and Council discussion 10 minutes.)*

#### ORDINANCE 2017 – 96

AN ORDINANCE APPROVING A TEXT AMENDMENT TO THE CITY OF BLOOMINGTON ZONING CODE AND CITY CODE TO RENAME THE PLANNING AND CODE ENFORCEMENT DEPARTMENT AS THE COMMUNITY DEVELOPMENT DEPARTMENT AND TO CHANGE THE LOCATION FOR FILING CERTAIN APPLICATIONS WITH THE COMMUNITY DEVELOPMENT DEPARTMENT INSTEAD OF THE CITY CLERK

Mr. Hales stated this has been long overdue.

Katie Simpson stated this is pretty straightforward, changing the name from PACE to Community Development and then also bringing land use applications into the Community Development Department instead of the clerk's office.

**Motion by Alderman Hauman seconded by Alderman Buragas to an Ordinance amending the City Code to rename “Planning and Code Enforcement” as the “Community Development Department” and to change the location for filing certain applications with the Community Development Department instead of the City Clerk be adopted, 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 Painter, Mathy, Sage, Mwilambwe, Schmidt, Buragas, Black, Hauman and Bray.**

**Nays: None**

**Motion carried.**

The following was presented:

Item 8D: Discussion and Possible Action on an Ordinance Amending the City Code to Adopt Procedures on City Council Expenses and Reimbursements. *(Recommend an Ordinance Amending the City Code to Adopt Procedures on City Council Expenses and Reimbursements be approved and the Mayor and City Clerk be authorized to sign the ordinance.) (Council discussion 15 minutes.)*

#### ORDINANCE NO. 2017-97

#### AN ORDINANCE AMENDING THE CITY CODE TO ADOPT PROCEDURES ON CITY COUNCIL EXPENSES AND REIMBURSEMENTS

Mr. Rasmussen gave a short presentation on expense reimbursement policy and procedures and stated there were a few minor changes that were made that would be outlined in the Council memo.

**Motion by Alderman Sage seconded by Alderman Bray to approve an Ordinance Amending the City Code to Adopt Procedures on City Council Expenses and Reimbursements be approved and the Mayor and City Clerk be authorized to sign the ordinance.**

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

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

**Nays: None**

**Motion carried.**

The following was presented:

Item 8E: Discussion and action on an Ordinance Amending the City Code to Clarify Provisions on Public Comment. *(Recommend an Ordinance Amending the City Code to Clarify Provisions on Public Comment be approved and the Mayor and City Clerk be authorized to sign the ordinance.)*  
*(Presentation by Jeffrey Jurgens, Corporation Counsel 5 minutes, Council discussion 10 minutes.)*

#### ORDINANCE NO. 2017-98

#### AN ORDINANCE AMENDING THE CITY CODE TO CLARIFY PROVISIONS ON PUBLIC COMMENT

Mr. Jurgens presented a brief amendment to our public comment rules. We no longer use the City Council at City BLM email address to be able to communicate with all of the Council at once and so we have removed that provision from our rules.

Alderman Mathy asked why we removed that City Council at City BLM email address.

**Motion by Alderman Schmidt seconded by Alderman Painter to approve an Ordinance Amending the City Code to Clarify Provisions on Public Comment be approved and the Mayor and City Clerk be authorized to sign the ordinance.**

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

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

**Nays: None**

**Motion carried.**

#### **City Manager's Discussion**

Mr. Hales thanked Beth Oakley and other members of the City Manager's office for the preparation for the Citizen Volunteer Reception held last week. He also mentioned that with Tom Dabareiner's leaving, Steve Rasmussen will be serving as that interim Community Development Director until such time as we either come up with a full-time replacement or secure some other interim Community Development Director.

#### **Mayor's Discussion**

Mayor Renner thanked everyone for stepping up to the plate and does a lot of hard work that help not only the City, but the City Council, the Mayor, the Manager and staff. He thanked Mr. Hales and wished him the best of luck on his move to Joliet. He stated there would be a going-away party on November 7th.

### **City Aldermen's Discussion**

Alderman Hauman stated that over the past several weeks, the members of our City Council have been asked by many members of our community to address the negative actions and statements from Mayor Renner. The majority of Council members have chosen to write a formal letter to Mayor Renner that states our concerns and reaffirms our expectations, and we are delivering the letter to him this evening. A copy of the letter will be shared with the media.

Alderman Mwilambwe thanked Mr. Hales for personally being very helpful to him as a new Alderman and throughout his tenure and wished him the best of luck in Joliet.

Alderman Sage thanked Mr. Hales and stated it had been a real pleasure to have had the opportunity to work with him the past eight years.

### **Motion to enter into Closed Session Meeting**

**Motion by Alderman Schmidt seconded by Alderman Bray to enter into a Closed Session Meeting for the purpose of Personnel – Section (c) (1) of 5 ILCS 120/2).**

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

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

**Nays: None**

**Motion carried.**

**Executive Session – Personnel – Section 2(c) (1) of 5 ILCS 120/2 (30 mins.)**

### **Adjournment**

**Motion by Alderman Black seconded by Alderman Hauman adjourn the meeting. Meeting adjourned at 8:45 PM.**

**Motion carried. (Viva Voce)**

CITY OF BLOOMINGTON

ATTEST

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Tari Renner, Mayor

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Cherry L. Lawson, City Clerk



**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$6,905,368.00.

**RECOMMENDATION/MOTION:** That the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$6,905,368.00, 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 \$6,905,368.00 (Payroll total \$2,753,764.04, Accounts Payable total \$3,522,746.35, and Electronic Transfers total \$628,857.61).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Robert J. Nowak, Interim Chief Accountant

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is written in a cursive, flowing style.

Steve Rasmussen,  
Interim 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 November 13, 2017**

**PAYROLL**

Date	Gross Pay	Employer Contribution	Totals
10/20/2017	\$ 228,189.88	\$ 80,520.07	\$ 308,709.95
10/26/2017	\$ 1,408,996.37	\$ 373,652.33	\$ 1,782,648.70
10/27/2017	\$ 226,192.20	\$ 79,210.13	\$ 305,402.33
11/3/2017	\$ 227,881.97	\$ 79,526.78	\$ 307,408.75
10/19/2017-11/3/2017 Off Cycle Adjustments	\$ 41,817.14	\$ 7,777.17	\$ 49,594.31
<b>PAYROLL GRAND TOTAL</b>			<b>\$ 2,753,764.04</b>

**ACCOUNTS PAYABLE**

Date	Bank	Total
11/13/2017	AP General	\$ 2,866,680.54
11/13/2017	AP Comm Devel	\$ 8,345.46
11/13/2017	AP IHDA	\$ 403.50
11/13/2017	AP Library	\$ 53,394.02
11/13/2017	AP MFT	\$ 441,607.61
10/26/2017-11/7/2017	Off Cycle Check Runs	\$ 152,315.22
<b>AP GRAND TOTAL</b>		<b>\$ 3,522,746.35</b>

**PCARDS**

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

**WIRES**

Date Range	Total
7/31/2017-10/31/2017	\$ 628,857.61
<b>WIRE GRAND TOTAL</b>	
	<b>\$ 628,857.61</b>

<b>TOTAL</b>			<b>\$ 6,905,368.00</b>
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Respectfully,

Patti-Lynn Silva  
Finance Director



## CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: November 13, 2017

**SUBJECT:** Ratification of Contract with PBPA, Unit 21 Patrol Officers.

**RECOMMENDATION/MOTION:** That the Contract be 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 June 12, 2017, Unit 21 and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement that expired on April 30, 2017. 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:

**Term of Agreement.** 3 year agreement

**Wages.** General wage increases with retroactive pay as follows:

5/1/2017	2.5%	(Affecting FY 2018)
5/1/2018	2.5%	(Affecting FY 2019)
5/1/2019	2.5%	(Affecting FY 2020)

**Group Insurance.** The following changes were made to insurance:

- Parties agreed to amend the contract to remove the reference to the Wellness PPO or Wellness HMO.
- Increase the life insurance benefit from \$5,000 to \$50,000 (equal to the amount provided to other City employees).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** City Council and Unit 21.

**FINANCIAL IMPACT:**

The financial impact of the tentative agreements includes:

- Estimated labor cost of these wage increases during the term of the contract for full-time employees is approximately \$1,066,000:
  - FY 2018 additional costs of \$347K were not included in the total Police Full Time Salary Budget of \$12.8M located in account 10015110-61100. Stakeholders can locate this budget in the FY 2018 Budget Book titled “Adopted General Fund Budget” on page 268. However, Police vacancies have resulted in full time salary trends being approximately 3% under budget. It is therefore anticipated that vacancies will partially offset this increase.
  - FY 2019 additional costs of \$395K will be captured in the pending FY 2019 - 2023 budget.
  - FY 2020 additional costs of \$324K will be captured in the pending FY 2019 - 2023 budget.
- Life Insurance additional cost of \$6,200 annually for Unit 21 employees.
  - FY 2018 Budget is \$3,201 located in account 10015110-62110. Stakeholders can locate this budget in the FY 2018 Budget Book titled “Adopted General Fund Budget” on page 268. FY 2019 – 2023 additional costs will be included in the budget process.

**COMMUNITY DEVELOPMENT IMPACT:** *Not applicable*

**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

Financial & budgetary review by: Scott Rathbun, Sr. Budget Manager

Legal review by: Lisa Callaway, Engler, Callaway, Baasten and Sraga

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- Unit 21 Contract, May 1, 2017 – April 30, 2020

**AGREEMENT**

**Between**

**CITY OF BLOOMINGTON  
BLOOMINGTON, ILLINOIS**

**And**

**POLICE BENEVOLENT AND PROTECTIVE  
ASSOCIATION**

**UNIT NO. 21**

**MAY 1, 20~~14-17~~- APRIL 30, 20~~17-20~~**



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## **GLOSSARY**

Please infer the following definitions when reading this contract:

Chief of Police includes the appropriate designee in the Chief's absence

City Manager includes the appropriate designee in the Manager's absence

Human Resources Director includes the appropriate designee in the Director's absence

Day Monday through Friday inclusive

His/He/Him includes both male and female officers

Association President includes the appropriate designee in the President's absence

## **AGREEMENT**

This Agreement made and entered into this 1st day of May, 20~~14~~**17** by and between the CITY OF BLOOMINGTON, ILLINOIS (hereinafter referred to as the "City") and the POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION, UNIT NO. 21 (hereinafter referred to as the "Association"):

### **WITNESSETH:**

WHEREAS, it is the intent and purpose of this Agreement to promote and improve harmonious relations between the City and its officers; aid toward the economical and sufficient 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

Constitutions and laws of the State of Illinois, and Ordinances of the City of Bloomington,

NOW, THEREFORE, the parties agree as follows:

## **ARTICLE 1 RECOGNITION**

### **Section 1.1. Representation and Bargaining Unit.**

The City recognizes the Association as the sole and exclusive bargaining agent for all patrol officers employed by the City's Police Department, excluding sergeants, lieutenants, commanding officers, Chief of Police, clerical employees, part-time employees and all other employees of the City.

The parties agree that the historical pattern of bargaining permits probationary officers to be part of the bargaining unit for wages and insurance purposes only. The parties agree that in all other matters probationary officers are not and have not been included in the bargaining unit.

The length of the probationary period shall be 18 months from the initial date of hire.

### **Section 1.2. Seniority.**

The City shall maintain a seniority list noting the date of hire and current classification for each bargaining unit officer. The Union shall be provided a copy of the seniority roster

each six (6) months, on January 1 and July 1 of each successive year or upon request from the union. Any objection or change to be made to the seniority roster shall be made in writing to the other party within fifteen (15) days of the date of deliverance of the seniority roster or the roster shall stand approved as delivered.

Seniority shall be computed from the date of hire within the Department. In the event that more than one (1) person is hired on the same day, the person occupying the higher position on the original appointment list shall have the seniority.

Any officers laid off shall be laid off in inverse order of seniority on the Department. Officers so laid off shall be recalled in order of seniority.

## **ARTICLE 2 UNION SECURITY**

### **Section 2.1. Dues Check Off.**

Upon receipt of a signed authorization in the form set forth herein, the City will deduct from the pay of an officer covered by this Agreement the monthly dues in the amount payable by him as certified by the Association to the City. Deductions shall be made equally from earnings payable on the first and second paychecks of each month beginning with the first month immediately following the date of receipt

of such authorization. Such deduction shall be remitted to the Treasurer of the Association within fifteen (15) days after the deduction has been made. The authorization card shall be as follows:

**AUTHORIZATION FOR PAYROLL DEDUCTION  
TO: CITY OF BLOOMINGTON, ILLINOIS**

I hereby request and authorize you to deduct from my earnings the monthly Association membership dues established by the Police Benevolent and Protective Association, Unit No. 21.

I authorize and direct you to deduct one-half of said membership dues from each of my biweekly paychecks each month after the date this assignment is delivered to you and to remit same to the Treasurer of Unit No. 21.

This Agreement, authorization, and direction shall become operative on the date it is delivered to you and may be revoked in writing at any time.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name

**Section 2.2. Fair Share.**

Officers hired after May 1, 1989, who are covered by this Agreement who are not members of the Association shall be required to pay in lieu of dues their proportionate fair share, in accordance with Section 3(g) of the Illinois Public Employee Labor Relations Act, of the costs of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours and conditions of employment. The fair share payment, as certified by the Association, shall be deducted by the City from the earnings of the nonmember officers and shall be remitted monthly to the Association at the address designated in writing to the City by the Association. The Association shall advise the City of any increase in fair share fees in writing at least fifteen (15) days prior to its effective date. The amount constituting each nonmember officer's share shall not exceed dues uniformly required to Association members. Officers who are members of the Association who later become nonmembers of the Association shall also be subject to the terms of this provision.

The Association assures the City that any objections made to it regarding payment of officer's fair share will be handled in a manner which complies with relevant

constitutional procedures set out in Hudson v. Chicago Teachers Union, Local 1.

**Section 2.3. Indemnification.**

The Association agrees to indemnify and hold the City harmless against any and all claims, suits, orders or judgments brought or issued against the City as a result of any action taken or not taken by the City as they relate specifically to this Article.

**Section 2.4. Duty to Defend.**

The parties agree to abide by the requirements of 65 ILCS 5/1-4-6. When an officer is served with process or otherwise receives legal notice that he is being sued for actions and/or omissions taken by the officer in the course of his employment, the officer shall give notice to the City of the lawsuit as set forth in such statute. The City shall furnish legal counsel to defend the officer and shall pay the costs and fees of such counsel. Officers that have retired, resigned, taken a leave of absence, are on light duty, medical leave, are on suspension or administrative leave shall enjoy this benefit with functionality equal to an active officer.

In cases where there is the probability of a judgment rendered against the officer which would be in excess of the indemnification limits of Section 1-4-6 or of any applicable insurance policies covering such officer, or in cases where there is the probability of a judgment of punitive damages against the officer, the officer shall be entitled to choose counsel from a list of attorneys competent in the area of tort or civil rights defense law. The attorneys on such list shall have been mutually agreed to by the Union and the City.

In all other cases (that is, in cases where the probability of a judgment against the officer in excess of the statutory or insurance policy limits is low or in cases where the probability of judgment of punitive damages against the officer is low), the City or the agent of the City shall furnish counsel of the City's choosing or of the City's agent's choosing. If the City and the officer do not agree on the probability of a judgment against the officer in excess of the statutory or insurance policy limits or on the probability of a punitive judgment against the officer, the officer and the City shall select a mutually agreeable third party who shall decide the appropriateness of the choice of counsel as soon as reasonably practicable. During the pendency of such decision, the City shall be under a duty to provide counsel to

take appropriate actions in court to prevent the entry of a default judgment against the officer.

Counsel shall be provided to the officer through all stages of litigation as set forth above, up to and including the conclusion of a single appeal. The City will not be obligated to provide counsel after the conclusion of a single appeal, unless the appeal results in a remand which requires a new trial, in which case counsel shall, continue to be furnished during the pendency of the new trial and any single appeal following the second trial.

**Section 2.5. Negotiation Release Time.**

Four (4) members of the Union's bargaining team will be released from duty and carried on paid time during bargaining sessions. Members so released shall be carried with pay for the length of the actual bargaining sessions, or the number of hours they are scheduled to work, whichever is less. In the interest of preserving the safety of patrol officers working each shift, no more than one member from any shift may be released. (e.g. paid committee members may be comprised of one patrol officer from each shift 7-3, 3-11 and 11-7 and one other officer not assigned to a patrol shift.) Members shall be carried time for time on their

scheduled duty days. Participation in bargaining on non-duty days will not be compensated.

### **ARTICLE 3 GRIEVANCE PROCEDURE**

#### **Section 3.1. Time Limit for Filing.**

No grievance shall be entertained or processed unless it is submitted within ten (10) days after the occurrence of the event giving rise to the grievance or within ten (10) days after the officer 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 Association 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 Association representatives involved in each Step.

### **Section 3.2. Definition and Procedure.**

A grievance is a dispute or difference of opinion raised by one (1) or more patrol officer 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:** Any patrol officer who has a grievance shall submit it in writing to his Supervisor, who is designated for this purpose by the City. The Supervisor shall give his written answer within five (5) days after such presentation.

**STEP 2:** If the grievance is not settled in Step 1 and the patrol officer wishes to appeal the grievance to Step 2 of the Grievance Procedure, it shall be referred in writing to the Chief of Police within five (5) days after the designated Supervisor's answer in Step 1 and shall be signed by both the patrol officer and Association President. The Chief of Police shall discuss the grievance within five (5) days with the Association President at a time mutually agreeable to the parties. If no settlement is reached, the Chief of Police shall give the City's written answer to the Association President within five (5) days following their meeting.

**STEP 3:** If the grievance is not settled in Step 2 and the Association desires to appeal, it shall be referred by the Association President in writing to the Human Resources Director within five (5) days after the Chief of Police's answer in Step 2. A

meeting between the Human Resources Director, the Chief of Police and the Association President shall be held within five (5) days. If the grievance is settled as a result of such meeting, the settlement shall be reduced to writing and signed by the Human Resources Director and the Association President. If no settlement is reached, the Human Resources Director shall give the City's written answer to the Association President within five (5) days following the meeting.

**Section 3.3. Arbitration.**

If the grievance is not settled in accordance with the foregoing, procedure, the Association may refer the grievance to arbitration within five (5) days after receipt of the City's answer in Step 3. The parties shall attempt to agree upon an arbitrator within five (5) days after receipt of notice of referral and in the event the parties are unable to agree upon an arbitrator within said five (5) day period, the parties shall immediately jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Both the City and the Association shall have the right to alternately strike two (2) names from the panel one (1) at a time. The party requesting arbitration shall make the first strike. The remaining person shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the City and the Association requesting that he set a

time and place for the arbitration, subject to the availability of the City and Association representatives.

**Section 3.4. Authority of Arbitrator.**

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall consider and decide only the specific issue submitted to him in writing by the City and the Association and shall have no authority to make a decision on any other issue not so submitted to him. 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. The arbitrator shall submit in writing his 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 interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding.

**Section 3.5. Expenses of Arbitration.**

The fee and expenses of the arbitrator including the cost associated with requesting a list of arbitrators, and the

cost of a written transcript shall be divided equally between the City and the Association provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

**Section 3.6. Employee Rights.**

Nothing in this Agreement prevents an officer from presenting a grievance to the City and having the grievance heard and settled without the intervention of the Association; provided that the Association is afforded the opportunity to be present at such conferences and that any settlement made shall not be inconsistent with the terms of an Agreement in effect between the City and the Association. Nothing herein shall be construed to limit the Association's right to exercise its discretion to refuse to process officer's grievances which it believes not to be meritorious.

**ARTICLE 4 NO STRIKE AND NO LOCKOUT**

**Section 4.1. No Strike.**

Neither the Association nor any officers, agents, or employees will instigate, promote, sponsor, engage in, or condone any strike, slowdown, concerted stoppage of work, or any other intentional interruption of the operations of the City regardless of the reason for so doing. Any or all

employees who violate any of the provisions of this Article may be discharged or otherwise disciplined by the City.

**Section 4.2. No Lockout.**

The City will not lock out any officer during the term of this Agreement as a result of a labor dispute with the Association.

**ARTICLE 5 DISCIPLINE**

**Section 5.1. Standards of Discipline.**

(a) All disciplinary action against officers covered by this Agreement shall be carried out in accordance with department rules, regulations, orders, policies, procedures, City ordinances or State laws governing the investigation and discipline of law enforcement officers.

(b) The parties recognize the principles of progressive and corrective discipline. In some instances, an incident may justify severe disciplinary action including termination, depending on the seriousness of the incident. A suspension will be upheld unless it is arbitrary, unreasonable or unrelated to the needs of the service. A termination will be upheld if a substantial shortcoming of the officer is proved, which is defined as that which renders the officer's continuance in office in some way detrimental to the discipline and efficiency of the service and which the law and

sound public opinion recognize as good cause for his no longer holding the position.

**Section 5.2. Jurisdiction of the Grievance Procedure.**

(a) Disciplinary charges seeking an officer's termination or suspension shall be subject to the jurisdiction of the grievance procedure hereof. Disciplinary grievances shall be filed at Step 3 of Article 3, Section 3.2 of this Agreement.

(b) An officer shall have ten (10) days from written service of charges upon an officer to file a grievance.

**Section 5.3. Authority of Chief of Police.**

The Chief of Police shall have the exclusive authority to suspend officers for a period of up to thirty (30) days. The Chief of Police shall have the authority to suspend in excess of thirty (30) days, or to terminate, subject to review by the arbitrator selected pursuant to Article 3, Section 3.3 hereof. The parties to this Agreement will mutually agree on expedited procedures for the selection of an arbitrator in cases of suspensions in excess of thirty (30) days or termination when the officer subject to suspension or termination chooses to use the arbitration process. The Chief of Police may suspend an officer with or without pay

pending the imposition of a suspension in excess of thirty (30) days or termination by the arbitrator. Nothing in this Article shall be interpreted as prohibiting the grievance arbitrator from terminating an officer even though the recommendation of the Chief of Police is for suspension only.

**Section 5.4. Conduct of Investigations.**

Investigations shall be conducted in accordance with the provisions of the Uniform Peace Officers Disciplinary Act and the provision of this agreement. Officers shall be informed in writing of their rights under said Act and of their constitutional rights as dictated by current decisions of the U.S. Supreme Court prior to any interrogation. From the date an officer is notified of an investigation the department will, every thirty (30) days, give a written status report to the officer. If an officer is questioned by a superior officer in the course of a formal or informal investigation and the officer reasonably believes the questioning may lead to his or her discipline, the officer may request union representation. In that event, the interview shall be delayed to provide the officer reasonable opportunity to obtain that representation.

- (a) The City shall not reinvestigate any incident that was previously investigated by an appropriate authority unless there is reasonable belief the new

- information is available. An appropriate authority is defined as the Chief, Assistant Chief, Internal Affairs Officer or such other person expressly designated by the Chief of Police to conduct a specific investigation.
- (b) Unless specifically authorized in writing by the City Manager, no complaint of misconduct or allegation of any misconduct concerning any incident or event which occurred five (5) years prior to the date the complaint or allegation became known to the Department shall be made the subject of an investigation or informal inquiry.
  - (c) Any internal investigation or informal inquiry shall be completed in a reasonable period of time. The parties herein agree a reasonable period of time shall be deemed to be no longer than 180 days after the receipt of the complaint. Mutual agreements for extensions will be allowed if the City can show due diligence in the processing of the investigation. Nothing in this section shall apply to any investigation of allegations of criminal wrongdoing by an officer.
  - (d) At least seventy two (72) hours prior to the interrogation of an officer, the officer shall be informed in writing of the name of the person conducting the investigation.
  - (e) Disciplinary action based on the complaint shall be commenced no later than forty-five (45) days after completion of the investigation.

- (f) The officer shall be notified in writing of the findings of the investigation or informal inquiry within fifteen (15) days after the completion of the investigation.
- (g) The provisions of 50 ILCS 725/1 et seq. shall apply to all disciplinary investigations of conduct by an officer except to the extent to which the provisions of this Agreement provide specifically to the contrary.
- (h) Nothing in this Section shall apply to questions from a superior officer in the course of performing his normal day-to-day supervisory duties.
- (i) Officers shall be notified of all exculpatory evidence known to the City within a reasonable time of its discovery by the person conducting the investigation on behalf of the City.
- (j) The City shall notify the Union of any books, papers, documents, charts, logs, handwritten logs, memoranda, photographs or tangible objects which the City or its agents intend to use in any disciplinary hearing upon appropriate request by the officer or the officer's representative.
- (k) There shall be no off-the-record questions asked of the officer during a formal interrogation.

**Section 5.5. Limitation on Use of File Material.**

Any record of reprimand may be used for a period of time not to exceed one (1) year (three (3) years in the case

of vehicle use violations) and shall thereafter not be used to support or as evidence of adverse employment action and at the officer's request shall be removed from their personnel file. Any record of discipline greater than a reprimand shall not be used to support or as evidence of adverse employment action after five (5) years from the date of imposition of said discipline and at the officer's request shall be removed from their personnel file. The preceding sentences are contingent on the officer having no other similar disciplinary actions during that period of time. Documents removed at an officer's request will be maintained for the sole purpose of retention of evidence in the event the City needs such records to defend itself against allegations of discrimination and/or deprivation of civil rights. Such documents shall be retained by the City Legal Department.

**Section 5.6. Photograph Dissemination.**

Subject to the Illinois Freedom of Information Act, no photograph of an officer shall be made available to the media without the express written consent from said officer.

**Section 5.7. Polygraph or Chemical Tests.**

No officer shall be disciplined for refusing to submit to a polygraph test, or any other test questioning by means of

chemical substance. Any polygraph or chemical test that an officer does submit to shall be completely voluntary. The results of the polygraph exam or chemical exam voluntarily submitted to by an officer shall not be admissible as evidence in proceedings before the BFPC or an arbitrator, unless written consent is obtained from the Association's legal counsel. The preceding sentence shall not be interpreted as prohibiting the admission of statements made by the officer to a polygraph examiner during the course of an examination.

**Section 5.8. Compulsion of Testimony.**

The employer shall not compel a bargaining unit employee to speak or testify before, or to be questioned by, a citizen review board or similar entity relating to any matter or issue.

**Section 5.9. Disclosure.**

Officers shall not be required to disclose any item of his property, income, assets, source of income, debts or personal or domestic expenditures (including those of any member of his family or household), except for Ethics Statements legally required to be filed and formal investigations under the Police Officers' Disciplinary Act. The parties agree that disclosure of such personal information

known to the Department, via any means, shall not be made available for public inspection or disclosure. The parties agree that such disclosure would be an unwarranted invasion of the personal privacy of officers otherwise intended to be exempt from any state or local freedom of information statute, ordinance or executive order.

**Section 5.10. Notification.**

In the event the City or the Department receives a subpoena requiring the inspection, tender or submission of personnel, training, evaluative, disciplinary or investigative records and/or files (other than Grand Jury subpoena which would specifically preclude disclosure) the Employer will notify the affected officer within forty eight (48) hours of the presence of the subpoena. The City further agrees to provide the affected officer with a copy of said subpoena upon initial notification.

**Section 5.11. Alcohol and/or Illegal Drug Policy.**

It is the policy of the City that the public has the reasonable right to expect persons employed by the City to be free from the effects of drugs and alcohol. The City has the right to expect their officers to report for work fit and able for duty. The purposes of this policy shall be achieved in

such manner as to not violate any established rights of officers. Officers shall be prohibited from:

- (a) consuming or possessing alcohol at any time during the workday or anywhere on any City premises or job sites, including all City buildings, properties, vehicles and the officer's personal vehicle while engaged in City business unless such consumption or possession of alcohol is performed in the course of his official duties;
- (b) possessing selling, purchasing consuming or delivering any illegal drug at any time, provided that officers may purchase, possess or deliver illegal drugs in the course of their official duties.
- (c) being under the influence of alcohol or having a concentration of alcohol greater than .02 based upon the grams of alcohol per 100 milliliters of blood during the course of the workday or when reporting for scheduled work;
- (d) failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (e) consuming or possessing illegal drugs at any time, on or off duty, provided that officers may possess illegal drugs in the course of their official duties.

**Section 5.12. Drug and Alcohol Testing Permitted.**

Where the City has reasonable suspicion to believe that an officer is then under the influence of alcohol or illegal

drugs during the course of the workday, the City shall have the right to require the officer to submit to alcohol or drug testing as set forth in this Agreement. At least two supervisors must certify their reasonable suspicions concerning the affected officer prior to any order to submit to the testing authorized herein. There shall be no random testing of officers, except random testing of an individual officer as authorized in Section 5.18 below. The foregoing shall not limit the right of the City to conduct such tests as it may deem appropriate for persons seeking employment as police officers prior to their date of hire.

Department Wide Testing – The City may at its discretion submit the entire bargaining unit to an annual drug test. Should the City exercise such “department wide testing” under this section, every officer shall be required to submit to drug testing once per calendar year, and such test shall ordinarily be administered according to shift, unit of assignment, or division (e.g. all of first shift patrol, traffic unit, CID, etc.) An officer may be excused by the Chief of Police or his designee from participating in the annual drug test administered to his or her work group, but said officer shall be required to make up any missed test at the discretion of the Chief of Police. No officer who tests negative shall,

pursuant to this section, be tested more than once in a calendar year, or be subject to a subsequent annual test unless every other bargaining unit member who is available for duty has already been tested.

**Section 5.13. Order to Submit to Testing.**

At the time an officer is ordered to submit to testing authorized by this Agreement, the City shall provide the officer with a written notice of the order, setting forth objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. The officer shall be permitted the opportunity to consult with a representative of the Union at the time the order is given. No questioning of the officer shall be conducted without first affording the officer the right to Union representation and/or legal counsel. Refusal to submit to such testing may subject the officer to discipline, but the officer's taking of the test shall not be construed as a waiver of any objection or rights that he may have. In cases where an officer is recalled or ordered into work, and he believes there is a possibility that his blood alcohol content is in excess of the permissible levels he may request to take a breath test without any repercussions.

**Section 5.14. Tests to be Conducted.**

In conducting the testing authorized by this Agreement, the City shall:

- (a) use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that is accredited by SAMHSA;
- (b) insure that the laboratory or facility selected conforms to all SAMHSA standards;
- (c) establish a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No officer covered by this Agreement shall be permitted at any time to become a part of such chain custody;
- (d) collect a sufficient sample of the same bodily fluid or material from an officer to allow for initial screening, a confirmatory test and a sufficient amount to be reserved for later testing if requested by the officer;
- (e) collect samples in such a manner as to preserve the individual officer's right to privacy and to insure a high degree of security for the sample and its freedom from adulteration. Officers shall not be witnessed by anyone while submitting a sample, except in circumstances where there is reasonable belief that the officer has attempted to compromise the accuracy of the testing procedure;

- (f) confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography, plus mass spectrometry or an equivalent or better scientifically accurate accepted method that provides quantitative data about the detected drug or drug metabolites;
- (ge) provide the officer tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the officer's own choosing, at the officer's own expense; provided the officer notifies the Human Resources Director within seventy-two (72) hours of receiving the results of the tests and provides a written copy of the subsequent test results to the Human Resources Director;
- (h) require that the laboratory or hospital facility report to the City that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the City inconsistent with the understandings expressed herein (e.g. billings for testing that reveal the nature or number of tests administered), the City will not use such information in any manner or forum adverse to the officer's interests;
- (i) require that with regard to alcohol testing, for the purpose of determining whether the officer is impaired, test results that show an alcohol concentration of .04 or more based upon the

grams of alcohol per 100 milliliters of blood be considered positive. (Note: the foregoing standard shall not preclude the City from attempting to show that test results between .02 and .04 demonstrate that the officer was impaired, but the City shall bear the burden of proof in such cases);

- (j) provide documentation of a positive test result to the officer including a copy of all information and reports received by the City in connection with the testing and the results;
- (k) insure that no officer is the subject of any adverse employment action except emergency temporary reassignment with pay during the pendency of any testing procedure. Any such emergency reassignment shall be immediately discontinued in the event of a negative test result.

**Section 5.15. Right to Contest.**

The Association and/or the officer, with or without the Association, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results of any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend or have in any

manner restricted, diminished or otherwise impaired any legal rights that officers may have with regard to such testing. Officers retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Association.

**Section 5.16. Voluntary Requests for Assistance.**

The City shall take no adverse employment action against an officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, solely by reason of such seeking of treatment, counseling or other support, other than the City may require reassignment of the officer with pay if he is then unfit for duty in his current assignment. The City shall make available through its Employee Assistance Program a means by which the officer may obtain referrals and treatment. All such requests shall be confidential and any information received by the City shall not be used in any manner adverse to the officer's interests, except reassignment as described above.

**Section 5.17. Discipline.**

Officers who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary or other adverse employment action by the City by reason of seeking such assistance. Officers ordered to

submit to drug or alcohol testing under this article who test positive on both the initial and the confirmatory test for drugs or are found to be under the influence of alcohol may be disciplined up to and including discharge. If such officer is not discharged, his continued employment is conditioned upon:

- (a) the officer agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) the officer discontinuing his use of illegal drugs or abuse of alcohol;
- (c) the officer completing the course of treatment prescribed, including an “after-care” group for a period of up to twelve (12) months;
- (d) the officer agreeing to submit to random testing during hours of work during the period of “after-care”.

Officers who do not agree to the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the City to retain an officer on active status throughout the period of rehabilitation if it is appropriately determined that the officer’s current use of alcohol or drugs

prevents such individual from performing the duties of a police officer or whose continuance on active status would constitute a direct threat to the property or safety of others. Such officers shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence pending treatment. When an officer voluntarily submits to treatment for alcohol or drug abuse, any discipline imposed upon such officer shall not be increased or imposed solely due to the officer's submission to such treatment. Officers who are taking prescribed or over-the-counter medication that has adverse side effects which interfere with the officer's ability to perform his normal duties may be temporarily reassigned with pay to other more suitable police duties.

**Section 5.18. Fitness for Duty.**

No officer shall be requested or required to undergo physiological, psychiatric or psychological testing unless the Chief of Police has reasonable cause to believe the officer is unfit for duty. The basis for reasonable cause shall be set forth in writing to the officer at the time the officer is ordered to undergo such testing. Officers shall have the right to Association representation when being informed of the need for testing, and shall have the right to secure similar testing, at their own expense, from licensed psychiatrists,

psychologists or physicians of their own choosing. The City recognizes the officer's right to privacy and agrees that any information obtained pursuant to this section shall be maintained in the strictest of confidence. Any and all information, reports and opinions that are provided to the City as a result of such tests shall be provided, in full, to the officer.

**Section 5.19. Confidentiality of Employee Assistance Program.**

The City agrees that any communication whether verbal, written, electronic or otherwise, made by an officer to any counselor or employee of the EAP, peer counselor or PATH counselor, shall be confidential and privileged. Such communication shall be protected from disclosure unless disclosure of communication regarding eminent danger is legally required. Information about an officer participating in the EAP program will not be disclosed to anyone without written permission from the officer unless such disclosure is necessary to protect the safety of the officer or others. The officer's job security and promotional opportunities will not be jeopardized solely by participating in the EAP program or programs referred to by the EAP program.

**Section 5.20. Positive Results.**

Concentration of a drug at or above the levels established by SAMHSA shall be considered a positive test result when using the initial immunoassay drug screening test. The parties recognize that such “cut off” levels change from time to time. It is in the interest of the parties to adapt and incorporate any such changes into this Agreement at such time as they are adopted by SAMHSA. At the present time, those levels are:

INITIAL TEST

Level – Nanogram/Milliliter (hereafter referred to as (ng/ml)	
Marijuana metabolite .....	50
Cocaine metabolite .....	300
Opiate metabolite.....	2000
Phencyclidine .....	25
Amphetamines .....	1000

Concentration of a drug at or above the levels established by SAMHSA for confirmatory tests shall be considered a positive test result when performing a confirmatory Gas Chromatography/ Mass Spectrometry test on a urine specimen that tested positive using a technologically different initial screening method. The parties recognize that such “cut off” levels change from time to time. It is the intent of the parties to adapt and incorporate any such changes

into this Agreement at such time as they are adopted by SAMHSA.

CONFIRMATORY TEST	Level (ng/ml)
Marijuana metabolite .....	15*
Cocaine metabolite .....	150**
Opiates:	
Morphine .....	2000
Codeine.....	2000
6-Acetylmorphine.....	10***
Phencyclidine .....	25
Amphetamines:	
Amphetamines .....	500
Methamphetamine.....	500****

\* Delta-9-tetrahydrocannabinol-9-carboxylic acid

\*\* Benzoyllecgonine

\*\*\* Test for 6-AM when morphine concentration exceeds 2000 nanograms/milliliter

\*\*\*\* Specimen must also contain amphetamine at a concentration  $\geq 200$  nanograms/milliliter

**Section 5.21. Administrative Leave for Critical Incidents.**

An officer involved in any incident in which the officer causes serious bodily injury or death, or is involved in any other serious incident as determined by the Chief to be of like or similar nature may at the discretion of the Chief of

Police, be placed on paid administrative leave with no diminution of benefits.

**Section 5.22. Felony Indictment**

When an employee is arrested for or charged with a criminal offense or when a domestic violence order of protection that includes a firearms prohibition is issued against an employee, the employee will be immediately placed on administrative leave with pay unless the employee has been formally charged in court with a felony, in which case the administrative leave shall be without pay.

When a domestic violence order of protection that includes a firearm prohibition is issued against an employee as a result of an emergency or interim hearing and the employee has not been formally charged in court with felony, the employee will be immediately placed on administrative leave with pay, or at the Chief's discretion, on restricted duty with police powers suspended for a period of up to ninety (90) calendar days pending a plenary hearing or the dismissal of the order of protection, whichever occurs first.

When an officer is formally charged with a felony and such charge results in anything other than a finding of guilty, the City shall make the officer whole for any regular wages, accrued benefits and seniority forfeited between the time the

officer was placed on Administrative leave without pay and the time of the ruling and/or decision by the court or the State's Attorney. It is understood that any disciplinary suspension or termination related to the criminal offense or felony charge is subject to the grievance procedure, and that the determination of any forfeited compensation, if any, will be based on the settlement of the grievance or the decision of the labor arbitrator.

The City shall promptly investigate the incident consistent with the City's policy of not interfering with a criminal investigation. In the event that criminal charges are filed by indictment or information, or in the event a domestic violence order of protection that includes a firearms prohibition is entered or continued after a plenary hearing at which the employee had the opportunity to appear, the employee will be carried on administrative leave without pay, (1) pending resolution of the criminal charge; (2) a determination by the City that, because of the nature of the charges, the employee may be returned to full or restricted duty during the pendency of the charges; or (3) termination of an order of protection that includes a firearms prohibition.

Time on such administrative leave without pay shall not be considered discipline, but the City shall credit

such time on administrative leave without pay against any suspension that might subsequently be entered against the employee for that incident.

## **ARTICLE 6 HOURS OF WORK AND OVERTIME**

### **Section 6.1. Application of this Article.**

This Article shall not be construed as a guarantee of hours of work per day or per week.

### **Section 6.2. Regular Workday and Workweek.**

Definition. The regular workday shall be eight (8) hours of work within a twenty-four (24) hour period and shall commence when a patrol officer starts work or is scheduled to start work. The regular workweek shall be forty (40) hours per week and such additional time as may from time to time be required in the judgment of the City to serve the citizens of the City and shall commence with the patrol officer's first regular workday commencing on or after Sunday of each week.

### **Section 6.3. Shift Assignment.**

(a) Annual Scheduling. For a period of fifteen (15) days beginning December 1 of each calendar year, the Chief of Police shall post a list of all shift assignments and available consecutive days during the coming calendar year

within the Patrol Division. Such assignments will be chosen by seniority during the said fifteen (15) day period by members of the Patrol Division who have completed their probationary period prior to December 1. Probationary officers are freely assignable. The new schedule shall be implemented during the last seven (7) days of December and the first seven (7) days of January. During such two week period (which is a transition period), officers may be assigned different days off from those bid by the officer, but in no event shall an officer work more than five (5) consecutive days without payment of overtime; officers are not guaranteed of receiving two (2) consecutive days off during such transition period.

(b) Vacancies. In the event of a vacancy in any shift in the Patrol Division during the year, the Chief of Police will post within a reasonable time, the vacancy for a period of ten (10) calendar days. During said ten (10) day period, members of the Division may bid for the vacancy on the basis of their seniority in the Department. The Chief of Police shall attempt to give notice of the vacancy to any member of the Department not scheduled to work during such ten (10) day period. Notice may be given by mailing a copy of the notice of vacancy by first class mail to the member at his

residence according to departmental records, or if he has left such an address with the Chief of Police prior to such ten (10) day period, at the member's temporary address. Prior to the time a patrol officer completes his probationary period, the Chief of Police will determine the shift to which such probationary patrol officer (or other officer) is to be assigned for the remainder of the year. Such position shall be treated as a vacancy subject to bidding.

**Section 6.4. Breaks.**

For all officers hired prior to May 1, 1995, all on-duty breaks must be taken within the corporate limits of the City of Bloomington, except that an officer on second shift living within the corporate limits of the Town of Normal, or on a lot which is adjacent to and contiguous with the corporate limits of the City of Bloomington, or on a lot which is unincorporated but inside the corporate limits of the City of Bloomington shall be allowed to take his main meal break at his residence. For all officers hired on or after May 1, 1995, all on-duty breaks must be taken within the corporate limits of the City of Bloomington.

**Section 6.5. Overtime.**

(a) The term "authorized overtime" shall be defined as any hours worked by a patrol officer in excess of eight (8)

hours a day, or in excess of forty (40) hours in a workweek as defined in Section 6.2 Regular Workday and Workweek, where said patrol officer is assigned or directed to perform such work by a supervisor.

(b). All authorized overtime worked by a patrol officer shall either be paid at one and one-half (1-1/2) times the straight-time hourly rate for each overtime hour worked or be placed in the officer's compensatory time off bank as described below. All overtime will automatically be paid each pay period unless the officer notifies the Police Department that they would like to bank all or a specific portion of their overtime. Time placed in an officer's compensatory time off bank shall be calculated at one and one-half (1-1/2) times the overtime hours worked, and placed in their bank at straight-time hours to a maximum bank of one hundred twenty (120) straight time hours. Any overtime over the 120 hour straight time -hour maximum on the last day of the month shall be sold first from the City overtime bank and then from the non-City entity bank. If an officer's time is sold from their compensatory time off bank, it will be paid out at their straight-time rate of pay. Officers are only allowed to utilize as -compensatory time off up to forty (40) straight-time hours of compensatory time earned from

hire-back work for a non-City entity (e.g., Wal-mart; Bloomington High School) per calendar year; the remaining hours earned from hire-back work for a non-City entity shall be paid to the officer. In no case will an officer be allowed to utilize compensatory time off from any source in excess of one hundred twenty (120) hours per calendar year.

(c) The maximum amount of time an officer may work is capped at 16 hours in a 24 hour period or 64 hours in a work week. This time is tracked from the start of the officer's regularly scheduled shift. Court time will not be counted towards the 16 hour max per day or 64 hours in a work week. Major investigations and emergency responses may be waived at the discretion of the Police Chief.

(d) The provisions of this Section shall apply only to the extent that they are consistent with the Fair Labor Standards Act.

(e) Should any provision of the Agreement be found to violate the provisions of the FLSA concerning the use of compensatory time off, then all provision(s) relating to the use of compensatory time off in lieu of pay shall immediately sunset and thereafter be subject to renegotiations upon the request from either party.

**Section 6.6. Call Back Pay.**

Any officer who has completed his scheduled work period and who, after having left work, is called back to work on that day for emergency reasons as authorized by the Chief of Police, shall receive a minimum of two (2) hours work and receive two (2) hours pay at the appropriate rate.

**Section 6.7. Training Time.**

1. Assigned by Supervisor:

- (a) If an officer is assigned by a supervisor to attend training on his/her regular allowed leave day, he will be compensated as overtime in the manner provided in Section 6.5.
- (b) If training occurs on an officer's regularly scheduled workday, the shift commander/supervisor has the option of making the training assignment the officer's regular work assignment for that day or to require the officer to work his regularly scheduled assignment in addition to attending training.
- (c) If an officer attends training as his regular duty assignment and is also required to work his regular duty assignment on the same day, he will be compensated as overtime in the manner provided in Section 6.5.

2. Voluntarily Attended With Supervisor Approval

If training is voluntarily attended with approval of the officer's supervisor, it will be compensated as "Training

Allowed Leave” (TAL) time and is to be taken during the pay period in which the training occurred. The Training Allowed Leave benefit time will be “mutually agreed upon” by the patrol officer and his supervisor. In order to arrive at a “mutually agreed upon” TAL, the supervisor will determine which dates during the pay period are sufficiently staffed to permit the officer to take time off. The supervisor will provide the officer those dates and allow the officer to select his TAL. Once granted, the TAL is treated as a benefit day and will not be canceled except under emergency conditions. If there are days available within the pay period and the officer fails to schedule a TAL, the TAL will be assigned by the supervisor. If there are no days available during the pay period, any training attended in excess of the officer’s eight (8) hour work day or forty (40) hour work week will be compensated as overtime in the manner provided in Section 6.5.

If more than one officer from the same shift is scheduled for training on the same day, seniority will determine who will be offered the choice of Training Allowed Leave time in lieu of working the regular duty assignment that day.

### 3. Voluntarily Attended Without Supervisor Approval

If an officer attends training without supervisor approval no overtime will be paid, nor will a training allowed leave day be owed.

**Section 6.8. No Pyramiding.**

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**Section 6.9. Temporary or Emergency Situations.**

Whenever it is determined by the Chief of Police that an emergency exists or the efficiency of the Department requires the assigning of a police officer to duties within the Patrol Division without regard to seniority, he may do so for a period not to exceed thirty (30) calendar days in any calendar year. Such assignments shall be made on the basis of seniority within each shift for voluntary assignments, and reverse seniority for involuntary assignments. In the event that the seniority list on any shift is exhausted during any calendar year, the seniority list for that shift shall begin anew. The taking of an involuntary assignment shall not render an officer ineligible to bid on a voluntary assignment, nor shall the taking of a voluntary assignment disqualify an officer from bidding on or being required to take a

subsequent assignment. Assignments pursuant to this Section shall not be arbitrary or capricious.

**Section 6.10. Acting Pay.**

When an officer covered by this Agreement is required to work a full shift or longer on a temporary or acting basis as and in lieu of a Sergeant, he shall receive one (1) hour of overtime.

**Section 6.11. Court Time Overtime.**

An officer shall receive a minimum of two (2) hours of compensation at his appropriate overtime rate for appearances in court or at the State's Attorney's Office when such appearances occur outside of the officer's regular duty hours and such appearances are in the officer's official capacity as a City of Bloomington police officer.

If, at the expiration of the two (2) hour period referred to in the previous paragraph, the officer is still in court or at the State's Attorney's Office, the officer shall receive overtime compensation for any additional time actually spent by the officer, in court or at the State's Attorney's Office.

If, at any time after the expiration of the original two (2) hour period referred to in the first paragraph of this Section, the officer is released from attendance in court or the State's Attorney's Office but is required to make a subsequent

appearance that same day outside of the officer's regular duty hours, the officer shall receive a new minimum of two (2) hours overtime compensation for such subsequent appearance. Overtime in excess of the two (2) hour minimum for the subsequent appearance shall be calculated in the same manner as for overtime in excess of the original two (2) hour minimum.

**Section 6.12. Field Training Officer.**

An officer shall receive in addition to any other pay he may be entitled to under this Agreement, one and a half (1.5) hours additional pay at an overtime rate for each duty day that he is assigned a recruit. Officers shall have the option to select compensatory time in lieu of pay. Prohibitions against pyramiding shall not apply to any part of this section.

**Section 6.13. Outside Employment.**

All outside employment situations involving the use of general police powers shall be assigned by the Department. The officer shall be considered on duty with the Department. The City shall enter into a contract with the non-City entity desiring police services.

No officer shall engage in outside employment involving the exercise of general police powers absent

assignment by the Department and a contract with the non-City entity. Assignments shall first be made on the basis of seniority in the Department. Once an officer declines an assignment or serves an assignment, his name shall be placed at the bottom of the seniority list. Officers will not be allowed to accept outside employment if they are regularly scheduled to work.

Nothing herein prohibits an officer from utilizing compensatory time due the officer to obtain an excused absence from his regularly assigned duties and then accepting a currently posted outside employment assignment provided the officer would otherwise be permitted to use compensatory time. Officers shall have the option to select compensatory time in lieu of pay, as outlined under Section 6.5 (b) Overtime for outside work, unless the terms of a grant which is used to compensate officers prohibits the acceptance of compensatory time in lieu of overtime pay.

The City agrees that if it increases the rate charged for hire back work beyond \$70 per hour, except as provided below, then the Union may elect to have the language of the ~~prior contract~~, May 1, 2007-April 30, 2011 contract, on the issue of Compensatory time off supersede the current

language of Section 6.5 (b) Overtime of this contract on the same subject. Beginning ~~May 1, 2012 and beginning~~ May 1 of each ~~succeeding~~ year, the hourly rate sufficient to trigger the reversion to the May 1, 2007-April 30, 2011 ~~prior~~ contract language shall be adjusted upward by the amount of the percentage wage increase, if any, received by bargaining unit members in the previous year.

**Section 6.14. Early Out.**

Police officers who work 3rd shift (11:00 p.m. - 7:00 a.m.) shall have the opportunity to leave early (not more than two hours) on the last day of their work week at the discretion of their shift supervisor based upon manpower level, work load, and individual officer performance. Individual officer performance standards for the purpose of this benefit shall be communicated to each officer at the annual shift meeting.

All police officers shall have the opportunity to leave four (4) hours early on their last day of work preceding five (5) consecutive vacation days two (2) times per calendar year, manpower and work load providing.

**Section 6.15. New Positions.**

If any specialized positions are created and filled, the parties agree to negotiate regarding the impact of those

decisions on terms and conditions of employment not already governed by the Agreement.

**Section 6.16. Canine Officers.**

In the event the City, in its exercise of its sole discretion, elects to establish or maintain a Canine Program, the parties agree to be eligible for assignment or continued assignment at the Police Chief's discretion. The position of Canine Officer will be subject to the following provisions. Nothing herein shall require the City to create or maintain such program. Canine Officers shall be allowed one-half (1/2) hour during their duty shift to provide care and maintenance for the dog.

Canine Officers shall receive one-half (1/2) hour of overtime on off-duty days, including leave days, unless the canine is not in the possession of the Canine Officer. If the off-duty at-home canine care activities exceed the half hour allowances, for any day, the officer shall submit an overtime sheet with the additional activities engaged in, the times at which they took place, and the duration of the activities to his/her supervisor by the end of the shift immediately following the week the additional time was incurred.

The dogs assigned to the Canine Unit are property of the Bloomington Police Department and shall not be used for

purposes other than official police duties. They shall not be used for breeding purposes.

Should the canine, or the assigned Canine Officer, retire or be reassigned for any reason, the canine may become the property of the assigned canine handler at the discretion of the Chief of Police. Any outside use of a canine assigned to the program in direct violation of this Section or the Department's Canine Unit Policy may result in the removal of the assigned canine handler from the program. The Department shall provide the necessary materials and labor to build a kennel at the Canine Officer's house. The kennel shall remain the property of the Bloomington Police Department.

#### **ARTICLE 7 WAGES**

(a) Effective May 1, ~~2017~~2014, the rates of pay for all officers covered by this Agreement will be increased by ~~4.5~~ 2.5% over the rates of pay in effect –November 1, 2016 2013, except as otherwise provided in Appendix "A".

~~(b) Effective November 1, 2014, the rates of pay for all officers covered by this Agreement will be increased by 1.50% over the rates of pay in effect on May 1, 2014 except as otherwise provided in Appendix "A".~~

(c) Effective May 1, ~~2018~~ 2015, the rates of pay for all officers covered by this Agreement will be increased by ~~1.5~~ 2.5% over the rates of pay in effect ~~November~~ May 1, 2017<sup>14</sup>, except as otherwise provided in Appendix "A".

~~(d) Effective November 1, 2015, the rates of pay for all officers covered by this Agreement will be increased by 1.0% over the rates of pay in effect on May 1, 2015 except as otherwise provided in Appendix "A".~~

(e) Effective May 1, ~~2016~~2019, the rates of pay for all officers covered by this Agreement will be increased by ~~1.50~~ 2.5% over the rates of pay in effect ~~November~~ May 1, 2015 2018, except as otherwise provided in Appendix "A".

~~(f) Effective November 1, 2016, the rates of pay for all officers covered by this Agreement will be increased by 1.0% over the rates of pay in effect May 1, 2016, except as otherwise provided in Appendix "A".~~

Nothing contained in this Agreement, particularly the scheduled pay increases and salary schedules incorporated herein, is understood by the parties or to be construed by anyone else to preclude any officer covered by the Agreement, from voluntarily reducing his pay as provided in the Agreement pursuant to a salary reduction Agreement in

order to participate in the City of Bloomington's Flex Cash Plan.

The Association agrees that during the term of this Agreement, the act of depositing a paycheck while on duty is not an act arising out of or in the course of an officer's employment for purposes of the Workers' Compensation Act.

Increases in pay prior to the effective date of this agreement shall be paid retroactively for all hours worked or paid to officers employed in the bargaining unit ~~at contract ratification on the effective date of this agreement, May 1, 2014,~~ or who have retired since May 1, ~~2014~~ 2017. No other sections of this agreement shall be applied retroactively.

~~As consideration for a change in sick leave buy back for new hires, on November 1, 2015, the City will add a 0.5% equity adjustment to base wages. As further consideration for a change in sick leave buyback for new hires, on November 1, 2016, the City will add a 0.5% equity adjustment to base wages.~~

For those employees who do not elect to have direct deposit, paychecks will be mailed on payday by the Finance Department.

**ARTICLE 8 PAYMENT IN LIEU OF HOLIDAY PAY**

Officers covered by this Agreement shall be paid in lieu of Holiday Pay an amount equal to 139 hours at their regular rate for the eleven and one-half (11½) Holidays. This additional pay shall be prorated among all said officers and shall be included in the basic biweekly salary set forth in the Appendixes to this Agreement.

In recognition of the fact that they are already paid for holidays, officers covered by this Agreement will not be paid additional compensation for work performed on a Holiday, subject to the requirements of the Fair Labor Standards Act.

**ARTICLE 9 VACATION**

The parties recognize a calendar year, defined as January 1 through December 31, for purposes of scheduling vacation leave. Vacation leave is accrued upon the occasion of an officer's anniversary date according to the following schedule:

<u>Years of Continuous Service</u>	<u>Length of Vacation</u>
DOH*	2 weeks
1 Year, but less than 8 years	2 weeks
2 Years, but less than 8 years	2 weeks
8 Years, but less than 15 years	3 weeks
15 years, but less than 20 years	4 weeks
20 years or more	5 weeks

Officers who have completed their Illinois Certified Law Enforcement Training Academy or who have received a notice of waiver from the State of Illinois certifying them as an Illinois Police Officer shall be granted their 2 weeks' vacation under the current schedule. Candidates hired who must attend a certified Law Enforcement Training Academy shall be granted their two (2) week's vacation upon successful completion of the Academy.

Officers may, subject to the needs of the City, be allowed to use any additional vacation leave accrued during a calendar year on or after the occurrence of an anniversary date on which it is earned. For scheduling purposes, officers may, subject to the needs of the City, be allowed to schedule any additional accrued vacation leave in advance so long as it is scheduled on or after the anniversary date upon which it is accrued.

After the vacation schedule is complete, each officer, by seniority, may, if he desires, choose one (1) day during the forthcoming year as a vacation day, providing such day is available and/or allowable.

All remaining vacation days, per person, shall be on a first come basis. Vacation days are considered equal to PC Days and Comp time. They do not have priority.

An officer's vacation time shall coincide with the officer's regular work week. This paragraph shall not be construed or interpreted to alter the amount of vacation to which any officer is entitled under this Agreement.

No more than one (1) officer per shift will be permitted to take vacation leave on the same day unless the shift commander for that shift gives advance approval for such vacation leave.

Fifty percent (50%) of ~~earned~~ earned vacation (anniversary date to anniversary date) may be carried over to the following anniversary date for the individual officer.

## **ARTICLE 10 LEAVES**

### **Section 10.1. Emergency Leave.**

When there is an emergency situation or other serious extenuating circumstance at the home of an officer covered by this Agreement, said Officer may be granted time off duty, at the discretion of the Shift Commander, to make arrangements to alleviate the emergency situation; however, Officers shall be required to use their own accrued vacation, Personal Convenience Days, Court Exchange Days or earned time for compensation purposes.

**Section 10.2. Personal Convenience Days.**

Each officer shall be granted two (2) Personal Convenience Days. Such Personal Convenience days may be taken in increments of full or half days at the convenience of the officer subject to the discretion of the Department Head. Personal Convenience Days may not be accumulated from one fiscal year to another.

Personal Convenience leave will not be paid out at the time of separation for employees with less than eighteen months of service.

**Section 10.3. Sick Leave.**

**Sick Leave Accrual.** Officers will accrue sick leave at a rate of twenty (20) hours each month of completed service for the first twelve (12) months of employment, after which it shall accrue at a rate of eight (8) hours for each month of completed service up to a maximum of one thousand four hundred forty (1440) hours which will be paid at full pay during the time of illness. Officers hired after the execution date of this Agreement (2/8/2016), shall accrue up to a maximum of six hundred and seven (607) hours which will be paid at full pay during the time of illness.

Officers hired on or after the execution date of this Agreement (2/8/2016) who have completed their

probationary period shall thereafter have 1.33 hours deducted monthly from their sick leave accrual converted to cash at the officer's month ending hourly rate of pay and contributed by the Employer directly into the officers Retirement Health Savings (RHS) account. Upon completion of probation an officer will have an amount of sick leave equivalent to 1.33 hours of sick leave times the number of months the officer was on probation deducted from his accrued sick leave. Such leave shall be converted to cash at the officer's then current hourly rate of pay and deposited into the officer's RHS account.

**Sick Leave Usage.** Sick leave is intended for officer illnesses or injuries which are non-duty related. Officers may also use sick leave for doctors' visits and illnesses within the officer's immediate family (defined as spouse, child, step child). It is expected that an officer utilizing sick leave will be at their residence during their hours of work unless they are seeking medical treatment or obtaining medication related to the illness.

Officers calling in sick should contact the Shift Commander as soon as possible, but at least one (1) hour prior to the assigned reporting time. They should notify the Shift Commander if they are using sick leave for themselves

or an immediate family member. When an employee has used sick or injury leave for a period of three full consecutive scheduled work days or longer, excluding regularly scheduled days off, it will be that employee's responsibility prior to his first day returning to work to provide a signed return to work release from his health care provider.

**Rapid Accrual.** Whenever an officer with at least 160 hours of sick leave uses 160 hours of sick time or more by reason of a serious health condition, defined as an illness, injury, impairment or physical or mental condition involving in-patient care or continuing treatment by a health care provider, and depletes all but eighty (80) hours of sick leave by reason of such serious health condition, the officer upon return to full-time work shall accrue sick leave at the rate of twenty (20) hours per month, less any time used during accrual, until his sick leave returns to the level maintained before the serious health condition.

**Sick Leave Abuse.** Abuse of paid leave is prohibited. Without limiting the City's ability to monitor, investigate and discipline sick leave abuse, the following situations are examples of potential sick leave abuse:

A pattern of sick leave usage, such as repeated use of one or two days of sick leave in conjunction with regular

days off, holidays, vacations or other days off, or repeated use of sick leave on a particular day of the week

Use of sick leave and being seen engaged in activities that indicate an ability to work.

Concerns regarding sick leave abuse will be addressed with the officers. If an officer (or their immediate family member) is experiencing an on-going medical situation they may provide information from their doctor detailing their need for sick leave. If an officer cannot provide or elects to not provide information progressive discipline will be administered. In situations of suspected sick leave abuse, officers may be required to provide medical verification of absences for any future sick leave occurrences for a period of six months.

**Sick Maximum/RHS.** Officers who reach the 1440 hour maximum will be eligible for eight (8) hours of the previous month's accrued but unused hours of sick time to be placed in the Retirement Health Savings account at the employee's month ending hourly rate. For Officers hired on or after the execution date of this agreement (2/8/2016) all sick leave hours accumulated by an Officer over 607 hours shall be compensated at seventy percent (70%) of the officer's month ending hourly rate of pay and paid by the City into the

officer's RHS account on a monthly basis in any month when an officer's sick leave accrual exceeds 607 hours.

**Sick Leave Buy Back.**

1). Officers who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with 20 or more years of service as recognized by the Police Pension Board as a sworn police officer, shall convert ~~accrued~~ sick leave to a Retirement Health Savings (RHS) account. The eligible conversion is up to a maximum of one thousand four hundred forty (1440) hours of accumulated unused sick leave at the officer's final hourly rate.

2). Officers hired on or after the execution date (2/8/2016) of this Agreement may accumulate up to 607 hours for buy back purposes. Payment for unused sick leave hours up to the maximum allowed shall be made to Officers who retire or leave the employment of the City under honorable circumstances (defined as any separation of service other than termination), with 20 or more years of service as recognized by the Police Pension Board as a sworn police officer in accordance with ~~the~~ following schedule:

1-125 hours	20%
126-255 hours	40%

256-380 hours	60%
381-607 hours	80%

All hours accumulated by an officer shall be paid by the City at the officer's final hourly rate of pay into the officer's RHS account. If an officer is eligible for an 80% buyback then all accrued hours from 1 to the officer's accrual shall be paid at 80%. If an officer is eligible for a 60% buyback then all hours from 1 to the officer's accrual shall be paid at 60% and so on.

If an officer dies while employed with the City and would have been eligible to receive payment of accumulated sick leave, said payment shall be paid to the RHS pursuant to the RHS plan document. The RHS plan document will be administered pursuant to the document in effect as of May 2008.

**Section 10.4. Jury Duty.**

Upon submission of official notification from the Jury Commission, an officer called to jury duty shall be released as provided in this Section. If the jury service occurs during the officer's shift, the officer shall be released without loss of pay; if the service occurs on the same day as an officer's duty, but not on his shift, the officer shall be given release time with full pay in an amount equal to the length of jury

service but not to exceed eight (8) hours. An officer released under this Section shall pay the City all amounts received for jury service for the period of time the officer is released.

**Section 10.5. Court Days.**

In recognition of the inconvenience endured by police officers in preparation for criminal trials which result in continuances or pleas of guilty which make the officer's appearance in court unnecessary, officers are granted thirty-two (32) hours paid leave per year which is in addition to all other paid leaves granted by this Contract, which is referred to as "Court Days". These days are to be used for paid leave purposes only, and are not subject to overtime, compensatory time off, or carryover. The officer shall request such time off from his shift commander, who shall not unreasonably withhold permission for such time off.

Court Days will not be paid out at the time of separation for employees with less than eighteen months of service.

**Section 10.6. Bereavement Leave.**

The City may grant officers paid time off from work in the event of the death of someone close to them, including family members and longtime friends. The amount of time off will depend upon the circumstances and the personal

needs of the officer and is at the discretion of the department head.

If leave is required beyond the initial authorization by the department head, approval must be obtained for the additional leave. The officer may be required to use available vacation or personal time.

**Section 10.7. Pregnancy.**

Officers who become pregnant and who are restricted from fulfilling the physical requirements of police work by their physician, shall be allowed to work in a light duty assignment, upon the request of the officer accompanied by a note from their physician, on a temporary basis not to exceed the length of the pregnancy up to the date of delivery.

**Section 10.8. Duty Related Injuries.**

Each employee covered by this Agreement who is injured in the line of duty shall receive the benefits provided for in the Public Employee Disability Act, 5 ILCS 345. Any employee covered by this Agreement who disputes amounts paid under this provision may file a grievance, if he executes a waiver of other legal remedies which may be available to the employee under 5 ILCS 345. No arbitrator shall have

jurisdiction to decide such a grievance absent execution of a waiver.

**Section 10.9. Convention Leave**

Executive Board members and/or delegates shall be allowed up to 160 hours paid release time annually in aggregate to attend the Policemen's Benevolent and Protective Association of Illinois State Convention. The president shall give notice of the delegates not less than 14 calendar days prior to the leave.

**Section 10.10. Other Leaves of Absence.**

Leaves of absence as defined by Bloomington Employee Handbook insofar as they are applicable to the Police Department and not contained or otherwise provided for in this Agreement, are hereby incorporated into this Agreement.

**Section 10.11. Scheduled Leave Days.**

There shall be no less than two (2) slots per shift on each shift, including first, second, third and power shifts, for the use of scheduled leave days. An officer may use held back individual vacation days, personal convenience days, court exchange days and compensatory time days for scheduled leave.

Scheduled leave days cannot be requested more than sixty (60) days prior to the proposed use of such time. Scheduled leave time shall be on a “first come, first served” basis. Scheduled leave time shall be in addition to annual bid vacation time. This Section shall not be interpreted to in any way limit the number of officers that a supervisor may additionally grant leave.

Once a scheduled leave day is granted it will not be revoked except in emergency circumstances.

**Section 10.12. Disciplinary Leave.**

When a disciplinary suspension is assessed, an officer may elect to work those suspension days and forfeit an equivalent amount of vacation, Personal Convenience Days, Court Exchange Days, earned time or straight time in lieu of serving the suspension without pay, and without impact to his seniority. However, for purposes of progressive discipline the official record and employment personnel file shall show the disciplinary suspension was given and served.

## **ARTICLE 11 UNIFORMS AND CLOTHING**

### **Section 11.1. Uniforms.**

The City agrees to furnish officers covered by this Agreement with uniforms and leather goods such as belts and holsters.

Officers covered by this Agreement shall maintain their uniform and leather goods in good repair in accordance with departmental rules.

Uniforms and leather goods damaged in the line of duty will be repaired or replaced at the expense of the City.

### **Section 11.2. Clothing Allowance.**

Non-uniformed officers shall be furnished an allowance of \$1000 per year if they are assigned to duties requiring plain clothes on January 1 of any calendar year. Payment shall be made to such eligible officer by January 15 of said calendar year. If an officer enters a plain clothes assignment after January 1<sup>st</sup> the officer shall receive \$83.00 per remaining calendar month. The allowance shall be paid in lump sum.

## **ARTICLE 12 FRINGE BENEFITS**

### **Section 12.1. Physical Fitness Incentive.**

The City of Bloomington will pay seventy-five dollars (\$75.00) toward the annual dues at any physical fitness

center designated by the City for any officer covered by this Agreement who desires to receive such contribution. Any officer desiring to participate, as a condition of participation, shall agree to the use of facilities of the centers so designated on an average of not less than twice per week over the course of the membership year or to refund the seventy-five dollars (\$75.00) to the City for any year in which his attendance averages less than twice per week.

**Section 12.2. Group Health Insurance.**

(a) The City will enroll all officers covered by this Agreement in one of the components of the City of Bloomington Employee Group Health Benefit Plan (~~Wellness PPO or Wellness HMO~~), unless an officer has elected Union Health Insurance coverage. The City agrees that an officer may select the Association Plan for himself, or for himself and his dependents in lieu of coverage under the City's Group Health Benefit Plan. If the officer makes such election, the City shall pay a portion of the monthly premium as outlined in subsection b.

(b) The City agrees to pay seventy-five percent (75%) of the full health insurance premium for employee coverage and seventy-five (75%) of the full health insurance premium for Employee +1 and Family for group health insurance

under the City of Bloomington Employee Health Care Plan or Association Plan for all benefited employees.

(Example of Family Coverage: Full family coverage premium X 75% equals City share; full family coverage premium X 25% equals employees share.)

(c) In any year in which the total amount of medical benefits paid is more than 150% of the average amount paid out over the past five (5) years, the City shall have the right to negotiate the type of benefits available under the City of Bloomington Employee Health Benefit Plan.

(d) The City will pay 50% of the premium for dental insurance for the officers and their dependents.

(e) The City will pay 50% of the premium for vision insurance for the officers and their dependents.

(f) An officer once electing coverage under the City's Group Health Benefit Plan or the Association Plan may not thereafter change to coverage under the other plan except through mutual agreement of the parties, unless the officer can show substantially changed and unanticipated family circumstances (such as divorce) unrelated to the health of the individual or his dependents.

(g) The Union waives the right to grieve or bargain over City changes and amendments to the City of

Bloomington Group Health Benefits(s) plans, or the effects of same. This waiver shall continue until the parties mutually agree otherwise.

**Section 12.3. Life Insurance.**

The City will provide officers with term life insurance in the amount of \$50,000.00, commencing the first day of the calendar month following the officer's hire date.

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**Section 12.4. Tuition Reimbursement.**

(a) The City will reimburse an officer for the cost of tuition, fees and any required books for a college course under the following conditions:

- (1) The officer notifies the Chief of Police prior to registration of his intent to claim tuition reimbursement for the course.
- (2) The course is required or part of a required sequence leading to a Bachelors or Master's Degree in Labor Relations, Criminal Justice, Public Administration, Police Science, Traffic and Safety Management or other course deemed by the Chief of Police or City Manager in his discretion to be of benefit to the Department.
- (3) At the end of any course eligible for tuition reimbursement under this Section, the City will reimburse the officer for tuition, fees and

required books according to the following schedule:

100% for a grade of A

100% for a grade of B

75% for a grade of C

(includes pass in a pass/fail option)

The amount reimbursed to the officer will be less any amount received for scholarships, military, financial aid grants, etc. Officers are required to disclose this information at the time their bills and grades are submitted. Monies received from what is commonly referred to as the "G.I. Bill" will not be considered when calculating the reimbursement.

(b) An officer who leaves the Department within one (1) year of receiving reimbursement for BA/BS classes will refund to the City the amount reimbursed for the previous twelve (12) months.

(c) An officer who leaves the Department within three (3) years of receiving reimbursement for MA/MS classes will refund to the City the amount reimbursed for the for the previous three (3) years.

(d) In the event an officer dies or becomes disabled and is no longer able to function in the capacity of a police officer, and the aforesaid time limitations have not expired, no fee or cost whatsoever shall be assessed to the officer or the officer's estate.

**Section 12.54. Damaged Personal Property.**

The City agrees to replace or repair at no cost to the officer personal items lost, damaged or stolen in the course of duty up to two hundred dollars (\$200.00) per item. Personal items shall be defined to include such things as an officer's wristwatch, gloves, flashlight or other items deemed appropriate by the City for replacement. Officers must request that the State's Attorney seek restitution for the value of personal property as a precondition for receiving reimbursement from the City. If restitution is obtained, the officer shall repay the City the full amount of the restitution or the amount they were reimbursed by the City, whichever is less.

**Section 12.65. Mileage Reimbursement.**

Officers required by a supervisor to use their private automobiles for pre-approved Department business shall be compensated at a rate set forth in applicable IRS regulations.

**Section 12.76. Survivor's Benefit.**

The City agrees that upon the death of an officer, the officer's estate shall receive full financial compensation for all unused vacation time, personal convenience time, wellness and accumulated earned time. The value of said

time will be calculated at the deceased officer's hourly rate of pay and multiplied by the amount of unused time as defined above.

**Section 12.87. Parking.**

The City shall provide, at no cost to the officer, two parking stickers for the lower parking lot directly east of the Department, which shall permit the officers to park in that lot so long as it is available for employee parking.

**Section 12.98. Professional Fees and Subscriptions.**

If, as a condition of employment, the City requires an officer to become a member of a professional organization, or if the City requires an officer to subscribe to a professional journal, the City agrees to pay such fees or subscriptions. This includes, but is not limited to, fees associated with becoming and maintaining "Notary Public" status.

**Section 12.109. Other Fringe Benefits.**

All other existing fringe benefits, including the longevity plan, in effect immediately prior to the execution of this Agreement shall remain the same during the term of this Agreement.

**ARTICLE 13 MEETINGS BETWEEN THE PARTIES**

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At least once each three (3) months the officers of the Police Benevolent and Protective Association, the Chief of Police, and a municipal administrative officer shall meet at a mutually agreeable time and place to exchange views and discuss matters of mutual concern. This Section shall not be applicable to any matter that is the subject of grievance that is being processed pursuant to the grievance procedure set forth herein.

#### **ARTICLE 14 MANAGEMENT RIGHTS**

It is recognized that the City has and will continue to retain the rights and responsibilities to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the City are the City's right to direct the working forces; to plan, direct, and control all the operations and services of the Police Department; to determine the methods, means, organizations, 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 make and enforce reasonable rules and regulations; 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.

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## **ARTICLE 15 OFFICER SAFETY**

### **Section 15.1. Unsafe Equipment.**

Ordinarily, no officer shall be required to use any equipment that is unsafe or not in proper working order for the use that said equipment is intended.

### **Section 15.2. Parking Lot Safety.**

Recognizing the need for adequate security for all officers in parking areas, the City will take reasonable steps to safeguard officer security.

### **Section 15.3. HIV.**

The parties understand that HIV is a highly communicable disease that could be life threatening if proper safety procedures are not followed. Facilities and officers will have available to them, at no cost, high quality HIV germicidal available for immediate use.

### **Section 15.4. Violence Prevention Initiative.**

The parties agree that the safety of officers is of paramount importance. Therefore, the parties agree that the City shall abide by the Bloomington Police Department SOP 6.22 titled "Threats Against Police Officers" as submitted on August 15, 2002.

**Section 15.5. Safety Equipment.**

The City may require officers to wear certain protective equipment. The City shall furnish any required safety clothing, at no cost to the officer. This may include, but is not limited to, bullet resistant vests, reflective vests, safety shoes, helmets, gloves, etc. The City shall provide necessary training for the use of safety equipment. The department shall replace the safety equipment in accordance with the manufacture's guidelines. No expired bullet resistant vest shall be issued to an officer without the officer's knowledge and consent.

**Section 15.6. Inoculations.**

The City of Bloomington agrees to pay all expense for reasonable inoculations or immunization shots for officers and/or members of their immediate family or household member when such becomes medically necessary as a result of said officer's exposure to a contagious disease, as defined by the United States Center for Disease Control, hazardous material, poison, poison gas, toxic materials or substances, radioactive material, biological weapon or similar calamity in the line of duty.

**Section 15.7. Decontamination.**

The City of Bloomington agrees to pay all expenses for reasonable decontamination or sterilization of the personal property of an officer and/or members of the officer's family or household when such becomes necessary as a result of said officer's exposure to anthrax, other biological weapon(s) or similar calamities, poison gas exposure such as to sarin, toxic material or substances, or radioactive exposure. The exposure(s) to such hazard(s) must be suffered by the officer while in the line of duty.

**ARTICLE 16 ASSOCIATION RIGHTS**

**Section 16.1. Retaliatory Actions Prohibited.**

No officer shall suffer adverse employment action or otherwise be discriminated against in regard to his employment or threatened with any such treatment as retaliation for or by reason of his or her exercise of the rights granted under this Agreement.

**Section 16.2. Notice of Policy Change.**

In an effort to encourage trust and communication, the City agrees, when operationally possible to give the existing Association President fifteen (15) days notice prior to implementation of any changes to the written policies or

work rules of either the police department or City involving conditions or employment.

**Section 16.3. Right to Data.**

The Association has the right to be furnished, upon request, and to the extent not prohibited by law, data and other information maintained by the City which is available and necessary for full and proper discussion, understanding and negotiation of subjects within the scope of collective bargaining. Denials of requests shall be in writing articulating the reason(s) for the refusal to provide said information. Denials of requests shall be grievable to Step 2 of the grievance procedure which shall not preclude or in any way limit the Association's right to challenge a denial in Circuit Court or at the Illinois State Labor Relations Board.

**Section 16.4. Union Security.**

The City agrees that it will not replace officers or allow officers other than Association officers to perform work which is recognized and has historically been performed by the Association officers, except during limited training or in cases of emergency (i.e. natural or manmade disasters).

## **ARTICLE 17 SAVINGS/CONFLICT**

### **Section 17.1. Savings.**

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

### **Section 17.2. Conflicts.**

Ordinances, rules and regulations of the City in conflict with the provisions of this Agreement are superseded as provided in Section 15(b) of the Illinois Public Labor Relations Act.

## **ARTICLE 18 ENTIRE AGREEMENT**

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.

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Therefore, the City and the Association for the duration of this Agreement, each voluntarily and unqualifiedly waive 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, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. The Union shall have the right to any impact or effects bargaining as provided by law.

**ARTICLE 19 DROP PLAN**

In the event the Illinois Statute applicable to officers is revised to authorize a Deferred Retirement Option Plan, the parties agree to bargain over the terms and conditions of implementation thereof. In the event the parties reach impasse, either party may invoke the impasse resolution provision of Section 14 of the Illinois Public Relations Act.

**ARTICLE 20 MANAGED COMPETITION**

The City agrees that it will not replace officers or allow officers other than Association Officers to perform traditional

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core police functions such as patrol and investigations as has historically been performed by Association officers, except during limited training or in cases of emergency (i.e. natural or man-made disasters). The City may, however, assign the following work to other than Association officers, including volunteers, where such assignment of work does not result in the layoff of any bargaining unit member(s): grant writing or other activities which have historically been performed by other than Association officers.

**ARTICLE 21 TERM OF AGREEMENT**

This Agreement shall be effective as of the day after it is signed by both parties and shall remain in full force and effect until the 30th day of April, 20~~20~~<sup>17</sup>. The parties agree that the term of this Agreement shall not be precedential. It shall be automatically renewed from month to month 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 this Agreement. In the event that such notice is given, negotiations shall begin not later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until a new agreement has been negotiated or arbitrated, and executed by the parties.

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IN WITNESS WHEREOF, the parties hereto have set their hands this \_\_\_\_\_ day of ~~November, 2017~~ February, 2016.

**POLICE BENEVOLENT AND PROTECTIVE  
ASSOCIATION, UNIT NO. 21**

/s/ \_\_\_\_\_

**CITY OF BLOOMINGTON, ILLINOIS**

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

/s/ \_\_\_\_\_

## APPENDIX A – 2014 Wage Tables

		May 1, 2017 2.5% Increase				
		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
	Probationary	\$59,737.60	\$3,992.08	\$63,729.68	\$28.72	\$43.08
	1 Year	\$66,560.00	\$4,448.00	\$71,008.00	\$32.00	\$48.00
	2 Years	\$72,113.60	\$4,819.13	\$76,932.73	\$34.67	\$52.01
	3 Years (BASE)	\$78,644.80	\$5,255.59	\$83,900.39	\$37.81	\$56.72
	5 Years 4%	\$81,785.60	\$5,465.48	\$87,251.08	\$39.32	\$58.98
	10 Years 7%	\$84,156.80	\$5,623.94	\$89,780.74	\$40.46	\$60.69
	15 Years 9%	\$85,716.80	\$5,728.19	\$91,444.99	\$41.21	\$61.82
	20 Years 14%	\$89,648.00	\$5,990.90	\$95,638.90	\$43.10	\$64.65
		May 1, 2018 2.5% Increase				
		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
	Probationary	\$61,235.20	\$4,092.16	\$65,327.36	\$29.44	\$44.16
	1 Year	\$68,224.00	\$4,559.20	\$72,783.20	\$32.80	\$49.20
	2 Years	\$73,923.20	\$4,940.06	\$78,863.26	\$35.54	\$53.31
	3 Years (BASE)	\$80,620.80	\$5,387.64	\$86,008.44	\$38.76	\$58.14
	5 Years 4%	\$83,844.80	\$5,603.09	\$89,447.89	\$40.31	\$60.47
	10 Years 7%	\$86,257.60	\$5,764.33	\$92,021.93	\$41.47	\$62.21
	15 Years 9%	\$87,880.00	\$5,872.75	\$93,752.75	\$42.25	\$63.38
	20 Years 14%	\$91,915.20	\$6,142.41	\$98,057.61	\$44.19	\$66.29
		May 1, 2019 2.5% Increase				
		ANNUAL BASE	HOLIDAY PAY	TOTAL ANNUAL	HOURLY RATE	OVERTIME RATE
	Probationary	\$62,774.40	\$4,195.02	\$66,969.42	\$30.18	\$45.27
	1 Year	\$69,929.60	\$4,673.18	\$74,602.78	\$33.62	\$50.43
	2 Years	\$75,774.40	\$5,063.77	\$80,838.17	\$36.43	\$54.65
	3 Years (BASE)	\$82,638.40	\$5,522.47	\$88,160.87	\$39.73	\$59.60
	5 Years 4%	\$85,945.60	\$5,743.48	\$91,689.08	\$41.32	\$61.98
	10 Years 7%	\$88,420.80	\$5,908.89	\$94,329.69	\$42.51	\$63.77
	15 Years 9%	\$90,084.80	\$6,020.09	\$96,104.89	\$43.31	\$64.97
	20 Years 14%	\$94,203.20	\$6,295.31	\$100,498.51	\$45.29	\$67.94





## CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of approving an Intergovernmental Agreement with District 87 for the Provision of Salt during 2017/2018 Winter Season at a cost of \$52.44 per ton

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

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

**STRATEGIC PLAN SIGNIFICANCE:** Partnering with others for the most cost effective service delivery.

**BACKGROUND:**

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

During the 2013/2014 winter season, District 87 purchased 56 buckets (238 tons) of salt from the City and paid \$58.34 per ton for a total of \$13,884.92. In the winter of 2014/2015, they purchased 30 buckets (127.5 tons) of salt at a price of \$61.01 per ton for a total of \$7,778.78, for the winter 2015/2016 they purchased 38 buckets (161.5 tons) of salt at a price of \$66.60 per ton for a total of \$10,755.90 and during the 2016/2017 winter season, they purchased 40 buckets (170 tons) of salt at a price of \$53.97 per ton for a total of \$9,174.90.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** District 87.

**FINANCIAL IMPACT:** The City will charge District 87 a cost of \$52.44 per ton which is comprised of the raw material cost of \$47.44 per ton in addition to overhead costs which include storage, hauling and loading fee of \$5.00 per ton. Revenue is budgeted in the Snow & Ice Removal-Miscellaneous Revenue account (10016124-57990). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 370.

**COMMUNITY DEVELOPMENT IMPACT:** *Not applicable*

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

Respectfully submitted for Council consideration.

Prepared by: Maria Basalay, Public Works Office Manager

Reviewed by: Jim Karch, P.E, CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink that reads "Steve Rasmussen". The signature is written in a cursive, flowing style.

Steve Rasmussen  
Interim City Manager

**Attachments:**

- PW 9B Intergovernmental Agreement.

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

In order to better conserve taxpayer dollars, the City of Bloomington (hereafter “City”) and Bloomington Public Schools, District 87 (hereafter “District 87”) hereby enter into the following agreement regarding road salt from the date of its execution through April 30, 2018.

1. The City store and load the salt from its 502 South East Street salt storage facility. District 87 will provide the transportation from this salt storage facility.
2. The City of Bloomington would prefer, but does not require, that the total salt distribution be taken by District 87 at one time. Loading of the salt will need to be arranged by District 87 with the City a minimum of 48 hours prior to the date of request. The City reserves the right to deny the timeline of pickup given based upon daily operations of the City.
3. The salt will be paid for by District 87 at a cost of \$52.44 per ton (this cost includes the raw material cost of \$47.44 per ton plus a storage, handling and loading fee of \$5 per ton).
4. The amount of salt provided to District 87 shall not exceed 250 tons prior to April 30, 2018.
5. This agreement shall be effective as of the date it is passed by the final party to do so.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

**CITY OF BLOOMINGTON**

**ATTEST**

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**BLOOMINGTON PUBLIC SCHOOL, DISTRICT 87**

\_\_\_\_\_  
John Dirks, Board President

\_\_\_\_\_  
Dated



## CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of approving an extension of Fuel Contract with Evergreen FS for Fleet Vehicles and Equipment.

**RECOMMENDATION/MOTION:** That the Fuel Purchasing Agreement with Evergreen FS be extended for one (1) year, the City Manager and City Clerk be authorized to execute the necessary documents and the Purchasing Agent authorized 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:** On October 14, 2014 a bid was released to supply Fuel for the City's vehicle and equipment needs. On November 10, 2014 the contract was awarded to Evergreen FS for one (1) year with four (4), one (1) year renewal options. This is the third renewal. The cost per gallon markup over terminal cost are as follows: Unleaded Gasoline with 10% ethanol, No. 1 diesel Fuel, No. 2 Diesel Fuel with up to 20% Bio added is \$.02 for transport loads and \$.18 for Tank Wagons. LP and Kerosene will be discounted 3% from retail at the time of purchase. These costs remain the same with each yearly renewal until October 31, 2019 when the contract will be rebid. Evergreen FS has met all of the current contract specifications.

These specifications are important to the City's ability to respond to its citizens needs in a natural or man-made disaster. These services include, bulk fuel transport to the bulk tank at the Public Works fuel station, deliveries to various smaller fuel tanks at the parks, golf courses, emergency generators for the Water Department, Fire Stations, Grossinger Motors Arena, sewer lift pump stations, and to fire apparatus at working fires. The fuel cards are used to purchase fuel from local stores when the Public Works Department fuel station is out of service for maintenance.

The local tank farm insures the ability to deliver fuel from the tank farm to the City in the event of disaster. The City has used this service in past winters during the big snow events when bulk fuel transports could not deliver fuel from out of town locations. Evergreen FS offers a fuel risk management program (hedging) that allows schools and municipalities to pool their fuel purchases for volume discounts and guaranteed fuel costs. Evergreen FS provides fuel storage tank sampling and testing with storage tank maintenance recommendations at no charge to the City on an annual basis.

The timely approval of this Bid is important for the City to have the ability to purchase fuel on contract or hedging fuel costs starting January 2018, as there is historicity that at this time, fuel is at its lowest price.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Previously bid in October 2014.

**FINANCIAL IMPACT:** In FY 2017, the City Purchased 351,426 gallons of transport fuel, 70,569 gallons of tank wagon fuel, and 19,768 gallons from local retailers; totaling 441,763 gallons, at a cost of \$834,930. The current year budget for FY 2018 is \$1,125,000.00 in the Fleet Management-Gas & Diesel Fuel account (10016310-71070). The City's Fiscal Year 2019 Proposed Budget for fuel is \$1,175,000. Stakeholders can locate the FY 2018 amount in the Budget Book titled "Adopted General Fund Budget" on page 386.

**COMMUNITY DEVELOPMENT IMPACT:** *Not applicable*

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

Respectfully submitted for Council consideration.

Prepared by: Rob Kronen, Superintendent of Fleet Maintenance

Reviewed by: Jim Karch, P.E, CFM, Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- PW 2B 11/10/2014 Original Fuel Purchase Council Memo
- PW 2C Motions for Extension of Fuel Contract
- PW 2D Fuel Contract Dates Document
- PW 2E Fuel Contract Agreement
- PW 2F Fuel Contract Budget Projection
- PW 2G Fiscal Years Fuel Cost Graph
- PW 2H Fuel Purchase Strategy



FOR COUNCIL: November 10, 2014

SUBJECT: Citywide Fuel Purchase for Fleet Vehicles and Equipment. (Bid # 2015-19 ReBid)

**RECOMMENDATION/MOTION:** That the Bid from Evergreen FS to purchase Fuel for one (1) year with the option of four (4) one year renewals based upon overall performance by Evergreen FS and mutual agreement of both parties and the Procurement Agent shall be authorized to issue a Purchase Order for same.

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

**STRATEGIC PLAN SIGNIFICANCE:** In order to be responsive to citizen needs, adequate resources must be provided to employees to fulfill the goal of providing quality basic services.

**BACKGROUND:** On October 14, 2014 a bid was released to supply Fuel for the City’s vehicle and equipment needs. On October 24, 2014 the bids were opened and the results are as follows. The prices are per gallon markup over Terminal cost:

Bidders Name	Unleaded Gasoline Transport	Unleaded Gasoline Tank Wagon	No.1 Diesel Transport	No.1 Diesel Tank Wagon	No.2 Diesel Transport	No.2 Diesel Tank Wagon	PL	Kerosene
Evergreen FS	\$.02	\$.18	\$.02	\$.18	\$.02	\$.18	3%	3%
Heritage Petroleum	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

Staff recommends awarding the Bid to Evergreen FS as they meet all of the requirements of the bid. The bid evaluations have shown this to be in the best interest of the City.

These specifications are important to the City’s ability to respond to its citizens needs in a natural or man-made disaster. These services include, bulk fuel transport to the bulk tank at the Public Works fuel station, deliveries to various smaller fuel tanks at the parks, golf courses, emergency generators for the Water Department, Fire Stations, US Cellular Coliseum, sewer lift pump stations, and to fire apparatus at working fires. The fuel cards are used to purchase fuel from local stores when the Public Works Department fuel station is out of service for maintenance. The local tank farm insures the ability to deliver fuel from the tank farm to the City in the event of disaster. The City has used this service in recent winters during the big snow events when bulk fuel transports could not deliver fuel. Evergreen FS offers a fuel risk management program (hedging) that allows school and municipalities to pool their fuel purchases for volume discounts

and guaranteed fuel costs. Evergreen FS provides fuel storage tank sampling and testing with storage tank maintenance recommendations at no charge to the City on an annual basis.

The timely approval of this Bid is important for the City to have the ability to purchase fuel on contract or (Hedge fuel) starting November 12, 2014 as this is the time historicity that fuel is at its lowest.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice of the bid was published in the Pantagraph on October 14, 2014. One (1) bid and one (1) no bid was received by the October 24, 2014 deadline.

**FINANCIAL IMPACT:** In Fiscal Year 2014, the City Purchased 375,191 gallons of transport fuel, 72,459 gallons of tank wagon fuel, and 17,966 gallons from a local retailer for a total of 465,616 gallons of fuel at a cost of \$1,510,696. It is projected that in FY 2015, the City will spend approximately \$1,572,000 for fuel. Fiscal Year 2016 is expected to be relatively unchanged. Fleet will propose for approval \$1,495,202 for the purchase of fuel for the City from the Fleet Management-Fuel account (10016310-71070).

Respectfully submitted for Council consideration.

Prepared by: Rob Krones ,Superintendent of Fleet Maintenance

Reviewed by: Jim Karch, PE CFM, Public Works 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

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

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

**Nays:** None.

**Motion carried.**

The following was presented:

**Item 7C. Appointments to the Bloomington-Normal Sister City Committee (Japan) and Board of Library Trustees.**

**Motion by Alderman Painter, seconded by Alderman Black Appointments be approved.**

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

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

**Nays:** None.

**Motion carried.**

The following was presented:

**Item 7D. Analysis of Bids and Approval for Gasoline and Dicsel Fuel.**

**Motion by Alderman Painter, seconded by Alderman Black that the Bid from Evergreen FS to purchase Fuel for one (1) year with the option of four (4) one year renewals be approved, and the Procurement Manager shall be authorized to issue a Purchase Order for same.**

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

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

**Nays:** None.

**Motion carried.**

The following was presented:

## CHART OF TANK SIZES, TYPE AND LOCATIONS

Current January 1, 2014

Fuel tank sizes and locations to refuel fleet vehicles and equipment:

### Public Service Department - 401 S. East St.

One - Diesel 10,000 gal. UST

One - Gasoline **unleaded** 6,000 gal. UST

Fleet Management Department places the orders for these two tanks

### Bloomington Water Department at Lake Bloomington

One - Gasoline 500 gal. AST Lake Bloomington Water Treatment Plant

One - On Road Diesel 500 gal. AST Lake Bloomington Water Treatment Plant

These two tanks are normally on a keep filled basis

### Parks and Golf Courses

One - On Road Diesel 500 gal. AST Forrest Park Maintenance Facility

One - Gasoline 500 gal. AST Forrest Park Maintenance Facility

One - Off Road Diesel 500 gal. AST Highland Golf Course

One - Gasoline 500 gal. AST Highland Golf Course

One - Off Road Diesel 500 gal. AST Prairie Vista Golf Course

One - Gasoline 500 gal. AST Prairie Vista Golf Course

One - Off Road Diesel 500 gal. AST The Den Golf Course

One - Gasoline 500 gal. AST The Den Golf Course

These fuel tanks are normally on a "keep filled" basis.

### Emergency Generators

The City also has many emergency generators at various locations in the Bloomington/Normal area and at Lake Bloomington for emergency operations. The successful Bidder will receive the list of emergency generators after the award of the contract. All emergency generators are accessible by tank wagons. Some emergency generators are on keep fill, but most have fuel ordered as needed by city staff.

### Renewal Options

1<sup>st</sup> Renewal: November 1, 2015 through October 31, 2016

2<sup>nd</sup> Renewal: November 1, 2016 through October 31, 2017

3<sup>rd</sup> Renewal: November 1, 2017 through October 31, 2018

4<sup>th</sup> Renewal: November 1, 2018 through October 31, 2019

**CITY OF BLOOMINGTON  
CONTRACT WITH**

**FOR**

**THIS AGREEMENT**, dated this \_\_\_\_ day of \_\_\_\_\_, 2016, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

**NOW THEREFORE**, the parties agree as follows:

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

**Section 2. Incorporation of Bid/RFP/RFO & Proposal Terms / Prevailing Wage.** This work was subject to the following procurement initiative by the CITY:

\_\_\_\_\_ (hereinafter "Request")

Accordingly, the provisions of the Request and the proposal submitted by CONTRACTOR (hereinafter collectively referred to as "Procurement Documents" and attached as Exhibit A), shall be incorporated into this Contract and made a part thereof and shall be considered additional contractual requirements that must be met by CONTRACTOR. In the event of a direct conflict between the provisions of this contract and the incorporated documents, the provisions of this contract shall apply. 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. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

**Section 3. Description of Services.** CONTRACTOR shall provide the services/work identified in the Procurement Documents, and specifically as follows: \_\_\_\_\_

**Section 4. Payment.** For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

\_\_\_ A flat fee of \$\_\_\_\_\_ as set forth in the Procurement Documents.

\_\_\_ Fees as set forth in the Procurement Documents.

**Section 5. Default and Termination.** Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

**Section 6. Representations of Vendor.** CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

**Section 7. Assignment.** Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

**Section 8. Compliance with Laws.** CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

**Section 9. Compliance with FOIA Requirements.** CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

**Section 10. Governing Law.** This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

**Section 11. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

**Section 12. Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**Section 13. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 14. Counterparts.** This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: \_\_\_\_\_  
Its City Manager

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

ATTEST:

By: \_\_\_\_\_  
City Clerk

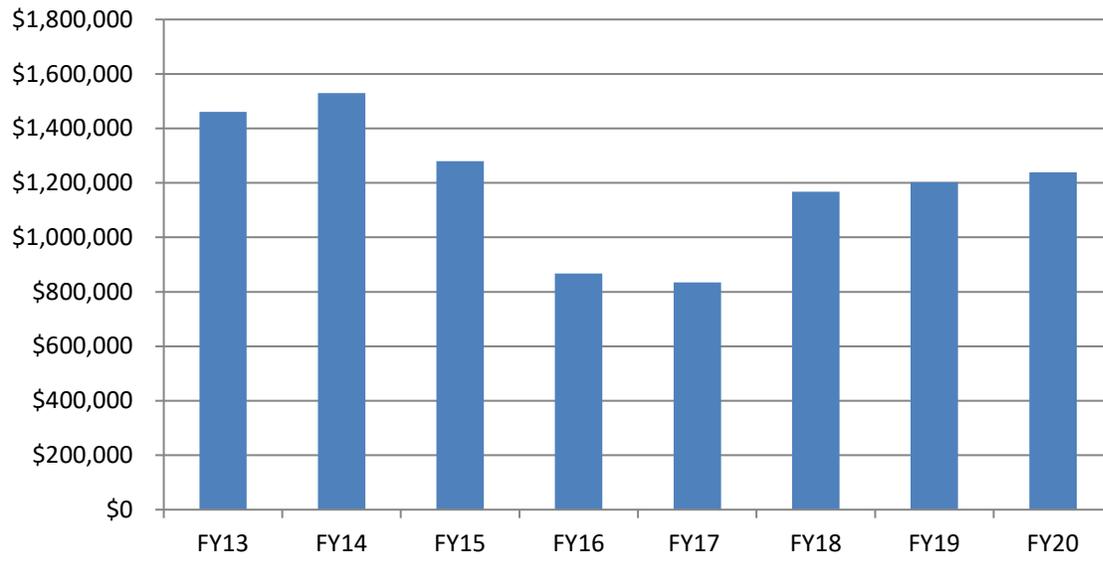
By: \_\_\_\_\_  
Its \_\_\_\_\_



CITY OF BLOOMINGTON, IL  
 PROJECTION 20175 / BUDGET ENTRY FUTURE YRS REPORT

ORG	OBJECT PROJ	DESC	2018	2019	2020	2021
10016310 Fleet Managemen						
10016310	54310	Fuel Othr	-225,291.00	-232,049.00	-239,011.00	-246,181.00
10016310	54320	Garage Chg	-2,727,258.00	-2,809,075.00	-2,893,348.00	-2,980,148.00
10016310	57990	OMisc Rev	-3,377.00	-3,478.00	-3,582.00	-3,690.00
10016310	61100	Salary FT	646,271.44	665,659.58	685,629.37	706,198.25
10016310	61130	Salary SN	24,637.60	25,376.73	26,138.03	26,922.17
10016310	61150	Salary OT	20,600.00	21,218.00	21,854.54	22,510.18
10016310	62101	Dent Ins	3,524.66	3,630.40	3,739.31	3,851.49
10016310	62102	Visn Ins	621.09	639.72	658.91	678.68
10016310	62104	BCBS 400	92,452.15	99,386.06	106,840.02	114,853.02
10016310	62106	HAMP-HMO	8,077.55	8,683.37	9,334.62	10,034.72
10016310	62110	Grp Lif In	627.27	646.09	665.47	685.43
10016310	62115	RHS Contrb	39.14	40.31	41.52	42.77
10016310	62120	IMRF	94,460.27	97,294.08	100,212.90	103,219.29
10016310	62130	SS Medicare	41,171.16	42,406.29	43,678.48	44,988.84
10016310	62140	Medicare	9,629.47	9,918.35	10,215.90	10,522.38
10016310	62180	Tool All	6,300.00	6,300.00	6,300.00	6,300.00
10016310	62191	Prot Wear	1,750.00	1,750.00	1,750.00	1,750.00
10016310	62990	Othr Ben	500.00	500.00	500.00	500.00
10016310	70430	MFD Lease	1,110.91	1,122.02	1,144.46	1,178.79
10016310	70510	RepMaint B	3,000.00	3,030.00	3,090.60	3,183.32
10016310	70520	RepMaint V	418,563.62	422,749.26	431,204.24	444,140.37
10016310	70530	RepMaint O	1,400.00	1,414.00	1,442.28	1,485.55
10016310	70540	RepMt Othr	2,702.32	2,729.34	2,783.93	2,867.45
10016310	70620	Towing	5,060.42	5,111.02	5,213.24	5,369.64
10016310	70631	Dues	546.36	551.82	562.86	579.75
10016310	70632	Pro Develp	1,236.00	1,248.36	1,273.33	1,311.53
10016310	70690	Purch Serv	15,913.50	16,072.64	16,394.09	16,885.91
10016310	70702	WC Prem	4,139.00	4,263.00	4,391.00	4,522.00
10016310	70703	Liab Prem	5,883.00	6,060.00	6,242.00	6,429.00
10016310	70704	Prop In Pr	1,773.00	1,826.00	1,881.00	1,937.00
10016310	70712	WC Claim	24,177.00	24,902.00	25,649.00	26,419.00
10016310	70713	Liab Claim	3,197.00	3,293.00	3,392.00	3,494.00
10016310	70714	Prop Claim	2,512.00	2,587.00	2,665.00	2,745.00
10016310	70720	Ins Admin	9,734.00	11,706.00	13,788.00	15,984.00
10016310	71070	Fuel	997,379.90	1,027,301.30	1,058,120.34	1,089,863.95
10016310	71075	Oil	70,110.56	70,811.67	72,227.90	74,394.74
10016310	71080	Maint Supp	3,320.80	3,354.01	3,421.09	3,523.72
10016310	71190	Other Supp	7,077.59	7,148.37	7,291.33	7,510.07
10016310	71340	Telecom	5,328.14	5,381.42	5,489.05	5,653.72
10016310	71710	Veh Equip	586,085.22	591,946.07	603,784.99	621,898.54
10016310	73401	Lease Prin	5,443.05	15,007.93	16,318.64	19,577.36
10016310	73701	Lease Int	539.91	1,773.85	1,444.84	1,618.22
TOTAL Fleet Managemen			170,969.10	170,237.06	170,833.28	185,610.85
TOTAL REVENUE			-2,955,926.00	-3,044,602.00	-3,135,941.00	-3,230,019.00
TOTAL EXPENSE			3,126,895.10	3,214,839.06	3,306,774.28	3,415,629.85

## Fiscal Year Fuel Costs



## **City of Bloomington Fuel Strategy**

Purchase 50% of yearly fuel in the Evergreen FS Risk Management Program.

Take delivery of fuel 50% of monthly use each month. Buy the remaining 50% each month on the market. Decide when to use Program fuel and when to buy fuel off the market each month based on fuel prices and trends for the month.

### **Risk Management Program**

The goal of this program is to reduce risk by locking in fuel prices during a time frame that historically offers fuel oil prices that are at a low point for the year. This program pools fuel from multiple users to get a volume discount.

Users must be enrolled by mid-December to participate and receive fuel from February 1 to January 30 of the following year. Evergreen takes the total gallons enrolled in the program and buys equal amounts of fuel on select trading days from December 1 thru January 30 for each month of the year. The product price is averaged and applied to each month plus applicable State and Federal taxes, and \$.02 Transport or \$.18 Tank Wagon per gallon as per our current contract with Evergreen FS.

### **Other agencies that use Risk Management Program**

District 87, Unit 5, Olympia, Heyworth, Clinton, Fieldcrest, Town of Normal

This past year the City placed 50% of their gallons in this program and left the other 50% to purchase at market price which allows for diversity in their fuel purchases. This strategy works well as there are periods when the market price is lower than the contract price, this allows for a lower average price for the month. Currently the contract price on the Risk Manager Program is averaging higher than the market price. Although the hope is that the program price is better than the market price as an average, the main objective is to remove the wide swings of the fuel prices throughout the year, and allow us to budget more accurately and consistently

### **Contract with Evergreen FS**

#### **Services with FS**

Contracting Fuels

Tank wagons fuel working fire trucks, tank farm in town

Bio Diesel purity

Tank sampling water, microbes

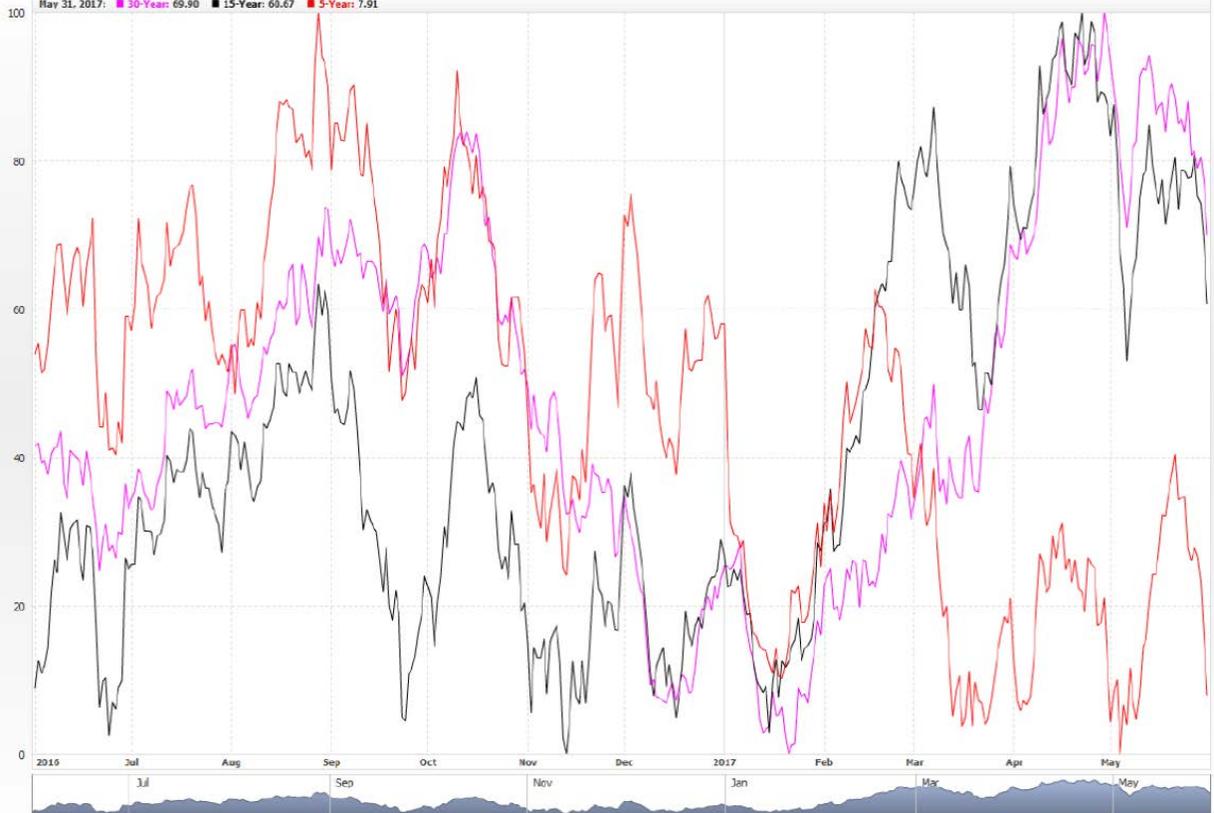
Market updates daily

Historical Fuel price trends over the last 30 years indicated that fuels should be purchased in the months of November thru December for the following year as shown on the chart below. In the last 5 years price trends indicate that fuels should be purchased in January.

As the world economy continues to improve crude oil costs will increase.

June NY Harbor US SD(NYM) Historical Patterns

May 31, 2017: 30-Year: 69.90 15-Year: 68.67 5-Year: 7.91



From: 2016 Jun 01 To: 2017 May 31

Zoom: 10D 1M 3M 6M 9M 1Y MAX



**CONSENT AGENDA ITEM NO. 7F**

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of approving the issuance of a Purchase Order in the amount of \$175,988.15 to CDWG, Inc. from the State of Illinois Department of Central Management Services (CMS) Joint Purchasing Contract (CMS69451150) for Microsoft Enterprise Agreement licensing.

**RECOMMENDATION/MOTION:** That Council approve a Purchase Order to CDWG, Inc. for the 2016 Microsoft Enterprise Agreement (EA) software maintenance and support covering the City’s Microsoft licensing, in the amount of \$175,988.15 from the State of Illinois Department of Central Management Services (CMS649451150), the Interim City Manager and City Clerk be authorized to sign the necessary documents, and the Procurement Manager be authorized to issue the purchase order.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 4 – City Services delivered in the most cost-effective, efficient manner. Microsoft software licenses (PC/Server operating systems, enterprise databases, office productivity software, etc.) are used by staff within every City department supporting daily operations of the City. As such, it is a critical component of achieving the high level of customer service the City of Bloomington strives for.

**BACKGROUND:** The City participates in an EA (Enterprise Agreement) with Microsoft Corporation for the use of its Microsoft licenses. The EA is implemented in successive three year agreements. Assuming Council approval, this year would mark the beginning of another three year agreement which would run through October, 2020. The current request would provide Microsoft licensing through October, 2018. Staff will come back to Council for expenditure approval for the following two years of the contract.

These licenses include desktop and server operating systems, enterprise databases, office productivity software, network management software and terminal emulation software used to provide desktop application services across some of the City’s slower WAN (Wide Area Network) links. Participation in the EA agreement provides version updates to all software, support, training and transition rights to software when computer hardware is replaced.

Costs for the previous two (2) years of Microsoft EA licensing were:

FY2017	\$147,437.77
FY2016	\$147,576.83

The FY2018 payment is higher as it includes Microsoft Office365 licensing for all City end users. The purchase of these licenses will allow the planned migration from the City's current email system to the Office 365 cloud environment and provide many other productivity improvements to City employees. Although a firm migration/go-live date has not been set, the current target is within the first half of calendar year 2018.

As the Microsoft EA is a three year agreement, licensing costs are spread across all three years. There are provisions within the agreement allowing the City to terminate should funds not be available in future budget years.

The City is able to participate in the Microsoft EA under the State of Illinois Joint Purchasing Contract (Contract: Illinois Microsoft EA Agreement, CMS6945110 – valid through 9/30/19) under which the State of Illinois has negotiated with Microsoft for lower licensing costs. The Microsoft reseller selected to manage the State of Illinois contract is CDWG, Inc., of Vernon Hills, IL. As such, the City may only participate in the Microsoft EA by purchasing through CDWG.

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

**FINANCIAL IMPACT:** The \$175,988.15 has been budgeted in the FY 2018 Budget under Information Services - Repair/Maintenance Office and Computer Equipment account (10011610 -70530). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 167.

**COMMUNITY DEVELOPMENT IMPACT:** Not Applicable

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

Respectfully submitted for Council consideration.

Prepared by: Scott A. Sprouls, Information Services Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- IS 1B FY2018 Microsoft EA Renewal – CDWG Pricing.pdf
- IS 1C FY2018 Microsoft EA Renewal – Microsoft Agreement.pdf
- IS 1D FY2018 Microsoft EA Renewal – IL State CDWG Contract 2015 Signed.pdf



CDW Government, LLC  
Microsoft Enterprise 6.6 Agreement Pricing

Date 10/30/17  
Account Manager Philippe Stapp

**Enterprise Quote  
for**

VSL Specialist Pat McCormack  
Channel Price Sheet Month

**City of Bloomington**

Unless otherwise noted, All Quotes expire upon current month's end

**Annual Payment**  
Customer to make three annual payments to CDW-G

Microsoft Part #	Description	Level	Quantity	Year 1		Year 2		Year 3	
				Price	Extended	Price	Extended	Price	Extended
AAA-12417	CoreCALBridgeO365FromSA ALNG SubsVL MVL Pltfrm PerUsr	D	660	\$ 14.93	\$ 9,853.80	\$ 14.93	\$ 9,853.80	\$ 14.93	\$ 9,853.80
AAA-11924	O365E3FromSA ShrdSvr ALNG SubsVL MVL PerUsr	D	660	\$ 168.14	\$ 110,972.40	\$ 168.14	\$ 110,972.40	\$ 168.14	\$ 110,972.40
KV3-00353	WINE3perDVC ALNG SA MVL Pltfrm	D	555	\$ 38.74	\$ 21,500.70	\$ 38.74	\$ 21,500.70	\$ 38.74	\$ 21,500.70
076-01912	Prjct ALNG SA MVL	D	6	\$ 106.32	\$ 637.92	\$ 106.32	\$ 637.92	\$ 106.32	\$ 637.92
D87-01159	VisioPro ALNG SA MVL	D	11	\$ 90.66	\$ 997.26	\$ 90.66	\$ 997.26	\$ 90.66	\$ 997.26
359-00792	SQLCAL ALNG SA MVL DvcCAL	D	24	\$ 33.79	\$ 810.96	\$ 33.79	\$ 810.96	\$ 33.79	\$ 810.96
228-04433	SQLSvrStd ALNG SA MVL	D	6	\$ 145.06	\$ 870.36	\$ 145.06	\$ 870.36	\$ 145.06	\$ 870.36
7NQ-00292	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic	D	18	\$ 580.24	\$ 10,444.32	\$ 580.24	\$ 10,444.32	\$ 580.24	\$ 10,444.32
T98-00798	WinRghtsMgmtSrvcsCAL WinNT ALNG SA MVL DvcCAL	D	1	\$ 6.59	\$ 6.59	\$ 6.59	\$ 6.59	\$ 6.59	\$ 6.59
6VC-01253	WinRmtDsktpSrvcsCAL ALNG SA MVL DvcCAL	D	46	\$ 16.48	\$ 758.08	\$ 16.48	\$ 758.08	\$ 16.48	\$ 758.08
9EN-00198	SysCtrStdCore ALNG SA MVL 2Lic CoreLic	D	8	\$ 18.13	\$ 145.04	\$ 18.13	\$ 145.04	\$ 18.13	\$ 145.04
9GS-00135	CISSteDCCore ALNG SA MVL 2Lic CoreLic	D	48	\$ 164.84	\$ 7,912.32	\$ 164.84	\$ 7,912.32	\$ 164.84	\$ 7,912.32
9GA-00310	CISSteStdCore ALNG SA MVL 16Lic CoreLic	D	320	\$ 34.62	\$ 11,078.40	\$ 34.62	\$ 11,078.40	\$ 34.62	\$ 11,078.40
				<b>Year 1 Total</b>	<b>\$ 175,988.15</b>	<b>Year 2 Total</b>	<b>\$ 175,988.15</b>	<b>Year 3 Total</b>	<b>\$ 175,988.15</b>
				<b>Three Year Total</b>	<b>\$ 527,964.45</b>				

**Notes**

**Terms & Conditions**

Terms and Conditions of sales and services projects are governed by the terms at:  
<http://www.cdwg.com/content/terms-conditions/product-sales.aspx>

## Program Signature Form

MBA/MBSA number		0667027
Agreement number	01E73861	

**Note:** Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	
Enterprise Enrollment	X20-10634 (new)
<Choose Enrollment/Registration>	
Product Selection Form	0667027.002
Enrollment Amendment	M97 (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
<b>Name of Entity (must be legal entity name)*</b> City of Bloomington <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>
<b>Tax ID</b>

\* indicates required field

<b>Microsoft Affiliate</b>
<b>Microsoft Corporation</b>
<b>Signature</b> _____ <b>Printed First and Last Name</b> <b>Printed Title</b> <b>Signature Date</b> (date Microsoft Affiliate countersigns)
<b>Agreement Effective Date</b> (may be different than Microsoft's signature date)

**Optional 2<sup>nd</sup> Customer signature or Outsourcer signature (if applicable)**

<b>Customer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

<b>Outsourcer</b>
<b>Name of Entity (must be legal entity name)*</b> <b>Signature*</b> _____ <b>Printed First and Last Name*</b> <b>Printed Title</b> <b>Signature Date*</b>

*\* indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

**Microsoft Corporation**  
 Dept. 551, Volume Licensing  
 6100 Neil Road, Suite 210  
 Reno, Nevada 89511-1137  
 USA

## Enterprise Enrollment

## State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	6231695		

**This Enrollment must be attached to a signature form to be valid.**

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

**Effective date.** If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

**Term.** The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

## ***Terms and Conditions***

### ***1. Definitions.***

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

## **2. Order requirements.**

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
  - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
  - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
  - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order

is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
  - (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
  - (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
  - (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were ordered.
  - (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
    - 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
    - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
    - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
  - (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
  - (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-

year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

  - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
  - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.
- i. Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

### **3. Pricing.**

- a. Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.
- b. Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft's prices to Resellers are reestablished at the beginning of the renewal term.

### **4. Payment terms.**

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

## 5. **End of Enrollment term and termination.**

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.
- c. **If Enrolled Affiliate elects not to renew.**
  - (i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.
  - (ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.
    - 1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) for up to one year, unless designated in the Product Terms to continue until cancelled, is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.
    - 2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.
  - (iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.
- d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.
- e. **Early termination.** Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

## 6. **Government Community Cloud.**

- a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.
- b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.
- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
  - (i) Government Community Cloud Services will be offered only within the United States.
  - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
  - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



## **Enrollment Details**

### **1. Enrolled Affiliate's Enterprise.**

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Include future Affiliates

### **2. Contact information.**

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (\*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

**Name of entity (must be legal entity name)\*** City of Bloomington

**Contact name\* First** Scott **Last** Sprouls

**Contact email address\*** [ssprouls@cityblm.org](mailto:ssprouls@cityblm.org)

**Street address\*** 109 E. Olive St

**City\*** Bloomington

**State/Province\*** IL  
**Postal code\*** 61701-5217  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\*** USA  
**Phone\*** 309-434-2473  
**Tax ID**  
*\* indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

**Contact name\* First Last**  
**Contact email address\***  
**Street address\***  
**City\***  
**State/Province\***  
**Postal code\*** -  
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)  
**Country\***  
**Phone\***

**Language preference.** Choose the language for notices. English  
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.  
*\* indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

**Contact name\*: First Last**  
**Contact email address\***  
**Phone\***

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.  
*\* indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

**Reseller company name\*** CDW Logistics, Inc  
**Street address (PO boxes will not be accepted)\*** 200 N Milwaukee Ave  
**City\*** Vernon Hills  
**State/Province\*** IL  
**Postal code\*** 60061  
**Country\*** USA  
**Contact name\*** Patrick McCormack  
**Phone\*** 312-705-5675  
**Contact email address\*** patrick.mccormack@s3.cdw.com  
*\* indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

<b>Signature*</b> _____
<b>Printed name*</b>
<b>Printed title*</b>
<b>Date*</b>

*\* indicates required fields*

**Changing a Reseller.** If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
  - (ii) Software Assurance manager
  - (iii) Subscriptions manager
  - (iv) Customer Support Manager (CSM) contact

### **3. Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing?  Yes,  No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

## Amendment to Contract Documents

Enrollment Number

0667027

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

### Enterprise Enrollment (Indirect) Invoice for Quoted Price Amendment ID M97

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is hereby amended to add the following paragraph:

The price quoted to Enrolled Affiliate's Reseller is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate's Reseller based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate's Reseller will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate's Reseller.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

**This Amendment must be attached to a signature form to be valid.**

#### Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Aug2017)v2(IU).docx		M97	B
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## Proposal ID

0667027.002

## Enrollment Number

Language: English (United States)

## Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	555	660	0.8	Yes	User Licenses

Products	Enterprise Quantity
<b>Office 365 Plans</b>	
Office 365 Plan E3 USL	660
<b>Client Access License (CAL)</b>	
<b>Core CAL</b>	
Core CAL Bridge for Office 365 From SA	660
<b>Windows Desktop</b>	
Windows Enterprise OS Upgrade	555

## Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
<b>Enterprise Products</b>	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
<b>Quantity</b>	660	660	0	555

## Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
<b>Enterprise Products and Enterprise Online Services USLs:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
<b>Additional Product Application Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
<b>Additional Product Server Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
<b>Additional Product Systems Pool:</b> Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

## NOTES

Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:

Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D

**Note 1:** Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.

**Note 2:** Unless otherwise indicated in associated Agreement documents, the CAL selection must be the same across the Enterprise for each Profile.

**Note 3:** Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade. See Product Terms for details.

**Note 4:** If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.

STATE OF ILLINOIS

CONTRACT

Illinois Department of Central Management Services (CMS)

Microsoft Large Account Reseller

CMS6945110

VENDOR

Vendor Name: CDW Government, LLC	Address: 230 N. Milwaukee Avenue, Vernon Hills, IL 60061
Signature: 	Phone: 312.547.2993
Printed Name: Tara K Barbieri	Fax: 312.752.3910
Title: Director, Program Sales	Email: tarabar@cdwg.com
Date: 29 September, 2015	

STATE OF ILLINOIS

Procuring Agency or University: Central Management Services	Phone: 312-814-5655
Street Address: 100 W. Randolph	Fax: 312-814-6886
City, State ZIP: Chicago, IL 60601	
Official Signature: 	Date: 10/21/15
Printed Name: Tom Tyrrell	
Official's Title: Director	
By: Signature: 	Date: 10/21/15
By: Printed Name: Tracy Rutter	
By: Title: BOSS - COO	

## 1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. **GOAL:** The Illinois Department of Central Management Services (CMS) requires the services of a Microsoft certified Large Account Reseller (LAR) to provide products and services available under the Microsoft Select Plus, Enterprise, and Premier Support Agreements. Additionally, the State requires value added services such as reporting, on-line tracking, etc.

1.2. **SUPPLIES AND/OR SERVICES REQUIRED:** The Illinois Department of Central Management (CMS) is executing a statewide master contract with a single Microsoft certified reseller for the purchase of software products, software assurance, support and premier services available via the State's Microsoft Select Plus, Enterprise, and Premier Support Agreements. This contract is available to all state agencies, boards, commissions and educational institutions to purchase software products, software assurance, support and premier services on an as needed, if needed basis. In addition, all State and other governmental units (including not-for-profit entities) authorized by law to participate in the Joint Purchasing Program may utilize this contract. This authority is governed by the State's Procurement Code and Rules and the Governmental Joint Purchasing Act [30 ILCS 525].

The State of Illinois has entered into a Select Plus Agreement, a Master Services Agreement, a Premier Support Agreement, and an Enterprise Agreement with Microsoft.

Vendor shall act as agent of record during the term of this contract and shall maintain and update the licensing records of each eligible agency that purchases from this contract. Vendor shall be responsible for fulfilling orders placed against the Premier, Select Plus and Enterprise Agreements.

Vendor shall be responsible for the preparation and submission of applicable reports in proper format to Microsoft to ensure the Buyer receives proper credit for all purchases of Microsoft software products against the Microsoft Select Plus and Enterprise Agreements. Vendor shall be responsible for the resolution of any report discrepancies with Microsoft to ensure the Buyer receives appropriate credit for all Microsoft Select Plus and Enterprise software product purchases.

The State shall have no minimum purchase obligation or minimum order requirement under this contract. Orders against this contract will be made by the State using a State approved form (e.g. Basic Ordering Agreement (BOA)) on an as needed, if needed basis. Other governmental units of the State will submit their own purchase forms. Orders written through and including the last day of the resulting contract shall be honored. Each individual order will have its own ship to/bill to information.

All products furnished shall be new, unused, or most recent manufacture and not discontinued. If an item becomes discontinued or otherwise not available during the term, the vendor may propose to substitute an equivalent or better product at no additional cost, subject to approval by the Department of Central Management Services.

The State recognizes that the manufacturer may make changes to service offerings at any time during the contract term (including optional renewals). Vendor is responsible for notifying buyer of such changes. Discount levels/pricing structure shall remain consistent. Vendor shall pass on any price decreases that take effect during the term of the contract, including optional renewals, to the customer.

1.2.1 The Vendor, at no cost, must have in place a purchase tracking system, which will include an accurate inventory record of all purchases under this Contract, and must also have the capability of

keeping track of maintenance renewal and other significant due dates. At a minimum, this system must be able to provide this information by each State of Illinois agency, board, commission, county and municipality. Vendor shall work with the State of Illinois, Microsoft, subsequent software vendors and hardware computer vendors to ensure the most comprehensive record of licenses is created, maintained, and the information transferrable. Details on how licenses are to be tracked and managed under the contract will be determined by the State of Illinois. The foregoing information shall be made available upon request and at no cost.

**1.2.2** Vendor shall, **within 60 days of the execution of the contract**, make available an Internet website dedicated to the State of Illinois for this contract. Vendor shall post current State of Illinois Contract pricing to the website and shall ensure posted pricing is current for the duration of the contract. Throughout the contract period, Vendor shall be responsible for updating website pricing and product content within two weeks of receipt of updated product pricing information from Microsoft.

**1.2.3** Vendor shall be responsible for providing training, at purchasing entity's request and at no cost to the purchasing entity, on the use of the Microsoft Volume Licensing System website, as well as the overall structure of the State's Select Plus, Premier and Enterprise Agreements.

**1.2.4** Vendor must be authorized by Microsoft to resell and deliver Microsoft brand software products, software assurance, support and premier services throughout the term of this Contract.

**1.3 MILESTONES AND DELIVERABLES:** N/A

**1.4 VENDOR / STAFF SPECIFICATIONS:** Vendor shall be authorized by Microsoft to resell Microsoft brand software products, software assurance, support and premier services and must have the ability to resell and deliver products and services to the customer on behalf of the manufacturer.

**1.5 TRANSPORTATION AND DELIVERY:** Transportation and delivery shall be as stated on each individual order. The State prefers electronic delivery of licenses. Vendor shall not charge for shipping/handling.

**1.6. SUBCONTRACTING**

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized?  Yes  No



A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: N/A

Amount to Be Paid: N/A

Address: N/A

Description of Work: N/A

**If additional space is necessary to provide subcontractor information, please attach an additional page.**

1.6.3. For the subcontractors identified above, the Vendor must provide each subcontractor's Financial Disclosures and Conflicts of Interest to the State.

1.6.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

**1.7. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: United States

Value of services performed at this location: The values of services to be performed on location will be determined on a project-by-project basis and accompanied with a Statement of Work (SOW) detailing the location and effort of services.

- Location where services will be performed: United States

Value of services performed at this location: The values of services to be performed on location will be determined on a project-by-project basis and accompanied with a Statement of Work (SOW) detailing the location and effort of services.

**2. PRICING**

**2.1 FORMAT OF PRICING:**

2.1.1 Vendor's pricing in the format shown below, is based on the terms and conditions set forth in section 1 of this Contract.

Percentage discount to be applied to the Microsoft published ERP pricing level D for purchases placed against both the Select Plus and Enterprise Agreements.

<b>Software/Software Assurance Purchases</b>		
Description	Discount	
Select Plus Agreement	21.19%	
Enterprise Agreement	17.58%	

Percentage mark up to be applied to purchases of premier Support Services.

<b>Premier Support</b>		
Description		Mark Up
Premier Support		3.5%

**2.2 TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract is firm.

**2.3 EXPENSES ALLOWED:** Expenses are not allowed.

**2.4 DISCOUNT:** The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.

**2.5 VENDOR'S PRICING:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.5.1. Vendor's Price for the Initial Term: Pricing/Discount Percentage/Mark Up Percentage as shown in Tables in Section 2.1.1.

2.5.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.5.2.1. Agency/University Formula for Determining Renewal Compensation: N/A.

2.5.2.2. Vendor's Price for Renewal(s): N/A

**2.6 MAXIMUM AMOUNT:** The total payments under this contract shall not exceed \$N/A without a formal amendment. The maximum amount will be entered by the State prior to execution of the contract.

### 3. TERM AND TERMINATION

**3.1 TERM OF THIS CONTRACT:** The initial term of this contract shall begin upon execution by the State or October 1, 2015 (whichever is later), and expire on September 30, 2019.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

**3.2 RENEWAL:** None

**3.3 TERMINATION FOR CAUSE:** The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

**3.4 TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

**3.5 AVAILABILITY OF APPROPRIATION:** This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

#### 4. STANDARD BUSINESS TERMS AND CONDITIONS

##### 4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's/University's Illinois tax exemption number and Federal tax exemption information.
- 4.1.6.2 Vendor shall invoice upon delivery of each order.

Send invoices to:

Agency/University:	Per Order
Attn:	Per Order
Address:	Per Order
City, State Zip	Per Order

- 4.2 ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

- 4.6 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 **CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- 4.9 **USE AND OWNERSHIP:** No work for hire is contemplated as of the date this contract is executed. Provided, however, to the extent work for hire is contemplated during the term of this contract, an agreement with regard to work for hire will be negotiated and set forth in the SOW giving rise to such work for hire.
- 4.10 **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) the services or goods provided under the contract infringing, misappropriating, or otherwise violating any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages. Further, except for Vendor's indemnification obligations and any damage to person (including death) or property, Vendor's liability for any other damages shall not exceed \$1 million.
- 4.11 **INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance. The State shall be included as additionally insured under general liability insurance and evidenced on the Certificate. Insurance may not be modified or canceled until Vendor provides at least 30 days' notice to the State. Vendor shall provide (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-

owned Auto, (Combined Single Limit Bodily Injury and Property Damage ) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

**4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

**4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

**4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

**4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

**4.16 APPLICABLE LAW:**

**4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

**4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

**4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

**4.16.4 OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).

**4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

**4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

- 4.19 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.20 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 4.21 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.22 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- 4.23 SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.24 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.24.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.24.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.24.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor

performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

- 4.25 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.
- 4.26 EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.
- 4.27 SUPPLEMENTAL TERMS:** Notwithstanding any provision to the contrary in the Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:
- 4.27.1 The procuring Agency and the State do not waive sovereign immunity;
  - 4.27.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;
  - 4.27.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;
  - 4.27.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end user license agreement or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.
  - 4.27.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);
  - 4.27.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of Section 4.10 of the Contract; and
  - 4.27.7 Vendor's liability shall be governed by the terms and conditions contained in Section 4.10 of the Contract.

## 5. STATE SUPPLEMENTAL PROVISIONS

- Agency/University Definitions

[Click here to enter text.](#)

- Required Federal Clauses, Certifications and Assurances

Vendor certifies that during the last five (5) years no order, judgment or decree of any Federal authority has been issued barring, suspending, or otherwise limiting its right to contract with any governmental entity, including school districts, or to engage in any business practice or activity. Vendor further certifies that it will include this certification within every subcontract related to performance of this contract.

- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

[Click here to enter text.](#)

- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

[Click here to enter text.](#)

- Agency/University Specific Terms and Conditions

[Click here to enter text.](#)

- Other (describe)

## 6. STATE OF ILLINOIS STANDARD CERTIFICATIONS

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Certification form provided by the State.

If this contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

6.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

6.2 Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

6.3 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

6.4 Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

6.5 Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1-15.80, 20-43.

- 6.6 To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
- 6.7 Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.
- 6.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10.
- 6.9 If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false. 30 ILCS 500/50-10.5.
- 6.10 Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), *amended* by Pub. Act No. 97-0895 (August 3, 2012).
- 6.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt. 30 ILCS 500/50-11, 50-60.
- 6.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act and acknowledges that failure to comply may result in the contract being declared void. 30 ILCS 500/50-12.
- 6.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14.
- 6.14 Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

- 6.15 Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.
- 6.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38.
- 6.17 Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.
- 6.18 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50.
- 6.19 Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.
- 6.20 Drug Free Workplace
- 6.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
- 6.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580.
- 6.21 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.
- 6.22 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4.
- 6.23 Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.
- 6.24 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club." 775 ILCS 25/2.
- 6.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.
- 6.26 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584.

- 6.27 Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.
- 6.28 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 6.29 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at ([www.dhs.state.il.us/iitaa](http://www.dhs.state.il.us/iitaa)) 30 ILCS 587.
- 6.30 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

Vendor is not required to register as a business entity with the State Board of Elections.

or

Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

- 6.31 Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.
- 6.32 A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A.  Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B.  Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C.  Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as

being non-responsive or not responsible and may disqualify the Vendor.

- D.  Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

6.33 Vendor certifies that, for the duration of this contract it will:

- post its employment vacancies in Illinois and border states on the Department of Employment Security's IllinoisJobLink.com website or its successor system; or
- will provide an online link to these employment vacancies so that this link is accessible through the IllinoisJobLink.com website or its successor system; or is exempt from 20 ILCS 1005/1005-47 because the contract is for construction-related services as that term is defined in section 1-15.20 of the Procurement Code; or the contract is for construction and vendor is a party to a contract with a bona
- fide labor organization and performs construction. (20 ILCS 1005/1005-47).

**STATE OF ILLINOIS  
TAXPAYER IDENTIFICATION NUMBER**

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I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: CDW Government LLC

Business Name: [Click here to enter text.](#)

Taxpayer Identification Number:

Social Security Number: [Click here to enter text.](#)

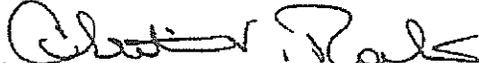
or

Employer Identification Number: 36-3310735

Legal Status (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental   |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input type="checkbox"/> Tax-exempt  | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)   |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input checked="" type="checkbox"/> Limited Liability Company<br>(select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input checked="" type="checkbox"/> C = corporation   |
|  | <input type="checkbox"/> P = partnership  |

Christina V. Rother, President

Signature of Authorized Representative: 

Date: September 4, 2015

**Vendor Registration: View Form**



**Business Name: CDW GOVERNMENT LLC**

Main General Info Public Profile Users Commodity Codes Contacts & Owners

Comments Reviews Certifications Site Visits Registrations

[Return to Main Form](#)

**Vendor Registration**

Form Name	<b>I. Financial Disclosure &amp; Conflicts of Interest</b>
Description	<b>Complete the Financial Disclosure &amp; Conflicts of Interest form</b>
Date Submitted	<b>9/14/2015</b>
Status	<b>Accepted</b>
Business Name	<b>CDW GOVERNMENT LLC</b>
Point of Contact	<b><u>YOLANDA BLOMQUIST</u></b>
Flag Form	<b><u>Add Flag</u></b>

**I. Financial Disclosures & Conflicts of Interest**

A. Identify the applicable entity type.

**Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)**

B. Is there a parent entity that owns 100% of the business?

Yes

Document	Status
<b>Parent Form</b> <a href="#">10K (PDF, 1.17 MB)</a> <a href="#">Parent Form (PDF, 787.19 KB)</a>	Attached by YOLANDA BLOMQUIST on 9/14/2015

C. Instrument of Ownership or Beneficial Interest

**Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)**

1. Is there any individual or entity who meets ANY of the following thresholds: (a) Owns more than 5% of the business, (b) Holds ownership share of the business valued in excess of \$106,447.20, (c) Is entitled to more than 5% of the business' distributive income, or (d) Is entitled to more than \$106,447.20 of the business' distributive income?

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
<b>List of individuals or entities meeting one or more of the listed thresholds.</b> <a href="#">IPG Percentage of Ownership and Distributive Income Form (DOCX, 146.59 KB)</a>	Attached by YOLANDA BLOMQUIST on 9/14/2015

2. Please certify that the following statement is true: all individuals or entities that hold an ownership interest in the business of greater than 5% or valued greater than \$106,447.20 have been disclosed in Question 1.

Yes

3. Please certify that the following statement is true: all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the business have been disclosed in Question 1.

Yes

4. Disclosure of Board of Directors for Not-for-Profit entities.

Not applicable - For-Profit Entity

5. For the individuals disclosed above in question 1 and for sole proprietors, are any of them a person who holds an elective office in the State of Illinois or holds a seat in the General Assembly, or are they the spouse or minor child of such person?

No

6. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor, or are any of them the spouse or minor child of such person?

No

7. For the individuals disclosed above in question 1 and for sole proprietors, are any of them an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or are any of them the spouse or minor child of such person?

No

8. For the individuals disclosed above in question 1 and for sole proprietors, are any of them appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor, or are they the spouse or an immediate family member who currently resides or resided with such person within the last 12 months?

No

9. If any question in 5-8 above is answered yes, please answer the following: Do any of the individuals identified, their spouse, or minor child receive from the entity more than 7.5% of the entity's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?

No

10. If any question in 5-8 above is answered yes, please answer the following: Is there a combined interest of any individual identified along with their spouse or minor child of more than 15% in the aggregate of the entity's distributable income or an amount of distributable income in excess of two times the salary of the Governor (\$354,824.00)?

No

11. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have, or in the previous 3 years had State employment, including contractual employment of services? This does not include contracts to provide goods or services to the State as a vendor.

No

12. For the individuals disclosed above in question 1 and for sole proprietors, have their spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? This does not include contracts to provide goods or services to the State as a vendor.

No

13. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently hold or have held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?

No

14. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?

No

15. For the individuals disclosed above in question 1 and for sole proprietors, do any of them hold or have held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that?

No

16. For the individuals disclosed above in question 1 and for sole proprietors, do any of them have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?

No

17. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?

No

18. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?

No

19. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

20. For the individuals disclosed above in question 1 and for sole proprietors, do any of them currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?

No

21. Has there been any debarment from contracting with any governmental entity within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

22. Has there been any professional licensure discipline within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

23. Has there been any bankruptcy within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

24. Have there been any adverse civil judgments and/or administrative findings within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

25. Have there been any criminal felony convictions within the previous ten years? This applies to all sole proprietors, for-profit entities, not-for-profit entities, and for the individuals disclosed in question 1 above.

No

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**ILLINOIS PROCUREMENT GATEWAY  
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

This disclosure is submitted for : CDW LLC (parent to CDW Government LLC)

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/University will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	CDW Government LLC
Doing Business As (DBA)	N/A
Disclosing Entity	CDW LLC (parent to CDW Government LLC)
Disclosing Entity's Parent Entity	CDW Corporation
Instrument of Ownership or Beneficial Interest	Other <input checked="" type="checkbox"/> If you selected Other, please describe: Limited Liability Company

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

Option 5 – Not-for-Profit Entities

Complete Step 2, Option B.

Option 6 – Sole Proprietorships

Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

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- Option 5 – Not-for-Profit Entities
  - Complete Step 2, Option B.
  
- Option 6 – Sole Proprietorships
  - Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

**STEP 2  
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership
CDW Corporation	230 N. Milwaukee Ave, Vernon Hills, IL 60061	100%	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			
Click here to enter text.			

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

**STEP 4  
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

**STEP 6  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: N/A

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

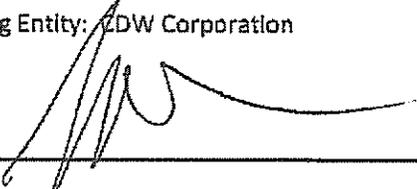
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

**STEP 7  
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: CDW Corporation

Signature: 

Date: Wednesday, September 2, 2015

Printed Name: Matt Flood

Title: Proposals Supervisor

Phone Number: 203-851-7229

Email Address: mattflo@cdw.com

**ILLINOIS PROCUREMENT GATEWAY  
FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

This disclosure is submitted for : CDW Coporation (parent to CDW LLC, and ultimate parent to Vendor (CDW Government LLC))

This Financial Disclosures and Conflicts of Interest Form must be accurately completed and submitted by the Parent Entity with 100% ownership of the Vendor applying for or holding registration within the Illinois Procurement Gateway. If Parent Entity is 100% owned by another entity ("Parent's Parent Entity"), then the Parent's Parent Entity must complete this disclosure form. This disclosure requirement continues for each successive parent until the level where the parent entity does not have 100% ownership. Parent entities with less than 100% ownership do not need to complete this form.

There are seven steps to this form and each must be completed as instructed. The Agency/Unlversity will consider this form when evaluating the vendor's bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Vendor Name	CDW Government LLC
Doing Business As (DBA)	N/A
Disclosing Entity	CDW Corporation (parent to CDW LLC, and ultimate parent to Vendor (CDW Government LLC))
Disclosing Entity's Parent Entity	N/A
Instrument of Ownership or Beneficial Interest	Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation) <input type="checkbox"/> If you selected Other, please describe: <a href="#">Click here to enter text.</a>

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

**STEP 1  
SUPPORTING DOCUMENTATION SUBMITTAL**

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

Option 1 – Publicly Traded Entities

1.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

1.B.  Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.

\*\*Please note that all revenue for CDW Government LLC and its affiliates is aggregated, and the reporting is done solely through CDW Government's ultimate parent company, CDW Corporation. The 10-K can be found here:

<http://investor.cdw.com/financials.cfm>

Option 2 – Privately Held Entities with more than 200 Shareholders

2.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

2.B.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

Option 4 – Foreign Entities

4.A.  Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.

OR

4.B.  Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

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- Option 5 – Not-for-Profit Entities
  - Complete Step 2, Option B.
  
- Option 6 – Sole Proprietorships
  - Skip to Step 3.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

**STEP 2  
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS**

Complete either Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

**OPTION A – Ownership Share and Distributive Income**

**Ownership Share** – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – X</b>			
<b>Name</b>	<b>Address</b>	<b>Percentage of Ownership</b>	<b>\$ Value of Ownership</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**Distributive Income** – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor’s total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

Check here if including an attachment with requested information in a format substantially similar to the format below.

<b>TABLE – Y</b>			
<b>Name</b>	<b>Address</b>	<b>% of Distributive Income</b>	<b>\$ Value of Distributive Income</b>
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20.

Yes  No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

Yes  No

**OPTION B – Disclosure of Board of Directors (Not-for-Profits)**

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

**STEP 3  
PROHIBITED CONFLICTS OF INTEREST**

Step 3 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: N/A

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly?  Yes  No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor?  Yes  No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor?  Yes  No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)?  Yes  No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% (\$354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor?  Yes  No

**STEP 4  
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS**

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: N/A

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services?  Yes  No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years?  Yes  No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois?  Yes  No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years?  Yes  No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office?  Yes  No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years?  Yes  No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist?  Yes  No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections?  Yes  No

**STEP 5  
EXPLANATION OF AFFIRMATIVE RESPONSES**

If you answered "Yes" in Step 3 or Step 4, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

N/A

**STEP 6  
POTENTIAL CONFLICTS OF INTEREST  
RELATING TO DEBARMENT & LEGAL PROCEEDINGS**

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: N/A

1. Within the previous ten years, have you had debarment from contracting with any governmental entity?  Yes  No
2. Within the previous ten years, have you had any professional licensure discipline?  Yes  No
3. Within the previous ten years, have you had any bankruptcies?  Yes  No

**FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST FORM  
FOR PARENT ENTITY**

4. Within the previous ten years, have you had any adverse civil judgments and administrative findings?  Yes  No
5. Within the previous ten years, have you had any criminal felony convictions?  Yes  No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. N/A

**STEP 7  
SIGN THE DISCLOSURE**

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: CDW Corporation

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

Date: Wednesday, September 2, 2015

Printed Name: Matt Flood

Title: Proposals Supervisor

Phone Number: 203-851-7229

Email Address: mattflo@cdw.com



**CONSENT AGENDA ITEM NO. 7G**

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of rejecting a bid from Stark Excavating, Inc. for Dam Repairs at Evergreen Lake and Lake Bloomington (Bid # 2018-15)

**RECOMMENDATION/MOTION:** Recommend that the bid from Stark Excavating, Inc. for Dam Repairs at Evergreen Lake and Lake Bloomington be rejected and staff authorized to rebid the project.

**STRATEGIC PLAN LINK:** Goal 2 - Upgrade City Infrastructure and Facilities; Goal 5 – Great Place – Livable, Sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2.B – Quality water for the long term; Objective 5.A – Well-planned City with necessary services and infrastructure.

**BACKGROUND:** There are several miscellaneous repair projects needed at the Evergreen Lake and Lake Bloomington dams including concrete joint sealing, concrete drainage ditch repair, emergency spillway embankment repair, fence replacement, outlet structure abandonment, and tree removal.

Design documents for this work were prepared for the Water Department by Hanson Professional Services, Inc., Springfield, IL and the project was advertised for bid beginning on August 4, 2015. Bids were received until 11:00 AM Tuesday, September 5, 2017, in the office of the City Clerk. One (1) bid was received and opened in the City Hall Conference Room. The bid tabulation is attached.

	Base Bid	Additive Alternate A	Additive Alternate B	Total
Stark Excavating, Inc.	\$439,254.50	\$280,373.50	no bid	\$719,628.00
Engineer Estimate	\$233,553.16	\$122,164.50	\$ 27,830.00	\$383,547.66

Staff has reviewed the lone bid received, discussed the bid tabulation with the engineer of record, and determined options to bid the work in the future. Based on staff’s evaluation, staff recommends that the bid be rejected and the project re-bid at a later date. Staff also proposes to re-bid several smaller projects separated into individual work categories which may increase competition and allow the award of separate projects based on budgetary constraints.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Bid was published August 4, 2017 in Pantagraph. A Pre-Bid Conference was held August 15, 2017 at Lake Bloomington.

**FINANCIAL IMPACT:** The Water Department has \$275,000 included in the FY 2018 Budget for this project under Water Purification-Other Capital Improvement account (50100130-72620). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on pages 113, 141, 293, 331, 355 and 356.

**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:** N/A

Respectfully submitted for Council consideration.

Prepared by: Greg Kallevig, PE, CFM, Civil Engineer II

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- WTR 1B Bid Tabulation

**DAM REPAIRS EVERGREEN LAKE LAKE BLOOMINGTON**

**Bid Tabulation**

**EVERGREEN LAKE DAM**

DESCRIPTION	Engineer Estimate					Stark Bid	
	UNIT	QUANTITY	UNIT COST	CONTINGENCY	COST	UNIT COST	COST
POROUS GRANULAR EMBANKMENT	TON	45.3	\$47.00	115%	\$2,448.47	\$340.00	\$15,402.00
TOPSOIL FURNISH & PLACE, 8"	SQ YD	16.5	\$30.00	115%	\$569.25	\$115.00	\$1,897.50
SEEDING, CLASS 3	ACRE	0.1	\$6,000.00	115%	\$690.00	\$50,000.00	\$5,000.00
TURF REINFORCEMENT MAT	SQ YD	16.5	\$30.00	115%	\$569.25	\$22.00	\$363.00
STONE RIPRAP, CLASS A5	TON	30.9	\$120.00	115%	\$4,264.20	\$220.00	\$6,798.00
FILTER FABRIC	SQ YD	134	\$7.00	115%	\$1,078.70	\$4.50	\$603.00
CONCRETE REMOVAL	CU YD	2.3	\$3,100.00	115%	\$8,199.50	\$1,500.00	\$3,450.00
STRUCTURE EXCAVATION	CU YD	5.9	\$250.00	115%	\$1,696.25	\$150.00	\$885.00
CONCRETE STRUCTURES	CU YD	3.9	\$2,000.00	115%	\$8,970.00	\$1,200.00	\$4,680.00
REINFORCEMENT BARS, EPOXY COATED	POUND	590	\$5.00	115%	\$3,392.50	\$5.50	\$3,245.00
GEOTEXTILE FABRIC FOR FRENCH DRAINS	SQ YD	149.1	\$6.00	115%	\$1,028.79	\$12.00	\$1,789.20
CHAIN LINK FENCE, 4 FT (ATT STR)	LIN FT	492	\$60.00	115%	\$33,948.00	\$100.00	\$49,200.00
MOBILIZATION	L SUM	1	\$5,500.00	115%	\$6,325.00	\$22,500.00	\$22,500.00
DEWATERING	L SUM	1	\$5,000.00	115%	\$5,750.00	\$6,000.00	\$6,000.00
PAVED DITCH REPLACEMENT	LIN FT	504	\$120.00	115%	\$69,552.00	\$275.00	\$138,600.00
EROSION REPAIR	L SUM	1	\$3,000.00	115%	\$3,450.00	\$4,800.00	\$4,800.00
FUSE PLUG RESTORATION	L SUM	1	\$3,860.00	115%	\$4,439.00	\$24,000.00	\$24,000.00
FUSEPLUG - TOPSOIL FURNISH & PLACE, 6"	CU YD	58	\$20.00				
FUSEPLUG - FINE AGGREGATE, FA-2	TON	25	\$65.00				
FUSEPLUG - SEEDING, CLASS 2	ACRE	0.14	\$5,000.00				
FUSEPLUG - COARSE AGGREGATE, CA-7	TON	5	\$75.00				
STRUCTURAL REPAIR OF CONCRETE	SQ FT	10.5	\$400.00	115%	\$4,830.00	\$1,200.00	\$12,600.00
CLEANING & SEALING JOINTS	LIN FT	5200	\$3.50	115%	\$20,930.00	\$12.50	\$65,000.00
TRAFFIC CONTROL & PROTECTION	L SUM	1	\$3,000.00	115%	\$3,450.00	\$3,500.00	\$3,500.00
<b>TOTAL EVERGREEN LAKE DAM =</b>					<b>\$185,580.91</b>		<b>\$370,312.70</b>

**LAKE BLOOMINGTON DAM**

DESCRIPTION	UNIT	QUANTITY	UNIT COST		COST		
REINFORCEMENT BARS, EPOXY COATED	POUND	80	\$5.00	115%	\$460.00	\$14.00	\$1,120.00
MOBILIZATION	L SUM	1	\$3,500.00	115%	\$4,025.00	\$3,500.00	\$3,500.00
CLEANING & SEALING JOINTS	LIN FT	1490	\$3.50	115%	\$5,997.25	\$17.50	\$26,075.00
EPOXY CRACK INJECTION	LIN FT	245	\$80.00	115%	\$22,540.00	\$115.00	\$28,175.00
STRUCTURAL REPAIR OF CONCRETE	SQ FT	25	\$400.00	115%	\$11,500.00	\$275.00	\$6,875.00
TRAFFIC CONTROL & PROTECTION	L SUM	1	\$3,000.00	115%	\$3,450.00	\$3,196.80	\$3,196.80
<b>TOTAL LAKE BLOOMINGTON DAM =</b>					<b>\$47,972.25</b>		<b>\$68,941.80</b>

**TOTAL BOTH DAMS = \$233,553.16 \$439,254.50**

**ADDITIVE ALTERNATE A**

TREE REMOVAL - ZONE 3 <= 8"	UNITS DIA.	257	\$25.00	115%	\$7,388.75	\$59.00	\$15,163.00
TREE REMOVAL - ZONE 3 > 8"	UNITS DIA.	533	\$35.00	115%	\$21,453.25	\$59.00	\$31,447.00
TREE REMOVAL - ZONE 4 <= 6"	UNITS DIA.	51	\$20.00	115%	\$1,173.00	\$59.00	\$3,009.00
TREE REMOVAL - ZONE 4 > 6"	UNITS DIA.	350	\$35.00	115%	\$14,087.50	\$59.00	\$20,650.00
TREE REMOVAL - ZONE 5 <= 4"	UNITS DIA.	4	\$20.00	115%	\$92.00	\$59.00	\$236.00
TREE REMOVAL - ZONE 5 > 4"	UNITS DIA.	1580	\$30.00	115%	\$54,510.00	\$59.00	\$93,220.00
HAND COMPACTED BACKFILL	CU YD	377.5	\$30.00	115%	\$13,023.75	\$207.00	\$78,142.50
WEIGHTED FILTER BACKFILL	CU YD	43	\$25.00	115%	\$1,236.25	\$442.00	\$19,006.00
MOBILIZATION	L SUM	1	\$5,500.00	115%	\$6,325.00	\$16,000.00	\$16,000.00
TRAFFIC CONTROL & PROTECTION	L SUM	1	\$2,500.00	115%	\$2,875.00	\$3,500.00	\$3,500.00
					<u>\$122,164.50</u>		<u>\$280,373.50</u>

**ADDITIVE ALTERNATE B**

CONCRETE STRUCTURES	CU YD	12.1	\$2,000.00	115%	\$27,830.00		\$0.00
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**PROJECT TOTAL \$383,547.66 \$719,628.00**



## CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of adopting an Ordinance and the associated agreement for the Jurisdictional Transfer of a portion of Fox Creek Road between Oakland Avenue and Savanna Drive from Bloomington Township to the City of Bloomington.

**RECOMMENDATION/MOTION:** 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 0.08 miles west of Savanna Drive at the corporate limit of Bloomington heading easterly 0.03 miles to the corporate limit of Bloomington and that the Mayor and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** 2a. Better quality roads and sidewalks

**BACKGROUND:** An Ordinance was passed on July 24, 2017 which was almost the same as this one and was intended to address the same area. However, the Illinois Department of Transportation (IDOT) asked that the description of the limits of the Jurisdictional Transfer be changed to clarify that the intent was to close the gap in City limits.

The remainder of this section is from the July 24, 2017 Council Memo:

*As the City has grown in this area, the City has taken jurisdiction of Fox Creek Road from Stonehedges Court to Veteran's Parkway with the exception of this small segment which is less than 300'. The purpose of this agreement is to legally bring this small section into the Bloomington Highway System prior to the City's reconstruction of Fox Creek Road from Danbury Drive to Beich Road. This project will have ancillary work within the area in question.*

*The City built this section of Fox Creek Road and has maintained it. This does not change any practice within the City. Instead, it is taking care of the legal jurisdiction of the roadway to match the practice.*

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

**FINANCIAL IMPACT:** There is no financial impact change to the City, as the City has been maintaining this section for many years. Street maintenance costs are budgeted in the General Fund Street Maintenance Department 10016120. Stakeholders can locate FY 2018 budgeted amounts in the FY 2018 Budget Book titled "Adopted General Fund Budget" on pages 362 and 363.

**COMMUNITY DEVELOPMENT IMPACT: N/A**

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY  
CONSTRUCTION: N/A**

Respectfully submitted for Council consideration.

Prepared by: Luke Thoele, Civil Engineer II

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- PW 1B Attachment 1- Local Agency Agreement for Jurisdictional Transfer
- PW 1C Attachment 2- Location Map
- PW 1D Attachment 3- Ordinance



**Illinois Department  
of Transportation**

**Local Agency Agreement for  
Jurisdictional Transfer**

<b>Local Agency No. 1</b> (Conveyor)	<b>Local Agency No. 2</b> (Recipient)
Municipality:	Municipality: City of Bloomington
Township/Road District: Bloomington Road District	Township/Road District:
County: (McLean)	County: (McLean)

In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

**Location Description**

Name Fox Creek Road Route FAU 6429 Length 158 feet (0.03 miles)  
 Termini From a point 0.08 miles west of Savanna Drive at the corporate limit of Bloomington heading easterly 0.03 miles to the corporate limit of Bloomington, in its entirety.

This transfer  does  does not include Structure No. N/A

**Include for Municipalities Only**

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

**Include for Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.

NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

**Include for Township/Road Districts Only**

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.

The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED, that this jurisdictional transfer will become effective:

upon IDOT approval  \_\_\_\_\_ calendar days after \_\_\_\_\_.

**Supplements**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.

Supplement Addendum #1 & Addendum #2

(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

APPROVED BY CONVEYOR

APPROVED BY RECIPIENT

Name Rodney Boester

Name Tari Renner

Title Bloomington Township Road Commissioner  
Chairman County Board/Mayor/Village President/etc.

Title Mayor of Bloomington  
Chairman County Board/Mayor/Village President/etc.

Signature *Rodney Boester*

Signature \_\_\_\_\_

APPROVED

STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION By: \_\_\_\_\_

Director of Highways

Date

LOCATION MAP



# Illinois Department of Transportation

## Jurisdictional Transfer

BLOOMINGTON ROAD DISTRICT

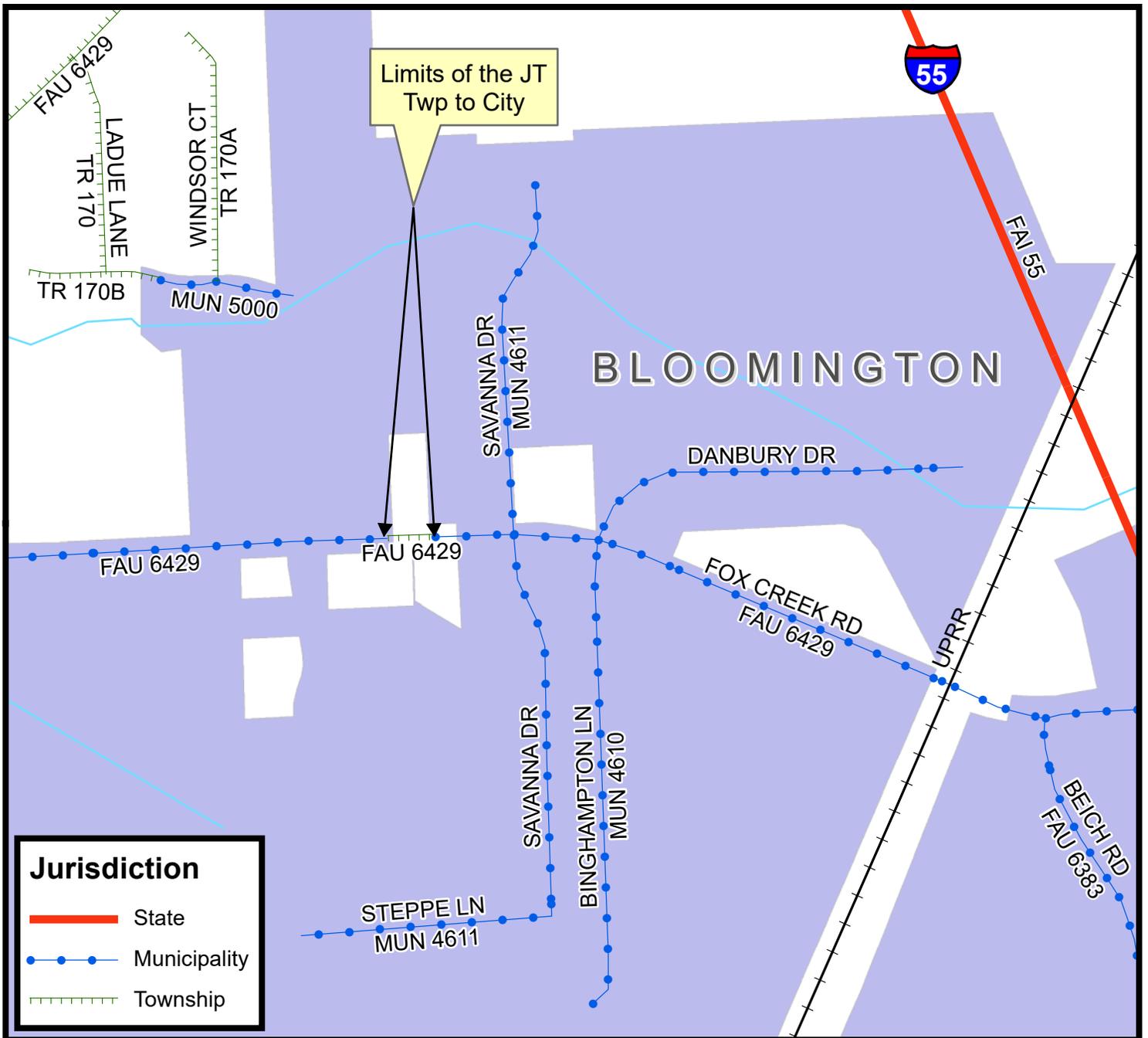
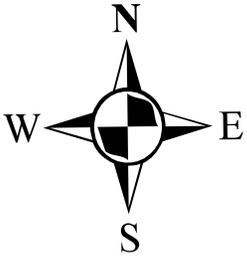
TO

CITY OF BLOOMINGTON

FOX CREEK ROAD (FAU 6429)

from a point 0.08 miles west of Savanna Drive at the corporate limit of Bloomington heading easterly 0.03 miles to the corporate limit of Bloomington, in its entirety

McLean



**ORDINANCE 2017 - \_\_\_\_**

Providing for the addition of part of FAU 6429, also known as Fox Creek Road, from 0.08 miles west of Savanna Drive at the corporate limit of Bloomington heading easterly 0.03 miles to the corporate limit of Bloomington in its entirety to the City of Bloomington Highway System from the Road System in Bloomington Township, McLean County Illinois.

**WHEREAS**, the Trustees of Bloomington Township and the City of Bloomington entered into a Local Agency Agreement for Jurisdictional Transfer of the above locations to the Municipal Street System.

**NOW, THEREFORE, BE IT ORDAINED** by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, that the above location, with approval from the Illinois Department of Transportation, be added to the Highway System of the City of Bloomington and that said route was identified as FAU 6429, also known as Fox Creek Road, from 0.08 miles west of Savanna Drive at the corporate limit of Bloomington heading easterly 0.03 miles to the corporate limit of Bloomington in its entirety to the City of Bloomington Highway System from the Road System in Bloomington Township, McLean County, Illinois.

**BE IT FURTHER ORDAINED** by the Mayor and City Council, that the Clerk is hereby directed to transmit three certified copies of this Ordinance to the State through its District Engineer's Office at Paris, Illinois.

This ordinance shall take effect immediately upon passage and approval.

PASSED this 13th day of November, 2017.

APPROVED this \_\_\_\_ day of November, 2017.

APPROVED:

---

Tari Renner  
Mayor

ATTEST:

---

Cherry Lawson  
City Clerk



## CONSENT AGENDA ITEM NO. 7I

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of adopting an Ordinance approving petition(s) from SEP Bloomington, L.L.C. for the vacation of a 15' sanitary sewer easement and a 15' utility easement, and dedication of a 10' utility easement and a 5' utility easement, located north of Empire Street and west of Royal Pointe Drive (2502 E. Empire).

**RECOMMENDATION/MOTION:** That the Ordinance be passed approving the easement vacation & dedication plat and that the Mayor and City Clerk be authorized to sign the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** c. Functional, well maintained sewer collection system

### **BACKGROUND:**

The petitioner owns the west 182.5 feet of lot 1 of Airport Plaza Subdivision.

The petitioner discovered that a 15' utility easement through their existing building had not been vacated. The petitioner has proposed to re-route the utility easement around the building instead. It appears the easement had been intended to be re-routed but had never been submitted to the City for approval.

During conversations with the petitioner's representative, it was determined that an additional 5' of utility easement would be needed on the south side of the property for an existing City sanitary sewer.

In addition, the plat vacates a section of 15' sanitary sewer easement. This easement was dedicated when Reed Road was proposed to extend west of Royal Pointe Drive to end in a cul-de-sac. The cul-de-sac was never built, therefore the sanitary sewer easement is no longer needed.

The east portion of Lot 1 is not owned by the petitioner, therefore, no easement modifications are shown on the east portion of Lot 1.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** SEP Bloomington, LLC.

**FINANCIAL IMPACT:** None. All survey and plat costs were paid by SEP Bloomington, LLC.

**COMMUNITY DEVELOPMENT IMPACT:**

UEW-1.1 Maintain the existing City operated infrastructure within the City to protect public health, safety and environment

UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer) 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: Anthony J. Meizelis, P.E., Civil Engineer I

Reviewed by: Jim Karch, P.E., CFM – Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Community Development review by: Katie Simpson, City Planner

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- PW 6B Attachment: Vacation Petition
- PW 6C Attachment: Vacation Exhibit 1
- PW 6D Attachment: Dedication Petition
- PW 6E Attachment: Dedication Exhibit 1
- PW 6F Attachment: Ordinance
- PW 6G Attachment: Utility Letters
- PW 6H Attachment: Council Map and Plat

PETITION FOR VACATION OF  
A PORTION OF A UTILITY EASEMENT AND  
A PORTION OF A SANITARY SEWER EASEMENT  
LOCATED AT 2502 E. EMPIRE ST., BLOOMINGTON, ILLINOIS

STATE OF ILLINOIS            )  
  ) ss.  
COUNTY OF MCLEAN )

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

NOW COMES SEP BLOOMINGTON MOB, LLC, a Delaware Limited Liability Company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

1. That your Petitioner is interested as owner in the premises hereinafter described in Exhibit 1 attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of a portion of a utility easement located on said premises, and the vacation of a portion of a sanitary sewer easement located on said premises;
3. That said vacations are reasonable and proper;
4. That attached hereto is an Easement Dedication and Vacation Plat prepared by Farnsworth Group dated August 29, 2017 defining and reflecting the easements to be vacated.

WHEREFORE, your Petitioner prays that the portion of the utility easement and the portion of the sanitary sewer easement hereinabove described and further described on the Easement Dedication and Vacation Plat be vacated.

Respectfully submitted,  
  
SEP BLOOMINGTON MOB, LLC,  
A Delaware Limited Liability Company

By: STAGE DIRECTOR, LLC,  
A Delaware Limited Liability Company,  
Its Manager

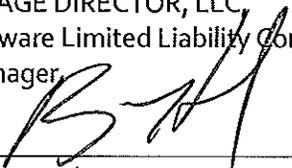
  
\_\_\_\_\_  
Brian Howard, Manager

EXHIBIT 1

Lot 1 in Airport Plaza Subdivision in the southeast Quarter of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, per plat recorded in the McLean County Recorder's Office as Document No. 89-16105.

EXHIBIT 1

Lot 1 in Airport Plaza Subdivision in the southeast Quarter of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, per plat recorded in the McLean County Recorder's Office as Document No. 89-16105.

PETITION FOR DEDICATION OF EASEMENTS

State of Illinois        )  
                                  )ss.  
County of McLean     )

To:    The Honorable Mayor and City Council of the City of Bloomington, McLean County, Illinois.

NOW COMES SEP BLOOMINGTON MOB, LLC, a Delaware Limited Liability Company, hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:

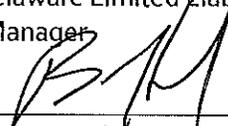
1.     That your Petitioner is the owner of the property described in Exhibit 1 attached hereto and made a part hereof by this reference;
  
2.     That your Petitioner seeks approval of the dedication of a 10-foot wide Utility Easement and 5-foot wide Utility Easement, as described and depicted on the attached Easement Dedication and Vacation Plat.

WHEREFORE, your Petitioner prays that the 10-foot wide Utility Easement and 5-foot wide Utility Easement be dedicated.

Respectfully submitted,

SEP BLOOMINGTON MOB, LLC,  
A Delaware Limited Liability Company

By: STAGE DIRECTOR, LLC,  
A Delaware Limited Liability Company,  
Its Manager

  
\_\_\_\_\_  
Brian Howard, Manager

**EXHIBIT 1**

Lot 1 in Airport Plaza Subdivision in the southeast Quarter of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, per plat recorded in the McLean County Recorder's Office as Document No. 89-16105.

**ORDINANCE NO. 2017 - \_\_**

**AN ORDINANCE APPROVING THE VACATION AND DEDICATION OF SEVERAL EASEMENTS LOCATED AT 2502 E. EMPIRE STREET, BLOOMINGTON ILLINOIS**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition requesting the vacation of a portion of a utility easement and a portion of a sanitary sewer easement and a petition requesting the dedication of a 10-foot wide Utility Easement and 5-foot wide Utility Easement as shown on the Easement Dedication and Vacation Plat dated August 29, 2017, hereto as Attachment H; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided; and

WHEREAS, the City Council of said City has the power to pass this Ordinance and grant said vacations and dedications; and

WHEREAS, it is reasonable and proper to vacate said easements as requested in this case.

WHEREAS, it is reasonable and proper to dedicate said 10-foot wide Utility Easement and 5-foot wide Utility Easement as requested in this case.

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** That said vacation of utility and sanitary sewer Easements is reasonable and proper because said easements are not needed for public use by said City, or by utility companies that may have rights of use, and that a utility easement to replace the vacated utility easement attached hereto as Exhibit H is being dedicated.

**SECTION 3.** That those portions of the easements described on the Easement Dedication and Vacation Plat dated August 29, 2017, attached hereto as attachment H are hereby vacated.

**SECTION 4.** That the 10-foot wide Utility Easement and 5-foot wide Utility Easement as shown on the Easement Dedication and Vacation Plat dated August 29, 2017, attached hereto as Attachment H, are hereby dedicated.

**SECTION 5.** This ordinance shall be effective immediately after its passage and approval.

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

PASSED THIS 13<sup>th</sup> DAY OF NOVEMBER 2017.

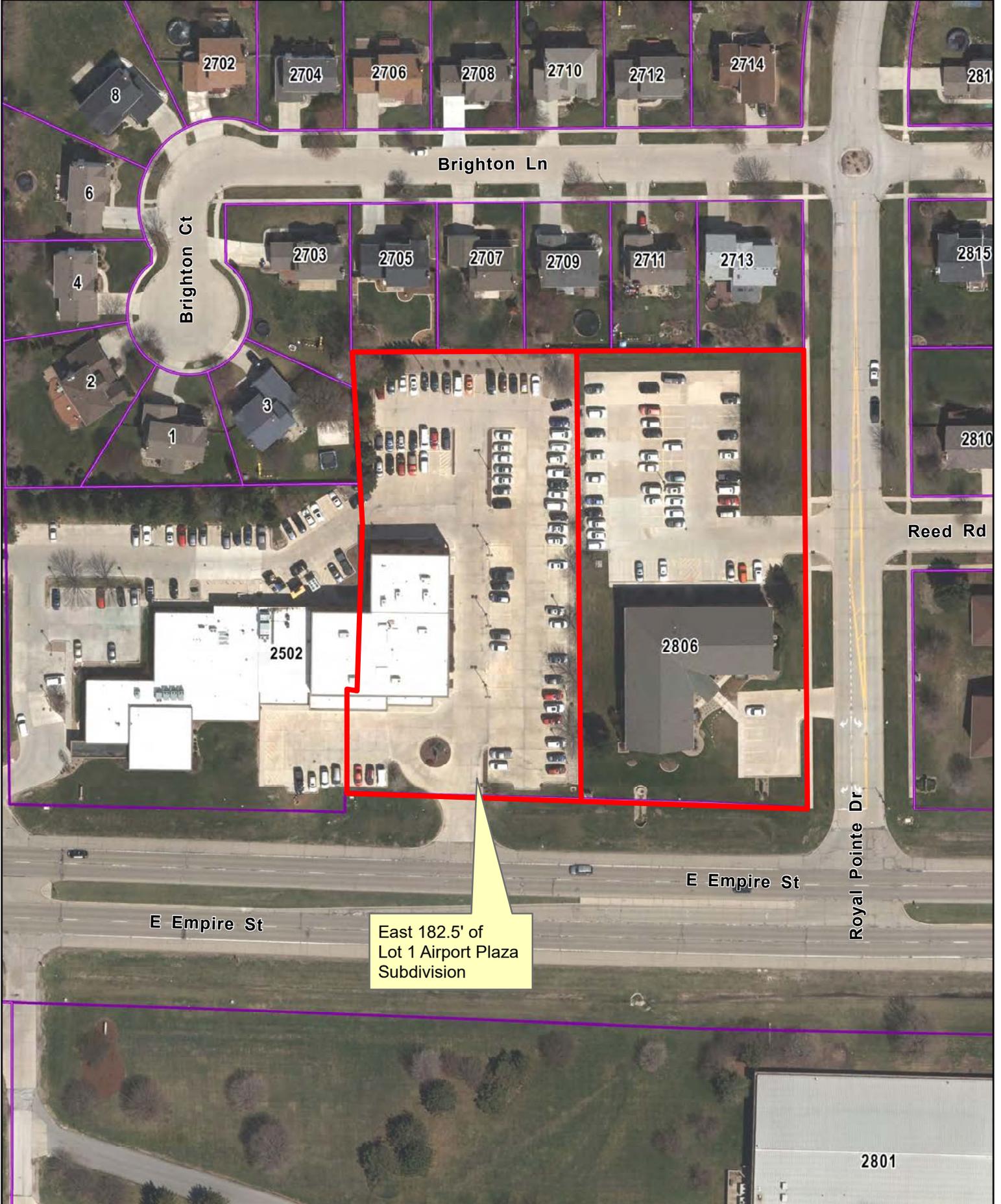
APPROVED THIS \_\_\_ DAY OF NOVEMBER 2017.

**CITY OF BLOOMINGTON**

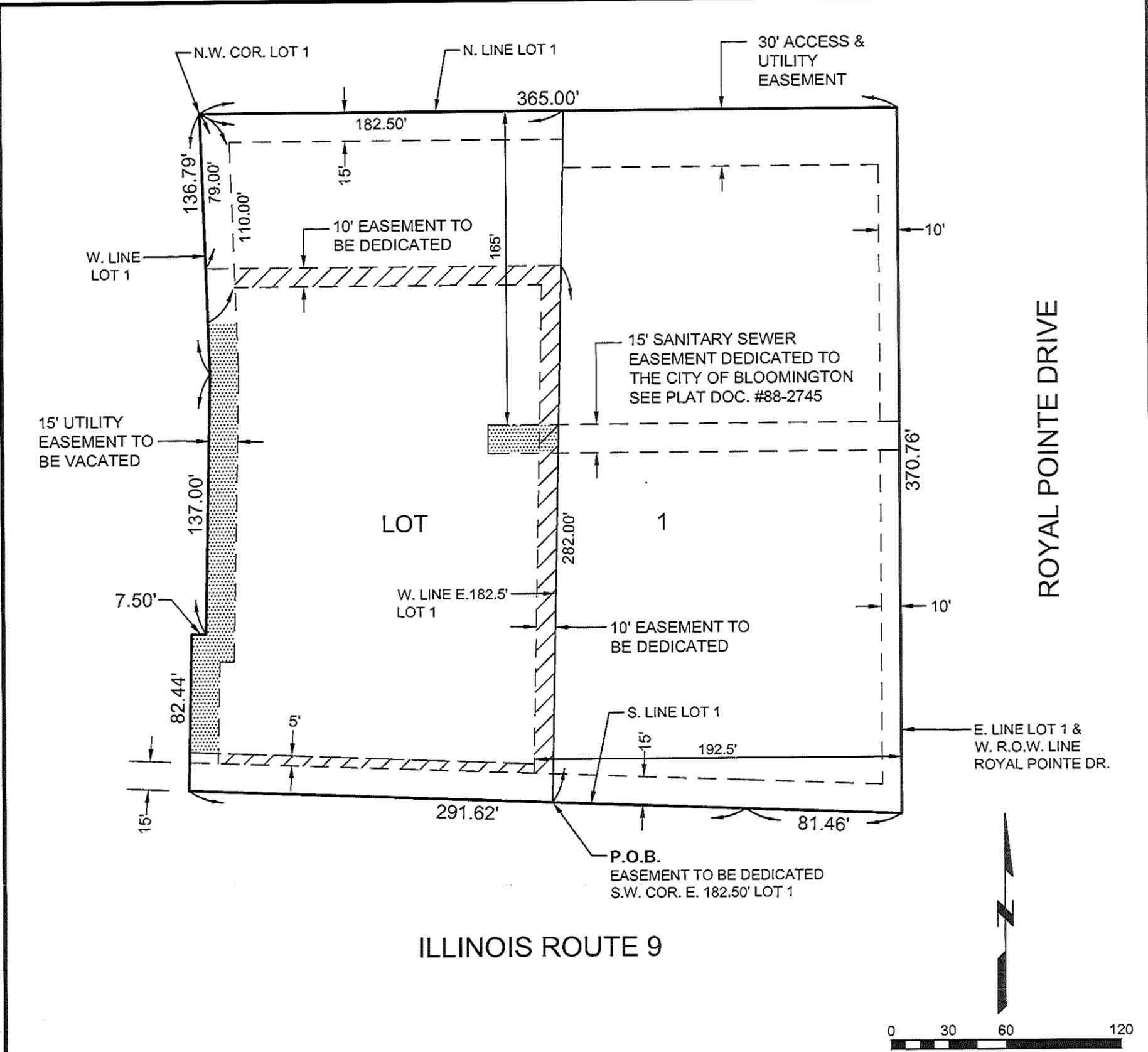
**ATTEST**

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk



East 182.5' of  
Lot 1 Airport Plaza  
Subdivision



ILLINOIS ROUTE 9

I hereby certify that this is a true plat of a portion of an existing 15 foot wide utility easement to be vacated, a portion of a 15 foot wide Sanitary Sewer easement to be vacated, a 5 foot wide utility easement to be dedicated and a 10 foot wide utility easement to be dedicated in Lot 1 in Airport Plaza Subdivision in the Southeast Quarter of Section 36, Township 24 North, Range 2 East of the Third Principal Meridian in the City of Bloomington, McLean County, Illinois, per plat recorded in the McLean County Recorder's Office as Document No. 89-16105. Said easements to be vacated and said easements to be dedicated are more particularly described as follows:

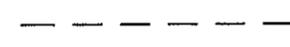
**Utility Easement to be Vacated:** The West 15 feet of even width of said Lot 1 except the North 110 feet thereof and also except the South 20 feet thereof.

**Sanitary Sewer Easement to be Vacated:** That portion of an east-west 15 foot wide Sanitary Sewer Easement lying west of the West Line of the East 182.5 feet of said Lot 1. The North Line of said Sanitary Sewer Easement to be vacated lies 165 feet south of the North Line of said Lot 1.

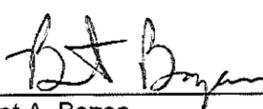
**10 Foot Wide Utility Easement to be Dedicated:** A part of said Lot 1 being a strip of land 10 feet in width lying west of and south of and adjacent to the following described line: Beginning at the Southwest Corner of the East 182.50 feet of said Lot 1. From said Point of Beginning, thence north 282 feet along the West Line of said East 182.50 feet; thence west to a point on the West Line of said Lot 1 lying 79 feet south of the Northwest Corner thereof, except therefrom the South 15 feet of said strip and the West 15 feet of said strip which have previously been dedicated as utility easements.

**5 foot wide Utility Easement to be Dedicated:** The North 5 feet of the South 20 feet of said Lot 1, except the East 192.5 feet thereof and also except therefrom the North 5 feet of the South 20 feet of said West 15 feet of said Lot 1 which had previously been dedicated as a utility easement.

LEGEND

-  EASEMENT TO BE DEDICATED
-  EASEMENT TO BE VACATED
-  UTILITY EASEMENT LIMITS LINE

FARNSWORTH GROUP, INC.  
2709 MCGRAW DRIVE  
BLOOMINGTON, IL 61704

By:   
Brent A. Bazan  
Professional Land Surveyor No. 3715



DATE: 8-29-17  
EXP. DATE: 11-30-2018  
DESIGN FIRM REGISTRATION  
NO. 184-001856

SE. 1/4 SEC.36, T.24N., R.2E., 3P.M.

Project No:	0170790.00
Book No:	
Drawn by:	MBB
Reviewed:	
Date:	8/29/17

AIRPORT PLAZA SUBDIVISION  
BLOOMINGTON, ILLINOIS  
EASEMENT DEDICATION  
& VACATION PLAT

**Farnsworth**  
GROUP  
2709 MCGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

NICOR

**Bazan, Brent**

---

**From:** Connor, Greg  
**Sent:** Wednesday, July 05, 2017 11:42 AM  
**To:** Bazan, Brent  
**Subject:** FW: 2502 E. Empire St. Bloomington, IL Easement Vacation  
**Attachments:** Atlas page.pdf

**From:** Sadler, Eric [mailto:esadler@southernco.com]  
**Sent:** Wednesday, May 31, 2017 2:54 PM  
**To:** Connor, Greg <gconnor@F-W.com>  
**Cc:** McKinney, Matthew J. <MMckinn@southernco.com>  
**Subject:** RE: 2502 E. Empire St. Bloomington, IL Easement Vacation

Greg,

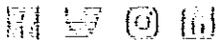
I have reviewed the area in question and our internal mapping program (see attached). It doesn't appear that Nicor Gas has any facilities located within this area. As such, we have no objection to the proposed vacation at this time.

Regards,

*Eric L. Sadler*

Eric L. Sadler, CFM  
Land Management Agent  
Land Management Department

630.388.3729 office  
630.983.8725 fax  
8-458-3729 internal  
[esadler@southernco.com](mailto:esadler@southernco.com)



**From:** McKinney, Matthew J.  
**Sent:** Wednesday, May 31, 2017 2:42 PM  
**To:** Sadler, Eric <[esadler@southernco.com](mailto:esadler@southernco.com)>  
**Subject:** fwd: 2502 E. Empire St. Bloomington, IL Easement Vacation

Eric,

I hope all is well with you. Can you please review Greg Connors email below and respond to him accordingly? Thanks.

Sent from my iPhone

Ameren

**Bazan, Brent**

---

**From:** Connor, Greg  
**Sent:** Wednesday, July 05, 2017 11:38 AM  
**To:** Bazan, Brent  
**Subject:** FW: 2502 E. Empire St. Bloomington, IL Easement Vacation

Brent,

This is the last one we needed which I received last Friday. I'll send you the other emails so if you could print them off it would be appreciated as I'm out of the office this week.

Thanks,

*Gregory T. Connor* | Project Coordinator  
Farnsworth Group, Inc.  
2709 McGraw Drive | Bloomington, IL 61704  
p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244  
[www.f-w.com](http://www.f-w.com) | [www.greennavigation.com](http://www.greennavigation.com)

**From:** Thompson, Dean W [mailto:DThompson5@ameren.com]  
**Sent:** Friday, June 30, 2017 9:39 AM  
**To:** Connor, Greg <gconnor@F-W.com>  
**Subject:** RE: 2502 E. Empire St. Bloomington, IL Easement Vacation

Greg

I'm sorry for the delay

This is not our area but Cornbelt's.

Dean

*Dean Thompson*  
Distribution Design Supervisor  
Division III  
T 309-823-9227 C 217-358-7974  
F. [dthompson5@ameren.com](mailto:dthompson5@ameren.com)

.....  
Ameren Illinois: 501 E LaFayette St., Bloomington, IL 61702

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 Please consider the environment before printing this message.



*Count on Corn Belt!*  
Your Local Energy Resource

---

Your Touchstone Energy® Cooperative 

June 8, 2017

Greg Connor  
Farnsworth Group  
2709 McGraw Drive  
Bloomington, IL 61704

RE: Easement vacation  
Airport Plaza, Lot 1  
McLean County, Illinois

Dear Mr. Connor:

Corn Belt Energy has no objection to vacation of the easement area described in your Utility Easement Dedication & Vacation Plat. Corn Belt does not have any facilities within the vacation request area. Corn Belt does have facilities within the newly dedicated easement area as roughly shown on the attached drawing. Line locations would need to be verified in the field. We cannot speak for other utilities in regards to easement needs.

Please let me know if you require any additional information.

Respectfully,

CORN BELT ENERGY

A handwritten signature in cursive script that reads "Jason Cotner".

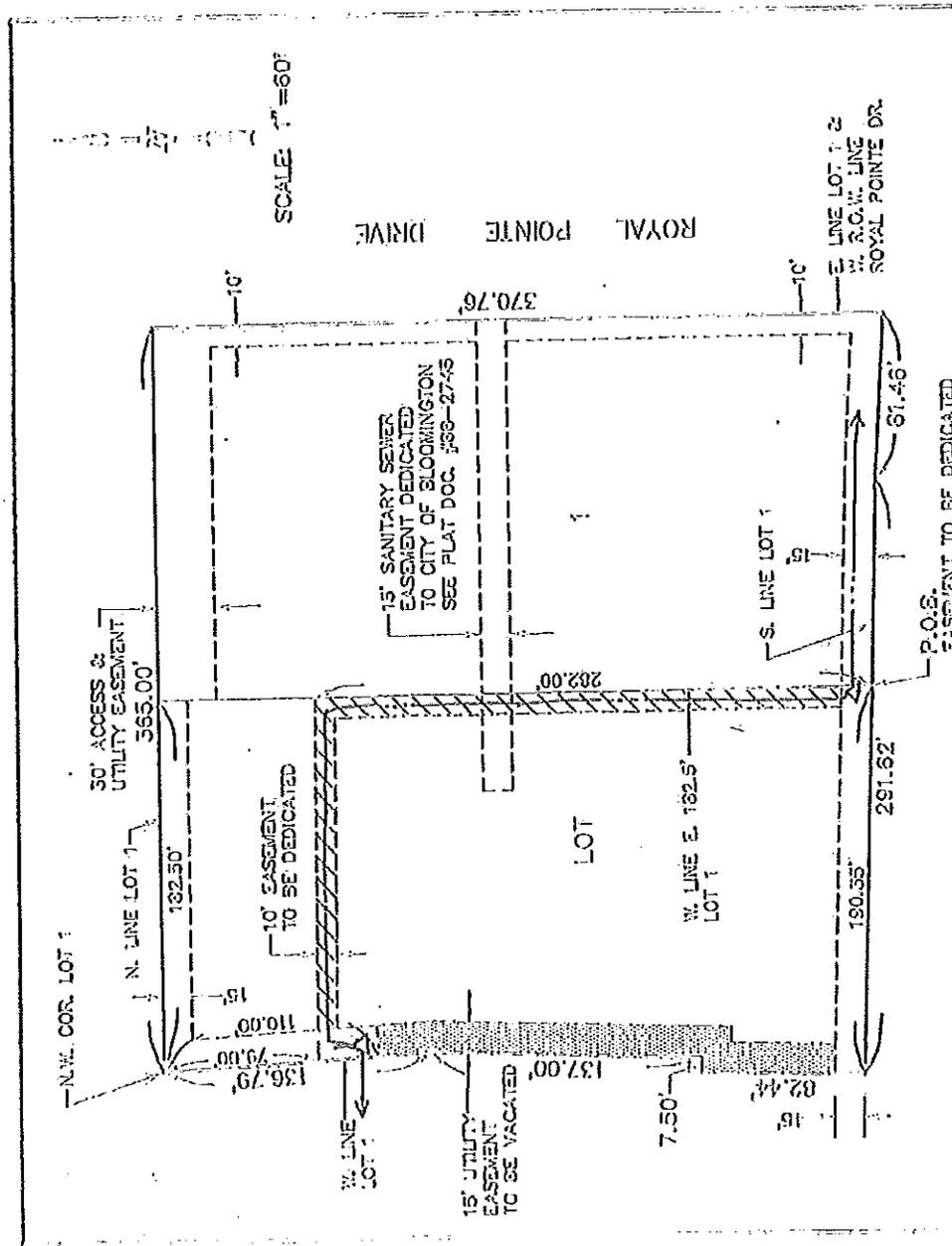
Jason Cotner  
Field Engineer

Attachments: 1



Count on Corn Belt!  
Your Local Energy Resource

Your Technologic Energy® Cooperative



Frontier

**Bazan, Brent**

---

**From:** Connor, Greg  
**Sent:** Wednesday, July 05, 2017 11:39 AM  
**To:** Bazan, Brent  
**Subject:** FW: 2502 E. Empire St. Bloomington, IL Easement Vacation

**From:** Gangloff, Adam [mailto:adam.r.gangloff@ftr.com]  
**Sent:** Monday, June 12, 2017 1:54 PM  
**To:** Connor, Greg <gconnor@F-W.com>  
**Subject:** RE: 2502 E. Empire St. Bloomington, IL Easement Vacation

Oh sorry, Yeah Frontier has no objections to the vacation of this easement.

Adam Gangloff  
Frontier -- Network Engineering  
109 E. Market St.  
Bloomington, IL 61701  
309.557.1378

**From:** Connor, Greg [mailto:gconnor@F-W.com]  
**Sent:** Monday, June 12, 2017 1:52 PM  
**To:** Gangloff, Adam <adam.r.gangloff@ftr.com>  
**Subject:** RE: 2502 E. Empire St. Bloomington, IL Easement Vacation

Adam,

Thank you for your response but I have to verify one thing. You state below "Frontier has no obligation to the vacation of the 15' easement." Did you mean to say Frontier has no objections to the vacation of this easement?

Thanks,

**Gregory T. Connor | Project Coordinator**  
Farnsworth Group, Inc.  
2709 McGraw Drive | Bloomington, IL 61704  
p 309.663.8435, ext. 352 | f 309.663.1571 | c 309.530.5244  
[www.f-w.com](http://www.f-w.com) | [www.greennavigation.com](http://www.greennavigation.com)

**From:** Gangloff, Adam [mailto:adam.r.gangloff@ftr.com]  
**Sent:** Monday, June 12, 2017 1:22 PM  
**To:** Connor, Greg <gconnor@F-W.com>  
**Subject:** RE: 2502 E. Empire St. Bloomington, IL Easement Vacation



July 10, 2017

Farnsworth Group, Inc.  
2709 McGraw Drive  
Bloomington, Illinois 61704  
Attn: Gregory T. Connor, Project Coordinator

Re: Easement Vacation at 2502 E. Empire Street, Bloomington, IL.

To Whom It Concerns:

Comcast Cable Communications, Inc. has reviewed the subject vacation of a 15 foot wide utility easement as depicted on Utility Easement Dedication & Vacation Plat of Airport Plaza Subdivision, Bloomington, Illinois; prepared by Charles E. Hurliman, Professional Land Surveyor No. 2285, State of Illinois; plat file no. 8-S-2427.

Please be advised that Comcast having no cable infrastructure within the proposed herein above utility easement vacation has no objection to said vacation.

In addition, please be advised that Comcast has no objection to the proposed dedication of a 10 foot utility easement as depicted and described on the same Dedication & Vacation Plat of Airport Plaza Subdivision.

Please feel free to contact us with any questions regarding these easement matters.

Cordially,

Robert L. Schuler, Jr.  
Central Division Director of Construction

By:

Frank Gautier  
Sr. Right-Of-Way Engineer  
224-229-5853 (direct)



**Public Works Department**  
*ENGINEERING DIVISION*  
115 E. Washington St., PO BOX 3157  
Bloomington, IL 61702-3157  
Phone: 309-434-2225  
Fax: 309-434-2201

October 30, 2017

Greg Connor  
Farnsworth Group, Inc.  
2709 McGraw Drive  
Bloomington, IL 61701

Subject: Airport Plaza, Lot 1  
Utility Easement Vacation Signoff

Dear Connor:

City of Bloomington Public Works and Water departments have reviewed the proposed vacation of the easements as shown on the easement dedication and vacation plat for Airport Plaza Lot 1 in Bloomington Illinois, dated 8/29/17.

The City of Bloomington has no objections to the vacations as proposed.

Should you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink that reads "Anthony Meizelis".

Anthony J. Meizelis, P.E.  
Civil Engineer I

cc: Jim Karch, Director of Public Works  
Kevin Kothe, City Engineer  
Bob Yehl, Director of Water  
Brett Lueschen, Superintendent of Water Distribution  
File



## CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of adopting an Ordinance approving a petition from F.O.B. Development Inc. for the reinstatement of a preliminary plan entitled “Empire Business Park Preliminary Plan” for 34.90 acres located at the northeast corner of Route 9/Empire St and Airport Rd, with revisions dated October 23, 2017.

**RECOMMENDATION/MOTION:** That the Ordinance be adopted approving a petition from F.O.B. Development Inc. for the reinstatement of preliminary plan entitled “Empire Business Park Preliminary Plan” for 34.90 acres located at the northeast corner of Route 9/Empire St and Airport Rd, with revisions dated October 23, 2017, and that the Mayor and City Clerk be authorized to sign the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** a. Retention and growth of current local businesses

**BACKGROUND:** The proposal before Council is a request for the reinstatement of the Empire Business Park Preliminary Plan. A *preliminary plan* is a concept for the development of a large piece of property intended to be subdivided into three or more lots, and/or land involving public improvements. A *preliminary plan* serves as a guide for the location of public and private utilities, streets and sidewalks, flood routing and drainage, sewers, land uses and zoning districts, and lot configuration. Following plan approval, the property owner will establish a lot of record by submitting a *final plat* for Council approval, which then allows the owner to transfer land to the developer. In 2009, City Council approved a preliminary plan for the subject property, Empire Business Park. However, the property owner did not act on the plan for three years and, as per city code, the plan expired. **Reinstating the preliminary plan is prerequisite to development of this site and necessitated by Chapter 24 of the City Code.**

The subject property is approximately 34.9 acres located at the northeast corner of Empire St./Route 9(east-west) and Airport Road (north-south). The property is zoned B-1, Highway Business District and B-2, General Business Service District. The following uses surround the subject property: single family homes (west) zoned R-1B, Single Family Residential District; Central Catholic High School (north) zoned S-2 Public Lands and Institutions; the Central Illinois Airport (south) zoned S-5 Airport District; medical offices and gym (east) zoned B-1 Highway Business District. Aerial and zoning maps are attached to this memo.

The proposed preliminary plan renders subdividing the subject property into nine lots, constructing a cul-de-sac to provide access to Lots 9-14, and extending Galena Road west to connect with Airport Road and provide access to Lots 6-8 (see attached preliminary plan). The plan is

predominantly the same as the plan Council approved in 2009, but city staff asked for a few revisions, such as adding sidewalk, to bring the subdivision into line the Bloomington Comprehensive Plan 2035 goals. The petitioner fulfilled staff's request and the updated revision is dated October 23, 2017. The plan illustrates sidewalks located along Empire Street, Airport Road, Galena Road, Cornelius Drive, and the "A" Court cul-de-sac. The landowner will provide a six-foot wide pedestrian easement on the west side of Lots 12, 13, 14, 6 and 7 to accommodate sidewalk, and, consequentially, development of these lots may require a variance from the Zoning Board of Appeals (ZBA). The petitioner would like to final plat Lot 6 so that it can be developed with offices. At the request of staff, the Planning Commission initiated a variance request for a six feet reduction in the parking lot landscaping setback (Chapter 44 Section 7.2) for lot 6. The ZBA will review the request on November 15, 2017. The preliminary plan complies with city codes and ordinances.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** On October 25, the Planning Commission held a public hearing on the petition. In accordance with the Zoning Code, (Ordinance No. 2006-137) notice of the hearing was published in *the Pantagraph* on October 9, 2017. Additionally, the City placed two metal notification signs on the property and sent courtesy notices to 27 property owners within 500 ft of the site. The Planning Commission. No citizens, outside of the applicant, spoke in favor of the petition. No citizens spoke in opposition to the petition. Staff recommended in favor of the petition as revised, and the Commission recommended approval, passed by a vote of 6-0-1, with one member abstaining.

**FINANCIAL IMPACT:** Development of Lot 6 (a final plat request to be reviewed by Council on 11.13.17) will require the payment of \$38,239.69 in tap-on fees and could result in increased property taxes once the site is improved. The remaining fees for Lots 6-14 will be paid by the petitioner when Council approves a final plat for these lots.

**COMMUNITY DEVELOPMENT IMPACT:** This area is identified as a Tier-1 development priority in the Bloomington Comprehensive Plan 2035.

ED-4. Enhance the image of Bloomington as a business friendly community.

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

TAQ-1.4 Pedestrian safety for users of all transportation facilities.

TAQ-1.4b Provide a sidewalk system that provides safe routes to schools.

TAQ-14c. Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY**

**CONSTRUCTION:** The City is responsible for the construction of sidewalk along Airport Road. The costs of construction are to be determined. The preliminary plan portrays all streets as public. Sanitary sewers, storm sewers, and water mains are also public. The developer is required to construct the proposed infrastructure when the land is subdivided and lots of record are established. *No infrastructure, outside of the sidewalk, is required at this time.*

Respectfully submitted for Council consideration.

Prepared by:

Katie Simpson, City Planner

Reviewed by: Steve Rasmussen, Acting Community Development Director

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- CD 1B Attachment – Ordinance
- CD 1C Attachment – Exhibit B: Preliminary Plan
- CD 1D Attachment – Petition
- CD 1E Attachment – Aerial View
- CD 1F Attachment – Zoning Map
- CD 1G Attachment – Staff Report w/ Staff Comments
- CD 1H Attachment—Staff Comments incorporated into revised plan
- CD 1I Attachment – Draft Planning Commission Minutes
- CD 1J Attachment—Newspaper notice, neighborhood notice and list of notified property owners

ORDINANCE NO \_\_\_\_\_

AN ORDINANCE APPROVING A PETITION FROM F.O.B. DEVELOPMENT INC. FOR THE REINSTATEMENT OF A PRELIMINARY PLAN ENTITLED "EMPIRE BUSINESS PARK PRELIMINARY PLAN" FOR 34.90 ACRES LOCATED AT THE NORTHEAST CORNER OF ROUTE 9/EMPIRE ST AND AIRPORT RD, WITH REVISIONS DATED OCTOBER 23, 2017

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a petition requesting the reinstatement of a preliminary plan for the land described in Exhibit A, attached hereto and made a part hereof by this reference;

WHEREAS, after proper notice, the City of Bloomington Planning Commission held a public hearing and determined said Petition to be valid and sufficient, and the Preliminary Plan entitled "Empire Business Park Preliminary Plan", represented in Exhibit B attached hereto and made a part hereof by this reference, to be valid and sufficient, and in conformance with the requirements of the Bloomington City Code; and

WHEREAS, the Planning Commission recommended the City Council of the City of Bloomington approve said Petition; and

WHEREAS, the City Council has the authority to approve the Petition for the reinstatement of a Preliminary Plan.

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

1. That the Empire Business Park Preliminary Plan for approximately 34.9 acres and revised on October 23, 2017 is hereby approved and reinstated.
2. That this Ordinance shall be in full force and effective as of the date of its passage and approval.

PASSED this \_\_\_\_ day of November, 2017.

APPROVED this \_\_\_\_ day of November, 2017.

APPROVED:

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

Exhibit "A"  
Legal Description

ALL THAT PART OF 355.15 ACRES OFF THE WEST SIDE OF SECTION 31, TOWNSHIP 24 NORTH, RANGES 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, PER "SURVEY OF 355.15 ACRES OFF THE WEST SIDE OF SECTION 31" AS SHOWN IN PLAT BOOK 12, PAGE 120, IN THE MCLEAN COUNTY RECORDERS'S OFFICE, LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF CORNELIUS DRIVE, EAST OF AND ADJACENT TO THE EAST LINE OF AIRPORT ROAD, NORTH OF AND ADJACENT TO THE NORHT LINE OF ILLINOIS ROUTE 9 AND WEST OF AND ADJACENT TO THE WEST LINE OF TRINITY LANE, ALL IN THE CITY OF BLOOMINGTON, ILLINOIS

APPROXIMATELY 34.9 ACRES

FOB DEVELOPMENT, INC.

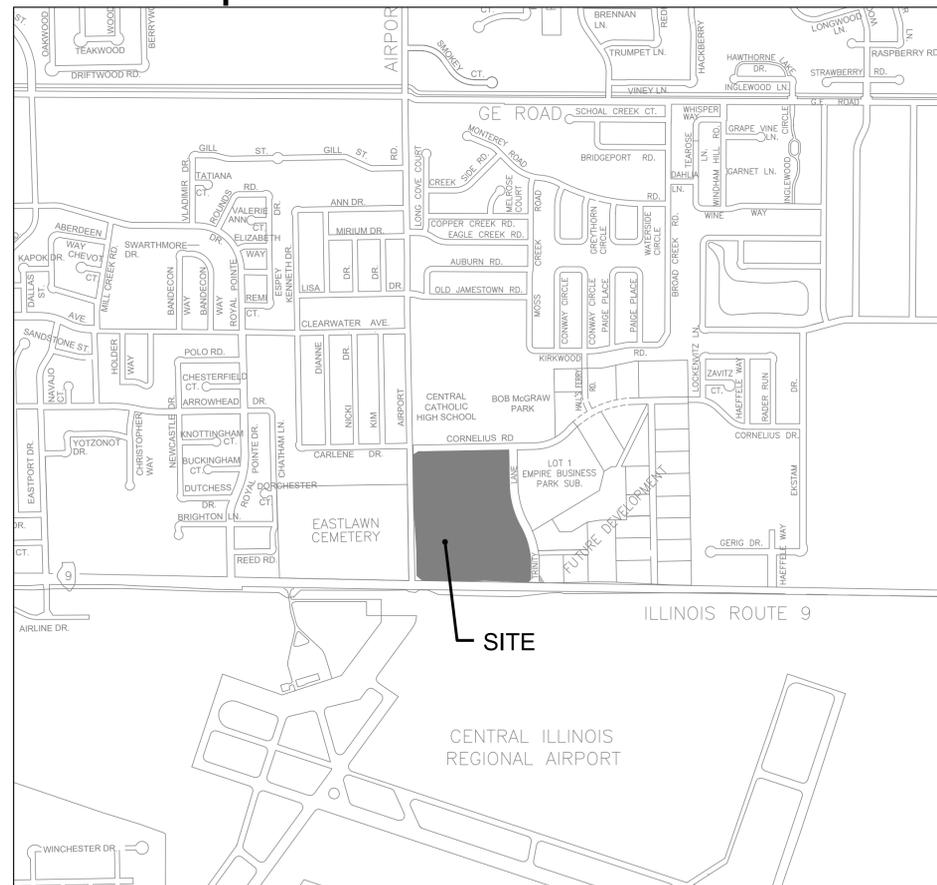
# EMPIRE BUSINESS PARK

# PRELIMINARY PLAN

BLOOMINGTON, ILLINOIS

E. 1/2 SEC. 31, T. 245N., R. 3 E., 3 P.M.

### Location Map



### Legal Description

All that part of 355.15 Acres off the West Side of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, per "Survey of 355.15 Acres off the West Side of Section 31" as shown in Plat Book 12, page 120, in the McLean County Recorder's Office, lying south of and adjacent to the South Line of Cornelius Drive, east of and adjacent to the East Line of Airport Road, north of and adjacent to the North Line of Illinois Route 9 and west of and adjacent to the West Line of Trinity Lane, all in the City of Bloomington, Illinois.

This property contains 34.90 acres, more or less.

### Index of Drawings

- COVER SHEET
- C1.0 KEYMAP
- C2.0 PRELIMINARY PLAN
- C3.0 PRELIMINARY PLAN
- C4.0 PRELIMINARY PLAN

### Benchmarks

1. TOP OF OPERATING NUT OF FIRE HYDRANT WEST SIDE AIRPORT ROAD 35' NORTH OF NORTH CEMETERY ENTRANCE U.S.G.S. ELEV.=842.48
2. SQUARE CUT IN CENTER TOP OF CONC. HEADWALL NORTH SIDE IL. RTE. 9 8'x8' BOX CULVERT U.S.G.S. ELEV.=840.51

### Professional Registrations



THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION. I AM A DAILY LICENSED ENGINEER UNDER THE LAWS OF THE STATE OF ILLINOIS.

NAME: Jeffrey M. Gastel  
 DATE: 10-23-2017  
 LICENSE RENEWAL DATE: 11-30-2017  
 PAGES OR DIVISIONS COVERED:

### Notes

1. THIS PROPERTY IS CURRENTLY WITHIN THE CORPORATE LIMITS OF THE CITY OF BLOOMINGTON AND CONTAINS 34.9 ACRES (14.1 HECTARES) AND IS TO BE SUBDIVIDED INTO 13 LOTS AND 1 OUTLOT.
2. LOTS 6-14 ARE CURRENTLY ZONED B-1 GENERAL HIGHWAY BUSINESS DISTRICT WITH A PORTION OF LOT 6 ZONED B-2.
3. ANY PORTION OF THE LOTS WHICH DRAIN TO AIRPORT ROAD SHALL PROVIDE ONSITE DETENTION ON THE LOT PER CITY REQUIREMENTS. ANY PORTION OF THE LOTS WHICH DRAIN TO THE EXISTING EAGLE CREEK DETENTION BASINS WITHOUT PASSING THROUGH AN EXISTING REGIONAL DETENTION FACILITY CONSTRUCTED WITHIN THE EMPIRE BUSINESS PARK DEVELOPMENT SHALL PAY A TAP-ON FEE IN-LIEU OF DETENTION ONSITE.
4. ALL STREETS SHALL BE PUBLIC AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON. ALL SANITARY SEWERS, STORM SEWERS AND WATER MAINS SHALL BE PLACED IN PUBLIC EASEMENTS OR RIGHT-OF-WAYS AND SHALL BE DEDICATED TO THE CITY OF BLOOMINGTON.
5. EXISTING TOPOGRAPHIC DATA IS FROM A FIELD SURVEY BY FARNSWORTH GROUP, INC. DATED OCTOBER 14, 2009. EXISTING CONTOURS SHOWN BASED ON 2012 LIDAR DATA
6. NO PORTION OF THIS DEVELOPMENT LIES WITHIN THE SPECIAL FLOOD HAZARD AREA AS SHOWN ON FIRM MAP 17113C0510 E DATED JANUARY 16, 2008.
7. GALENA ROAD AND "A" COURT SHALL BE CONSTRUCTED TO MEET CITY OF BLOOMINGTON REQUIREMENTS.
8. THE FINAL DESIGN AND CONSTRUCTION OF THE INTERSECTION OF GALENA ROAD AND AIRPORT ROAD SHALL BE DETERMINED BY AN INTERSECTION DESIGN STUDY (IDS); THE DEDICATION OF ADDITIONAL ROW MAY BE REQUIRED. IDS TO BE COMPLETED AT THE TIME GALENA ROAD IS EXTENDED TO AIRPORT ROAD.
9. THE FINAL CROSS SECTIONS OF THE STREET PAVEMENT THICKNESS SHALL BE DETERMINED BY A PAVEMENT DESIGN AT TIME OF CONSTRUCTION.
10. DEVELOPER UNDERSTANDS THAT A VARIANCE REQUEST FOR SECTION 44.7-2/G.4.(C)(7) OF THE ZONING CODE MAY BE REQUIRED FOR LOTS 6, 7, 12, 13, AND 14 WHERE THE CITY OF BLOOMINGTON PLANS TO CONSTRUCT A PUBLIC SIDEWALK WITHIN A 6' EASEMENT ALONG THE EAST RIGHT-OF-WAY LINE OF AIRPORT ROAD.

### RECOMMENDATION OF PRELIMINARY PLAN APPROVAL BY THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS:

"Notice is hereby given that this Preliminary Plan of the Empire Business Park shown hereon is recommended by the Planning Commission of Bloomington, Illinois, for City Council approval with the modifications contained in Appendix A (if any), which is attached hereto."

The Planning Commission of Bloomington, Illinois  
 Date: \_\_\_\_\_, 2017  
 By: \_\_\_\_\_  
 Chairman  
 By: \_\_\_\_\_  
 Executive Secretary

### NOTICE OF APPROVAL OF PRELIMINARY PLAN BY THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS:

"The Preliminary Plan of the Empire Business Park shown hereon has received approval by the City Council of Bloomington, Illinois, subject to the modifications contained in Appendix A which is attached hereto."

The City Council of Bloomington, Illinois  
 Date: \_\_\_\_\_, 2017  
 By: \_\_\_\_\_

Revisions	#	Date:	By:	Description:
1	10/23/17	ZRW		CITY REVIEW COMMENTS

J. Gastel | A. 10/27/17 | 0171384.00 - Empire Business Park Preliminary Plan - 0171384.00.dwg | 10/27/2017 12:10 PM |



Project No: 0171384.00

Design Firm Registration #184001856

Date: September 29th, 2017

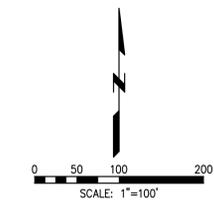
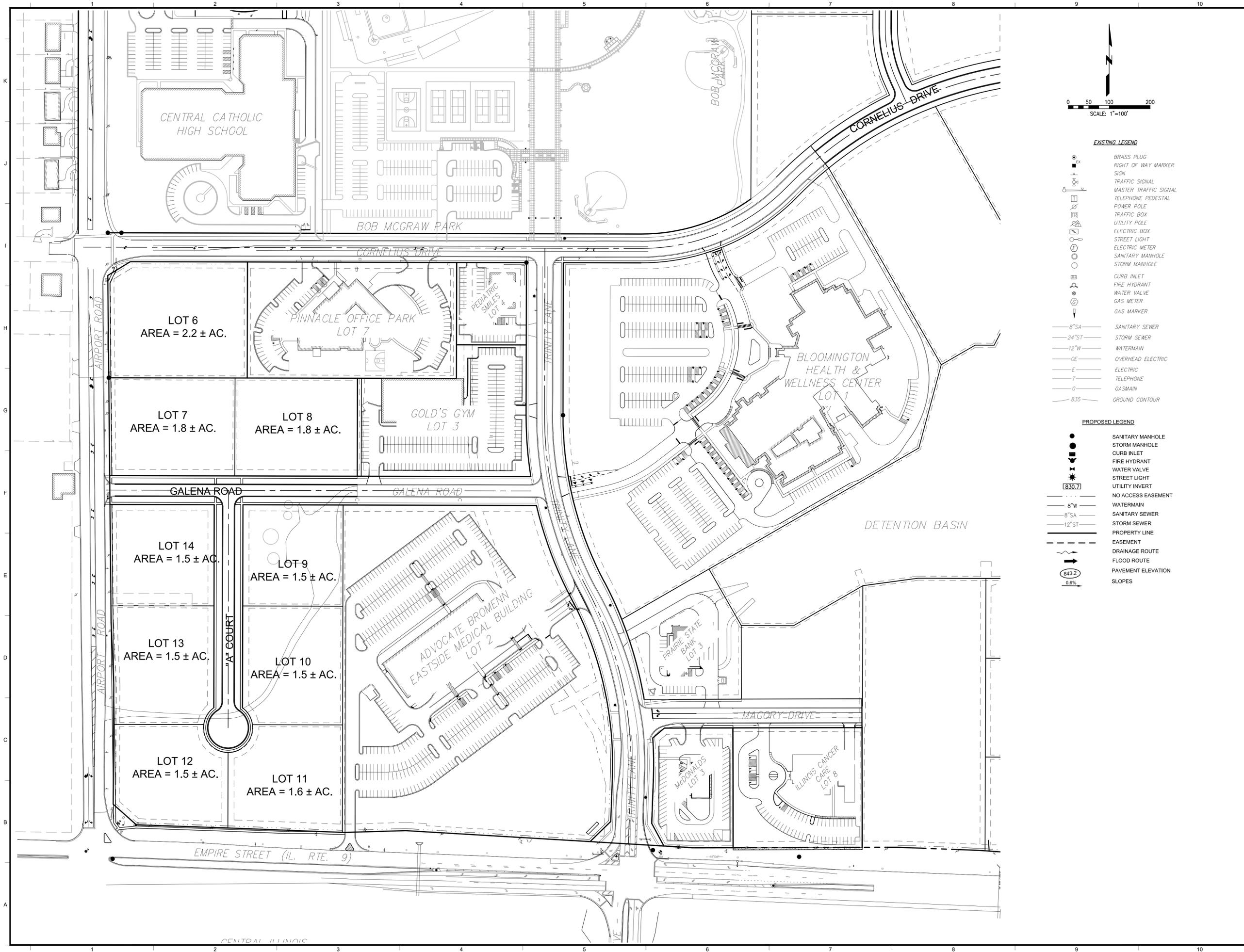


**Farnsworth GROUP**

2709 McGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

www.f-w.com  
Engineers | Architects | Surveyors | Scientists

ISSUE:  
# DATE: DESCRIPTION:  
1 10/23/2017 CITY REVIEW COMMENTS



**EXISTING LEGEND**

- BRASS PLUG
- RIGHT OF WAY MARKER
- SIGN
- TRAFFIC SIGNAL
- MASTER TRAFFIC SIGNAL
- TELEPHONE PEDESTAL
- POWER POLE
- TRAFFIC BOX
- UTILITY POLE
- ELECTRIC BOX
- STREET LIGHT
- ELECTRIC METER
- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- FIRE HYDRANT
- WATER VALVE
- GAS METER
- GAS MARKER
- 8"SA SANITARY SEWER
- 24"ST STORM SEWER
- 12"W WATERMAIN
- OE OVERHEAD ELECTRIC
- E ELECTRIC
- T TELEPHONE
- G GASMAIN
- 835 GROUND CONTOUR

**PROPOSED LEGEND**

- SANITARY MANHOLE
- STORM MANHOLE
- CURB INLET
- FIRE HYDRANT
- WATER VALVE
- STREET LIGHT
- UTILITY INVERT
- NO ACCESS EASEMENT
- 8"W WATERMAIN
- 8"SA SANITARY SEWER
- 12"ST STORM SEWER
- PROPERTY LINE
- EASEMENT
- DRAINAGE ROUTE
- FLOOD ROUTE
- PAVEMENT ELEVATION
- SLOPES

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PROJECT:  
FOB Development, Inc.

**Empire Business Park Preliminary Plan**

Bloomington, Illinois

DATE: 09/29/2017

DESIGN/DRAWN: EMR

REVIEWED: JMG

FIELD BOOK NO.: 2756

SHEET TITLE:

**KEY MAP**

SHEET NUMBER:

**C1.0**

PROJECT NO.: 0171384.00



# Farnsworth GROUP

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BLOOMINGTON, ILLINOIS 61704  
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www.f-w.com  
Engineers | Architects | Surveyors | Scientists

ISSUE: # DATE: DESCRIPTION:  
1 10/23/2017 CITY REVIEW COMMENTS

PROJECT:  
FOB Development, Inc.

## Empire Business Park Preliminary Plan

Bloomington, Illinois

DATE: 09/29/2017

DESIGN/DRAWN: EMR

REVIEWED: JMG

FIELD BOOK NO.: 2756

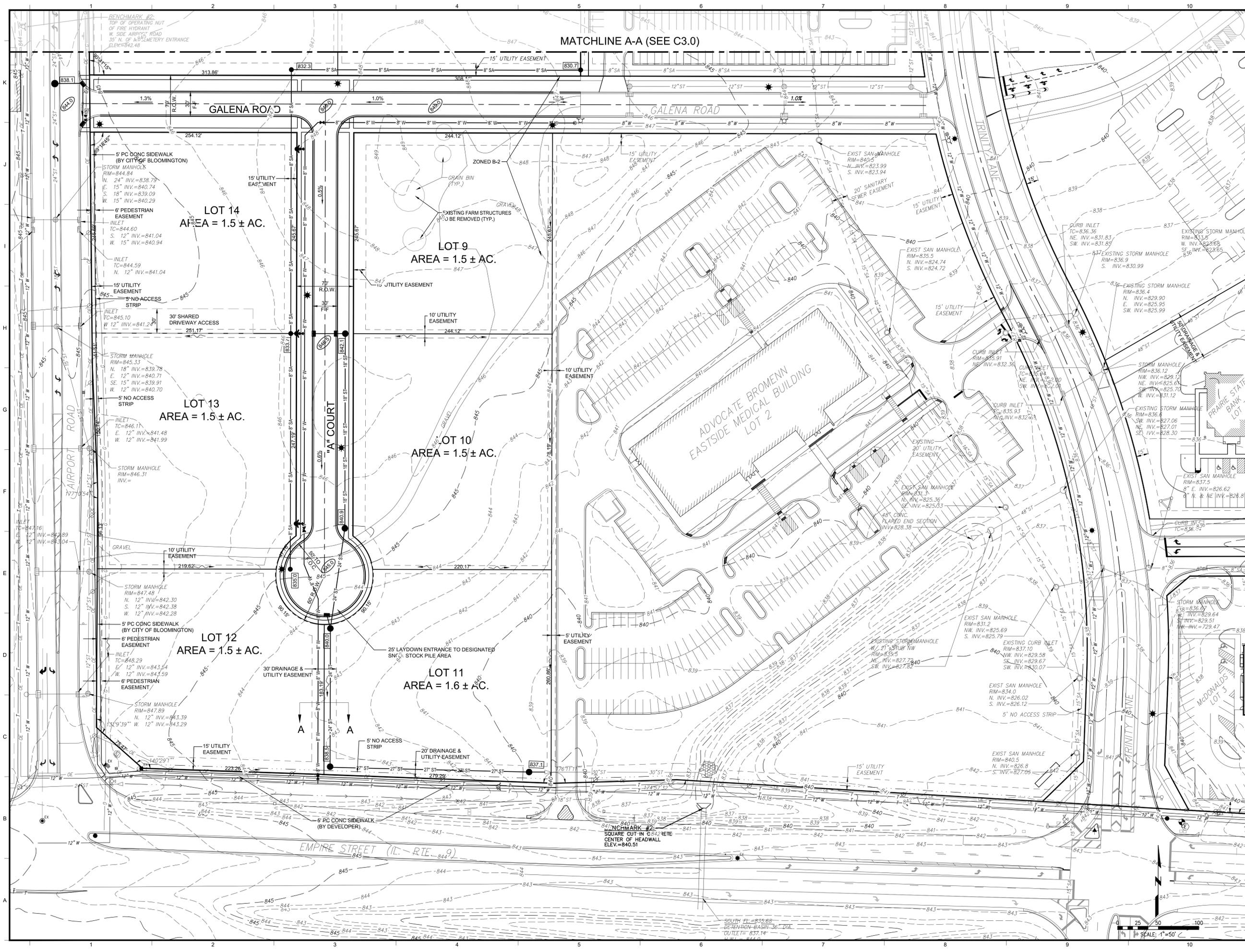
SHEET TITLE:

## PRELIMINARY PLAN

SHEET NUMBER:

# C2.0

PROJECT NO.: 0171384.00



MATCHLINE A-A (SEE C3.0)

LOT 14  
AREA = 1.5 ± AC.

LOT 9  
AREA = 1.5 ± AC.

LOT 13  
AREA = 1.5 ± AC.

LOT 10  
AREA = 1.5 ± AC.

LOT 12  
AREA = 1.5 ± AC.

LOT 11  
AREA = 1.6 ± AC.

ADVOCATE BROMENN  
EASTSIDE MEDICAL BUILDING  
LOT 2

EMPIRE STREET (IL. RTE. 9)

Project: J:\2017\0171384.00 - Empire Business Park Preliminary Plan - 0171384.00.dwg | 10/24/2017 12:10 PM |

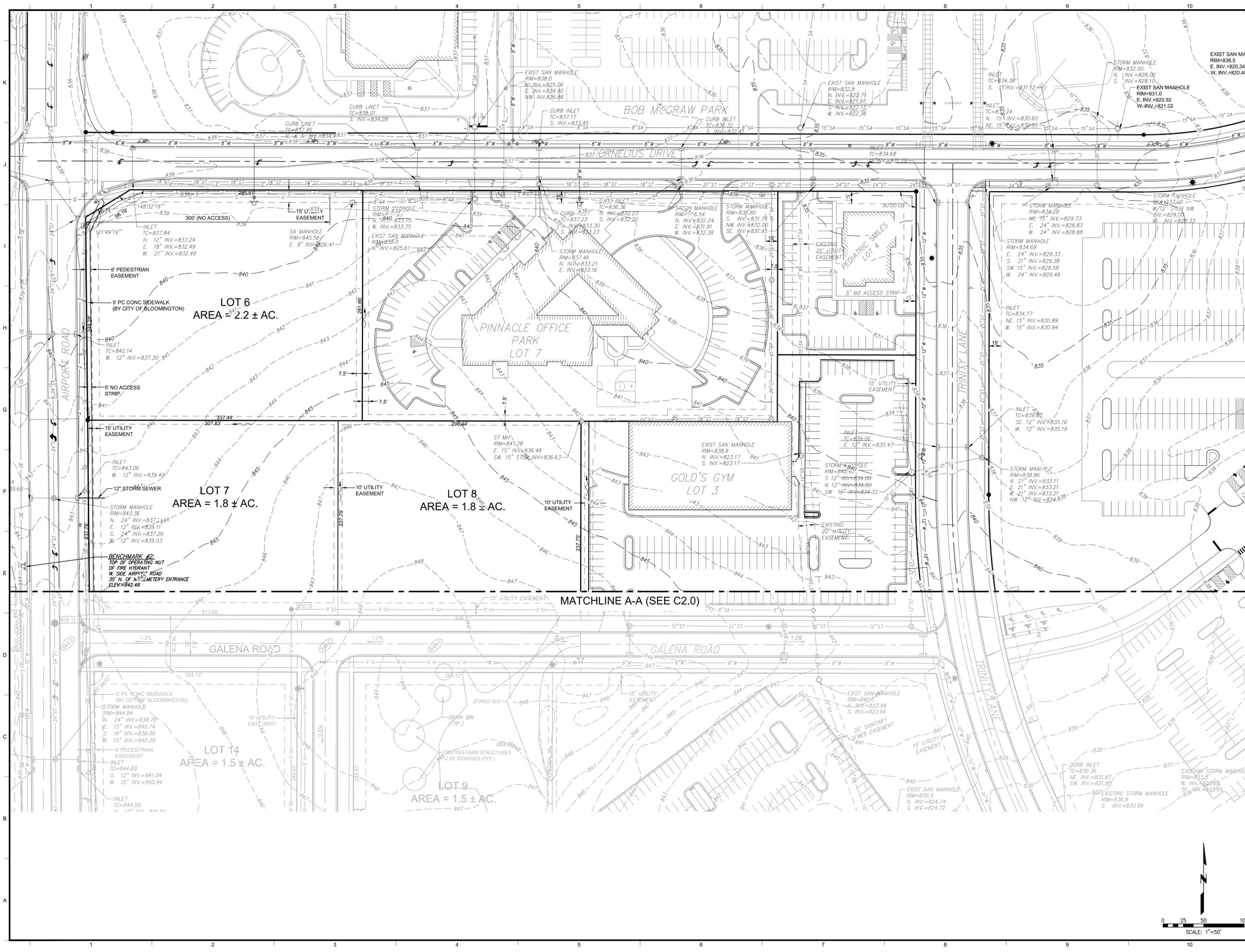


# Farnsworth GROUP

2709 MCGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
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www.f-w.com  
Engineers | Architects | Surveyors | Scientists

ISSUE:	DATE:	DESCRIPTION:
1	10/23/2017	CITY REVIEW COMMENTS



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PROJECT:  
FOB Development, Inc.

## Empire Business Park Preliminary Plan

Bloomington, Illinois

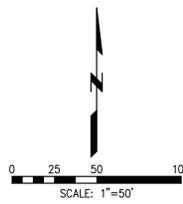
DATE:	09/29/2017
DESIGN/DRAWN:	EMR
REVIEWED:	JMG
FIELD BOOK NO.:	2756

### PRELIMINARY PLAN

SHEET NUMBER:

# C3.0

PROJECT NO.: 0171384.00



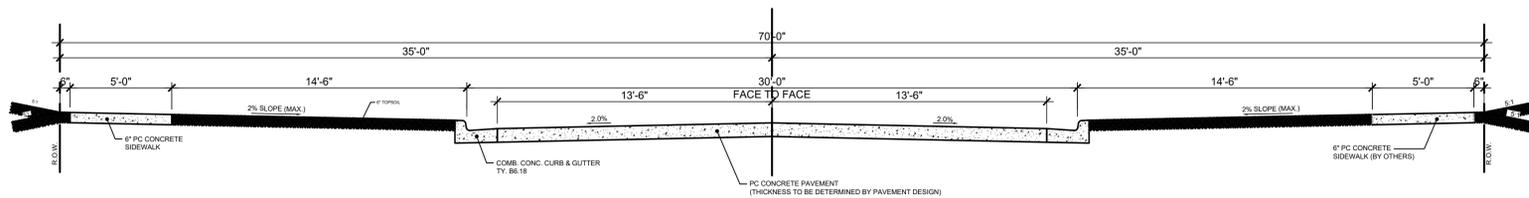


# Farnsworth GROUP

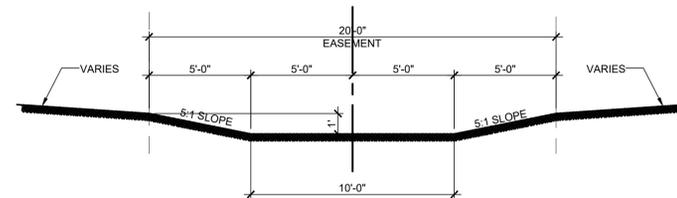
2709 MCGRAW DRIVE  
BLOOMINGTON, ILLINOIS 61704  
(309) 663-8435 / info@f-w.com

www.f-w.com  
Engineers | Architects | Surveyors | Scientists

#	DATE	DESCRIPTION
1	10/23/2017	CITY REVIEW COMMENTS



STREET CROSS SECTION



SECTION A-A

J:\gsd\11\2017\0171384.00 - Empire Business Park Prel Plan Update\04\_Drawings\DWG\Empire Business Park Preliminary Plan - 0171384.00.dwg | 10/24/2017 12:10 PM |

PROJECT:  
FOB Development, Inc.

## Empire Business Park Preliminary Plan

Bloomington, Illinois

DATE: 09/29/2017

DESIGN/DRAWN: EMR

REVIEWED: JMG

FIELD BOOK NO.: 2756

### PRELIMINARY PLAN

SHEET NUMBER:

# C4.0

PROJECT NO.: 0171384.00

PETITION FOR APPROVAL OF PRELIMINARY PLAN FOR A SUBDIVISION

State of Illinois        )  
                                  )ss.  
County of McLean     )

To:    The Honorable Mayor and City Council of the City of Bloomington, Illinois.

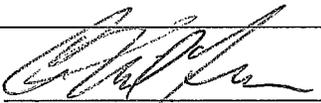
Now come(s) FOB Development, Inc.  
hereinafter referred to as your Petitioner respectfully representing and requesting as follows:

1.     That your petitioner is interested \_\_\_\_\_ in the premises hereinafter in Exhibit A attached hereto and made a part hereof to be known by this reference;
  
2.     That your Petitioner seeks approval of a Renewal of a Portion of the previously approve Preliminary Plan for a subdivision of said premises to be known and described as Empire Business Park Subdivision which Preliminary Plan is attached hereto and made a part hereof;

WHEREFORE, your Petitioner prays that this Renewal to a Portion of the previously approved Preliminary Plan for the Empire Business Park Subdivision submitted herewith be approved as requested herein.

Respectfully submitted,

FOB Development, Inc.

By 

Charles Neil Finlen

Its Engineer

Exhibit A

All that part of 355.15 Acres off the West Side of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, McLean County, Illinois, per "Survey of 355.15 Acres off the West Side of Section 31" as shown in Plat Book 12, page 120, in the McLean County Recorder's Office, lying south of and adjacent to the South Line of Cornelius Drive, east of and adjacent to the East Line of Airport Road, north of and adjacent to the North Line of Illinois Route 9 and west of and adjacent to the West Line of Trinity Lane, all in the City of Bloomington, Illinois.

This property contains 34.90 acres, more or less.

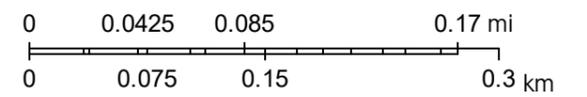
# Aerial View: Empire Business Park



October 12, 2017

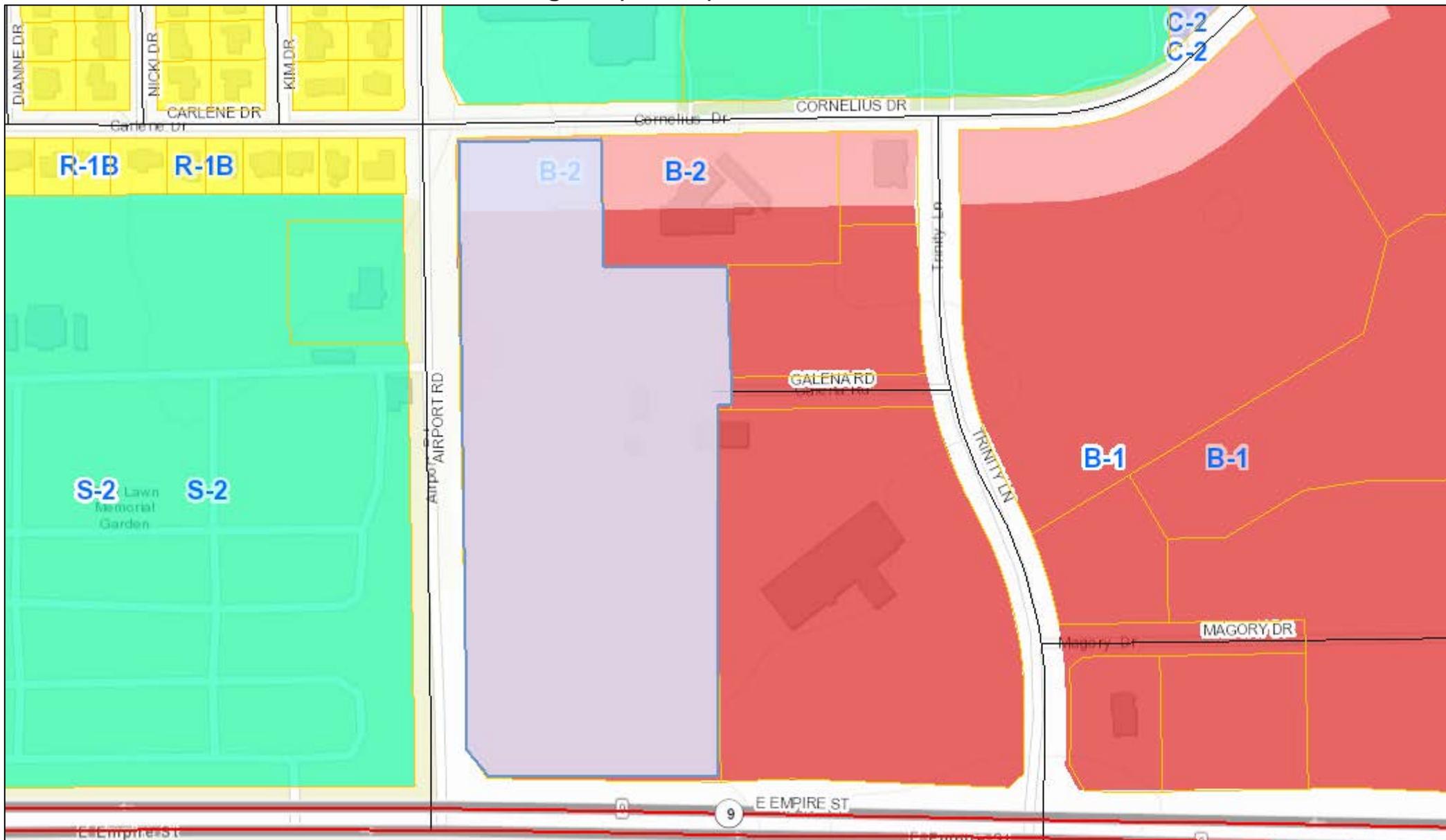
 Parcels

1:4,514



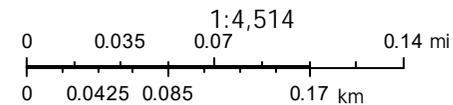
<http://www.McGIS.org/License>

# Zoning Map: Empire Business Park



October 12, 2017

- |   |   |   |
|---|---|---|
|  Parcels |  C   |  R-1 |
| <b>McLean County</b>  |  M-1 |  R-2 |
|  A       |  M-2 |   |



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), swisstopo, MapmyIndia, © OpenStreetMap contributors, and the GIS User Community

**CITY OF BLOOMINGTON  
REPORT FOR THE PLANNING COMMISSION  
October 25, 2017**

<b>CASE NUMBER:</b>	<b>SUBJECT PROPERTY:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
PS-03-17	34.90 acres on northeast corner of Airport Rd and Empire St	Preliminary Plan	Izzy Rivera Assistant City Planner
<b>PETITIONER'S REQUEST:</b>	Approval of reinstatement of preliminary plan entitled "Empire Business Park Preliminary Plan"		
<i>Staff finds that the petition <b>meets the</b> Subdivision Ordinance's guidelines for a preliminary plan (Section 24.2.3)</i>			

**STAFF RECOMMENDATION: Approval**

Staff recommends the Planning Commission pass the following motions recommending:

- A. That City Council **approve** the reinstatement of preliminary plan entitled "Empire Business Park Preliminary Plan" for 34.90 acres located at the northeast corner of Empire St and Airport Rd, case PS-03-17, with additional recommendations and comments from staff attached.



**NOTICE**

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on October 9, 2017.

**GENERAL INFORMATION**

Owner and Applicant: FOB Investments Inc.

**PROPERTY INFORMATION**

Existing Zoning: B-1, Highway Business District and B-2, General Business District

Existing Land Use: Undeveloped land

**Surrounding Zoning and Land Uses**

Zoning

North: S-2 Public Lands and Institutions

South: S-5 Airport District

East: B-1, Highway Business

West: R-1B, Medium Density Residential

West: S-2, Public Land and Institutions

Land Uses

North: School

South: Airport

East: Medical

West: Single family homes

West: Cemetery

**PROJECT DESCRIPTION**

The subject property is approximately 34.9 acres, located at the northeast corner of Empire St and Airport Rd. A preliminary plan for Empire Business Park was approved by City Council in 2009. In 2012, the north section of Empire St and east of Trinity Ln was added. In 2013, a revision was done to a portion of the plan by Empire St and Deneen Dr. Since the preliminary plan was not acted upon any further within 3 years, between 2014 and 2017, the plan expired. The preliminary plan shows the subdivision of the property at a conceptual stage. The property is undeveloped at this time.

A preliminary plan serves as a concept plan for the development of the subject property. It is a guide for the location of public and private utilities, street layouts, drainage, sewers, and proposed land uses and lot layouts for the subject property. A preliminary plan is reviewed by the Planning Commission and, once approved by City Council, is valid for three (3) years. Following the preliminary plan process, the land owner will file for a Final Plat. The Final Plat process formalizes the layout of utilities, lots easements, etc., and must be approved by City Council and recorded. The preliminary plan procedure occurs very early in the site development process. It may not be possible to address more specific details, such as landscaping, building height, parking lot layout, etc., at this time, as all of these details are subject to change based on the vision of the final land owner, others relevant and the proposed use. Such items will be regulated by the zoning district, City Zoning and Building Codes, and Ordinances.

There has been an increased interest in developing the northern corner lot by Cornelius Drive and Empire St. There has already been development in the area including Pinnacle Office Park and Gold's Gym. The proposed preliminary plan shows a total of nine (9) lots, three (3) to the north of Galena Rd and six (6) to the south. The preliminary plan demonstrates the continuation of Galena Road east of Trinity Ln to connect to Airport Rd. The preliminary plan proposes a

cul-de-sac that would connect to Galena Rd and give access to the southern lots. All the proposed lots, except lot 6, would get access from Galena Rd and the connecting cul-de-sac named "A" Court. Lot 6 would get access from Cornelius Rd. There is access to all the utilities and there are three (3) fire hydrants with in the site and six (6) in adjoining lots. The Planning, Engineering, Fire and Water departments reviewed the proposed plan, once staff comments are addressed the plan will comply with city code. Staff determined proposed access, utilities and fire protection adequate for the site and types of uses in the B-1 District.

The previously approved preliminary plan in 2009 has the same division in lots, with the exception of the development that has already occurred in the site, Pinnacle Office Park, Gold's Gym and Advocate Bromenn. This affects the size of lot 6 from the previously approved preliminary plan to the currently proposed preliminary plan. Staff is requesting sidewalk is shown on Rt. 9 and Airport Rd. The plan in 2009 does not have sidewalks but the 2015 Comprehensive Plan encourages pedestrian accommodations, complete streets and walkability.

### **ANALYSIS**

#### **Submittals**

This report is based on the following documents, which are on file with the Community Development Department:

1. Petition for Approval to reinstate Empire Business Park Preliminary Plan
2. "Empire Business Park Preliminary Plan"
3. Aerial photographs

#### **Compliance with the Comprehensive Plan**

This area is identified as a Tier-1 development priority in the Bloomington Comprehensive Plan 2035. The proposed use, employment centers, also works toward "creating a destination for residents and employees from the community and the surrounding area," a goal identified in the 2035 Comprehensive Plan. Additionally the Plan identifies "providing pedestrian with safe access throughout the transportation network, facilitating access to facilities such as transit, business, parks and neighborhood centers" as a goal. Complete streets are another goal identified in the Plan, which further promotes safe access for everyone, "whether walking, cycling, riding public transit or driving motor vehicles".

#### **Findings of Fact:**

Section 24.2.3 of the City's Code outlines the following guidelines to be used to evaluate a proposed subdivision within the jurisdiction:

1. *To protect, provide and promote the public health, safety and general welfare of the City;* the proposed preliminary plan recognizes the standard and does not conflict with this guideline. The standard is met.
2. *To guide the future growth and development of the City, in accordance with the Comprehensive Plan;* The proposed use, office/retail, also works toward "creating a destination for residents and employees from the community and the surrounding area."

It is recommended that the sidewalk on the south side of the development be developed to keep in accordance with this guideline. The standard is met.

3. *To provide for adequate light, air, and privacy, to secure safety from fire, flood, and other danger, and to prevent overcrowding of the land and undue congestion of population;* the proposed preliminary plan shows an adequate gross floor area ratio for the B-1 district and provides adequate fire hydrants. The standard is met.
4. *To protect the character and the social and economic stability of all parts of the City and to encourage the orderly and beneficial development of all parts of the community;* the petitioner acknowledges the standard and the standard is met.
5. *To protect and conserve the value of land throughout the City and the value of buildings and improvements upon the land, and to minimize the conflicts among the uses of land and buildings;* the subdivision of the lots aligns with future land use identified in the Comprehensive Plan. The standard is met.
6. *To guide public and private policy and action in order to provide adequate and efficient transportation, water, sewerage, schools, parks, playgrounds, recreation and other public requirements and facilities;* The City's Engineering, Building Safety, Community Development and Water Departments reviewed the plan. Their comments are incorporated into the revision presented to the Planning Commission. The standard is met.
7. *To provide the most beneficial relationship between the uses of land and buildings and the circulation of traffic throughout the City, having particular regard to the avoidance of congestion in the streets and highways, and the pedestrian traffic movements appropriate to the various uses of land and buildings, and to provide for the property location and width of streets and buildings setback lines;* The proposed preliminary plan meets the City Code's set back requirements for the B-1 District, including transitional yards. Galena road will be extended, providing access to the cul-de-sac, in turn giving access to lots 9-14. The standard is met.
8. *To establish reasonable standards of design and procedures for subdivision codes and re-subdivisions, in order to further the orderly layout and use of land, and to insure property legal descriptions and monumenting of subdivided land;* the preliminary plan is in agreement with the Manual of Practice and Design. The standard is met.
9. *To insure that public facilities are available and will have a sufficient capacity to serve the proposed subdivision code and area reasonably anticipated to be served by such facilities;* the capacity of public facilities is adequate. The standard is met.
10. *To prevent the pollution of air, streams, and ponds; to assure the adequacy of drainage facilities; to safeguard the water table; and to encourage the wise use and management of natural resources throughout the City in order to preserve the integrity, stability and*

*beauty of the community and the value of the land;* Detention will be provided upon the development of the lots, and subject to Chapter 44 of the City Code. The standard is met.

11. *To preserve the natural beauty and topography of the City and to insure appropriate development with regard to these natural features;* appropriate development will be determined at the time each lot is developed. The standard is met.

12. *To provide for open spaces through the most efficient design and layout of the land, including the use of average density in providing for minimum width and area of lots, while preserving the density of land as established in the City's zoning ordinance (Ordinance No. 1998-42).* Each lot meets the minimum width requirements of the zoning district, the standard is met.

**STAFF RECOMMENDATION:**

That City Council approve the reinstatement of the preliminary plan entitled “Empire Business Park Preliminary Plan” for 34.90 acres located northeast of Airport Rd and Empire St, case PS-03-17, with additional recommendations and comments from staff attached.

Respectfully submitted,

Izzy Rivera  
Assistant City Planner

Attachments:

1. Staff Comments
2. Petition for reinstatement of “Empire Business Park Preliminary Plan”
3. Exhibit A-“Legal Description”
4. Exhibit B- Empire Business Park Preliminary Plan
5. Draft Ordinance
6. Zoning Map
7. Aerial Map
8. Newspaper publication and neighborhood notice



Department of Community Development  
115 E Washington St, Ste 201  
Bloomington IL 61701

October 18, 2017

Mr. Jeff Gastel, P.E  
Farnsworth Group, INC  
2907 McGraw Drive  
Bloomington, IL 61704

**Subject: City of Bloomington Staff Comments for Empire Business Park Preliminary Plan  
(dated 09/29/2017)**

Dear Mr. Gastel:

The Public Works and Community Development Departments have reviewed the proposed preliminary plan, and offer the following comments:

- Please clearly show and confirm the property boundaries, including the ROW line along the east side of Airport Road.
- Please provide dimensions and clearly defined line types for the proposed no-access strips along Cornelius and Airport Rd.
- Add to Note 3, "Entrance signage shall comply with requirements of city code"

**Sidewalk**

- Please show a 5' wide sidewalk along Airport Road -label to be constructed by City
- Please provide a pedestrian access easement or dedicate ROW along the east side of Airport Road as needed to allow for the 5' (five feet) sidewalk to be constructed with a minimum of a 6' (six feet) parkway, also taking into account any utility poles and facilities.
- Please show a 5' wide sidewalk along Empire Street (label to be constructed by the developer).
- Please revise the plan to show all sidewalks with a minimum of 5' of width and 6" thick PCC.

**Outlot 15**

- Please clearly show the lot lines and dimensions for Outlot 15. The site plan and final plat recently submitted for Lot 6 do not show an Outlot 15. Please clarify or consider removing from the Preliminary Plan.
- Revise note #3 accordingly or remove completely.
- Please provide additional ROW in the SE corner of the intersection of Cornelius and Airport Rd. to allow a 5' wide sidewalk to be placed behind the handhole and away from the back of curb with a minimum of 6' of parkway.
- Increase ROW to 6' to provide space for extra equipment or to change sidewalks



Department of Community Development  
115 E Washington St, Ste 201  
Bloomington IL 61701

### **Utilities**

- Please show how storm sewer service will be provided to lots 7,8, & 14.
- It appears the match lines between sheets 3 and 4 do not align. The sanitary sewer along Galena Rd. is not shown. Please clarify.

### **Cross Section**

- The final cross sections of the streets will be determined by a pavement design. Please clarify this with a note on the cover sheet and add this note to street cross section page.
- The final design and construction of the intersection of Galena and Airport Rd shall be determined by an intersection design study (IDS); the dedication of additional ROW may be required. Please clarify this with a note on the cover sheet. (IDS to be completed at the time Galena Rd is constructed).
- Please revise the cross section to show 5' wide sidewalks and clarifying that the pavement thickness will be determined by a pavement design.

### **Detention**

- Please revise Note 4 on the cover sheet to read as follows: "Any portion of the lots which drain to Airport Road shall provide onsite detention on the lot per City requirements. Any portion of the lots which drain to the existing Eagle Creek Detention Basins without passing through an existing regional detention facility constructed within the Empire Business Park development shall pay a tap-on fee in-lieu of detention onsite."

Please note staff is recommending approval of the proposed preliminary plan with the condition that the above comments are addressed prior to the City Council meeting on November 13, 2017.

Should you have any questions, please contact us.

Sincerely,

A handwritten signature in black ink that reads "Izzy Rivera".

Izzy Rivera  
Assistant City Planner

CC: Ryan Otto, Engineering Department  
Tony Meizelis, Engineering Department  
Bob Coombs, Building Department  
Katie Simpson, City Planner



Department of Community Development  
115 E Washington St, Ste 201  
Bloomington IL 61701

Richard Bernard, Water Department  
Neil Finlen, Engineer Farnsworth Group

**DRAFT  
MINURES  
BLOOMINGTON PLANNING COMMISSION  
REGULAR MEETING  
WEDNESDAY, OCTOBER 25, 2017 4:00 P.M.  
COUNCIL CHAMBERS, CITY HALL  
109 EAST OLIVE STREET  
BLOOMINGTON, ILLINOIS**

**MEMBERS PRESENT:** Mr. J. Balmer, Mr. David Stanczak, Mr. James Pearson, Mr. John Protzman, Ms. Megan Headean, Mr. Mark Muehleck, Chairman Justin Boyd

**MEMBERS ABSENT:** Mr. Kevin Suess, Mr. Eric Penn

**OTHERS PRESENT:** Mr. George Boyle, City Attorney; Ms. Katie Simpson, City Planner; Ms. Izzy Rivera, Assistant City Planner.

**CALL TO ORDER** Chairman Boyd called the meeting to order at 4:01 PM.

**PUBLIC COMMENT:** None

**MINUTES:** The Commission reviewed the minutes from the September 27, 2017 regular meeting. Mr. Balmer motioned to approve the minutes. Mr. Pearson seconded the motion. The Commission approved the minutes by a voice vote, 7-0.

**REGULAR AGENDA:**

**PS-03-17 Public hearing, review, and action on a petition submitted by FOB Development Inc. requesting the reinstatement of the preliminary plan, “Empire Business Park Preliminary Plan” for the property located at the northeast corner of Airport Rd and Empire St., approximately 34.90 acres.**

Chairman Boyd introduced the case. Ms. Rivera presented the staff report and positive recommendation with the condition that the plan is revised to address the staff comments included in the Planning Commission Packet. Ms. Rivera described the subject property, surrounding uses and zoning. She shared pictures of the property and aerial and zoning maps. She explained that a preliminary plan was approved in 2009 by City Council but due to three years of inactivity the plan expired in 2017. Ms. Rivera explained the case’s relationship to the preliminary plan and noted the addition of sidewalk along Airport Rd and Route 9 aligns with the comprehensive plan’s goals of walkability. Ms. Simpson stated that staff shared their commentary with the petitioner who has resubmitted an updated preliminary plan. The updated revision, dated October 23, 2017, was incorporated into the record and marked “Exhibit A”. Ms. Simpson highlighted the revisions and explained the significance of incorporating sidewalk along Airport Road. Ms. Simpson explained that the proposed plan addresses sidewalk by allowing a six foot pedestrian easement. She stated that due to the sidewalk, a six foot variance from the landscaping requirements is required to develop Lot 6, and she asked the Commission to motion to include a favorable recommendation requesting the variance to the Zoning Board of Appeals.

Mr. Stanczak asked if acquiring additional right of way were possible to allow the sidewalk to remain on public property. Ms. Simpson explained that land owner dedicated the amount of right-of-way for Airport Road agreed upon in the 1998 annexation agreement, but the road was built wider than anticipated. The easement is required in order to provide ample parkway between the sidewalk and the road, and without the easement, the sidewalk would be dangerously close to the road. Mr. Pearson asked for clarification on the expiration of a preliminary plan. Ms. Simpson confirmed that because no lots of record were created between 2014 and now, the plan had expired.

Mr. Neil Finlen, Civil Engineer with Farnsworth Associates, was sworn in. He explained the need for parkway on Airport Road and clarified the pedestrian easement. He stated the petition was prompted by the development of a medical facility on Lot 6. He stated the petitioner plans to cooperate with Engineering on an intersection design study, if needed, for Galena Road. He hopes more development will follow this development and expressed gratitude to city staff for their cooperation throughout this process.

Mr. Balmer motioned to approve the preliminary plan conditional to the revisions requested by staff, and to recommend to the approval of a six foot variance for Lot 6 to the Zoning Board of Appeals to allow for the pedestrian easement. Mr. Stanczak seconded the motion. The motion was approved 6-0-1 with the following votes cast: Mr. Balmer—yes; Mr. Stanczak—yes; Mr. Pearson—yes; Mr. Protzman—yes; Ms. Headean—yes; Mr. Muehleck—Abstain; Chairman Boyd—yes.

**OLD BUSINESS:** None

**NEW BUSINESS:** Chairman Boyd introduced Mr. Mark Muehleck, a new member to the Commission. Mr. Muehleck introduced himself and provided a brief background.

**ADJOURNMENT:** The meeting adjourned at 4:18 by unanimous voice vote; motioned by Mr. Balmer and seconded by Ms. Headean.

Respectfully submitted,  
Katie Simpson,  
Secretary.

20912629

CITY OF BLOOMINGTON  
PUBLIC HEARING NOTICE

Public Notice is hereby given that the Bloomington Planning Commission will hold a public hearing on Wednesday, October 25, 2017 at 4:00 p.m. in the City Council Chambers, City Hall, 109 E. Olive St., Bloomington, IL.

The Petition filed by: ROB Development, Inc., requesting approval of Reinstatement of Empire Business Park Subdivision Preliminary Plan, for property commonly located at IL Rt 9 and Airport Rd., consisting of approximately 34.90 acres, more or less.

Legal Description:

All that part of 355.15 Acres off the West Side of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, Mclean County, Illinois, per "Survey of 355.15 Acres off the West Side of Section 31" as shown in Plat Book 12, page 120, in the Mclean County Recorder's Office, lying south of and adjacent to the South Line of Cornelius Drive, east of and adjacent to the East Line of Airport Road, north of and adjacent to the North Line of Illinois Route 9 and west of and adjacent to the

**Public Notices**

West Line of Trinity Lane, all in the City of Bloomington, Illinois.

This property contains 34.90 acres, more or less.

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 L. Lawson, CMC  
City Clerk

Published in the Pantagraph:  
October 9, 2017



Department of Community Development  
115 E Washington St, Ste 201  
Bloomington IL 61701

October 12, 2017

Dear Property Owner or Resident:

The Planning Commission of the City of Bloomington, Illinois, will hold a public hearing on Wednesday, October 25, 2017 at 4:00 p.m. in the City Hall Council Chambers, 109 E. Olive St., Bloomington, Illinois, to hear testimony on a petition submitted by FOB Development, Inc. requesting approval for the **reinstatement** of "Empire Business Park Preliminary Plan" for the property, approximately 34.90 acres, located at the corner of Empire St and Airport Rd in Bloomington, IL. This preliminary plan was originally approved in 2009, and because of inaction was expired.

The preliminary plan is a conceptual layout for lots, utilities, streets, etc. required prior to for the subdivision of land. The petitioner or his/her Counsel/Agent must attend the meeting.

The subject property is legally described as follows:

ALL THAT PART OF 355.15 ACRES OFF THE WEST SIDE OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, PER "SURVEY OF 355.15 ACRES OFF THE WEST SIDE OF SECTION 31" AS SHOWN IN PLAT BOOK 12, PAGE 120, IN THE MCLEAN COUNTY RECORDERS'S OFFICE, LYING SOUTH OF AND ADJACENT TO THE SOUTH LINE OF CORNELIUS DRIVE, EAST OF AND ADJACENT TO THE EAST LINE OF AIRPORT ROAD, NORTH OF AND ADJACENT TO THE NORTH LINE OF ILLINOIS ROUTE 9 AND WEST OF AND ADJACENT TO THE WEST LINE OF TRINTIY LANE, ALL IN THE CITY OF BLOOMINGTON, ILLINOIS.

You are receiving this courtesy notification since you own property within a 500 foot radius of the land described above (refer to attached map). All interested persons may present their views upon matters pertaining to the Empire Business Park Subdivision Preliminary Plan during the public hearing. Communications in writing in relation thereto may be filed with the Department of Community Development, or at such 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.

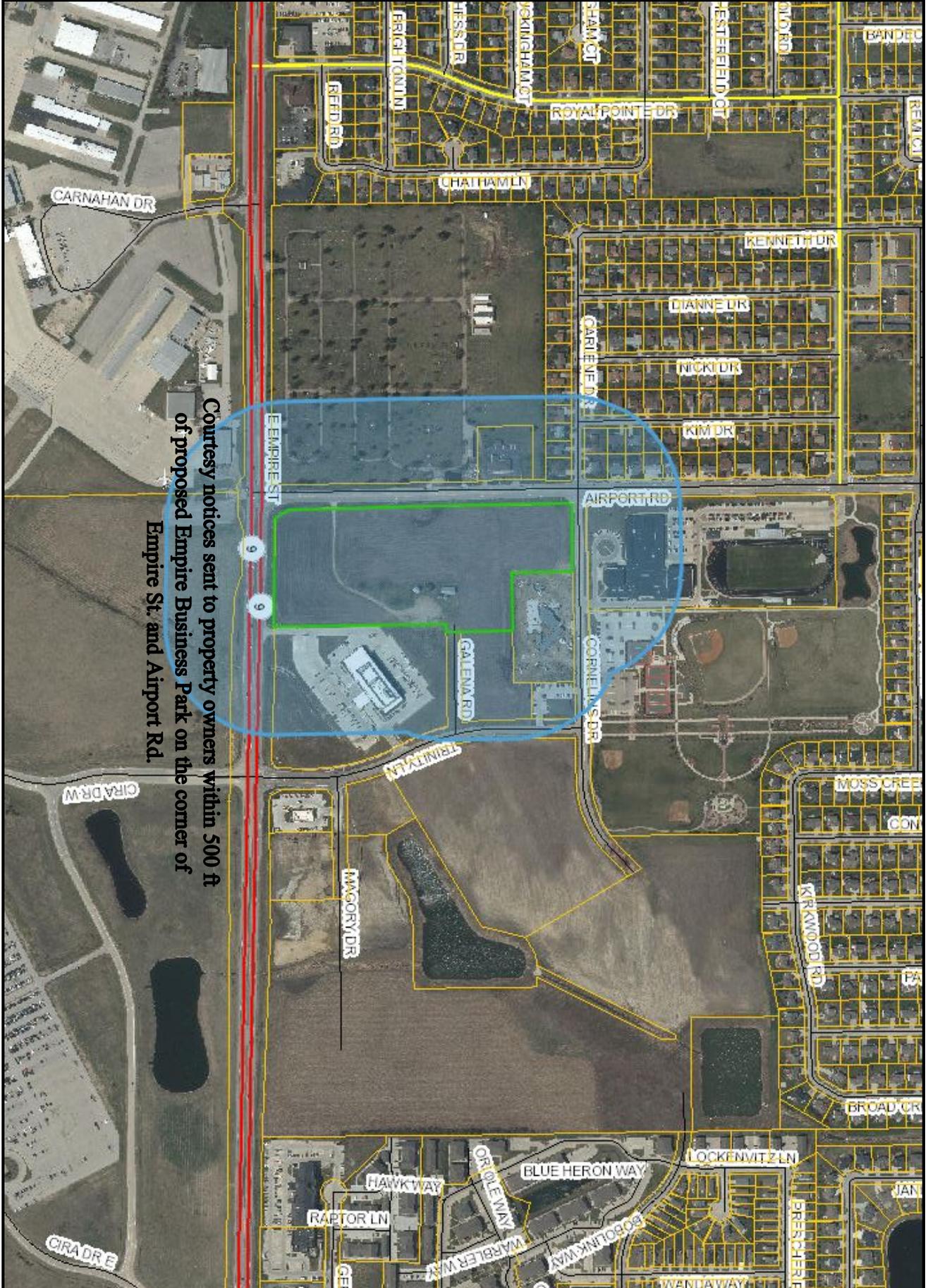
Please note that cases are sometimes continued or postponed for various reasons (i.e. lack of quorum, additional time needed, etc.). The date and circumstance of the continued or postponed hearing will be announced at the regularly scheduled meeting.

The 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 desire more information regarding the proposed petition or have any questions you may email me at [irivera@cityblm.org](mailto:irivera@cityblm.org) or call me at (309) 434-2226.

Sincerely,

Izzy Rivera  
Assistant City Planner

Public Hearing on October 25, 2017 for Empire Business Park Preliminary Plan



Courtesy notices sent to property owners within 500 ft  
 of proposed Empire Business Park on the corner of  
 Empire St. and Airport Rd.

TYLER VANWYNSBERG  
1210 AIRPORT RD  
BLOOMINGTON, IL. 61704

ERIC MEEKER  
1204 Kim Dr  
BLOOMINGTON, IL. 61704

FAMILY TRUST WEHMEYER  
1204 AIRPORT RD.  
BLOOMINGTON, IL. 61704

KATHRYN GAINES  
1208 AIRPORT ROAD  
BLOOMINGTON, IL. 61704

RON & VIVIAN MORRIS  
3017 CARLENE DR  
BLOOMINGTON, IL. 61704

JAMES CLICK  
1203 KIM DR  
BLOOMINGTON, IL. 61704

GEORGE SCOTT  
3019 CARLENE DR  
BLOOMINGTON, IL. 61704

BLOOMINGTON-NORMAL AIRPORT  
AUTHORITY  
3201 CIRA DR STE 200  
BLOOMINGTON, IL. 61704

ATTN ACCOUNTING DEPARTMENT  
BROMENN HEALTHCARE HOSPITAL  
1304 FRANKLIN AVE  
NORMAL, IL. 61761

MORINE II LLC  
15716 E 550 NORTH RD  
HEYWORTH, IL 61745

DANIEL KUGLICH  
1206 KIM DR  
BLOOMINGTON, IL. 61704

RONALD MCCROSKEY  
1205 KIM DR  
BLOOMINGTON, IL. 61704

MORGAN E & ROBIN L VANDERMAY  
3011 CARLENE DR  
BLOOMINGTON, IL. 61704

CHRISTOPHER & LEA ANN GOLICK  
1207 KIM DR  
BLOOMINGTON, IL. 61704

EASTLAWN MEMORIAL PARK  
PO BOX 130548  
HOUSTON, TX. 77219

THOMAS & BARBARA BUNCH  
3016 CARLENE DR  
BLOOMINGTON, IL. 61704

BLOOMINGTON-NORMAL AIRPORT  
AUTHORITY  
3201 CIRA DR STE 200  
BLOOMINGTON, IL. 61704

PDMC  
9 BURGUNDY CT  
BLOOMINGTON, IL. 61704

SOY AG SERVICES DENEEN BROTHERS  
FARMS  
6 HEARTLAND DR STE A  
BLOOMINGTON, IL. 61704

DANIEL AND JULIE PATTEN  
1202 KIM DR  
BLOOMINGTON, IL. 61704

DOUGLAS & DANA SUTTON  
1209 KIM DR  
BLOOMINGTON, IL. 61704

CHARLES BATES  
3013 CARLENE DR  
BLOOMINGTON, IL. 61704

MICHAEL WALTERSDORF  
1206 AIRPORT RD  
BLOOMINGTON, IL. 61704

JANIS K & DANIEL WISSMILLER STEINER  
3014 CARLENE DR  
BLOOMINGTON, IL. 61704

THOMAS A & JUDY JEAN REITER  
3015 CARLENE DR  
BLOOMINGTON, IL. 61704

CENTRAL CATHOLIC HIGH SCHOOL  
1201 AIRPORT RD  
BLOOMINGTON, IL. 61704

JFT PROPERTIESLLC  
15 BROMPTON CT  
BLOOMINGTON, IL. 61704



## CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of adopting an Ordinance approving a petition from F.O.B. Development Inc. for a final plat Empire Business Park Eighth Addition, located east of Airport Road, south of Cornelius Drive, and north of Empire Street.

**RECOMMENDATION/MOTION:** That the Ordinance be passed approving the final plat for Empire Business Park Eighth Addition subject to the petitioner paying the required tap-on fees and that the Mayor and City Clerk be authorized to sign the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** a. Retention and growth of current local businesses

**BACKGROUND:**

The subject final plat consists of one lot located east of Airport Road and south of Cornelius Drive. The zoning in this area is B-1 and B-2.

The proposed final plat is in preparation for a medical facility to be placed at the corner of Airport Road and Cornelius Drive.

The final plat is in compliance with the preliminary plan.

The final plat complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and City staff has no objections to the plan. There are tap on fees due for this subdivision.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** F.O.B. Development, Inc.

**FINANCIAL IMPACT:** All survey and plat costs were paid by F.O.B. Development, Inc. Tap-on fees will be required to be paid.

**COMMUNITY DEVELOPMENT IMPACT:**

ED-1.1 Focus on retention and expansion of existing businesses

ED-4.2 Prioritize infill and redevelopment to spur growth and reinvestment in the City.

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

Respectfully submitted for Council consideration.

Prepared by: Anthony J. Meizelis, P.E., Civil Engineer I

Reviewed by: Jim Karch, P.E., CFM – Director of Public Works

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Community Development review by: Katie Simpson, City Planner

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- PW 5B Attachment - Petition
- PW 5C Attachment –Ordinance
- PW 5D Attachment – Exhibit A: Legal Description
- PW 5E Attachment – School District Certificate
- PW 5F Attachment - County Clerk’s Certificate
- PW 5G Attachment - Owner’s Certificate
- PW 5H Attachment - Drainage Statement
- PW 5I Attachment - Final Plat Checklist
- PW 5J Attachment - Council Map and Final Plat
- PW 5K Attachment - Tap-on and Bonding Memo



**ORDINANCE NO. 2017 - \_\_\_\_\_**

**AN ORDINANCE APPROVING THE FINAL PLAT OF EMPIRE BUSINESS PARK EIGHTH ADDITION**

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

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended: none; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code.

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** That the Final Plat of the Empire Business Park Eighth Addition and any and all requested exemptions and/or variations be, and the same is hereby approved.

**SECTION 3.** This ordinance shall be in full force and effective as of the date of its passage and approval.

PASSED THIS 13<sup>th</sup> DAY OF NOVEMBER 2017.

APPROVED THIS \_\_ DAY OF NOVEMBER 2017.

**CITY OF BLOOMINGTON**

**ATTEST**

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk

**APPROVED AS TO FORM**

\_\_\_\_\_  
Jeffrey R. Jurgens, Corporate Counsel

Exhibit A

A Part of the Southwest Quarter of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, in the City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the Northwest Corner of Lot 7 in Empire Business Park Fourth Addition to the City of Bloomington, Illinois, according to the plat thereof recorded July 19, 2013 as Document No. 2013-18632 in the McLean County Recorder's Office, McLean County, Illinois. From said Point of Beginning, thence west 285.51 feet along the South Line of Cornelius Road as dedicated in Central Catholic/McGraw Park Subdivision in the City of Bloomington, Illinois, per Ordinance No. 2002-90 approved by the Bloomington City Council to the Northeast Corner of a tract of land conveyed to the City of Bloomington for the East Portion of Airport Road according to Trustees Deed Document No 2003-40630; thence southwest 64.37 feet along the Easterly Line of said tract of land which forms an angle to the right of  $148^{\circ}-32'-19''$  with the last described course; thence south 248.28 feet along said Easterly Line which forms an angle to the right of  $120^{\circ}-46'-26''$  with the last described course to the Westerly Extension of the South Line of said Lot 7; thence east 337.44 feet along said Westerly Extension which forms an angle to the right of  $90^{\circ}-41'-15''$  with the last described course to the Southwest Corner of said Lot 7; thence north 281.86 feet along the West Line of said Lot 7 which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to the Point of Beginning.

SCHOOL DISTRICT CERTIFICATE

This is to certify that I John Dawson, as Owner/Developer of the property herein described in the Surveyor's Certificate, which will be known as Empire Business Park Eighth Addition, to the best of my knowledge, is located within the boundaries of Community Unit School District # 5 in McLean County, Illinois.

Dated this 13 day of October, 2017.

  
\_\_\_\_\_  
Owner/Developer



OWNER'S CERTIFICATE

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MCLEAN )

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, herby certify that we are the Owners of all premises embodied in the attached Plat of Empire Business Park Eighth Addition to the City of Bloomington, McLean County, Illinois, and that we have caused said Plat to be made and that it is a true and correct plat of "Empire Business Park Eighth Addition" to the City of Bloomington, McLean County, Illinois, as laid off in lots and streets by Brent Bazan, Registered Illinois Land Surveyor Number 3715; and we, the undersigned, herby dedicate and set apart to the City of Bloomington for general utility purposes, and further dedicate the public use areas as shown on said Plat\*.

IN WITNESS WHEREOF, we have hereunto set our hands and our seal this 13<sup>th</sup> day of Oct, 2017.

John Deason  
Seal

\*where dedication is required under Section 3.5

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF MCLEAN )

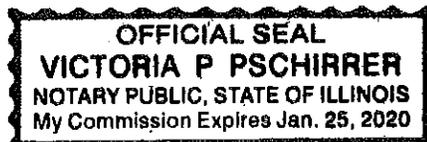
I, Victoria P. Pschirrer, a Notary Public in and for the County and State aforesaid, do hereby certify that John Deason, personally known to be the same person whose name is subscribed to the foregoing Owner's statement, appeared before me this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this October day of 13, 2017.

Victoria P. Pschirrer  
Notary Public

(Seal)

My commission expires Jan. 25, 2020



DRAINAGE STATEMENT

I, Jeffrey M. Gastel, Registered Professional Engineer, and F.O.B. Development Inc., being the owner of the premises heretofore platted by Brent A. Bazan, Illinois Professional Land Surveyor No. 3715, to be and become "Empire Business Park Eighth Addition", in the City of Bloomington, McLean County, Illinois, do hereby state that to the best of their knowledge and belief, the drainage of surface waters will not be changed by the construction of said Subdivision or any part thereof; or that if such surface waters drainage will be changed, reasonable provision has been made for collection and diversion of such surface waters into public areas or drains which the Subdivider has a right to use and that such waters will be planned for in accordance with generally accepted engineering practices so as to reduce the likelihood of damage to the adjoining property because of the construction of the Subdivision.

I further state that no lots are within the Special Flood Hazard Area, as identified by the Federal Emergency Management Agency.



Jeffrey M. Gastel  
Registered Professional Engineer No. 091694

OWNER:

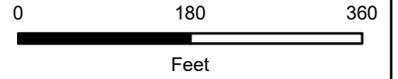
BY: [Signature]



## Empire Business Park Eighth Addition

Date Prepared: 10/30/2017

<b>Shown on Final Plat:</b>		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	TJM
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	N/A?
<b>The following shall be provided:</b>		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	*IN PROGRESS*
	Digital CAD format submittal provided to Public Works	*IN PROGRESS*
	2 Mylar Copies	
	12 Paper Copies	
<b>The following requirements shall be met:</b>		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	TJM
	Retains the design characteristics of approved public improvement engineering plans and specifications.	TJM
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	N/A



Empire Business Park  
Eighth Addition



**MEMORANDUM**

DATE: October 30, 2017  
TO: Cherry Lawson, City Clerk  
FROM: Anthony J. Meizelis, P.E.  
RE: **Empire Business Park Subdivision, Eighth Addition**  
Performance Guarantees and Tap-On Fees

The following are the Performance Guarantee and Tap On fees required from the developer before releasing for recording the final plat: **Empire Business Park Subdivision, Eighth Addition**. The final plat will be considered for approval by the City Council at the November 13, 2017 meeting.

**A. Performance Guarantee:**

- Since the public improvements for this addition have already been installed and are accounted for in the bonding for the original subdivision, no addition bonding is needed for this addition.
- Any bonds currently in effect for Empire Business Park should remain in effect.

**B: Tap-On Fees:**

The following tap-on fees are due per the July 14, 1998 Annexation Agreement with Armstrong Construction, Inc., Ron Rave and Daniel G. Deneen:

Area of Subdivision = **2.173 acres**

Airport Road frontage = **281.86 Feet**

- 1) G.E. Valley Sewer Extension: \$300.00/ac + 6% simple interest from 10/1995\*\* (Used CPI Interest)
- 2) Golden Eagle / Sapphire Sewer: \$325 /ac + 6% simple interest from 04/2005\*\* (Used CPI Interest)
- 3) G.E. Rd. Water Main Extension: \$15.00/lf of G.E. Rd.
- 4) Airport Rd. Water Main Extension: \$15.00/lf of Airport Rd. + 6% simple interest from 09/1976\*\*
- 5) Airport Rd. Pavement, MFT: \$80.00/lf of Airport Rd + 6% simple interest from 08/2005\*\*\*\* (Used CPI Interest)
- 6)
- 7) Stormwater Detention Fee: Per the Preliminary Plan, parcels draining to Airport Road shall provide on-site detention. This parcel is adjacent to Airport road. No detention fee required as the site shall provide code compliant onsite detention.
- 8) Fee in lieu of Park Land: None, no lots zoned residential.

\*\* Interest calculated based on the lower of 6% simple interest or the CPI calculated on the principal using the BLS inflation calculator at ([http://www.bls.gov/data/inflation\\_calculator.htm](http://www.bls.gov/data/inflation_calculator.htm))



		<u><i>Code</i></u>	<u><i>Principal</i></u>	<u><i>Interest</i></u>	<u><i>Total</i></u>
1	G.E. Valley Sewer Extension	51101100-54120	\$651.90	\$394.95	\$1,046.85
2	Golden Eagle/Sapphire Sewer	51101100-54120	\$706.23	\$189.52	\$895.74
3	G.E. Rd. Water Main Extension	50100120-57320	\$0.00	\$0.00	\$0.00
4	Airport Rd. Water Main Extension	50100120-57320	\$2,297.16	\$5,662.50	\$7,959.66
5	Airport Rd. Pavement, MFT	40100100-57320	\$22,548.80	\$5,788.64	\$28,337.44
6	Stormwater Detention	53103100-57320	\$0.00	\$0.00	\$0.00
7	Fee in lieu of Park Land	24104100-57320	\$0.00	\$0.00	\$0.00
<b>TOTAL TAP-ON FEES DUE:</b>					<b>\$38,239.69</b>

**C: Guarantee Substandard Street Improvement:**

This subdivision is adjacent to Airport Road, a street improved with public funds. A tap-on fee for Airport Road is being paid per the Annexation Agreement. There are no other Substandard Street Improvement guarantees required.

cc: Jim Karch, Director of Public Works  
Kevin Kothe, City Engineer  
Chris Tomerlin  
Neil Finlen, Farnsworth Group  
file

# REGULAR AGENDA



## REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of an Amendment to Extend the Professional Management Services of VenuWorks to the Bloomington Center for the Performing Arts

**RECOMMENDATION/MOTION:** That the Amendment to the VenuWorks Agreement for Professional Management Services be approved and the Mayor and City Clerk be authorized to execute the Amendment.

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

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

**BACKGROUND:** On July 1, 2016, the City entered into an Agreement with VenuWorks to manage the Grossinger Motors Arena (formerly the U.S. Cellular Coliseum). Since that time, VenuWorks has provided professional venue management through a team of executives and managers who have provided open transparency for all revenues and expenses, as well as, a safe, clean venue for attendees.

VenuWorks currently provides management, booking, marketing, and administrative oversight for Grossinger Motors Arena in downtown Bloomington. VenuWorks also provides similar services to dozens of venues in seventeen (17) other markets across the United States. That network includes arenas, convention centers, theatres, outdoor amphitheatres, and performing arts centers. The company has extensive resources and tools for programming, operations, security, ticketing, marketing, and food/beverage services. VenuWorks is in a unique position to be able to extend these services to the Bloomington Center for the Performing Arts (BCPA). This plan contains three (3) primary elements for consideration; New Revenue Opportunities, More Entertainment Events, and Synergies & Cost Savings.

### NEW REVENUE OPPORTUNITIES

VenuWorks is experienced in facing challenges unique to performing arts centers and has had great success in raising funds to offset operational deficits.

Under VenuWorks management, the BCPA will experience revenue growth through fundraising, event sponsorships, premium seating & services, food & beverage profitability, and ticket sales & marketing. VenuWorks anticipates a minimal annual profit of \$20,000 for food & beverage sales alone.

## MORE ENTERTAINMENT EVENTS

VenuWorks corporate office works with local Executive Directors and staff members in making booking decisions to get the best possible financial terms and routing. The BCPA fits perfectly into the geographic and seating profile of several similar theatres VenuWorks manages, including but not limited to;

- Rialto Square Theatre in Joliet, IL
- Paramount Theatre in Cedar Rapids, IA
- Victory Theatre in Evansville, IN
- Topeka Performing Arts Center in Topeka, KS
- Adler Theatre in Davenport, IA
- Ames Center in Burnsville, MN
- CY Stephens Auditorium in Ames, IA

This network of similar sized venues allows VenuWorks to coordinate with promoters and agents on routing and booking multiple dates, which in turn provides for discounted pricing and shared advertising resources.

Note, VenuWorks has no intention of changing the BCPA's longstanding show season and format of scheduling far in advance; However, VenuWorks is confident that through bulk purchasing and synchronized routing the BCPA will experience savings by paying less for the same shows. VenuWorks further believes that by opening the door to shorter term bookings (bookings made 2-3months in advance) will bring 8-10 additional shows to the venue each year allowing for additional income opportunities.

## SYNERGIES & COST SAVINGS

Since taking over management of Grossinger Motors Arena, VenuWorks has implemented VenuWorks' standard staffing model. With minimal impact on existing BCPA staff, and small additions to the Arena's existing organizational chart, VenuWorks can achieve cost savings for both venues while maintaining the level of professional service patrons and clients deserve. Under this structure, VenuWorks anticipates a minimal annual savings of \$200,000 in staffing savings alone.

VenuWorks is experienced in this type of cross-utilization of staff through operation of several venues in one market, all while maintaining separate payrolls and expense tracking to be sure resources and expenses are not co-mingled across venues. At the same time, VenuWorks can achieve costs savings through economies of scale. Some examples include:

- Cedar Rapids, IA where VenuWorks manages the U.S. Cellular Center, the Paramount Theatre, the McGrath Amphitheater, and the CR Ice Arena under four (4) separate contracts, each with its' own payroll and financials.
- Kennewick, WA where VenuWorks manages the Toyota Center and Toyota Arena for the City, along with the Three Rivers Conference Center for the Kennewick Public Facilities District.

- Evansville, IN where VenuWorks manages the Ford Center and the Victory Theatre, along with providing concessions services for Metzger Zoo, all with separate financials and payroll.

## FINANCIAL & CONTRACT TERMS PROPOSED

Due to VenuWorks current presence in the market, and an on-going commitment to the City of Bloomington, VenuWorks has offered to manage the BCPA for a flat monthly fee of \$3,000. The proposed term for the BCPA would overlap the existing contract term for VenuWorks current Arena management contract. The City would continue to maintain the right to terminate the agreement as of April 1, 2019 should the City have issue with VenuWorks' management; otherwise, the agreement would naturally expire on June 30, 2021.

As outlined above, VenuWorks is ready to extend professional management services to the BCPA. VenuWorks is confident in the ability to provide operational synergies and cost savings, to book more entertainment events, and to bring new revenues that will reduce the operating deficit.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The final VenuWorks Management Proposal was made publicly available on October 5, 2017 in preparation of VenuWorks presentation to Council during the October 9, 2017 Work Session. The final amendment was made publicly available on November 9, 2017.

**FINANCIAL IMPACT:** If approved this would begin on December 1, 2017. The City would continue to maintain the right to terminate the agreement as of April 1, 2019 should the City have issue with VenuWorks' management; otherwise, the agreement would naturally expire on June 30, 2021. Funds for the remaining 5 months of FY 2018 totaling \$15,000 are available in the BCPA-Other Professional & Technical Services account (10014125-70220-20000). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted General Fund Budget" on page 225. Future year would include budget for these services at \$36,000 annually.

Respectfully submitted for Council consideration.

Prepared by: Lynn Cannon, Exec. Dir. of Grossinger Motors Arena

Reviewed by: Leslie Yocum, Contract Administrator

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Gregory E. Moredock, Sorling Northrup  
Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

- USC 1B AMENDMENT to the VenuWorks Agreement for Professional Management Services
- USC 1C CONTRACT COPY of the VenuWorks Agreement for Professional Management Services
- USC 1D POWERPOINT Presentation

**AMENDMENT TO THE ORIGINAL AGREEMENT  
FOR PROFESSIONAL MANAGEMENT SERVICES**

This amendment (“Amendment”) to the Agreement for Professional Management Services (“Original Agreement”), for Grossinger Motors Arena (Formerly US Cellular Coliseum) is made and entered into as of December 1, 2017, by and between the City of Bloomington, IL (hereafter referred to as “CITY”), and VenuWorks of Bloomington, LLC., an Iowa corporation with offices at 4611 Mortensen Road, Suite 111, Ames IA 50014 (“VENUWORKS”).

**WITNESSETH**

WHEREAS, the City of Bloomington is the Owner of a place of public gathering known as Grossinger Motors Arena, consisting of a multi-purpose arena for sports and entertainment events (hereafter referred to as “Facility”); and

WHEREAS, there exists an agreement between the CITY and VENUWORKS entered into the 1<sup>st</sup> day of July, 2016, THE AGREEMENT FOR PROFESSIONAL MANAGEMENT SERVICES (“Original Agreement”), for management, programming, operations, food/beverage, and marketing services of the Facility; and

WHEREAS, the CITY is also the owner of a historic theatre in downtown Bloomington, known as the Bloomington Center for the Performing Arts (“BCPA”); and

WHEREAS, VENUWORKS is engaged in the business of providing management services, including operations and marketing services for many types of public assembly facilities, including theatres and performing arts centers; and,

WHEREAS, the CITY desires to engage VENUWORKS under this Amendment, and VENUWORKS desires to accept such engagement, to provide management services for BCPA on terms and conditions set forth in the Original Agreement; and,

WHEREAS, the CITY intends to work in mutual accord with VENUWORKS in order to ensure the provision of high quality management services, thereby enhancing the use and enjoyment of BCPA;

NOW, THEREFORE, in consideration of the mutual promises and covenants the Original Agreement is hereby amended and legally bound as follows:

1. All references to “US Cellular Coliseum” shall be changed to “Grossinger Motors Arena” and all references to “Coliseum” shall be changed to “Arena”.

2. In RECITALS, the definition of "Facility" shall be amended to include both the multi-purpose arena and BCPA located at 600 N. East Street in Bloomington, Illinois.

3. In RECITALS, the following paragraph shall be added below the first WHEREAS paragraph as follows:

"WHEREAS, VENUWORKS recognizes that this Agreement, the terms included and the applicable Exhibits shall apply independently to each of the above stated Facilities (Arena and BCPA) and that at no time shall the accounting records or bank accounts of either Facility become co-mingled; and"

4. Article 2, Commencement Date and Term, shall be amended by adding a new sentence which shall read as follows:

"As to the BCPA, the Contract Term shall commence on December 1, 2017 and end on June 30, 2021, subject to cancellation April 1, 2019."

5. Article 3, Management Agreement, shall be amended by adding a new first sentence to Section 3.3.13, Revenues; Bank Accounts and Payment of Operating Expenses, which shall read as follows:

"VENUWORKS shall setup the management of each individual facility (Arena and BCPA) as separate, segregated entities in its accounting records, shall maintain separate bank accounts for each of the entities, and shall allow the City full access to the books and records of each of the entities."

6. Article 3, Management Agreement, shall be amended by adding a new sentence to Section 3.6, Business Plan, which shall read as follows:

"As to the BCPA, VENUWORKS shall submit a complete business plan for fiscal year ending April 20, 2018 within thirty calendar days after the date of this amendment, to be adopted by CITY and followed by VENUWORKS and then after the submission schedule shall follow the above stated language."

7. Article 5, The Management Fees, shall be amended by adding the following language to Section 5.1, Base Management Fees:

"As compensation to VENUWORKS for providing the services herein specified for BCPA, during the Contract Term and any Renewal Term, VENUWORKS shall be entitled to receive a base management fee of \$3,000 per month (\$36,000 annually). Beginning May 1, 2018 and in subsequent years, the monthly base fee shall be subject to a CPI adjustment as described herein."

- 8. Article 5, The Management Fees, shall be amended by adding a new sentence to Section 5.3, Disincentive Fee, which shall read as follows:

“This Section shall only be applicable to the Arena; therefore, the BCPA is purposefully excluded from the Disincentive Fee language.”

- 9. Honoring Existing Usage and Rental Agreements

VENUWORKS shall honor all existing commitments, in the form of pre-existing usage contracts and rental agreements entered into with users of BCPA by previous management, subject to CITY approval.

All other provisions of the Original Agreement remain in effect as stated and shall apply to both the Arena and the BCPA.

IN WITNESS WHEREOF, this Amendment to the Original Agreement has been duly executed by the parties hereto as of the day and year first above written.

**City of Bloomington, IL**

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

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

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

**VenuWorks of Bloomington, LLC**

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

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

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

AGREEMENT FOR  
PROFESSIONAL MANAGEMENT SERVICES

This Agreement is made the 1<sup>st</sup> day of July, 2016, by and between The City of Bloomington, IL, an Illinois municipality, with offices at 109 East Olive Street, Bloomington, IL 61701, hereinafter referred to as "CITY", and VENUWORKS of Bloomington, LLC, with offices at 4611 Mortensen Road, Ames, IA 50014, herein after called "VENUWORKS".

RECITALS

WHEREAS, CITY is the Owner of a place of public gathering currently known as the US Cellular Coliseum, located at 101 S. Madison Street in Bloomington, Illinois, consisting of a multi-purpose arena used for sports and entertainment events, (hereinafter referred to as the "Facility"); and

WHEREAS, VENUWORKS is in the business of providing management, programming, operations, food/beverage and marketing services to similar facilities, and possesses the knowledge and expertise to manage and market the Facility; and

WHEREAS, VENUWORKS is a wholly owned subsidiary of VenuWorks, Inc. ("VWI"), and enjoys the benefits of a services contract with VWI for on-going support, guidance and consultation to be provided to VENUWORKS by VWI in the completion of VENUWORKS' responsibilities as defined herein, and;

WHEREAS, the parties entered into a ninety-day contract for professional services effective March 28<sup>th</sup>, 2016, The Contract for Professional Services, as amended by The First Amendment, dated April 11, 2016, and The Second Amendment, dated April 25, 2016, under which VENUWORKS is currently performing, as an independent contractor for CITY, certain professional services relating to the transition of the management of the Facility to long-term management by VENUWORKS, which Contract and Amendments, and the Scope of Services attached thereto, are hereby incorporated into this Agreement; and,

WHEREAS, CITY is desirous of having VENUWORKS provide said management, programming, operations, food/beverage and marketing services, and VENUWORKS desires to accept such engagement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE ONE  
RETENTION OF VENUWORKS

CITY hereby retains VENUWORKS as an independent contractor, except in those instances where VENUWORKS is designated to serve as an agent for the CITY, for the purpose of performing the services described in this Agreement. Subject to the terms and conditions set forth herein, VENUWORKS agrees to provide these services in accordance with this Agreement, and consistent with policies approved by CITY. VENUWORKS agrees to use its best efforts to maximize revenues from use of the Facility, including, without limitation, marketing and sales and event production and promotion and otherwise managing the Facility in accordance with this Agreement. In providing these services VENUWORKS shall manage the Facility in accordance with sound business practices and industry standards.

The parties to this Agreement acknowledge that the CITY will retain title and ownership of the Facility and that VENUWORKS will not acquire title to, any security interest in, or any rights of any kind in or to the Facility (or any income, receipts, proceeds or revenues there from).

ARTICLE 2  
COMMENCEMENT DATE AND TERM

This Agreement shall be for a term of five (5) years, commencing on July 1, 2016, (the "Commencement Date") and expiring on June 30, 2021. The Agreement may be extended for a five-year renewal period by mutual agreement of the Parties, unless terminated earlier as set forth herein. This Agreement may be terminated, without cause, after three years by the CITY by providing VENUWORKS with notice of such termination by April 1, 2019.

## ARTICLE 3

### MANAGEMENT AGREEMENT

3.1 Provision of Services. During the term and any renewal term of this Agreement, VENUWORKS shall provide the services set forth in this Article 3.

3.2 Grant to VENUWORKS. During the term of this Agreement, CITY grants to VENUWORKS the exclusive right to manage, market, promote, operate and maintain (as set forth in Exhibit A) the Facility, and the exclusive right to provide food and beverage sales, sponsorship sales, and display advertising sales inside and on the exterior of the Facility.

3.3 VENUWORKS' Responsibilities. Beginning on the Commencement Date, and continuing through the term of the Agreement, VENUWORKS shall assume management responsibilities as set forth below. Where VENUWORKS is required to direct or arrange for services or materials, VENUWORKS shall employ all qualified persons performing such services or shall contract with a third party for the performance of such services.

3.3.1 Marketing and Promotion. VENUWORKS shall direct all marketing activities which shall be undertaken pursuant to industry standard so as to maximize the use of the Facility by all persons, including independent promoters and Affiliates of VENUWORKS so as to provide maximum Revenue, as defined in Paragraph 3.3.14 below for the Facility and accessibility for the community to the Facility. VENUWORKS shall be responsible for ensuring that appropriate events are booked at the Facility and that suitable media coverage is obtained and VENUWORKS shall coordinate such efforts with CITY. In furtherance of this Section 3.3.1, VENUWORKS shall develop a marketing plan on an annual basis which shall be reviewed and approved by the City Manager.

3.3.2 Scheduling. VENUWORKS shall develop and maintain schedules for events held at the Facility and scheduling shall be accomplished in accordance with applicable law, and in a manner to maximize the use of the Facility so as to provide maximum Revenue for the Facility and accessibility for the community to the Facility. VENUWORKS shall use an event rental agreement acceptable in form to the City Manager or his or her designee. The parties understand and agree that VENUWORKS shall be empowered to negotiate event agreements as CITY'S agent, subject to the City Manager's reasonable approval. No contract or agreement may extend the term of this Agreement without the written approval of the

City Manager and including terms within such agreement or contract that make it assignable to the CITY upon request by the City Manager. VENUWORKS may deviate from standard rental rates when such negotiation is deemed by both CITY and VENUWORKS to be in the best interests of the Facility. VENUWORKS shall submit detailed revenue and expense projections for each Event at the Facility to the City Manager, or his or her designee, prior to finalizing the Event and shall obtain the written pre-approval of the City Manager for any Event projected to be a loss. Final event settlements shall be linked back to the projections set forth above and any significant deviations shall be explained in narrative form by VENUWORKS.

3.3.3 Food & Beverage / Merchandise. VENUWORKS shall be responsible for providing the food & beverage services at the Facility and shall not assign such responsibility without the prior written approval by resolution of the City Council. The manager for the catering and concessions will be accountable to VENUWORKS' Facility Executive Director (or his/her designee) for meeting service, quality and financial standards (including the submission of financial statements and budgets) set by the City Manager and keeping concession related equipment in good working order. A complete auditing and accounting of food and beverage sales, as well as any merchandise sales, including sales by cash, check and credit card, as well as all expenses associated with the sale or provision of food and beverage or merchandise, shall be made available to the City Manager within ten calendar days after each event is held at the Facility. The term "merchandise" as used in this Agreement shall mean any novelty, music, clothing, jewelry or non-consumable item sold at an event at the Facility. The Facility, and all equipment therein, shall not be used by VENUWORKS to provide food and beverage services or merchandise sales except for events held at the Facility.

3.3.4 Facility Maintenance. VENUWORKS will be responsible for the performance of all facilities maintenance work as set forth in Exhibit A.

3.3.5 Custodial and Cleaning Services. VENUWORKS shall provide or cause to be provided all routine cleaning and janitorial services at the Facility, and keep the Facility clean and in a presentable manner, including an annual deep clean of the Facility.

3.3.6 Pest Control. VENUWORKS shall direct all necessary pest control services, whether performed by VENUWORKS or a pest control service engaged by VENUWORKS.

3.3.7 Snow & Ice Removal. VENUWORKS shall direct all snow and ice removal services on the pathways and sidewalks adjacent to the Facility as identified on Exhibit B.

3.3.8 Trash Removal. VENUWORKS shall direct removal of all trash from the Facility and agrees that it shall not permit any employee, concessionaire or caterer to place refuse outside the buildings on the Facility, except in designated trash containers, the location of which shall be approved by CITY.

3.3.9 Operational Services VENUWORKS shall direct all services required to stage (set up and tear down) the Facility for each event, including but not limited to, services involving the stage area, sound system, lighting system, stage rigging, dressing area, stage equipment, loading in and loading out. VENUWORKS shall hire and manage all management staff, ticket sales personnel, ushers and other personnel required for the operation of the Facility, including but not limited to, ticket taking, novelty sales, program distributions and assistance to patrons generally, including the handicapped.

3.3.10 Ticket Sales. VENUWORKS shall direct all aspects of ticket sales for events and activities including computerized tickets, utilizing its national contract with Ticketmaster (or another vendor that might be selected at some time in the future in compliance with this Agreement) to provide state of the art equipment and software to the at no cost to the CITY. VENUWORKS will also provide total access to Ticketmaster's digital marketing support. Ticket sales services shall include ordering, selling and accounting for tickets, reporting ticket revenues for a given event for each user of the Facility, cash, check, and credit card processing, complete auditing and accounting for each event, and providing an accounting of the event income and expenses within ten calendar days after each event is held. The CITY will receive 100% of the negotiated ticket contract customer convenience fee share as negotiated by VENUWORKS both now and over the life of this contract. CITY will receive 100% of any facility, parking or other fees charged per ticket. VENUWORKS agrees that the use of comp tickets (i.e., the provision of free admission to an event or providing a ticket with no charge, gratis) is discouraged and any such use shall only be done in accordance with industry standards. At the discretion of the City Manager, a memorandum of understanding may be required on the use of comp tickets.

3.3.11 Security. The following provisions on security shall apply:

- (a) VENUWORKS shall arrange for proper security for all events at the Facility and for general security when events are not in progress. Such security may be provided by VENUWORKS or by a third party contractor. Should VENUWORKS decide to hire 'off-duty' police officers from the Bloomington Police Department (BPD), the BPD and VENUWORKS shall mutually agree on the number of officers hired. Upon request to VENUWORKS, CITY shall have the right to review any and all security plans at the Facility.
- (b) VENUWORKS shall also logistically plan for all events including, but not limited to, arranging on-call emergency medical staff, providing resources to attendees waiting in extreme temperatures, etc. VENUWORKS shall review and coordinate crowd management and traffic control with appropriate local authorities.
- (c) VENUWORKS recognizes that the CITY owns all video surveillance systems located within the Facility. VENUWORKS agrees in advance to not withhold or tamper with the CITY'S ability to obtain video footage for security or safety purposes. One of VENUWORKS' main priorities shall be to host safe events.
- (d) VENUWORKS shall defend, hold CITY harmless and indemnify CITY from any claims associated with the provision of such security.

3.3.12 Licenses and Permits. VENUWORKS shall obtain and maintain all licenses and permits necessary for management and operation of the Facility, subject to any and all applicable procedures for the granting of such licenses and permits, except for those related to the operation of the boilers, elevators and fire alarms at the Facility, which will be the responsibility of CITY.

3.3.13 Revenues; Bank Accounts and Payment of Operating Expenses. In addition to the requirements set forth in this Agreement, VENUWORKS and the City Manager shall develop and approve a Financial Operations Manual that shall govern the financial and accounting practices and standards for operation of the Facility. VENUWORKS shall be responsible for the collection, safeguarding and depositing of all Revenues and payments of all Operating Expenses, as defined in Exhibit C, including payment and remittance of applicable taxes, meaning all taxes that are charged and collected by the Facility as required by federal, state and local law (e.g., amusement tax, sales tax, employment taxes, etc.). Any operating

expenditures greater than \$25,000, excluding event expenses, will be subject to City's procurement policy and municipal code. As used herein, "Revenue" is defined as the total amount received by VENUWORKS or any other person or entity operating on VENUWORKS' behalf, directly or indirectly arising out of or connected with and on behalf of the Facility, including without limitation, transactions for cash, check, money order, wire, ach, credit and credit card sales. VENUWORKS, in cooperation with CITY, shall establish two separate commercial bank accounts. These accounts shall be in the name of VENUWORKS and utilize VENUWORKS' federal identification number. Signatories shall include those individuals as deemed appropriate by VENUWORKS and CITY. The names of the commercial accounts shall be the Operating Account and the Box Office Account. Revenues from the sale of tickets to events at the Facility shall be deposited by VENUWORKS into the Box Office Account. After payment from such ticket sales receipts of all event-related expenses, and within three working calendar days after the end of the event, VENUWORKS shall transfer the remaining event ticket sales receipts to the Operating Account.

All other Revenues generated by use of the Facility and collected by VENUWORKS shall be deposited in the Operating Account. VENUWORKS is authorized to make disbursements from the Box Office Account to promoters or performers in any amount due the performer or promoter as per contracts with them, and to pay budgeted Operating Expenses from the Operating Account. From time to time, VENUWORKS may, with CITY written approval by the City Manager, transfer funds from the Box Office Account to the Operating Account to accommodate cash flow needs of the Facility. CITY shall be authorized at any time to obtain information and records from the bank concerning such accounts and to inspect the same. It shall be an Event of Default, as defined in Section 7.5 of this Agreement, entitling CITY to terminate this Agreement, if VENUWORKS withdraws any money from the Operating Account or the Box Office Account except in accordance with this Agreement or fails to deposit all revenues in the proper accounts or misuses public funds as outlined by applicable laws.

3.3.14 Petty Cash and Change Funds: Petty cash and change funds may be utilized in accordance with written procedures agreed to by VENUWORKS and the City Manager. VENUWORKS and CITY agree that any and all petty cash and change funds shall belong to

CITY. These funds will be returned to CITY at the end of the Term of this Agreement.

3.3.15 Cash Discrepancies: VENUWORKS will be responsible for any cash discrepancies resulting from errors made in making change at cash sale points. Net cash overages at one cashier may not be applied to cash shortages at another cashier.

3.3.16 Staffing: VENUWORKS shall be responsible for supervision and direction of all VENUWORKS personnel staffing at the Facility. All Facility staff will be in the employment of VENUWORKS. All reasonable and customary expenses associated with the employment of staff will be considered operating expenses of the Facility. Pre-employment and relocation expenses and severance packages must be pre-approved by the City Manager. The City Manager, and his/her designees, shall have the right to participate in the recruitment, interviewing and hiring of the Executive Director of the Facility, including the creation of a recruiting task force to work with VENUWORKS in the hiring process. The City Manager shall have the right to approve the selection of the Executive Director and Finance Director of the Facility. VENUWORKS shall work in good faith with the City Manager if any issues arise with the personnel of VENUWORKS. The total annual amount of salaries and all staff related benefits paid by CITY shall be made public and available for inspection. VENUWORKS' operating expenses that are considered proprietary shall only be open to public inspection to the same degree as any other vendor or subcontractor providing services to the CITY or as may be ordered by a court or the Public Access Counselor. However, individual salaries and pay rates for VENUWORKS staff shall not be divulged except as may be ordered by a court or the Public Access Counselor and, upon a request for such information, VENUWORKS shall be solely responsible for defending any refusal to release such information. Nothing herein shall prohibit the City Manager from assigning City staff to do work at the Facility.

3.3.17 Additional Duties. VENUWORKS shall also be required to provide, on a timely basis, ad-hoc information, data, and solutions to issues as may be reasonably requested by CITY, together with such other services consistent herewith as CITY may reasonably require.

3.3.18 Use of CITY Equipment, Furniture, and Fixtures. VENUWORKS will use equipment, furniture and fixtures at the Facility in performance of its obligations hereunder. CITY and VENUWORKS will conduct an inventory of Facility equipment, furniture and fixtures to be used by VENUWORKS during this Agreement. Any City-owned equipment, furniture and

fixtures, to include any concession equipment, disposed of by VENUWORKS shall be done in accordance with the Bloomington City Code. All equipment, furniture and fixtures, or other expense greater than \$5,000 or having a useful life of more than one year will be considered a capital asset and will be tracked and accounted for by Governmental Accounting Standards Board (GASB) and subject to the annual inventory.

3.4 Written Powers Reserved to CITY. The City Manager shall have right of prior written approval in connection with the following:

- (a) The Annual Budget, Marketing and Business Plan;
- (b) Any expenditure for personnel or expenses in excess of those specified budget items that would increase the total approved VENUWORKS' budget amount; and
- (c) Any booking of events involving risk of CITY funds.

3.5 Relationship of Parties. VENUWORKS is an independent contractor of CITY and shall not be deemed to be an employee, joint venturer, agent, or partner of CITY except for those matters which are specifically addressed in this Agreement.

3.6 Business Plan. Within thirty calendar days after the date of this Agreement, VENUWORKS shall submit to CITY a complete business plan for the fiscal year ending April 30, 2017 (the "Business Plan") to be adopted by CITY and followed by VENUWORKS. The Business Plan shall be subject to the prior written approval of the City Manager. The Business Plan shall be a marketing plan and a projection of detailed Revenues and Operating Expenses for the fiscal year and shall include an analysis of the basis and assumptions underlying each line item of Revenues and Operating Expenses. VENUWORKS shall submit a Business Plan on an annual basis and shall deliver the same to the City Manager simultaneously with the delivery of the Annual Budget. The Business Plan shall in no way become a performance obligation for either CITY or VENUWORKS but serve as a management blueprint to monitor VENUWORKS' performance.

3.7 Relationship with CITY: VENUWORKS shall provide all of its Management Services in a manner which shall ensure full compliance with all CITY requirements and industry standards, as well as in compliance with all local, state and federal laws and regulations.

3.8 Memoranda of Understandings. The City Manager and VENUWORKS may enter into

Memoranda of Understanding (MOU) to address operational and management issues on the following subjects: (1) Facility parking; (2) utility payments; (3) operations and interactions involving the facility currently known as the Pepsi Ice Center, located at 201 S. Roosevelt in Bloomington; (4) the ability of other City facilities to utilize the VENUWORKS' national ticketing agreement; (5) control, maintenance and operation of the Zambonis or other shared equipment; and (6) operational issues related to the end of VENUWORKS' tenure operating the Facility, including booking events and/or entering into agreement past the date of term of this or future agreements . Additional MOU's may be executed between VENUWORKS and the City Manager to address operational and management issues that do not counter the material terms of this Agreement.

#### ARTICLE 4

#### ANNUAL BUDGET

4.1 Delivery of Budget On a date to be determined by the City Manager each year during the term, VENUWORKS shall submit to the City Manager a proposed annual operating and capital budget for the ensuing year, and if feasible for four future years, detailing all projected Revenues and Operating Expenses by line item, summed by category, and broken down by month, with written explanations and assumptions for each Revenue and Operating Expense line item. The proposed annual operating budget shall include a proposed rent structure for events proposed to take place in the Facility for the ensuing year.

4.2 Review of Budget. The proposed annual operating and capital budget shall be reviewed by the City Manager in accordance with CITY'S budget development schedule. Upon approval by the City Manager, the proposed annual operating and capital budget shall become the final annual budget (the "Annual Budget") for the year. If the City Manager objects to the proposed annual operating and capital budget or any part thereof, VENUWORKS shall be obligated to promptly respond to each such objection and revise the proposed annual budget in connection therewith.

4.3 Revision of Annual Budget. VENUWORKS and the City Manager may revise the Annual Operating and Capital Budget at any time by mutual written agreement. Nothing herein, however, shall limit the City Manager's ability to lower the Annual Budget in the event of an economic downturn or to meet the financial needs of the City.

4.4 Certified Statements. VENUWORKS shall deliver to the City Manager, within twenty calendar days after the end of each calendar month and within forty-five calendar days after the end of each fiscal year, a true and correct statement, certified as true and correct by VENUWORKS' Facility Executive Director, of all Revenues and Operating Expenses of the preceding calendar month and fiscal year, together with any reasonable supporting documentation requested by CITY. The statements shall also include a written explanation by VENUWORKS on any negative budget variances. VENUWORKS shall provide an accounting of each event held at the Facility in said monthly reports for the preceding calendar month. With the exception of artist fees that are considered proprietary information it is acknowledged and agreed said certified statements shall be made public and open for public inspection. The certified statements package will include all detailed reports as described in the VENUWORKS Finance Manual section 14.0 financial statements and listed in Exhibit E of this Agreement.

## ARTICLE 5

### THE MANAGEMENT FEES

5.1 Base Management Fee. For the period beginning with the Commencement Date, and continuing through year one of the Agreement, CITY shall pay VENUWORKS a base management fee of \$9,500 per month (\$114,000 annually). In subsequent years, the base fee amount shall be increased by a percentage equal to the increase in the Consumer Price Index for the previous year. For clarification, the Consumer Price Index shall be defined as the percentage change in the CPI U index for the Midwest urban Size B/C (50,000 to 1,50,000 population) area as published by the US Bureau of Labor Statistics for the preceding 12 months. In no event, however, shall the increase exceed 3% in a given year. Should the CPI U index have a negative growth rate, base management fees will not increase and will remain the same as the prior contract year. Payments for Base Management Fees will be due to VENUWORKS by the 30<sup>th</sup> day of the month in which the management fee is earned and in accordance with Section 6.2.

5.2 Variable Management Fee: CITY shall pay to VENUWORKS a Variable Management Fee, over and above the Base Management Fee, equal to;

- 5% of Gross Food & Beverage (F&B) Sales, less taxes and commissions paid to third party concession providers and non-profit organizations. For clarification, Gross F&B Sales will include all food, concessions, beer, liquor, wine, non-alcoholic beverages, and service

charges and gratuities charged at the arena. Examples of this commission are set forth in Exhibit D. The commissions paid hereunder, and all supporting documentation, shall be subject to audit by City. City will receive the remaining net food & beverage sales guaranteed by VENUWORKS to be a minimum of 40% of gross food & beverage sales after cost of goods sold, meaning cost of supplies, food, condiments and other non-payroll, non-overhead related costs of providing food and beverage concessions.

- 5% of Gross Sales from Contractually Obligated Income (COI) streams secured by VENUWORKS, including Advertising, Sponsorship, Pouring Rights, and Naming Rights Revenues. "Gross Sales" will exclude any expenditure required in exchange for COI or any fulfillment costs. The City Manager shall have the right to review and approve the pricing associated with contracts under this provision. VENUWORKS will not collect a COI commission on existing contracts or on contracts where the previous Facility manager has been paid or is owed a commission, but will collect a commission on other new contracts and renewal contracts secured on or after July 1, 2016. No commission shall be paid on trades, club memberships, suite sales, rentals, or sponsorships secured by third-parties. The commissions paid hereunder, and all supporting documentation, shall be subject to audit by the City.
- In no event shall a dual commission ever be paid.
- Examples of the Variable Management Fee are set forth in Exhibit D.

The Variable Management Fee will be due to VENUWORKS by the 30<sup>th</sup> day of the month following the month in which it was invoiced to City and only after the Revenues were realized. VENUWORKS, as part of the invoicing process, shall also provide documentation supporting the payment of the Variable Management Fee.

5.3 Disincentive Fee: CITY and VENUWORKS will work to establish a mutually agreeable Annual Budget for each fiscal year of the contract term. The first fiscal year will be a "stub-year" beginning on July 1, 2016 and ending on April 30, 2017. The second fiscal year, and all subsequent years will begin on May 1<sup>st</sup> and end on April 30<sup>th</sup>. The proposed annual budget shall be reviewed by CITY in accordance with CITY'S budget development schedule. Upon final approval by CITY, the proposed annual budget shall become the final annual budget (the "Annual Budget") for the year. For the fiscal year beginning May 1, 2017 and all subsequent fiscal years, VENUWORKS will be

subject to a disincentive fee as described herein. Should VENUWORKS fail to meet the budgetary target for a given fiscal year, it shall refund the shortfall up to the amount of the total Variable Management Fee as defined above. For clarification, the budgetary target will be defined as the Net Ordinary Income/Loss prior to debt service, depreciation, amortization, interest expense, and budgeted operating subsidy, meaning funding that is provided to the Facility from a funding source not derived from use of the Facility. If the budgetary target is agreed upon to be a profit of \$100,000 and the actual operating profit is only \$50,000 VENUWORKS will refund to CITY the amount of the budgetary shortfall (\$50,000) or the total of the Variable Management Fees earned for the fiscal year, whichever is less.

5.4 Capital Investment:

- A. The Parties acknowledge that VENUWORKS has made an investment of \$299,999, in the form of an interest free loan to CITY, for the purpose of purchasing food and beverage equipment, and other equipment, furniture and fixtures in the Facility, from the company that previously managed the Facility, consistent with The First Amendment to The Contract for Professional Services of this investment. CITY is obligated to repay VENUWORKS for the equipment purchased, in the amount of \$299,999, over the life of this Agreement in equal monthly installments, as described more fully in Section 5.5 of this Agreement, and to pay the entire remaining unamortized balance in the event VENUWORKS ceases being the management company for the Facility prior to payment in full.
- B. VENUWORKS may, at the CITY'S discretion, make a second capital investment in the form of an interest free loan not to exceed Four Hundred and Fifty Thousand Dollars (\$450,000), for the purchase of equipment, furniture and fixtures for the Facility. Specific items to be purchased with funds from VENUWORKS will be determined to the mutual satisfaction of both VENUWORKS and CITY. Items to be purchased may include, but will not be limited to, equipment for concessions stands and portable food carts, operations-oriented furniture, fixtures, and equipment (FF&E), and other tools and small equipment to improve the functionality and physical appearance of the arena. For the second capital investment, VENUWORKS shall be repaid in a manner similar to the initial capital investment described herein.

5.5 REPAYMENT OF LOAN. CITY will repay VENUWORKS for the actual principal investment amount over the course of the five-year term in sixty equal monthly payments as described below;

5.5.1 The amortized repayment of the combined principal of the two investments shall be an Operating Expense to the Facility as defined in the Annual Budget. However, it will not be counted as an expense to the budgetary target for calculating the VENUWORKS Disincentive Fee as defined above. In the event the management agreement with VENUWORKS is terminated for any reason prior to the end of the initial five-year term, the unpaid amount of the interest free loan shall become due within 30 days and payable to VENUWORKS.

5.5.2 The parties recognize the equipment purchased through the Capital Investment will serve as collateral towards the loan, and the parties will execute a separate promissory note for the principal of the loan which will be an Exhibit to the this Agreement.

5.5.3 If VENUWORKS and CITY renew their contract or negotiate in a separate MOU for a longer time period for repayment, then the outstanding principal can be amortized on a straight line basis over the life of the contract or agreement.

5.6 Title to Equipment. Title of any and all equipment purchased with VENUWORKS' capital investment, described above shall vest solely with VENUWORKS. Upon CITY'S repayment in full of the capital investment, ownership of said equipment will be transferred to the CITY free and clear of any liens or security interests. CITY may likewise file any and all applicable legal documents to protect its interest in the equipment. Beyond its security interest for the equipment loan, VENUWORKS shall not allow any other liens to be placed on the equipment or otherwise allow it to be encumbered. VENUWORKS likewise shall not remove any of the titled equipment from the Facility or any other equipment, furniture and fixtures without the written approval of the City Manager.

## ARTICLE 6

## PAYMENT OF MANAGEMENT FEES AND OPERATING EXPENSES

6.1 Deposit of Funds. The City Manager or designee will review Facility cash flows on a regular basis and work with VENUWORKS to establish protocols to ensure proper funding based on mutually agreed cash flow projections. VENUWORKS will mitigate cash shortages by timing key COI revenues or other cash flows during summer or slow event months. During the stub year, CITY will establish a cash reserve to accommodate the summer months and legacy contract obligations. VENUWORKS and CITY will work together on all future years to establish appropriate uses of any positive reserve balances. VENUWORKS shall not be required to, and shall not, pay for or advance any of its own funds to pay for any Operating Expenses.

6.2 Management Fees. VENUWORKS will invoice the Facility directly for management fees payable with respect to the current calendar month and Facility will pay VENUWORKS invoice within thirty calendar days.

6.3 Insufficient Funds. Cash shortfalls will be known well in advance through VENUWORKS' detailed projections and will be monitored and discussed monthly. Budgeted cash short falls will be funded in comparison to actuals after each monthly review. Cash shortfalls created by unforeseen circumstances will be discussed with the City Manager or designee in a timely manner and will be funded through a City Budget amendment if reserve balances are depleted.

6.4 Monthly Meetings. Representatives of VENUWORKS' on-site management and the City Manager or designee shall meet at least once each month to review revenues and operating expenses for the prior calendar month, the certified monthly reports package and discuss cash flows through year end. VENUWORKS corporate representatives shall be available to meet with the City Manager as requested, but no less than semi-annually to monitor performance and discuss operations.

ARTICLE 7  
GENERAL TERMS AND CONDITIONS

7.1 Representation of CITY. CITY hereby represents and warrants to VENUWORKS, as an inducement to VENUWORKS entering into this Agreement; (1) that it is CITY'S intent that the Facility will be permitted to be open to the paying public on a daily basis in a manner consistent with industry practices, and (2) that CITY possesses the resources and financial capabilities to ensure the on-going financial support of the Facility operation.

7.2 Representation of VENUWORKS. VENUWORKS hereby represents and warrants to CITY on its own behalf and on behalf of its shareholders, officers, directors and employees, that VENUWORKS is fully capable of providing services as outlined in this Agreement.

7.3 Standard of Operation. VENUWORKS represents and warrants to CITY that it shall maintain an efficient and high quality operation at the Facility comparable to other similar facilities and containing facilities similar to those of the Facility.

7.4 Accounting Records, Reports and Practices.

7.4.1 Maintain Records. VENUWORKS shall maintain accounting records relating to the Facility using accounting practices in accordance with generally accepted accounting principles consistently applied and the State of Illinois records retention statutes.

7.4.2 Internal Financial Controls. VENUWORKS shall establish internal financial control policies and practices which are in accordance with generally accepted standards in the industry and reasonably acceptable to CITY. The validity of internal controls will be tested each year as part of the annual financial statement audit. Audit comments, recommendations, and feedback will be incorporated into VENUWORKS' procedures and practices involving the Facility.

7.4.3 CITY Access. CITY shall have unlimited access to all accounting records and supporting documentation of VENUWORKS relating to the Facility during the term and any renewal term of this Agreement and for a period of three (3) years thereafter. Such right to access shall be exercised in a reasonable manner.

7.4.4. Audit. CITY has the right to hire a third-party CPA firm to perform the annual financial statement audit, contract compliance audits, as well as any audit of related

accounts, funds, or commissions paid under this Agreement. The Facility shall be responsible for the costs of any such audits; however, VENUWORKS shall be responsible for the costs of any audits or investigations that discovers an accounting error that exceeds 5% of the total revenues.

7.4.5 Transparency / FOIA Requests. VENUWORKS shall provide an Event Report that reports on event gross revenues, including concession sales, merchandise sales, and ticket sales for each event at the Facility. Such reports shall be public and available no later than 10 calendar days after the event. VENUWORKS shall also provide a report to the City Manager, or his or her designee, within three (3) calendar days of the event that provides a preliminary report on the gross revenues and expenses. Although this report is preliminary, VENUWORKS acknowledges and agrees this report may be made publicly available, although artist fees which are proprietary shall be redacted. In the event that CITY is served with a FOIA request, discovery request in litigation, or subpoena requesting information related to management of the Facility, CITY shall give timely notice to VENUWORKS as soon as possible and within the time parameters required for response. Upon receiving notice, VENUWORKS shall provide all responsive information to CITY, and the CITY'S FOIA officer shall, in his/her sole discretion, determine what information, if any, shall be disclosed, except for salary information as set forth in Section 3.3.16. In the event VENUWORKS receives a FOIA request, VENUWORKS shall immediately contact CITY and provide such request to CITY forthwith. VENUWORKS shall indemnify, defend, and hold harmless CITY for VENUWORKS' failure to provide the required documents. Nothing herein shall contemplate or require VENUWORKS to publicly release its private confidential and proprietary corporate information that does not relate to the management of the Facility.

7.4.6. Guest Satisfaction. VENUWORKS shall track guest satisfaction at the Facility in a manner agreed to by the City Manager. VENUWORKS acknowledges that guest satisfaction is key to running a successful venue and agrees to address any deficiencies in service that arise.

7.5 Default, Right to Cure. It shall be an event of default ("Event of Default") hereunder if either party hereto:

(i) fails to pay or deposit sums due by one party to the other within seven calendar days after written notice by the other of such failure, or (ii) fails to perform or comply with any other obligation of such party hereunder within thirty calendar days after written notice by the other of such failure (which notice shall specify, in sufficient detail, the specific circumstances so as to give the defaulting party adequate notice and the opportunity to

cure the same); provided however, that if the default is of a nature that it cannot be cured within thirty calendar days, then the defaulting party shall not be deemed in default hereunder if it commences to cure the default within ten calendar days after the effective date of the notice of such default and diligently proceeds to cure such default within ninety calendar days after the effective date of notice.

7.6 Jurisdiction. The parties submit to the jurisdiction of the state courts of the State of Illinois sitting in McLean County with respect to any claim or proceeding arising out of or related to this Agreement.

7.7 Insurance.

7.7.1 Employment Matters. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, re-employment, workers' compensation or other employment taxes or contributions of insurance, all of which shall be considered operating expenses of the Facility, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, re-employment insurance and workers' compensation. VENUWORKS shall defend, indemnify and hold harmless CITY from all costs, expenses, claims or damages resulting from any failure of VENUWORKS to comply with this Section.

7.7.2 Insurance Requirements:

7.7.2.1 Workers Compensation Insurance: VENUWORKS shall purchase and maintain during this Agreement, workers' compensation insurance in accordance with Illinois statutory requirements and employers liability insurance with limits of not less than \$500,000 per accident and per employee for bodily injury.

7.7.2.2 General Liability Insurance: VENUWORKS shall purchase and maintain during this Agreement, commercial general liability insurance including liquor liability insurance on a per occurrence basis with limits of liability not less than \$3,000,000 per occurrence / \$5,000,000 in aggregate for Bodily Injury, Personal Injury, and Property Damage. Policy coverage shall include Premises and Operations, Products and Completed Operations, less inclusive and no more restrictive than the coverage provided by a standard Commercial General Liability Policy form (ISO CG 00 01 96) with standard Bodily Injury and Property Damage exclusions, and standard Personal and Advertising Injury exclusions. Any additional exclusion shall be clearly identified on the

Certificate of Insurance and shall be subject to the approval of CITY and VENUWORKS. The insurance required by this contract shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Illinois and currently rated "A" or better by the A.M. Best Company.

7.7.2.3 Automobile Liability Insurance: VENUWORKS shall purchase and maintain during this Agreement, automobile liability insurance on a per occurrence basis with a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include any owned, all hired and non-owned motor vehicles used in the performance of this contract by VENUWORKS or its employees. The insurance required by this contract shall be written on non-assessable insurance companies licensed to do business as an admitted carrier in the State of Illinois and currently rated "A" or better by the A.M. Best Company.

7.7.2.4 Umbrella and Excess Liability Insurance: VENUWORKS shall purchase and maintain during this Agreement an umbrella and excess insurance policy on a per occurrence basis with limits of liability of not less than \$5,000,000 per occurrence / \$5,000,000 in aggregate. Any umbrella and excess insurance shall be written on a per occurrence basis on a pay on behalf form providing the same coverage and endorsements required of the primary policies.

7.7.2.5 Property Insurance: CITY will maintain property insurance coverage on the Facility itself. VENUWORKS shall assume all risks for loss of or damage to its own property at the Facility and VENUWORKS may maintain such insurance, at its sole expense, as it deems necessary to protect its own property.

7.7.2.6 Subcontractors: VENUWORKS shall require all its subcontractors who perform work and / or services under this Agreement to meet appropriate insurance requirements as reasonably required by CITY

7.7.2.7 Deductibles and Self-Insured Retention: Any policy deductible or self-insured retention must be declared on the Certificate of Insurance and shall be subject to the approval of CITY.

7.7.2.8 Reserved:

7.7.2.9 Proof of Insurance: VENUWORKS shall furnish CITY with Certificates of Insurance and a copy of the policies if requested by CITY. The name of the project or contract shall be listed on the certificates of insurance along with any deductible or self-insured retention.

Before commencing any performance under this Contract, VENUWORKS shall deliver all the Certificates of Insurance to CITY certifying that the policies stipulated above are in full force and effect. All insurance shall remain in effect during the life of the contract.

7.7.3 Insurance Cancellation or Material Change Notice: The certificates of insurance shall state that the insurance company will provide thirty calendar days written notice prior to cancellations, non-renewal, or material change including reduction of insurance coverage or limits. The notice will be sent to the CITY, via certified mail within thirty calendar days and will notify CITY informally as soon as feasible.

7.7.4 Reserved

7.7.5 Cooperation: Each party agrees to cooperate fully with the other in promptly providing such insurance underwriting and other information as may be necessary or appropriate for obtaining and maintaining the insurance described herein. The parties further agree to cooperate with the insurance companies and agents by responding promptly to their reasonable requests.

7.7.6 Releases: VENUWORKS and CITY expressly waive all rights and claims they may have against the other, their subsidiaries and affiliates for loss or damage arising or resulting from the operation at the Facility caused by fire or other perils, but only to the extent covered by insurance. Each insurance policy procured by VENUWORKS and CITY shall affirmatively state that it will not be invalidated because the insured waived its rights of recovery against any party prior to the occurrence of a loss.

7.7.7 Crime Insurance. During the term of this Agreement, VENUWORKS shall maintain Crime Insurance, with an insurer acceptable to CITY (such acceptance by CITY not to be unreasonably withheld or delayed), providing at least the following coverage in at least the amounts set forth below for each coverage:

- (a) Employee Dishonesty: \$500,000;
- (b) Depositor's Forgery: \$500,000;
- (c) Money & Securities: \$500,000 (each, "Inside" and "Outside")
- (d) Computer Theft: \$500,000;
- (e) Wire Transfer Fraud: \$500,000;

provided, however, that if such coverages are provided on a "blanket" limit basis, a blanket limit of

\$500,000 shall be considered to be sufficient and in compliance with this provision. The policy shall include an endorsement providing that any "employee" of VENUWORKS shall not be deemed to also be an "employee" of CITY for purposes of the coverage afforded under the Employee Dishonesty coverage part.

CITY shall be both a Loss Payee (as its interests may appear) and an Additional Insured under such policy, which policy shall be written to apply to the Crime exposures arising under or in connection with this Agreement, and not to any other unrelated Crime exposures incurred by VENUWORKS or CITY under any other similar agreements or otherwise.

7.7.8 Insurance Cost: Except for the Crime Insurance set forth in Section 7.7.7 which shall be borne directly by VENUWORKS, the cost of providing insurance hereunder shall be an Operating Expense, regardless of which party procures the coverage.

7.7.9 Insurance Terms. Insurance terms not otherwise defined in this Agreement shall be interpreted consistent with insurance industry usage.

7.7.10 Named Insured Parties. Insurance referenced in this Agreement, except Workers Compensation/Employers Liability, shall list both VENUWORKS and CITY as named insureds.

7.8 Hold Harmless. VENUWORKS shall indemnify, defend and save harmless CITY, its officers, directors, employees, trustees, its agents, representatives and any affiliated or related entities, from all liability arising out of the negligent acts or omissions, as well as its willful or wanton conduct of VENUWORKS and its officers, agents, and employees.

7.9 Damage to and Destruction of the Facility. If all or part of the Facility is rendered unusable by damage from fire and other casualty which, in the discretion of CITY, cannot be substantially repaired under applicable laws and governmental regulations within 180 calendar days from the date of such casualty (employing normal construction methods without overtime or other premium), then CITY shall notify VENUWORKS thereof. In such case, either CITY or VENUWORKS may elect to terminate this Agreement by written notice delivered to the other not more than sixty calendar days after receipt by VENUWORKS of CITY'S notice concerning the reconstruction.

7.10 Employees.

7.10.1 Employees of VENUWORKS. All persons engaged at the Facility in operating any of the services hereunder shall be the sole and exclusive employees of VENUWORKS and shall be paid by VENUWORKS, except for those individuals employed or utilized by subcontractors of

VENUWORKS, as provided for in this Agreement, but in no event shall they be deemed an employee of CITY. In connection with the employment of its employees, VENUWORKS shall pay all applicable social security, reemployment insurance, workers' compensation or other employment taxes or contributions to insurance plans, and retirement benefits, and shall comply with all federal and state laws and regulations relating to employment generally, minimum wages, social security, reemployment insurance and worker's compensation, and shall defend, indemnify and save CITY harmless from any responsibility therefore. VENUWORKS shall comply with all applicable laws, ordinances and regulations including, without limitation, those pertaining to human rights and non-discrimination. Notwithstanding any provision of this Agreement to the contrary, this Agreement may be canceled or terminated by CITY for a violation of this paragraph in accordance with Section 7.5 of this Agreement.

7.10.2 Employee Expense. All reasonable and customary costs of employment, as set forth in the Annual Budget, of Facility employees incurred by VENUWORKS shall be an operating expense of the Facility. The parties agree that in no case shall employee commuting expenses or vehicle allowances be considered a reasonable and customary cost of employment or a permissible operating expense. CITY and VENUWORKS will work together to ensure a positive and productive working environment at the Facility.

7.10.3 Employee Standards. VENUWORKS will employ trained and neatly uniformed employees and said employees shall conduct themselves at all times in a proper and respectful manner. Any dismissal shall be in accordance with VENUWORKS' corporate policy and applicable federal, state and local laws which may be in effect and, further, shall be in compliance with applicable union or labor organizational agreements which may be in effect at the time of said dismissal and VENUWORKS shall defend, indemnify and save CITY harmless from any claim, cause of action, expense (including attorneys' fees) lost, cost or damage of any kind or nature arising there from, except in the case of express written direction from CITY.

7.11 Availability of Facility. VENUWORKS agrees that, except as a result of full or partial destruction of the Facility, the Facility will be made available for all events scheduled therein and VENUWORKS agrees to defend, indemnify and save CITY harmless from and against any and all claims, causes of action, expenses (including attorneys' fees) losses, costs and damages arising from the failure of the Facility to be available in the condition necessary for the conduct of such events

for scheduled events due to the negligence or willful misconduct of VENUWORKS, its agents, servants, employees or contractors of any tier, and in such case, VENUWORKS shall pay to CITY the estimated Revenues, less Operating Expenses, for such event within five calendar days after the event was to have taken place.

7.11.1 Use by CITY. Upon reasonable notice to VENUWORKS, CITY shall be entitled to utilize the Facility, without rental cost, provided the event does not displace another already scheduled revenue generating event with a for profit client or promoter. CITY agrees that it will pay “hard” costs associated with its events.

7.12 No Payment by CITY. Notwithstanding anything in this Agreement or exhibits hereto to the contrary, CITY shall not be obligated to reimburse VENUWORKS as Operating Expenses or otherwise for costs and expenses (including attorneys, fees) for litigation which is covered by VENUWORKS' defense and indemnification obligations set forth in this Agreement or other matters considered corporate matters in which VENUWORKS and CITY disagree.

7.13 Termination for Cause. Either party may terminate this Agreement if the other is in default, and has not met the deadlines for curing, or undertaking steps to cure the default, as described in Section 7.5 of this Agreement. In the event of default, the non-defaulting party shall provide the defaulting party within five calendar days of its intention to terminate the Agreement due to the uncured default. In the event of early termination for any reason, CITY shall pay to VENUWORKS all amounts owed as mutually agreed or as by determined by an independent audit through the date of termination.

7.14 Compliance with Laws. VENUWORKS will comply with all federal, state and local ordinances, statutes, rules and regulations as they relate to the operation and maintenance of the Facility. VENUWORKS' failure to comply with such ordinances, statutes, rules and regulations relating to the Facility shall be an Event of Default under this Agreement and shall entitle CITY to terminate this Agreement pursuant to the provisions of Section 7.5 hereof. VENUWORKS agrees that it shall not be entitled to claim litigation costs (including attorneys' fees) as Operating Expenses pursuant to Subparagraph (1) of Exhibit C with regard to its rules and obligation to comply with ordinances, statutes, and regulations as set forth herein.

7.15 Non-waiver. The failure of either party at any time to enforce a provision of this Agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this

Agreement or any part hereof, or the right of such party thereafter to enforce each and every provision hereof.

7.16 Amendment. The parties may amend this Agreement only by written agreement executed by the parties.

7.17 Choice of Law. The laws of the State of Illinois shall govern the rights and obligations of the parties under this Agreement.

7.18 Severability. Any provision of this Agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of this Agreement.

7.19 Notices. Any notice required herein shall be in writing and shall be deemed effective and received (a) upon personal delivery; (b) five calendar days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; or (c) one business day after deposit with a national overnight air courier, fees prepaid, to VENUWORKS or CITY at the following addresses:

If to CITY:	City of Bloomington Attn: City Manager 109 E. Olive Street Bloomington, IL 61701	City of Bloomington Attn: Corporation Counsel 109 E. Olive Street Bloomington, IL 61701
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If to VENUWORKS:	VENUWORKS of Illinois, LLC 4611 Mortensen Road, Suite 111 Ames, IA 50014 Attention: President
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Either party may designate an additional or another representative or address for notices upon giving notice to the other party pursuant to this paragraph. For the purposes of this Agreement, "business day" shall mean a day which is not a Saturday, a Sunday or a legal holiday of the United States of America.

7.20 Representatives. CITY'S representative to VENUWORKS in connection with Facility operations shall be the City Manager or designee, and the VENUWORKS' representative shall be VENUWORKS' on-site Executive Director at the Facility.

7.21 Force Majeure. Neither party shall be obligated to perform hereunder, and neither shall be deemed to be in default, if performance is prevented by fire, earthquake, flood, act of God, riot, civil

commotion or other matter or condition of like nature, including the unavailability of sufficient fuel or energy to operate the Facility, or any law, ordinance, rule, regulation or order of any public or military authority stemming from the existence of economic controls, riot, hostilities, war or governmental law and regulations.

7.22 Labor Dispute. In the event of a labor dispute which results in a strike, picket or boycott affecting the Facility or the services described in this Agreement, VENUWORKS shall not be deemed to be in default or to have breached any part of this Agreement. VENUWORKS is responsible for costs associated with the above labor disputes or others arising from their individual negotiations with applicable unions.

7.23 Integration. This Agreement and all appendices and exhibits hereto embody the entire agreement of the parties relating to the services to be provided hereunder. There are no promises, terms, conditions or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. Exhibits hereby integrated hereto are:

Exhibit A: Maintenance Requirements

Exhibit B: Snow Map

Exhibit C: Operating Expenses

Exhibit D: Commission Examples

Exhibit E: Financial Manual – Section 14.0

7.24 Section Headings. Section headings in this Agreement are for convenience only and shall have no effect on the interpretation of this Agreement.

7.25 Assignment / Subcontracting. VENUWORKS may not assign this Agreement without the express written pre-approval of CITY. The City Manager further reserves the right to approve any subcontracting at the Facility for work required to be performed by VENUWORKS under this Agreement.

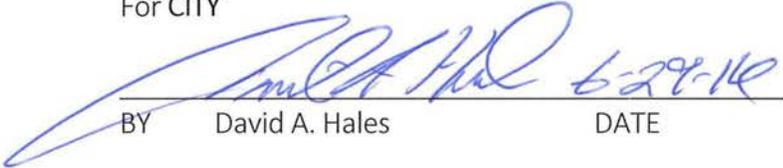
7.26 Non-Compete. As VENUWORKS will be acquiring confidential and proprietary information resulting from management of the Facility, VENUWORKS agrees it shall not manage any other sporting or entertainment venue or arena within a 60-mile radius of the City during its tenure



managing the Facility. The City Council may, however, in its sole discretion, pass a resolution permitting VENUWORKS to manage such a facility upon request.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

For CITY

 6-29-16  
BY David A. Hales DATE

Its City Manager

For VENUWORKS

 7-15-16

By: Steven L. Peters DATE

Its: President



EXHIBIT A  
MAINTENANCE REQUIREMENTS

FACILITY Repairs & Maintenance Process

1. Control of the Facility Capital Budget will be moved to Facilities Management. This funding will only be used for Capital Improvements and maintenance repairs as described herein.
2. Parks Maintenance or VENUWORKS staff discovers a necessary repair.
3. Repairs are classified as Operational or Maintenance as described below and further clarified with the included examples.
4. Operational repairs include custodial, cosmetic, facility enhancements or other work related to operation of the Facility. Operational activities also include keeping office, advertising, sales and related operational equipment and systems in proper operating condition. VENUWORKS is entirely responsible for Operational Repairs. This includes performing the work with VENUWORKS staff, procuring outside contractors in accordance with City Procurement Policies and payment for the work from their operational budgets.
5. Maintenance repairs include structural, HVAC, mechanical or other work related to maintenance of the Facility. Maintenance activities also include keeping structures, Facility building equipment and building infrastructure in proper operating condition. The City is entirely responsible for Maintenance Repairs. This includes performing the work with City staff, procuring outside contractors in accordance with City Procurement Policies and payment for the work from the Facility capital budget.
5. Major repairs are reported to all via email with relevant supporting documentation and a mutual decision regarding the repair classification will be made.
6. Minor repairs do not require reporting to everyone and shall be addressed as soon as possible by the responsible entity.
7. In the event of a dispute, the Assistant City Manager shall have final authority to determine the repair classification for both minor and major repairs.
8. The City will not perform or pay for repairs to any privately owned equipment at the Facility.
9. VENUWORKS shall manage the Operational Budget and Facilities Management shall manage the Maintenance Budget. The City shall maintain control over both budgets.
10. It is anticipated that Maintenance repair costs will be significantly more than Operational repair costs. City staff will endeavor to stay within the current FY budget. However, a significant increase in future maintenance budgets will be needed to properly maintain the FACILITY.
11. Three budgets should be provided for all future maintenance. These include an Operational Budget, a Maintenance Budget and a Capital Budget. The Operational and Maintenance Budgets will apply to work described earlier. The Capital Budget will be used for major unexpected repairs or substantial improvements to the FACILITY. VENUWORKS shall manage the operational budget and Facilities Management shall manage the Maintenance and Capital budgets. The City shall maintain control over all three budgets.

#### TYPICAL OPERATIONAL REPAIR EXAMPLES

1. Office Expenses (Office Supplies, Office Equipment Lease, Purchase or Repairs)
2. Advertising and Sales (New Building Signs related to Sponsors)
3. Custodial Supplies (Cleaning Supplies/Paper Products)
4. Event/Concert Expenses (Caution tape, Badges, Misc. supplies)
5. Hockey Ice Care (Ice Paint, Misc. Hardware, Dasher Parts)
6. Basketball Floor Care (Basketball Floor Maintenance)
7. Football Field Care (Velcro, Turf Repair)
8. Building Supplies (Light Bulbs, Paint)
9. Cleaning, Mopping and all other Janitorial Services
10. Zamboni Repairs (Repairs & propane fuel costs shared with Pepsi Ice Center)
11. Light Bulb Replacement
12. Interior Painting or Remodeling not initiated by the City
13. Concession/Kitchen/Janitorial Equipment Repair and Replacement
14. Labor for Event Changeovers and Maintenance/Repairs/HVAC Controls during an event
15. Dasher Board Repairs and Removal & Installation for events
16. Scoreboard Repairs
17. Bowl Seating Repairs/Replacement
18. Sound Equipment, Stage/Event Lighting
19. Engineering Services for Events or Modifications not initiated by the City

#### TYPICAL MAINTENANCE REPAIR EXAMPLES (City Owned Property & Equipment Only)

1. HVAC Inspection, Cleaning, Maintenance and Repairs
2. Plumbing repairs
3. Mechanical Equipment Repairs (Other than privately Equipment).
4. Electrical Repairs
5. Building Structural Repairs
6. Exterior Building Painting
7. Ice Plant Inspection, Maintenance & Repairs
8. Yearly Inspections and System Monitoring (Fire Alarm, Elevator, RPZ/Backflow)
- 9.

EXHIBIT B  
SNOW MAP

EXHIBIT C  
OPERATING EXPENSES

1. The term "Operating Expenses" shall mean the following and shall be, in all cases, subject to the Annual Budget. Any and all operating expenses charged to the Facility should be expended to obtain the best value, be reasonable and customary and mirror industry standards, as well as adhere to IRS guidelines. Late fees, penalties, fines incurred through VENUWORKS management of Facility funds will be at the cost of VENUWORKS. The term "Operating Expenses" shall not include expenditures related to the corporate governance of VENUWORKS or other expenses not directly related to the operation and management of the Facility. The term "Operating Expenses" shall include:
  - (a) on-the-job payroll cost, including wages, and severance paid to employees, and the cost of paid holidays, vacations, sick leave, employment practices liability insurance, workers' compensation and other employer paid benefits, cost of training, and payroll processing. On-the-job payroll costs should be reasonable and customary mirroring industry standards for employee paid portion of health insurance or other benefits. Benefits, such as payment for commuting and/or vehicle allowances shall not be considered an operating expense or billed to CITY.
  - (b) employer contribution cost, in relation to employees carried on the on-the-job payroll mentioned in the foregoing clause (a), of every nature whatsoever, including but not limited to, social security, reemployment insurance, benefits for medical and hospital care, disability, death, termination, retirement or pensions, or insurance or annuity contracts to provide any of the foregoing, and all payments, other than those referred to in the foregoing clause (a), required under any collective bargaining agreement to which VENUWORKS is a party, or under any state or federal law or any regulations promulgated there under;
  - (c) cost of medical and security examination for employees on the on-the-job payroll;
  - (d) cost of purchasing, renting, maintaining and cleaning uniforms;
  - (e) cost of equipment, materials and supplies, including the cost of installation thereof;
  - (f) cost of insurance (excluding Crime Insurance), permits, licenses and fees (including but not

- limited to liquor licenses and permits from the health department or applicable agency).
- (g) cost of property, business, privilege, sales and all taxes other than taxes collected by the Facility which are required to be remitted to the appropriate agency and shall be considered a liability.
  - (h) cost of marketing, promotions and advertising; cost of travel to industry conferences on behalf of Facility, website domain/hosting fees;
  - (i) cost of necessary outside professional services, upon prior written approval by CITY;
  - (j) cost of commodities, (i.e. food and beverage inventories purchased for resale to the public)
  - (k) cost of utilities, telephone, and internet service, office supplies, and computer software/hardware;
  - (l) litigation expenses or other costs (including attorneys' fees) incurred by VENUWORKS in connection with any proceeding; provided however that CITY shall not be obligated to pay any such fees or costs (including attorneys' fees) unless prior to incurring any legal expense (including attorneys' fees), VENUWORKS consults with CITY, and CITY and VENUWORKS jointly determine the course of action (including payment obligations thereof) to be taken with regard to any claim made against VENUWORKS or CITY (concerning the Facility) or to be made by VENUWORKS or CITY. Provided further that CITY shall not be obligated to pay any such fees or costs incurred with respect to litigation matters that VENUWORKS is solely responsible for under this Agreement.
  - (m) cost of new or replacement equipment and the installation of that equipment as approved by CITY, provided that payment of the Capital Investment described in Section 5.4 of this Agreement shall not be considered an Operating Expense (repayment of the Capital Investment shall be considered an Operating Expense pursuant to Section 5.5.1 of this Agreement);
  - (n) cost of replacements of pots, pans, dishes, linens, uniforms, silverware and glassware necessary for the operation of the Concessions;
  - (o) cost of ordinary maintenance and repair of the Facility and the equipment, Additional Equipment and replacements thereof;
  - (p) cost of ordinary housekeeping of the Facility;
  - (q) costs of travel, lodging related to VENUWORKS corporate staff as required by the CITY or

authorized by the City Manager or designee.

EXHIBIT D  
COMMISSION EXAMPLES

FOOD & BEVERAGE SALES COMMISSION EXAMPLE:

Gross Food & Beverage Concert Event Sales	\$25,000
■ Less: State & Local Sales, & F&B Tax (10.75%)	\$2,688
■ Less: Rotary Club Commission	\$2,000
<i>COMMISSIONABLE FOOD &amp; BEVERAGE SALES:</i>	\$20,312
■ Commission to VenuWorks (5%)	\$1,016
Remaining Food & Beverage Sales to City	\$19,296 (77%)*

\*VenuWorks provides a minimum guarantee of 40%, after costs of goods sold. If costs in the above example were \$5,000, the 40% guarantee would have been \$8,000.

CONTRACT OBLIGATED INCOME COMMISSION EXAMPLE:

Total Advertising Sales for Plumbing Services	\$50,000
■ Less: Fulfillment costs for plumbing services	\$10,000
COMMISSIONABLE ADVERTISING SALES PLUMBING	\$40,000
■ Commission to VenuWorks (5%)	\$2,000
Net Advertising Sales Plumbing to City	\$38,000

EXHIBIT E  
VENUWORKS FINANCIAL MANUAL SECTION 4.0

14.0 FINANCIAL INFORMATION

14.2 Month End Process, Reports and Timeline

14.2.1 Monthly reporting procedures will be detailed to suit the needs of the City Manager. See Document FIN006 for detailed instructions on how to compile the required monthly corporate financial reports. See Document FIN011 for an example "Lead Sheet" which serves as the Profit & Loss for each facility.

14.1.1. All month end reports are due to the corporate office for review and approval on the 15<sup>th</sup> of the month and should include the information described below.

14.1.2. Monthly reports are due to the City on the 20<sup>th</sup> of each month, while the annual report is due within 45 calendar days of the end of the fiscal year.

14.1.3. The monthly package should include the following reports.

- 14.1.3.1. P & L Lead Sheet
- 14.1.3.2. Balance sheet
- 14.1.3.3. A-R Aging
- 14.1.3.4. A-P Aging
- 14.1.3.5. Attendance Report

14.1.4. Updated Year End forecasts are expected monthly, beginning the first month following the end of the first fiscal quarter. These forecasts are included on the Lead Sheet.

14.3. Income Statement (P&L Lead Sheet)

14.3.1. The Income Statement is the report that measures the success of the enterprise's operations for a given period of time. The business and other entities will use the Income Statement to determine profitability and to measure performance against operating benchmarks established for each fiscal year. The facility's Income Statement should be formatted based on the specific requirements of the Contract Administrator. However, a report format approved by the Chief

Financial Officer must be submitted on a monthly basis. The following items are required:

- 14.3.1.1. Current Month Actual
- 14.3.1.2. Previous Year Month Actual
- 14.3.1.3. Current Month Budget
- 14.3.1.4. Current Year-to-Date Actual
- 14.3.1.5. Current Year-to-Date Budget
- 14.3.1.6. Annual Approved Budget
- 14.3.1.7. Year End Forecast

#### 14.4. Monthly Forecasting

- 14.4.1. Prospective financial statements, financial forecasts, and financial projections present, to the best of the responsible party's knowledge expected financial position, operating and cash flow results. They are based on assumptions about conditions actually expected to occur and the course of action expected to be taken, given one or more hypothetical (i.e., "what if") assumptions.

#### 14.5. Balance Sheet

- 14.5.1. The balance sheet provides information about the nature and amounts of investments in enterprise resources, obligations to creditors, and the fund transfer in net resources. The balance sheet provides a basis for (1) computing rates of return, (2) evaluating the capital structure of the enterprise, and (3) assessing its liquidity and financial flexibility. In order to judge enterprise risk, and assess future cash flows, one must determine enterprise liquidity and financial flexibility by analyzing the balance sheet.
- 14.5.2. The facility's balance sheet is classified into three areas:
  - 14.5.2.1. Assets: Generally these are current assets that are expected to be converted into cash, sold, or consumed either within one year or within the operating cycle, whichever is longer.

The operating cycle is the average time between the acquisition of materials and supplies and the realization of cash through sales of the product for which the materials and supplies are acquired.

- 14.5.2.2. Liabilities: These are the obligations that are reasonably expected to be liquidated either through the use of current assets or the creation of other liabilities. (1) Payables resulting from the acquisition of goods and services; accounts payable, accrued payroll, and so on. (2) Collections received in advance for the delivery of goods or performance of services such as unearned rent, unearned signage, and unearned ticket sales.
- 14.5.2.3. Owners Equity: In facility management this item is generally the balance of the funds that are due to your location from a specified entity. In general, the amount of loss or gain that the facility is facing in a given year less the amount of funds transferred in from the Contract Administrator.

#### 14.6. Reconciliations

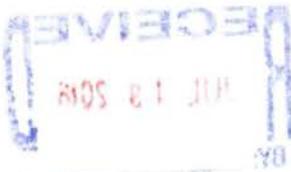
- 14.6.1. Proper classification in all balance sheet accounts is essential to the year-end accounting and audits or internal reviews. These cash accounts should be reconciled each month to ensure proper allocation of expenses and revenues. Such reconciliations should be performed using Quick Books and printed out to file with month-end work papers.
- 14.6.2. When analyzing financial statements, both horizontal and vertical comparisons should be made.
- 14.6.3. Horizontal analysis involves comparison of actual results to prior fiscal periods. Vertical analysis is performed by choosing a significant item on a financial statement (i.e. Sales) as a base value, and comparing all other items to the base figure.

14.7. Event Profit and Loss Statements

14.7.1. Event profit and loss (P&L) statements detail variable and fixed costs associated with the profitability of a specific event. This report is part of the event settlement spreadsheet and should be completed after an event settlement as soon as practically possible. This form details all areas of an event, including concessions and merchandise, as well as revenue and expenses associated with a specific event. (Refer to Event Profit & Loss Statement Procedure FIN014 and Event Profit & Loss Statement Examples FIN015.)

14.8. Yearly Audit Review of Finance Manual

- 14.8.1. On an annual basis, VENUWORKS Corporate Office will conduct a review of the accounting policies and procedures of Facility.
- 14.8.2. All concerns and comments will be communicated to the Business Manager and Executive Director upon completion of the review. A written on-site visit report will be filed with the President and the Vice President of VENUWORKS, Inc within one month of completion of the review, along with any recommendations or concerns. A written response may be required at the discretion of the Chief Financial Officer.



**RECEIVED**  
JUL 19 2016  
BY: Lawson

# VENUWORKS

Management Contract for the Bloomington  
Center for the Performing Arts



- ▶ Food and Beverage Sales Opportunities – both for concessions and catered events
- ▶ Premium Seating and Services
- ▶ Unique Ticket Packages and VIP Opportunities
- ▶ Ticketing and Marketing Opportunities including Ticketmaster's email database (TM Messenger), PCI compliant equipment and software, online and mobile ticket purchasing, ticket and mobile scanning capability

## NEW REVENUES

- ▶ Reduced Full-Time payroll expenses by sharing certain roles in both the BCPA and Arena
- ▶ Reduced contract expenses for ticketing using the VenuWorks Corporate Ticketmaster Agreement – initial savings of \$2,500 annual license fee, \$4,000 support fee and no initial equipment and set up charge (\$35,000 from Choice Ticketing)
- ▶ Booking advantages using the VenuWorks network of theatres providing the opportunity to get the best financial terms and routing

COST EFFECTIVENESS

- ▶ Steve Peters, VenuWorks President owns and operates VenuWorks Theatricals
- ▶ VenuWorks National Contract with Live Nation, world's premier entertainment promoter
- ▶ Network of theatres throughout the Midwest including several in cities where VenuWorks manages multiple buildings with separate banking accounts, budgets and financials

## EXPERIENCE IN THEATRE OPERATIONS

- ▶ Contract Amendment matches the length of the term of the VenuWorks Arena contract
- ▶ Reduced management fees to VenuWorks of \$3,000 monthly
- ▶ Full financial transparency of accounting software and bank accounts

VENUWORKS OF BLOOMINGTON

A decorative graphic consisting of several parallel white lines of varying lengths, slanted upwards from left to right, located in the bottom right corner of the slide.



## REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of adopting a resolution designating Alderman Diana Hauman as the official voting delegate for the City of Bloomington at the National League of Cities Annual Business Meeting.

**RECOMMENDATION/MOTION:** That the resolution be adopted designating Alderman Diana Hauman as the official voting delegate for the City of Bloomington at the National League of Cities Annual Business Meeting, and authorize the Mayor and City Clerk to execute the necessary document.

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

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

**BACKGROUND:** As a strategic partner for local governments, the mission of the National League of Cities (NLC) is to offer practical solutions to the challenges city leaders face. At the conclusion of the City Summit conference, the Annual Business Meeting will take place on November 18, 2017. The entire NLC membership, including the State Municipal Leagues, will consider changes to NLC's National Municipal Policy (NMP). The NMP is NLC's comprehensive policy platform on federal issues directly affecting or of concern to cities and towns. It serves as the foundation for NLC's federal advocacy efforts on behalf of the nation's cities and towns and is subject to an annual review by the NLC membership during the City Summit.

As a National League of Cities direct member city, the City of Bloomington is entitled to vote at the meeting. To be eligible to cast a city's vote(s), a voting delegate must be officially designated by the city. Therefore, the City of Bloomington, by resolution, officially designates Alderman Diana Hauman as the delegate for the City of Bloomington.

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

**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: Melissa Hon, Assistant to the City Manager

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen  
Interim City Manager

**Attachments:**

- Resolution

RESOLUTION NO. 2017 – \_\_\_\_\_

**A RESOLUTION AUTHORIZING A CITY ELECTED ALDERMAN TO VOTE AS A DESIGNATED DELEGATE AT THE ANNUAL NATIONAL LEAGUE OF CITIES BUSINESS MEETING.**

WHEREAS, the National League of Cities Annual Business Meeting will be held on Saturday, November 18, 2017, at the conclusion of the NLC City Summit in Charlotte, and as a NLC direct member city, is entitled to vote at this meeting based on the population of the 2010 Census the City of Bloomington is entitled to two (2) votes (Population 50,000 to 99,999 = 2 Votes); and

WHEREAS, to be eligible to cast a city's vote(s), a voting delegate and/or alternate(s) must be officially designated by the city, and current membership ; and

WHEREAS, NLC bylaws prohibit voting by proxy.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BLOOMINGTON, ILLINOIS: The City Council of Bloomington, Illinois do hereby designate Alderman Diana Hauman as the delegate to cast votes at the National League of Cities Annual Business Meeting on Saturday, November 18, 2017 on behalf of the Bloomington City Council.

THIS RESOLUTION shall be in full force and effect immediately after its passage and approval.

PASSED this 13<sup>th</sup> day of November 2017.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 201 \_\_\_\_.

CITY OF BLOOMINGTON

ATTEST:

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

\_\_\_\_\_  
Cherry L. Lawson, City Clerk



**REGULAR AGENDA ITEM NO. 8C**

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of Analysis of Proposals and Approval of the FY 2018 CCTV Sewer Inspection Contract, City Bid No. 2018-19 being awarded to Visu-Sewer of Illinois in the amount of \$100,000.

**RECOMMENDATION/MOTION:** That the prices from Visu-Sewer of Illinois be accepted, and the contract be awarded in the amount up to \$100,000.00 and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

**BACKGROUND:** Work proposed within this contract includes CCTV sanitary sewer inspection and heavy and light sewer cleaning in various locations throughout the City. Sewers were selected for televising and cleaning based on information obtained from prior sewer televising work or emergency repairs. Pipes that may impact next year's street resurfacing program were also included. The proposal includes pay items for sewer televising, cleaning, and miscellaneous pay items.

The contract allows 120 calendar days for the work to be completed from the issuance of the Notice to Proceed. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award.

Since 2012, including 2017 contract, the City of Bloomington has awarded CCTV contracts for approximately 45 miles, or 13%, of the 335 miles of combo and sanitary sewers. It is important to be proactive televising with CCTV contracts to determine the condition of the existing sewer system, because of the high cost of sewer point repairs. In addition, to the televising on these contracts the City receives a detailed pipe assessment and rating utilizing a standardized system called the NASSCO Pipeline Assessment Certification Program® (PACP®). If the City can determine the conditions and potential failures in the sewer system before the road fails, there is a good chance that a point repair would not be needed, because the failing pipe could be lined with CIPP. The average point repair can cost up to \$12,000, or more, and the City could line over 500 feet of 8" sewer with the same money.

The Public Works Department's Engineering Division prepared plans and specifications for the FY 2018 CCTV Sewer Inspection and the project was advertised for proposals beginning on October 3 and October 10, 2017. Proposals were received until 1:30 PM Monday, October 24,

2017, in the office of the City Clerk. Three proposals were opened in the City Hall Conference Room. The proposal tabulation is attached.

<b>Visu-Sewer of Illinois (Low Proposal)</b>	<b>\$ 63,900.99</b>
Michels Pipe Services	\$ 145,840.08
Hoerr Construction, Inc.	\$ 65,383.05
Engineer's Estimate	\$ 92,059.50

**BUDGET:**

Sanitary Sewer - Sanitary CCTV Evaluations	\$ 100,000.00
--	---------------

**Amount to be Awarded for FY 2018 CCTV Sewer Inspection - \$ 100,000**

Since the project involves cleaning and televising of sewers throughout the City along with an unknown quantity of "heavy cleaning" lengths, staff recommends awarding a contract for \$100,000. This will allow the City to take advantage of the excellent contract unit prices to add additional CCTV quantities, if advantageous, and make needed heavy cleaning of sewer lines as these areas are discovered. The total quantity of "heavy cleaning" is unknown at this time. Any locations discovered for heavy cleaning will be reviewed and discussed with the selected Contractor to verify the necessity for the heavy cleaning.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This work was advertised in The Pantagraph on October 3 and October 10, 2017, and a pre-bid meeting was held at 1:30 PM on October 10, 2017, in the Public Works Department Conference Room.

**FINANCIAL IMPACT:** Funds are included in the Sanitary Sewer-Architectural & Engineering Services for Capital account (51101100-70051). Stakeholders can locate this item in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 157, 294, 364, 365 and 366.

Respectfully submitted for Council consideration.

Prepared by: Ward F. Snarr, PE, Project Engineer

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read "Steve Rasmussen". The signature is fluid and cursive, with a long horizontal stroke at the end.

Steve Rasmussen  
Interim City Manager

**Attachments:**

- PW 8B: Bid Tabulation,
- PW 8C: Contract Agreement
- PW 8D: Overview Map

CITY OF BLOOMINGTON  
**FY 2018 CCTV SEWER INSPECTION**

PROJECT NO. # 50-18-53007-18-00

CITY BID NO. 2018-19

**Proposal Tabulation**

Proposal Opening Date: 10/24/2017

Proposal Opening Time: 1:30 PM

Prepared By: WFS 10/24/2017

Attended By: Ward Snarr

Carla Murillo

Misty Shafer

Cherry Lawson

Amanda Mohan

ITEM	DESCRIPTION	Budget		Award		Recommended Proposal					
		\$100,000.00	\$100,000.00	<i>Engineer's Estimate</i>		Visu-Sewer of Illinois		Michels Pipe Services		Hoerr Construction, Inc.	
		UNIT	APPROX QTY	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	CCTV Sewer Inspection, 6" TO 12" DIA	LF	3688	\$2.25	\$8,298.00	\$1.88	\$6,933.44	\$2.95	\$10,879.60	\$1.75	\$6,454.00
2	CCTV Sewer Inspection, 13" TO 18" DIA	LF	7653	\$3.00	\$22,959.00	\$2.35	\$17,984.55	\$3.60	\$27,550.80	\$1.75	\$13,392.75
3	CCTV Sewer Inspection, 19" TO 24" DIA	LF	219	\$3.50	\$766.50	\$2.35	\$514.65	\$4.30	\$941.70	\$2.50	\$547.50
4	CCTV Sewer Inspection, 25" TO 36" DIA	LF	3569	\$4.00	\$14,276.00	\$2.35	\$8,387.15	\$7.00	\$24,983.00	\$3.20	\$11,420.80
5	CCTV Sewer Inspection, 37" TO 96" DIA	LF	5992	\$5.00	\$29,960.00	\$2.35	\$14,081.20	\$9.60	\$57,523.20	\$4.00	\$23,968.00
6	Heavy Duty Sewer Cleaning, 6" TO 12" DIA	LF	400	\$2.00	\$800.00	\$2.00	\$800.00	\$4.85	\$1,940.00	\$1.00	\$400.00
7	Heavy Duty Sewer Cleaning, 13" TO 18" DIA	LF	400	\$2.50	\$1,000.00	\$3.00	\$1,200.00	\$4.85	\$1,940.00	\$1.50	\$600.00
8	Heavy Duty Sewer Cleaning, 19" TO 24" DIA	LF	400	\$3.50	\$1,400.00	\$3.00	\$1,200.00	\$5.90	\$2,360.00	\$2.00	\$800.00
9	Heavy Duty Sewer Cleaning, 25" TO 36" DIA	LF	400	\$4.00	\$1,600.00	\$7.00	\$2,800.00	\$5.90	\$2,360.00	\$2.00	\$800.00
10	Traffic Control and Protection	LS	1	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,434.78	\$5,434.78	\$3,000.00	\$3,000.00
11	Mobilization	LS	1	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$9,927.00	\$9,927.00	\$4,000.00	\$4,000.00
					\$92,059.50		\$63,900.99		\$145,840.08		\$65,383.05

## AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_, by and between, **Visu-Sewer of Illinois**, 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 on **October 3, 2017**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2018 CCTV SEWER INSPECTION** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, October 24, 2017**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2018 CCTV SEWER INSPECTION** 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 CCTV SEWER INSPECTION** 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 **\$100,000.00** 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 within **120 calendar days** of issuance of the written NOTICE TO PROCEED.

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)

\_\_\_\_\_





## REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: November 13, 2017

**SUBJECT:** Consideration of Analysis of Bids and Approval of the FY 2018 Sewer Rehabilitation Contract, City Bid No. 2018-20 being awarded to Hoerr Construction, Inc. in the amount of \$550,000.

**RECOMMENDATION/MOTION:** That the unit prices from Hoerr Construction, Inc. for the Base Bid and Alternate Bids A1, B and C be accepted, and a contract awarded in the amount up to \$550,000.00, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure.

**BACKGROUND:** Work proposed within this contract and includes sanitary sewer cured-in-place pipe lining (CIPP), manhole rehabilitation and lining, sewer point repairs in various locations throughout the City. The CIPP sewer lining process involves inverting or pulling a resin saturated tube made of polyester, fiberglass cloth or other materials into an existing pipe and curing the resin with hot water to form a tight-fitting, and corrosion-resistant pipe. The sewers planned for lining range in diameter from 8” to 24”. Sewers were selected for rehabilitation based on information obtained from sewer televising, work orders or emergency repairs, and the Sewer Master Plan. The bid package included a base bid for sewer lining and miscellaneous pay items, two alternate bids (A1 & A2) for manhole lining, an Alternate Bid B – Zia System and an Alternate Bid C – Chemical Grouting. Alternate Bid A1 specified a polymer manhole lining system and Alternate Bid A2 specified the use of a polyurea manhole lining system; contractors could bid one or both or neither of the alternates. All contractors elected to bid on the Alternate A1, polymer lining system, and not Alternate A2. Alternate Bid B specified the use of a Zia System, which is used to monitor the curing temperatures at 1 foot intervals for the entire length of the liner being installed. Lastly, Alternate Bid C specified the use of Chemical Grouting, which is an industry recognized method for filling voids around joints and services without the need for expensive excavations from the surface. The Chemical Grouting will be used as another tool in sewer rehabilitation methods, where the condition of the pipe is structurally sound, but may have gaps in joints or other connections that could cause large voids to occur as the years pass.

The contract allows 150 calendar days for the work to be completed from the issuance of the Notice to Proceed. The selected contractor will be required to provide a Performance Bond and Certificates of Insurance within ten (10) days after receipt of the Notice of Award.

Since 2012, including the 2018 contract, the City of Bloomington has awarded CCTV contracts for approximately 47 miles, or 14%, of the 335 miles of combo and sanitary sewers. It is important to be proactive while televising with CCTV contracts to determine the condition of the existing sewer system, because of the high cost of sewer point repairs. In addition to the televising on these contracts, the City receives a detailed pipe assessment and rating utilizing a standardized system called the NASSCO Pipeline Assessment Certification Program® (PACP®). The sewer rehabilitation contracts prioritize the sewers that require CIPP lining based on when the roads will be resurfaced, PACP assessment, and the location of the sewer under major city routes. If the City can determine the conditions and potential failures in the sewer system before the road fails, there is a good chance that point repairs and road failures would be minimized from lining with a structural CIPP liner. The average point repair can cost up to \$12,000, or more, and the City could line over 500 feet of 8” sewer with the same money. The Sewer Master Plan has recommended spending \$3,250,000 annually to rehabilitate the City’s sewer system along with additional staffing needs (FTEs) of 2.5.

The Public Works Department’s Engineering Division prepared plans and specifications for the FY 2018 Sewer Rehabilitation and the project was advertised for bids beginning on October 3, 2017. Bids were received until 1:30 PM Tuesday, October 24, 2016, in the office of the City Clerk. Six bids were received and opened in the City Hall Conference Room. The bid tabulation is attached.

	<u>(Base Bid + Alt. Bid A1 + Alt. Bid B + Alt. Bid C)</u>
<b>Hoerr Construction, Inc. (Low Bid)</b>	<b>\$ 506,285.70</b>
Insituform Technologies USA, LLC	\$ 530,127.70
Michels Pipe Services	\$ 562,455.64
SAK Construction, LLC	\$ 710,831.70
Visu-Sewer of Illinois, LLC	\$ 606,409.75
Inland Water Pollution Control, Inc.	\$ 641,801.18
 Engineer’s Estimate	 \$ 572,564.00

**Budget**

<u>Sanitary Sewer</u>	<u>Sewer &amp; Manhole Lining Program</u>	<u>\$ 550,000</u>
<b>Total Budget</b>		<b>\$ 550,000</b>
 <b>Total Contract Award</b>		 <b>\$ 550,000</b>

Since the project involves lining of sewers throughout the City along with an unknown number of point repairs which require excavation, staff recommends awarding a contract for \$550,000. This will allow the City to take advantage of the excellent contract unit prices to add additional CIPP quantities if advantageous and make needed sewer point repairs as they are discovered. The number of point repairs is unknown at this time. A few potential locations have been observed from the available CCTV video. These locations as well as others identified by the pre-installation CCTV will be reviewed and discussed with the selected Contractor to determine if a sewer point repair is needed.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** This work was advertised in The Pantagraph on October 3, and October 10, 2017, and a pre-bid meeting was held at 1:30 PM on October 10, 2017, in the Public Works Department Conference Room.

**FINANCIAL IMPACT:** The Sewer Rehabilitation projects are appropriated in the FY 2018 Budget under Sanitary Sewer-Sewer Construction & Improvements account (51101100-72550). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on pages 158, 294, 364, 369-370.

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, Project Engineer

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

Financial & budgetary review by: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Sr. Budget Manager

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen  
Interim City Manager

**Attachments:**

PW 7B: Bid Tabulation

PW 7C: Contract

PW 7D: Overall Plan

PW 7E: Completed Sewer Lining Map



## AGREEMENT

THIS AGREEMENT, Made and entered into this \_\_\_\_\_, by and between, **Hoerr Construction, Inc.**, 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 on **October 3, 2017**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2018 SEWER REHABILITATION** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, October 24, 2017**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2018 SEWER REHABILITATION** 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 **FY2018 SEWER REHABILITATION** 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 **\$550,000.00** 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 within **180 calendar days** of issuance of the written NOTICE TO PROCEED.

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

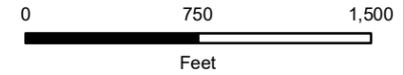
By: \_\_\_\_\_  
City Manager

WITNESS:

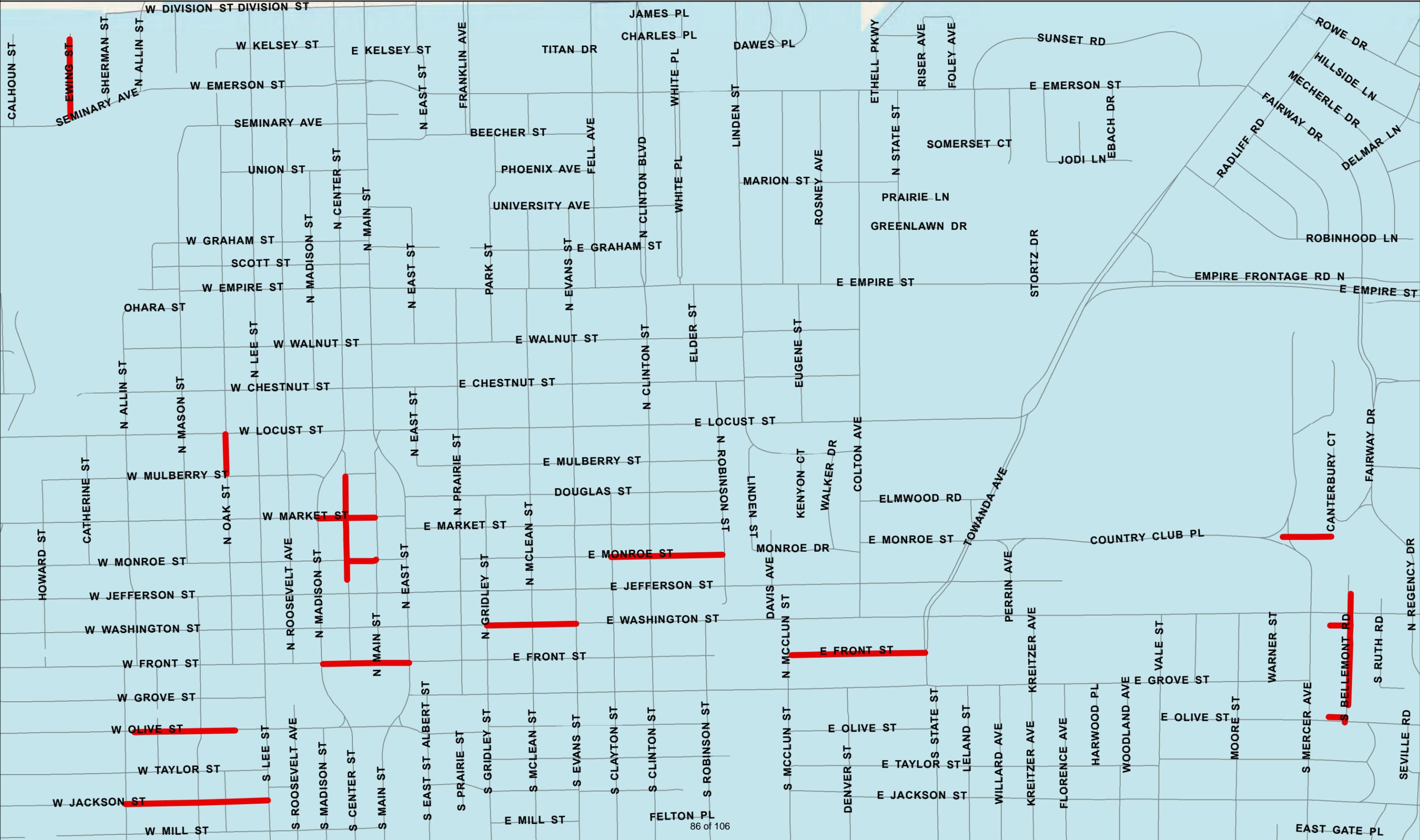
CONTRACTOR (Seal)

\_\_\_\_\_

# 2018 Sewer Lining Map



Date: 9/26/2017



# Completed Sewer Lining



### Sewer Lining

- Before 2007
- 2007
- 2015
- 2016
- 2017
- Existing Streets
- Bloomington

