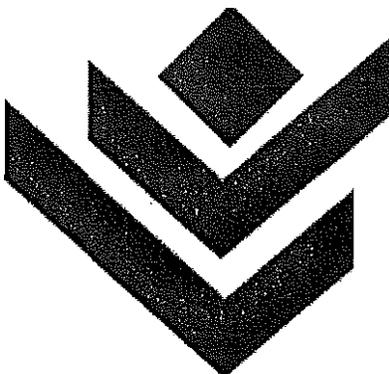




CITY OF
BLOOMINGTON
COUNCIL MEETING
APRIL 23, 2018



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 HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 23, 2018; 7:00 P.M.**

- 1. Call to order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Recognition of Achievement to Eric Veal, Assistant Director of Parks, Recreation and Cultural Arts for attaining the professional designation of Certified Parks & Recreation Executive (CPRE).
 - B. Proclamation declaring April 27, 2018 “Arbor Day”.
 - C. Proclamation declaring April 21, 2018 “Comcast Cares Day”.
 - D. Proclamation declaring May 6, 2018 – May 12, 2018 “Municipal Clerks Week”.
 - E. Reappointment of John Hanson to the Airport Authority Board.
 - F. Reappointment of Robert Bradley and William Gudeman to the Citizens’ Beautification Committee.
 - G. Reappointment of Scott Koets and Jesse Smart to the Cultural District Commission.
 - H. Reappointment of Ann Bailen to the Historic Preservation Commission.

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- I. Reappointment of Anthony Jones to the Human Relations Board.
- J. Reappointment of Noha Shawki and Catrina Murphy to the Bloomington-Normal Sister City Committee (Japan).
- K. Reappointment of Dianne Hollister, Matt Watchinski, and Susan Mohr to the Library Board of Trustees.
- L. Reappointment of Eric Penn and Megan Headean to the Planning Commission.
- M. Reappointment of William Bennett and Surena Fish to the Public Safety and Community Relations Board.
- N. Reappointment of Angie Ballantini and Reenie Bradley to the Transportation Commission.

6. Presentation

- A. Presentation and discussion on the McLean County Health Expenditure. *(Presentation by Bill Wasson, McLean County Administrator, 20 minutes, City Council discussion, 10 minutes.)*

7. Public Comment

8. “Consent Agenda”

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

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

- A. Consideration of approving the Minutes of the April 9, 2018 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 \$6,710,752.60. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$6,710,752.60, and orders drawn on the Treasurer for the various amounts as funds are available.)*
- C. Consideration of Approving Reappointments to Various Boards and Commissions. *(Recommend John Hanson be reappointed to the Airport Authority Board; Robert Bradley and William Gudeman be reappointed to the Citizens' Beautification Committee; Scott Koets and Jesse Smart be reappointed to the Cultural District Commission; Ann Bailen be*

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reappointed to the Historic Preservation Commission; Anthony Jones be reappointed to the Human Relations Board; Noha Shawki and Catrina Murphy be reappointed to the Bloomington-Normal Sister City Committee (Japan); Dianne Hollister, Matt Watchinski, and Susan Mohr be reappointed to the Library Board of Trustees; Eric Penn and Megan Headean be reappointed to the Planning Commission; William Bennett and Surena Fish be reappointed to the Public Safety and Community Relations Board; and Angie Ballantini and Reenie Bradley be reappointed to the Transportation Commission.)

- D. Consideration of a Contract and Unit Prices with George Gildner, Inc. in an amount up to \$153,000.00 for the FY 2019 Grading and Seeding Contract (Bid #2018-43), as requested by the Public Works Department. *(Recommend a Contract and Unit Prices with George Gildner, Inc. for the FY 2019 Grading and Seeding Bid (#2018-43) in an amount up to \$153,000.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*
- E. Consideration of a Contract, effective on May 1, 2018, with Midwest Fiber, Inc. for Single Stream Recycling Services (RFP #2018-49) as requested by the Public Works Department. *(Recommend a Contract with Midwest Fiber, Inc. for Single Stream Recycling Services (RFP #2018-49) be approved, effective on May 1, 2018, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*
- F. Consideration of a four (4) year Contract with M.E. Simpson Co., Inc., in the amount of \$84,000.00, for the Water Department's Leak Detection Program Services (RFP #2018-47), as requested by the Water Department. *(Recommend a four (4) year Contract with M.E. Simpson Co., Inc., in the amount of \$21,000.00 per year (total of \$84,000 for four years), for Leak Detection Program Services be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*
- G. Consideration of a Resolution Waiving the Formal Bidding Process and approving the purchase of a Police Priority Dispatch System from Priority Dispatch in the amount of \$55,623, as requested by the Police Department. *(Recommend a Resolution Waiving the Formal Bidding Process and approving the purchase of a Police Priority Dispatch System from Priority Dispatch in the amount of \$55,623 be approved, the Purchasing Agent be authorized to issue a Purchase Order, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- H. Consideration of a Resolution Waiving the Formal Bidding Process and authorizing City Staff to continue disposing Leaf and Grass Material (Bid #2018-46) on the property of Chris Witte at a rate of \$3.50 per cubic yard, as requested by the Public Works Department. *(Recommend a Resolution Waiving the Formal Bidding Process be approved, and authorize the disposal of Leaves and Grass Material (Bid #2018-46) on Chris Witte's property at a rate of \$3.50 per cubic yard, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

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I. Consideration of:

(a) An Ordinance approving a budget amendment to reallocate the remaining FY18 Harriet Fuller Rust Grant funds to the Capital Improvement Fund and

(b) A Resolution authorizing a Change Order in the amount of \$64,000.00 to the FY18 Street, Alley and Sidewalk Maintenance Contract awarded to George Gildner, Inc. to facilitate brick repair of temporary gravel utility patches and other restoration work as requested by the Community Development Department's Planning Division and the Public Works Department.

(Recommend

(a) An Ordinance approving a Budget Amendment to reallocate the remaining FY18 Harriet Fuller Rust Grants funds (#10015420-79985) to the Capital Improvement Fund be approved, and the Mayor and City Clerk be authorized to execute the necessary documents; and

(b) A Resolution authorizing a Change Order in the amount, not to exceed \$64,000.00, to the FY18 Street, Alley and Sidewalk Maintenance Contract awarded to George Gildner, Inc. (Bid 2018-06, PO # 20180056) to facilitate brick repair of temporary gravel utility patches and other restoration work, as needed, to various brick streets in the City of Bloomington; and the Mayor and City Clerk be authorized to execute the necessary documents.

J. Consideration of an Ordinance approving a petition from Lemman Investments LLC., for the Approval and Ratification of an Easement Vacation Plat and a Plat of Easement for Lot 3 of Morrissey Crossing Subdivision (located south of Veterans Parkway, west of Morrissey Drive), as requested by the Public Works Department. *(Recommend an Ordinance approving a petition from Lemman Investments LLC., for the Approval and Ratification of an Easement Vacation Plat and a Plat of Easement for Lot 3 of Morrissey Crossing Subdivision (located south of Veterans Parkway, west of Morrissey Drive) be approved, and the Mayor and City Clerk authorized to execute the necessary documents.)*

K. Consideration of an Ordinance approving a petition from Krishna Balakrishnan for an Expedited Final Plat of the Thirteenth Addition to Hawthorne Commercial Subdivision (located east of Woodbine Road and south of General Electric Road), subject to the petitioner paying the required tap-on fees, as requested by the Public Works department. *(Recommend an Ordinance approving a petition from Krishna Balakrishnan for an Expedited Final Plat of the Thirteenth Addition to Hawthorne Commercial Subdivision (located east of Woodbine Road and south of General Electric Road) be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

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- L. Consideration of an Ordinance approving a Special Use Permit for 1410 Woodbine Rd. to allow residential condominiums/townhomes in the B-1, Highway Business District with a density of twelve (12) units per acre, as requested by the Community Development Department – Planning Division. *(Recommend an Ordinance approving a Special Use permit for 1410 Woodbine Rd. to allow residential condominiums/townhomes in the B-1, Highway Business District with a density of twelve (12) units per acre be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- M. Consideration of an Ordinance amending Bloomington City Code Chapter 29 to incorporate various routine changes to the in-place Traffic Control Devices and/or Regulations as requested by the Public Works Department. *(Recommend an Ordinance amending Bloomington City Code Chapter 29 to incorporate various routine changes to the in-place Traffic Control Devices and/or Regulations be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- N. Consideration of an Ordinance amending Bloomington City Code Chapter 39, Taxation, as requested by the Finance Department. *(Recommend an Ordinance amending Bloomington City Code Chapter 39, Taxation, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- O. Consideration of a petition for the Lake Bloomington Lease Transfer of Lot 4 in the Eagle Pointe Subdivision from Richard and Constance Claydon to Bradley and Catherine Wallace, as requested by the Water Department. *(Recommend the Lake Lease Transfer be approved, subject to the following contingencies: (1) the septic system conditions included in the McLean County Health Department's April 6, 2018 letter; (2) the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (3) the new lease holder apply for an electrical permit and inspection through the Community Development Department, (4) the lease and refuse fees invoiced are not past due, and (5) the transferee providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents)*
- P. Consideration of the application from the Bloomington-Normal Jaycees located at 311 Clover Court, Bloomington, 61704 who will host Brews at the Zoo event at Miller Park Zoo located at 1020 S. Morris Street; Bloomington, IL requesting an LB (Limited Beer and Wine Only) on May 18, 2018, which would authorize the retail sale of beer and wine of alcoholic beverages by the glass for consumption on the premises. *(Recommend the application from the Bloomington-Normal Jaycees located at 311 Clover Court, Bloomington, 61704 who will host Brews at the Zoo event at Miller Park Zoo located at 1020 S. Morris Street; Bloomington, IL requesting an LB (Limited Beer and Wine Only) on May 18, 2018, which would authorize the retail sale of beer and wine of alcoholic beverages by the glass for consumption on the premises.*

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9. “Regular Agenda”

- A. Consideration of the purchase of One Hundred (100) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear, in the amount of \$282,203.00, utilizing the National Purchasing Partners – Government (NPPGov) program from Municipal Emergency Services, Inc. (MES), as requested by the Fire Department. *(Recommend the purchase of One Hundred (100) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear by purchased utilizing the National Purchasing Partners – Government (NPPGov) program from Municipal Emergency Services, Inc. (MES), Deerfield, IL be approved, in the amount of \$282,203.00, and the Procurement Manager be authorized to issue a Purchase Order and/or authorize the Interim City Manager execute the necessary documentation.) (Presentation by Brian Mohr, Fire Chief, 5 minutes, City Council discussion, 5 minutes.)*
- B. Consideration of an Ordinance authorizing the issuance and sale of tax exempt General Obligation Notes, for the purpose of reimbursing the City for the costs of purchasing of the Frontier properties, in the amount of \$970,000, to Clayton Holdings, LLC., as requested by the Finance Department. *(Recommend an Ordinance authorizing the issuance and sale of General Obligation Notes, in the amount of \$970,000, to Clayton Holdings, LLC to reimburse the City for the costs of purchasing certain commercial real estate in the City and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Scott Rathbun, Sr. Budget Manager, 5 minutes, City Council discussion, 5 minutes.)*
- C. Consideration of a Resolution Waiving the Formal Bidding Process to approve a Contract with Mid-Illinois Mechanical Inc., up to the amount of \$290,875.00, for replacement of Warm Brine Piping at the Grossinger Motors Arena as requested by the Administration – Facilities Department. *(Recommend a Resolution Waiving the Formal Bidding Requirements and approving a Contract with Mid-Illinois Mechanical Inc. for replacement of Warm Brine Piping at the Grossinger Motors Arena up to the amount of \$290,875.00 be approved, and the Mayor and City Clerk be authorized to execute the Resolution and the Interim City Manager and City Clerk be authorized to execute any other necessary documents.) (Presentation by Russel Waller, Facilities Manager, 5 minutes, City Council discussion, 5 minutes.)*
- D. Consideration of the purchase of new Golf Maintenance Equipment (BID #2018-39) from ERB Turf Equipment, in the total amount of \$254,429.97, as requested by the Parks, Recreation & Cultural Arts Department. *(Recommend the purchase of new Golf Maintenance Equipment at the City Golf Courses (BID #2018-39) from ERB Turf Equipment, in the total amount of \$254,429.97, be approved, and the Procurement Manager be authorized to execute the purchase order.) (Presentation by Jay Tetzloff, Director of Parks, Recreation & Cultural Arts, 5 minutes, City Council discussion, 5 minutes.)*

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- E. Consideration of various Public Works and/or Water Department items, including a recommendation to approve each of the items presented in one motion. (*Recommend each of the following items be approved as provided in the indicated.*) (*Presentation by Jim Karch, Public Works Director, 20 minutes, City Council discussion, 15 minutes.*)
- a. An Agreement with Rowe Construction, a Division of United Contractors Midwest, Inc., in the amount of \$4,010,000, for the FY 2019 General Resurfacing Program (Bid #2018-29), as requested by the Public Works and Water Departments. (*Recommend (a) the Agreement with Rowe Construction, a Division of United Contractors Midwest, Inc. in the amount of \$4,010,000 be approved, effective on or after May 1, 2018, (b) the bid unit prices from Rowe Construction, a Division of United Contractors Midwest, Inc. for the FY 2019 General Resurfacing Program be accepted, and (c) the Interim City Manager and City Clerk be authorized to execute the necessary documents.*)
 - b. A Contract, analysis of bids, and unit prices with George Gildner, Inc. for the FY 2019 Utility Maintenance Contract (Bid # 2018-40), as requested by the Public Works and Water Departments. (*Recommend a Contract, analysis of bids, and unit prices with George Gildner, Inc. for the FY 2019 Utility Maintenance (Bid #2018-40), in the amount of \$870,000.00, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.*)
 - c. A Contract, analysis of bids, and unit prices for the FY2019 Emergency Utility Repair (Bid #2018-41) in the amount of \$450,000.00, as requested by the Public Works and Water Departments. (*Recommend a Contract, analysis of bids, and unit prices with George Gildner, Inc. for the FY2019 Emergency Utility Repair, Bid #2018-41 in the amount of \$450,000.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.*)
 - d. A Contract, analysis of bids, and unit prices with Bodine Electric of Decatur for the FY 2019 Traffic Signal Maintenance & Emergency Traffic Signal Repair (Bid #2018-42), in the amount of \$130,000.00, as requested by the Public Works Department. (*Recommend a Contract, analysis of bids, and unit prices with Bodine Electric of Decatur for the FY 2019 Traffic Signal Maintenance & Emergency Traffic Signal Repair (Bid #2018-42), in the amount of \$130,000.00, be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.*)
 - e. A Contract, analysis of bids, and unit prices with McLean County Asphalt Co., Inc. for the FY 2019 Street, Alley, & Sidewalk Maintenance (Bid #2018-44), in the amount of \$200,000.00, as requested by the Public Works Department. (*Recommend a Contract, analysis of bids, and unit prices with McLean County Asphalt Co., Inc. for the FY 2019 Street, Alley, & Sidewalk Maintenance (Bid #2018-44) in the amount of \$200,000.00 be*

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approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)

f. A Contract with George Gildner, Inc., in the amount of \$50,000, for the FY2019 Sidewalk Vertical Displacement Repair Program, as requested by the Public Works Department. *(Recommend a Contract with a total amount not to exceed \$50,000, with George Gildner Inc. for the FY 2019 Sidewalk Replacement and Handicap Ramp Program be approved, the unit prices of \$37 per inch-foot be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

g. A Contract and unit prices with Stark Excavating, Inc., in the amount of \$960,000, for the FY 2019 Sidewalk Replacement and Handicapped Ramp Program as requested by the Public Works Department. *(Recommend a Contract and unit prices with Stark Excavating, Inc., in the amount of \$960,000, for the FY 2019 Sidewalk Replacement and Handicap Ramp Program be approved, the unit prices from Stark Excavating Inc. be accepted, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

F. Consideration of an Ordinance amending Chapter 6, Section 5 of the Bloomington City Code to clarify and add certain proximity restrictions on taverns and packaged liquor license holders from being within 100 feet of schools, daycare centers, preschools, hospitals, homes for the aged, indigent, or veterans, military stations, or funeral homes, as requested by a City Council initiative. *(Recommend an Ordinance amending Chapter 6, Section 5 of the Bloomington Code clarifying and adding certain proximity restrictions be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by George Boyle, Assistant Corporation Counsel, 5 minutes, City Council discussion, 5 minutes.)*

G. Consideration of a Resolution directing Water Department staff to issue Non-Compliant Violation Notices to existing boat docks not conforming to the Ordinances, Regulations, Policies and Standards of the City of Bloomington as requested by Administration and the Water Department. *(Recommend a Resolution directing staff to issue Non-Compliant Violation Notices to existing boat docks at Lake Bloomington not conforming to the Ordinances, Regulations, Policies and Standards of the City of Bloomington be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jeffrey Jurgens, Corporation Counsel, 5 minutes, City Council discussion, 5 minutes.)*

10. City Manager's Discussion

11. Mayor's Discussion

12. City Aldermen's Discussion

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13. **Executive Session – *Cite Section***
14. **Adjournment**
15. **Notes**

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RECOGNITIONS



Council Date: April 23, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Recognition of Achievement to Eric Veal, Assistant Director of Parks, Recreation and Cultural Arts for attaining the professional designation of Certified Parks & Recreation Executive (CPRE).
- B. Proclamation declaring April 27, 2018 “Arbor Day”.
- C. Proclamation declaring April 21, 2018 “Comcast Cares Day”.
- D. Proclamation declaring May 6, 2018 – May 12, 2018 “Municipal Clerks Week”.
- E. Reappointment of John Hanson to the Airport Authority Board.
- F. Reappointment of Robert Bradley and William Gudeman to the Citizens’ Beautification Committee.
- G. Reappointment of Scott Koets and Jesse Smart to the Cultural District Commission.
- H. Reappointment of Ann Bailen to the Historic Preservation Commission.
- I. Reappointment of Anthony Jones to the Human Relations Board.
- J. Reappointment of Noha Shawki and Catrina Murphy to the Bloomington-Normal Sister City Committee (Japan).
- K. Reappointment of Dianne Hollister, Matt Watchinski, and Susan Mohr to the Library Board of Trustees.
- L. Reappointment of Eric Penn and Megan Headean to the Planning Commission.
- M. Reappointment of William Bennett and Surena Fish to the Public Safety and Community Relations Board.

N. Reappointment of Angie Ballantini and Reenie Bradley to the Transportation Commission.

PROCLAMATION

ARBOR DAY APRIL 27, 2018

WHEREAS, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and,

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and,

WHEREAS, Arbor Day is now observed throughout the nation and the world; and,

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife; and,

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and,

WHEREAS, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and,

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim Friday, April 27th, 2018 as

“ARBOR DAY”

in the City of Bloomington, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 23rd day of April, 2018.



Tari Renner
Mayor



Cherry Lawson
City Clerk

PROCLAMATION

COMCAST CARES DAY APRIL 21, 2018

***WHEREAS,** Comcast remains an active, committed, and engaged member of the Bloomington community as demonstrated by 10 years of Comcast Cares service in local communities and well over 6,000 total number of hours volunteered; and,*

***WHEREAS,** Comcast supports the core American value of volunteerism through partnerships, grants, and volunteer activities that empower individuals and organized communities; and,*

***WHEREAS,** Comcast Cares Day is a celebration of service and commitment to year-round volunteerism, and has become one of the nation's largest single-day corporate volunteer efforts that brings employees, families, friends, and community partners together for a common purpose and mission; and,*

***WHEREAS,** Comcast is celebrating its 17th Comcast Cares Day and has reached important milestones, including 1 million volunteers and more than 5 million volunteer hours at 8,800 projects since Comcast Cares Day started in 2001; and,*

***WHEREAS,** Comcast Cares Day promotes a spirit of corporate responsibility thanks to the hard work, dedication and service of over a hundred Comcast volunteers in the Bloomington community.*

***NOW, THEREFORE, I,** Tari Renner, Mayor of the City of Bloomington, do hereby proclaim April 21st as*

“COMCAST CARES DAY”

***IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 21th day of April, 2018.*



Tari Renner

Cherry Lawson

Tari Renner
Mayor

Cherry Lawson
City Clerk

Proclamation

49th Annual Municipal Clerks Week

May 6 - 12, 2018

Whereas, The Office of the Municipal Clerk, a time honored, vital part of local government exists throughout the world, and is the oldest among public servants; and

Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of the government at other levels; and

Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

Whereas, The Municipal Clerk serves as the information center on functions of local government and community.

Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county, and international professional organizations.

Whereas, The International Institute of Municipal Clerks (IIMC) has sponsored Municipal Clerks Week since 1969; that in 1984 and 1994, President Ronald Reagan and Bill Clinton, respectively, signed a Proclamation officially declaring Municipal Clerks Week the first full week of May recognizing the essential role Municipal Clerks play in local government.

Whereas, It is most appropriate that we recognize the accomplishments of the Office of Municipal Clerks.

*Now, Therefore, I, Tari Renner, Mayor of the City of Bloomington, do recognize the week of May 6 -12, 2018 as "**Municipal Clerks Week,**" and further extend appreciation to our Municipal Clerk and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

Dated this 19th day of April, 2018.

City of Bloomington



ATTEST

Tari Renner, Mayor

Cherry L. Lawson, City Clerk

CONSENT AGENDA



CONSENT AGENDA ITEM NO: 8A

FOR COUNCIL: April 23, 2018

SUBJECT: Consideration of approving the Minutes of the April 9, 2018 Regular City Council Meeting.

RECOMMENDATION/MOTION: 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: N/A

FINANCIAL IMPACT: N/A

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". The signature is written in a cursive, flowing style.

Steve Rasmussen
Interim City Manager

Attachments:

- April 9, 2018 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL
OF BLOOMINGTON, ILLINOIS MONDAY, APRIL 9, 2018; 7:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 7:03 p.m., Monday, April 9, 2018.

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

Recognition/Appointments

- A. Proclamation declaring April 16, 2018 “National Healthcare Decisions Day”. No One Present
- B. Recognition of Jan Elam and Todd Campbell of Bloomington, IL for their work on the completion and restoration of the Gazebo and Pavilion at the Briarwood and Dawes Intersection.
- C. Appointment of Tyson Mohr to the Bloomington Planning Commission.

Public Comment

Scott Stimeling	Donna Boelen	Aaron Len
Carl Woodward		Tim Koch

“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 Schmidt that the Consent Agenda be approved with the exception of item 7A.

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

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

Schmidt.

Nays: None.

Motion carried.

The following was presented:

Item 7A. Consideration of approving the Minutes of the March 26, 2018 and February 12, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*

Motion by Alderman Hauman and seconded by Alderman Schmidt that the updated copy routed this afternoon, which was revised, for the February 12, 2018 meeting be adopted.

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

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

Nays: None

Motion carried.

Motion by Alderman Hauman and seconded by Alderman Schmidt that Council adopt the minutes for the March 26, 2018 meeting as drafted.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$4,480,335.88. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$4,480,335.88, and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of an Appointment to the Bloomington Planning Commission. *(Recommend Tyson Mohr be appointed to the Bloomington Planning Commission.)*

The following was presented:

Item 7D. Consideration of a Supportive Housing Program/Continuum of Care Shelter Plus Care Grant Agreement (Project IL0288L5T121710), as requested by the Community Development Department. *(Recommend the attached Shelter Plus Care Grant Agreement (Project IL0288L5T121710) to the U.S. Department of Housing and Urban Development be approved and submitted, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7E. Consideration of a Supportive Housing Program/Continuum of Care Families and Individuals with Disabilities Grants Agreement (Project IL0283L5T121709), as requested by the Community Development Department. *(Recommend the attached Supportive Housing Program/Continuum of Care Families and Individuals with Disabilities Grant Agreement (Project IL0283L5T121709) to the US Department of Housing and Urban Development be approved and submitted, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7F. Consideration of an assignment of the Grossinger Motors naming rights agreement to AutoCanada Holdings, Inc. as requested by Grossinger Motors Arena. *(Recommend approving the attached Grossinger Motors naming rights agreement assignment to AutoCanada Holdings, Inc., and authorize the Interim City Manager and City Clerk to execute the necessary documents.)*

The following was presented:

Item 7G. Consideration of a Temporary Easement Agreement between John and Sandra Bauby and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department. *(Recommend the attached Temporary Easement Agreement with John Bauby and Sandra Bauby be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7H. Consideration of a Temporary Easement Agreement between Marcfirst and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department. *(Recommend the attached Temporary Easement Agreement with Marcfirst be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7I. Consideration of a Temporary Easement Agreement between Jeffrey and Vicki McCain and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department. *(Recommend the attached Temporary Easement Agreement with Jeffrey McCain and Vicki McCain be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7J. Consideration of a Road Dedication Agreement between Stephen Snyder and the City of Bloomington in conjunction with the Fox Creek Road Improvement project as requested by the Public Works Department. (Recommend the attached Road Dedication Agreement with Stephen W. Snyder be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)

The following was presented:

Item 7K. Consideration of an Ordinance amending the Bloomington City Code to increase the number of sergeants by one position and decrease the number of patrol officers by one position as requested by the Police Department. (*Recommend the attached Ordinance be approved, increasing the number of sergeants in the Bloomington Police Department by one position and decreasing the number of patrol officers in the Department by one position, and the Mayor and City Clerk be authorized to execute the necessary documents.*)

ORDINANCE NO. 2018 – 20

AN ORDINANCE AMENDING CHAPTER 35, SECTION 1 OF THE BLOOMINGTON CITY CODE AMENDING THE COMPOSITION OF THE POLICE DEPARTMENT

The following was presented:

Item 7L. Consideration of a petition for the Lake Bloomington Lease Transfer of Lot 7, Block 23, in Camp Potawatomie from the City of Bloomington to the petitioner, Nathaniel Green. Also, consideration of the vacation of the current septic system easement tied to Lot 6, Block 23 in Camp Potawatomie and the creation of a new septic system easement for Lot 10, Block 23 in Camp Potawatomie as requested by the Water Department. (*Recommend the attached petition for the Lake Bloomington Lease Transfer of Lot 7, Block 23 in Camp Potawatomie from the City of Bloomington to Nathaniel Green be approved, the current septic system easement on Lot 6, Block 23 in Camp Potawatomie be vacated, and a new septic system easement on Lot 10, Block 23 in Camp Potawatomie be created and the Mayor and City Clerk be authorized to execute the necessary documents.*)

The following was presented:

Item 7M. Consideration of 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 at Davis Lodge at Lake Bloomington on April 28, 2018 from Evan O’Shea and Jennifer Yu to allow moderate consumption of alcohol. (*Recommend the attached 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 at Lake Bloomington on April 28, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.*)

ORDINANCE NO. 2018 – 21

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 APRIL 28, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

The following was presented:

Item 7N. Consideration of 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 at Davis Lodge at Lake Bloomington on June 16, 2018 the request from Joseph Johnson and Andrea Pierce to allow moderate consumption of alcohol. *(Recommend the attached 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 at Lake Bloomington on June 16, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 – 22

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 JUNE 16, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

The following was presented:

Item 7O. Consideration of an application submitted by RoadSmart, LLC d/b/a RoadSmart, located at 1513 Morrissey Drive, requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the attached application of RoadSmart, LLC d/b/a RoadSmart, located at 1513 Morrissey Drive, requesting a GPBS liquor license which would allow the sale of packaged beer and wine only for consumption off the premises seven (7) days a week be approved upon all compliance with contingencies of all employees serving alcohol complete BASSET.)*

The following was presented:

Item 7P. Consideration of an application submitted by Station Two Twenty, Inc., d/b/a Bakery and Pickle Bar located at 513 N. Main Street, requesting a RAS liquor license which would allow the sale of all types of liquor by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the attached application of Station Two Twenty, Inc., d/b/a Bakery and Pickle Bar located at 513 N. Main Street, requesting a RAS liquor license which would allow the sale of all types of liquor by the glass for consumption on the premises seven (7) days a week be approved upon all compliance with contingencies of all employees serving alcohol complete BASSET.)*

“Public Hearing”

The following was presented:

Item 8A. Public Hearing for the proposed Downtown East Washington Street Redevelopment Project Area as scheduled by Ordinance 2018-08 which was approved on February 12, 2018 and recommend by the City's Office of Economic Development. *(Recommend the public hearing be convened for the proposed Downtown East Washington Street Redevelopment Project Area.) (Presentation by Bob Mahrt, Interim Community Development Director, 5 minutes.)*

- a. Presentation by Mike Weber, Director, PGAV Planners, 10 minutes.

Mayor Renner made brief comments and deferred to Mike Webber from PGAV who would provide an overview of this item.

Mr. Webber stated, when a city wishes to establish Tax Increments Financing District, there are several fundamental findings that you'll be required to make as required by the law. First, Council would have to make a finding that the area qualifies. Secondly, the Council have to make a finding that the area, on the whole, hasn't been subject to growth and investment on the part of private enterprise. Thirdly, Council would have to make a finding, but for TIF we're not going to see redevelopment projects or private investment take place within that proposed area. We've had a plan document on file I believe since early February. It explains the statutory basis for TIF. It contains an eligibility analysis of the area proposed for TIF. It presents the Redevelopment Plan, and it also has a section that presents various other findings including evidence that the area as a whole hasn't been subject to growth and investment on the part of private enterprise and would not be developed but for TIF.

The boundaries are shown on the map exhibit that's displayed here on the screen. It contains 13 parcels of real property totaling only 7.4 acres and that of street right away. In terms of the eligibility component of this plan, in order to qualify an area, it needs to meet the definition of either conservation area or the definition of blighted area or the combination of the two. In this case, this eligibility analysis that's contained in the plan makes the finding that the area qualifies as a blighted area. What that means is there is at least five of the blighting area criteria, five out of 13 criteria present within the area. Those items include deteriorated buildings and site improvements, obsolete buildings, high vacancy rates, 76% of the building space in this area is currently vacant.

All of the buildings do not meet the City's minimum code standards. All of the improved parcels have excessive land coverage. We have some inadequate utilities with regards to some combined sewers in the area as well as small water mains. Furthermore, we have declining property values within the area. In total, we have seven blighting factors out of the 13, for which we need 5 to qualify it as a blighted area. In terms of the redevelopment plan components, what's being proposed here is a mix of residential, commercial, and possibly public facilities in terms of projects that are in line for development. Of course, the City is aware of the proposed iceberg development of the reuse or retrofitting of the former high school building. That's a key initial project that we anticipate will occur if, in fact, the TIF is established.

He explained that they had received a proposal from the laborers of Home Development Corporation to purchase up several city-owned properties as well as a church property to redevelop those properties into multi-family residential. Both these projects have major financial gap issues with them. PGAV analyzed their proformas and it's clear that they need assistance, not only from TIF but from low-income housing tax credits to make these projects financially feasible. Overall objective of the plan is to induce private investment, to bring the property values up in the area, and just by way of comparison, the existing taxable fair market value in the area is averaging \$15 square foot per building. That's fair market value not equalized assessed value. By comparison, a fair market value of the old Illinois Bank or Illinois house building in downtown is 26.50 a square foot. The PNC Bank building is \$126 a square foot. There is clearly room in this area and other parts of downtown to bring the values up.

In terms of the findings of need for TIF and other findings, we were able to find that the TIF plan is compliant with the 2015, and believes those findings are outlined in the staff report with regards to this. The area hasn't been subject to growth and investment on the part of private enterprise, and this is

evidenced by the conditions of the properties, the vacancies, and the declining values. In terms of the but-for finding, again, the conditions of properties and so forth contribute to that finding, but the need for TIF is also been presented by Iceberg development as well as the proposal from the Labor's Home Development Company or Corporation.

The most recent equalized assessed value for the entire heirs is 640,000 and we anticipate after full redevelopment within the area that the EAV would increase by 3.4 or 3.6 million. In terms of financing, we anticipate the financing would be all done on what we call a pay-as-you-go basis. The city would not be issuing any debt. It would be tied to the specific properties performance and the developer would be taking all of the risk with regards to being paid back from TIF. The estimated date for retirement of any obligations, such as TIF redevelopment agreements would be not later than December 31st of 2042. That would be 23 years from 2018. The Council may consider ordinances that would set up this TIF program no sooner than 14 days from the close of this hearing, and no later than 90 days from the close of this hearing.

Mayor Renner asked for clarification, is there a reason why it has to last for 23 years necessarily. Mr. Webber stated, projects will happen in phases, so you're running the clocks, running in future projects are obviously going to have less than the 23 years.

- b. Open Public Hearing: Mayor Renner opened the Public Hearing to receive comments.
- c. Public Comment: There were no comments offered by the public.
- d. Close Public Hearing

“Regular Agenda”

The following was presented:

Item 9A. Consideration of Adoption of the FY 2019 Proposed Budget and Appropriation Ordinance. *(Recommend the attached Fiscal Year 2019 Appropriation Ordinance, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Steve Rasmussen, Interim City Manager, 5 minutes, City Council discussion, 5 minutes.)*

Mr. Rasmussen stated, he is pleased to bring before you tonight a balanced budget for the 2019 budget. He provided an overview of the budget and answered questions posed by Council.

Mayor Renner asked, is it fair to say that of the over million dollars that we saved, out of solid waste, that a large portion but a majority that was actually cut because we're not going to pick up bulky waste more than twice a year. Mr. Rasmussen stated yes.

Mayor Renner asked whether Mr. Rasmussen have a rough figure about how much that amount was. Mr. Rasmussen stated, that saves us a great deal of money towards that \$1 million. However, the City will continue to pick up that solid waste. Mr. Karch stated the amount is \$250,000 cutting 15%.

ORDINANCE NO. 2018 - 23

BUDGET AND APPROPRIATION ORDINANCE FISCAL YEAR BEGINNING
MAY 1, 2018 AND ENDING APRIL 30, 2019 CITY OF BLOOMINGTON

SUMMARY MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY OF BLOOMINGTON, IL
MONDAY, APRIL 9, 2018; 7:00 P.M.

Motion by Alderman Hauman second by Alderman Mwilambwe Council approves the attached Fiscal Year 2019 Appropriation Ordinance, 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 Mathy, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.

Nays: Alderman Sage.

Motion carried.

The following was presented:

Item 9B. Consideration of authorizing the Payment for Property, Liability, Excess Liability, and Excess Worker's Compensation Insurance Coverage for the City of Bloomington as requested by the Administration Department. *(Recommend the payment to Arthur J. Gallagher, Itasca, IL, for Insurance Coverage and Insurance Broker Service from May 1, 2018, through April 30, 2019, be approved in the amount of \$811,336, and authorize the Finance Department to issue payment.) (Presentation by Steve Rasmussen, Interim City Manager and Mike Nugent, Nugent Consulting Group, 10 minutes, City Council discussion, 10 minutes.)*

Mr. Rasmussen stated, the City brings this item forward every year; however, it is a little different each year. He introduced Mike Nugent, who is our consultant and Walt Larkin here from our third-party administrator. He asked Mr. Nugent to talk about this \$811,000 budget that we have for insurance this year.

Mr. Nugent stated, optimistically, he had hoped to secure flat rates for this renewal; however, was not able to do that. The Gallagher Team did a really good job of pressuring our insurers to look more at Bloomington historic claims data and experience and focus on that and maybe away from all this other stuff that was going on. They did that successfully. The premium increase in dollars is 3.6%, but all of that is coming from increased exposures property values and annual payroll increases and not from a rate increase. The rates have actually stayed flat and in some cases actually tweaked down just a little bit as compared to the current plan.

Motion by Alderman Hauman second by Alderman Bray Council approves the payment to Arthur J. Gallagher, Itasca, IL, for Insurance Coverage and Insurance Broker Service from May 1, 2018, through April 30, 2019, be approved in the amount of \$811,336, and authorize the Finance Department to issue payment.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 9C. Presentation and discussion of the Bloomington Police Department 2017 Annual Report. *(Recommend presentation and discussion only.) (Presentation by Brendan Heffner, Chief of Police, 15 minutes, City Council discussion, 5 minutes.)*

Police Chief Heffner provided an overview of the 2017 Uniform Crime Statistics Report and 2018 Departmental Goals for Bloomington Police.

- The total Part 1 Uniform Crime Report (UCR) statistics for calendar year 2017 was one (1%) percent lower than 2016, representing 10 fewer reported incidents.

Homicides:

- We recorded 3 homicides in 2017
 - May 21st, Shannon Hastings homicide
 - September 9th, Eric Ringenberg suicide with two juvenile homicides
- The December 2nd, death of Cullen Hedrick has been ruled justifiable (self-defense) and therefore is not reported to UCR as a homicide.

Robberies:

- We recorded 45 robberies in 2017.
- This is below our five year average of 47 robberies per year.

Motor Vehicle Thefts:

- After a slight drop in 2016, our motor vehicle thefts continue to rise.
- As in previous years, the continued increase stems from juvenile offenders out looking for temporary transportation.
- A late year (November and December) spike also pushed up our totals. This involved subjects taking unattended/running cars during cold weather.

Driving Under the Influence:

- We recorded a 37% decrease in DUI arrests during 2017.
- The movement of key DUI officers to earlier shifts accounts for the change in the 2017 totals.
- Despite a decrease in arrests in 2017, DUI enforcement remains a high priority at BPD

Street Level Violence – Shootings:

- In 2016 we responded to 39 shootings with a total of 9 subjects shot.
- By comparison, in 2017 we recorded 24 shootings with 7 shot.

Contributors to the Decrease in Crime:

- Problem Oriented Policing by the patrol division.
- Use of data driven responses to high crime areas and repeat call for service locations.
- Use of social media to crowd source suspect identifications.
- Systemic coordination on habitual adult and juvenile offenders.
- Participation in multiple task forces (Secret Service, FBI, DEA and U.S. Marshal's Service).
- Expanded deployment of our Public Safety Cameras.

2018 Departmental Goals:

- Fully deploy officer-worn body cameras to all uniformed officers across the department.
- Continue community outreach efforts through pro-social contacts in patrol areas as well as at the West Jefferson Community House.
- Work with the PSCRB on police-community issues as they arise.
- Maintain an open dialogue with the community regarding police-citizen relations.
- Continue working towards obtaining professional accreditation.
- Continue our focus on reducing violent street level gun and gang crimes.
- Continue department-wide training focusing on cultural diversity.

Alderman Sage thanked Chief Heffner for the presentation and complimented him and his department for the exceptional work that the police department team does. He has made a positive impact in the quality of life here in the City.

The following was presented:

Item 9D. Consideration of a Resolution designating and authorizing a project to reconfigure and resurface the intersection of Empire Street and Fairway Drive and the project to resurface IAA Drive from Empire Crossing to Rowe Drive as Redevelopment Projects in the Empire Street Corridor TIF District at a combined estimated cost of \$550,000 as requested by the Public Works Department and the Community Development Department's Office of Economic Development. *(Recommend the attached Resolution designating and authorizing two Redevelopment Projects in the Empire Street Corridor Redevelopment Project Area be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Jim Karch, Public Works Director, 5 minutes, City Council discussion 5 minutes.)*

Mr. Karch stated, this is a resolution that will allow for future eligibility of these capital projects to be funded and get reimbursement back from this TIF district, this Empire Street Corridor or TIF that has been established in 2016. Staff is asking for this resolution so that in the future the Council can choose to go toward them. IAA is one of those projects. This is part of the work that we are going to bring to you on April 23rd.

Alderman Mathy asked whether staff has a list of all the possible projects that could happen with inside of this TIF district. He recalled last fall Council received a list from the school district, which is the school district, the high school and junior high are included in this district, of projects they wanted to see. He wanted to see a list of those projects that have already been committed and future projects that could be funded in this test.

Mr. Karch stated, when the TIF was set up, there were eligible projects that were discussed as potential. Those materials were provided in the packet at that time, and the Council did act upon that. That was not definitive nor restrictive, but it gave some examples of what could be covered. Other ones could be added at that time, they have to be eligible as defined as we can see. There are certain definitions if you'll go to up on this slide. These are the objectives of that TIF district.

Mr. Mahrt stated, he is not completely familiar with the Empire Street TIF Redevelopment Plan, but it is his understanding that as long as they are TIF eligible expenses, we can bring those projects

forward if the increment is available.

Alderman Mwilambwe asked where the City stand in terms of the increment. Mayor Renner stated he does not think there is anything yet.

Mr. Karch stated in this past year we'll have roughly around \$35,000 in the increment generated, but the City is still waiting on some of those projects to come online to increase that increment.

RESOLUTION NO. 2018 – 22

A RESOLUTION OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS
AUTHORIZING TWO REDEVELOPMENT PROJECTS IN THE EMPIRE STREET CORRIDOR
REDEVELOPMENT PROJECT AREA

(Reconfiguration and Resurfacing of the Intersection of Empire Street and Fairway Drive
And the Resurfacing of IAA Drive from Empire Crossing to Rowe Drive)

Motion by Alderman Hauman second by Alderman Painter Council approves the attached Resolution designating and authorizing two Redevelopment Projects in the Empire Street Corridor Redevelopment Project Area be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

The following was presented:

Item 9E. Consideration of a Resolution to provide financial support in the amount of \$17,625 for the Feasibility Report and Economic Impact Analysis regarding a potential multi-sport complex in Bloomington-Normal. *(Recommend the attached Resolution to provide financial support in the amount of \$17,625 for the Feasibility Report and Economic Impact Analysis regarding a potential multi-sport complex in Bloomington-Normal be approved and the Mayor and City Clerk be authorized to execute the necessary documents.) (Presentation by Steve Rasmussen, Interim City Manager, 10 minutes, City Council discussion, 20 minutes.)*

Mr. Rasmussen provided an overview of this item stating, Council and staff spoke about this over a month ago as he was approached by Mark Peterson, Town Manager for the Town of Normal asking whether the City wanted to share in the cost of this study. This was a study which was not to exceed \$47,000 and they had divided that up to spread it around the community between the Town, the City, the County and the Convention Visitors Bureau. Because of their budget restraints, the County was not able to participate in that. However, the Convention and Visitors Bureau did and would contribute one quarter which amounts to \$11,750 their contribution.

The remaining \$47,000, then is split between the City and the Town equally, would amount to \$17,625 as provided in your packet. He did not want to move forward until he received directions from Council on this item, and wanted to be certain that everybody understood that this is not to move forward with a sports complex, nor is it to commit in any way to a sports complex, but rather, to share in the cost of the study.

The study will look at all the areas in the Bloomington Normal area. It was simply an offer on their part to see if we wanted to share in it. In earlier communication with Council, he did not get a clear indication which way we wanted to go. Though he could have signed the agreement as it is under his signing authority, he did not want to proceed without the benefit of having this discussion with Council.

Alderwoman Hauman stated, the City need to participate in this feasibility study for two reasons. One, we need to partner in economic development options with our neighbor to the North because what benefits one community benefits the other community. We need the information to determine whether or not this would be a good fit for both our Bloomington and/or our community. Given the scope of the project, \$17,625 would be a modest investment to help us make a good decision.

Mayor Renner clarified that the CVB, Ms. Howard or Alderman Black who sits on the CDB board, as is being discussed, it was not necessarily assumed at all that this was going to be a publicly-funded project, that at best a public-private partnership.

Alderwoman Schmidt stated she is will support this item. As she read the scope of the study here, it became clear that at this is very similar to the kind of diligence and reporting we got back from Steve Friedman, on downtown Bloomington that I think is a report that gives us a lot of guidepost for anything that we're doing in terms of entering into an agreement with any kind of hotel vendor or developer.

It's not clear at this point though, a couple of things, what the actual geography of where they're looking, and also whether or not they would be doing an asset analysis of places that we already have. She expressed concern over the possible location of the as the City already attracts new sports to this community, and, we acknowledge what we already provide to ensure that the groundwork has been laid.

Ms. Howard stated, it is her hope that an inventory of all of the different opportunities we already have for use forge. There are a number of assets in this community, and, parks have them, our school district have them, and we have the arena.

Mr. Tetzloff stated, commented about a meeting that will occur tomorrow. In regards to the assets, they are three fourths through the City's Parks Master Plan, and Normal completed there's two years ago.

RESOLUTION NO. 2018 – 23

A RESOLUTION TO PROVIDE FINANCIAL SUPPORT IN THE AMOUNT OF \$17,625 FOR THE FEASIBILITY REPORT AND ECONOMIC IMPACT ANALYSIS REGARDING A POTENTIAL MULTI-SPORT COMPLEX IN BLOOMINGTON-NORMAL.

Motion by Alderman Hauman second by Alderman Mathy Council approves the attached Resolution to provide financial support in the amount of \$17,625 for the Feasibility Report and

Economic Impact Analysis regarding a potential multi-sport complex in Bloomington-Normal be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

Ayes: Aldermen Mathy, Buragas, Black, Hauman, and Schmidt.

Nays: Alderman Sage, Mwilambwe, Painter, and Bray.

Motion carried.

The following was presented:

Item 9F. Consideration of various water contracts including a recommendation to approve each of the items presented in one motion. *(Recommend that each of the following contracts be approved as provided in the indicated.) (Presentation by Robert Yehl, Water Director 5 minutes, City Council discussion 15 minutes.)*

Mr. Yehl provide a brief overview about each of the items for consideration stating, these projects span from within the city limits up to like Evergreen to Lake Bloomington, they are very essential to our production ability to convey the water. We have a pump station Lake Evergreen, it pumps the water from Lake Evergreen as it's called, over Lake Bloomington so we can treat that water. It was constructed about 1970s and work in the mid 1980s. We replaced one pump in 2000ish, we took two older pumps from the 80s. These need to be brought up to standards. They are not staffed internally in the Water Department, to be able to provide the field observation inspections; therefore, we've asked the design consultant to watch the project when it's underway. So that's the observation portion of that.

Lake Bloomington and Evergreen, Miscellaneous repair projects. I'll show you pictures, but again, observation along with construction, we're not staffed to provide on-site all day resources to do that. So we've got observation, that's a forum that's going to watch the contractor work. Roll out the water main replacement, Lake Bloomington, this is about a three quarter mile water main replacement program. Lake Evergreen, you can see in the top left corner picture, there's a green transform in the bottom right of that, that's a 480-volt transformer, the bottom right pitchers 2400 volts, feed two pumps.

Bloomington and Evergreen Lake Spillways, Fencing buttresses, Ditching, we need to repair some ditching, some erosion, and some fences, put a drain in the bottom of the spillway so we can do our maintenance. It's a very expensive and complex job. It's broken into eight packages. They did take two packages out. One is an emergency drain in Bloomington, and will rebuild that package it later. The other one is tree removal. Some of our slopes are very, very poor conditions, but we're going to do some of that with our internal staff to bring the cost down at a later time. So that one of it includes observation as well. A water main, this is about three-quarter of a mile of water main on the west side of Lake Bloomington.

Meters. The graph I show in there is strictly meter changers. We usually talk about head, talk about RF meter changes, so we can read those remotely. This is just changing old meters. Some still have lead in them, some are at their end of their service life. We're supposed to replace about 10% a year, 10 your life expectancy. They are well behind steps doing a wonderful job of focusing on that. We've run out of money in that line and we're not a line item that's for meter accessories and stuff. They want to move 35,000 over so we can buy more meters, continue the progress.

Alderman Sage, commented on observation work that that had been done over the years, but could not recall exactly. He asked whether there will be provisions built in that deals with oversight.

Mayor Renner stated, standard contract language regarding the standard of care, what standards for the industry and what's expected for them to do their job. It is observation, and inspection. We have built in the budget that they will be on-site at all times when the contractor is working, makes it much more difficult to observe and get that day-to-day when you don't budget for the proper amount of time to watch either. But there are conditions in the contract that we would look towards if we needed to address that issue. We would have the opportunity to recover potentially in additional financial charges as a result of work that was not done specification.

Alderwoman Hauman asked about change orders that are received from George Gilder more often than others. She asked whether staff takes that into consideration when looking considering past projects.

Mr. Yehl stated he does not have the statistics on who we receive change orders and who more than others, that he could not speak to that directly, but do staff does consider that past history to some extent.

- a. A Professional Services Contract with Crawford, Murphy & Tilly, Inc. for Professional Engineering Services related to the Construction Observation of the Evergreen Lake Pump Station Electrical Conversion, (RFQ 2016-04, Resolution 16-10), not to exceed the amount of \$42,177.00, as requested by the Water Department. *(Recommend the attached Professional Services Contract with Crawford, Murphy & Tilly, Inc. for Professional Engineering Services related to the Construction Observation of the Evergreen Lake Pump Station Electrical Conversion in the amount not to exceed \$42,177.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

Motion by Alderman Black second by Alderman Painter Council approves the attached Professional Services Contract with Crawford, Murphy & Tilly, Inc. for Professional Engineering Services related to the Construction Observation of the Evergreen Lake Pump Station Electrical Conversion in the amount not to exceed \$42,177.00 be approved, and the Interim City Manager 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 Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.

Nays: None.

Motion carried.

- b. A Contract in the amount of \$447,011.50 for Miscellaneous Dam Repairs at Lake Bloomington and Evergreen Lake, City Re-Bid No. 2018-15, as requested by the Water Department. *(Recommend the attached Contract with Stark Excavating, Inc. be approved as the only bid for the Miscellaneous Dam Repairs at Lake Bloomington and Evergreen Lake in the amount of \$447,011.50 for Work Packages No. 1-8, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

Motion by Alderman Black second by Alderman Painter Council Recommend the attached Contract with Stark Excavating, Inc. be approved as the only bid for the Miscellaneous Dam Repairs at Lake Bloomington and Evergreen Lake in the amount of \$447,011.50 for Work Packages No. 1-8, and the Interim City Manager 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 Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.

Nays: None.

Motion carried.

- c. A Professional Services Contract with Hanson Professional Services, Inc. for Professional Engineering Services related to the Construction Observation of the Miscellaneous Dam Repairs at Lake Bloomington & Evergreen Lake capital project, (RFQ 2016-04, Resolution 16-10), not to exceed the amount of \$101,700.00, as requested by the Water Department. *(Recommend the attached Professional Services Contract with Hanson Professional Services, Inc. for Professional Engineering Services related to the Construction Observation of the Miscellaneous Dam Repair Lake Bloomington & Evergreen Lake in the amount not to exceed \$101,700.00 be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

Motion by Alderman Black second by Alderman Painter Council the attached Professional Services Contract with Hanson Professional Services, Inc. for Professional Engineering Services related to the Construction Observation of the Miscellaneous Dam Repair Lake Bloomington & Evergreen Lake in the amount not to exceed \$101,700.00 be approved, and the Interim City Manager 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 Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.

Nays: None.

Motion carried.

- d. A Contract with WM. Masters, Inc. in the amount of \$199,875.00 for the Lake Evergreen Pump Station Electrical Conversion, City Bid No. 2018-33, as requested by the Water Department. *(Recommend the attached Contract with WM. Masters, Inc. be approved as the low bid for the Lake Evergreen Pump Station Electrical Conversion in the amount of \$199,875.00, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

Motion by Alderman Black second by Alderman Painter Council the attached Contract with WM. Masters, Inc. be approved as the low bid for the Lake Evergreen Pump Station Electrical

Conversion in the amount of \$199,875.00, and the Interim City Manager 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 Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.

Nays: None.

Motion carried.

- e. A Contract with George Gildner, Inc., in the amount of \$787,875.00, for the Water Main Replacement at Lake Bloomington (City Bid No. 2018-32), as requested by the Water Department. (Recommend the attached Contract with George Gildner, Inc. be approved as the low bid for the Water Main Replacement at Lake Bloomington in the amount of \$787,875.00, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.)*

Motion by Alderman Black second by Alderman Painter Council the attached Contract with George Gildner, Inc. be approved as the low bid for the Water Main Replacement at Lake Bloomington in the amount of \$787,875.00, and the Interim City Manager 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 Mathy, Sage, Mwilambwe, Buragas, Black, Painter, Hauman, Bray, and Schmidt.

Nays: None.

Motion carried.

- f. Consideration of a Resolution approving a Change Order to Purchase Order #20180051-00 with Ferguson Enterprises in the amount of \$35,000.00 for the FY 2018 Water Meter Installation Program as requested by the Water Department. (Recommend the attached Resolution authorizing a Change Order in the amount of \$35,000.00 to Purchase Order #20180051-00 with Ferguson Enterprises and that the purchase of Neptune Water Meters and Accessories be approved, and the Mayor and City Clerk be authorized to execute the Resolution.)*

RESOLUTION NO. 2018 – 24

A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$35,000.00 TO PURCHASE ORDER #20180051 WITH FERGUSON ENTERPRISES AND THE PURCHASE OF NEPTUNE WATER METERS AND ACCESSORIES

Motion by Alderman Black second by Alderman Painter Council the attached Resolution authorizing a Change Order in the amount of \$35,000.00 to Purchase Order #20180051-00 with

Ferguson Enterprises and that the purchase of Neptune Water Meters and Accessories be approved, and the Mayor and City Clerk be authorized to execute the Resolution.

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

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

Nays: None.

Motion carried.

City Manager's Discussion

Mr. Rasmussen had no further comments to offer.

Mayor's Discussion

Mayor Renner stated, he did wish to thank the staff and IT for all their help during Mayor's Open House in assisting with the video last Friday. Though it was a small core group, they had some very good discussions. That some people brought readings themselves to share, and we still had a little bit of time for potholes. He also thanked Scott Sprouls for helping him to get back in and getting my keys. He also thanked Mr. Rasmussen for attending the Town Hall Meeting Mayor's Open House, and helping to solve a couple of problems toward the end. You know, I do very much appreciate that, and at this point, I will turn over to council.

City Aldermen's Discussion

Alderwoman Hauman thanked Mr. Tetzloff for revamping the gazebo at Rollingbrook Park. She congratulated Alderman Buragas on her achieving being recognized as a resizing star by her professional organization. She recognized two of the police officers for participating in the wheelchair basketball game on Saturday for a live show. She also thanked Mr. Rasmussen and the Finance Department for helping us through 2019 fiscal year budget.

Alderwoman Bray thanked the staff in the IT department for providing a new Alderman table in the office here as well as the printer. She really appreciated the time that it took to provide that to the office.

Adjournment

Motion by Alderman Black seconded by Alderman Bray adjourning the meeting. Meeting adjourned at 8:34 p.m.

Motion carried. (Viva Voce)

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry L. Lawson, City Clerk



CONSENT AGENDA ITEM: 8B

FOR COUNCIL: April 23, 2018

SUBJECT: Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$6,710,752.60.

RECOMMENDATION/MOTION: The Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$6,710,752.60, 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 \$6,710,752.60 (Payroll total \$2,713,778.20, Accounts Payable total \$1,818,439.04, Procurement Card Purchases total \$166,883.21, and Electronic Transfers total \$2,011,652.15).

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Accounts Payable

Reviewed by: Scott Rathbun, Sr. Budget Manager

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, Procurement Card Purchases, and Electronic Transfers on file in the Clerk's office. Also available at www.cityblm.org.
- Summary Sheet Bills, Payroll, Procurement Card Purchases, and Electronic Transfers

CITY OF BLOOMINGTON FINANCE REPORT

Council of April 23, 2018

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
4/6/2018	\$ 219,323.87	\$ 78,139.63	\$ 297,463.50
4/12/2018	\$ 1,501,440.16	\$ 380,703.21	\$ 1,882,143.37
4/13/2018	\$ 222,619.01	\$ 78,301.94	\$ 300,920.95
4/6/2018-4/10/2018 Off Cycle Adjustments	\$ 198,744.24	\$ 34,506.14	\$ 233,250.38
PAYROLL GRAND TOTAL			\$ 2,713,778.20

ACCOUNTS PAYABLE

Date	Bank	Total
4/23/2018	AP General	\$ 1,738,354.65
4/23/2018	AP Comm Devel	\$ 29,949.79
4/23/2018	AP IHDA	\$ 80.00
4/23/2018	AP Library	\$ 47,912.76
	AP MFT	
	Off Cycle Check Runs	
4/13/2018-4/17/2018		\$ 2,141.84
AP GRAND TOTAL		\$ 1,818,439.04

PCARDS

Date Range	Total
3/1/2018-3/31/2018	\$ 166,883.21
PCARD GRAND TOTAL	
\$ 166,883.21	

WIRES

Date Range	Total
3/12/2018-4/9/2018	\$ 2,011,652.15
WIRE GRAND TOTAL	
\$ 2,011,652.15	

TOTAL			\$ 6,710,752.60
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Respectfully,

Patti-Lynn Silva
Finance Director



CONSENT AGENDA ITEM NO. 8C

FOR COUNCIL: April 23, 2018

SUBJECT: Consideration of Approving Reappointments to Various Boards and Commissions.

RECOMMENDATION/MOTION: John Hanson be reappointed to the Airport Authority Board; Robert Bradley and William Gudeman be reappointed to the Citizens' Beautification Committee; Scott Koets and Jesse Smart be reappointed to the Cultural District Commission; Ann Bailen be reappointed to the Historic Preservation Commission; Anthony Jones be reappointed to the Human Relations Board; Noha Shawki and Catrina Murphy be reappointed to the Bloomington-Normal Sister City Committee (Japan); Dianne Hollister, Matt Watchinski, and Susan Mohr be reappointed to the Library Board of Trustees; Eric Penn and Megan Headean be reappointed to the Planning Commission; William Bennett and Surena Fish be reappointed to the Public Safety and Community Relations Board; and Angie Ballantini and Reenie Bradley be reappointed to the Transportation Commission.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

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

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

Airport Authority Board. John Hanson to the Airport Authority Board. John served the remaining three years of previous member Aaron Quick's term and is being reappointed to an additional five-year term. His second term will be effective 5-1-18 and will expire 4-30-23. Application is on file in the Administration Office.

Citizens' Beautification Committee. Robert Bradley to the Citizens' Beautification Committee. Robert served the remaining one year of previous member Patricia Morin's term and is being reappointed to an additional three-year term. His second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

William Gudeman to the Citizens' Beautification Committee. William served one month of previous member Mark Larsen's term and is being reappointed to a three-year term. His new term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Cultural District Commission. Scott Koets to the Cultural District Commission. Scott served the remaining two years of previous member Sherry Galbreath's term and is being reappointed to an additional three-year term. His second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Jesse Smart to the Cultural District Commission. Jesse served the remaining two years of previous member Kiasha Henry's term and is being reappointed to an additional three-year term. His second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Historic Preservation Commission. Ann Bailen to the Historic Preservation Commission. Ann completed her first three-year term and is being reappointed to an additional three-year term. Her second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Human Relations Board. Anthony Jones to the Human Relations Board. Anthony served the remaining two years of previous member Leslie Clay's term and is being reappointed to an additional three-year term. His second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Bloomington-Normal Sister City Committee (Japan). Noha Shawki to the Bloomington-Normal Sister City Committee (Japan). Noha completed her first three-year term and is being reappointed to an additional three-year term. Her second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Catrina Murphy to the Bloomington-Normal Sister City Committee (Japan). Catrina served the remaining year of previous member Rich Strle's term (2014-2015) as well as completed her first full three-year term (2015-2018). She is being reappointed to an additional three-year term. This will be Catrina's final term which will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Library Board of Trustees. Dianne Hollister to the Library Board of Trustees. Dianne served the remaining one year of previous member Carol Koos' term and is being reappointed to an additional three-year term. Her second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Matt Watchinski to the Library Board of Trustees. Matt served the remaining three months of previous member Michael Raikes' term and is being reappointed to an additional three-year term. His second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Susan Mohr to the Library Board of Trustees. Susan served the remaining one year of previous member Robert Porter's term and is being reappointed to an additional three-year term. Her second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Planning Commission. Eric Penn to the Planning Commission. Eric served the remaining two years of previous member Josh Barnett's term and is being reappointed to an additional three-year term. His second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Megan Headean to the Planning Commission. Megan completed her first three-year term and is being reappointed to an additional three-year term. Her second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Public Safety and Community Relations Board. William Bennett to the Public Safety and Community Relations Board. William has served on the Board for six months since its inception and is being reappointed to a full three-year term. His second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Surena Fish to the Public Safety and Community Relations Board. Surena has served on the Board for six months since its inception and is being reappointed to a full three-year term. Her second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Transportation Commission. Angie Ballantini to the Transportation Commission. Angie has served on the Board for nearly nine months since its inception and is being reappointed to a full three-year term. Her second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

Reenie Bradley to the Transportation Commission. Reenie has served on the Board for nearly nine months since its inception and is being reappointed to a full three-year term. Her second term will be effective 5-1-18 and will expire 4-30-21. Application is on file in the Administration Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Assistant

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Roster

Airport Authority Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward	App. By									
x	reappointed	John	Hanson	04/30/18	01/12/15	2015	8	Bloomington									
x		Jay	Groves	04/30/22	04/24/17	2017	3	Bloomington									
		Alan	Sender	04/30/22	03/06/17	Jan. 2008		Normal									
		Steve	Denault	04/30/18	09/01/16*	Sept. 2016		Board appt.									
	Vice Chair	J. Jay	Allen	04/30/21	05/28/16	May-06		Board appt.									
		Beth	Whisman	04/30/19	05/28/14	May-14		Normal									
		Colleen	Kannaday	04/30/20	03/17/15	May-15		Board Appt.									
	Executive Dir	Carl	Olson						carl@cira.com	CIRA, 3201 CIRA Drive	Bloomington	61704					

Details:
 Term: 5 years
 Term Limit per City Code: None
 Members: 7
 Number of members the Mayor appoints: 2 (in gray above)
 Type: Multi-Jurisdictional
 City Code:
 Required by State Statute: Yes (Airport Authorities Act 70 ILCS 5/)
 Intergovernmental Agreements:
 Funding budgeted from COB for FY2014:
 Meetings: 2nd Tuesday of each month at 4:30pm - Airport Conference Room

Number of Vacancies: 0
 Number of Expired Board Members (Blm Appointments only): 1
 Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes:

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward										
x	resigned 6-13-17	Laurel	Schumacher	04/30/18	2015	05/11/15	9										
x	Chair	Robin	VanDermay	04/30/20	2014	03/27/17	3										
x		Patricia	Marion	04/30/20	2014	03/27/17	4										
x		Holly	Sellers	04/30/19	2018	02/12/18	5										
x	on Transportation	Elizabeth	Kooba	04/30/19	2017	05/08/17	8										
x	Reapplied	Robert	Bradley	04/30/18	2017	05/22/17	9										
x		Debbie	Hanchett	04/30/18	2017	06/26/17	4										
x		Amanda	Weissgerber	04/30/19	2016	06/27/16	4										
x		Valerie	Dumser	04/30/19	2012	06/13/16	7										
x		Adriane	Powell	04/30/19	2018	03/12/18	4										
x		Erica	Larkin	04/30/20	2013	05/22/17	1										
x	Reapplied	William	Gudeman	04/30/18	2018	03/12/18	5										
	Ex-Officio	Jan	Lauderman														
	Ex-Officio	Stan	Cain														
	Staff	Robert	Moews														434-2280
	Staff	David	Lamb														434-2280

Details:
 Term: 3 years (4 years prior to 5/1/2014)
 Term Limit per City Code: 3 terms/9 years
 Members: 12 members, 1 ex-officio member
 Number of members the Mayor appoints: 12
 Type: Internal
 City Code: 1973-32, Chapter 2, Section 72
 Required by State Statute: No
 Intergovernmental Agreements:
 Funding budgeted from COB for FY2014:
 Meetings: 3rd Thursday of each month at 6:00 pm - BPD Osborn Room

Number of Vacancies: 3
 Number of Expired Board Members (Blm Appointments only): 4
 Number of Expired Board Members Eligible for Reappointment: 3

Appointment/Reappointment Notes:

Cultural District Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date											
x		Ryan	Huette	04/30/18	2015	05/11/15											
x		Angelique	Racki	04/30/20	2016	03/27/17											
x		Tricia	Stiller	04/30/19	2015	10/24/16											
x	Chair	Kellie	Williams	04/30/19	2016	11/14/16											
x	Reapplied	Scott	Koets	04/30/18	2016	11/28/16											
x		Emily	Vigneri	04/30/18	2016	12/19/16											
x		Nikita	Richards	04/30/19	2016	11/28/16											
x		Ronald	Crick	04/30/19	2017	05/22/17											
x		Julia	Cozad-Callighan	04/30/18	2018	03/26/18											
x		Carole	Ringer	04/30/19	2010	03/28/16											
x	Rsgnd 4/4/18	Loreto	Delgado III	04/30/20	2017	05/22/17											
x	Chair/rsgnd 9-	Vicki Lynn	Tilton	04/30/18	2012	02/23/15											
x	Reapplied	Jesse	Smart	04/30/18	2016	12/19/2016											
x		Jamie	Mathy	04/30/20	2014	06/12/17											
	Staff	Jay	Tetzloff														434-2825
	Staff	Tricia	Stiller														434-2764
	Staff																434-2785

Details:
 Term: 3 years
 Term Limit per City Code: 3 terms/9 years
 Members: 14 members
 Number of members the Mayor appoints: 14
 Type: Internal
 City Code: Chapter 2, Section 81
 Required by State Statute: No
 Intergovernmental Agreements: None
 Funding budgeted from COB for FY2014: None
 Meetings: 2nd and 4th Thurs of each month at 7:30 am - Creativity Center Conference Room

Number of Vacancies: 2
 Number of Expired Board Members (Blm Appointments only): 5
 Number of Expired Board Members Eligible for Reappointment: 5

Appointment/Reappointment Notes:

Historic Preservation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward								
x	reappointed	Ann	Bailen	04/30/18	2015	04/13/15	4								
x		Levi	Sturgeon	04/30/20	2014	03/13/17	3								
x		Georgene	Chissell	04/30/20	2017	11/13/17	2								
x	Vice Chair	Lea	Cline	04/30/20	2016	03/13/17	6								
x		John	Elerich	04/30/20	2009	03/27/17	6								
x	Architect	Paul	Scharnett	04/30/20	2017	11/13/17	6								
x	Chair	Sherry	Graehling	04/30/19	2012	03/28/16	4								
	Staff	Katie	Simpson						109 E Olive St	Bloomington	61701				

Details:

Term: 3 years (4 years prior to 5/1/2014)
 Term Limit per City Code: 3 terms/9 years
 Members: 7 members
 Number of members the Mayor appoints: 7
 Type: Internal
 City Code:
 Required by State Statute: No
 Intergovernmental Agreements:
 Funding budgeted from COB for FY2014:
 Meetings: 3rd Thurs of each month at 5:00pm - Blm Council Chambers

Number of Vacancies: 0
 Number of Expired Board Members (Blm Appointments only): 1
 Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes:

Human Relations Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward								
x		Kiranmayi (Kiran)	Konam	04/30/20	2014	03/27/17	8								
x		CoTinna	Harris	04/30/20	2017	07/24/17	4								
x		Gary	McGinnis	04/30/20	2018	02/26/18	8								
x	reapplied	Anthony	Jones	04/30/18	2016	10/10/16	4								
x	Chair	Rhonda	Smith	04/30/20	2011	03/27/17	3								
x		Suresh	Krishna	04/30/19	2013	03/28/16	8								
x		Janet	Lancaster	04/30/19	2013	03/28/16	6								
	Staff	Michael	Hurt						109 E. Olive St	Bloomington	61701		434-2468		
	Staff	Nicole	Albertson						nalbertson@cityblm.org						

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 7

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 2nd Wed of each month at 6:00pm - Council Chambers

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 1

Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes:

Japanese Sister City Committee

BIm Mayor Appointed	Staff/Chair	FirstName	LastName	Expiration	Year First Appt	Appointment Date	Ward							
x		Robert	Harrison	04/30/20	2014	03/13/17	9							
x		Steven	Campbell	04/30/20	2014	03/13/17	7							
x		Teodora	Amoloza	04/30/19	2013	03/28/16	8							
x		Ken	Ota	04/30/19	2016	03/28/16	2							
x		Kyle	Silver	04/30/20	2016	03/27/17	5							
x		Tara	Desmond	04/30/20	2017	06/26/17	9							
x		Sanae	Ferrier	04/30/19	2010	03/14/16	3							
x		Gindy	Hansen	04/30/18	2009	07/13/15								
x	reappointed	Noha	Shawki	04/30/18	2015	04/13/15	4							
x	reappointed	Gattina	Murphy	04/30/18	2014	05/11/15	1							
	Chair	Darren	Sampson											
		Toyoka	Nishihara											

Details:
 Term: 3 years
 Term Limit per City Code: 3 terms/9 years
 Members: 20 members
 Number of members the Mayor appoints: 10 (10 appointed by Normal)
 Type: Multi-Jurisdictional
 City Code:
 Required by State Statute: No
 Intergovernmental Agreements:
 Funding budgeted from COB for FY2014:
 Meetings: 1st Monday of each month, 6:30pm in the CIRA Community Room

Number of Vacancies: 1
 Number of Expired Board Members (BIm Appointments only): 3

Appointment/Reappointment Notes:

Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward								
x	President	Alex	Cardona	04/30/20	2015	3/13/17	8								
x		Alicia	Whitworth	04/30/20	2016	3/27/17	3								
x		Van	Miller	04/30/19	2015	4/25/16	7								
x	reapplied	Dianne	Hollister	04/30/18	2017	3/27/17	4								
x	reapplied	Matthew	Watchinski	04/30/18	2018	1/22/18	6								
x		Julian	Westerhout	04/30/19	2015	3/28/16	4								
x		Kiasha	Henry	04/30/20	2017	5/8/17	6								
x	reapplied	Susan	Mohr	04/30/18	2017	5/8/17	8								
x		Alicia	Henry	04/30/19	2016	4/25/16	7								
	Staff	Jeanne	Hamilton					jeanneh@bloomingtonlibrary.org						557-8901	

Details:
 Term: 3 years
 Term Limit per City Code: 3 terms/9 years
 Members: 9 members
 Number of members the Mayor appoints: 9
 Type: Internal
 City Code: Chapter 25, Section 3, Section 7
 Required by State Statute: Yes
 Intergovernmental Agreements:
 Funding budgeted from COB for FY2014:
 Meetings: 3rd Tues of each month at 5:30 pm - William C. Wetzel Reading Room
 Number of Vacancies: 0
 Number of Expired Board Members (Blm Appointments only): 3
 Number of Expired Board Members Eligible for Reappointment: 3

Appointment/Reappointment Notes:

Planning Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward										
x	Southeast	Eric	Penn (reappd)	04/30/18	2016	09/12/16	1										
x	Southeast	J. Alan	Balmer	04/30/18	2011	04/13/15	3										
X	Southeast	David	Stanczak	04/30/19	2012	03/28/16	8										
x	Southeast	Thomas	Krieger	04/30/20	2017	11/27/17	5										
x	Southeast	Megan	Headean (reappd)	04/30/18	2015	04/13/15	1										
x	Northeast	Mark	Muehleck	04/30/20	2017	10/23/17	9										
x	Chair/Southwest	Justin	Boyd	04/30/19	2016	05/09/16	6										
x	Northeast	Kevin	Suess	04/30/20	2014	03/27/17	4										
x	Vice Chair/Northeast	John	Protzman	04/30/20	2014	03/13/17	9										
x	Northeast	James	Pearson	04/30/18	2011	04/13/15	9										
	Staff	Katie	Simpson					ksimpson@cityblm.org	115 E Washington St	Bloomington	61701		434-2341				
	Staff	Izzy	Rivera					invera@cityblm.org	115 E Washington St	Bloomington	61701		434-2448				

Details:Term: 3 years (4 years prior to 5/1/2014)
 Term Limit per City Code: 3 terms/9 years
 Members: 10 members
 Number of members the Mayor appoints: 10
 Type: Internal
 City Code:
 Required by State Statute: No
 Intergovernmental Agreements: None
 Funding budgeted from COB for FY2014: None
 Meetings: 2nd and 4th Wed of each month at 4:00pm - Council Chambers

Number of Vacancies: 0
 Number of Expired Board Members (Blm Appointments only): 4
 Number of Expired Board Member Eligible for Reappointment: 2
Appointment/Reappointment Notes:

Public Safety and Community Relations Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward								
x	reapplied	William	Bennett	04/30/18	2017	10/23/17	3								
x		Robert	Bosquez	04/30/20	2017	10/23/17	7								
x	reapplied	Surena	Fish	04/30/18	2017	10/23/17	6								
x		Janet	Lancaster	04/30/20	2017	10/23/17	1								
x		Sally	Rudolph	04/30/20	2017	10/23/17	1								
x		Arthur	Taylor	04/30/19	2017	10/23/17	8								
x		Jeffery	Woodard	04/30/19	2017	10/23/17	9								
	Staff	Nora	Dukowitz					ndukowitz@cityblm.org	109 E Olive St	Bloomington	61701				
	Staff	Clay	Wheeler					cwheeler@cityblm.org	109 E Olive St	Bloomington	61701				

Details:

Term: 3 years
 Term Limit per City Code: 3 terms/9 years
 Members: 7 members
 Number of members the Mayor appoints: 7
 Type: Internal
 City Code: Ordinance 2017-57; Chapter 35, Article IV
 Required by State Statute: No
 Intergovernmental Agreements: None
 Meetings: 2nd Wednesday of each month at 3:30pm - BPD Osborn Room

Number of Vacancies: 0
 Number of Expired Board Members: 2
 Number of Expired Board Members Eligible for Reappointment: 2

Appointment/Reappointment Notes: Commission formed 7-24-17

Transportation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward								
x		Michael	Gorman	04/30/20	2017	08/14/17	4								
x		Katherine	Browne	04/30/19	2017	08/14/17	5								
x	reapplied	Angela	Ballantini	04/30/18	2017	08/14/17	7								
x		Elizabeth	Kooba	04/30/19	2017	08/14/17	8								
x	reapplied	Maureen (Reenie)	Bradley	04/30/18	2017	08/14/17	3								
x		Jill	Blair	04/30/20	2017	08/14/17	8								
x		Kelly	Rumley	04/30/20	2017	08/14/17	5								
	Staff	Phil	Allyn	Traffic Engineer					109 E Olive St	Bloomington	61701				

Details:Ba

Term: 3 years
 Term Limit per City Code: 3 terms/9 years
 Members: 7 members
 Number of members the Mayor appoints: 7
 Type: Internal
 City Code: Ordinance 2017-49; Chapter 29, Section 300, Article XXVIII
 Required by State Statute: No
 Intergovernmental Agreements: None
 Funding budgeted from COB for FY2014:
 Meetings: 3rd Tuesday of each month, 4pm, Council Chambers

Number of Vacancies: 0
 Number of Expired Board Members: 2
 Number of Expired Board Members Eligible for Reappointment: 2

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



CONSENT AGENDA ITEM NO. 8D

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Contract and Unit Prices with George Gildner, Inc. in an amount up to \$153,000.00 for the FY 2019 Grading and Seeding Contract (Bid #2018-43), as requested by the Public Works Department.

RECOMMENDATION/MOTION: A Contract and Unit Prices with George Gildner, Inc. for the FY 2019 Grading and Seeding Bid (#2018-43) in an amount up to \$153,000.00 be approved, 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: This Contract includes grading, shaping, seeding, fertilizer application, erosion control installation and other related work on City owned properties. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the FY 2019 Grading and Seeding contract is \$153,000.00.

Bids for the FY 2019 Grading and Seeding contract were received until 2:00 p.m. Thursday, April 5, 2018, in the office of the City Clerk. Four bids were received and opened in the Legal Conference Room. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

	(Bid)
George Gildner, Inc.	\$ 121,750.00 Low Bid
Stark Excavating, Inc.	\$ 139,200.00
Hoerr Construction, Inc.	\$ 165,400.00
Rowe Construction, Inc.	\$ 151,600.00
	(Budget)
Storm Water	\$ 50,000.00
Sanitary Sewer	\$ 103,000.00
Total Budget	\$ 153,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 22, and a pre-bid meeting was held at 2:00 PM on March 27, 2018, in the Public Works Department Conference Room.

FINANCIAL IMPACT: Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds and Capital Improvement Proposed". The page numbers follow the specific accounts and dollar amounts listed below:

Sanitary Sewer - Repair Maint. Infrastructure (51101100-70580)	\$103,000 page 103
Storm Water - Repair Maint. Infrastructure (53103100-70580)	\$50,000 page 109
Total Contract Award: \$153,000	

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, CE 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: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 9B BID TABULATION FY2019 Grading & Seeding
- 9C CONTRACT FY2019 Grading & Seeding

CITY OF BLOOMINGTON
FY2019 GRADING & SEEDING
 PROJECT NO. CITY # 50-21-53019-19-00
 CITY BID NO. 2018-43

Bid Opening Date: 4/5/2018 Attended By: Carla Murillo
 Bid Opening Time: 2:00 PM Misty Shafer
 PREPARED BY: Ward Snarr Ward Snarr
 Amanda Mohan

2019 Budget

LOW BID

LABOR / ITEM	2019 Budget		ENGINEERS ESTIMATE		George Gildner, Inc.		Stark Excavating, Inc.		Rowe Construction		Hoerr Construction, Inc.	
	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
LABORER	HR	1000	\$75.00	\$75,000.00	\$78.00	\$78,000.00	\$70.00	\$70,000.00	\$76.00	\$76,000.00	\$101.00	\$101,000.00
OPERATING ENGINEER	HR	500	\$85.00	\$42,500.00	\$70.00	\$35,000.00	\$89.40	\$44,700.00	\$98.00	\$49,000.00	\$105.00	\$52,500.00
TRUCK DRIVER	HR	350	\$65.00	\$22,750.00	\$25.00	\$8,750.00	\$70.00	\$24,500.00	\$76.00	\$26,600.00	\$34.00	\$11,900.00
TOTAL				\$140,250.00		\$121,750.00		\$139,200.00		\$151,600.00		\$165,400.00

AGREEMENT

THIS AGREEMENT, Made and entered into this **23rd day of April, 2018**, by and between, **George Gildner, 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 **March 22, 2018**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2019 GRADING & SEEDING** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Thursday, April 5, 2018** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2019 GRADING & SEEDING** 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 **FY2019 GRADING & SEEDING** 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 **\$153,000.00** 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 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 City Manager, 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: Cherry Lawson

CITY OF BLOOMINGTON

By: _____
Interim City Manager: Steve Rasmussen

WITNESS:

CONTRACTOR (Seal)



CONSENT AGENDA ITEM NO. 8E

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Contract, effective on May 1, 2018, with Midwest Fiber, Inc. for Single Stream Recycling Services (RFP #2018-49) as requested by the Public Works Department.

RECOMMENDATION/MOTION: A Contract with Midwest Fiber, Inc. for Single Stream Recycling Services (RFP #2018-49) be approved, effective on May 1, 2018, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services; Objective 1d. City services delivered in the most cost-effective, efficient manner; Objective 5a. Well-planned City with necessary services and infrastructure; Objective 5b. City decisions consistent with plans and policies; Objective 5c. Incorporation of “Green Sustainable” concepts into City’s development and plans

BACKGROUND: City staff is recommending the approval of a contract with Midwest Fiber, Inc. for single stream recycling services in the City of Bloomington in the amount of seventy-seven dollars and fifty cents (\$77.50) per ton in the first year, with subsequent annual pricing increases (see below).

The Public Works Department prepared the Single Stream proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:00PM Monday, April 9, 2018, in the office of the City Clerk. One (1) bid was received and opened.

Contractor	RFP Amount (RFP # 2018-49)
Midwest Fiber Recycling, Inc.	\$77.50 per ton

Public Works did not receive any other bids.

Following review of the submitted bids for single stream recycling, Staff recommends a five-year contract with the following pricing terms:

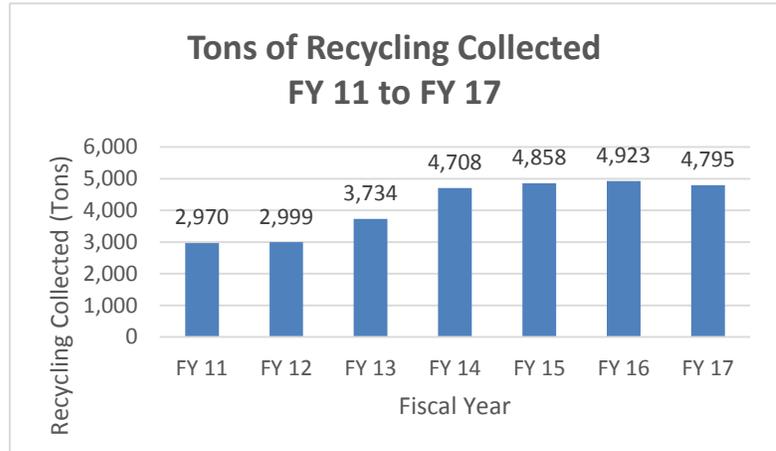
In Year 1 of the contract, processing per ton will begin at seventy-seven dollars and fifty cents (\$77.50) due to current annual tonnage (see below table), with three percent (3%) increase annually with a revenue sharing of the material value when single stream value is over the processing rate. The sharing percentage is 75 percent (75%) of the value over the processing rate would go to the

City. Twenty-five percent (25%) would go back to Midwest Fiber Recycling, Inc. An annual increase of three percent (3%) per year applies on January 1 on each calendar year.

Processing Fee Table

<u>Annual Tons</u>	<u>Adjusted processing rate per ton</u>
7,500 tons or more	\$74.00 per ton
6,000 tons or more	\$75.75 per ton
4,500 tons or more	\$77.50 per ton
3,000 tons or more	\$79.25 per ton
1,500 tons or more	\$81.00 per ton

Midwest Fiber Recycling, Inc. is a regional company with a single stream Materials Recovery Facility in west Normal that is used by both Bloomington and Normal for recycling processing. The company has proven to be an extremely reliable partner. Midwest has a nearly new facility on White Oak Road that provides quality and convenience of location that makes doing business with Midwest so favorable for the City.



The firm, with its single stream capability, has partnered with the City as it has significantly increased its volume of recyclables and diverted recyclables from the household waste stream and landfilling. Solid Waste Program users recycled 4,795 tons in FY 17.

On April 27, 2015, the Council approved a three (3) year contract with Midwest Fiber, Inc., with an option of a two-year extension after that if the parties mutually agree. The contract commenced May 1, 2015 and ends April 30, 2018.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the FY 2019 Budget includes \$154,500 under Solid Waste-Recycling Transfer account (54404400-70667) to cover this expenditure. Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement Proposed” on page 115.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: Goal NE-5 Provide more efficient and sustainable municipal solid waste management

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY
CONSTRUCTION: N/A**

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

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

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

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 12C MATERIAL SUPPLY AGREEMENT Single Stream Recycling 20180423
- 12D Bid Form Single Stream Recycling
- 12E RFP TERM CONTRACT

SINGLE STREAM RECYCLING MATERIAL SUPPLY AGREEMENT

This Agreement is dated _____ and is between:

City of Bloomington
109 E. Olive St.
Bloomington, IL 61701
Tel: 309-434-2225

and

Midwest Fiber, Inc., an Illinois corporation ("Midwest")
422 S. White Oak Road
Normal, IL 61761

Tel: 309-452-0064

The parties agree as follows:

1. Definitions:
 - (a) "Material" means all single stream recyclable material that meets the quality requirements of Section 6 and fully described in Exhibit B.
 - (b) "Residuals" means non-recyclable items mistakenly believed to be recyclable by consumers and placed into collected recycling bins, where such items do not pose any adverse effect to human health or the environment.
 - (c) "Non-Acceptable Materials" means any municipal putrescible waste, yard waste, hazardous waste, medical waste, electronic waste or any other hazardous materials or substances.
 - (d) "Term" means the period that this Agreement is in effect.
 - (e) "Supplier" means City of Bloomington.
 - (f) "Holidays" means Christmas Day.
2. Supply of Material. During the Term, Supplier shall sell and deliver to Midwest and Midwest shall accept and purchase from Supplier the Material generated by Supplier. Supplier makes no guarantee to Midwest that a certain volume of the Material shall be sold and delivered to Midwest by Supplier during the term of this Agreement.
3. Price. The price for the Material shall be as stated in Exhibit A. Applicable weights shall be determined by Midwest based on receiving weight receipts, subject to adjustment under Section 6 for nonconforming Material.

4. Delivery. Supplier shall deliver the Material to Midwest's location at 422 S. White Oak Rd, Normal, IL. Title to the Material shall pass to Midwest upon acceptance by Midwest, subject to Midwest's right of rejection under Section 6. Supplier's vehicles shall be unloaded expeditiously by Midwest. For weeks with Holidays, Midwest shall coordinate with Supplier additional offloading hours at its Normal, Illinois, location. The additional hours may be extended operating hours or Saturday hours. The recycle center shall be open from 6:30am to 3:00pm for the receipt of the City's acceptable recycling material (with the exception of Christmas Day).

5. Payment. For Material delivered during a calendar month, Midwest shall pay Supplier, or Supplier shall pay Midwest, as the case may be, the price due under Section 3, thirty (30) days from date of invoice submission by Supplier to Midwest of weight ticket copies. Interest will be charged on all amounts not paid when due at a rate of two percent (2%) per month.

6. Quality.

(a) Commingled/Single Stream Material: Supplier agrees to use reasonable efforts to collect, receive and deliver Single Stream Material and to prevent the collection and delivery of excess Residuals and Non-Acceptable Materials. Residuals and Non-Acceptable Materials shall not exceed 9% by weight of delivered Material.

(c) Midwest has no obligation to accept or purchase Material that does not meet the standards of this Section 6. Supplier shall remain fully responsible for the proper handling and disposal of any Non-Acceptable Materials and shall indemnify Midwest against all costs, and expenses (except for fines) relating to the proper handling and disposal of any Non-Acceptable Materials. All quality issues shall be handled in accordance with general industry procedures. If Midwest's inspection of Material, either at time of delivery or prior to processing, discloses any nonconformity with this Section 6, the Material may be rejected by weight adjustment or by the entire shipment at Midwest's election, or downgraded in value accordingly by Midwest. If Midwest discovers any nonconformity with this Section 6, it shall immediately notify Supplier via telephone or email of such nonconformity by calling or emailing the Director of Public Works. In addition, Midwest shall document any such nonconformity, for example by taking photographs of such Non-Acceptable Material.

7. Term. This Agreement is for an initial term beginning May 1, 2018, and ending April 30, 2023. During an extended term of this Agreement, all of the terms and conditions of this Agreement, shall remain the same and continue in full force and effect.

8. Confidentiality. Confidential information disclosed by a party to the other party, including volumes and pricing of the Material purchased by Midwest under this Agreement, shall be held in strict confidence and not communicated to any third person, except as provided by law.

9. Indemnification for Third Party Claims. Each party (the "Indemnifying Party") agrees to indemnify and hold harmless the other party and its parent company, affiliates, subsidiaries, agents, employees, officers, directors, successors, and assigns (the "Indemnified Party") from and against any and all claims, demands, judgments, assessments, damages, fines, penalties, costs, expenses, liabilities, or losses, including but not limited to sums paid in settlement of claims, attorneys' fees, consultant fees, and expert fees, incurred or suffered by or claimed against the Indemnified Party by reason of a third party claim for personal injury or property damage alleged to have been caused by the Indemnifying Party's negligence or willful misconduct in its performance of this Agreement or in the operation of its business, except to the extent that such personal injury or property damage is caused by negligence or willful misconduct of the Indemnified Party. This provision shall survive any termination of this Agreement.

10. Default. A party shall be in default under this Agreement if it: (a) fails to cure a monetary breach within fifteen (15) calendar days after written notice of default; or (b) fails to cure a non-monetary breach within thirty (30) calendar days after written notice of default. In the event of default, the non-defaulting party, in addition to any other remedies, may terminate this Agreement without further notice or liability, except that any such termination shall not affect rights or obligations accrued or owed prior to effective date of termination.

11. Limitation of Liability. Midwest and Supplier waive all claims against each other (and against each other's parent company, affiliates and subsidiaries and their respective members shareholders, officers, directors agents and employees) for any consequential, incidental, indirect, special, exemplary or punitive damages (including loss of actual or anticipated profits, revenues or product loss by reason of shutdown or non-operation; increased expense of operation, borrowing or financing; loss of use or productivity; or increased cost of capital) arising out of this Agreement ; and regardless of whether any such claim arises out of breach of contract or warranty, tort, product liability, strict liability or any other legal theory.

12. Notices. Any notice required by the terms of this Agreement, other than a notice of nonconformity under Section 6, shall be given in writing, whether by actual delivery of the notice to the party thereunto entitled, or by the mailing of the notice in the United States mail, first class postage prepaid, to the address of the party entitled thereto, certified mail, return receipt requested. The notice shall be deemed to be received on the date of its actual receipt, if delivered by hand, and on the date of its mailing, if delivered by mail. All notices, demands or other communications to any of the other parties to this Agreement shall be addressed as follows:

Midwest:

Midwest Fiber, Inc.
422 S. White Oak Road
Normal, Illinois 61761
Attention: Todd Shumaker

Supplier:

City of Bloomington
109 E. Olive St
Bloomington, Il 61701

The address of any party hereto may be changed by notice to the other party duly served in accordance with the provisions hereof.

13. Excused Non-Performance. Neither party shall be liable to the other for failure to carry out this Agreement in whole or in part when such failure is due to strikes, lockouts, other labor problems, fires, floods, earthquakes, severe weather conditions, other Acts of God, freight embargoes, transportation delays, governmental or administrative prohibitions, riots, acts of public enemies, terrorism, or other causes beyond the control of the parties.

14. Compliance with Law. Each party shall comply and cause each of its employees, agents, and subcontractors to comply with all applicable laws pertaining to its performance of this Agreement.

15. Authority. Each party, and each individual signing on behalf of each party, represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further corporate approvals or consents are required to bind such party.

16. Restrictive Covenants.

(a) During the term of this Agreement, Midwest and Supplier shall not, either directly or indirectly, induce or attempt to induce any employees of the other to leave the employment of the other; and

17. Modification. This Agreement may not be amended or modified except in writing signed by the parties.

18. Waiver. Any failure by a party to enforce any right or remedy on default by the other party shall not impair the ability to enforce such right or remedy as to subsequent defaults or be construed as a waiver. Either party's consent to or approval of any act by the other shall not be deemed to waive or render unnecessary the requirement of consent or approval of any subsequent act by either party.

19. Midwest Warranties. Midwest warrants to Supplier that:

(a) The transfer and processing of the Material will be performed in full compliance with all Federal, State and local laws, rules, regulations and ordinances.

- (b) Midwest has the requisite knowledge and experience necessary to perform the services required under this Agreement.
- (c) The Processing/Receiving/Transfer Locations have been issued all governmental permits, licenses, authorizations and approvals required for the transfer and processing of the Material. Upon request, Midwest will furnish to Supplier copies of permits, licenses, authorizations and approvals in effect relating to the transfer and processing of the Material. If any change occurs to such permits, licenses, authorizations or approvals which materially affects any obligation under this Agreement, Midwest shall promptly notify Supplier.
- (d) Midwest has not received any notice, complaint, or administrative citation ("Notice") alleging that Midwest or the Processing and/or Receiving/ Transfer Locations are in material noncompliance with any applicable Federal, State or local environmental laws, regulations or ordinances, including, but not limited to any notice alleging that there has been a release or threatened release of hazardous substances (as defined in Section 101(14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §§6901 *et seq.*) at the Processing and/or Receiving/Transfer Locations. If Midwest receives such Notice during the term of this Agreement regarding the Processing Location and/or Receiving/Transfer Locations, Midwest shall promptly notify Supplier of such Notice.

20. Supplier Warranties. Supplier warrants to Midwest that:

- (a) Supplier's collection of the Material and transportation of Material to Midwest's site and handling and disposal of Midwest's waste will be performed by Supplier in full compliance with all Federal, State and local laws, rules, regulations and ordinances.
- (b) Supplier has the requisite knowledge and experience necessary to perform the services required under this Agreement.
- (c) Supplier has been issued all governmental permits, licenses, authorizations and approvals required for the collection and transportation of the Material and the landfills listed in Section 7 have issued all governmental permits, licenses, authorizations and approvals required for the disposal of Midwest's waste. Upon request, Supplier will furnish to Midwest copies of such permits, licenses, authorizations and approvals in effect. If any change occurs to such permits, licenses, authorizations or approvals which materially affects any obligation under this Agreement, Supplier shall promptly notify Midwest.
- (d) Supplier has not received any notice, complaint, or administrative citation ("Notice") alleging that Supplier or the landfills listed in Section 7 are in material noncompliance with any applicable Federal, State or local environmental laws,

regulations or ordinances. If Supplier receives such Notice during the term of this Agreement, Midwest shall promptly notify Supplier of such Notice.

21. Insurance. Midwest represents to Supplier and Supplier represents to Midwest that it now carries, and will continue during the term of the Agreement to carry, Worker's Compensation/Employers' Liability Insurance, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance in the following amounts:

<u>COVERAGE</u>	<u>MINIMUM LIMITS OF LIABILITY</u>
Worker's Compensation – Coverage A	Statutory
Employer's Liability – Coverage B	\$1,000,000
Commercial General Liability (including broad form property damage, contractual liability, products/completed operations, and bodily injury)	\$1,000,000 each occurrence
Commercial Automobile Liability (Owned, Hired, and Non-owned Vehicles for both bodily injury and property damage)	\$1,000,000 each occurrence
Umbrella Excess Liability (over and above the Commercial General Liability and Commercial Automobile Liability coverages indicated above)	\$10,000,000 each occurrence

Supplier shall be named as an Additional Insured on Midwest's Commercial General Liability policy and Midwest shall be named as an additional insured on Supplier's Commercial General Liability policy.

Within five (5) days of the execution of this Agreement, each party shall provide the other with Certificates of Insurance showing the existence of the insurance required hereunder, and which contain the following or equivalent clause: "Before cancellation of the insurance policy, thirty (30) days prior written notice thereof shall be given to (name of other party)."

22. Severability. If any provision of this Agreement is held invalid or unenforceable, it shall not affect the validity or enforceability of remainder of this Agreement, and to this end the provisions of this Agreement are declared severable. If such invalidity becomes known or apparent, the parties agree to negotiate promptly in good faith to amend such provisions to be as consistent as possible with the original intent.

23. Integrated Agreement. This Agreement constitutes the entire agreement of the parties regarding its subject matter and supersedes all prior negotiations, representations and understandings.

24. Independent Contractor. Each party is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither party nor anyone employed by it shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of the other party.

Executed as of the date first written above.

Midwest Fiber Recycling, Inc.

City of Bloomington

By: _____

By: _____

Steve Rasmussen

Its: _____

Its: _____

Interim City Manager

Exhibit A

MATERIAL:

<u>SINGLE STREAM MATERIAL: COMPONENT</u>	<u>PERCENTAGE</u>
Steel Cans	2.1%
UBCs	0.9%
HDPE-N	3.5%
HDPE-C	1.3%
PET	1.3%
Plastics #3, #4, #5, #7	1.5%
Glass	17.7%
Newspaper	49.1%
Cardboard	14.7%
RESIDUALS	7.9%

Midwest shall review the PERCENTAGE of each COMPONENT of the MATERIAL on an as needed basis and has the option to revise the PERCENTAGE of each COMPONENT according to the most recent twelve month average experience.

Processing per Ton

In Year 1 of the contract, Processing per ton will begin at seventy-seven dollars and fifty cents (\$77.50) due to current annual tonnage (see below table), with three percent (3%) increase annually with a Revenue Sharing of the material value when single stream value is over the processing rate. The sharing percentage is 75 percent (75%) of the value over the processing rate would go to the City. Twenty-five percent (25%) would go back to Midwest Fiber. An annual increase of three percent (3%) per year applies on January 1 on each calendar year.

Processing Fee Table

<u>Annual Tons</u>	<u>Adjusted processing rate per ton</u>
7,500 tons or more	\$74.00 per ton
6,000 tons or more	\$75.75 per ton
4,500 tons or more	\$77.50 per ton
3,000 tons or more	\$79.25 per ton
1,500 tons or more	\$81.00 per ton

Exhibit B

Material Single Stream

Aluminum Cans, Trays & Foil (trays & foil must be cleaned)
Steel Cans and Tins
PET Soda, Water, & Flavored Beverage Bottles (#1 clear and green plastic resin)
HDPE Milk & Juice Jugs (#2 clear plastic resin)
HDPE Detergent & Fabric Softener Containers (#2 colored plastic resin)
PVC Narrow Neck Containers Only (#3 plastic resin); such as health & beauty aid products, household cleaners.
LDPE Grocery Containers (#4 plastic resin); such as margarine tubs, frozen desert cups, six and twelve pack rings.
PP Grocery Containers (#5 plastic resin); such as yogurt cups, and narrow neck syrup and ketchup bottles.
#7 Plastic Resin Narrow Neck Containers Only.
Plastic Buckets, such as kitty litter containers (5 gallon size maximum).
Glass Bottles and Jars (clear, brown, green, and blue): no window glass, dinnerware or ceramics.

Newspaper, including inserts (remove plastic sleeves)
Cardboard (no waxed cardboard)
Pizza Boxes (free of food waste)
Kraft (brown paper) Bags
Magazines, Catalogs and Telephone Books
Office, Computer, Notebook & Gift Wrap Paper (no metal clips, spirals, binders, or ribbons)
Chipboard (cereal, cake & food mix boxes, gift boxes, etc.)
Carrier Stock (soda & beer can carrying cases)
Junk Mail & Envelopes (no plastic cards, stick on labels or unused stamps)
Paper Back Books (can include hard cover books but remove cover)

Notes:

1. All containers to be emptied and rinsed clean.
2. No motor oil, insecticide, herbicide or hazardous chemical containers.
3. Plastic bags should be returned to grocery or department store.
4. No plastic film (no plastic sheets, tarps or wrap).
5. No expanded foam or clear polystyrene per joint advisory from the Illinois Recycling Association, Illinois Department of Commerce & Community Affairs, and Region 5 US Environmental Protection Agency.

PROPOSAL FORM

RFP #2018-49 Single Stream Recycling

The proposer agrees to contract with the City of Bloomington to provide all necessary services, labor, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. The proposer certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

See Exhibit A Base Model and Exhibit B

Processing Cost per Ton (8.1.1)

\$ Alternate Model

Per Hour Price (3.2.6)

\$ 0

Facility Location (address(es)) (5.1.2.1 B)

422 S. White Oak Rd
Normal, IL 61761

Midwest Fiber Recycling, Inc
Name of Company



Authorized Signature

422 S. White Oak Rd.
Address

Normal IL 61761
City State Zip

309-452-0064
Telephone Number

309-452-9520
Fax Number

tshumaker@midwest-fiber.com
Email Address

3/30/2018
Date

Exhibit A – Pricing Proposal Base Model

RFP #2018-49 pg 23

Processing per ton:

In Year 1 of the contract, Processing per ton will begin at **\$77.50 due to current annual tonnage (see below table), with 3% increase annually – with a Revenue Sharing of the material value when single stream value is over the processing rate.** The sharing percentage is 75% of the value over the processing rate would go to the City. 25% would go back to Midwest Fiber. Annual increase of 3% per year applies on January 1 on each calendar year.

For Example: If single stream value calculates to \$80/ton.

City is charged \$77.50 per ton. The value then of single stream over the processing is \$2.50 per ton. The city would get 75% of that for revenue of \$1.87 per ton to the City. If the City does 400 tons that month, that is additional revenue of \$750.

NOTE: This pricing does not include the additional cost if the City requires Errors and Omissions Insurance (refer to explanation of why this is, in section Insurance on page 7 of this proposal). If an Errors and Omissions policy is required, Midwest will carry it but the processing per ton rate increases \$1.50 per ton to \$79/ ton at current tonnages. The revenue sharing rates over that would still apply.

Processing rate without Errors and emissions requirement

\$77.50 per ton for current tonnages

Processing rate with Errors and Omissions requirement

\$79 per ton for current tonnages

Revenue sharing with the City and Midwest Fiber regardless of insurance requirement

75% to the City when Single Stream value is over the processing rate

25% to Midwest Fiber when Single Stream value is over the processing rate

Tonnage to Processing fee correlation

<u>Annual Tons</u>	<u>Processing Fee per ton</u>
7500	\$74.00
6000	\$75.75
4500	\$77.50
3000	\$79.25
1500	\$81.00

Exhibit B – Pricing Proposal Alternate Model

RFP #2018-49 pg 23

Processing per ton:

In Year 1 of the contract, Processing per ton will begin at **\$80.50 based on current tonnages (see table below)**, with **3% increase annually**. **Floor pricing of \$-25 per ton to the City, so that is the most per ton the City could ever pay**. Annual increase of 3% per year applies on January 1 on each calendar year.

For Example: If single stream value calculates to \$45 per ton

City is charged \$80.50 per ton processing. The difference between the value and processing cost is \$-35.50, which normally would be what the City would be charged. BUT with the floor charge of \$-25, the City would only be charged \$-25/ton. This saves the City \$10.50 per ton.

NOTE: This pricing does not include the additional cost if the City requires Errors and Omissions Insurance (refer to explanation of why this is, in section Insurance on page 7 of this proposal). If an Errors and Omissions policy is required, Midwest will carry it but the processing per ton rate increases \$1.50 per ton to \$82 per ton. The floor charge would also increase to \$-26.50/ton.

Processing rate without Errors and emissions requirement

\$80.50 per ton at current tonnage

Processing rate with Errors and Omissions requirement

\$82 per ton at current tonnage

Floor charge per ton price to the City regardless of insurance requirement

Charge maximum = \$26.50 per ton

Tonnage to Processing fee correlation

<u>Annual Tons</u>	<u>Processing Fee per ton</u>
7500	\$77.00
6000	\$78.75
4500	\$80.50
3000	\$82.25
1500	\$84.00

**Request for Proposal, Term Contract for Transfer and the
Processing of Single Stream Recyclables
GENERAL CONDITIONS**

1. BACKGROUND

- 1.1 The City of Bloomington at 401 South East Street, Bloomington, Illinois 61701 currently collects single stream recycling material at the curb. The recycling material accepted at the curb is transferred to Midwest Fiber Inc., at 422 S. White Oak Road, Normal, IL 61761.
- 1.2 Accordingly, the City of Bloomington is soliciting proposals from qualified Offerors to accept and transfer their acceptable single stream recyclable materials starting May 1, 2018. This contract shall cover the following:
- 1.3.1 Acceptance of the City's single stream recyclable material delivered with City vehicles.
- 1.3.2 Any potential processing solutions for the City's single stream materials shall be considered in the selection process.

2. SCOPE OF WORK - GENERAL

- 2.1 It is the intent of the City of Bloomington, hereinafter called the "City" to enter into a contract with a qualified Contractor, hereinafter the "Contractor", to accept and transfer the City's single stream recycle material for a per ton processing fee or alternate pricing from the Contractor for consideration. The City will allow for this RFP process to be open to other recycling processing options. The contract shall extend until May 1, 2023. The contract can be extended for three one-year periods upon mutual agreement.

3. SCOPE OF WORK - MATERIAL

- 3.1 Historically, the City of Bloomington annually collects in the range of 4800 tons of recycled material.

The City provides this information for reference only and not as a guarantee of future deliveries or future business. The City shall have no financial responsibility in the event the amount of acceptable waste handled falls short of current or projected quantities.

3.2 RECYCLE CENTER SITE

- 3.2.2 The Contractor shall provide for a recycle center site with a minimum measure height of 25 feet for all areas where the recycling trucks will dump material and an acceptable hard surface to dump the single stream recycling material.
- 3.2.3 The Contractor shall provide the necessary permits and approvals to conduct the transfer operations at this facility.

- 3.2.4 The Contractor shall provide a scale certified by the Illinois Department of Agriculture on an annual basis. The Contractor shall weigh all of the City's vehicles arriving at the recycle center. The Contractor's record shall include the following: gross weight, tare weight, date, time of arrival, time of departure, and vehicle identification (truck number). The City's drivers shall receive scale tickets for all loads brought to the recycle center. The Contractor shall track the amount each month and furnish the City a compilation of such information for each month within ten (10) days after the end of the month. An annual report will be provided to the City of Bloomington and the Ecology Action Center which acts as the City's solid waste agency. The City may consider alternative methods of reporting.
- 3.2.5 The Contractor shall provide a permitted (if needed) recycle center location. The preferred location is within two (2) miles of the City of Bloomington city limits. Other alternative locations may be considered.
- 3.2.6 OPERATING HOURS: The recycle center shall be open from 6:00am to 3:00pm for the receipt of the City's acceptable recycling material (with the exception of Christmas Day). Should the City require the facility to remain open beyond these operating hours, the Contractor shall provide a per hour fee for the facility to remain open. This fee shall also be in effect if the facility is needed to be open on a Saturday.
- 3.2.7 The Facility(ies) shall be of such type, size and layout, and shall utilize appropriate operating methods, so as to be able to accept and process the projected tonnages of recyclables to be delivered by the City. If the Contractor finds it necessary to change the location of the Facility(ies) during the term of the contract, the City reserves the right to approve or deny the change.
- 3.2.8 The Facility will not landfill more than 10% of the materials provided unless the City of Bloomington sees a justifiable increase in the current contamination rate. This landfill percentage can be verified at any point during the contract and would be terms to end the agreement.

4. ADDITIONAL PROPOSAL INFORMATION

4.1 The following are definitions of certain terms used in this Request for Proposal:

4.1.1 "Single Stream Material, Recyclables, or Single Stream" means all of the following material mixed together with no separation during collections:

Glass containers such as jars and bottles;
Ferrous and bimetal food and beverage containers;
Aluminum food and beverage cans;
Narrow neck plastic containers (other than for motor oil, pesticides, and herbicides);
Wide mouth plastic containers
Empty aerosol cans; (other than for paint, pesticides, and herbicides);
Newspaper (including color inserts), magazines, and catalogs;
Books (including paperbacks, textbooks, and hardbacks);

Cardboard and paperboard boxes (including cereal boxes without liners);
Corrugated boxes;
Computer printouts;
Office papers (including writing, typing, fax, copy, letterhead, NCR) and envelopes;
Brown paper bags;
Telephone books;
Mail(including plastic windows);
Non-metallic wrapping paper

- 4.1.2 "Curbside" means recyclables picked up at residents and units at the 'curb' as prescribed by the City of Bloomington recycling regulations.
- 4.1.3 "Facility or Facilities" means any component of the Contractor's system which accepts or transfers recyclables.
- 4.1.4 "Materials Processing Facility" means the facility that processes the recyclables pursuant to these specifications.
- 4.1.5 "Ton" means 2,000 pounds.

4.2 PRICING

- 4.2.1 The City shall accept pricing alternatives from Contractors for consideration.

4.3 CONTRACTOR'S QUALIFICATIONS

- 4.3.1 The City reserves the right to perform investigations as may be deemed necessary to ensure that competent personnel and management will be utilized in the performance of the contract. Before award of this contract, any Offeror may be required to demonstrate, to the satisfaction of the City, that they have or can acquire the necessary facilities, ability, and financial resources to perform the work in a satisfactory manner. This requirement may be in addition to the information requested for submittal with the proposal.

5. PROPOSAL REQUIREMENTS – SINGLE STREAM RECYCLABLES

- 5.1 The technical proposal submission shall include a Qualifications Submittal and an Operational Submittal:

- 5.1.1 Qualifications Submittal: The Qualifications Submittal shall include the following information in the order listed below. Failure to provide in the order given may result in rejection of the proposal.

- 5.1.1.1 Any information regarding the Contractor's experience and background, which should be considered by the City, including the Contractor's Qualification Information Sheet.

- 5.1.1.2 Contractor will provide details on education plans that will be provided for the City of Bloomington as part of the contract.

Recycling is the cornerstone of the solid waste program for the City of Bloomington and educating the public is a key component of the program.

5.1.1.3 Contractor will provide any additional information on programs or possible partnerships with the City of Bloomington which will help with the future needs of the solid waste program.

5.1.2 Operational Submittal: The Operational Submittal shall include the following information in the order listed below. Failure to provide the information in the order given may result in rejection of the proposal.

5.1.2.1 A description of the facilities proposed to accept, transfer, process, and market delivered recyclables, including:

- A. Specific location of each facility including address and a map identifying facilities' locations.
- B. Information regarding Facility site(s) including owner name, address, and telephone number, site size in acres; and site zoning.
- C. A site plan showing layout of improvements (buildings, storage areas, roads, etc.). Areas for queuing of delivery vehicles shall be identified demonstrating no queuing on public streets.
- D. A description (text, diagrams, plans) of the Facilities' interior layout for receiving, storage, and processing areas providing dimensions, capacities, and equipment locations. Provide documentation that the receiving area has adequate capacity, dimensions and headroom to accommodate unloading of the city vehicle types.
- E. A listing and description of mobile and stationary equipment, which will be used to provide the specified services including equipment to weigh and move delivered Recyclables.
- F. For Facilities not yet operational, a schedule and description of specific steps to be taken to cause the Facilities to be fully operational prior to May 1, 2018 including any required construction or modifications.
- G. The status of permits (if any) required to operate the Facilities and the agency responsible for permit issuance. Provide a description of any permit terms or limitations that could impact the Contractor's ability to comply with this contract.
- H. The Facility's receiving and processing capacity and the portion of that capacity which is available for Recyclables delivered under this contract.

- I. A description of materials storage, handling, processing, and shipment methods.
- J. Procedures for maintaining the neat and orderly appearance of the Facilities including litter control; and odor control.
- K. Site security measures.
- L. A description of the scale system operation including procedures for weighing delivery vehicles; scale calibration; scale software to be utilized; format and content of weight tickets and summary reports; intended approach for electronic data transfer to the County; and weighing procedures during scale outages.
- M. Any other information regarding the Facilities and related operations which should be considered by the City.

5.2 To assure a uniform review process and to obtain the maximum degree of comparability, each proposal shall be presented in the order of the above. Proposals should be prepared simply and economically, providing a straightforward, concise description of the offer and all required information. They should be printed on recycled paper and duplexed if possible; staples, clips or rubber bands are preferred to ring binders, and unnecessarily elaborate brochures or other expensive visual presentations are neither necessary nor desired. Each page of the proposal should be consecutively numbered.

6. QUESTIONS AND INQUIRIES; ADDENDA

- 6.1 Questions will be entertained at the conference. If it becomes necessary to revise any part of this RFP, addenda will be faxed to each bidder.
- 6.2 The deadline for written questions pertaining to this solicitation is seven (7) working days prior to the due date of proposals.

7. EVALUATION OF OFFERS Award will be made to the responsible Offeror whose proposal best meets the needs of the City as set forth herein.

- 7.1 Proposals will be evaluated based on the following criteria, listed in order of importance.
 - 8.1.1 Processing cost per ton
 - 8.1.2 Educational Program for recycling
 - 8.1.3 Potential partnership opportunities within the City of Bloomington solid waste program.
 - 8.1.4 Processing and mobile equipment used. Scales and weighing procedures. Environmental performance of the operation.

8.1.5 Adequacy of current and future facility capacity.

8.1.6 Facilities size, layout, and operating methods.

8.1.7 Site maintenance and security procedures.

8.2 After consideration of the factors set forth in this RFP, staff will recommend to City Council to award to the Offeror whose proposal is most advantageous to the City. Therefore, the City may enter into negotiations with Offerors and invite "best and final offers" as deemed to be in the best interest of the City. Negotiations may be in the form of face-to-face, telephone, facsimile or written communications, or any combination thereof, at the City's sole discretion.

8.3 Offerors are strongly advised not to prepare their proposal submissions based on any assumption or understanding that negotiations will take place. Offerors are advised to respond to this RFP fully and with forthrightness at the time of proposal submission.



CONSENT AGENDA ITEM NO. 8F

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a four (4) year Contract with M.E. Simpson Co., Inc., in the amount of \$84,000.00, for the Water Department's Leak Detection Program Services (RFP #2018-47), as requested by the Water Department.

RECOMMENDATION/MOTION: A four (4) year Contract with M.E. Simpson Co., Inc., in the amount of \$21,000.00 per year (total of \$84,000 for four years), for Leak Detection Program Services be approved, and the Interim City Manager and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services. Goal 2. Upgrade City Infrastructure and Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 1a. Budget with adequate resources to support defined services and level of services. Objective 2b. Quality Water for the Long Term. Objective 2e. Investing in the City's future through a realistic, funded capital improvement program.

BACKGROUND: The City of Bloomington requested proposals for a multi-year leak detection program from experienced firms with extensive experience in water distribution system leak location and pinpointing. The scope of the work will take place over the next four (4) years with one hundred (100) miles of the distribution system being surveyed each year.

The City of Bloomington has three primary goals with this project.

1. Perform leak detection on the distribution system to such an extent as to locate known and unknown leaks through active leak detection and correlation methods.
2. Document the location of leaks in the water distribution system through this program.
3. To continually develop and redevelop the scope of this project for continuation as an ongoing program.

The selected firm will develop, plan and execute a leak detection program to survey/listen to the water distribution system in order to locate known and unknown leaks. Leaks will be prioritized according to condition and criticality. Results will include individual reports of the location and an estimation of the volume of each leak located. A detailed final report will be submitted to the Water Department after completion of the project.

M.E. Simpson Co. Inc. was selected using the following process:

- 1) Sending out Request for Proposals (RFP) specific to the project.

- 2) Reviewing each of the submitted proposals based on the criteria outlined in the RFP.
- 3) Selecting a top firm.

Criteria utilized for this evaluation is as follows –

- Firm expertise and competence including experience with similar projects
- Professional qualifications and experience of the key personnel assigned to the project
- Time required to accomplish the requested services
- References
- Ability to work effectively with City staff and representatives
- Proposed cost

The City’s procurement agent reviewed this process and confirmed that the procedure was performed in accordance with applicable standards.

The Leak Detection firms that submitted proposals in response to the City’s Request for Proposals, RFP 2018-47, is as follows:

1. Utility Services Associates
2. Leak Detection Solutions LLC.
3. M.E. Simpson Co., Inc.
4. Matchpoint Water Asset Management Inc.
5. Ace Pipe Cleaning, Inc.
6. LDT Solutions LLC.
7. Wachs Water Services
8. Leak Detection Services, Inc.

M.E. Simpson Co., Inc. was selected as the best firm to perform Leak Detection Program Services for the Water Department based on the criterial outlined above.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The invitation to bid was published on Wednesday, March 14, 2018 in the Pantagraph.

FINANCIAL IMPACT: Funds are included in the FY 2018 Budget under Water Transmission & Distribution-Architectural & Engineering Services for Capital account (50100120-70051). Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted Other Funds Budget” on page 135. The FY 2019 budget includes funds in the same account above. Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement Proposed” on page 91. The Water Department will budget accordingly for the remaining 2 years of FY2020 and FY2021 at \$21,000 per year.

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: Brett Lueschen, Superintendent of Water Distribution

Reviewed by: Robert Yehl, PE, Water Director

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

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1A – M.E. Simpson Co., Inc. Contract
- 1B – M.E. Simpson Co., Inc. Proposal
- 1C – M.E. Simpson Co., Inc. Scope of Work

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

THIS AGREEMENT, dated this ____ day of _____, 2018, 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 up to the Contract amount of \$ _____.

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 _____

PROPOSAL FORM
RFP #2018-47
Leak Detection Program Services

The proposer agrees to contract with the City of Bloomington to provide all necessary services, labor, documents and any other means to do all the work and furnish all the materials specified in the proposal in the manner and time therein as set forth by the proposer and that the proposer will take in full payment the amount set forth hereon. The cost of all labor, material and equipment necessary for the completion of the proposed work, even though not shown or specified, shall be included in the total price for the various items shown herein.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner. The proposer certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

Unit price (per mile of water main) \$ 210.00

Total Price \$ 84,000.000

M.E. Simpson Co., Inc.

Name of Company

3406 Enterprise Ave.

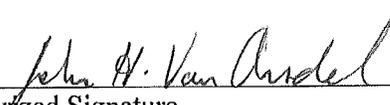
Address

800.255.1521

Telephone Number

john@mesimpson.com

Email Address



 Authorized Signature

Valparaiso	Indiana	46383
City	State	Zip

888.531.2444

Fax Number

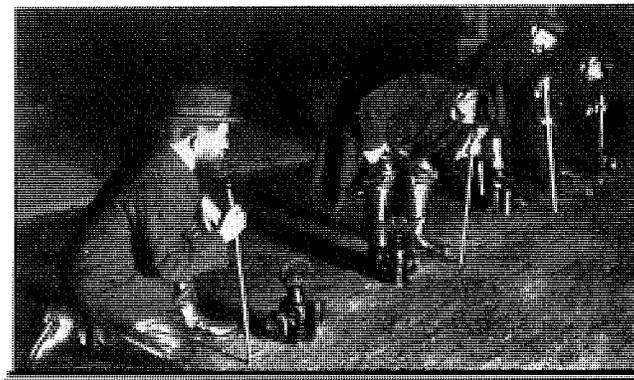
4.3.18

Date

SCOPE OF WORK

The Field Scope of Service for the Leak Survey is understood to be the following:

M.E. Simpson Co., Inc. will furnish all labor, material, transportation, tools, and equipment necessary to survey the water distribution system areas selected by the Utility. M.E. Simpson Co., Inc. shall be required to provide such skilled and trained personnel and equipment necessary to complete the work herein specified. **There will be a minimum of Two Persons per team working on the survey at all times.**



Leak Detection has come a long way since the early 1900's.

- ◆ Work in an orderly and **safe** manner to insure protection of the local residents, Utility employees, and the Field Staff so that no **avoidable** accidents occur.
- ◆ All Field Staff will have readily observable identification badges worn while in the field.
- ◆ The leak detection equipment to be used will be that which was described in the "Equipment to be used" section.
- ◆ Initially listen to **all fire hydrants, all main line valves**, and when necessary, selected service connections in the entire distribution system with the **FCS S30** electronic listening device or the **Gutermann AquaScope 3** electronic listening device by making physical contact with the valve, hydrant, pipe, or B-box. (Listening points that are not accessible will be given to the Utility and when corrected they will be listened to.) This will be done on the Utility's distribution system.
- ◆ Listening distances on metallic pipe, as well as AC or concrete type pipe, will not exceed 500' between points. For PVC/HDPE pipe, listening distances will not exceed 150' between points. I.E.: valves, hydrants auxiliary valves, hydrants, service valves or meter settings will be used with preference of listening points in order as follows; direct contact with the pipe, main line valves, hydrant auxiliary valves, hydrants, then service valves or meter settings.
- ◆ **All accessible points** along PVC water mains will be physically listened to including services, main line valves, and hydrants.
- ◆ Valve vaults full of water may be pumped out to facilitate listening. Sometimes full vaults can mask leak noise.

- ◆ Large diameter pipe (18"-36") may need to have additional listening performed by listening directly above the pipe at intervals of 6-10 feet.
- ◆ A "suspected leak" log shall be maintained indicating all areas where suspected leak noise was heard. This log will be reviewed when the Project Team is verifying the suspected leak area for confirmation of the actual existence of a leak. This log will be a part of the periodic reports turned into the Utility regardless of an actual leak located in the area or not, with an explanation of the noise source.
- ◆ When leak noise has been detected and or suspected, the Project Team will verify the suspected area a second time to confirm the noise. At least four hours will pass between the initial listening of the area before a second listen and confirmation is attempted.
- ◆ The Project Team will line locate the water main and service lines in the immediate area so the correct pipe distances can be input into the leak correlator and also so that the Water Utility will have an idea of where the water main is located prior to excavation. Non-metallic pipe locations will be "interpolated" as best that can be identified, given the line location of metallic services, Utility knowledge of the area, or other information regarding the actual location of the main.
- ◆ The Project Team will use the following Electronic Leak Correlators (either a FCS Accu-Corr, Digi-Corr, Tri-Corr Touch; Vivax Metrotech HL6000X; Echologics LeakFinderST w/hydrophones leak correlator), to determine if a leak is present and use the same equipment to pinpoint the leak.
- ◆ For PVC water mains only the Echologics LeakFinderST w/hydrophones leak correlator, will be used for correlations because of the ability for these correlators to be able to analyze the particular sound frequencies inherent to PVC pipe.
- ◆ The leak location will be marked in the field (on the surface) using environmentally formulated Precautionary Blue paint.
- ◆ The Project Team will document all leak locations with a diagram indicating the location of the leak. Other information related to that correlation will be included as part of the field sheet such as the filters used for the correlation, line locations, distances between sensors, etc.
- ◆ The field sheets will be copied, and turned into the assigned Water Department Manager daily or an agreed time period so the leak can be dug and repaired immediately. They will be classified as to the potential severity of water loss, as well as potential danger to the general public.
- ◆ The locations of leaks requiring immediate attention (immediate threat to life, injury or traffic) will be turned in as quickly as possible to facilitate the repair process.
- ◆ **"Ground miking" will not be used as the primary determination for leak locations.** Grounding miking will be done per Utility request, or when it has been deemed to be the most efficient means to listen to the water main running under ground. Large diameter mains (18" – 36") may need this additional evaluation. This method may be used to assist in confirmation of a leak location. However, "ground miking" is solely dependent on conditions beyond the direct observations of the leak technician such as soil conditions and composition, water table, depth of pipe bury, assumed location of the water main (such as concrete pressure pipe) and compaction of pavement material causing leak sounds to scatter and echo or simply be absorbed.

- ◆ The Project Team will report daily or per request of the Utility, to the assigned Utility Manager and go over the progress of the previous day, as well as cover what will be surveyed the current day.
- ◆ It may be necessary to conduct parts of the Leak Survey during “off hours” such as at night. This may be required in areas of high traffic volume where traffic noise may affect the ability to detect leak noise, and traffic volume may affect the ability of the Project Team to be able to safely access main line valves in the middle of the street. The Project Team will give 24-hour advanced notice of intent to survey a particular area that may require after hours surveying or nighttime surveying. This is so the Utility can plan for the area to be surveyed, give notification to the Police department, as well as other Public Works Divisions as to the activity that will take place.
- ◆ A progression map shall be maintained for each section under survey indicating leak locations on the map. This will be especially helpful in quickly determining leak locations that correspond to the field leak diagrams turned into the Utility.
- ◆ As a part of the leak program, mapping discrepancies found on the current water atlas will be noted and included as a part of the final report so the Utility can make needed corrections. This will be included as a part of the periodic reporting to the Utility, thus enabling the Utility to keep up with mapping corrections.
- ◆ Distribution assets found to be in disrepair such as issues with hydrants, valves, and service lines, will be noted and turned into the Utility.
- ◆ Leaks verified on the customer’s side of a service shut-off will not be located beyond the shut-off. If a leak appears to be on the Customers’ side, the Utility will be notified first, then the customer notified and permission granted prior to the water being shut off even for short periods of time where possible and as time allows, as well as the ability for the customer to respond.
- ◆ If the Utility requests leak locations beyond the service shut off on the customer’s side of the service line, this will result in an additional charge to the leak survey based on an hourly rate and this service must be agreed upon between the Utility and M.E. Simpson Co., Inc. prior to the start of the survey.
- ◆ Valves and hydrants will not be operated without Utility permission. Valves and hydrants that break during this type of operation are the sole responsibility of the Utility. M.E. Simpson Co., Inc. cannot be responsible for valves and hydrants that break due to pre-existing conditions.
- ◆ The Utility is encouraged to dig up and repair the leaks located as soon as possible so that the area may be re-surveyed while the Project Team is still working on the survey in that general geographical location to ensure no other leaks are present in that area.

GPS OF CONFIRMED LEAK LOCATIONS

The Project Team will collect GPS Coordinates of all leaks assessed using the above “Scope of Work”

- ◆ The Project Team will work with the Utility to develop a “data dictionary” which will define the information to be collected for each attribute. The Data dictionary shall have the following but not limited to:
 - Date and time the information was gathered.
 - The unique identifying number for each attribute consistent and compatible with system presently employed by the *Utility*.
 - Location for each attribute referenced by Northing and Easting coordinates generated from the GPS location in the Utility’s local State Plane Coordinate system.
 - Type of Attribute (mainline valve, hydrant, tee, elbow, four-way cross, major service line, etc.).
 - Offset information if the attribute needs to have the location determined by an offset coordinate due to blocked signals from the GPS satellites.
 - Any other data required to be collected as part of the attribute data set as defined by the Data Dictionary. This Data Dictionary will be assembled by the Project Team and the Utility.
- ◆ **The accuracy of each GPS location will be sub-meter.**
- ◆ **“Control points” may be obtained** at selected locations based on established USGS monuments as a way to calibrate locational data.
- ◆ **GPS locations will need to have readings** from at least four satellites in position and a reading from a local GPS beacon, or five satellites for the position to be considered accurate as a differentially corrected GPS location.
- ◆ **“PDOP” readings need to be less than 5.** “PDOP” readings greater than 5 will not be considered as accurate locations.
- ◆ **A minimum of 30** readings for each position shall be taken.
- ◆ **Position of the GPS satellites shall be given primary consideration.** The position of the satellites shall be recorded as part of the data. If the satellites are low on the horizon (below 15 degrees), it is expected that the project team will wait until the position is better before attempting to gather the GPS position.
- ◆ **The information collected** will be compiled into the **Pathfinder Office** or **TerraSync™** software database with the ability to export the information into a format acceptable to the Utility such as Microsoft Access, Microsoft Excel, .DXF file, or .SHP file for use in the Utility’s GIS system or CAD mapping program, and also included in the **Polcon-Pro Valve®** database if a valve program is part of the work.
- ◆ **All locations will be differentially corrected** for accuracy. A stationary beacon can be set up to allow differential correction or the use of the Zephyr antenna can allow for real time correction. All data will be “Post-Processed”, so that a comparison can be made to a Local stationary GPS receiver. The particular stationary GPS receiver shall be listed in the final report as the station used for differential correction. This will allow for a greater accuracy of the GPS locations.

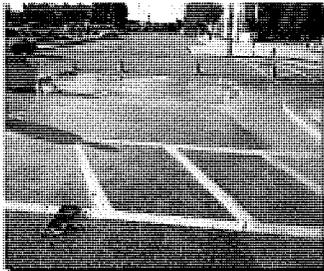
DOCUMENTATION OF GPS LOCATIONS

The Project Team will provide a location report for each asset located, included in a book and/or a database on a CD in a format agreed upon between the Utility and the Project Team.

- ◆ The GPS location data collected will be exported into a database for Utility use
- ◆ The GPS data collected shall include but is not limited to the following information:
 - a. *Identifying number consistent and compatible with system presently employed by the Utility.*
 - b. *Location referenced by coordinates using the **State Plane Coordinate System**.*
 - c. *Location by street and cross-street names.*
 - d. *Type of structure.*
 - e. *Date and time data was collected.*

Quality Control and Accuracy of Leak Locations

The level of accuracy of leak detection is a matter of taking in all the above considerations and applying those considerations to each individual potential leak location as it is being evaluated. Any statement made as to the level of accuracy of leak locations must be considered based on the individual conditions of each leak.



Leak surfacing at intersection



Hidden leak running into drain tile

Locating leaks on a distribution system can be very challenging. It is not a perfect science. Pipes and fittings can leak for a variety of reasons (age, poor installation, material failures, bad soils, etc.), and the ability to locate leaks is dependent on the stated variables listed in the "Project Approach". By employing a strict methodology in the field for conducting a leak survey, these variables can be accounted for and mitigated. The depth of experience of the Project Team is extremely important to maintaining the ability to have accurate locations of leaks. Additionally, crews work as Two-Person Teams in the field, double checking the progress of the work as the survey progresses. The systematic procedure for leak confirmation has been stated in the Scope of Field Service and is restated here.

"Suspected leak areas are always listened to a second time, preferably at a different time of day than originally listened to. The mains and services will be line located to insure correct pipe distances are used for the correlations. Correlations may need to be performed several times with several configurations to insure all the possible scenarios have been covered. Sewer manholes may need to be opened and flows observed. If there is any doubt as to the existence of a leak, the area may be checked

and correlated at different times to rule out water usage or other factors. The progress of the survey will be monitored by the use of daily logs and a progression map with suspected leak noise indications marked and possible leak locations will be maintained. Field leak location forms will be turned into the Utility according to the agreed schedule. The Project Team will follow up on leak locations by monitoring the repair schedule of the Utility. That way in case a potential leak location is wrong, the Project Team can return to the site and determine why the leak location was incorrect, and correct it. This means maintaining a good level of communication between the Project Team in the field, and the Utility. As a matter of Quality Control for leaks in the field, the Echologics LeakFinderST has the distinct ability to be able to detect and pinpoint more than one leak in the same relative area, thus allowing better leak coverage and insuring that one leak is not "masking" another leak in the same area. The use of progress reports and meetings will allow for open discussions of problems encountered so solutions can be examined."

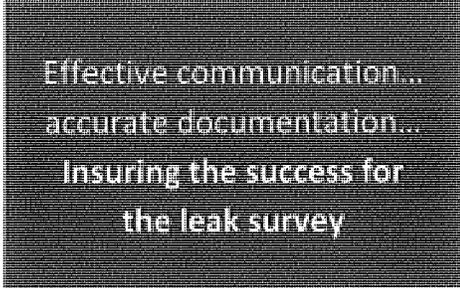
Utility Observations

The M.E. Simpson Co., Inc. Project Team will welcome having staff of the Utility observe field procedures while the Leak Survey is in progress. They will be happy to explain and demonstrate the equipment and techniques that are employed by M.E. Simpson Co., Inc. for detecting and locating leaks on the Water System. This may be useful for the staff of the Utility in understanding the parameters of Leak Detection, especially during an emergency such as a main break on a critical line where a major disruption of service could occur.

Final Reports, Documentations & Communications

M.E. Simpson Co, Inc. will perform the following:

- ◆ Project Team will **meet daily** with assigned Utility personnel to go over areas of survey for prior workday and plan current day and area to survey.
- ◆ The field technicians will be readily available by cellular phone. This will facilitate communications between the Utility and the field technicians. A **24-hour toll-free 800 number** is available for direct contact with M.E. Simpson Co., Inc. for emergencies.
- ◆ **Diagram all leak locations**, date of location, and classify according to severity and an estimate of loss. These will be turned in daily to appointed Utility Personnel.
- ◆ **The Project Manager will** meet with the Utility regularly for a progress report.
- ◆ **Prepare a progress report** at weekly or monthly intervals for the Utility if requested.
- ◆ **Maintain a progression map to be included with the progress reports and final report** of the project indicating leak locations with symbols indicating type and severity corresponding to the individual leak diagrams.
- ◆ Develop a **Leak Survey log** of activity which will also have confirmed leaks listed and this list will be turned in weekly (in an Excel format). The list will also be included with the final report that will include the following;
 1. Mechanical deficiencies discovered
 2. Mapping errors on the water atlas
 3. Type of monitored appurtenances
 4. Location of same for leaks discovered
 5. Total estimated loss
- ◆ **Prepare the final report** at the completion of the project which will include all leak location reports with drawings, total of estimated water loss, total pipe distance investigated, a description of the area surveyed, and other problems found in the system during the course of the survey that need the attention of the Water Utility.



Effective communication...
accurate documentation...
Insuring the success for
the leak survey

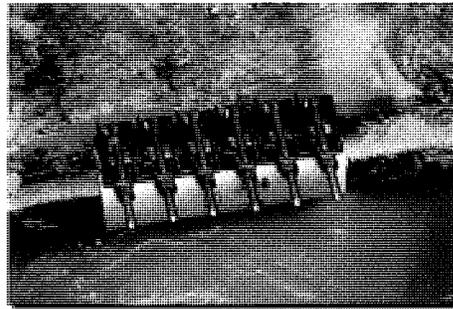
The leak summary will list leak types such as main leaks, service line leaks, valve leaks, or hydrant leaks. A cost benefit analysis of the survey based on the “cost to produce” water will also be included that describes the financial impact to the Utility for water loss. Recommendations for system maintenance will be a part of this report based on field observations made during the survey. **This final report shall be made available for submission to the Utility within thirty (30) working days of the completion of the fieldwork.**

Assumptions & Services Provided by the Utility

- ◆ The Utility will furnish all maps, atlases, and records necessary to properly conduct the survey. All corrected maps are to be returned to the Utility at the completion of the project.
- ◆ The Utility will assist as necessary to clean out service valves, meter pits and valve-boxes needed for listening.
- ◆ The Utility will provide a Primary Contact Person and/or secondary contact person for the Field Staff to report to on a periodic basis. This person shall act as the official liaison for the duration of the Leak Survey. This person shall have a working knowledge of the water system and will be helpful in attempting to locate particularly hard-to-find water valves for listening and for general information about the water system. *This person will not need to assist the Project Team on a full time basis,* but only on an “as needed” basis.
- ◆ The Utility will assist, if needed, to help gain entry into sites that may be difficult to get into due to security issues or other concerns.
- ◆ The Utility will assist, if needed, to locate all nonmetallic pipe within the service area. This would include all Concrete Cylinder pipe and Asbestos Cement Pipe.
- ◆ We will encourage the immediate digging of major leaks (main breaks) so that if there are problems with the leak location, the problems can be corrected while the Project Team is close by and can verify the site.



Leak Located



Leak repaired.

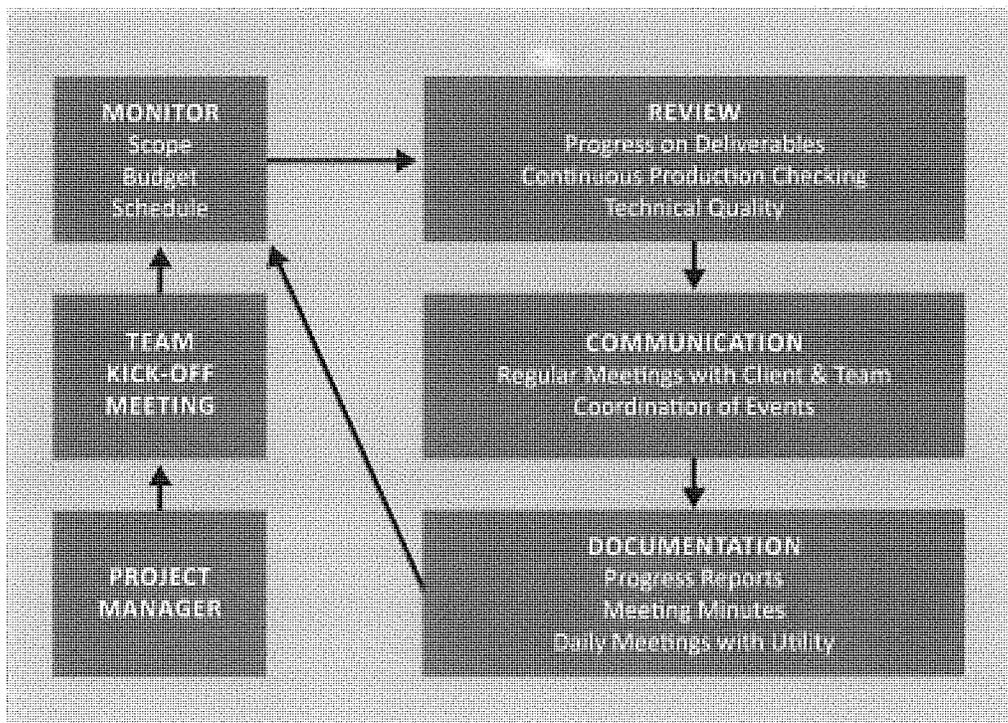
The leak survey work includes monitoring all accessible main line valves, all hydrants, and all services as needed to keep listening distances within the accepted bounds and Scope of the survey.

PROJECT APPROACH & PROJECT MANAGEMENT

M.E. Simpson Co., Inc.'s project management approach is what leads to our proven track record to complete projects on time and within the budget established. Based on our past experience, we have developed a project approach that will insure the Utility of effective communication throughout this project.

Our project management system establishes - the single project manager – who has the responsibility and authority to act on behalf of M.E. Simpson Co., Inc. This project manager will stay with the project from beginning to the successful completion. The project manager's specific responsibilities include:

- ◆ Coordination of all activities in this project
- ◆ Establishing key decisions and review milestones during this project
- ◆ Preparing an initial project development plan identifying the schedule of work tasks and key personnel to perform the work in the field to meet the milestones and objectives
- ◆ Coordinate communications and meetings with the Utility as needed or required to review technical concepts and alternatives, soliciting staff input and coordinating activities with the project team
- ◆ Prepare periodic reports as needed and meet with the Utility on a regular basis summarizing project scheduling, progress and maintaining the project within the budget stipulated
- ◆ Oversee the execution and development of the project deliverables



Project management remains an important activity during the course of the project and does not stop with the project manager. Each project team deployed into the field is dedicated to providing the best leak survey coverage that can be attained using the state of the art leak detection equipment, tools, field experience and knowledge. Each field team will be made up of two experienced leak detection technicians that also have been cross trained in other disciplines of water loss control such as water meter assessments (residential, commercial, wholesale, and production meters), and water distribution system field maintenance such as distribution flow testing, valve exercising and locational assessments, and Unidirectional water main flushing. It is this combination of experience and knowledge that has helped shape our approach to water loss assessments in distribution systems because the technicians have the capacity to make on the spot decisions regarding any fine tuning of the leak detection program while in the field. They will maintain constant communication with the Utility and the project manager regarding their daily progress as well as any major issues needing immediate attention and discussion.

M.E. Simpson Co., Inc. believes that the selection of our team to perform this survey will provide the Utility with exceptional experience, sound decision making, and a level of service providing the following advantages:

- ◆ A professional leak detection team with a specialized expertise in water loss management
- ◆ An experienced team with the capacity to provide the highest quality work for the Utility
- ◆ A project approach that incorporates interim reporting and continuous input opportunities
- ◆ Innovative proven analysis techniques developed from the completion of several hundred similar projects that sought the same scope and results as this project

Project Quality Assurance/Quality Control

Quality is of the utmost importance to M.E. Simpson Co., Inc. – not merely because of the Utility's and other client's requirements, but because it is vital to our continued success and viability. Quality management and services bring to all of us the rewards of jobs well done, satisfied Utility staff, and successful projects.

M.E. Simpson Co., Inc.'s QA/QC program is built around several key elements of M.E. Simpson Co., Inc.'s mission and values which consist of:

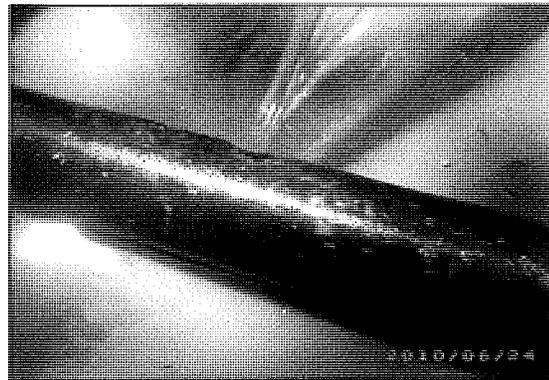
- ◆ Maintaining a reputation for quality performance
- ◆ Client satisfaction
- ◆ Continuous process improvement
- ◆ Open communication with the field staff and the Utility
- ◆ Team Work

The QA/QC plan for this project is very simple. No work will leave M.E. Simpson Co., Inc. until it has been verified that all the requirements and objectives of the project as well as the requirements of the project QA/QC managers have been met. During the course of the project, the project manager and/or the QA/QC manager will meet with the Utility to ensure that the work product is technically correct, but also meets the needs and expectations of the Utility.

M.E. Simpson Co., Inc.'s professional services are grounded in sound principles that meet the tests of time from past successes of hundreds of water loss projects and will satisfy the quality requirements of the Scope of Service. Each member of the project team will have a thorough understanding of the project objectives. They will apply sound methodology and principles, and are expected to produce quality, accurate and complete documents. The QA/QC procedure has been developed and implemented based on tried and proven methodologies. The prevention of poor quality service is based on four sound principles:



- ◆ Quality management of the project by using experienced personnel committed to excellence.
- ◆ Conformance to requirements by being knowledgeable of all local conditions in the field and keeping abreast of new cutting edge leak detection methods.
- ◆ Prevention of rework and errors by using teamwork in the field, cross checking the procedure every step of the way, and having data entry staff knowledgeable in all aspects of leak detection projects.
- ◆ Quality is built in - not added on. The project management and field staff have shown that a quality service is produced when the project tasks are properly sequenced and carried out to the final termination of the program using the built in system of checks and balances.



The above images were taken of a main break discovered by M.E. Simpson Co., Inc. in Princeton, Indiana in June of 2010. This leak, along with 64 others, was costing the utility upwards of \$128,246.40 a year.

SCHEDULE OF WORK

Proposal due: April 3, 2018.

Notice To Proceed: TBD

Provide Insurance Certificate naming the City as additionally insured: Within 10 calendar days after "Notice to Proceed".

Kick Off Meeting and Commencement of work: Within 14 days of "Notice to Proceed" or TBD as agreed upon between the Utility and M.E. Simpson Co., Inc. Meet with Utility staff to go over project goals and objectives. Field work will begin the same day or agreed upon by the Utility and M.E. Simpson Co., Inc.

Fieldwork to be completed and documented: Field work will be started as agreed upon by the Utility and M.E. Simpson Co., Inc. Assume one (2 person crew), 12-16 days in the field for completion of field work as defined by the Scope of Work and contract period. Approximately 100 miles of main will be surveyed each year for four years.

Additional leak assessment work beyond the original approximate of 100 miles per year will be based on per unit fee and may cause a shift in the completion date.

Daily Work Hours

Normal "on site" daily work hours will be 7:00 AM to 4:30 PM. Any work that needs to be performed outside the normal work hours will be discussed with the Water Superintendent at least 24 hours in advance.

Daily Reporting: The Field staff will meet with assigned Utility staff daily or as needed and determined by the assigned Utility Manager. Leaks needing immediate attention will be documented and submitted immediately for the Utility's attention. Minor repairs (such as valve packing leaks, hydrant leaks where the assets function but need attention, etc.) will be reported daily for scheduling of repair. Copies of leak location sheets where leaks need moderate to severe repair will be turned in to assigned Utility Manager daily or as agreed upon by, prioritized by severity.

Final Reports: The final summary report will be available 30 days after field work has been completed for the program. This report will have all the leak sheets printed and data compiled during the course of the project.

FIRM EXPERIENCE

Working together with our clients to create secure water distribution systems is what drives our practice.

Company Overview

For 38 years, M.E. Simpson Co., Inc. has helped utilities across the U.S. locate and resolve water loss control issues so customers could confidently provide safe, quality water to the community. We use state-of-the-art programs to assist utilities with their meters or water distribution systems condition and performance shortfalls. Simpson's trained professionals work hand-in-hand with utility team members to set up monitoring systems that help them avert future problems.

M.E. Simpson Co., Inc.

For our clients, we deliver a team of water system experts who not only help bring their existing water systems to peak performance, but also help them build operation and maintenance programs uniquely tailored to their communities' needs. Water solutions that withstand the tests of both growth and time.

Water system specialists ... by the numbers

Water Loss Control Programs

+ 60,000 Large water meters serviced
100,000 Miles of pipe leak detection serviced

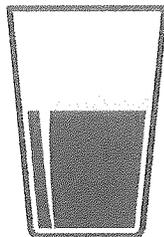
Asset Management Services

+ 500,000 Valves located + exercised

Fire Hydrant Flow Testing Program
(water main capacity)

75,000 Fire hydrants flowed, maintained
+ water main capacity information developed

These numbers don't show the whole story. Behind them are M.E. Simpson Co, Inc.'s ongoing efforts to educate and grow its clients to become proud partners. Partners who can proactively deal with their municipality's unique water distribution systems, and confidently deliver safe water each and every day.



M.E. Simpson Co., Inc. was formed on the simple fact that water distribution systems cannot fail because they are critical to every community. When things are right, no one knows these systems exist. But when they are wrong, lives and livelihoods are disrupted. Our goal? To make sure yours is right. Always.



Leading, Innovating, Educating Our Commitment to the Industry

M.E. Simpson Co., Inc.'s team works with clients, community members and peers to educate them through public presentations, training seminars, and providing continuing education credits for water operators through various water groups. Our ongoing programs are the "go-to" seminars at local, state and national AWWA seminars and conferences:

Large Water Meter Evaluation

Testing + Repair

Water Distribution System Leak Surveys

Water Distribution System Valve Location

Exercising + Computerized Documentation

Fire Hydrant Maintenance

Water Main Capacity Training

Unidirectional Flushing

Best Management Practices
(for distribution system maintenance)

Providing solutions to maximize your
water distribution + collection systems

Stop water losses
Avert future problems
Maximize utility revenue
Lower distribution system losses
Secure your utility for years



CONSENT AGENDA ITEM NO. 8G

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Police Department

SUBJECT: Consideration of a Resolution Waiving the Formal Bidding Process and approving the purchase of a Police Priority Dispatch System from Priority Dispatch in the amount of \$55,623, as requested by the Police Department.

RECOMMENDATION/MOTION: A Resolution Waiving the Formal Bidding Process and approving the purchase of a Police Priority Dispatch System from Priority Dispatch in the amount of \$55,623 be approved, the Purchasing Agent be authorized to issue a Purchase Order, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The Police Priority Dispatch System from Priority Dispatch is a unified police protocol system used by 911 telecommunicators to intake emergency calls from the public. The system uses systematic caller interrogation to logically prioritize responses and provide life-saving pre-arrival instructions. The system reduces liability, increases the effectiveness of call processing, and creates measureable data to implement a continuous quality improvement program. The Police Department Communications Center currently utilizes the Medical Priority Dispatch System and Fire Priority Dispatch System. The addition of the Police Priority Dispatch will mean that all emergency calls received by the Communications Center will be processed using emergency call processing protocols, as recommended by the National Emergency Number Association in Standard/Model Recommendations NENA 56-006

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The total cost of this investment is \$55,623. This investment is included in the FY 2018 budget at \$60,980 under the Capital Lease-Capital Outlay Office & Computer Equipment account (40110137 - 72120). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 102 and 106.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Darren R. Wolf, Communications Center Manager

Reviewed by: Brendan O. Heffner, Chief of Police

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 style with a long horizontal flourish at the end.

Steve Rasmussen
Interim City Manager

Attachments:

- 1B IS Limited Source Police Priority Dispatch System 04232018
- 1C EXHIBIT Police Priority Dispatch System Sales Quote
- 1D EXHIBIT Police Priority Dispatch System End User License Agreement 04232018
- 1E RESOLUTION

INFORMATION SERVICES HARDWARE/SOFTWARE/MAINTENANCE REVIEW & EVALUATION

(Requester completes Section A and B)

SECTION A – PROJECT DESCRIPTION:

\$49,999.99 and less – Complete form as part of the Procurement Memo process. IS is responsible for processing requisition to generate Purchase Order.

\$50,000 + - Complete form as part of the Council Memo Process. Originating Department is responsible for processing requisition to generate Purchase Order.

Provide a clear description of the good(s)/service(s) being procured and why they are being procured.

Vendor Name & Number :
1312 - Medical Priority

Amount:
\$55,623.00

Date:
04/23/2018

Description of item/service:

Police Priority Dispatch System

Justification - Explain why this vendor is the only vendor that can perform this work:

The Police Priority Dispatch System from Medical Priority/Priority Dispatch is a proprietary software application that assists call takers in the processing of emergency calls from the public. The City has been a partner with Medical Priority/Priority Dispatch since 2006. The City currently utilizes the Medical Priority Dispatch System and Fire Priority Dispatch System to intake emergency calls from the public. The Police Priority Dispatch System would fully integrate with the existing systems deployed by the City. All three systems would be fully compatible and allow for seamless operations between all three disciplines. To introduce a different software system or protocol at this point would be counterproductive and not efficient.

SECTION B - REQUESTER CERTIFICATION: By submitting this request, I attest that the above justification/information is accurate and complete to the best of my knowledge and that I have no personal or business interests relative to this request.

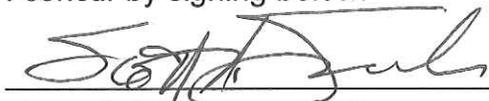


(Name and Signature of Department Head)

04/16/18
Date

SECTION C –TO BE COMPLETED BY IS & CORPORATION COUNSEL:

Based on the information provided in Section A and attached supporting documents, I concur by signing below:



Name & Signature – IS Director

4-17-2018

Date

Name and Signature – Corporation Counsel

Date



QUOTE

110 Regent Street, Suite 500
 Salt Lake City, UT 84111
 USA
www.prioritydispatch.net
 Prepared By: Jon Stones
 Phone: (800) 363-9127
 Email: jon.stones@prioritydispatch.net

Agency: Bloomington Police Department
 Agency ID#: 6562
 Quote #: Q-27351
 Date: 4/13/2018
 Offer Valid Through: 5/31/2018
 Payment Terms: Net 30
 Currency: USD

Bill To:
 Bloomington Police Department
 Darren Wolf
 305 S EAST ST
 BLOOMINGTON, Illinois 61701-7609
 United States

Ship To:
 Bloomington Police Department
 Darren Wolf
 305 S EAST ST
 BLOOMINGTON, Illinois 61701-7609
 United States

Line	Product Name	Qty	Unit Price	Amount
1	ProQA Police Software Licenses Automated calltaking software	5	3,750.00	15,000.00
2	AQUA Case Review Software for EPD Quality Assurance (case review) software base engine and discipline module	1	1,500.00	1,200.00
3	XLerator Client Server Suite Client server software application suite	1	2,500.00	1,000.00
4	PPDS Backup Cardset License Licensed manual protocol set for backup	5	495.00	2,475.00
5	PPDS Quality Assurance Guide Quality Assurance Guide for training and case review only	1	45.00	45.00
6	Protocol Training and Certification for EPD (Host) Materials, tuition and certification	16	340.00	5,440.00
7	ED-Q Training and Certification for EPD (Host) Materials, tuition and certification (2 days, 16 hours)	3	500.00	1,500.00
8	Active Assailant Course Registrations	5	99.00	495.00
9	ProQA Software Training for EPD (two 4 hour courses) 8 hours of training (a maximum of 2 sessions a day for a total of 8 hours)	2	1,500.00	3,000.00
10	Remote AQUA Software Training Per person cost for a 6 hour course completed in a virtual, instructor-led environment	1	199.00	199.00
11	Remote ProQA & AQUA Reports Training Per person cost for four hours of training for administrators, managers and supervisors on the configuration and customization options in ProQA and AQUA, completed in a virtual, instructor-led environment	1	149.00	149.00
12	Remote Software Installation/Update - P Software installation or update completed remotely by Priority Dispatch	1	500.00	500.00
13	Implementation Support Package (LV) - P Implementation support and quality management program development	1	20,000.00	12,500.00

"To lead the creation of meaningful change in public safety and health."

Line	Product Name	Qty	Unit Price	Amount
14	National Q - QA Calibration Expert evaluation and feedback for 25 previously reviewed cases per month by agency's certified ED-Q's For first 3 mos after go live to ensure accuracy	3	600.00	1,800.00
15	IAED Accreditation Application Fee EPD IAED fee for accreditation	1	2,250.00	1,800.00
16	Trip Charge/Travel Expenses Travel expense	1	3,000.00	3,000.00
17	Annual Maintenance/Extended Service Plan for One Discipline - P License renewal, service and support	1	1,200.00	6,000.00
18	Shipping & Handling	1	20.00	20.00

Discount	USD 13,500.00
Subtotal	USD 55,623.00
Estimated Tax	
Total	USD 55,623.00

Customer Signature:		Date:	
Customer Name:		Purchase Order ID:	
Credit Card #:		Expiration Date:	

TERMS AND CONDITIONS

This quote is valid for 120 days from date of issue. All prices quoted are exclusive of any applicable taxes, duties, or government assessments relating to this transaction, which are the sole obligation of Buyer. For further information see <https://prioritydispatch.net/license-agreement/>

PRIORITY DISPATCH SYSTEM ("PDS")

End User License Agreement (EULA)

Electronic-Acceptance Software License & Service Agreement

BEFORE PROCEEDING TO INSTALL THE SOFTWARE PROVIDED WITH (AND WHICH IS SUBJECT TO) THIS AGREEMENT, PLEASE CAREFULLY READ THE ACCOMPANYING TERMS AND CONDITIONS OF THIS LICENSE & SERVICE AGREEMENT

INSTALLING OR USING ANY OF THE SOFTWARE CONSTITUTES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

IF YOU DO NOT AGREE TO ACCEPT THEM, YOU MAY RETURN THE SOFTWARE AND ACCOMPANYING DOCUMENTATION WITHIN 10 DAYS AFTER YOUR RECEIPT THEREOF, FOR A REFUND OF ANY NEW FEES YOU HAVE PAID FOR THIS PARTICULAR UPDATE, UPGRADE AND/OR NEW LICENSE

ELECTRONIC-ACCEPTANCE:

The person accepting this Agreement for the Client represents that they are duly authorized to do so for and on behalf of the Client, and that the Client understands and agrees to be bound by the terms and conditions of this Agreement.

1. *Software* means the Priority Dispatch System ("PDS") software, content, and/or manual flip cards that you receive from PDC in connection with this Agreement and as further identified in Customer's invoice or quote from PDC, regardless of the medium on which it is stored. Documentation means any and all manuals, instructions and other documents and materials that PDC provides or makes available to Customer in any form or medium in relation to the Software. Whenever the context reasonably permits, any reference in this Agreement to "Software" shall also apply to the PDS and to the Documentation, which together comprise the Licensed Product. Except as provided below, in the section entitled "Limited Software Warranty," any Updates to the Software received by you from PDC shall be included in this definition of Software and covered by this Agreement. User rights to the Software are obtained only from PDC, by license agreement with PDC.

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independent from the Licensed Stations, and shall not run concurrent functions with the Licensed Stations. Backup Stations are only licensed to be used in circumstances when the Licensed Stations are rendered inoperable.

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5. License Fee. You shall pay PDC the License Fee specified and in your invoice from PDC when the License is purchased, and the ESP fee annually thereafter. Any increase in the Number of Licensed Stations will require the payment of additional license fees to PDC at its then-current rate for incremental Licensed Stations for the Software.

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7. Use and Protection of the Licensed Product(s) and PDS. You are not entitled to receive any source code for the Software. Without PDC's express, prior written permission, you shall not: (a) *decompile, disassemble, reverse engineer, or otherwise attempt to discover the source code or trade secrets of the Software, or alter the Software or create any derivative work or product based upon, or derived from the PDS, Software or Documentation; or (b) transfer, disclose, rent, lease, loan, publicly display, adapt, timeshare, sublicense, duplicate, distribute, translate, modify, or alter the Software or any copy thereof, including, without limitation, any deletion from or addition to the Software, or allow third party access to or use of the Software or any copy thereof in any manner; or (c) use the Software in any way not specifically provided under this license.* Modification of the Software by implementing Updates provided by PDC under this Agreement, and by the addition of local response configurations to PDS dispatch codes (as provided for elsewhere in this Agreement) are not in breach of this section. You acknowledge that your material breach of this Agreement would provide PDC the option to terminate this License and/or withhold Service and Support, and would also cause irreparable harm to PDC that could not be adequately compensated by damages alone. Consequently, PDC may seek and obtain, without posting any bond or providing any other security, immediate preliminary and permanent injunctions against your breach or threatened breach of the Agreement, in addition to any and all other legal and equitable remedies available, and you hereby consent to the obtaining of such injunctive relief. In addition to other remedies that may be available to PDC, PDC shall be entitled to recover any profits made by you as a result of the breach of this Agreement or the infringement of its intellectual property. Any derivative product, whether created knowingly or unknowingly, shall be the property of PDC.

8. Extended Service Plan. This Agreement includes and incorporates the accompany Extended Service Plan (ESP) agreement as set forth below.

9. Taxes. Any sales, use, withholding and other taxes, duties or government assessments relating to this Agreement or the License, or to the payments or transactions hereunder, shall be paid by you, in addition to all other specific payments required to be made by you under this Agreement. If any taxes or amounts are withheld or deducted by any government or authority from any license fees or payments to PDC, you shall be obligated to pay the taxes or amounts withheld or deducted so that the license fees and payments actually received by PDC are the full amounts contemplated by this Agreement before such withholding or deduction. If necessary the license fees and amounts shall be increased ("grossed up") so that the license fees and payments actually received by PDC after such withholding and deductions are the full amounts. This section does not apply to U.S. federal or state taxes that may be imposed upon PDC on the basis of net corporate income.

10. Use of Software; Updates. You may only use the Software in compliance with this Agreement and the Documentation. PDC may issue Updates or revisions to the Software and bulletins or advisories concerning use of the Software (see also, "Updates" in the ESP). Your failure to implement such PDC-provided Updates or revisions within 90-days of PDC providing same to you will constitute a material breach of this Agreement, giving PDC the right to terminate the License for cause and/or to withhold further Service and Support, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from failure on your part to implement such Updates (see also, ESP Section titled "Unsafe Practices"). Updates to the Software received by you from PDC shall be covered as "Software" under this Agreement, as provided above, in the section of this Agreement entitled "Software." An exception to this general rule is provided immediately below with respect to refunds, in the section entitled "Limited Software Warranty."

11. Limited Software Warranty. PDC warrants that if the Software does not materially conform with its descriptions in the Documentation and PDC's published specifications, and if you report in writing to PDC within 30 days after delivery of the Software to you any material failure of the Software to so conform with the Documentation or specifications, then PDC will, at its sole option, and at no cost to you, either: (a) *remedy the failure or provide a reasonable work-around solution; or (b) offer to refund License Fees and any pre-paid fees for ESP that have been received by PDC for the non-conforming Software.* The refund offer does not apply to free Software Updates provided by PDC under this Agreement. If a refund is offered, you will have 20 days from the date of the offer to either accept the refund or accept the Software "as-is." If you elect to accept the Software as-is, then PDC's warranties will be deemed satisfied and this Agreement will not terminate. If you accept the refund offer, you must return the Software to PDC within 20 days of the date of the offer; the License will terminate; and you must certify in writing to

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12. Inspection. PDC may, from time to time and at its own expense and option, inspect your facilities and records to audit your compliance with this Agreement. Although not obligated to do so, PDC may inform you of any improper, unauthorized or unsafe usage of the Software. If you are informed of any such misuse of the Software and fail to correct it to PDC's reasonable satisfaction within 30-days of written notice from PDC, then PDC may terminate the License. In addition, if you develop, market, or otherwise use a competing or alternative dispatch product, you expressly authorize PDC to enter your facilities to inspect and evaluate the competing or alternative product to determine if any of PDC's intellectual property or intellectual property rights are being violated.

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15. RESPONSIBILITY. IT IS YOUR RESPONSIBILITY TO EXAMINE AND TEST THE SOFTWARE AFTER IT IS DELIVERED TO YOU TO DETERMINE IF IT IS ACCEPTABLE TO YOU AND ADEQUATE AND SAFE FOR YOUR NEEDS AND USES. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR YOUR USE OF AND RELIANCE ON THE SOFTWARE. YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, THE ESP, AND THAT THE LICENSE IS CONDITIONED ON YOUR REPRESENTATION TO PDC THAT YOU HAVE ACCEPTED AND AGREE TO BE BOUND BY THIS AGREEMENT AND THESE PROVISIONS AND DISCLAIMERS.

16. ALLOCATION OF RISK. THIS AGREEMENT DEFINES A MUTUALLY AGREED-UPON ALLOCATION OF RISK, AND THE FEES PAYABLE HEREUNDER REFLECT SUCH ALLOCATION OF RISK.

17. Termination. Either party may terminate this Agreement as set forth elsewhere herein, or based upon a breach of this Agreement by the other Party which is not cured within 30-days of written notice thereof. This Section 17 shall not limit the relief, remedies and damages to which the non-breaching party may be entitled. You may also terminate the Agreement by returning the Software to PDC at any time, subject to the decommission process below. Upon any termination of the Agreement, you must, within 15-days of termination, cease using the Software and return it to PDC, together with any Software-related products provided to you by PDC hereunder and any copies created by you, and a written certificate that you have not retained and no longer control access to any copies of any of the Software, and that you have not transferred or disclosed any of the same to any third party.

(a) Decommission Process. Decommissioning of the PDS can be very extensive. Customer shall contact PDC at least 90-days before Customer plans on using an alternative dispatch product. At that point, PDC shall provide Customer with more detailed information regarding the decommission process. Part of the Decommission process will involve collecting all PDC intellectual Property and exporting PDS data in a format that will give Customer access to historical records. In order to successfully

decommission the PDS, Customer understands that PDC will come on site at their location and Customer must provide a dedicated person (generally an I.T. person) to PDC to allow for the successful decommissioning of the PDS. After the decommission process, any PDC products, intellectual property, or materials found shall be immediately forwarded to PDC.

18. Disputes.

(a) United States. If Customer is located or conducts its main business operations in the United States of America (including territories), this Agreement shall be governed in all respects by the laws of the State of Utah, United States of America. Any litigation or arbitration between the parties shall be conducted exclusively in a state or federal court of competent jurisdiction in Salt Lake City, and their respective courts of appeal. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees.

(b) Outside of United States. If Customer is located outside the United States of America (including territories), this Agreement shall be construed in accordance with the laws of the State of Utah, United States of America. Any dispute or difference of any kind whatsoever arising out of or in connection with this Agreement, including any questions in connection with the existence, construction, interpretation, validity, termination or implementation of this Agreement, shall be referred to and finally settled in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce then in effect. The arbitration shall occur in the United States of America. The arbitration tribunal shall be composed of three (3) arbitrators. The Parties each hereto shall be entitled to appoint one (1) arbitrator and the third arbitrator shall be selected by the other two arbitrators. The place of arbitration shall be in the United States of America, and the arbitrators shall apply the law of the State of Utah, United States of America to all issues in the dispute. The language to be used in any arbitration proceedings shall be English. Any award made by the arbitration tribunal shall be final and binding on the Parties and shall be enforceable in any country which is a signatory to the 1958 New York Convention. No arbitration of any dispute or difference shall commence unless the Parties have attempted in good faith to settle the same amicably within sixty (60) days after the date of a written notice of arbitration by one Party hereto to the other Party, which notice shall describe generally the nature of the dispute. The costs of arbitration shall be borne by the losing Party. The prevailing Party in any dispute arising out of or relating to this Agreement will be entitled to receive all reasonable expenses of litigation or dispute, including, without limitation, attorney fees. When any dispute occurs and when any dispute is under arbitration except for the matters under dispute, the Parties shall continue to fulfill their respective obligations (and shall be entitled to exercise their rights) under this Agreement.

19. Export Controls. You warrant and certify the Software will not be exported, re-exported or otherwise made available by you to any country, entity, or individual in violation of any U.S. laws or regulations.

20. Assignment. You may not assign or in any way transfer the License, this Agreement, or your rights hereunder without the prior, written consent of PDC. PDC may assign or transfer this Agreement to any third party who acquires substantially all of its intellectual property in the Software.

21. Severability. In the event that any provision in the Agreement is invalid, unenforceable, or in conflict with applicable law, then such provision shall be construed, limited, and narrowed to the extent necessary to make the provision valid, enforceable, and in compliance with applicable law. This may include the incorporation of exceptions into the provision, if necessary. Other provisions of this Agreement shall not be affected thereby.

22. Government End Users. A "U.S. Government End User" shall mean any agency or entity of the government of the United States. The following shall apply if Licensee is a U.S. Government End User. The Software is a "commercial item," as that term is defined in 48 C.F.R. 2.101 (Oct. 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (Sept. 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein. The Software (including related documentation) is provided to U.S. Government End Users: (a) *only as a commercial end item; and (b) only pursuant to this Agreement.* With respect to end-users that are of any other government, similar conditions are likewise agreed upon between the parties, to the effect that Licensee hereby acknowledges that the Software constitutes a pre-existing commercial product developed at private expense and provided to Licensee only in accordance with the terms and conditions of this Agreement and that Customer has no rights not explicitly granted by PDC under this Agreement.

23. Force Majeure. Except for obligations to make payment, neither Party shall be liable to the other for any failure to perform its obligations due to any cause beyond its reasonable control.

24. Entire Agreement. This EULA (a) *represents the entire agreement between the Parties concerning its subject matter; (b) supersedes all prior communications, agreements, understandings, representations and warranties relating to the subject matter of this Agreement; and (c) shall only be amended, cancelled or rescinded by a writing signed by both Parties.* No one is authorized to modify this Agreement or make any warranty or representation or promise which is different than, or in addition to, the provisions, limited warranties, representations and promises specified in this Agreement. Any terms or conditions of any purchase order or other document submitted by you in connection with the Software or Documentation which are in addition to, different from or inconsistent with the terms and conditions of this Agreement are not binding on PDC and are ineffective and non-binding.

25. Construction. This Agreement represents the wording selected by the Parties to define their agreement and no rule of strict construction shall apply against either Party. Whenever the context reasonably permits, the singular shall include the plural, the plural shall include the singular, and the whole shall include any part thereof.

26. Confidentiality. A party during the course of this Agreement may have access to or receive information regarding personnel, materials, data, systems, proprietary information/products, software programs, trade secrets, concepts, know-how, and other information which may not be accessible or generally known to the public. Any confidential or proprietary information/products received by one party from the other party shall be kept confidential and shall not be used, published, divulged, and distributed by the receiving party to any other person or entity without the prior written approval of the disclosing party.

Extended Service Plan ("ESP")

1. Extended Service Plan.

a. **ESP:** Includes 24x7x365 technical support and Updates, Upgrades, and New Versions of the Software. It also includes an annual subscription to the Continuing Dispatch Education Series/Advancement Series, updated QAGs (Quality Assurance Guides), updated FRGs (Field Responder Guides), Cardsets, and a number of annual site visits. Site visits can be IT, CDE, software training, QA support, ACE application support, or implementation help (the number of site visits is based on the number of Licensed Stations).

b. **ESP Miscellaneous.**

1. Client must register as described in Section 2 below.
2. The annual ESP fees must be fully paid in advance. The ESP period is for one year, and is renewed annually upon continued use of the Licensed Products.
3. All Licensed Products that a Customer must have the same ESP.
4. PDC may modify and replace this ESP from time to time and any prior ESP is superseded. The new ESP then becomes the current ESP and is part of this EULA.
5. PDC reserves the right to terminate this Agreement if You are not current on your financial obligations to PDC.

c. **Customer Obligations:**

1. Customer's hardware and operating systems must meet the minimum system requirements provided by PDC.
2. Customer is solely responsible for any required adjustments or updates to its hardware or operating system software required to accommodate Updates or Upgrades of the Software.
3. Customer shall ensure availability of its own technical support personnel so PDC can fulfill its service obligations.
4. When reporting a problem to PDC's technical support, Customer shall provide a complete problem description, along with all necessary documents and information that is available to the Customer and required by PDC to diagnose and resolve the problem. Customer agrees to grant all necessary access to all applicable systems so that PDC can provide appropriate support.
5. Customer shall carry out any instructions on troubleshooting or circumvention as provided by PDC.
6. Customer is solely responsible for ensuring the compatibility of non-PDC products with PDC products.
7. Customer is solely responsible for ensuring its systems, software, and data are adequately backed up. PDC shall not be liable for any lost data.
8. Customer shall provide for any other requirements reasonably specified by PDC that relate to the rendition of the services to be met.
9. As necessary, Customer will permit PDC with remote access to its systems to provide any required or necessary support.
10. If Customer fails to fulfill its obligations outlined in this Section, PDC is entitled to bill its time and effort made necessary by Customer's failure(s) at PDC's currently stated hourly rates.
11. Computer-Aided Dispatch ("CAD") Integration. Any costs relating to the integration of PDC's Licensed Products and the Customer's CAD system or CRM, or the like, software shall be the responsibility of the Customer. The integration of PDC's Licensed Products and Customer's CAD system must be inspected, tested, and certified by PDC before taking live calls.

2. Updates & New Versions. An important part of PDC's on-going research and development to optimize the effectiveness of the Software is its regular evaluation of the experience, findings and recommendations of licensed Software users in the field; the College of Fellows of the International Academies of Emergency Dispatch ("IAED"); Quality Assurance programs; and of its own, internal research and studies. Consequent to these and other research and development activities, PDC may, from time to time, prepare and release Updates and/or New Versions of the Software. Notifications for Updates and/or New Versions of the Software are sent electronically (via email). In order to ensure

receipt of the Software notifications, Client must register at http://www.prioritydispatch.net/support/int_notification.php. You acknowledge that failure to register may result in You not receiving urgent and vital communications about the Licensed Products. As part of its registration obligation, Client agrees to keep all its registration information current and up-to-date and understands it is solely responsible for ensuring it receives Software notifications.

- a. **Updates** When PDC determines that particular improvements, modifications or enhancements may be useful as an Update to the current Version, PDC may issue an Update to licensees who have maintained their online Software notification registration and ESP current as provided herein. Client shall, within 90 days of an Update release from PDC, implement such Update. Client's failure to register for Software notifications and implement Updates, as provided here, would constitute a Breach of the EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support. Such Updates may be accompanied by instructions for updating the Software. Installation of an Update in accordance with such instructions is not a modification prohibited by the section of the Agreement titled "Use and Protection of the Licensed Product(s) and PDS."
- b. **New Versions** When PDC determines that substantial revisions to the Software (among other factors) may justify it, PDC may issue a new Version of the Software ("New Version"). PDC may thereafter cease issuing Updates for versions and editions preceding the New Version. Said New Version then becomes the current version and edition of the Software, but is not licensed to you, unless it is part of your ESP plan. In the event New Versions are part of your ESP plan, the New Version shall be governed by PDC's then-current license Agreement. If New Version are not part of your ESP plan then the New Version constitutes a new product that can only be obtained through the purchase of a new license from PDC that is licensed under a new agreement with PDC. During an introductory period licensees who are current in their registration and service plan with the preceding version may be offered, for a reduced fee, a license to use the New Version. The New Version will be governed by PDC's then-current license agreement.

Extended Service will not be available indefinitely after a New Version of the Software is released to replace a prior version. Customers that continue to use prior versions after a New Version has been released are solely responsible for their continued use, and for the results obtained from such continued use, of any prior version. You hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and liabilities that may arise from your election not to implement any New Version after it has been released.

3. Responsibility. Client assumes full responsibility for ascertaining the suitability of, and for its selection of, the Software, as well as for its installation, implementation and use, and for the results obtained from it. You are responsible for decisions made and actions taken based on the Software. The Software is designed and intended for use by emergency dispatch professionals trained and experienced in the uses and limitations of computer software in general, and more specifically, of the emergency dispatch system(s) the Software is designed for as a quality management tool.

4. Research Data Sharing. In the interests of advancing the state-of-the-art in emergency dispatching through effective use of and improvements to the Software, Client shall, in timely response to PDC's reasonable written requests, provide PDC with copies, on disk or tape, of the data associated with the functioning of the Software. PDC shall use such data in compliance with applicable government regulations and restrictions (including, without limitation, HIPAA in the U.S.), and may use such data for research and development purposes. It will not make any external, public use or release of such research data without the prior written consent of Client. Furthermore, PDC will not request data in a manner that includes any names or personal identifying information or that indicates Client as the source of the data. Additionally, by sharing data with PDC, you allow PDC to share the data with the IAED for the purpose of improving and advancing dispatching.

5. Expert System Disclosure. This expert system is designed for use by Emergency Dispatchers or calltakers (EDs) who have been trained and certified in the use of the PDS and who function in a prescribed PDS quality assurance environment. It is not a novice system. The system design envisions occasions when even the trained ED will have to make a subjective decision regarding a caller's response and make the most correct selection from the list of choices presented. The design of this system incorporates current professional and logic accuracy. Of necessity, however, it also reflects some subjective opinions of professional experts and programmers with which others may reasonably disagree. The system and its necessary maintenance components must be considered and approved by local control entities and ED agency administration, prior to implementation and on-line use by trained EDs. The system also envisions that, when appropriate, trained EDs will have the option of "overriding" a system-recommended choice for enhanced patient safety and that they will choose the "most appropriate" telephone treatment options from available menus. New information may change the complexion of the emergency during the call as EDs validate caller responses or treatment. This system allows the trained ED to "reconfigure" response levels based on new information. With the foregoing in mind, this system cannot reasonably be expected to predict exact outcomes or unerring ED performance in all cases. The designers recommend that quality assurance mechanisms be put in place that include review of each of these "special choice" situations for ED correctness and consistency. This system cannot, under this license, ever be used by non-IAED-certified individuals. Failure to maintain an adequate number of certified personnel will void this license and all materials covered hereunder must be immediately returned.

6. Modification of Software, Cards, or PDS. Other than as specifically provided in this ESP, you shall not modify, change, or alter the PDS Protocols or anything on the Software, Cards, or PDS without the prior, express, written consent of PDC. This ESP outlines the scientific process of protocol modification, which is performed by the College of Fellows of the IAED (see sections titled "Changing the PDS" and "Accepted Process for PDS Modification" in this ESP). Implementation of Updates, as provided in the section of this ESP titled "Updates & New Versions," qualifies as a modification, change, or alteration with PDC's express, written, prior consent. Any unauthorized change made, and/or implemented in the Software, Cards, or PDS by the Client is a material Breach of this EULA, giving cause for PDC to terminate this Agreement or withhold further Service and Support.

7. Derivative Products. In the event any PDS client creates, knowingly or unknowingly, any derivative product of the PDS, such derivative product shall be owned by PDC and its use must be discontinued and the derivative (including all copies or drafts of such work) sent to PDC within 10 days of PDC's written request to do so.

8. Customization of Responses. Authorized customization of the PDS consists of matching Priority Dispatch Determinant levels (A, B, C, D) with locally determined response capabilities of equipment and professional personnel. This is limited to additions to the blank "Response" section (bottom right) of all protocols. The responses to be inserted in said "Response" section are determined solely by the licensed client.

Local ED authorities are authorized and within their license rights to so add responses to the specified bottom right section of the relevant cards, without any requirements to either notify PDC or to coordinate these particulars with PDC (unless required to do so by separate consulting agreement), and PDC bears no responsibility or liability for actual local responses selected or used. Additionally, the IAED allows the designated local law enforcement administrator, or their designee, to edit current Critical EPD Information (CEI) text to better address locally defined performance expectations. Adding CEI text shall preserve the intent of the original CEI and vary only by providing more specific instructions for actions EPD's should take. CEI text shall meet or exceed the standard of practice in law enforcement and neither PDC nor the IAED bears any responsibility or liability for CEI text used and relied upon.

a. **Documentation.** The approval and customizations above are generally finalized and documented through Dispatch Review Committee and Dispatch Steering meetings. It is your responsibility to ensure sign off signatures and authorizations are obtained on record in writing, and that all ED personnel are training in their proper use.

9. Changing the PDS. All written text and printed materials in the PDS, including, without limitation, Interrogation Questions, Dispatch Determinants, Pre-Arrival Instructions, Post-Dispatch Instructions and Additional Information are integral to the PDS. Licensed clients are NOT AUTHORIZED TO MAKE CHANGES TO THE PDS. Changes are made only by the Accepted Process specified in the section of this ESP titled "Accepted Process for PDS Modification." This is based on the following:

a. **Implementation and Familiarity with the PDS.** The PDS has been in continuous field use since 1978, during which time it has been regularly enhanced through more than 13 major revisions for New Versions. It is not prudent for any client to consider recommending system changes prior to gaining the practical experience and perspective of implementing the PDS and running it "as is" at a demonstrated rate of high dispatcher compliance.

b. **Total Quality Management.** A Quality Improvement and Management Program is required. Key elements shall include:

- i. As with other aspects of a sound emergency dispatch program, a qualified emergency service professional must be engaged as ED Director. Depending upon the requirements and resources of the professional emergency service system, this may be a part-time or a full-time position. In either case, the ED Director must be empowered with control over professional policies, procedures and decisions in the system. The ED Director must be regularly involved at all levels, particularly at the "front line" level where the EDs handle the calls for ED help. This helps even an experienced ED professional to become functionally "dispatch literate." The ED Director should also attend activities of the Quality Assurance committees and personnel, and evaluate and guide their performance. It is highly recommended that any ED Director who has not already participated in an IAED Executive Certification Course, do so before the end of the 6-month implementation period. This is required for eventual IAED Dispatch Center accreditation.
- ii. **PRIORITY DISPATCH SYSTEM STEERING and REVIEW COMMITTEE(S):** One or more committees shall be established to set policy and review performance of ED operations with the PDS. The ED Director must participate in all material decisions by these committees and must be included as a signatory on any policy or procedural determinations made by such committees. A PDS Steering and Review Committee must be established and meet at least quarterly to review, evaluate, and approve the application of policies or procedures affecting PDS operations.
- iii. **CERTIFICATION:** It is required that all EDs utilizing the PDS be certified by the IAED and strongly recommended that all system administrators, managers, and supervisors be certified in the IAED 1-day National Executive Certification Course. The PDS shall not under any circumstances be used by untrained or uncertified individuals. The PDS is not intended to be quality assured or supervised by untrained or uncertified individuals.
- iv. **CONTINUING DISPATCH EDUCATION ("CDE"):** All EDs utilizing the PDS must participate in a structured CDE program that provides necessary relearning, familiarization, and updating with the evolving science of the PDS. At a minimum 12 hours per year must be devoted to CDE to ensure proper recertification by IAED.
- v. **DISPATCHER PERFORMANCE EVALUATION AND PROTOCOL COMPLIANCE:** It is required that EDs closely comply with the PDS interrogation, prioritization coding, and scripts. To this purpose, the Quality Improvement and Management Program must include continuous case review and evaluation according the IAED's Center of Excellence minimum performance requirements, which are available on its website. EDs not complying must be officially notified of the findings, retrained, and, if necessary eventually disciplined. Non-compliance to the PDS has been demonstrated to significantly decrease its effectiveness and safety and shall not be tolerated by managers and employers. In the interest of public safety, the protocol must be followed.
- vi. **ACCREDITATION:** It is strongly recommended that all dispatch agencies utilizing the PDS achieve the operating performance standards required for Accreditation by the IAED.

10. Accepted Process for PDS Modification. In 1988, the IAED was formed as a scientific professional organization for Emergency Dispatching. Within the Academy's structure exists the College of Fellows — a select group of professional dispatch, public safety and emergency experts that has adopted the following mission statement: "To conduct an on-going review of the current standards of care and practice in Emergency Dispatch and evaluate the tools and mechanisms used to meet or exceed those standards."

THROUGH A DEFINED PROCESS, THE FELLOWS REVIEW RECOMMENDED REVISIONS AND IMPROVEMENTS TO THE PDS IN A TIMELY, ORGANIZED WAY. THE ONLY AUTHORIZED METHOD OF PDS PROTOCOL CHANGE IS BY THIS ESTABLISHED SCIENTIFIC METHOD OF THE COLLEGE OF FELLOWS.

Individual licensed clients are not allowed to change or modify any pre-printed text or color coded portion of Cards or Software unless authorized to do so by PDC, as agent of the IAED College of Fellows. All licensed clients are encouraged to share their significant recommendations, discoveries and data with the College in writing (see section titled "Research Data Sharing" in this BSP). By this scientific method, knowledge of the PDS can be unified and new improvements shared by all licensed clients.

11. Unsafe Practices. Unlike the authorized modifications specified above, no other modification or customization of the Software, Cards or PDS is authorized or allowed under this License. Any modification or mis-use of the Licensed Product(s) – i.e., a use not specifically authorized in this written Agreement – must be considered unsafe unless and until it has been formally approved through the Academy's

scientific process referred to above. Unauthorized modifications to or changes of or misuse of the Licensed Product(s) would constitute material breaches of this Agreement and give cause for PDC to terminate it and to discontinue support hereunder. Because unauthorized modification, change and/or misuse of the Licensed Product(s) are expressly not allowed, you are solely responsible for any and all results of any such unauthorized modification, change or mis-use, and you hereby agree to indemnify and hold PDC and the IAED harmless from and against any damages and/or liabilities that may arise from any such breach of this Agreement by you. An example of an unsafe practice would include (but not be limited to) the following: The modification or responses to incorporate a “no-send” or “referral” option is not authorized by this License. Such practices may only be authorized under a special “Omega” Software License from the IAED. Any implementation of any such modifications without such an Omega License is an unsafe practice and must not be undertaken. Interested Licensees should contact the IAED to pursue any contemplated modification. In addition, the use of the software, protocols, and training materials by non-IAED-certified individuals is considered to be an Unsafe Practice and is not allowed under this license agreement.

a. **CLIENT NOTIFICATION OF ANY UNSAFE PRACTICE(S) AND ITS REMEDIES.** The Licensor may at any time for any activity it deems as an Unsafe Practice, notify the Client to cease and desist such practices(s), and may, at the Licensor’s sole discretion, grant a timeframe for such remedies to occur. Reasonable consideration of sincere proposed processes or attempts by a Client so notified to effect remedies will not be unreasonably withheld. It is the sole right of the Licensor to invoke an immediate revocation of this license and the return of all licensed products if the Unsafe Practice is egregious enough to pose a risk to the public safety. Additionally, this EULA authorizes PDC or the IAED to contact applicable city, county, state, or national leaders or officials to inform them of any performances issues, threats to the safety of the public, or the like.

12. International Dispatch Coding System. The Determinant (and sub-determinant) codes represent the only widely accepted dispatch coding system in the world. A unified coding system provides for uniform training, use, data collection, data sharing, and comparative scientific study. This coding system may not be modified in any way not authorized in this EULA. As provided above, in the section of this ESP titled “Customization of Responses,” however, it is the licensed client that selects the type of response, whatever it may be, to be generated by any particular code (e.g., 10-D-1). In this way, the coding system remains intact while allowing the client full discretion in establishing the local responses “attached” in parallel to these codes.

13. Standard of Care and Practice. Since 1978, PDC and its originators, have been the principal contributors to the establishment of safe professional standards for Emergency Medical Dispatch (and subsequently, Police and Fire Dispatch) care and training. PDC’s Priority Dispatch Systems, as well as its ED training and certification programs, meet or exceed every applicable standard known to PDC. Through substantial commitments of expertise and other valuable resources to basic and applied research, development, quality improvement, dispatch liability, and risk management, PDC is dedicated and determined to continue setting the standard in ED. In the opinion of some medical-legal experts, when the current Version of the PDS is properly used by IAED-Certified ED professionals, the current standard for emergency dispatch has been met, and the most reasonable actions for both callers and responders have been taken by the ED center.

14. Dedicated Legal and Consultative Support. Priority Dispatch Corp. is available for ED system evaluations, ED case reviews, and expert opinion and witness services to currently registered licensed clients of the PDS who have are using the Newest Version, and to their professional staff of EDs and ED instructors who have been trained, then certified through the IAED and maintained their IAED certifications current. PDC’s professional staff will vigorously defend proper use of the PDS by professionally trained EDs against charges of dispatch negligence that may arise. All such services are available at PDC’s then-current fee schedule for such licensed client services.

15. National Q Services. National Q is a quality assurance service provided by PDC. In the event Customer utilizes National Q, the following shall apply:

a. **Pre-National Q:** Customer understands that they and PDC shall have the following meetings before starting the QA services:

- i. Stakeholders Meeting – overview of the system and process for directors, chiefs, and upper administration.
- ii. QA/QI Meeting – Analysis of current system with current Customer QA staff
- iii. Protocol Refresher Meeting – overview of Protocol and QA for dispatch staff

b. **National Q Technical Process:**

- i. Customer will allow PDC to have remote server access using SecureLink® software to a dedicated physical or virtual workstation configured with AQUA®, ProQA® Admin Utility, XLERATOR®, and the Customer’s audio logger/recorder.
- ii. CAD (Computer Aided Dispatch), RMS (Record Management System), JMS (Jail Management System), and NCIC (National Crime Information Center) should not be accessible on this dedicated physical or virtual workstation.
- iii. PDC will audit calls remotely using SecureLink. An additional AQUA® software License per discipline will be provided by PDC for the National Q Reviewer’s access for the term of contract, along with an accompanying voice logger integration license.
- iv. Customer understands that they must always update to the latest version of AQUA.
- v. If there is a Customer related issue (technical or otherwise) that prevents the National Q Reviewer from reviewing cases, including providing the associated reporting, PDC will only be responsible for two weeks of case review volume from the date the issue is resolved looking backward, and case review going forward.

c. **Quality Assurance Process:**

- i. QA shall be done according to the IAED standards for Accreditation (http://www.emergencydispatch.org/standards_for_accreditation).
- ii. Customer will receive weekly completed QA cases in AQUA based on the National Q timeline established by the parties. This will allow Customer to give appropriate and timely feedback.
- iii. Customer must identify an individual to provide case review feedback to dispatchers as provided to them by the National Q reviewer. This individual must be certified by the IAED as an ED-Q. Customer’s contact person (ED-Q) will work

directly with the National Q representative. The Customer's ED-Q will provide any quality improvement feedback and training to Customer's dispatchers/calltakers based on the feedback they receive from the National Q Reviewer. In other words, the customer ED-Q will work with Customer's dispatchers/calltakers to help them understand structured protocol utilization, address protocol compliance and performance improvement requirements to become a more effective dispatcher/calltaker.

iv. In order to ensure the integrity of the QA Service, any feedback provided by the Customer's ED-Q to its dispatchers/calltakers shall not be contrary or inconsistent with the National Q Reviewer's audit and comments. If the ED-Q does not understand or agree with the National Q review of the call or believes a mistake or miscommunication has occurred the ED-Q should inform the dispatcher/calltaker that they will research the issue and contact the National Q representative so a resolution can be made through the appeals process. Once it has gone through the appeals process the decision is final.

16. Definitions.. This section contains more detailed definitions of certain terms used in this EULA

"Cards"

The manual version of a PDS in the form of printed reference cards or in the form of electronic tablets provided by PDC to Client under this EULA.

"Client," "Customer", "Agency," "Licensee", "You", "you" or "your"

The end user licensed to use the licensed Software under the Agreement. This is the end user who enters into the Agreement with PDC.

"certification" and "recertification"

When used in this agreement, certification and recertification mean specifically by the IAED.

"ED", Emergency Dispatch and/or Emergency Dispatcher.

These terms are basic to expanded definitions of Police, Fire and Medical Dispatch and/or Dispatcher, by adding the letters "P", "F" and/or "M", respectively; as in "EPD", "EFD" and/or "EMD", respectively.

"PDS", Priority Dispatch System.

These terms are basic to expanded definitions of Police, Fire and Medical Priority Dispatch Systems, by adding the letters "P", "F" and/or "M", respectively; as in "PPDS", "FPDS" and/or "MPDS", respectively. For purposes of this EULA, a reference to PDS also includes a reference to MPDS, FPDS, and/or PPDS.

"Update"

An Update represents a collection of improvements, modifications, or enhancements to the Cards, Software or PDS within a Version (as this latter term is defined below). Generally, Updates are provided to all currently licensed and registered licensees under a n Extended Service Plan with PDC. An Update is designated by the number to the right of the decimal point in the release number of a Software release (e.g., Release 12.2 would an Update from Release 212.1). A Version may include a plurality of Updates (e.g., 11.1, 11.2 and 11.3 would be separate Updates within Version 11).

"Version"

A version of the Software constitutes the combination of the Software and/or Cards for a particular PDS. A Version is designated by the version number assigned by PDC to the left of the decimal point in the release number of a Software release (e.g., Version 11 of the Software is designated by 11.x; and the next new Version would be designated with 12.x). A New Version means, for example, going from 12.2 to 13.0 or in other words increasing the number to the left of the decimal point.

17. Additional PDC Products. As applicable, the terms of this EULA apply equally to PDC's additional products/services including, but not limited to, the Field Responder Guides, Quality Assurance Guides, and Send Cards.

RESOLUTION NO. 2018 – _____

A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS FOR THE PURCHASE OF A POLICE PRIORITY DISPATCH SYSTEM FROM PRIORITY DISPATCH IN THE AMOUNT OF \$55,623, AS REQUESTED BY THE POLICE DEPARTMENT

WHEREAS, the City of Bloomington Police Department is responsible for the answering of incoming emergency and non-emergency telephone calls from the public; and

WHEREAS, the Police Priority Dispatch System will provide an identifiable, reproducible, and defensible standard of emergency police call processing; and

WHEREAS, bidding the work is not possible since the Police Department already utilizes the Medical Priority Dispatch System and Fire Priority Dispatch System and the proposed system would fully integrate with existing systems.

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

That the recitals set forth above are incorporated herein, the bidding requirements waived and City Manager, or designated representatives, are authorized to purchase the Police Priority Dispatch System from Priority Dispatch at the prices quoted, and are authorized to execute the necessary documents.

PASSED this 23rd day of April 2018.

APPROVED this ____ day of April, 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk



CONSENT AGENDA ITEM NO. 8H

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution Waiving the Formal Bidding Process and authorizing City Staff to continue disposing Leaf and Grass Material (Bid #2018-46) on the property of Chris Witte at a rate of \$3.50 per cubic yard, as requested by the Public Works Department.

RECOMMENDATION/MOTION: A Resolution Waiving the Formal Bidding Process be approved, and authorize the disposal of Leaves and Grass Material (Bid #2018-46) on Chris Witte’s property at a rate of \$3.50 per cubic yard, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: On Thursday, March 15, 2018 an Invitation to Bid was posted in The Pantagraph. Bids were due on Tuesday April 3, 2018 at 11:00 a.m. No bids were submitted. Consequently, the City has no place to dispose of its leaves unless an arrangement is made with a third party. Chris Witte has for some time allowed the City to dispose of grass and leaves on his farm property at the south edge of town. The grass primarily comes from the City’s drop off facility and leaves are collected by Public Works crews. Mr. Witte agrees to continue accepting City leaves and grass at the same rate of \$3.50 per cubic yard.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Published in The Pantagraph March 15, 2018. No submittals were received by the deadline of April 3, 2018.

FINANCIAL IMPACT: Funds are included in the FY 2019 Budget under Solid Waste for both Grass Disposal (\$1,500 budgeted under account 54404400-70664) and Leaf Disposal (\$25,750 budgeted under account 54404400-70665). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement Proposed” on page 115.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Maria Basalay, Public Works Office Manager

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:

- 13B – Record of Bid Opening for Bid #2018-46 Disposal of Leaves & Grass
- 13C – Resolution Disposal of Leaves & Grass

RESOLUTION NO. 2018 – _____

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE CONTRACT FOR DISPOSAL OF LEAVES AND GRASS (BID#2018-46)

WHEREAS, on Thursday, March 15, 2018 the City posted an Invitation to Bid a Contract for the disposal of leaf and grass materials; and

WHEREAS, on Tuesday April 3, 2018 at 11 a.m. such Bids were due and no Bids were submitted; and

WHEREAS, the City desires to Waive Its Bidding Requirements and to allow the Interim City Manager to approve to continue using Chris Witte as a third party location to dispose of grass and leaves material.

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

That the recitals set forth above are incorporated herein, the Technical Bidding Requirements Waived, and Interim City Manager is authorized to execute any necessary documents to effectuate the approval.

PASSED this 23rd day of April, 2018.

APPROVED this ___ day of April, 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk



CONSENT AGENDA ITEM NO. 8I

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENTS: Public Works / Community Development-Planning Division

SUBJECT: Consideration of:

(a) An Ordinance approving a budget amendment to reallocate the remaining FY18 Harriet Fuller Rust Grant funds to the Capital Improvement Fund and

(b) A Resolution authorizing a Change Order in the amount of \$64,000.00 to the FY18 Street, Alley and Sidewalk Maintenance Contract awarded to George Gildner, Inc. to facilitate brick repair of temporary gravel utility patches and other restoration work as requested by the Community Development Department's Planning Division and the Public Works Department.

RECOMMENDATION/MOTION:

(a) An Ordinance approving a Budget Amendment to reallocate the remaining FY18 Harriet Fuller Rust Grants funds (#10015420-79985) to the Capital Improvement Fund be approved, and the Mayor and City Clerk be authorized to execute the necessary documents; and

(b) A Resolution authorizing a Change Order in the amount, not to exceed \$64,000.00, to the FY18 Street, Alley and Sidewalk Maintenance Contract awarded to George Gildner, Inc. (Bid 2018-06, PO # 20180056) to facilitate brick repair of temporary gravel utility patches and other restoration work, as needed, to various brick streets in the City of Bloomington; and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 1. Financially Sound City Providing Quality Basic Services; Goal 2. Upgrade City Infrastructure and Facilities; Goal 4. Strong Neighborhoods; Goal 5. Great Places—Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: 1d. City services delivered in the most cost effective, efficient manner; 1e. Partnering with others for the most cost effective service delivery; 2a. Better quality roads and sidewalks; 4c. Preservation of property/home valuations; 4d. Improved neighborhood infrastructure; 5b. City decisions consistent with plans and policies

BACKGROUND: Public Works and Community Development are recommending approval of an ordinance amending the FY18 budget to reallocate funds (under authority from the Historic Preservation Commission) from the FY18 Harriet Fuller Rust Grants to FY18 Street, Alley and Sidewalk Maintenance to repair temporary gravel utility patches and other restoration work, as needed, to various brick streets in the City of Bloomington.

On November 28, 2017, the City Council approved the City of Bloomington Brick Streets Master Plan. The Plan, the product of a six-month public engagement process with the Historic Preservation Commission and Planning Commission, recognizes the 3.5 miles of brick streets as a diminishing community asset. The Plan prioritizes preservation and restoration efforts through a ranking system that focuses primarily on the condition of the street and its contributions to Bloomington's social and cultural heritage. Acknowledging the dispersion of remaining brick streets in the city, the Plan's recommendations result in an equitable distribution of resources and provide staff with guidance for reconstruction, restoration and maintenance of brick streets. Section 9.1 of the Plan, "*Utility Cuts*," recommends using temporary gravel patches, which are later restored with brick, as an alternative method to concrete patching. Temporary gravel patches created after the Plan was approved in 2017 await restoration with brick.

The City of Bloomington Historic Preservation Commission has the power and duty, as authorized in Chapter 44 Section 11-1E (15) of the City Code, to administer funds for preservation purposes. The Harriet Fuller Rust Grant is a city program that promotes the restoration of Bloomington's historic downtown by reimbursing property owners for up to fifty percent of facade improvement costs. Applicants may apply for the grant anytime during the fiscal year and must complete the project within one year receiving an award. Funding for the program comes from the City's General Fund. Traditionally, the program receives multiple applicants and all of the funds are distributed; however, the FY18 application period was slower than most years and \$64,000.00 remain, unused, in the fund.

In an effort to further the community's preservation goals and to protect valuable historic resources, the Historic Preservation Commission recommends that the City Council allow the unused funds from the FY18 Rust Grant budget (#10015420-79985) to be reallocated and applied as an amendment to the FY18 Streets, Alleys and Sidewalk Maintenance Contract (PO# 20180056) to be used for the restoration of gravel patches on the city's brick streets. An Ordinance approving a budget amendment and a Resolution approving a Change Order to the FY18 Maintenance contract are required to facilitate this project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On April 19, 2018, the Bloomington Historic Preservation Commission passed a Resolution recommending and requesting a budget amendment to reallocate the remaining FY18 Harriet Fuller Rust Grant fund monies to carry out the restoration of the temporary gravel patches on Bloomington's brick streets.

FINANCIAL IMPACT: If approved, the remaining FY18 available funds in the Planning-Harriet Fuller Rust Grant account (10015420-79985) will be lowered by \$64,000, the General Fund Transfers-To Capital Improvement account (10019180-89410) raised by \$64,000 and a transfer to Capital Improvement Fund processed. The full accounting can be seen on the attached Budget Amendment Exhibit 2E. As these funds were projected to be used, this results in a net zero effect on projected fund balances and allows additional work to facilitate brick repair of temporary gravel utility patches and other restoration work.

COMMUNITY DEVELOPMENT IMPACT: H-2 Reinvestment in the established older neighborhoods and compact development of the City. H-2.2 Preserve historic structures in the

Preservation Area. N-2 Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner
Michael Hill, Public Works Administration

Reviewed by: Jim Karch, PE CFM, Director of Public Works
Bob Mahrt, Community Development 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:

- 2B ORDINANCE Brick Street Patching Change Order 20180423
- 2C RESOLUTION Brick Street Patching Change Order 20180423
- 2D PREVIOUS RESOLUTION passed April 19, 2018 by the Historic Preservation Commission
- 2E EXHIBIT Brick Street Patching Change Order Budget Amendment Accounting

ORDINANCE NO. 2018 –

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2018**

WHEREAS, on April 10, 2017 by Ordinance Number 2017-26, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018, which Ordinance was approved by Mayor Tari Renner on April 11, 2017; and

WHEREASE, a budget amendment is needed as detailed below;

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

Section One: Ordinance Number 2017-26 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2018) is further hereby amended by inserting the following line item and amount presented in Exhibit 3A in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2017-26 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2017-26.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval.

PASSED the 23rd day of April, 2018

APPROVED the ____ day of April, 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

RESOLUTION NO. 2018 - ____

**A RESOLUTION AUTHORIZING A CHANGE ORDER
IN THE AMOUNT OF \$64,000.00 TO THE FY18 STREET,
ALLEY AND SIDEWALK MAINTENANCE CONTRACT
AWARDED TO GEORGE GILDNER, INC.**

WHEREAS, the City of Bloomington has previously authorized a contract with George Gildner, Inc. for utility maintenance work (FY18 Street, Alley and Sidewalk Maintenance, Bid NO. Bid 2018-06, PO # 20180056); and

WHEREAS, the City Council approved the Brick Streets Master Plan in November 2017 which stipulates that all brick streets in the City of Bloomington must be preserved; and,

WHEREAS, the Brick Streets Master Plan allows for gravel or backfill temporary patches that the City will repair, so long as contractors transport brick to the City's brick storage facility; and

WHEREAS, on April 19, 2018, the Bloomington Historic Preservation Commission passed a Resolution recommending and requesting a budget amendment to reallocate the remaining FY18 Harriet Fuller Rust Grant fund monies to carry out the restoration of the temporary gravel patches on Bloomington's brick streets; and,

WHEREAS, it is the finding of the City Council that the decision to approve the change order is in the best interest of the City of Bloomington and in furtherance of the existing agreement;

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

That a change order in the amount not to exceed sixty-four thousand dollars and zero cents (\$64,000.00) in the FY18 Street, Alley, and Sidewalk Maintenance contract between the City of Bloomington and George Gildner, Inc. is hereby approved.

PASSED this 23rd day of April, 2018.

APPROVED this ____ day of April, 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

City of Bloomington Historic Preservation Commission

Resolution # 2018-01

A RESOLUTION RECOMMENDING THE CITY COUNCIL OF THE CITY OF BLOOMINGTON ADOPT AN ORDINANCE APPROVING A BUDGET AMENDMENT AND PASS A RESOLUTION TO AUTHORIZE A CHANGE ORDER TO FACILITATE THE DEDICATION OF THE REMAINING FY18 HARRIET FULLER RUST GRANT FUNDS, APPROXIMATELY \$64,000.00, TO THE BRICK REPAIR AND RESTORATION OF TEMPORARY GRAVEL UTILITY PATCHES ON VARIOUS CITY OF BLOOMINGTON BRICK STREETS, AN AMENDMENT TO THE FY2018 STREET, ALLEY AND SIDEWALK MAINTENANCE CONTRACT AWARDED TO GEORGE GILDNER, INC (BID 2018-06).

WHEREAS, the protection, enhancement, perpetuation and use of improvements of special character or special historical interest or value is a public necessity and required in the health, prosperity, safety and welfare of citizens of the City of Bloomington, Illinois; and,

WHEREAS, the Historic Preservation Commission, a public body consisting of seven (7) mayoral appointed Historic Preservation specialists, has the power and duty to administer through the Office of the Director of Finance on behalf of the City such gifts, grants, and money as may be appropriate for achieving the goals of preservation; and,

WHEREAS, the Historic Preservation Commission administers the Harriet Fuller Rust Grant for downtown Bloomington façade repairs, a grant funded annually through the City General Fund, and received fewer applications during the FY2018 application period, with approximately \$64,000.00 of unused monies remaining in the FY18 Rust Grant Fund (#10015420-79985); and,

WHEREAS, the City's brick streets are of special interest and a significant cultural, social and historic resource in need of preservation, and moreover, on November 28, 2017, the City Council approved the City of Bloomington Brick Streets Master Plan on which guides the maintenance and repair of the City's brick streets; and,

WHEREAS, the Historic Preservation Commission recognizes that a number of brick streets are in dire need of emergency repair to restore temporary gravel patches with brick; and,

WHEREAS, the Bloomington Public Works Department has a Street, Alley and Sidewalk Maintenance Contract, awarded to George Gildner, Inc in the amount of \$200,000, approved on City Council of May 8, 2017 (Bid 2018-06; PO 20180056); and,

WHEREAS, the Bloomington Historic Preservation Commission finds it in the best interest of the City to recommend that the City Council adopt an ordinance approving a budget amendment to redirect the remaining FY18 Harriet Fuller Rust Grant Funds and that Council pass a Resolution to authorize a change order for approximately \$64,000.00, to the FY2018 Street, Alley and Sidewalk Maintenance contract awarded to George Gildner, Inc. (Bid 2018-06) to facilitate the brick repair and restoration of temporary gravel utility patches on various City of Bloomington brick streets.

NOW THEREFORE, BE IT RESOLVED BY THE HISTORIC PRESERVATION COMMISSION FOR CITY OF BLOOMINGTON, ILLINOIS:

1. The Bloomington Historic Preservation Commission recommends that the City Council adopt an ordinance approving a budget amendment to redirect the remaining FY18 Harriet Fuller Rust Grant Funds, approximately \$64,000.00., into the appropriate fund account.
2. The Bloomington Historic Preservation Commission recommends that the City Council pass a Resolution to authorize a change order for approximately \$64,000.00, to the FY2018 Street, Alley and Sidewalk Maintenance contract awarded to George Gildner, Inc. (Bid 2018-06) to facilitate the brick repair and restoration of temporary gravel utility patches on various City of Bloomington brick streets.

Passed this 19th of April 2018.

Approved this 19th of April 2018.

Historic Preservation Commission

Attest:

Sherry Graehling, Chairperson

FY 2018 Budget Amendment-Exhibit 2E

Account #	Fund	Account Description	Amount	Comments
10015420-79985	General	Harriet Fuller Rust Grant	\$ (64,000.00)	
10019180-89410	General	To Capital Improvement	\$ 64,000.00	
TOTAL TRANSFER OUT FROM GENERAL FUND:			\$ -	
40100100-85100	Capital Improvement	From General Fund	\$ (64,000.00)	
40100100-72530	Capital Improvement	Street Construction	\$ 64,000.00	
TOTAL TRANSFER IN:			\$ -	
Net Transaction:			\$ -	



CONSENT AGENDA ITEM NO. 8J

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Ordinance approving a petition from Leman Investments LLC., for the Approval and Ratification of an Easement Vacation Plat and a Plat of Easement for Lot 3 of Morrissey Crossing Subdivision (located south of Veterans Parkway, west of Morrissey Drive), as requested by the Public Works Department.

RECOMMENDATION/MOTION: An Ordinance approving a petition from Leman Investments LLC., for the Approval and Ratification of an Easement Vacation Plat and a Plat of Easement for Lot 3 of Morrissey Crossing Subdivision (located south of Veterans Parkway, west of Morrissey Drive) be approved, and the Mayor and City Clerk authorized to execute the necessary documents.

STRATEGIC PLAN LINK: 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE: c. Functional, well maintained sewer collection system

BACKGROUND: The subject plats vacate and dedicate various easements to clean up easements for the subject property. When the property was originally final platted as part of Morrissey Crossing Subdivision, the easements shown were the existing easements. Because of the construction of the new Toyota Dealership, certain utilities were relocated, resulting in a need to revise the location of the easements.

The subject plats were inadvertently recorded as document numbers 2018-00002939 and 2018-00002940 in advance of submission to the City for approval. This council action is to approve and ratify the already recorded documents.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Leman Investments, LLC.

FINANCIAL IMPACT: None. All Survey and plat costs were paid by Leman Investments, LLC.

COMMUNITY DEVELOPMENT IMPACT: N/A

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, 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:

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:

- 2A MEMO
- 2B PETITION
- 2C EXHIBIT
- 2D ORDINANCE
- 2E UTILITY LETTERS
- 2F MAP and PLAT

PETITION FOR VACATION AND DEDICATION OF EASEMENTS

To: The Honorable 'Mayor and City Council of the City of Bloomington, McLean County, Illinois.

NOW COMES Lemman Investments, LLC. 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 "A" attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval and ratification of the vacation of various Public and Private Utility Easements as described and depicted on the attached Easement Vacation Plat, recorded on February 21, 2018, as Document No. 2018-00002939.
3. That your Petitioner seeks approval and ratification of the dedication of a 10 foot wide Public Water Main Easement, a 10 foot wide Public Sanitary Sewer Easement and a Public Electric Easement as described and depicted on the attached Easement Dedication Plat, recorded on February 21, 2018, as Document No. 2018-00002940.

WHEREFORE, your Petitioner prays:

- A. That the various Public and Private Utility Easements referenced in paragraph 2 of this Petition be vacated.
- B. That the three Public Utility Easements referenced in paragraph 3 of this Petition be dedicated:
- C. That the Easement Vacation Plat, recorded on February 21, 2018 as Document No. 2018-00002939 and the Easement Dedication Plat, recorded February 21, 2018 as Document No. 2018-00002940 be approved and ratified.

Respectfully submitted,

By: 
 Printed Name BENJAMIN LEMAN
 Position MANAGER
 Dated 4/10/18



SUBSCRIBED and SWORN to before me this 10th day of April, 2018.

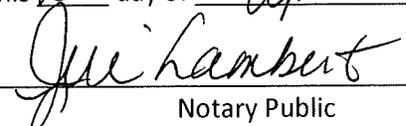

 Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 3 IN MORRISSEY CROSSING SUBDIVISION BEING PART OF THE NORTHEAST QUARTER AND NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, RECORDED AS DOCUMENT # 2016-00023694.

ORDINANCE NO. 2018 - __

AN ORDINANCE APPROVING THE VACATION AND DEDICATION OF SEVERAL EASEMENTS LOCATED AT LOT 3 OF MORRISSEY CROSSING SUBDIVISION, 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 various Public and Private Utility Easements as described and depicted on the attached Easement Vacation Plat, recorded on February 21, 2018, as Document No. 2018-00002939 and dedication of a 10 foot wide Public Water Main Easement, a 10 foot wide Public Sanitary Sewer Easement and a Public Electric Easement as described and depicted on the attached Easement Dedication Plat, recorded on February 21, 2018, as Document No. 2018-00002940; 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; and

WHEREAS, it is reasonable and proper to dedicate said easements 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 those portions of the easements described on the Easement Vacation Plat attached hereto as attachment F are hereby vacated.

SECTION 3. That the easements as shown on the Plat of Easement attached hereto as Attachment F, are hereby dedicated.

SECTION 4. 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.

SECTION 5. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 6. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 7. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 8. This ordinance shall be effective immediately after its passage and approval.

SECTION 9. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd Day of April, 2018.

APPROVED this __ Day of April, 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk



Powering the lives of co-op members for over 75 years

Your Touchstone Energy[®] Cooperative 

February 20, 2017

City of Bloomington
115 E. Washington St.
Bloomington, IL 61702-3157

Re: Utility Easements Granted on Plat of Arthur Brandt Subdivision recorded with the McLean County, Recorder on October 26, 1989 as Document No. 89-16350 and Plat of Subdivision of Morrissey Crossing recorded December 13, 2016 as Document No. 2016-00023694

Ladies and Gentlemen:

Corn Belt Energy Corporation agrees to the vacation of those portions of the easements granted by the above referenced plats which encumber Lot 3 of Morrissey Crossing according to the plat thereof recorded December 13, 2016 as Document No. 2016-00023694, as set forth on the attached vacation plat.

Very truly yours,



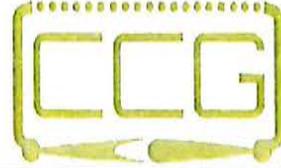
CORN BELT ENERGY CORPORATION

By: Jason Cotner

Its: Field Engineer

317-201

Campus Communications Group, Inc.
PO Box 25, Champaign, IL 61824



Michael O'Line
President
217-417-6455

Executive Legal Assistant
pswisher@paylovm.com
217-353-3013

February 20, 2017

City of Bloomington
115 E. Washington St.
Bloomington, IL 61702-3157

Re: Utility Easements Granted on Plat of Arthur Brandt Subdivision recorded with the McLean County, Recorder on October 26, 1989 as Document No. 89-16350 and Plat of Subdivision of Morrissey Crossing recorded December 13, 2016 as Document No. 2016-00023694

Ladies and Gentlemen:

Campus Communications agrees to vacate those portions of the easements granted by the above referenced plats which encumber Lot 3 of Morrissey Crossing according to the plat thereof recorded December 13, 2016 as Document No. 2016-00023694, as set forth on the attached vacation plat.

Very truly yours,


Campus Communications Group, Inc.

Michael O'Line
President

MO/prs



Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

February 20, 2017

City of Bloomington
115 E. Washington St.
Bloomington, IL 61702-3157

Re: Utility Easements Granted on Plat of Arthur Brandt Subdivision recorded with the McLean County, Recorder on October 26, 1989 as Document No. 89-16350 and Plat of Subdivision of Morrissey Crossing recorded December 13, 2016 as Document No. 2016-00023694

Ladies and Gentlemen:

The City of Bloomington Water and Public Works Departments have no objection to the vacation of those portions of the easements granted by the above referenced plats which encumber Lot 3 of Morrissey Crossing according to the plat thereof recorded December 13, 2016 as Document No. 2016-00023694, as set forth on the attached vacation plat.

Very truly yours,

City of Bloomington

By: Anthony Meizelis

Anthony J. Meizelis, Civil Engineer I

317-201

February 27, 2017

City of Bloomington
115 E. Washington St.
Bloomington, IL 61702-3157

Re: Utility Easements Granted on Plat of Arthur Brandt Subdivision recorded with the McLean County, Recorder on October 26, 1989 as Document No. 89-16350 and Plat of Subdivision of Morrissey Crossing recorded December 13, 2016 as Document No. 2016-00023694

Ladies and Gentlemen:

Frontier Communications agrees to the vacation of those portions of the easements granted by the above referenced plats which encumber Lot 3 of Morrissey Crossing according to the plat thereof recorded December 13, 2016 as Document No. 2016-00023694, as set forth on the attached vacation plat.

Very truly yours,

Frontier Communications

By: 

Its: NETWORK ENGINEER



March 29, 2017

City of Bloomington
115 E. Washington St.
Bloomington, IL 61702-3157

Re: Utility Easements Granted on Plat of Arthur Brandt Subdivision recorded with the McLean County, Recorder on October 26, 1989 as Document No. 89-16350 and Plat of Subdivision of Morrissey Crossing recorded December 13, 2016 as Document No. 2016-00023694

Ladies and Gentlemen:

CIRBN, LLC agrees to the vacation of those portions of the easements granted by the above referenced plats which encumber Lot 3 of Morrissey Crossing according to the plat thereof recorded December 13, 2016 as Document No. 2016-00023694, as set forth on the attached vacation plat.

Very truly yours,

CIRBN, LLC

By: _____

A handwritten signature in black ink, appearing to read "Mark DeKensigite", is written over a horizontal line.

Its: _____

Executive Director

317-201

March 30, 2017

City of Bloomington
115 E. Washington St.
Bloomington, IL 61702-3157

Re: Utility Easements Granted on Plat of Arthur Brandt Subdivision recorded with the McLean County, Recorder on October 26, 1989 as Document No. 89-16350 and Plat of Subdivision of Morrissey Crossing recorded December 13, 2016 as Document No. 2016-00023694

Ladies and Gentlemen:

Stratus Networks, Inc. agrees to the vacation of those portions of the easements granted by the above referenced plats which encumber Lot 3 of Morrissey Crossing according to the plat thereof recorded December 13, 2016 as Document No. 2016-00023694, as set forth on the attached vacation plat.

Very truly yours,

Stratus Networks, Inc.

By:  3/30/2017

Its: _____

*Stratus Networks is clear at location
of lot #3 Bloomington Il.*



October 16, 2017

Joshua Mohr
Mohr & Kerr Engineering & Land Surveying
5901 N. Prospect, Suite 6B
Peoria, Illinois 61614

RE: Easement Vacation, Arthur Brandt and Morrissey Crossing Subdivisions, McLean County

Dear Mr. Mohr:

Let this letter serve as a response to your email to Matt McKinney earlier this year pertaining to the vacation of a utility easement granted on Plat of Arthur Brandt Subdivision recorded with the McLean County Recorder on October 26, 1989 as Document No. 89-16350 and Plat of Subdivision of Morrissey Crossing, recorded December 13, 2016 as Document No. 2016-00023694

I have reviewed the subdivision plats and the drawing that you provided, labeled as Easement Vacation Plat (see attached) and as you are aware Nicor Gas has relocated our facilities to accommodate the request. As such, Nicor Gas has no objections to the proposed easement vacation.

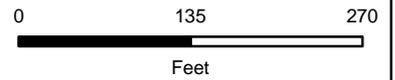
If you have any questions you may contact me at (630) 388-3729.

Regards,

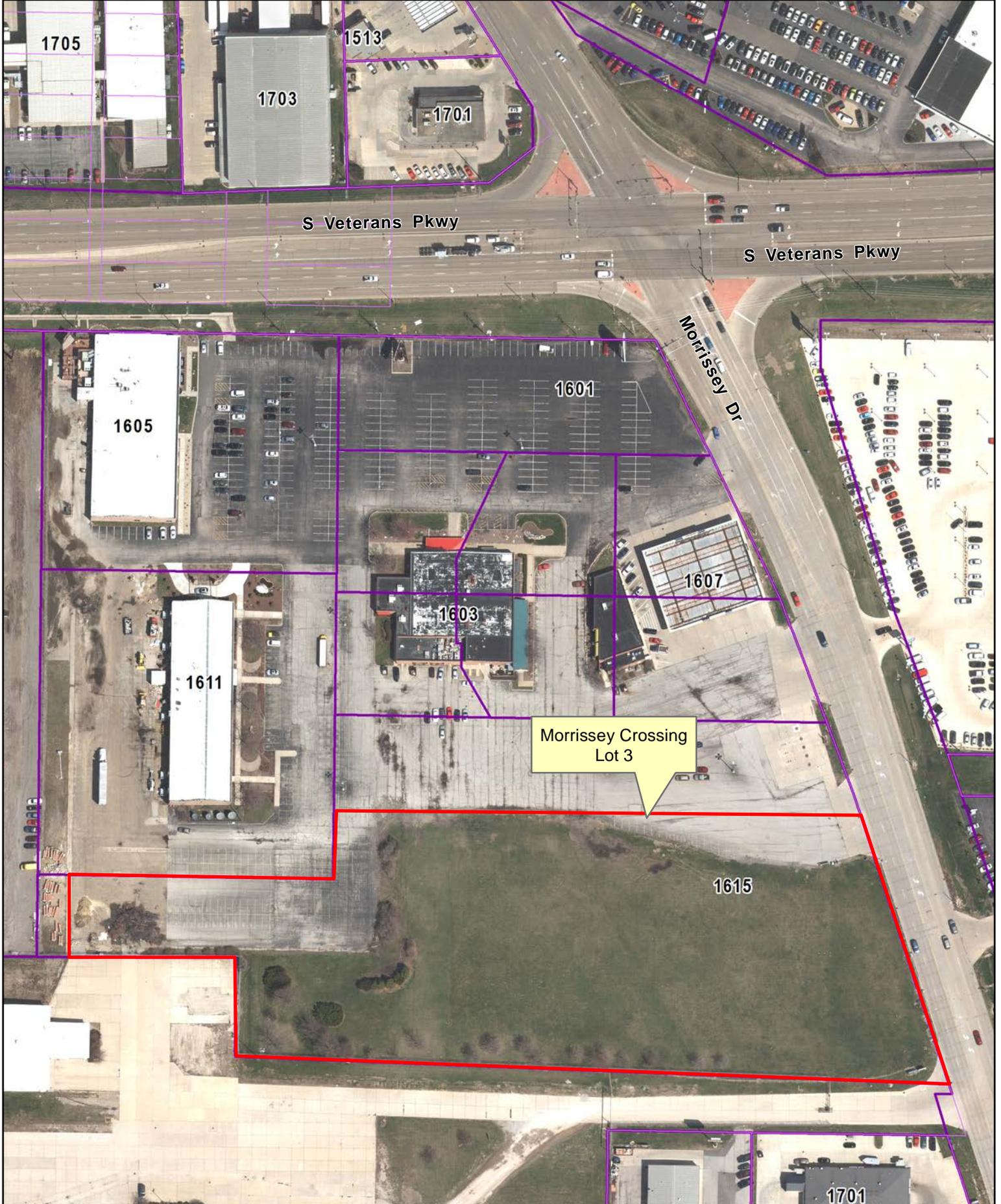
Eric L. Sadler, CFM
Land Management Agent

Cc: File

Morrissey Crossing Lot 3

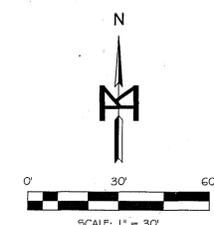


Date: 4/5/2018



PLAT OF EASEMENT

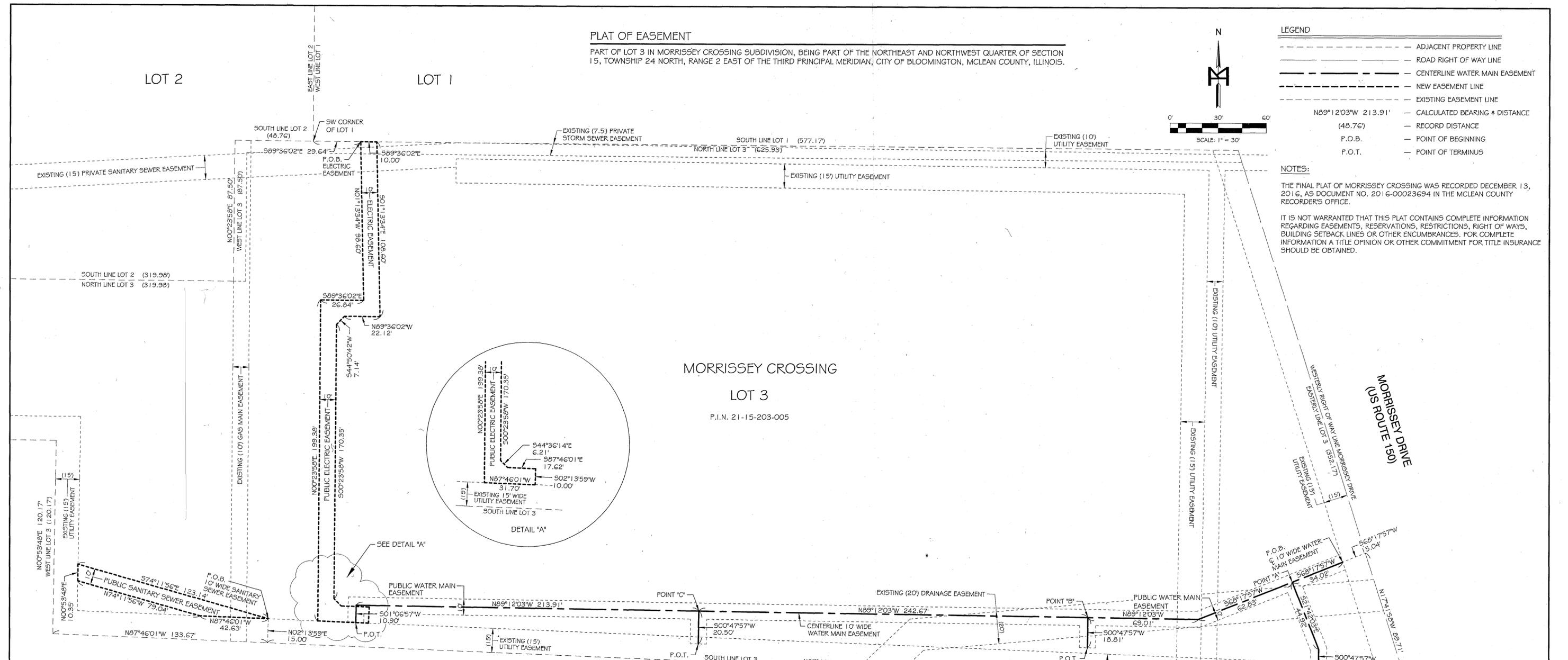
PART OF LOT 3 IN MORRISSEY CROSSING SUBDIVISION, BEING PART OF THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.



LEGEND

---	ADJACENT PROPERTY LINE
---	ROAD RIGHT OF WAY LINE
---	CENTERLINE WATER MAIN EASEMENT
---	NEW EASEMENT LINE
---	EXISTING EASEMENT LINE
N89°12'03"W 213.91'	CALCULATED BEARING & DISTANCE
(48.76')	RECORD DISTANCE
P.O.B.	POINT OF BEGINNING
P.O.T.	POINT OF TERMINUS

NOTES:
 THE FINAL PLAT OF MORRISSEY CROSSING WAS RECORDED DECEMBER 13, 2016, AS DOCUMENT NO. 2016-00023694 IN THE MCLEAN COUNTY RECORDER'S OFFICE.
 IT IS NOT WARRANTED THAT THIS PLAT CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT OF WAYS, BUILDING SETBACK LINES OR OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.



SANITARY SEWER EASEMENT DESCRIPTION

A 10' WIDE SANITARY SEWER EASEMENT ACROSS PART OF LOT 3 IN MORRISSEY CROSSING SUBDIVISION, A SUBDIVISION IN PART OF THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, RECORDED AS DOCUMENT NO. 2016-00023694 IN THE MCLEAN COUNTY RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3, THENCE NORTH 87 DEGREES 46 MINUTES 01 SECONDS WEST, (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 712.58 FEET; THENCE NORTH 02 DEGREES 13 MINUTES 59 SECONDS EAST; A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; FROM THE POINT OF BEGINNING, THENCE NORTH 87 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 42.63 FEET; THENCE NORTH 74 DEGREES 11 MINUTES 56 SECONDS WEST, A DISTANCE OF 79.04 FEET; THENCE NORTH 00 DEGREES 53 MINUTES 48 SECONDS EAST, A DISTANCE OF 10.35 FEET; THENCE SOUTH 74 DEGREES 11 MINUTES 56 SECONDS EAST, A DISTANCE OF 123.14 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 1,011 SQUARE FEET MORE OR LESS.

ELECTRIC EASEMENT DESCRIPTION

AN ELECTRIC EASEMENT ACROSS PART OF LOT 3 IN MORRISSEY CROSSING SUBDIVISION, A SUBDIVISION IN PART OF THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, RECORDED AS DOCUMENT NO. 2016-00023694 IN THE MCLEAN COUNTY RECORDERS OFFICE, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1 IN SAID MORRISSEY CROSSING SUBDIVISION, THENCE SOUTH 89 DEGREES 36 MINUTES 02 SECONDS EAST, (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), ALONG THE NORTH LINE OF SAID LOT 3, A DISTANCE OF 29.64 FEET TO THE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED; FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 89 DEGREES 36 MINUTES 02 SECONDS EAST, ALONG SAID NORTH LINE, A DISTANCE OF 10.00 FEET; THENCE SOUTH 01 DEGREES 13 MINUTES 34 SECONDS EAST, A DISTANCE OF 108.60 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 02 SECONDS WEST, A DISTANCE OF 22.12 FEET; THENCE SOUTH 44 DEGREES 50 MINUTES 42 SECONDS WEST, A DISTANCE OF 7.14 FEET; THENCE SOUTH 00 DEGREES 23 MINUTES 58 SECONDS WEST, A DISTANCE OF 170.35 FEET; THENCE SOUTH 44 DEGREES 36 MINUTES 14 SECONDS EAST, A DISTANCE OF 6.21 FEET; THENCE SOUTH 87 DEGREES 46 MINUTES 01 SECONDS EAST, A DISTANCE OF 17.62 FEET; THENCE SOUTH 02 DEGREES 13 MINUTES 59 SECONDS WEST, A DISTANCE OF 10.00 FEET; THENCE NORTH 87 DEGREES 46 MINUTES 01 SECONDS WEST, A DISTANCE OF 31.70 FEET; THENCE NORTH 00 DEGREES 23 MINUTES 58 SECONDS EAST, A DISTANCE OF 199.38 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 02 SECONDS EAST, A DISTANCE OF 26.84 FEET; THENCE NORTH 01 DEGREES 13 MINUTES 34 SECONDS WEST, A DISTANCE OF 98.60 FEET TO THE POINT OF BEGINNING, SAID EASEMENT CONTAINING 3,492 SQUARE FEET MORE OR LESS.

WATER MAIN EASEMENT DESCRIPTION

A 10' WIDE WATER MAIN EASEMENT ACROSS PART OF LOT 3 IN MORRISSEY CROSSING SUBDIVISION, A SUBDIVISION IN PART OF THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 15 IN TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS, RECORDED AS DOCUMENT NO. 2016-00023694 IN THE MCLEAN COUNTY RECORDERS OFFICE, THE CENTERLINE OF WHICH BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 3, THENCE NORTH 17 DEGREES 41 MINUTES 58 SECONDS WEST, (BEARINGS ASSUMED FOR DESCRIPTION PURPOSES ONLY), ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 89.71 FEET; THENCE SOUTH 68 DEGREES 17 MINUTES 57 SECONDS WEST, A DISTANCE OF 15.04 FEET TO THE POINT OF BEGINNING OF SAID CENTERLINE; FROM THE POINT OF BEGINNING, THENCE CONTINUING SOUTH 68 DEGREES 17 MINUTES 57 SECONDS WEST, A DISTANCE OF 34.02 FEET TO A POINT HEREAFTER REFERRED TO AS POINT 'A'; THENCE CONTINUING SOUTH 68 DEGREES 17 MINUTES 57 SECONDS WEST, A DISTANCE OF 62.83 FEET; THENCE NORTH 89 DEGREES 12 MINUTES 03 SECONDS WEST, A DISTANCE OF 69.01 FEET TO A POINT HEREAFTER REFERRED TO AS POINT 'B'; THENCE CONTINUING NORTH 89 DEGREES 12 MINUTES 03 SECONDS WEST, A DISTANCE OF 242.67 FEET TO A POINT HEREAFTER REFERRED TO AS POINT 'C'; THENCE CONTINUING NORTH 89 DEGREES 12 MINUTES 03 SECONDS WEST, A DISTANCE OF 213.91 FEET; THENCE SOUTH 01 DEGREES 06 MINUTES 57 SECONDS WEST, A DISTANCE OF 10.90 FEET TO THE POINT OF TERMINUS OF SAID CENTERLINE, THENCE RECOMMENCING AT THE AFOREMENTIONED POINT 'A', THENCE SOUTH 21 DEGREES 42 MINUTES 03 SECONDS EAST, A DISTANCE OF 44.92 FEET; THENCE SOUTH 00 DEGREES 47 MINUTES 57 SECONDS WEST, A DISTANCE OF 9.50 FEET TO THE POINT OF TERMINUS; THENCE RECOMMENCING AT THE AFOREMENTIONED POINT 'B', THENCE SOUTH 00 DEGREES 47 MINUTES 57 SECONDS WEST, A DISTANCE OF 18.81 FEET TO THE POINT OF TERMINUS; THENCE RECOMMENCING AT THE AFOREMENTIONED POINT 'C', THENCE SOUTH 00 DEGREES 47 MINUTES 57 SECONDS WEST, A DISTANCE OF 20.50 FEET TO THE POINT OF TERMINUS, SAID EASEMENT CONTAINING 7,107 SQUARE FEET MORE OR LESS.

SURVEYOR'S CERTIFICATE

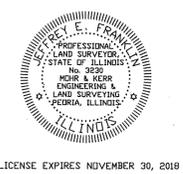
STATE OF ILLINOIS)
 COUNTY OF PEORIA) 55

WE, MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C. DO HEREBY STATE THAT WE HAVE PREPARED A PLAT OF EASEMENT IN PART OF LOT 3 IN MORRISSEY CROSSING SUBDIVISION, BEING PART OF THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

DATED THIS 2nd DAY OF FEBRUARY, 2018.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.

Jeffrey E. Franklin
 JEFFREY E. FRANKLIN
 ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3230



OWNER'S CERTIFICATE

STATE OF ILLINOIS)
 COUNTY OF PEORIA) 55

I/WE, Leman Investments, LLC, THE OWNER(S) OF RECORD OF THE LAND SHOWN ON THE ATTACHED PLAT, DO HEREBY GRANT AND ACKNOWLEDGE THE EASEMENT AS SHOWN AND DESCRIBED IN THIS PLAT OF EASEMENT.

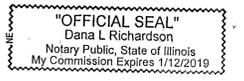
GIVEN UNDER MY HAND THIS 5th DAY OF February, 2018.

OWNER: *[Signature]*

OWNER: *[Signature]*

SUBSCRIBED AND SWORN TO BEFORE ME THIS 5th DAY OF February, 2018.

[Signature]
 NOTARY PUBLIC



SPACE RESERVED FOR RECORDER

Image# 014222070002 Tyde: OFF
 Recorded: 02/21/2018 at 09:03:17 AM
 Page 1 of 5
 Fees: \$43.00
 IL Rental Housing Fund: \$9.00
 McLean County, IL
 Kathy Michael County Clerk/Recording
 File# 2018-00002940

M MOHR & KERR ENGINEERING & LAND SURVEYING, P.C.
 5901 N. Prospect Road, Suite 6B
 Peoria, Illinois 61614
 www.mohrandkerr.com

Office: (309) 692-8500
 Fax: (309) 692-8501
 Professional Design Firm #184.005091

SURVEYED	-
DRAWN	JEF
CHECKED	MWM
SCALE	1" = 30'
DATE	2-01-18

CLIENT:

REV. DATE NATURE OF REVISION CHECKED

FILE NAME: New-Easements.dwg Feb 01, 2018

TITLE: PLAT OF EASEMENT

SAM LEMAN

TITLE: PART OF LOT 3 IN MORRISSEY CROSSING SUBDIVISION, BEING PART OF THE NORTHEAST AND NORTHWEST QUARTER OF SECTION 15, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

PROJECT NO.	16-106
SHEET	1 OF 1
DRAWING NO.	1



CONSENT AGENDA ITEM NO. 8K

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Ordinance approving a petition from Krishna Balakrishnan for an Expedited Final Plat of the Thirteenth Addition to Hawthorne Commercial Subdivision (located east of Woodbine Road and south of General Electric Road), subject to the petitioner paying the required tap-on fees, as requested by the Public Works department.

RECOMMENDATION/MOTION: An Ordinance approving a petition from Krishna Balakrishnan for an Expedited Final Plat of the Thirteenth Addition to Hawthorne Commercial Subdivision (located east of Woodbine Road and south of General Electric Road) be approved, subject to the petitioner paying the required tap-on fees, and the Mayor and City Clerk be authorized to execute 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 Woodbine Road and south of General Electric Road. The zoning in this area is B-1. The subject final plat is to prepare the property for development of a twelve (12) unit condo building, a use permitted in the B-1 District with a Special Use Permit. The petitioner submitted a request for condominiums, which the Zoning Board of Appeals reviewed and approved at the March 21 meeting. Council is also being asked to consider a petition for a Special Use permit to allow twelve (12) condominiums.

All City utilities have been constructed as part of the 12th Addition, except for the sidewalk along the front of this subdivision. The petitioner will be required to bond for the sidewalk. It is expected that the petitioner will include the sidewalk as part of the site development construction plans.

The subject property is a part of parcel ID numbers 15-31-276-025 and 15-31-226-026.

Although the preliminary plan for this subdivision has expired, the final plat is in compliance with the previously approved preliminary plan. The petitioner has requested a waiver from the preliminary plan process. Since this subdivision is a one-lot subdivision, it qualifies for the expedited final plat process and a preliminary plan is not necessary.

This final plat approval does not extend the expired preliminary plan. Any future final plat within the expired preliminary plan that does not qualify under the expedited final plat process shall be required to go through the preliminary plan and final plat process prior to council approval.

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: Krishna Balakrishnan

FINANCIAL IMPACT: All survey and plat costs were paid by F.O.B. Development, Inc. Tap-on fees will be required to be paid. See Tap-on attachment for specifics.

COMMUNITY DEVELOPMENT IMPACT: The final plat process is a requirement before land can be improved or sold. The petitioner is requesting to establish a one acre lot of record to allow for the construction of twelve condominiums. The City of Bloomington Comprehensive Plan identifies the need to “Ensure the availability of safe, attractive and high quality housing that meets the needs of current and future residents” (Goal H-1).

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:

- 1B Petition
- 1C Ordinance
- 1D Legal Description
- 1E School District Certificate
- 1F County Clerks Certificate
- 1G Owners Certificate

- 1H Surveyors Certificate
- 1I Drainage Statement
- 1J Notary's Certificate
- 1K Final Plat Checklist
- 1L Council Map And Plat
- 1M Tap-on Memo

PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois)
)ss.
County of McLean)

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

Now come(s) KRISHNA BALAKRISHNAN

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate thereof the premises hereinafter legally described in Exhibit(s)_____ which is attached hereto and made a part hereof by this reference, of is are) a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;

2. That your petitioner (s) seek (s) approval of the Final Plat for the subdivision of said premises to be known and described as _____
 13TH HAWTHORNE COMMERCIAL SUBDIVISION

3. That your petitioner (s) also seek (s) approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960:
Request waiver of Preliminary Subdivision Plan submittal commensurate with Expedited Final Plat Approval process.

WHEREFORE, your petitioner(s) respectfully pray(s) that said Final Plat for the _____13TH HAWTHORNE COMMERCIAL _____ subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By: *B. Krishna*

APR 09 2018
KS

ORDINANCE NO. 2018 - _____

AN ORDINANCE APPROVING THE FINAL PLAT OF THE THIRTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of Thirteenth Addition To Hawthorne Commercial 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 except for said requested exemptions and/or variations.

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 stated in full.

SECTION 2. That the Final Plat of the Thirteenth Addition to Hawthorne Commercial Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 6. This Ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This Ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd day of April, 2018.

APPROVED this ___ day of April, 2018.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry Lawson, City Clerk

45128.02
3/20/17
JTS

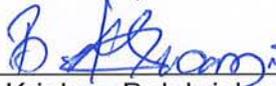
Legal Description

A part of the NE $\frac{1}{4}$ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 9 in the Second Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2005-6797 in the McLean County Recorder of Deeds Office, on the west right of way line of Woodbine Road; thence S.00°-00'-00"E. 290.40 feet on said west right of way line of Woodbine Road; thence N.90°-00'-00"W. 150.00 feet to the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-27481 in the McLean County Recorder of Deeds Office; thence N.00°-00'-00"E. 290.40 feet on said east line of Sapphire Lake Subdivision to the southwest corner of said Lot 9 in Second Addition to Hawthorne Commercial Subdivision; thence N.90°-00'-00"E. 150.00 feet to the Point of Beginning, containing 1.00 acres, more or less, with assumed bearings given for description purposes only.

SCHOOL DISTRICT CERTIFICATE

Terra, L.L.C., owner of the property described in the Surveyor's Certificate of the tract of land platted as Thirteenth Addition to Hawthorne Commercial Subdivision, certify that to the best of my knowledge and belief that said platted land is located within the boundaries of Community Unit School District No. 5 in McLean County, Illinois.

Terra, L.L.C.

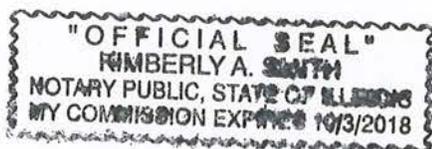
By: 
Krishna Balakrishnan
Manager

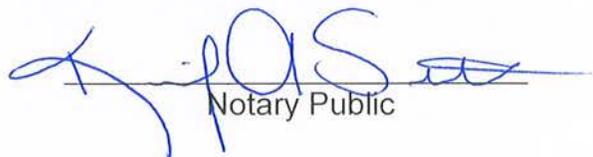
Attest _____

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County, in the state aforesaid, do hereby certify that Krishna Balakrishnan, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act.

Given under my hand and Notarial Seal this 28 day of March, 2018.




Notary Public

COUNTY CLERK'S CERTIFICATE

State of Illinois)
)ss.
County of McLean)

I, Kathy Michael, County Clerk of McLean County, State of Illinois, do hereby certify that on the 28 day of March, 2018, there were no delinquent general or special assessments unpaid, special assessments or delinquent special assessments unpaid against the tract of land shown on the plat attached to this certificate and described in the certificate of the Surveyor attached hereto and to said Plat.

Kathy Michael
County Clerk, McLean County, Illinois

15-31-226-026
15-31-276-025

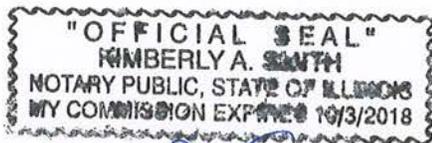
OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned, hereby certify that we are the owners of all the premises embodied in the attached plat of Thirteenth Addition to Hawthorne Commercial Subdivision 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 Thirteenth Addition to Hawthorne Commercial Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots by Jason T. Stephens, Illinois Professional Land Surveyor Number 3859; and we, the undersigned, hereby dedicate and set apart for the use of the general public forever all of the streets and highways as indicated and shown on said Plat; and we further dedicate the easements therein set forth to the City of Bloomington for general utility purposes.

IN WITNESS WHEREOF, we have hereunto set our hands and affixed our seals this 28th day of March, 2018.

Owner(s): Terra, L.L.C.



BY: B. Krishna
Krishna Balakrishnan
Manager

[Handwritten signature]

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Jason T. Stephens, Illinois Professional Land Surveyor No. 3859, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington for Terra, L.L.C. and represents the following described property to wit:

A part of the NE¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 9 in the Second Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2005-6797 in the McLean County Recorder of Deeds Office, on the west right of way line of Woodbine Road; thence S.00°-00'-00"E. 290.40 feet on said west right of way line of Woodbine Road; thence N.90°-00'-00"W. 150.00 feet to the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-27481 in the McLean County Recorder of Deeds Office; thence N.00°-00'-00"E. 290.40 feet on said east line of Sapphire Lake Subdivision to the southwest corner of said Lot 9 in Second Addition to Hawthorne Commercial Subdivision; thence N.90°-00'-00"E. 150.00 feet to the Point of Beginning, containing 1.00 acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into one (1) lot as shown on the attached plat.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All easements designated on said plat are dedicated for public use and for the use of community antenna television systems.

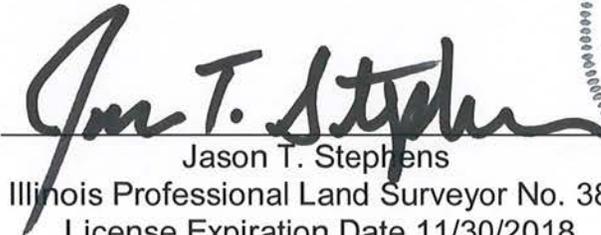
Said subdivision is to be known as Thirteenth Addition to Hawthorne Commercial Subdivision, City of Bloomington, McLean County, Illinois.

I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency on Flood Insurance Rate Map for Community Panel Number 170490 0510E and 170931 0510E, Map Number 17113C0510E dated July 16, 2008.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701

3/27/17
Date



Jason T. Stephens
Illinois Professional Land Surveyor No. 3859
License Expiration Date 11/30/2018



DRAINAGE ACKNOWLEDGEMENT

Erin L. Estabrook, Registered Professional Engineer, and Terra, L.L.C., being the owners of the premises heretofore platted by Jason T. Stephens, Illinois Professional Land Surveyor No. 3859 to be and become Thirteenth Addition to Hawthorne Commercial Subdivision to the City of Bloomington, McLean County, Illinois, do hereby acknowledge 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 planned unit development or any part thereof; or that if such surface water drainage will be changed, reasonable provisions have been made for collection and diversion of such surface waters into public areas or drains which the owner has a right to use and that such surface 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 or planned unit development.

I further acknowledge that no portion of the Lot is within the Special Flood Hazard Area, as defined by the Federal Emergency Management Agency.

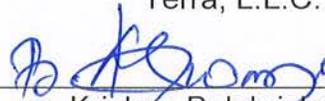


Registered Professional Engineer

OWNER(S):

Terra, L.L.C.

BY:



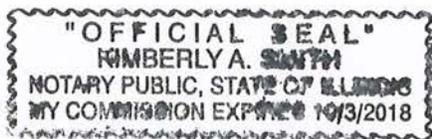
Krishna Balakrishnan
Manager

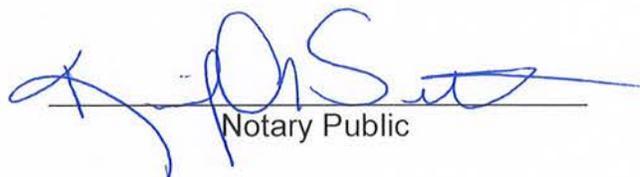
NOTARY'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, the undersigned, a Notary Public in and for said County and State aforesaid, do hereby certify that Krishna Balakrishnan is (are) personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act for the uses and purposes therein set forth, including the release and waiver of Homestead, and also including the dedication of all streets and highways to the use of the general public forever, and including the grant of certain general utility easements to the applicable public utility companies.

Given under my hand and notarial seal this 28th day of March, 2018.





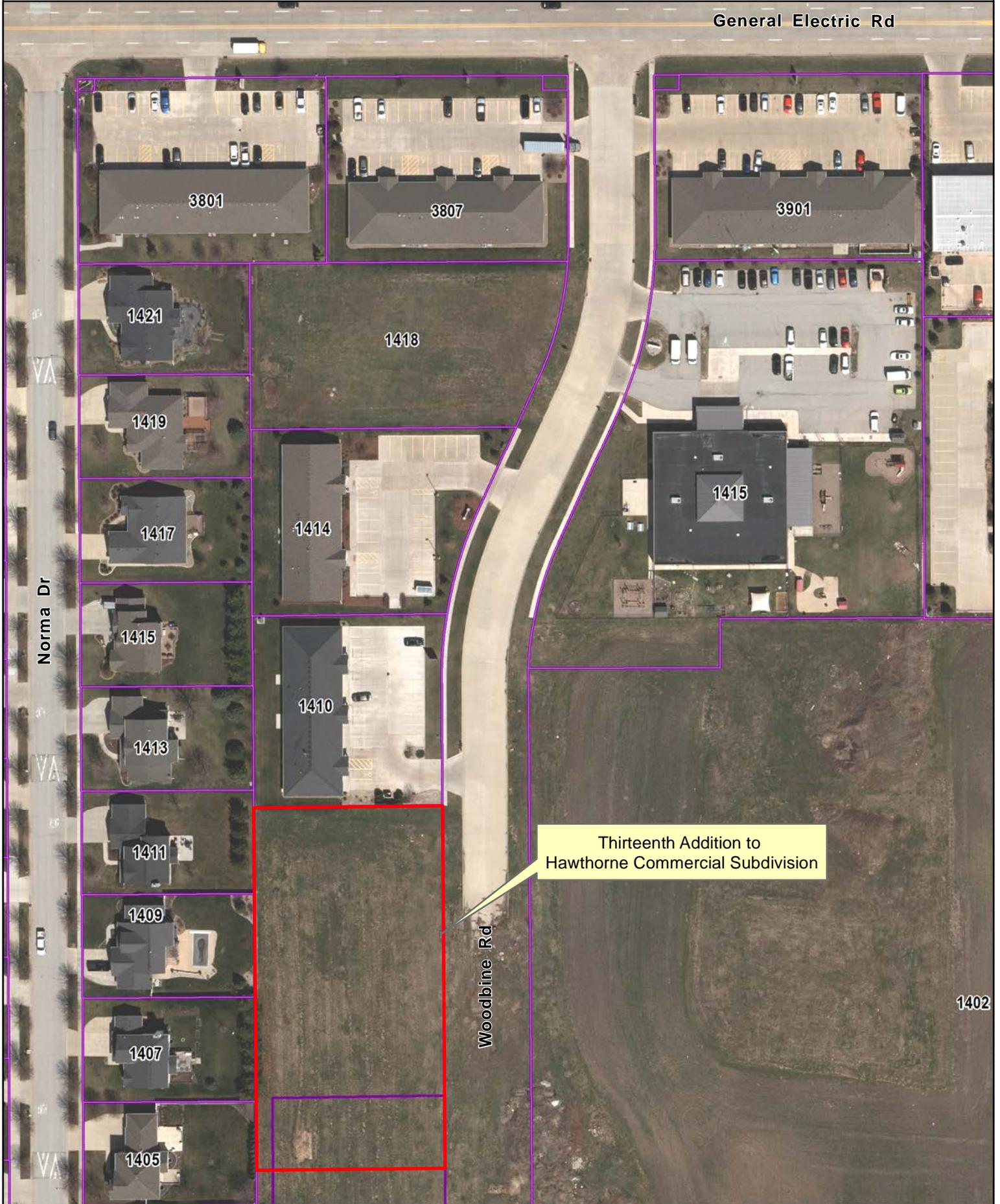
Notary Public



Thirteenth Addition to Hawthorne Commercial Subdivision

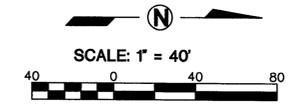
Date Prepared: 4/6/2018

Shown on Final Plat:		Initial
	Easements shown for all public improvements	TJM
	City Engineer's Signature Block	TJM
	Clerk's Signature Block	TJM
	Areas or facilities to be dedicated to the public	N/A
	Railroad Right of Ways	N/A
	Subdivision Boundaries	TJM
	References to nearest street lines, Township, Sections lines, or monuments.	TJM
	Name of Subdivision	TJM
	Legal Description	TJM
	Existing Parcel Id Number (PIN)	In Memo
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	TJM
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	Not yet
	Digital CAD format submittal provided to Public Works	Not yet
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	
	Retains the design characteristics of approved public improvement engineering plans and specifications.	
	Final Plat is signed by IL licensed surveyor	
	Plans for all public improvements approved by Public Works	



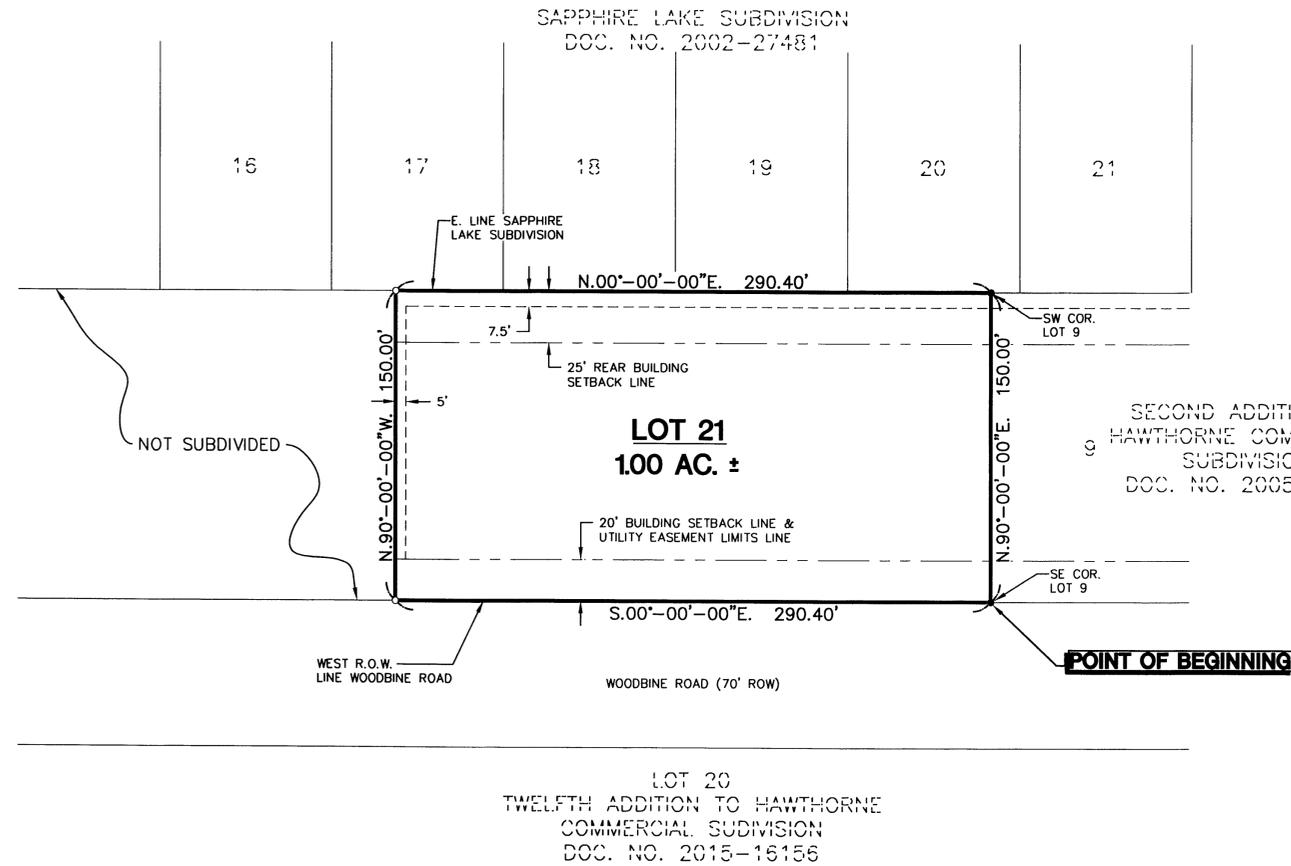
THIRTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

PART OF THE NE1/4 OF SEC. 31, T.24N, R.3E, 3 P.M.
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS



LEGEND

—————	BOUNDARY OF SUBJECT PREMISES
- - - - -	UTILITY EASEMENT LIMITS
•	3/8" IRON ROD FOUND
o	5/8" IRON ROD SET



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Jason T. Stephens, Illinois Professional Land Surveyor No. 3859, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington for Terra, L.L.C. and represents the following described property to wit:

A part of the NE1/4 of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 9 in the Second Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2005-6797 in the McLean County Recorder of Deeds Office, on the west right of way line of Woodbine Road; thence S.00°-00'-00"E. 290.40 feet on said west right of way line of Woodbine Road; thence N.90°-00'-00"W. 150.00 feet to the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-27481 in the McLean County Recorder of Deeds Office; thence N.00°-00'-00"E. 290.40 feet on said east line of Sapphire Lake Subdivision to the southwest corner of said Lot 9 in Second Addition to Hawthorne Commercial Subdivision; thence N.90°-00'-00"E. 150.00 feet to the Point of Beginning, containing 1.00 acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into one (1) lot as shown on the attached plat.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All easements designated on said plat are dedicated for public use and for the use of community antenna television systems.

Said subdivision is to be known as Thirteenth Addition to Hawthorne Commercial Subdivision, City of Bloomington, McLean County, Illinois.

I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency on Flood Insurance Rate Map for Community Panel Number 170490 0510E and 170931 0510E, Map Number 17113C0510E dated July 16, 2008.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701

3/27/17
Date

Jason T. Stephens
Jason T. Stephens
Illinois Professional Land Surveyor No. 3859
License Expiration Date 11/30/2018



CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Kevin Kothe, City Engineer for the City of Bloomington, Illinois hereby certify that the land improvements described in the annexed plat and the plans and specifications therefore meet the minimum requirements of said City outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2018.

City Engineer
Bloomington, Illinois

CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Cherry L. Lawson, City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original final plat of Thirteenth Addition to Hawthorne Commercial Subdivision, presented, passed and approved at a regular meeting of said City Council held on the _____ day of _____, 2018, by an affirmative vote of the majority of all members selected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said City of Bloomington, this _____ day of _____, A.D. 2018.

City Clerk

Lewis, Yockey & Brown, Inc. Consulting Engineers & Land Surveyors Professional Design Firm Registration #184.000806		Rev.	Bk.	897	FINAL PLAT THIRTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION BLOOMINGTON, ILLINOIS	1 of 1
505 North Main Street 222 East Center Street 155 South Elm Street Bloomington, Illinois LeRoy, Illinois El Poso, Illinois Ph. (309) 829-2552 Ph. (309) 962-8151 Ph. (309) 527-2552		Drn.	JLL			
		Dsn.				
		App.	JTS			

45128.02

MEMORANDUM

Date: 4/6/2018
 To: Katie Simpson, City Planner
 From: Anthony J. Meizelis, P.E.
 Re: **Hawthorne Commercial Subdivision, 13th 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: **Hawthorne Commercial Subdivision, 13th Addition**. The final plat is scheduled for Council consideration at the April 23, 2018 Council meeting.

A: Tap-On Fees:

The following tap-on fees are due from per the annexation agreement:

	<u>Fund Code</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
1	G.E. Valley San. Sewer	51101100-54120	\$0.00	\$0.00
2	G.E. Valley Sewer Extn.	51101100-54120	\$300.00	\$185.99
3	G. E. Rd Water Main	50100120-57320	\$0.00	\$0.00
4	G.E. Road (Pavement)	40100100-57320	\$0.00	\$0.00
5	Fee in lieu of Park Land	24104100-57320	\$8,155.74	\$0.00
	Total			\$8,641.73

Subdivision area 1.00 acres. Frontage along G.E. Rd: 0'

of Residential Dwelling Units: 12 Condos

- 1) G.E.Valley Sewer: \$281/ac +interest** from 12/76; No fee after 4/28/2008
- 2) G.E.Valley Sewer Extn.: \$300/ac +interest** from 10/95; = \$300 X 1.00 + \$300 X 1.00 X 0.06 X 270 months = \$ (CPI Interest = \$485.99, 6% Interest = \$705.00; therefore use CPI Interest)
- (3) G.E. Water Main: \$18/ft
- (4) G.E. Road Pavement @ \$65/ft (Developer built the additional eastbound outer lane, therefore no charges for GE Rd)
- (5) Park Land Dedication Fee = (Persons/ Dwelling Units) X (Dwelling Units) X (1 acre/100 Persons) X Value of Land* => (2.34 Persons/ Dwelling Units) X (12 Dwelling Units) X (.01 acre/Persons) X \$29,044.65 = \$8,155.74

*Value of land computed from purchase price as listed in the Circuit Court of the 11th Judicial Circuit of McLean County's Judgment Order in case of Frances S. Kelley vs. Larry D. Bielfeldt dated June 12, 2013 (137.719 acres for \$4,000,000 or \$29,044.65/acre).

** 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)

B: Performance Guarantee

110% of Public Improvements (Woodbine Road sidewalk on west side) -
 (Engineer's Estimate = \$11,640.00) 1.1 X \$11,640 = \$ 12,804.00

Total Bond Amount Required **\$ 12,804.00**

Bonds/Guarantees must be in the form(s) and language provided by City Code.



Public Works Department
ENGINEERING DIVISION
115 E. Washington St., PO BOX 3157
Bloomington, IL 61702-3157
Phone: 309-434-2225
Fax: 309-434-2201

C: Bond for the Improvement of Adjacent Substandard Street (10 years)
None

cc: Jim Karch, Director of Public Works
Kevin Kothe, City Engineer
Robert Moews, Parks
Katie Simpson, Community Development
City Clerk's Office
file



CONSENT AGENDA ITEM NO. 8L

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Community Development – Planning Division

SUBJECT: Consideration of an Ordinance approving a Special Use Permit for 1410 Woodbine Rd. to allow residential condominiums/townhomes in the B-1, Highway Business District with a density of twelve (12) units per acre, as requested by the Community Development Department – Planning Division.

RECOMMENDATION/MOTION: An Ordinance approving a Special Use permit for 1410 Woodbine Rd. to allow residential condominiums/townhomes in the B-1, Highway Business District with a density of twelve (12) units per acre be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods; Goal 5-Great Place—Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE: 4B: upgrade the quality of older housing stock; 5E: More attractive city: commercial areas and neighborhoods.

BACKGROUND: The subject property, 1410 Woodbine Rd, approximately one square acre, is undeveloped and located west of Towanda Barnes Rd, south of GE Road and east of Norma Dr. The subject property is located within the Hawthorn Commercial Subdivision, and a final plat for the subject property is on the April 23, 2018 Council Agenda for consideration. All public improvements, with the exception of sidewalks, are built. The property is zoned B-1, Highway Business District; the following uses surround the site: single-family homes (west); offices (north); retail (north); senior living facility/memory care (east); hotel (east); undeveloped land (south). The B-1 District primarily provides for retail development, however, multifamily dwellings are allowed with a Special Use permit and subject to additional height, screening, and bulk requirements (Ch. 44.10-4).

The petitioner, Terra LLC, is requesting approval of a Special Use permit to allow the construction of twelve (12) townhomes on the subject property. The petitioner stated the units will be two storey, three bedroom and two bath units with a two car attached garage. If successful, the petitioner intends to add similar developments south and east of the subject property. Staff recommended approval of the petition with three conditions: 1). The project complies with the 50% lot coverage, or 0.50 Floor Area Ratio, for multifamily developments in the B-1 District; 2). A solid screen is provided along the west property line separating the parking lot from the residential districts; and 3). The attractive side of the fence should face the residential homes. The petitioner agreed to these conditions and the Zoning Board provided a positive recommendation with the conditions.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This case was before the Zoning Board of Appeals for a public hearing and review on March 21, 2018. No one, outside of the applicant, spoke in favor of the petition. No one spoke in opposition of the petition; however, one citizen asked some general questions. Staff provided a positive recommendation on the petition, but recommended adding three conditions to mitigate the potential negative impacts on the adjacent residential properties. The Board unanimously recommended approval with the conditions requested by staff by a vote of 6-0. In accordance with City Code, the City published legal notice of the hearing in *The Pantagraph* on March 5, 2018. In accordance with the Zoning Code (Ordinance No. 2006-137), staff mailed courtesy copies of the public notice to approximately 75 property owners within 500 feet. Additionally, staff placed a large, metal public notice sign on the property.

FINANCIAL IMPACT: The special use permit enables the development of the vacant subject property, which will improve the property value of the site and could generate increased revenues for the City.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan: The subject property is a Tier-1 Infill Development priority (11-4). Residential infill development, in this area, could also assist the nearby existing and future commercial development.

Goal H-1. *Ensure the availability of safe, attractive and high quality housing stock to meet the needs of all current and future residents of Bloomington.* The special use permit promotes housing options for residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: No new city facilities are necessary for this development.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by: Bob Mahrt, Community Development Director

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

Community Development review by: Bob Mahrt Community Development Director

Legal review by: George D. Boyle, Assistant 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:

- 1B_Ordinance_ Special Use at 1410 Woodbine Rd
- 1C_Petition_ Special Use at 1410 Woodbine Rd
- 1D_Aerial Map_ Special Use at 1410 Woodbine Rd
- 1E_Zoning Map_ Special Use at 1410 Woodbine Rd
- 1F_Staff report ZBA_ Special Use at 1410 Woodbine Rd
- 1G_Minutes_ Special Use at 1410 Woodbine Rd
- 1H_Notices_ Special Use at 1410 Woodbine Rd

ORDINANCE NO. 2018 - ____

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR 1410
WOODBINE RDD. TO ALLOW RESIDENTIAL
CONDOMINIUMS/TOWNHOMES IN THE B-1, HIGHWAY BUSINESS
DISTRICT WITH A DENSITY OF UP TO TWELVE (12) DWELLING UNITS
PER ACRE**

WHEREAS, there was heretofore filed with the Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting a Special Use Permit for residential condominiums/townhomes in the B-1, Highway Business District, with a density of up to twelve (12) units, for certain premises hereinafter described in Exhibit(s) A; and

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

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing, made findings of fact that such Special Use Permit would comply with the standards and conditions for granting such special permitted use for said premises as required by Chapter 44, Section 44.10-3C of the Bloomington, City Code, 1960 as amended; and

WHEREAS, the Bloomington Board of Zoning Appeals, after said public hearing, determined that such Special Use Permit would comply with the additional standards and conditions for multifamily developments, Chapter 44, Section 44.10-4 of the Bloomington City Code, 1960 as amended, after meeting the following conditions: 1). The project complies with the 50% lot coverage, or 0.50 Floor Area Ratio, for multifamily developments in the B-1 District; 2). A solid screen is provided along the west property line separating the parking lot from the residential districts; and 3). The attractive side of the fence should face the residential homes; and,

WHEREAS, the Bloomington Board of Zoning Appeals recommended the City Council adopt an ordinance approving the Special Use permit with the aforementioned conditions; and

WHEREAS, the City Council of the City of Bloomington has the power to pass this Ordinance and grant this Special Use permit with the conditions recommended by the Zoning Board of Appeals.

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

1. That the Special Use Permit for a residential condominiums/townhomes on the premises hereinafter described in Exhibit(s) A shall be and the same is hereby approved subject to the following conditions:

- a. The project complies with the 50% lot coverage, or 0.50 Floor Area Ratio, for multifamily developments in the B-1 District; and,
 - b. A solid screen is provided along the west property line separating the parking lot from the residential districts; and,
 - c. The attractive side of the fence should face the residential homes.
2. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 23rd day of April, 2018.

APPROVED this ____ day of April, 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

Exhibit A
“Legal Description for 1410 WOODBINE RD”

A part of the NE/4 of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 9 in the Second Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2005-6797 in the Mclean County Recorder of Deeds Office, on the west right of way line of Woodbine Road; thence S.00°-00'-00"E. 290.40 feet on said west right of way line of Woodbine Road; thence N.90°-00'-00"W . 150.00 feet to the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-27481 in the Mclean County Recorder of Deeds Office; thence N.00°-00'-00"E. 290.40 feet on said east line of Sapphire Lake Subdivision to the southwest corner of said Lot 9 in Second Addition to Hawthorne Commercial Subdivision; thence N.90°-00'-00"E. 150.00 feet to the Point of Beginning, containing 1.00 acres, more or less, with assumed bearings given for description purposes only.

PETITION FOR A SPECIAL USE PERMIT FOR PROPERTY LOCATED AT:

State of Illinois)
)ss.
County of McLean)

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

Now come(s) **Krishna Balakrishnan, President**

Terra, LLC

hereinafter referred to as your petitioner(s), respectfully representing and requesting as follows:

1. That your petitioner(s) is (are) the owner(s) of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit(s) A, which is (are) attached hereto and made a part hereof by this reference, or is (are) a mortgagee or vendee in possession, assignee of rents: receiver, executor (executrix); trustee, lease, or any other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That said premises presently has a zoning classification of B-1 under the provisions of Chapter 44 of the Bloomington City Code, 1960;
3. That under the provisions of Chapter 44, Section 44.6-30 of said City Code Residential Condominiums, are allowed as a special use in a B-1 zoning district;
4. That the establishment, maintenance, or operation of said special use on said premises will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;
5. That said special use on said premises will not be injurious to the use and enjoyment of other property in the immediate vicinity of said premises for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
6. That the establishment of said special use on said premises will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the B-1 zoning district;

7. That the exterior architectural treatment and functional plan of any proposed structure on said premises will not be so at variance with either the exterior architectural treatment and functional plan of the structures already constructed or in the course of construction in the immediate neighborhood or the character of the applicable district, as to cause a substantial depreciation in the property values within the neighborhood adjacent to said premises;
8. That adequate utilities, access roads, drainage and/or necessary facilities have been or are being provided to said premises for said special permitted use;
9. That adequate measures have been or will be taken to provide ingress and egress to and from said premises so designed as to minimize traffic congestion in the public streets; and
10. That said special permitted use on said premises shall, in all other respects, conform to the applicable regulations of the B-1 zoning district in which it is located except as such regulations may, in each instance, be modified by the City Council of the City of Bloomington pursuant to the recommendations of the Bloomington Board of Zoning Appeals.

WHEREFORE, your petitioner(s) respectfully pray(s) that said special use for said premises be approved.

Respectfully submitted,

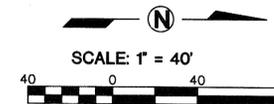
45128.02
3/20/17
JTS

Legal Description

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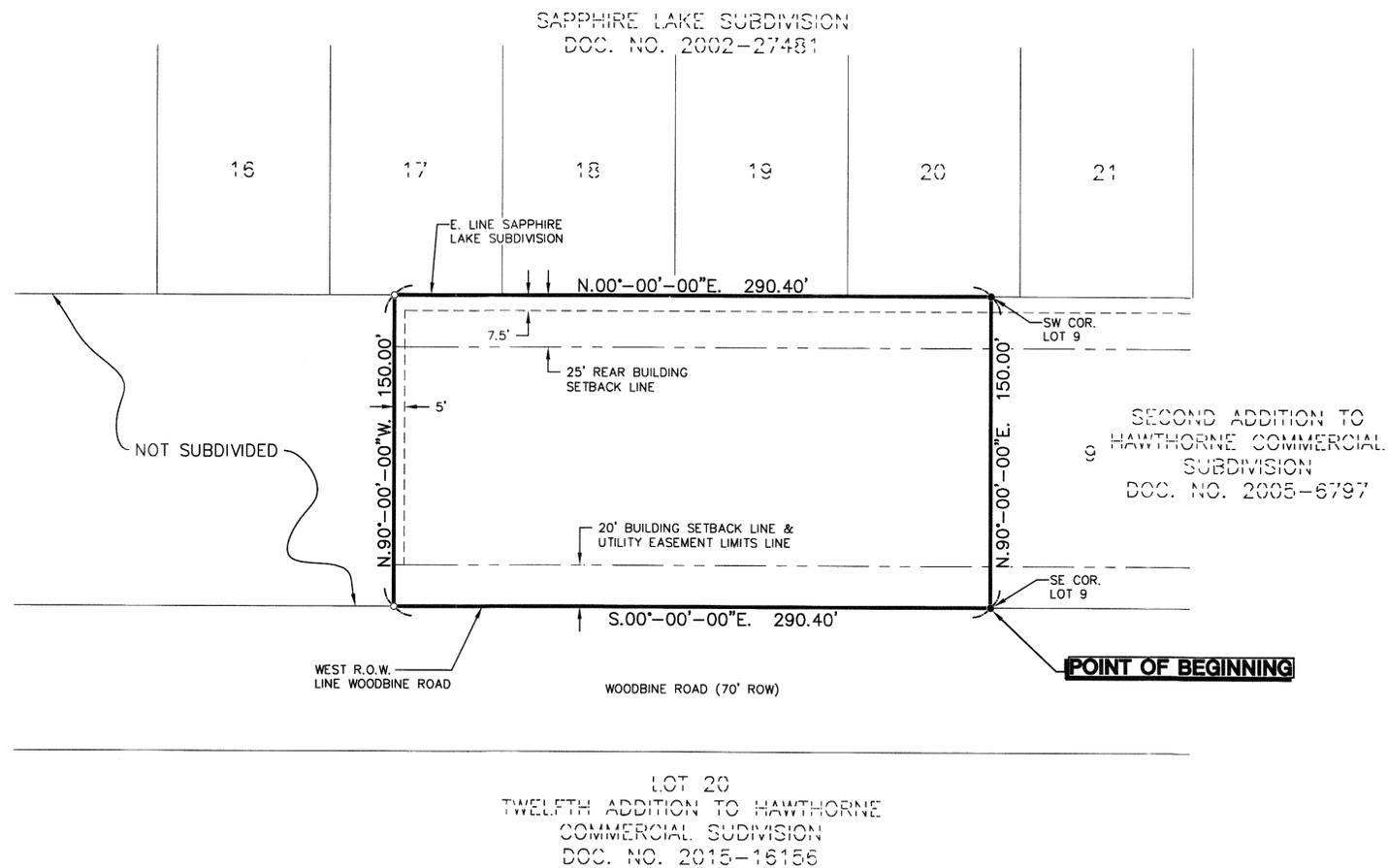
THIRTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

PART OF THE NE1/4 OF SEC. 31, T.24N, R.3E, 3 P.M.
CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS



LEGEND

—	BOUNDARY OF SUBJECT PREMISES
- - - -	UTILITY EASEMENT LIMITS
•	5/8" IRON ROD FOUND
o	5/8" IRON ROD SET



SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Jason T. Stephens, Illinois Professional Land Surveyor No. 3859, do hereby certify that the attached plat of subdivision was surveyed and prepared under my direction, in accordance with the laws of the State of Illinois, and with the Ordinances of the City of Bloomington for Auctus, L.L.C. and represents the following described property to wit:

A part of the NE¼ of Section 31, Township 24 North, Range 3 East of the Third Principal Meridian, City of Bloomington, McLean County, Illinois, more particularly described as follows: Beginning at the southeast corner of Lot 9 in the Second Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2005-6797 in the McLean County Recorder of Deeds Office, on the west right of way line of Woodbine Road; thence S.00°-00'-00"E. 290.40 feet on said west right of way line of Woodbine Road; thence N.90°-00'-00"W. 150.00 feet to the east line of Sapphire Lake Subdivision according to the Plat thereof recorded as Document No. 2002-27481 in the McLean County Recorder of Deeds Office; thence N.00°-00'-00"E. 290.40 feet on said east line of Sapphire Lake Subdivision to the southwest corner of said Lot 9 in Second Addition to Hawthorne Commercial Subdivision; thence N.90°-00'-00"E. 150.00 feet to the Point of Beginning, containing 1.00 acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into one (1) lot as shown on the attached plat.

Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All easements designated on said plat are dedicated for public use and for the use of community antenna television systems.

Said subdivision is to be known as Thirteenth Addition to Hawthorne Commercial Subdivision, City of Bloomington, McLean County, Illinois.

I further certify that the foregoing plat accompanying this certificate accurately represents the above described property as subdivided.

I further certify that no part of said herein described subdivision is located within a special flood hazard area as identified by the Federal Emergency Management Agency on Flood Insurance Rate Map for Community Panel Number 170490 0510E and 170931 0510E, Map Number 17113C0510E dated July 16, 2008.

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
505 N. Main St.
Bloomington, IL 61701

3/27/17
Date

Jason T. Stephens
Jason T. Stephens
Illinois Professional Land Surveyor No. 3859
License Expiration Date 11/30/2018



CITY CLERK'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Cherry L. Lawson, City Clerk of said City, do hereby certify that the foregoing is a true and complete copy of an original final plat of Thirteenth Addition to Hawthorne Commercial Subdivision, presented, passed and approved at a regular meeting of said City Council held on the _____ day of _____, 2017, by an affirmative vote of the majority of all members selected to said Council, the vote having been taken by yeas and nays and entered on the record of the proceedings of said Council.

Witness my hand and seal of said City of Bloomington, this _____ day of _____, A.D. 2017.

CITY ENGINEER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

I, Kevin Kothe, City Engineer for the City of Bloomington, Illinois hereby certify that the land improvements described in the annexed plat and the plans and specifications therefore meet the minimum requirements of said City outlined in Chapter 24 of the Bloomington City Code.

Dated at Bloomington, Illinois, this _____ day of _____, 2017.

City Engineer
Bloomington, Illinois

City Clerk

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
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FINAL PLAT
THIRTEENTH ADDITION TO HAWTHORNE
COMMERCIAL SUBDIVISION
BLOOMINGTON, ILLINOIS

Sheet
1
of 1

45128.02

Aerial Map



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**CITY OF BLOOMINGTON
 REPORT FOR THE BOARD OF ZONING APPEALS
 MARCH 21, 2018**

CASE NUMBER:	SUBJECT:	TYPE:	SUBMITTED BY:
SP-03-18	South of 1410 Woodbine	Special Use	Izzy Rivera, Assistant City Planner

PETITIONER'S REQUEST:	A special use permit to allow a condominium development in the B-1, Highway Business District. (Ward 3)
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STAFF RECOMMENDATION:	<p><i>Staff recommends approval of a special use permit for condominium development in the B-1, Highway Business District with the following conditions:</i></p> <ul style="list-style-type: none"> • <i>Eliminate 1(one) or two (2) units, in order to comply with the 50% Floor Area Ratio.</i> • <i>Provide screening along the west property line separating the parking and residential.</i> • <i>The attractive side of the fence should face the adjacent residential homes.</i>
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NOTICE

The application has been filed in conformance with applicable procedural requirements and public notice was published in *The Pantagraph* on March 5, 2018.

GENERAL INFORMATION

Owner and Applicant: Krishna Balakrishann, Terra LLC.

PROPERTY INFORMATION

Legal description

Attached

Existing Zoning: B-1, Highway Business District
Existing Land Use: Undeveloped
Property Size: Approximately 43,560 square feet (150' X 290')
PIN: 15-31-226-026

Surrounding Zoning and Land Uses

Zoning

North: B-1 Highway Business District
South: B-1 Highway Business District
East: B-1 Highway Business District
West: R-2, Mixed Residence District

Land Uses

North: Insurance offices/Medical offices
South: Undeveloped
East: Hotel/Learning center/Senior Living Facility
West: Single/two family home(s)

Analysis

Submittals

This report is based on the following documents, which are on file with the Community Development Department:

- 1. Application for Special Use
- 2. Site Plan
- 3. Aerial photographs
- 4. Site visit

PROJECT DESCRIPTION

Background

The subject site is located directly south of 1410 Woodbine Rd, south of General Electric Road and west of County Road 1900E. The site is part of the Hawthorne Commercial Subdivision, while it has not been platted, it would become the (13th) thirteenth addition. The (12th) twelfth addition was completed in 2015, and improved with a senior living facility. The subject property is also serviced by utilities that are adequate for developments allowed in the B-1 zoning district. The B-1, Highway Business District provides primarily for retail development particularly around highway interchange and intersection areas. The B-1 district allows for multiple family dwellings with a special use permit. In addition to the bulk requirements of Chapter 44, a special use permit for dwellings has the following standards identified in Section 44.10-4:

- 1). Minimum Screening/Fencing Requirements: Parking lots shall be screened from adjacent single-family dwellings and two-family dwellings
- 2). Maximum Floor Area Ratio: Fifty percent (50%) or 0.5
- 3). Minimum Yard Requirements: 5 feet, where a side or rear yard is provided, plus transitional yards when adjacent to residential zoning districts.
- 4). Maximum Height: 35 feet or 2 ½ stories, transitional heights also apply for developments abutting residential districts.
- 5). Additional parking requirements: Two (2) parking spaces for each dwelling unit.

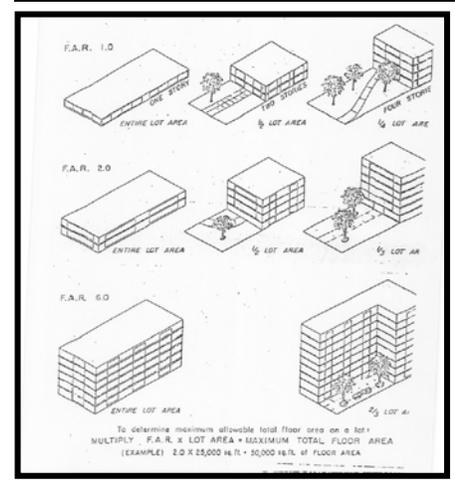
The subject property is also adjacent to the 60 Ldn S-3, Aircraft Noise Contour. The contour touches the land south of the subject property as well as the land east of the subject property. Due to loud noise from plane engines, the contour overlay requires special building materials for residential development. Additionally, residential development is strictly prohibited within the 65 Ldn contours. No variances or deviation in construction materials may be granted for development within the aforementioned contours. While the subject property falls outside of this contour, to improve the quality of life for residents and mitigate potential complaints about noise, staff recommends the petitioner comply with the standards for construction materials regulated within the 60 Ldn contour.

Project Description:

The petitioner proposes to improve the site with the construction of a twelve (12) unit condominium development, approximately 1,500 sq. per unit, resulting in approximately 18,000 sq. feet for the entire development. If the project is successful, the petitioner intends to add similar developments to the subdivision; essentially, this could be considered a ‘phase one’ of a multiple phase project, however an amended preliminary plan for the subdivision is needed. The units will be two (2) stories, three (3) bedroom, two (2) bath, as well as a two (2) car attached garage within the first floor. This property is zoned B-1 Highway Business District, and is contiguous to R-2 Mixed Residence District. As a result, any future development must comply with transitional yards and heights when abutting residential zoning classifications (Ch. 44.4-5 Lots and Yards). In this case, it will require the rear yard to be five (5) feet in addition to the specified transitional yard of fifteen (15) feet. According to the site plan, the proposed condominium development complies with the rear yard minimum setback of twenty (20) feet, including transitional yard requirements. Another requirement is, that said yards, are screened according to Zoning Code section 44.4-7, and will require a six (6) foot opaque fence or landscaping screen. Staff recommends that the attractive side of the fence should face the abutting residential development.

The side yard must be eleven (11) feet according to the side

Illustrations for interpreting the Floor Area Ratio (F.A.R.) taken from Chapter 44 of the City Code.



yard requirements for the B-1 Highway Business District in Zoning Code section 44.6-40. The site plan complies with the side yard requirements.

The site plans shows noncompliance of the 50% maximum lot coverage or a 0.5 floor area ratio (F.A.R.) requirement. Floor area ratio is the ratio to total floor area of the building to the lot size. Since the height of the development is two stories the allowable lot coverage is 25% of the lot. . This allows for a 10,875 sq. feet footprint of development based on the required 50% Floor Area Ratio. Currently the developments footprint is approximately 11,797 sq. feet.

Additionally, the proposed development would include a two (2) car garage, which would comply with two (2) parking spaces per dwelling unit. Residential construction also requires parkland dedication, and, if the permit is approved, the developer will be required to comply with parkland dedication requirements of Chapter 24. Section 7.

The following table further illustrates the requirements from the zoning ordinance and those proposed by the petitioner for the condominium development.

Requirement	Required	Provided	Difference
% Building lot coverage	Maximum 50% based on 2 stories (10,875 sq ft)	54% based on 2 story (11,797 sq ft)	922 sq ft over allowed lot coverage
Side Yard Setback	11 feet	28 feet	+17 feet
Rear Yard Setback	20 feet	45 feet	+25 feet
Parking	2 spaces per unit	2 spaces	0

LINK TO COMPREHENSIVE PLAN: The site is shown as a Tier 1, Land Use Priority for infill development (Fig 11-4). Residential infill development in this area could assist the commercial development in the surrounding area, as well as any future commercial development.

The Comprehensive Plan also has a goal to ensure the availability of quality housing stock that meets the needs of current and future residents (H-1).

Action by the Zoning Board of Appeals

For each special use application the Zoning Board of Appeals shall report to the Council its findings of fact and recommendations, including stipulations of additional conditions and guarantees, when they are deemed necessary for the protection of the public interest or to meet the standards as specified herein.

No special use application shall be recommended by the Zoning Board of Appeals for approval unless such Board shall find:

- 1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;** The Comprehensive Plan identifies the goal of promoting housing that meets the needs of

residents of all ages and abilities. The proposed condominium development addresses that goal. Surrounding development has a mixture of residential and commercial. The special use permit would continue this pattern for the area and for future development.

The standard is met.

2. **That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;** the special use permit would be consistent with a mixture of development, and consistent with patterns of development in the area. Residential zoning is located behind the proposed development, as well as across General Electric Rd to the north. The additional rear yard setback space, provided between the proposed condominium development and the residential homes to the west of the proposed development could help mitigate concerns with privacy, casting shadows, and blocked views for the residences. The surrounding area is a mixture of residential and commercial development. Current development in the immediate area includes a senior living facility, learning centers, and a hotel with restaurant. **The standard is met.**

3. **That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;** the B-1, Highway Business District contemplates various uses which are compatible with multifamily development, such as a grocery store, retail, and entertainment establishments. This area has been developed with a mix of residential to the north and west and commercial to the east. Any future development would continue to also be a mixture of residential and commercial. **The standard is met.**

4. **That the adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;** Utilities are adequate. For better access and connectivity Woodbine Road should be extended to Pamela Drive. Detention is provided in compliance with the requirements. Connect Transit once served this area but, due to a lack of ridership, recently eliminated service. However, increased residential density could attract bus service in the future. The area is served by Unit 5 Schools and potential students would attend Benjamin School. **The standard is met.**

5. **That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;** Ingress and egress would be provided according to the site plan. A driveway with two curb cuts would service all of the units in the rear of the development. Off street parking would be provided and contained within the driveway/parking lot in order to eliminate congestion on Woodbine Rd. **The standard is met.**

6. **That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may be modified by the Council pursuant to the recommendations of the Zoning Board of Appeals.** The proposed condominiums does not meets the requirements for the special use permit

outlined in Section 44.10-4, which requires a 50% Floor Area Ratio. The Floor Area Ratio controls density for new development. This would be new development, thus having an opportunity to comply with all the standards, as there is no hardship. Eliminating one unit would allow for the development to comply with the 50% Floor Area Ratio, keep the current unit size, as well as potential for more green space. Additionally the parking lot to the west of the property should be screened from the adjoining residential zoning districts. **With the added conditions the standard is met.**

As of the date of publication of this report, staff has only received general inquiries regarding case SP-03-18.

STAFF RECOMMENDATION:

Staff finds that the petition **meets** the Zoning Ordinance's standards required to allow a special use for residential condominiums. Staff recommends the Zoning Board of Appeals provide Council with a recommendation to **approve a special use petition** for condominiums in the B-1 Highway Business District south of 1410 Woodbine Rd Case SP-03-18 with the following conditions:

- Eliminate 1(one) or 2(two) units, in order to comply with the 50% Floor Area Ratio.
- Provide screening along the west property line separating the parking and residential.
- The attractive side of the fence should face the adjacent residential homes.

Respectfully submitted,

Izzy Rivera,
Assistant City Planner

Attachments:

- Petition for a Special Use Permit
- Draft Ordinance
- Exhibit A-Legal Description
- Site Plan
- Floor Area Ratio Illustration
- Aerial Map
- Zoning Map
- Newspaper Notice and Neighborhood Notice w/Map
- Notification Mailing List

**DRAFT MINUTES
BLOOMINGTON ZONING BOARD OF APPEALS
REGULAR MEETING - 4:00 P.M.
WEDNESDAY, MARCH 21, 2018
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET
BLOOMINGTON, ILLINOIS**

Members present: Mr. Jeff Brown, Mr. Michael Butts, Ms. Victoria Harris, Mr. Robert Schultz, Mr. Richard Veitengruber, and Chairman Tristan Bullington

Members absent: Ms. Barbara Meek

Also present: Mr. George Boyle, Assistant Corporation Counsel
Mr. Bob Mahrt, Community Development Director
Ms. Izzy Rivera, Assistant City Planner
Ms. Katie Simpson, City Planner

Chairman Bullington called the meeting to order at 4:05 p.m. Ms. Simpson called the roll; with six members present, the Zoning Board of Appeals established a quorum.

PUBLIC COMMENT: None.

MINUTES: The Zoning Board of Appeals reviewed the February 21, 2018 regular meeting minutes. Chairman Bullington amended a number of scrivener's errors, and amended a sentence on page 9 to read, "Chairman Bullington stated that he cannot agree with the staff finding that this would not be detrimental to the adjacent property owner." Mr. Boyle amended the last full paragraph on page 8 to read "less than five negative votes allows an appeal to City Council." Ms. Harris motioned to approve the minutes; Mr. Brown seconded the motion. The Board approved the minutes by voice vote, 6-0.

REGULAR AGENDA:

Z-04-18 Consideration, review and action of a petition submitted by EA Architecture and Design for a variance to allow a reduction in parking by 25 spots at 2301 Castleton Dr.(Ward 3). **WITHDRAWN**

Z-08-18 Consideration, review and action of a petition submitted by John Reynolds for a variance to allow a four foot reduction in the front yard for a room addition at 1106 E Taylor St. (Ward 4).

Chairman Bullington introduced the case and swore in the petitioner, Mr. John Reynolds, 1106 E. Taylor St. Mr. Reynolds stated that he is attempting to improve his neighborhood and home. He mentioned that he would be removing the front porch and adding more living space and an extra bathroom. He stated space in the rear of the home is limited because he is also adding a small kitchen the home.

Ms. Simpson presented the staff report and staff's favorable recommendation for the variance. Ms. Simpson provided pictures of the subject property, the surrounding properties and an aerial view of the neighborhood. She described the zoning and the setback requirements. Ms.

Simpson noted the home and neighborhood were established before the adoption of the zoning ordinance. She stated the block lacks a consistent front yard setback but many of the homes share similar characteristics and features. She explained the block is a symmetric and shaped like a trapezoid. She described the significant change in elevation and showed pictures of the varying front yard slopes from the west side of the block to the east side of the block. She explained the difference in elevation is about ten (10) feet. She shared a sketchup model to show the existing conditions and changes following the addition. She explained the proposed addition results in a small expansion on the footprint that is consistent with the surrounding properties. Ms. Simpson provided staff's analysis of the standards for a variance and determined the petition meets the factors.

No one spoke in favor of the petition. No one spoke in opposition to the petition. Chairman Bullington declared the evidentiary hearing closed.

Chairman Bullington requested the Board establish a finding of fact. He explained the Board will take a position on each factor and state if the factor is "met" or "not met". Ms. Simpson called each factor and performed a roll call vote for each factor. The Board determined that case Z-08-18 met the factors for a variance (44.13-4D) by vote 6-0 with the following votes cast:

Factor 1. Mr. Brown—met; Mr. Butts—met; Ms. Harris—met; Mr. Schultz—met; Mr. Veitengruber—met; Chairman Bullington—met.

Factor 2. Mr. Brown—met; Mr. Butts—met; Ms. Harris—met; Mr. Schultz—met; Mr. Veitengruber—met; Chairman Bullington—met.

Factor 3. Mr. Brown—met; Mr. Butts—met; Ms. Harris—met; Mr. Schultz—met; Mr. Veitengruber—met; Chairman Bullington—met.

Factor 4. Mr. Brown—met; Mr. Butts—met; Ms. Harris—met; Mr. Schultz—met; Mr. Veitengruber—met; Chairman Bullington—met.

Factor 5. Mr. Brown—met; Mr. Butts—met; Ms. Harris—met; Mr. Schultz—met; Mr. Veitengruber—met; Chairman Bullington—met.

Chairman Bullington requested the Board vote in favor or against the petition for a variance, case Z-08-18. The Variance was approved unanimously, 6-0, with the following votes called: Mr. Brown—yes; Mr. Butts—yes; Ms. Harris—yes; Mr. Schultz—yes; Mr. Veitengruber—yes; Chairman Bullington—yes.

SP-03-18 Consideration, review and action of a petition submitted by Krishna Balakrishnan, Terra, LLC for a special use permit to allow for condominium development in the B-1, Highway Business District (Ward 3).

Chairman Bullington introduced case SP-03-18 and swore in the petitioner, Krishna Balakrishnan, 1904 Longwood Lane, Bloomington, IL. The petitioner explained he is having difficulty developing the subject property for commercial uses. He explained an assisted living center opened near the site, and he decided to develop the property with condominiums to serve as a transition between the single-family homes and the commercial uses. Chairman

Bullington asked the petitioner if he is aware of the conditions requested by staff, and if he agrees with the conditions. The petitioner affirmed that he agrees with the conditions and would seek to reduce the overall footprint of the development rather than the number of units. He would like to maintain twelve units but will reduce the footprint of each unit. Mr. Balakrishnan explained he held a neighborhood meeting with the residents and answered the questions of the residents.

Mr. Don Leaver, 1421 Norma Dr. stated that this item was withdrawn from the January 2018 Zoning Board of Appeals agenda. He asked for clarification about why the staff recommendation changed from a negative recommendation to a positive recommendation. He also asked if this was a variance or a zoning change, he requested clarification about the zoning process. Chairman Bullington asked if Mr. Leaver was speaking in favor of the petition, in opposition to the petition or asking questions. Mr. Leaver confirmed he is asking questions.

Ms. Rivera presented the staff report and explained staff is providing a positive recommendation for the Special Use permit with three conditions to reduce the foot print to a fifty (50) percent lot coverage, provide a fence to screen the parking lot from the residential homes, and place the attractive side of the fence outward. Ms. Rivera described the surrounding zoning and uses. She presented the site plan provided by the petitioner and described changes in the plan from the previous plan submitted in January 2018. She explained the petitioner is provided a greater setback from the abutting residential homes, decreased the height of the townhomes and altered the ingress and egress. She provided an aerial view highlighting the transitional yard requirements, parking requirements, height and floor area ratio requirements. She stated lights are required to be directed down and away from residential units. Ms. Rivera explained the floor area ratio and that the proposed building exceeds the allowed floor area ratio. She stated this is the reason staff recommended decreasing the number of units. Ms. Rivera presented a rendering showing what a reduced density development could look like. Ms. Rivera provided staff's analysis of the standards for a special use permit. Ms. Simpson added that the staff recommendation changed because additional information the petitioner provided additional information, including an overall concept for the area, which addressed prior staff concerns. The petitioner also revised the site plan to comply with City Code requirements. Ms. Simpson explained that the Special Use permit allows the Zoning Board to apply conditions, and requires a public hearing. She explained the special use provides a platform for addressing concerns when some uses require additional considerations.

Ms. Harris asked if special uses could provide a better transition between the residential homes and commercial uses. Ms. Simpson confirmed. Mr. Leaver stated there is no mix of residential and commercial in the area, and a mixed-use is deceiving. Mr. Leaver asked if multifamily apartments exist in other B-1 zoned properties. Ms. Simpson affirmed and added that multifamily was allowed in the B-1 district by right before 1997.

Chairman Bullington requested the Board establish a finding of fact for case SP-03-18. He explained the Board will take a position on each factor and state if the factor is "met" or "not met". Ms. Simpson called each Special Use factor (44.10-3C) and performed a roll call vote for each factor. The Board determined that case SP-03-18 met the factors for a special use by vote 6-0 with the following votes cast:

Factor 1. Mr. Brown—met; Mr. Butts—met; Ms. Harris—met; Mr. Schultz—met; Mr. Veitengruber—met; Chairman Bullington—met.

Factor 2. Mr. Brown—met; Mr. Butts—met; Ms. Harris—met; Mr. Schultz—met; Mr. Veitengruber—met; Chairman Bullington—met.

Factor 3. Mr. Brown—met; Mr. Butts—met; Ms. Harris—met; Mr. Schultz—met; Mr. Veitengruber—met; Chairman Bullington—met.

Factor 4. Mr. Brown—met; Mr. Butts—met; Ms. Harris—met; Mr. Schultz—met; Mr. Veitengruber—met; Chairman Bullington—met.

Factor 5. Mr. Brown—met; Mr. Butts—met; Ms. Harris—met; Mr. Schultz—met; Mr. Veitengruber—met; Chairman Bullington—met.

Factor 6. Mr. Brown—met; Mr. Butts—met; Ms. Harris—met; Mr. Schultz—met; Mr. Veitengruber—met; Chairman Bullington—met.

Chairman Bullington requested the Board vote to provide a favorable recommendation of the Special Use petition with the conditions requested by staff to City Council, case SP-03-18. The Special Use was approved with conditions, by a vote of 6-0, with the following votes called: Mr. Brown—yes; Mr. Butts—yes; Ms. Harris—yes; Mr. Schultz—yes; Mr. Veitengruber—yes; Chairman Bullington—yes.

OTHER BUSINESS:

NEW BUSINESS: Mr. Schultz stated he would like to discuss the meeting procedures, specifically voting on the individual factors. The Board briefly discussed the pros and cons of voting on each standard such as establishing a clear record verse time requirements.

ADJOURNMENT

Mr. Butts motioned to adjourn. Ms. Harris seconded the motion. The meeting adjourned at 4:54 p.m.

Respectfully Submitted,
Katie Simpson
Secretary

Public Notices

South of 1410 Woodbine Road, at which time all interested persons may present their views upon such matters pertaining thereto. The petitioner or his/her Counsel/Agent must attend the meeting and the subject property is legally described as follows:

Legal Description:
A PART OF THE NE1/4 OF SECTION 31, TOWNSHIP 24 NORTH, RANGE 3 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF LOT 9 IN THE SECOND ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NO. 2005-6797 IN THE MCLEAN COUNTY RECORDER OF DEEDS OFFICE, ON THE WEST RIGHT OF WAY LINE OF WOODBINE ROAD; THENCE S.00°-00'-00"E. 290.40 FEET ON SAID EAST LINE OF SAPPHIRE LAKE SUBDIVISION ACCORDING TO THE FINAL PLAT THEREOF RECORDED AS DOCUMENT NO. 2002-27481 IN THE MCLEAN COUNTY RECORDER OF DEEDS OFFICE; THENCE N.00°-00'-00"E. 290.40 FEET ON SAID EAST LINE OF SAPPHIRE LAKE SUBDIVISION TO THE SOUTHWEST CORNER OF SAID LOT 9 IN SECOND ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION; THENCE N.90°-00'-00"E. 150.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.00 ACRES, MORE OR LESS, WITH ASSUMED BEARINGS GIVEN FOR DESCRIPTION PURPOSES ONLY.

REQUEST
A request to allow condominium development in the B-1, Highway Business District as a special use.

In compliance with the Americans with Disabilities Act and other applicable federal and state laws, the hearing will be accessible to individuals with disabilities. Persons requiring auxiliary aids and services should contact the City Clerk, preferably no later than five days before the hearing.

The City Clerk may be contacted either by letter at 109 E. Olive St., Bloomington, IL 61701, by telephone at 309-434-2240, or email cityclerk@cityblm.org. The City Hall is equipped with a text telephone (TTY) that may also be reached by dialing 309-829-5115.

Published: March 5, 2018

20939099
CITY OF BLOOMINGTON
PUBLIC HEARING NOTICE
ZONING BOARD OF APPEALS
MARCH 21, 2018

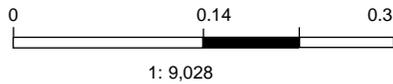
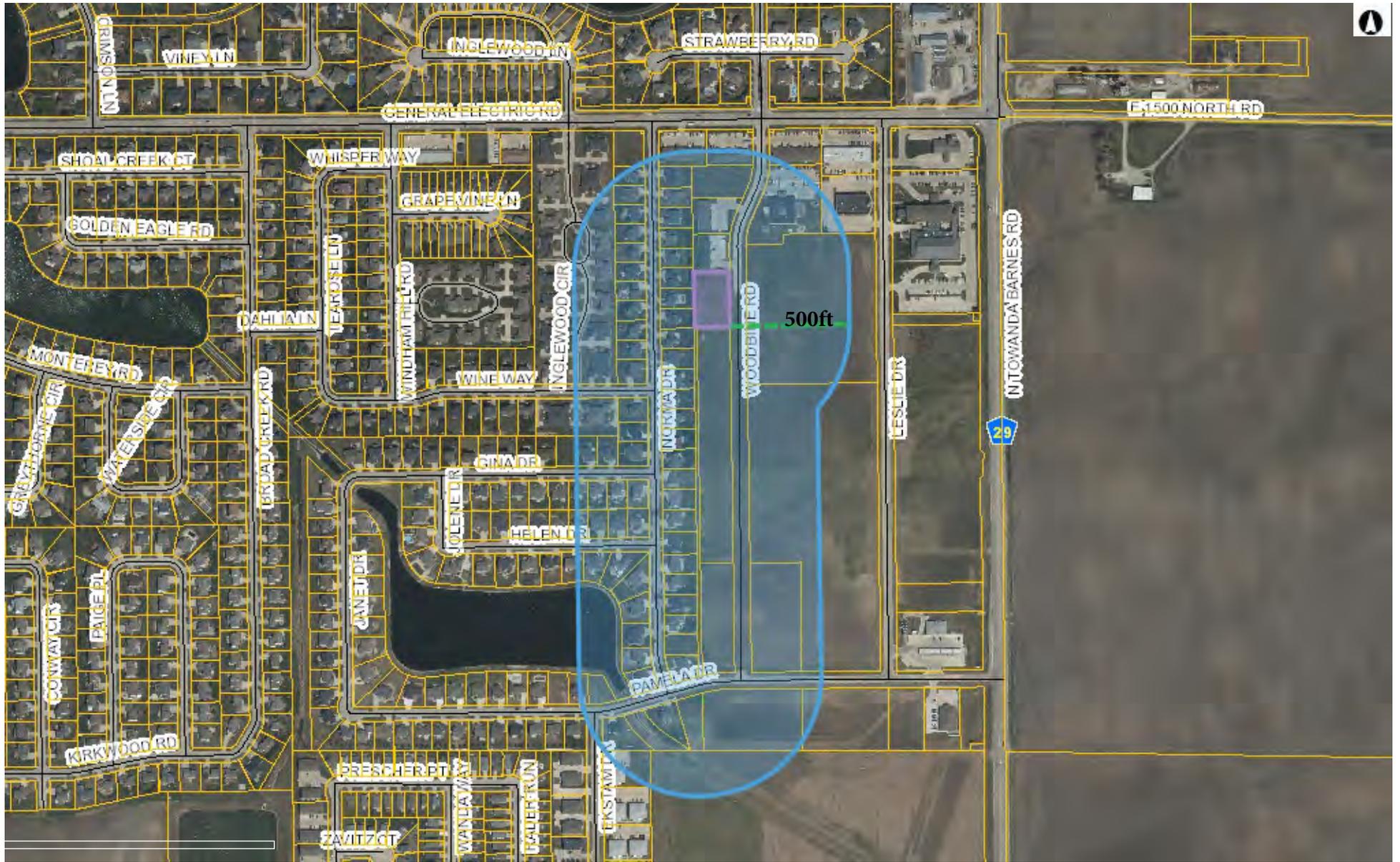
Notice is hereby given that the Zoning Board of Appeals of the City of Bloomington, Illinois, will hold a public hearing scheduled for Wednesday March 21, 2018 at 4:00 p.m. in the Council Chambers of City Hall Building, 109 E. Olive St., Bloomington, Illinois, petitions submitted by Terra, LLC for the approval of a special use permit for condominium development on property commonly located

HOME FINDER
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Public hearing scheduled 03-21-18 for a special use permit for site south of 1410 Woodbine Rd



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Notes



Department of Community Development
115 E Washington St, Ste 201
Bloomington IL 61701

March 2, 2018

Dear Property Owner or Resident:

The Zoning Board of Appeals will hold a public hearing on **Wednesday March 21, 2018 at 4:00PM in the Council Chambers, 109 E. Olive Street, Bloomington, Illinois** to hear testimony for a petition submitted by Terra, LLC for the approval of a special use permit for the property located **South of 1410 Woodbine Rd** at which time all interested persons may present their views upon such matters pertaining thereto.

REQUEST

The petitioner is requesting a special use permit to allow for condominium development in the B-1, Highway Business District.

The petitioner or his/her Counsel/Agent must attend the meeting. A legal description of the subject property is attached to this letter.

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 said petition, or ask questions related to the petitioner's request at the scheduled public hearing. Copies of the submitted petition are available for public review at the Department of Community Development, 115 E. Washington St. Bloomington, IL 61701. Communications in writing in relation to the petition may be sent to the Department of Community Development prior to the hearing, or presented 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. If you desire more information regarding the proposed petition or have any questions you may email me at irivera@cityblm.org or call me at (309) 434-2448.

Sincerely,

Izzy Rivera, Assistant City Planner

Attachments:

Map of notified properties within 500 ft of subject property

Legal Description of property

DOUGLAS M & CHRISTINE E RINGER
1207 NORMA DR
BLOOMINGTON, IL 61704

JIM & DARLENE HAPPEL
1313 NORMA DR
BLOOMINGTON, IL 61704

PANKAJ K SHARMA
1306 NORMA DR
BLOOMINGTON, IL 61704

MATTHEW CHECCHI
3718 HELEN
BLOOMINGTON, IL 61704

QAMER SYEDA
1411 NORMA DR
BLOOMINGTON, IL 61704

MS ALEXIS C KALITZKY KALITZKY ALAN J
&
1205 NORMA DR
BLOOMINGTON, IL 61704

SEPHRINE A & RICHARD H ACHESAH
1314 NORMA DR
BLOOMINGTON, IL 61704

SHISHIR & SHWETA RAUT
1311 NORMA DR
BLOOMINGTON, IL 61704

BETTY DODSON TRUST
1003 DEBRA LANE
PONTIAC, IL 61764

MARCEDA NORD
1420 NORMA DR
BLOOMINGTON, IL 61704

CHRISTINE FLOYD
1419 NORMA DR
BLOOMINGTON, IL 61704

CHARLES GRIFFIS JR
1414 NORMA DR
BLOOMINGTON, IL 61704

JOB REAL ESTATE LLC
1502 E JACKSON ST
BLOOMINGTON, IL 61701

BAPS BLOOMINGTON LLC
81 SUTTONS LN
PISCATAWAY, NJ 8854

TERRA LLC
1904 LONGWOOD LN
BLOOMINGTON, IL 61704

WILLIAM GLISSON
1408 NORMA DR
BLOOMINGTON, IL 61704

DONALD & LESLIE LEAVER
1421 NORMA DR
BLOOMINGTON, IL 61704

NINAN THOMAS
1406 NORMA DR
BLOOMINGTON, IL 61704

EDWARD PANOPIO
1401 NORMA DR
BLOOMINGTON, IL 61704

RICHARD & TERRY L TINAGLIA
1404 NORMA DR
BLOOMINGTON, IL 61704

RODNEY BECKER
1410 NORMA DR
BLOOMINGTON, IL 61704

EDWARD MACK
1405 NORMA DR
BLOOMINGTON, IL 61704

SWARNA PANDRANGI
1416 NORMA DR
BLOOMINGTON, IL 61704

JEANNIE L & NANCY L LATHAM KEIST
1312 NORMA DR
BLOOMINGTON, IL 61704

R JACK DAVIS
1412 NORMA DR
BLOOMINGTON, IL 61704

JOHN STRAUB
1402 NORMA DR
BLOOMINGTON, IL 61704

FORREST LAND TRUST 1997 7 C/O CARL
SCHROF
2205 HEDGEWOOD DR
BLOOMINGTON, IL 61704

SCOTT MORGAN -
1701 E COLLEGE AVE SC 3
BLOOMINGTON, IL 61704

TERRA LLC
1904 LONGWOOD LN
BLOOMINGTON, IL 61704

STEVEN DELIS
1204 NORMA DR
BLOOMINGTON, IL 61704

BLOOMINGTON-NORMAL AIRPORT
AUTHORITY
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NORTHSTAR COMMERCIAL PARTNERS
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1201 NORMA DR
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1405 Winterberry Cir
BLOOMINGTON, IL 61705



CONSENT AGENDA ITEM NO. 8M

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works Department

SUBJECT: Consideration of an Ordinance amending Bloomington City Code Chapter 29 to incorporate various routine changes to the in-place Traffic Control Devices and/or Regulations as requested by the Public Works Department.

RECOMMENDATION/MOTION: An Ordinance amending Bloomington City Code Chapter 29 to incorporate various routine changes to the in-place Traffic Control Devices and/or Regulations be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods; Goal 5. Great Place – Livable, Sustainable City; Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE: Objective 4d. Improved neighborhood infrastructure; Objective 4e. Strong partnership with residents and neighborhood associations; Objective 5a. Well-planned City with necessary services and infrastructure; Objective 5b. City decisions consistent with plans and policies; Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: Staff and the Transportation Commission are recommending the approval of various routine changes to Chapter 29 of the City Code that change in-place traffic control devices and regulations in the City of Bloomington.

Engineering Division Staff receives requests from time to time for various modifications to existing traffic regulations. In accordance with Chapter 29, Section 8, Staff contacts the petitioner, evaluates the request, contacts other potentially effected residents as needed, reviews applicable information/code/regulations, and if advantageous to the general public, incorporates a change on an emergency and/or experimental basis. The modifications are reviewed by Staff several months after implementation, and either removed, modified, or when successful results are achieved, requested to be implemented into City Code. Traffic regulation modifications installed on an emergency and/or experimental basis are only enforceable for 180 days unless City Code is modified with their inclusion. (See Sections 8 and 114(a).)

The following modifications are proposed by the recommended Ordinance:

1. *Chapter 29: Section 145(a): Stop Signs*

Modifications related to Section 145(a) pertain to creating an “all-way stop” condition at two intersections. At the Bunn and Lincoln intersection, the completion of Lincoln Street between Bunn and Maple (with widening to Morrissey/ US Rte 150) resulted in changing traffic patterns and higher volumes. Initially, two-way stop control was in place with traffic stopping on Lincoln. Following the completion of Lincoln to the east, Lincoln became the more heavily traveled street and the stop control was switched to Bunn. The intersection was ultimately changed to all-way stop control for safety reasons after drivers failed to adjust to the stop signs on the previously un-stopped Bunn. The proposed Code modifications make the all-way stop control at this intersection permanent.

Staff observed a pattern of crashes over several years at the Lee and Olive intersection. Various less-impactful remediation options were tried to reduce the crashes, but none proved successful. Following implementation of the all-way stop, crashes have been reduced and the change has been deemed successful. The proposed Code modifications make the all-way stop control at this intersection permanent.

2. Chapter 29: Section 145(d): Stop Signs

Modifications related to Section 145(d) pertain to posting two-way stop control at intersections. Four locations, Granada/Olive, Seville/Olive, Northwood/Hedgewood, and Wedgewood/Hedgewood are “T” intersections. While state law specifies that traffic on the non-through leg of a “T” intersection is always required to yield the right of way to traffic on the through legs, there is a high occurrence of drivers at these intersections not yielding as required. Stop signs were installed to communicate proper intersection right of way laws.

The Wedgewood/Oakwood intersection is in the middle of a subdivision. This four-leg intersection was previously uncontrolled, which required drivers to yield to the vehicle that arrived at the intersection first. Since Oakwood has longer straight sections to the north and south of Wedgewood, there developed a pattern of failure to yield to traffic on Wedgewood. Stop control was added on Wedgewood to increase the safety of the intersection.

The Wedgewood/Bunn intersection does not exist and is proposed to be deleted from the Code.

3. Chapter 29: Section 148(a): Public Carrier Stops, Taxicab/TNC Stands

The south side of Front Street between Center and Main was previously designated as a permanent bus stop with prohibited parking to allow space for buses to stand during passenger transfer periods. This area has been found to be inadequate and the same parking restriction was added to the north side of Front between Center and Madison to provide space for additional buses.

4. Chapter 29: Section 149: Parking

Beecher Street between East and Franklin was abandoned, the street was removed and sidewalk was constructed to better serve this portion of the IWU campus. The proposed parking changes on Beecher reflect the removal of this block of street.

The addition of a non-parking restriction on the west side of Bronco from Oakland to the south property line of 405 is the result of a business owner request. During periods of time, one of the other properties in this commercial area occasionally experiences high parking needs, which result in the blocking of access to other businesses, particularly for large delivery trucks. The request was reviewed by City Staff, a request for comment was sent to all property owners in the commercial subdivision, and the responses were analyzed. The only response received against the proposed parking restriction was from the owner generating the parking need, who requested that the proposed no parking restriction be placed on the east side instead of the west side. Staff reviewed this suggested modification, but found that it would not eliminate the blocking of access to the original requestor. Since there were no other negative responses to the proposed change, parking was restricted as requested. There have been no complaints since the change was implemented early last fall, 2017.

5. *Chapter 29: Section 153(a): Parking Spaces for Handicapped Persons on Streets, Municipally Owned Parking Lots and Private Parking Lots*

Modifications related to Section 153(a) pertain to specific requests from residents for a marked and signed public on-street Handicap Parking Stall. For the parking stalls to be added, Staff reviewed the requested location, verified that the requestor had a valid special license plate(s), a special decal or card allowing them to park in a marked and signed Handicap Parking Stall, evaluated the site to determine the safest and most efficient location, and installed the necessary markings and signage. The installed spots are reviewed by Staff periodically after implementation and modified or removed as needed. The proposed Code modifications reflect new spots added, the modification/relocation of spots previously added, and the removal of spots no longer needed.

6. *Chapter 29: Section 156.5: Altered Speed Limits*

Hershey from Empire to 500' north of Washington is mistakenly listed twice in the City Code. The proposed deletion eliminates this double listing resulting in this section only being listed once.

The Ireland Grove modification relates to the renaming of the south part of Oakland to Streid Drive.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Transportation Commission passed a motion recommending approval of the Ordinance by a vote of 6-0 on January 16, 2018. Minutes from the meeting are attached.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: Goal UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment; Goal TAQ-1 A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Philip Allyn, PE, PTOE, City Traffic Engineer
Michael Hill, Public Works Administration

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

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

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 6B ORDINANCE April 2018 Routine Traffic Changes
- 6C COMMISSION MEMO April 2018 Routine Traffic Changes
- 6D COMMISSION MINUTES April 2018 Routine Traffic Changes

ORDINANCE NO. 2018 - _____

**AN ORDINANCE AMENDING BLOOMINGTON CITY CODE CHAPTER 29
TO INCORPORATE VARIOUS ROUTINE CHANGES TO THE IN-PLACE TRAFFIC
CONTROL DEVICES AND/OR REGULATIONS**

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

SECTION 1. Bloomington City Code Chapter 29, Section 145 (a) and (d), shall be and the same is hereby amended by adding the following:

- | | | |
|-----|---|---|
| (a) | Bunn – Lincoln
Lee – Olive | |
| (d) | Granada
Northwood
Seville
Wedgewood
Wedgewood | Stops for Olive
Stops for Hedgewood
Stops for Olive
Stops for Hedgewood
Stops for Oakwood |

SECTION 2. Bloomington City Code Chapter 29, Section 145 (d), shall be and the same is hereby amended by deleting the following:

Wedgewood Stops for Bunn

SECTION 3. Bloomington City Code Chapter 29, Section 148 (a), shall be and the same is hereby amended by adding the following (additions are indicated by underlining; deletions are indicated by strikeouts):

- (a) Bus Stops from which parked vehicles may be towed under Article XXII (Sections 191-195) of this Chapter:

At All Times
Front on the north side from Center to Madison

SECTION 4. Bloomington City Code Chapter 29, Section 149, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

Beecher on the north side from Main to ~~Franklin~~ East
Beecher on the south side from ~~65' west of the west line of Franklin~~ to 20' east of the east line at Franklin

SECTION 5. Bloomington City Code Chapter 29, Section 149, shall be and the same is hereby amended by adding the following:

Bronco on the west side from Oakland to south property line of 405 Bronco

SECTION 6. Bloomington City Code Chapter 29, Section 153 (a), shall be and the same is hereby amended by adding:

Washington on the north side from 138' to 158' of the east line of Stillwell

SECTION 7. Bloomington City Code Chapter 29, Section 153 (a), shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

Washington on the north side from ~~100' to 120'~~ 53' to 73' east of the east line of Stillwell

SECTION 8. Bloomington City Code Chapter 29, Section 156.5, shall be and the same is hereby amended by deleting the following:

Hershey, Empire (Ill. Rte. 9) to 500' north of Washington - 35 m.p.h.

SECTION 9. Bloomington City Code Chapter 29, Section 156.5, shall be and the same is hereby amended to read as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

Ireland Grove, 1000' west of Hershey to ~~Oakland~~ Streid 45 m.p.h.

SECTION 10. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 11. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 12. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 13. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this 23rd day of April, 2018.

APPROVED this _____ day of April, 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

**CITY OF BLOOMINGTON
REPORT FOR THE TRANSPORTATION COMMISSION
JANUARY 16, 2018**

CASE NUMBER:	SUBJECT:	ORIGINATING FROM:
TC-2018-01	Proposed Routine Changes to Chapter 29 of the Bloomington City Code, “Motor Vehicles and Traffic”	Philip Allyn, PE, PTOE City Traffic Engineer
REQUEST:	Approval of proposed routine City of Bloomington Code modifications.	
<i>Staff has implemented the routine changes proposed, evaluated the results, and determined that it is appropriate for the modifications to become permanent.</i>		

STAFF RECOMMENDATION: Approval
<p>Staff recommends the Transportation Commission pass the following motion recommending:</p> <p style="padding-left: 40px;">A. That City Council Approve the proposed ordinance modifying Sections 145(a), 148(a), 149, 153(a), and 156.5 of Chapter 29 (Motor Vehicles and Traffic) of the Bloomington City Code.</p>

1. ATTACHMENTS:

- a. Proposed Ordinance**
- b. Supporting City Code:**
 - i. Chapter 29: Section 8:** Emergency and Experimental Regulations
 - ii. Chapter 29: Section 114(a):** Spaces for Handicapped Persons and Related Parking Provisions.
- c. Current City Code to be Modified as Shown:**
 - i. Chapter 29: Section 145(a) & (d):** Stops Signs
 - ii. Chapter 29: Section 148(a):** Public Carrier Stops, Taxicab/TNC Stands
 - iii. Chapter 29: Section 149:** Parking
 - iv. Chapter 29: Section 153(a):** Parking Spaces for Handicapped Persons on Streets, Municipally Owned Parking Lots and Private Parking Lots
 - v. Chapter 29: Section 156.5:** Altered Speed Limits

2. BACKGROUND AND SUPPLEMENTAL INFORMATION:

The Engineering Department Staff receive requests from time to time for various modifications to existing traffic regulations. In accordance with Chapter 29, Section 8, Staff contacts the petitioner, evaluates the request, contacts other potentially effected residents as needed, reviews applicable information/code/regulations, and if advantageous to the general public, incorporates a change on an Emergency and/or Experimental Basis. The modifications are reviewed by Staff several months after implementation, and either

removed, modified, or when successful results are achieved, requested to be implemented into City Code. Traffic regulation modifications installed on an Emergency and/or Experimental basis are only enforceable for 180 days unless City Code is modified with their inclusion. (See Sections 8 and 114(a).)

The following modifications are proposed by the attached Draft Resolution:

1. *Chapter 29: Section 145(a): Stop Signs*

Modifications related to Section 145(a) pertain to creating an “all-way stop” condition at two intersections. At the Bunn and Lincoln intersection, the completion of Lincoln Street between Bunn and Maple (with widening to Morrissey/ US Rte 150) resulting in changing traffic patterns and higher volumes. Initially, two-way stop control was in place with traffic stopping on Lincoln. Following the completion of the Lincoln to the east, Lincoln became the more heavily traveled street and the stop control was switched to Bunn. The intersection was ultimately changed to all-way stop control for safety reasons after drivers failed to adjust to the stop signs on the previously un-stopped Bunn. The proposed Code modifications make the all-way stop control at this intersection permanent.

Staff observed a pattern of crashes over several years at the Lee and Olive intersection. Various less-impactful remediation options were tried to reduce the crashes, but none proved successful. Following implementation of the all-way stop, crashes have been reduced and the change has been deemed successful. The proposed Code modifications make the all-way stop control at this intersection permanent.

2. *Chapter 29: Section 145(d): Stop Signs*

Modifications related to Section 145(d) pertain to posting two-way stop control at intersections. Four locations, Granada/Olive, Seville/Olive, Northwood/Hedgewood, and Wedgewood/Hedgewood are “T” intersections. While state law specifies that traffic on the non-through leg of a “T” intersection is always required to yield the right of way to traffic on the through legs, there is a high occurrence of drivers at these intersections not yielding as required. Stop signs were installed to communicate proper intersection right of way laws.

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The Wedgewood/Bunn intersection does not exist and is proposed to be deleted from the Code.

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4. *Chapter 29: Section 149: Parking*

Beecher Street between East and Franklin was abandoned, the street was removed and sidewalk was constructed to better serve this portion of the IWU campus. The proposed parking changes on Beecher reflect the removal of this block of street.

The addition of a non-parking restriction on the west side of Bronco from Oakland to the south property line of 405 is the result of a business owner request. During periods of time, one of the other properties in this commercial area occasionally experiences high parking needs, which result in the blocking of access to other businesses, particularly for large delivery trucks. The request was reviewed by City Staff, a request for comment was sent to all property owners in the commercial subdivision, and the responses were analyzed. The only response received against the proposed parking restriction was from the owner generating the parking need, who requested that the proposed no parking restriction be placed on the east side instead of the west side. Staff reviewed this suggested modification, but found that it would not eliminate the blocking of access to the original requestor. Since there was no other negative responses to the proposed change, parking was restricted as requested. There have been no complaints since the change was implemented early last fall, 2017.

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Hershey from Empire to 500' north of Washington is mistakenly listed twice in the City Code. The proposed deletion eliminates this double listing resulting in this section only being listed once.

The Ireland Grove modification relates to the renaming of the south part of Oakland to Streid Drive.

3. STAFF RECOMMENDATION:

Staff recommends the Transportation Commission pass the following motion recommending:
That City Council Approve the proposed ordinance modifying Sections 145(a), 148(a), 149, 153(a), and 156.5 of Chapter 29 (Motor Vehicles and Traffic) of the Bloomington City Code.

Respectfully submitted,

Philip Allyn, PE, PTOE
City Traffic Engineer

ORDINANCE NO. 2018-

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TO INCORPORATE VARIOUS ROUTINE CHANGES TO THE IN-PLACE TRAFFIC
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SECTION 1. Bloomington City Code Chapter 29, Section 145 (a) and (d), shall be and the same is hereby amended by adding the following:

- (a) Bunn – Lincoln
Lee – Olive

- (d) Granada Stops for Olive
Northwood Stops for Hedgewood
Seville Stops for Olive
Wedgewood Stops for Hedgewood
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At All Times

Front on the north side from Center to Madison

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Ireland Grove, 1000' west of Hershey to ~~Oakland~~ Streid 45 m.p.h.

SECTION 10. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 11. The City Clerk shall be, and she is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 12. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 13. This Ordinance shall take effect ten (10) days after passage and approval.

PASSED this _____ day of _____, 2018.

APPROVED this _____ day of _____, 2018.

APPROVED:

TARI RENNER
Mayor

ATTEST:

CHERRY L. LAWSON
CITY CLERK

DRAFT

Chapter 29 : Section 8 : Emergency and Experimental Regulations.

(a) The City Traffic Engineer or Chief of Police is hereby empowered to make regulations necessary to make effective the provisions of the traffic ordinances of this City and to make and enforce temporary or experimental regulations to cover emergencies or special conditions. No such temporary or experimental regulations shall remain in effect for more than one hundred eighty (180) days. (Ordinance No. 1984-122)

(b) The City Traffic Engineer may test traffic control devices under actual conditions of traffic.

[back to index](#)[back to top](#)

Chapter 29 : Section 114 : Spaces for Handicapped Persons and Related Parking Provisions.

(a) The City Traffic Engineer shall in his discretion designate certain on-street and off-street parking spaces in municipal parking lots as being reserved for use only by handicapped persons by posting each such parking space with an official sign which so reserves such parking space pursuant to the laws, rules and regulations which apply thereto. When these parking spaces are so signed, it shall be illegal for any person to park a vehicle in a parking space reserved in this manner for handicapped persons unless such vehicle has license plate(s) or decal or card. When not with a handicapped person, it shall be illegal for any person at any time to park any such licensed vehicle or any other vehicle with such licenses in a space designated as being reserved for handicapped persons or to use a handicapped person's decal or card to park any vehicle at any time in such a reserved space. Most of the designated parking spaces are identified in Section 153 of this Chapter. (Ordinance No. 1986-104)

(b) **Parking Spaces on Private Parking Lots.** Parking spaces on private parking lots may be reserved for use only by handicapped persons. Such spaces shall be marked for reserved use by handicapped persons by posting such parking space with a sign showing the International symbol of access for handicapped persons which so reserves each parking space. When these parking spaces are so signed, then it shall be illegal for any person to park a vehicle in a parking space reserved in this manner for handicapped persons unless such vehicle has license plate(s) indicating that the vehicle is registered to a handicapped person or a disabled veteran or unless a legal decal or card is being properly used indicating that such vehicle is then being used by a handicapped person who is qualified to have such license plate(s) or decal or card. It shall be illegal for any person to park any such licensed vehicle in a space on a private parking lot which is designated as being reserved for handicapped persons or to use a handicapped person's decal or card to park in such a reserved space when not with the handicapped person. (Ordinance No. 1998-6)

(c) The parking privileges granted by this Section are strictly limited to the person to whom the special license plate(s), special decal or card were issued and to qualified drivers of motor vehicles who are acting under his or her express direction while the handicapped person is present. (Ordinance No. 1986-104)

(d) A motor vehicle bearing license plate(s) issued to a handicapped person or to a disabled veteran or a special decal or card issued to a handicapped person or a motor vehicle registered in another jurisdiction upon which is displayed such license plate(s), a special decal or card issued by the other jurisdiction designating that the vehicle may be operated by or for a handicapped person shall be exempt when the handicapped person is present from any statute or ordinance imposing time limitations on parking, except time limitations of one-half hour or less on any street or highway zone or any parking lot or parking place which is owned, leased or owned and leased by a municipality or a municipal parking utility. All drivers and owners of such vehicles shall be subject to the laws which prohibit parking in zones in front of or near fire hydrants, driveways, public building entrances and exits, bus stops, loading areas and all other locations where parking is prohibited whether only by law(s) which prohibit parking at

specified types of locations at all times, during certain hours or times or for limited types of vehicles or also by sign(s) which prohibit such parking. Each such vehicle is also prohibited from parking when the motor vehicle constitutes a traffic hazard, and it shall be illegal for any person not to promptly move such vehicle at the instruction and request of a law enforcement officer to a legal location at the choice of the driver or to a location designated by the officer. (Ordinance No. 1986-104)

(e) Any persons or local authority owning or operating any public or private off-street parking facility in the City of Bloomington may, after notifying the Bloomington Police Department, remove or cause to be removed by towing to the nearest garage or other place of safety any vehicle parked within a space reserved for the use by handicapped persons which does not display handicapped registration plate(s) or the special decal or card as required by this Section. (Ordinance No. 1986-104)

(f) No person shall directly or indirectly permit any vehicle owned by such person to be used in any manner so as to violate any of the provisions of this Section and for the convenience of the user of this Section it is indicated that Section 191 of this Chapter is applicable to this Section. (Ordinance No. 1986-104)

(g) Any person found guilty of violating the provisions of this Section shall be fined \$250.00 in addition to any costs or charges connected with the removal, towing and/or storage of any motor vehicle authorized under this Section. (Ordinance No. 2006-19)

[back to index](#)[back to top](#)

Chapter 29 : Section 145 : Stop Signs.

In accordance with Sections 44 and 45 of this Ordinance, all vehicles traveling on the following named streets must come to a complete stop before proceeding into or across said intersections:

(a) The following intersections are declared to be all-way stops, and all vehicles must come to a complete stop before proceeding into or across said intersections:

- Allin - Washington
 - Airport - Ft. Jesse
 - Bunn - Hamilton
 - Bunn - Lafayette
 - Center - Jefferson
 - East/Albert - Olive
 - Emerson - Clinton
 - Empire - Lee
 - Evergreen - Washington
 - Front - Lee
 - Hershey - Arrowhead
 - Hershey - Clearwater
 - Hershey - College
 - Hershey - Ft. Jesse
 - Hinshaw - Locust
 - Lee - Locust
 - Lee - Market
 - Lee - Washington
 - Linden - Emerson
 - Loop Drive - Old Ireland Grove Road
 - Locust - Towanda
 - Main - Jefferson
 - Main - Monroe
 - Main - Mulberry
 - McLean - Grove
 - Mercer - Ireland Grove
 - Mercer - Lincoln
 - Mercer - Oakland
 - Mercer - Washington
 - Miller Park at: T-intersection north of Pavilion and northeast of Zoo building
 - Morris - MacArthur
 - Morris - Oakland
 - Morris - Wood
 - Prospect - Eastland
 - Washington - Morris
- (Ordinance No. 2006-131)

← ADD "Bunn - Lincoln"

← ADD "Lee - Olive"

(b) The following intersections are declared three-way stops and all vehicles must come to a complete stop before proceeding into or across said intersections:

- Eastland/K-Mart Crossover (southbound) - north Empire Frontage Road
- Fairway (southbound) - north Empire Frontage Road

Olive Stops for Morris
Pamela Stops for Towanda Barnes
Prairie Stops for Jefferson
Prairie Stops for Locust
Prairie Crossing Stops for 2100 E
Prairie Crossing Stops for Kickapoo Creek
Prospect Stops for Oakland
Royal Pointe Stops for Clearwater
Robinson Stops for Grove
Robinson Stops for Oakland
Robinson Stops for Washington
Seminary (westbound) Stops for Cottage
Springdale Stops for Breezewood
Springfield Stops for Fox Creek
Springfield Stops for Morris
State Stops for Grove
State Stops for Oakland
Trinity, Empire to Cornelius
Vale Stops for Grove
Vale Stops for Lincoln
Vale Stops for Oakland
Vale Stops for Washington
Western Stops for Locust
Western Stops for Market
Western Stops for Seminary
(Ordinance No. 2008-76)

(d) All vehicles traveling upon the following named streets must come to a complete stop before proceeding into or across the named intersections:

1050E Stops for Six Points
Access Stops for Beich
Addison Stops for Fort Jesse
Airline Stops for Eastport
Albert Stops for Grove
Allin Stops for Chestnut
Allin Stops for Front
Allin Stops for Seminary
Andover Stops for Lincoln
Anglers Lake Stops for Morrissey
Ann Stops for Airport
Arcadia Stops for Eldorado
Arcadia (southbound) Stops for Fairmont (north intersection)
Arcadia (northbound) Stops for Fairmont (south intersection)
Arcadia Stops for Ireland Grove
Arlene Stops for Lincoln
Ash Stops for Lafayette
Ashley Stops for Beich
Astoria Stops for Streid
Audie Murphy Stops for Empire
Auto Row Stops for G.E.

Bainbridge Stops for Rutherford
Baker Stops for Bunn
Baker Stops for Center
Ballyshannon Stops for Ireland Grove
Bancroft Stops for Arrowhead
Bancroft Stops for Slayton
Bardwell Stops for Springdale
Barker Stops for Miller
Barker Stops for Wood
Bayberry Stops for Washington
Bay Pointe (north) Stops for North Pointe
Bay View Stops for Ireland Grove
Baywood Stops for Towanda-Barnes
Baywood Stops for Woodbine
Beacon Circle (both intersections) Stops for North Pointe
Beacon Court Stops for North Pointe
Bear Creek Stops for Ireland Grove
Bedeker Stops for Carrington
Beechwood Stops for Maple
Beich Stops for Fox Creek
Beich Stops for Springfield
Bell Stops for Bunn
Bell Stops for Clayton
Bell Stops for Hannah
Bell Stops for Maizefield
Bell Stops for McClun
Bellemont Stops for Washington
Belvedere Stops for Kickapoo Creek
Bent Stops for Ireland Grove
Berenz Stops for Lafayette
Berenz Stops for Stewart
Berry Stops for Monticello
Berry Stops for Wisteria
Bettis Stops for Wylie
Bettis Stops for JC Parkway
Beverly Stops for Lafayette
Biasi Stops for College
Bissell Stops for Bunn
Bissell Stops for Clayton
Bissell Stops for Clinton
Bissell Stops for East
Bissell Stops for Main
Black Oak Stops for Ireland Grove
Blackstone Stops for Hinshaw
Blackstone Stops for Livingston
Blackstone Stops for Morris
Blackstone Stops for Western
Bloomington Country Club Drive Stops for Towanda
Blue Ash Stops for Fox Creek
Bohmer Stops for Streid
Bowen Stops for Dinsmore

Brad Stops for Union 76 Service Road
Bradley Stops for Rowe
Brandywine Court (east-west) Stops for Washington
Breckenridge Stops for Emerson
Breckenwood Stops for Streid
Breezewood Stops for Red Oak
Broad Creek Stops for General Electric
Brookshire Green Stops for Hershey
Brompton Stops for Hershey
Brown Stops for Washington
Buchanan Stops for Bunn
Buchanan Stops for Center
Buchanan Stops for Clayton
Buchanan Stops for Clinton
Buchanan Stops for East
Buchanan Stops for Main
Buchanan Stops for Miller
Buckeye Stops for Eldorado
Buckeye Stops for Fairmont
Bunn Stops for Springdale
Butchers Lane Stops for Alexander
Butchers Lane Stops for Morris
Cabintown Stops for Fox Creek
Cadwell Stops for Arrowhead
Calhoun Stops for Seminary
Camelot Stops for Washington
Canterbury Stops for Fairway
Canterbury Stops for Regency
Capen Stops for Broadmoor
Capen Stops for Lincoln
Caroline Stops for Washington
Castle Stops for Moore
Castle Stops for Vale
Castlebar Stops for Kickapoo Creek
Castleton Stops for Hershey
Catherine Stops for Locust
Catherine Stops for Market
Catherine Stops for Monroe
Challis Stops for Arrowhead
Challis Stops for Slayton
Chelsea Stops for Oakland
Cheshire Stops for Oakland
Chestnut Stops for Colton
Chestnut Stops for Eugene
Chestnut Stops for Hinshaw
Chestnut Stops for Lee
Chestnut Stops for Linden
Chestnut Stops for Livingston
Chestnut Stops for Madison
Chestnut Stops for McLean
Chestnut Stops for Morris

Chestnut Stops for Prairie
Chestnut Stops for Western
Chestnut Stops for White Oak
Circle (north & south) Stops for Brown
Circle Stops for Stillwell
Clayton Stops for Front
Clayton Stops for Jefferson
Clayton Stops for Market
Clayton Stops for Monroe
Clayton Stops for Oakland
Clayton Stops for Washington
Clinton Stops for Bell
Clinton Stops for Lincoln
Clinton (northbound) Stops for Oakland
Clinton Stops for Wood
Clobertin Court Stops for Four Seasons
Cloud Stops for McGregor
Cloud Stops for Vale
Conlor Stops for Springdale
Cooper Stops for Heartland
Cottage Stops for Forrest
Cottage Stops for Graham
Cottage Stops for Martin Luther King Dr.
Cottage Stops for Perry
Cottonwood Stops for Lafayette
Country Club Stops for Towanda
Country Stops for Morningside
Country Lane Stops for Oakland
Coventry Court Stops for Broadmoor
Coventry Stops Country
Creamery Stops for Harvest Pointe
Crimson Stops for General Electric
Crimson Stops for Wisteria
Crista Ann Stops for Ireland Grove
Crown Stops for Lincoln
Croxtton Stops for Bunn
Croxtton Stops for Hannah
Croxtton Stops for McGregor
Croxtton Stops for Vale
Crystal Stops for Lafayette
Crystal Stops for Oakland
Cumbria Stops for Old Farm
Currency Stops for Commerce
Dallas Stops for Clearwater
Danbury Stops for Cabintown
Darrah Stops for Western
Davis Stops for Monroe
Davis Stops for Washington
Dawes Stops for Linden
Dean Stops for King
Dee Farm Stops for Harvest Pointe

DeGarmo Stops for Gailey
DeGarmo Stops for Stone Mountain
Delmar Stops for Fairway
Derby (East) Stops for Baywood
Derby (West) Stops for Baywood
Devonshire Stops for Washington
Division Stops for Adelaide
Division Stops for Center
Division Stops for Main
Division Stops for University
Dodge Stops for Broadmoor
Dodge Stops for Country
Dodge Stops for Hershey
Dogwood Stops for Arrowhead
Dogwood Stops for Mt. Vernon
Douglas Stops for Evans
Dover Stops for Gloucester
Dover Stops for Ireland Grove
Dry Sage Stops for Harvest Pointe
Eagle Creek Stops for Airport
Eagle Crest Stops for Airport
East Stops for Beecher
East Stops for Chestnut
East Stops for Emerson
East Stops for Empire
East Stops for Lafayette
East Stops for Locust
East Stops for MacArthur
East Stops for Oakland
East Stops for Stewart
East Stops for Walnut
Eastgate Stops for Mercer
Eastholme Stops for Emerson
Eastholme Stops for Empire
Eastholme Stops for Marion
Eastport Stops for Clearwater
Ebach Stops for Emerson
Eddy Stops for Oakland
Eddy Stops for White Eagle
Ekstam Stops for Pamela
Eldorado Stops for Lincoln
Eldorado Stops for Oakland
Eldorado Stops for Prospect
Eldorado (relocated) Stops for Prospect
Eisenhower Stops for Jersey
Elder Stops for Walnut
Elm Stops for Bunn
Elm Stops for Center
Elm Stops for Lee
Elm Stops for Livingston
Elm Stops for Miller

Elm Stops for Morris
Elmwood Stops for Colton
Emerald Crest Stops for Crooked Creek
Empire Stops for Livingston
Empire Stops for Mason
Empire Stops for Morris
Empire Stops for Western
Empire Service Road (north) Crossover Stops for Eastland and K-Mart
Empire Service Road (north) Stops for Fairway
Empire Service Road (north) Stops for Towanda Service Road
Empire Service Road (south) Crossover Stops for Eastland and K-Mart
Empire Service Road (south) Stops for Fairway
Erickson Stops for Indiana
Ethell Stops for Emerson
Essington Stops for Binghamton
Essington Stops for Carrington
Eugene Stops for Locust
Eugene Stops for Walnut
Evans Stops for Chestnut
Evans Stops for Empire
Evans Stops for Graham
Evans Stops for Lincoln
Evans Stops for Locust
Evans Stops for Oakland
Evans Stops for University
Evans Stops for Walnut
Ewing Stops for Seminary
Ewing Park exit Stops for Ethell
Fedor (East) Stops for Six Points
Fedor (West) Stops for Six Points
Fell Stops for Emerson
Felton Stops for Robinson
Ferryman Stops for Kickapoo Creek
Fiddlestix Stops for Crooked Creek
Fifer Stops for Market
Finlen Stops for Kickapoo Creek
Fleetwood Stops for Towanda
Flag Tree Stops for Crooked Creek
Florence Stops for Jackson
Florence Stops for Taylor
Folson Stops for Morris
Forest Park Road (north entrance) Stops for Tanner
Forrest Stops for Morris
Forrest Stops for Western
Fountain Lake Stops for Old Farm
Four Seasons (southbound) Stops for Four Seasons (Relocated)
Four Seasons Stops for Lincoln
Francesco Stops for Kickapoo Creek
Fremont Stops for Bunn
Fremont Stops for Clayton
Fremont Stops for Clinton

- Front Stops for McClun
- Front Stops for Robinson
- Front Stops for State
- Front Stops for Western
- Fuller Stops for Beich
- Gabby Stops for Ark
- Gailey Stops for Stevenson
- Gailey Stops for Radbourne
- Garfield Stops for Bradley
- Garfield Stops for Northway
- Garling Stops for Vale
- Gas Stops for Washington
- Gerig Stops for Haeffele
- Gettysburg Stops for Arrowhead
- Gill Stops for Airport
- Gina Stops for Norma
- Ginger Creek Stops for Washington
- Glasson Stops for Ireland Grove
- Glenbridge Stops for Ireland Grove
- Glenwood Stops for Arrowhead
- Gloucester Stops for Hershey
- Golden Stops for Vale
- Goldenrod Stops for Laesch
- Goose Creek Stops for Morris
- Graham Stops for Fell
- Graham Stops for Hinshaw
- Graham Stops for Livingston
- Graham Stops for Madison
- Graham Stops for Mason
- Graham Stops for McLean
- Graham Stops for Morris
- Graham Stops for Oak
- Graham Stops for Park
- Graham Stops for Roosevelt
- Graham Stops for Western
- Graham Stops for White Oak
- Grandview Stops for Hershey
- Grandview Stops for Prospect
- Gray Stops for Lee
- Greenleaf Stops for Washington
- Greenwood Stops for Hamilton
- Greenwood (Southbound) Stops for Heidlott
- Greenwood Stops for Morris
- Greyhound Stops for Hamilton
- Gridley Stops for Market
- Gridley Stops for Washington
- Grove Stops for Euclid
- Grove Stops for Lumber
- Grove Stops for Western
- Guido Stops for Oakland
- Gunderson Stops for Carrington

ADD "Granada Stops for Olive"



Hall Stops for Prospect
Haney Stops for Morris
Harbord Stops for Meadows
Harbord Stops for Maizefield (north intersection)
Harbor Pointe (north and south intersection) Stops for North Pointe
Hardman Stops for Lafayette
Harvest Stops for Old Farm
Harwood Stops for Taylor
Hayloft Stops for Old Farm
Hedgewood Stops for College
Heidloff Stops for Greenwood
Helen Stops for Norma
Herbert Stops for Mercer
High (northbound) Stops for Lafayette
Hillside Stops for Delmar
Hillside Stops for Radliff
Hilltop Mobile Home driveways Stops for Bunn
Hinshaw Stops for Butchers Lane
Hinshaw (northbound) Stops for Market
Hinshaw Stops for Miller
Hinshaw Stops for Wood
Holiday Stops for Mt. Vernon
Horenberger (northbound) Stops for Emerson
Horenberger (southbound) Stops for Beecher
Hoyt Stops for South Market Service Road
Humanity Stops for Stockholm
Huntington Stops for Airport
IAA Service Drive Stops for IAA
Illinois Stops for Erickson
Illinois Stops for Euclid
Imperial Stops for Towanda
Independence (west intersection) Stops for Wellington
Indiana Stops for Euclid
Indianapolis Stops for Croxton
Inglewood Stops for Fox Creek
Inglewood Stops for G.E. Road
Interlocken Stops for Eagle Crest
Inverness Stops for Emerson
Iowa Stops for Erickson
Iowa Stops for Euclid
Ireland Grove Stops for Brickyard
Jackson Stops for Allin
Jackson Stops for Clayton
Jackson Stops for Clinton
Jackson Stops for Denver
Jackson Stops for East
Jackson Stops for Evans
Jackson Stops for Gridley
Jackson Stops for Kreitzer
Jackson Stops for Livingston
Jackson Stops for Mason

Jackson Stops for McClun
Jackson Stops for Mercer
Jackson Stops for Morris
Jackson Stops for State
Jackson Stops for Vale
Jefferson Stops for Allin
Jefferson Stops for Colton
Jefferson Stops for Davis
Jefferson Stops for Perrin
Jefferson Stops for Towanda
Joseph Stops for Brigham
Julie Stops for Lafayette
Julie Stops for Lincoln
Juniper Stops for Six Points
Juniper Stops for Woodhavens
Kaisner Stops for Ft. Jesse
Keaton Stops for G.E. Road
Kell Stops for Ireland Grove
Kelsey Stops for Center
Kelsey Stops for East
Kelsey (eastbound) Stops for Franklin
Kelsey Stops for Main
Kelsey Stops for Roosevelt
Kenneth Stops for Clearwater
Kentucky Alley Stops for Center
Kentucky Alley Stops for Main
Keybridge Stops for Ireland Grove
Knollbrook Stops for Fox Creek
Koch Stops for Bissell
Koch (northbound) Stops for Lincoln
Koch Stops for Stewart
Kreitzer Stops for Cloud
Kurt Stops for IAA
Kurt Stops for Towanda
Lake Stops for Springfield
Lake Stops for Summitt
Lake (southbound) Stops for Tanner
Lake Fork Stops for Morris
Lake Ridge Stops for Fox Creek
Lake Shore Stops for Ft. Jesse
Lake Shore (both intersections) Stops for North Pointe
Lake Trail Stops for Martin Luther King Drive
Lamon Stops for Gettysburg
Lamon Stops for Hershey
Leadville Stops for Springdale
Lee Stops for MacArthur
Lee Stops for Wood
Leland Stops for Oakland
Leland Stops for Taylor
Leslie Stops for Pamela
Lincoln Stops for Center

Lincoln Stops for Madison
Linden Stops for Woodruff
Linwood Stops for Lafayette
Lisa Stops for Airport
Livingston Stops for MacArthur
Livingston Stops for Market
Livingston Stops for Miller
Livingston Stops for Oakland
Livingston Stops for Wood
Lone Oak Stops for Binghamton
Lone Oak Stops for Carrington
Longden Stops for Hollycrest
Longden Stops for Six Points
Longfield Stops for Kickapoo Creek
Longwood Stops for Woodbine
Longwood Stops for Armstrong
Low Stops for MacArthur
Low Stops for Miller
Low (Southbound) Stops for Taylor
Low Stops for Wood
Lumber Stops for Locust
Lumber Stops for Oakland
Lumber Stops for Olive
Lyon Stops for Brock
MacArthur Stops for Bunn
MacArthur Stops for Livingston
Madison Stops for Bissell
Madison Stops for Chestnut
Madison Stops for Empire
Madison Stops for Locust
Madison Stops for MacArthur
Madison Stops for Miller
Madison Stops for Olive
Madison Stops for Stewart
Madison Stops for Wood
Magoun Stops for Olive
Maizefield Stops for McGregor
Maizefield (north intersection) Stops for Meadows
Maizefield (south) Stops for Harbord
Maloney Stops for Williamsburg
Maloney Stops for Prospect
Manor Circle Stops for Hershey
Maple Stops for Bell
Marion Stops for Colton
Marion Stops for Linden
Marion Stops for State
Market Stops for Evans
Mary Ellen Way Stops for Emerson
Marzel Stops for Mercer
Mason Stops for Bissell
Mason Stops for Chestnut

Mason (northbound) Stops for Division
Mason Stops for Front
Mason Stops for Grove
Mason Stops for Jefferson
Mason Stops for Locust
Mason Stops for MacArthur
Mason Stops for Market
Mason Stops for Mill
Mason Stops for Miller
Mason Stops for Monroe
Mason Stops for Oakland
Mason Stops for Olive
Mason Stops for Seminary
Mason Stops for Washington
Mason Stops for Wood
Mayflower Stops for Pierce
Mays Stops for Towanda
Maysel Stops for Four Seasons
McGraw Stops for Eldorado
McKay Stops for Six Points
McLean Stops for University
McNiff Stops for Streid
Meadowbrook Stops for Magnolia
Mecherle Stops for Delmar
Mecherle Stops for Radliff
Mercer Stops for Ireland Grove
Mid America Stops for Main
Mill Stops for Allin
Mill Stops for Evans
Mill Stops for Gridley
Mill Stops for Madison
Mill Stops for McLean
Mill Stops for Morris
Mill Stops for Roosevelt
Mill Creek Stops for Clearwater
Miller Stops for Bunn
Miller Stops for Center
Miller Stops for Clayton
Miller Stops for Clinton
Miller Stops for East
Miller Stops for north-south drive in Irvin Apts.
Miller (eastbound) Stops for Lee
Miller Stops for Main
Miller Stops for Summit
Miller Stops for Wright
Miller Park - east entrance/exit Stops for Summit
Mirium Stops for Airport
Mission Stops for Gridley
Mission Stops for MacArthur
Mockingbird Stops for Hershey
Mockingbird Stops for Morningside

Monroe Stops for Colton
Monroe Stops for Hinshaw
Moore Stops for Grove
Moore Stops for Jackson
Moore Stops for Oakland
Moore Stops for Washington
Morningside Stops for Broadmoor
Morningside Stops for Hershey
Morris Stops for Locust
Mt. Vernon Stops for Arrowhead
Mulberry Stops for Allin
Mulberry Stops for Catherine
Mulberry Stops for Center
Mulberry Stops for Evans
Mulberry Stops for Hinshaw
Mulberry Stops for Mason
Mulberry Stops for Morris
Mulberry Stops for Roosevelt
Mulberry Stops for Western
Mulberry Stops for White Oak
Niccolls Stops for East
Niccolls Stops for Main
Niccolls Stops for Wright
Northcrest Stops for North Country Club Place
Northport Stops for Empire
Northway Stops for Rowe
Norton Stops for Rave
Norton Stops for Watertown
Oak Stops for Bissell
Oak Stops for Chestnut
Oak Stops for Empire
Oak Stops for Jackson
Oak Stops for Locust
Oak Stops for MacArthur
Oak Stops for Mill
Oak Stops for Miller
Oak Stops for Mulberry
Oak Stops for Seminary
Oak Stops for Taylor
Oak Stops for Washington
Oak Stops for Wood
Oakbrook Stops for Clearwater
Oak Creek Plaza Stop for Tracy
Oak Park Stops for Martin Luther King Drive
O'Connell Stops for Croxton
O'Connell Stops for Maizefield
O'Hara Stops for Mason
Old Farm Road Stops for Oakland
Old Jamestown Stops for Airport Road
Olive Stops for Allin
Olive Stops for Center

← ADD "Northwood Stops for Hedgewood"

Olive Stops for Clayton
Olive Stops for Clinton
Olive Stops for Denver
Olive Stops for Evans
Olive Stops for Gridley
Olive Stops for Lee
Olive Stops for McClun
Olive Stops for McLean
Olive Stops for Mercer
Olive Stops for Robinson
Olive Stops for State
Orchard Stops for Wildwood
Owens Stops for Vale
Pacific Stops for Vermont/Reading
Packard Stops for Magoun
Packard Stops for Oakland
Packard Stops for Olive
Pancake Stops for Miller
Park Stops for Empire
Park Stops fir Walnut
Park Place Stops for Martin Luther King, Jr.
Park Ridge Stops for Ft. Jesse
Parkshores Stops for Martin Luther King, Jr.
Parkshores Stops for Cottage
Parmon Stops for Benjamin
Parmon Stops for Lincoln
Parmon Stops for Pierce
Partner Stops for Miller
Peach Stops for Dogwood
Pebblebrook Stops for Fox Creek
Perrin Stops for Country Club
Perrin Stops for Washington
Perry Stops for Hinshaw
Perry Stops for Livingston
Perry Stops for Morris
Perry - (northwest corner) Stops for Western
Pheasant Run Stops for Broadmoor
Piney Run Stops for Carrington
Phoenix Stops for Fell
Pierce Stops for Mercer
Pinehurst Stops for Arrowhead
Powell Stops for Stone Mountain
Prairie Stops for Empire
Prairie Stops for Jackson
Prairie (northbound) Stops for Olive
Prenzler Stops for Eddy
Providence Stops for Airport
Pump House Stops Harvest Pointe
Radliff Stops for Fairway
Radliff Stops for Robinhood
Radliff Stops for Rowe

Rainbow Stops for Hershey
Rathmore Stops for Francesco
Rave Stops for Townda-Barnes
Red Autumn Stops for Harvest Pointe
Red Oak Stops for Springdale
Reeves (northbound) Stops for Olive
Revenue Stops for Mitsubishi
Rexel Stops for Ft. Jesse
Ridge Creek Stops for Fox Creek
Ridge Crest Stops for Airport
Ridge Road Stops for Hershey
Ridge Road Stops for Prospect
Riverwoods Stops for Lay
Robert Stops for Brigham
Robinhood Stops for Fairway
Robinhood Stops for Towanda
Robinson Stops for Jefferson
Robinson Stops for Locust
Rocky Ford Stops for Morris
Rosney Stops for Emerson
Rosney Stops for Marion
Roosevelt Stops for Chestnut
Roosevelt Stops for Empire
Roosevelt Stops for MacArthur
Roosevelt Stops for Olive
Roosevelt Stops for Stewart
Ross Stops for Four Seasons
Rowe Stops for Delmar
Rowe Stops for IAA
Rowe Stops for Towanda
Rocksbury Stops for Binghamton
Royal Stops for Airport
Rust Stops for Regency
Rust Stops for Washington
Ruth Stops for Washington
Rutledge Stops for Arrowhead
Salem Stops for Mt. Vernon
Sandburg Stops for Arrowhead
Savanna Stops for Fox Creek
Savanna Stops for Grey Fox
Scogin Creek Stops for Ridge Creek
Scarborough Stops for Binghamton
Scarborough Stops for Carrington
Scott Stops for Mason
Scott Stops for Oak
Seminary Stops for Roosevelt
Sesame Stops for Washington
Shaumessey Stops for Ireland Grove
Sheridan (westbound) Stops for Stillwell
Sherman Stops for Seminary
Shorewood Stops for North Pointe

ADD "Seville Stops for Olive"

Silverton Stops for Six Points
Six Points Stops for Morris
Slayton Stops for Eastport
Smokey Stops for Airport
Springdale Stops for Breezewood
Staghorne Stops 2100 E
Starlight Stops for Clearwater
State Stops for Emerson
State Stops for Locust
Stephanie Stops for Longwood
Stern Stops for Prospect
Stewart Stops for Center
Stillwell Stops for Market
Stillwell Stops for Washington
Stockholm Stops for Miller
Stockholm Stops for Oakland
Stockholm, eastbound Stops for Stockholm, north-south section
Stonehedges Stops for Fox Creek
Stone Mill Stops for Harvest Pointe
Stonehouse Stops for Harvest Pointe
Stone Mountain Stops for College
Stone Mountain Stops for Radbourne
Stortz Stops for Empire
Stratford Stops for Broadmoor
Strawgrass Stops for Harvest Pointe
St. Joseph Stops for Eastland
Summerview Stops for Valley Brook
Summit Stops for Lake
Summit Stops for MacArthur
Summit Stops for Wood
Sunset (east & west) Stops for Emerson
Sunshine Stops for Clearwater
Swan Lake Stops for Old Farm
Sweetbriar Stops for Butcher
Szarek Stops for Six Points
Tanner Stops for Morris
Tanner Stops for Springfield
Taylor Stops for Allin
Taylor Stops for Clayton
Taylor Stops for Denver
Taylor Stops for Evans
Taylor Stops for Gridley
Taylor Stops for Kreitzer
Taylor Stops for Mason
Taylor Stops for McClun
Taylor Stops for McLean
Taylor Stops for Mercer
Taylor Stops for Moore
Taylor Stops for Morris
Taylor Stops for Robinson
Taylor Stops for State

- Taylor Stops for Vale
- Thornwood Stops for Airport
- Teal Stops for Old Farm
- Tiehack Stops for Jumer
- Timberwolf Stops for Scottsdale
- Tipton Stops for Caroline
- Towanda Service Road (southbound) Stops for Empire Service Road (north)
- Towanda Service Road Stops for Empire
- Townley Stops for Arrowhead
- Todd Stops for Gettysburg
- Tullamore Stops for Ireland Grove
- Union Stops for Oak
- University Stops for Clinton
- University Stops for Park
- University Stops for Whites Place
- Valley Brook Stops for Ft. Jesse
- Valley View Stops for Wylie
- Van Schoick Stops for Springfield
- Ventor/Boardwalk Stops for Park Place
- Vic Stops for Towanda-Barnes Road
- Vic Stops for Detroit
- Vladimir Stops for Rainbow
- Wall Stops for Lee
- Wall Stops for Madison
- Walnut Stops for Colton
- Walnut Stops for Hinshaw
- Walnut Stops for Livingston
- Walnut Stops for Madison
- Walnut Stops for Mason
- Walnut Stops for McLean
- Walnut Stops for Morris
- Walnut Stops for Oak
- Walnut Stops for Prairie
- Walnut Stops for Roosevelt
- Walnut Stops for Western
- Waterford Estates Stops for Oakland
- Watford Stops for Oakland
- Weathervane Stops for Old Farm
- ~~Wedgewood Stops for Bunn~~
- Wedgewood Stops for Foxtail
- Weldon Stops for Oakland
- Weldon (northbound) Stops for Olive
- Wellington Stops for Hershey
- Western Stops for MacArthur
- Western Stops for Mill
- Western Stops for Miller
- Western Stops for Oakland
- Western Stops for Olive
- Western Stops for Taylor
- Western Stops for Washington
- Westgate Stops for Interstate

← DELETE "Wedgewood Stops for Bunn"

← ADD "Wedgewood Stops for Hedgewood"
ADD "Wedgewood Stops for Oakwood"

Westport Stops for Eastport
White Eagle Stops for Streid
White Stone Stops for Springdale
Whites Place Stops for Emerson
Whites Place Stops for Empire
Wildflower Stops for Laesch
Wildwood Stops for Holiday
Wildwood Stops for Mt. Vernon
Willard Stops for Jackson
Willard Stops for Taylor
Williamsburg Stops for Eastland
Williamsburg Stops for Washington
Willow Creek Stops for 2100 E
Wilson Stops for Lafayette
Windham Hills Stops for General Electric
Windmill Stops for Old Farm
Wine Way Stops for Norma
Wisteria Stops for Airport
Witten Woods Stops for Morris
Wood Stops for Bunn
Wood Stops for Clayton
Woodbine Stops for General Electric
Woodbridge (northbound) Stops for Lincoln
Woodbury Stops for Miller
Woodfield Stops for College
Woodhavens Stops for Persimmon
Woodhavens Stops for Six Points
Wright Stops for Lincoln
Wright Stops for Stewart
Wright Stops for Wood
Yorktown Stops for Hershey
(Ordinance No. 2015-25)

(e) All vehicles traveling upon the following streets must yield the right-of-way as provided in this Ordinance before passing into or across the said intersections as provided in Section 43:

Allin - northbound Yields for Front
Amber Yields for Hillsboro
Amber Yields for Interlocken
Anabelle Yields for Escalade
Bainbridge Yields for Rocksbury
Bandecon (west intersection) Yields for Clearwater
Bandecon (east intersection) Yields for Clearwater
Bay Point (south intersection) Yields for North Pointe
Bear Creek Yields for Crossgate
Beyer Yields for Hinshaw
Blarney Stone Yields for Fox Ridge
Blarney Stone (northbound) Yields for Huntington
Boardwalk (eastbound) Yields for Park Place
Brennan Yields for Crimson

Chapter 29 : Section 148 : Public Carrier Stops, Taxicab/TNC Stands.

In accordance with Section 116 of this Ordinance and when properly sign posted, the following areas are hereby declared to be public carrier stops or taxicab stands:

(a) Bus Stops from which parked vehicles may be towed under Article XXII (Sections 191-195) of this Chapter:

At All Times

← **Front on the north side from Center to Madison**

Front on the south side from Center to Main
Main, on the east side, from 180' to 250' south of the south line of Empire
Washington on the north side from Main to Center (Ordinance No. 2003-120)

3:00 a.m. - 10:00 p.m.

Front Street on the south side Madison to Center
(Ordinance No. 2003-120)

Weekdays -- 6:00 a.m. - 6:00 p.m.

Colton, on the west side, from Walnut to a point 60' south
(Ordinance No. 2004-39)

Weekdays -- 8:00 a.m. - 1:00 p.m.

Lee on the east side from 30' to 125' south of the south line of Washington
(Ordinance No. 2005-35)

Weekdays -- 8:00 a.m. - 5:00 p.m.

Washington on the south side from 30' to 95' east of the east line of Lee
(Ordinance No. 2005-35)

(b) Taxicab Stands: (Ordinance No. 2001-77)

(c) Shuttle Bus Stops:

Jefferson, on the south side, from 47' to 70' west of the west line of East

Thursday, Friday, Saturday, and Sunday -- 10:00 p.m. - 3:00 a.m.

Main, on the east side, from Market to Mulberry
(Ordinance No. 2017-87)

[back to index](#) [back to top](#)

Chapter 29 : Section 149 : Parking.

Prohibited at all times on certain streets. In accordance with Section 125 and when signs are erected giving notice thereof, no person shall at any time park a vehicle upon any of the following described streets or parts of streets:

Airport on both sides from Empire to north corporate limits

Albert on both sides from Olive to Grove

Alley (north-south) bounded by Center, Stewart, Madison and east-west alley on both sides

Alley (east-west) bounded by Chestnut, Walnut, Clinton & north-south alley

Alley (north-south) bounded by Clinton, Empire, Evans & Chestnut on both sides

Alley (east-west) on both sides from 400 S. Madison to the east end

Alley (east-west) on both sides bounded by Olive, Erickson, Illinois and Euclid

Alley (east-west) bounded by Hinshaw, Chestnut, Livingston, Locust on both sides

Alley (east-west) bounded by Locust, Western, Mulberry and Hinshaw on the north side

adjacent to Western Avenue Community Center building

Alley (east-west) bounded by Hannah, Oakland, Maple and Bell

Alley (north-south) bounded by Fell, University, Clinton & Emerson on both sides

Alley (east-west & north-south) north of Emerson between White Pl. & Clinton Blvd.

except 2 spaces on east side at north end of alley

Alley (east-west) north of Miller - between Barker and Livingston, on both sides

Alley (east-west) bounded by Hinshaw, Miller, Barker & Wood on both sides

Alley (east-west) bounded by Morris, Olive, Western and Grove on both sides

Alley (east-west) bounded by Western, Olive, Grove, west end on both sides

Alley (north-south) between Charles and James

Alley (north-south) bounded by East, Graham, Prairie and Empire on the west side from

Graham to 100' south

Alley immediately east of East from Market to Douglas

Alley (north-south) between East, Locust, Prairie and Mulberry on the west side

Alley (north-south) bounded by Locust, Evans, Chestnut & Clinton on the east side from the

east-west alley south to Locust

Alley (north-south) bounded by Main, Chestnut, Locust and East on both sides

Alley (north-south) bounded by Main, Jefferson, Center and Monroe on both sides

Alley (north-south) bounded by Oak, Hickory, Koch and Bissell on the west side

Allin on the east side from Jefferson to a point 120' north

Allin on the east side from Front to Norfolk & Western Railroad

Allin on the east side from Seminary to a point 60' north of Seminary

Allin on the east side from 80' north to 100' south of Taylor

Allin on the west side from Division to Seminary

Allin on the west side from Wood to Walnut

Anglers Lake on both sides from Morrissey to east end

Arcadia on both sides from Eldorado to Fairmont south

Arcadia on both sides from Lincoln to Ireland Grove

Arcadia on the east side from Fairmont south to Lincoln

Arcadia on the west side from Lincoln to 280' north

Arcadia on the west side from 10' north to 10' south of the driveway to 2714

McGraw

Ash on both sides from Lafayette to Baker

Auto Row Drive on both sides from G.E. Road to north end

Baker, on the south side, from Evans to 60' west

Baker on the south side from Main to Center

Barker on the east side from 80' to 130' south of south line at Miller

Beecher on the north side from East to McLean

Beecher on the north side from Main to Franklin ← **AMEND "...Main to Franklin" to "...Main to East"**

Beecher on the south side from 70' west of the west line of East to 80' east of the east line of East

Beecher on the south side from ~~65' west of the west line of Franklin~~ to 20' east of the east line at Franklin ← **AMEND/DELETE "65' west of"**

Beecher on the south side from 220' to 280' east of Main

Beich on the west side from Beich Candy Plant drive to a point 600' south

Beich on both sides from Springfield to Beich (north-south)

Bell on the north side from Hannah to 60' east

Bell on the north side from Hannah to 50' west

Bell on the north side from Maple to Maizefield

Bell on the north side from McClun to 50' east

Bell on the south side from Indianapolis to Maple

Bettis on both sides JC Parkway to Wylie

Biasi on both sides from College to a point 125' south

Bissell on the north side from Low to East

Bissell on the south side from 160' to 210' west of the west line of Koch

Bissell on the south side from Center to a point 50' west

Bradley on the east side from Riley to Rowe

Briarwood on the east side from Dawes to north corporate limits

Brickyard on both sides from Ireland Grove Road to north end

Brigham School Road on the north side from the crosswalk west of Joseph to a point 30' east

Brigham School Road on the south side from Joseph to a point 30' west of crosswalk

Brigham School Road on both sides from Main to Robert

Broadmoor on the east side from Oakland to Lincoln

Brock on the north side from Market to a point 200' west

Brock on the south side from Market to a point 650' west

Brock on the west side from General Telephone Company's drive to a point 75' north ← **ADD "Bronco on the west side from Oakland to south property line of 405 Bronco"**

Buchanan on the south side between Center and East

Buckeye on the north side from 300' east of Eldorado to Fairmont

Bunn on the east side from Oakland to 250' south

Bunn on the west side from Buchanan to Lincoln

Butcher's Lane on both sides from Alexander to Cornflower

Cabintown on both sides to and including the cul-de-sac exception on the west side from the cul-de-sac to a point 385' south

Calhoun on the east side from Seminary to the Dead End

Canterbury on both sides from Fairway to 400' west

Caroline on both sides from Market to Washington

Castleton on both sides from Hershey to a point 250' east

Catherine on the west side from 20' north to 20' south of the public alley between Mulberry and Locust

Chapter 29 : Section 153 : Parking Spaces for Handicapped Persons on Streets, Municipally Owned Parking Lots and Private Parking Lots.

The provisions of Section 114 of this Chapter relating to parking with special license plates, a decal or card apply to the use of the following parking spaces as well as other spaces which comply with the provisions of Section 114. The listed parking spaces are hereby recognized and approved as having been properly designated and reserved for the use of handicapped persons and as having been inspected and approved for enforcement on private property by representatives of the City including specifically the Bloomington Police Department.

(a) On-Street Parking Spaces:

- Allin on the east side 40' to 60' south of Walnut
- Baker on the south side in front of 303 E. Baker
- Baker on the south side in front of 307 E. Baker
- Beecher on the south side from 40' to 60' west of the west line of East
- Beecher on the south side from 60' to 80' west of the west line of Franklin
- Beecher on the south side from 105' to 125' west of the west line of Park
- Bell on the north side from 50' to 95' east of the east line of Clinton
- Catherine on the west side in front of 504 Catherine
- Center on the east side from 87' to 107' north of Mulberry
- Center on the east side from 20' to 40' north of the north line of Washington
- Center on the east side from 20' to 60' north of the north line of Market
- Center on the west side from 90' to 110' north of the north line of Washington
- Chestnut on the north side in front of 412 E. Chestnut
- Chestnut on the south side from 130' to 150', west of the west line of East
- Chestnut on the south side from 30' to 50' west of Main
- Clayton on the west side adjacent to 611 E. Front
- College on the west side from 110' to 130' south of the south line of Scott
- Colton on the east side - 3 spaces adjacent to stadium entrance
- Douglas on the south side from 20' to 44' east of East
- Douglas on the south side in front of 805 East Douglas
- East on the west side in front of 1409 South East
- East on the east side from 20' to 40' south of the south line of University
- Eisenhower on the east side across the street from 209 Eisenhower
- Eisenhower on the east side from 256' to 276' south of Jersey
- Elmwood on the north side in front of 1210 Elmwood
- Evans on the east side from 42' to 62' south of the south line of Mill
- Evans on the east side from 30' to 70' south of the south line of Oakland
- Folsom on the north side in front of 1019 W. Folsom
- Franklin on the west side from 30' to 50' north of the north line of Emerson
- Grove on the north side in front of 817 W. Grove
- Grove on the north side in front of 925 W. Grove
- Grove on the south side in front of 534 W. Grove
- Grove on the south side from 29' to 54' west of the west line of Albert
- Grove on the south side in front of 817 E. Grove
- Grove on the south side in front of 906 W. Grove
- Jackson on the north side from 30' to 50' east of the east line of East
- Jackson on the south side in front of 808 W. Jackson
- Jefferson on the north side in front of 514 E. Jefferson

Jefferson on the north side in front of 818 1/2 E. Jefferson
Jefferson on the north side in front of 917 W. Jefferson
Jefferson on the north side from 20' to 60' west of the west line of Roosevelt
Jefferson on the south side from 180' to 200' east of the east line of Clinton
Jefferson on the south side from 4' to 24' east of the drive to 824 W. Jefferson
Lee on the east side from 28' to 48' north of the north line of Front
Lee on the east side from 20' to 40' north of the north line of Mill
Lee on the east side in front of 609 N. Lee
Lee on the east side in front of 522 S. Lee
Madison on the west side in front of 1011 South Madison
Madison on the east side from 30' to 70' south of south line at Oakland
Main on the east side, the first diagonal parking space south of Jefferson
Main on the east side from 30' to 50' south of the south line of Market
Main on the west side from 20' to 40' north of the north line of Union
Main on the west side from 32' to 52' south of the south line of Washington
Main on the west side in the first diagonal space south of Mulberry
Market on the north side from 65' to 85' west of East
Market on the south side from 20' to 80' east of the east line of Center
Market on the south side in front of 819 East Market
Market on the south side in front of 821 E. Market
Mason in the cul-de-sac at south end south of Division
Mason on the east side from 30' to 50' south of the south line of Jefferson
Mason on the east side from 87' to 107' south of Locust
Mason on the west side from 20' to 40' south of Wood
Mason on the west side from 50' to 70' north of MacArthur
McLean on the east side in front of 705 N. McLean
Mill on the south side in front of 404 W. Mill
Mill on the north side in front of 811 W. Mill
Monroe on the north side in front of 801 W. Monroe
Monroe on the north side in front of 807 W. Monroe
Monroe on the north side from 20' to 40' west of the west line of Roosevelt
Monroe on the north side from 21' to 41' west of the west right of way line of Center
Monroe on the south side from 30' to 50' east of the east line of East
Monroe on the south side from 140' to 180' west of the west line of Clinton
Monroe on the south side from 30' to 50' east of Main
Monroe on the south side in front of 603 East Monroe
Oak on the east side from 160' to 180' north of Jefferson
Oak on the east side in front of 1223 N. Oak
Oak on the east side adjacent to 508 W. Elm
Olive on the north side in front of 812 1/2 E. Olive
Olive on the north side in front of 1008 E. Olive
Packard on the north side in front of 107 W. Packard
Park on the west side from 30' to 50' north of the north line of Graham
Park on the east side from 70' to 90' south of the south line of Phoenix
Roosevelt on the west side from 30' to 70' north of the north line of Jefferson
Scott on the north side in front of 1101 N. Roosevelt
Scott on the north side from 20' to 60' west of the west line of Main
Stewart on the north side, across from 103 E. Stewart
Tracy on the east side in front of 2004 Tracy
University on the north side from 30' to 50' east of the east line of Park Walnut on

the north side

- from 30' to 50' east of the east line of Livingston
- University on the south side from 30' to 50' west of the west line of East
- Walnut on the south side from 20' to 40' east of the east line of Hinshaw
- Walnut on the south side from 55' to 75' east of the east line of Lee
- Walnut on the south side in front of 406 N. Walnut
- Walnut on the south side in front of 1404 W. Washington
- Walnut on the south side from 70' to 90' east of the east line of McLean
- Washington on the south side from 20' to 40' west of the west right-of-way line of
- East

Washington on the north side from 20' to 40' west of the west right-of-way line of Madison

AMEND "...100' to 120'..." to "...53' to 73'..."

Washington on the north side from 100' to 120' east of the east line of Stillwell

Washington on the south side from 20' to 40' east of the east line of Roosevelt

Washington on the south side from 30' to 70' west of the west line of Lee

Washington on the south side in front of 908 W. Washington
(Ordinance No. 2017-87)

ADD "Washington on the north side from 138' to 158' of the east line of Stillwell"

(b) Parking Spaces in Municipally Owned Parking Areas:

- Abraham Lincoln Parking Garage - 7 spaces on north and west side of ground floor
- Abraham Lincoln Parking Lot - 3 spaces - on west side of lot
- Airport Park - 1 space - northwest corner
- BHS Tennis Court Lot - 1 space in northwest corner
- Bitner Park - 1 space on south side
- Bloomington Public Library Parking Lot - 4 spaces - east & west of south public entrance
- Brookridge Park Parking Lot - 1 space - in southwest section
- City Hall Lot #1 - 2 spaces east of south public entrance
- City Hall Lot #3 - 1 space on west side of lot
- City Hall Lot #5 - 2 spaces on south end of center spaces
- City Hall Lot #6 - 3 spaces on south side of lot
- City Hall Lot #8 - 1 space on west side of lot
- Clearwater Park - 2 spaces in northeast corner
- City Parking Garage - 4 spaces - near Monroe Street exit
- Coliseum Garage - 9 spaces, 3 on each floor
- Constitution Trail Parking Lot on Robinson between Monroe & Jefferson - 1 space near shelter
- Constitution Trail Lot on W. Market - southeast corner - 1 space
- Constitution Trail Lot on W. Washington near Brown - 1 space
- Dean at Fox Creek Parking Lot - 6 spaces in southwest corner
- Ewing Park I - 1 space on south side of lot
- Ewing Park II - 5 spaces in southeast corner of lot
- Fire Station #3 - 1 space
- Government Center Lot - 2 spaces on west side
- Hamilton Road Fire Station - 2 spaces
- Holiday Park - 2 spaces on east side of lot
- Holton Homes - Lot adjacent to Hinshaw - 1 space - southwest corner
- Irving Park - 2 spaces - on north side of parking lot at north end of McKay
- Kane Homes - 3 spaces in lot on north side of Monroe between Livingston and Hinshaw

Lake Bloomington Boat Launch - 4 spaces at north end
Lincoln Leisure Center - 2 spaces on the west side of lot, north of entrance
Major Butler Parking Lot - 1 space on northeast corner
Major Butler Parking Lot - 1 space - on south side of center island at east end
Miller Park - 1 space adjacent to Bath House
Miller Park - 4 spaces on south side of Pavilion
Miller Park - 4 spaces on east side of road east of Playground
Miller Park - 1 space adjacent to Tennis Courts on Summit
Miller Park Zoo Parking Lot - 4 spaces
Northpoint School Lot - 2 spaces in northeast corner
O'Neil Park - 5 spaces on east side of lot west of Softball Diamond
O'Neil Park - 5 spaces - on east side of swimming pool
O'Neil Park - 5 spaces north of skate park
Pepper Ridge Park - 3 spaces on south side
Police Station: Lot 5 - 2 spaces; Lot 8 - 4 spaces
Prairie Vista Golf Course Lot - 4 spaces on south side
Public Service North Lot - 1st space at end of center right-of-way on north side
Rollingbrook Park - 3 spaces - northwest, northeast and southeast corners
Sale Barn Soccer Fields - 2 spaces - on west side of lot
Sunnyside Tennis Court Lot - 1 space on south side of Illinois
Water Department Building - 2 spaces
White Oak Park Baseball/Football Field Parking Lot - 7 spaces - north & west side of Parking Lot
White Oak Park Parking Lot - west of Cottage - 2 spaces - on north side of Parking Lot
White Oak Park Parking Lot - south of Martin Luther King - 2 spaces - on southeast side
Wood Hill Towers - 9 spaces - on south side of building
(Ordinance No. 2008-64)

(c) Parking Spaces in Private Parking Lots.

Angler Manor Parking Lot - 8 spaces
Cub Foods - 8 spaces
Eastland Parking Lot - 38 spaces
Gaddy Electric, 2501 G.E. Road - 3 spaces
K-Mart Parking Lot - 6 spaces
Oakland Commons (Jewel/Osco) - 9 spaces
Original Smith Printing - 2 spaces
YWCA - Hershey Facility - 4 spaces
YWCA - Alexander Facility - 1 space
(Ordinance No. 1999-138)

[back to index](#) [back to top](#)

Chapter 29 : Section 156.5 : Altered Speed Limits.

As provided in Section 32(c) of this Chapter, the maximum lawful speeds on the following streets or parts of streets are as provided herein:

- Airport, G.E. Road to College - 45 m.p.h.
- Airport, College to north corporate limits - 40 m.p.h.
- Airport, Empire (Ill. Rte. 9) to G.E. Road - 40 m.p.h.
- Alexander Road, north corporate limits to south corporate limits - 35 m.p.h.
- Arcadia, Lincoln to Ireland Grove - 35 m.p.h.
- Beich, Fox Creek to south corporate limits - 45 m.p.h.
- Bloomington Heights, Market to Washington - 40 m.p.h.
- Blue Ash, Fox Creek to West End - 35 m.p.h.
- Brigham, Morris to 1400' east - 40 m.p.h.
- Bunn, Railroad Tracks south of Veterans Parkway south to south corporate limits - 35 m.p.h.
- Chestnut, White Oak (U.S. 150) to Hinshaw - 20 m.p.h.
- College, Veterans to Airport - 35 m.p.h.
- Commerce, Veterans to Hamilton - 35 m.p.h.
- Cornelius, Airport to East Corporate limits - 35 m.p.h.
- East, Stewart to Lafayette - 20 m.p.h.
- Empire, Morris to Western - (Truck Speed Limit) - 20 m.p.h.
- Empire (Ill. Rte. 9, eastbound), 500' east of Mt. Vernon to 600' east of Towanda Barnes - 45 m.p.h.
- Empire, 500' east of Mt. Vernon to Towanda - 35 m.p.h.
- Ft. Jesse, east corporate limits to west corporate limits - 45 m.p.h.
- Forrest Park - 20 m.p.h.
- Fox Creek, Veterans to Oakland 45 m.p.h.
- Fox Creek, Oakland to Scottsdale - 40 m.p.h.
- G.E. Road, 2250' west of Hershey to Towanda-Barnes - 45 m.p.h.
- G.E. Road, 2250' west of Hershey to 800' east of Veterans - 35 m.p.h.
- Greenwood, Morris to Hamilton - 35 m.p.h.
- Hamilton, Main Street to Bunn - 40 m.p.h.
- Hamilton, Main to Morris - 35 m.p.h.
- Hamilton, Morrissey to Hershey - 40 m.p.h.
- Hamilton, Morrissey to Commerce - 35 m.p.h.
- Hamilton, Veterans to Morris - 45 m.p.h.
- Harvest Pointe, Empire to north corporate limits - 35 m.p.h.
- Hershey, Empire (Ill. Rte. 9) to 500' north of Washington - 35 m.p.h.
- Hershey, Ireland Grove to Hamilton - 40 m.p.h.
- Hershey, 500' south of Lincoln to Ireland Grove - 35 m.p.h.
- Hershey, Empire (Ill. Rte. 9) to 500' north of Washington - 35 m.p.h.
- Ireland Grove, 1000' west of Hershey to ~~Oakland~~ - 45 m.p.h.
- Ireland Grove, 600' east to 600' west of Towanda Barnes - 45 m.p.h.
- Ireland Grove, 600' east to 1150' west of Kell - 50 m.p.h.
- Ireland Grove, Mercer to Loop Dr. - 40 m.p.h.
- JC Parkway, Market to Valley View - 35 m.p.h.
- Jumer Dr., 1100' east of Veterans to Hershey - 35 m.p.h.
- Kickapoo Creek, Ireland Grove to north corporate limits - 40 m.p.h.
- Lake Dr., Tanner to Summit - 20 m.p.h.
- Lake St., Lake Dr. to Summit - 20 m.p.h.

DELETE "Hershey, Empire (Ill. Rte. 9) to 500' north of Washington - 35 m.p.h."

AMEND "... of Hershey to Oakland..." to "... of Hershey to Streid..."

Lincoln, 500' east of Eldorado to Hershey - 35 m.p.h.
Main (U.S. 51), south corporate limits to 400' south of Oak Creek Plaza/Hilltop Frontage Rd. - 35 m.p.h.
Main (U.S. 51, northbound), 400' south of Oak Creek Plaza/Hilltop Frontage Rd. to Lafayette - 35 m.p.h.
Main (U.S. 51, southbound), 150' south of south off-ramp from eastbound Veterans Parkway to
 400' south of Oak Creek Plaza/Hilltop Frontage Rd. - 35 m.p.h.
Market (Ill. Rte. 9), Brown to I-55/I-74 Bypass southbound lane - 40 m.p.h.
Market (Ill. Rte. 9), I-55/I-74 Bypass southbound to west corporate limits - 45 m.p.h.
Martin Luther King, Jr., White Oak to Cottage - 35 m.p.h.
Martin Luther King, Jr., 500' north of Market to White Oak - 45 m.p.h.
Mercer, Ireland Grove to Hamilton - 40 m.p.h.
Miller Park - 20 m.p.h.
Miller, Railroad Tracts to Alexander - 35 m.p.h.
Morris, south corporate limits to 600' south of Veterans - 40 m.p.h.
Morris, 600' south of Veterans to 300' south of Miller - 35 m.p.h.
Morrissey (U.S. 150), 200' north of Woodrig to 200' north of Veterans - 45 m.p.h.
Morrissey (U.S. 150), 200' north of Veterans Parkway to 600' south of Croxton - 35 m.p.h.
Morrissey (U.S. 150), 500' south of Croxton to Bell - 25 m.p.h.
Oakland, 500' east of Hershey to 500' east of Old Airport Road - 40 m.p.h.
Oakland, 500' east of Old Airport Road to Streid - 45 m.p.h.
Oakland, Broadmoor to 500' east of Hershey - 35 m.p.h.
Oakland, east corporate limits west to Airport property - 35 m.p.h.
Oakwoods Subdivision, all streets 25 m.p.h.
Prairie Crossing, east corporate limits to west corporate limits - 35 m.p.h.
Rhodes, Bunn to Morrissey - 45 m.p.h.
Scottsdale, Fox Creek to west corporate limits - 40 m.p.h.
Six Points, Morris to Oakland - 40 m.p.h.
Six Points, 1200' west to 1000' east of Mitsubishi - 45 m.p.h.
Springfield, Morris to Fpx Creek - 35 m.p.h.
Streid, Ireland Grove to Oakland - 50 m.p.h.
Summit, Wood to Lake St. - 20 m.p.h.
Sunset, east intersection with Emerson to west intersection with Emerson - 25 m.p.h.
Towanda (Ill. Rte. 9), Locust (Ill. Rte. 9) to Empire (Ill. Rte. 9) - 35 m.p.h.
Trinity, Empire to Cornelius - 35 m.p.h.
Valley View, Wylie to west end - 35 m.p.h.
Veterans (I-55 Business Loop, south and westbound) north corporate limits to 1000' south of Hamilton/Fox Creek - 45 m.p.h.
Washington, Caroline to Euclid - 35 m.p.h.
Washington, Caroline to west corporate limits - 45 m.p.h.
Western, Empire to Locust - (Truck Speed Limit) - 20 m.p.h.
White Oak (U.S. 150), Locust to 300' south of Graham - 35 m.p.h.
White Oak (U.S. 150), 300' north of Graham to north corporate limits - 45 m.p.h.
Woodrig, Main (U.S. 51) to east corporate limits - 35 m.p.h.
Woodrig, Morrissey (U.S. 150) to west corporate limits - 50 m.p.h.
Wylie, Market to north corporate limits - 35 m.p.h.
(Ordinance No. 2016-132)

**MINUTES
BLOOMINGTON TRANSPORTATION COMMISSION
REGULAR MEETING
TUESDAY, JANUARY 16, 2018 4:00 P.M.
COUNCIL CHAMBERS, CITY HALL
109 EAST OLIVE STREET
BLOOMINGTON, ILLINOIS**

MEMBERS PRESENT: Ms. Angela Ballantini, Ms. Jill Blair, Ms. Katherine Browne, Mr. Michael Gorman, Ms. Elizabeth Kooba, Ms. Kelly Rumley

MEMBERS ABSENT: Ms. Maureen (Reenie) Bradley

OTHERS PRESENT: Ms. Diana Hauman, Ward 8 Alderman; Mr. George Boyle, City Attorney; Mr. Jim Karch, Director of Public Works; Mr. Kevin Kothe, City Engineer; Mr. Philip Allyn, City Traffic Engineer; and several members of the public.

1. CALL TO ORDER: Mr. Gorman called the meeting to order at 4:00 pm.

2. ROLL CALL: Mr. Allyn called the roll. With six members in attendance, a quorum was established.

3. PUBLIC COMMENT: None.

4. MINUTES: Reviewed and approved the minutes of the December 19, 2017 regular meeting of the Bloomington Transportation Commission. Ms. Blair motioned to approve the minutes of the December 19, 2017 meeting with correction of several minor typos. Ms. Browne seconded the motion. The motion was approved by the Transportation Commission unanimously via voice vote.

5. REGULAR AGENDA

A. TC-2018-01 – Proposed Routine Changes to Chapter 29 of the Bloomington City Code, “Motor Vehicles and Traffic”

Mr. Allyn summarized information from the agenda packet relating to each requested Section Modification:

1. Chapter 29: Section 145(a): Stop Signs

Modifications related to Section 145(a) pertain to creating an “all-way stop” condition at two intersections. Regarding Lincoln and Bunn, there was a gap in Lincoln Street between Bunn and Maple to the east. About 10 years ago, Lincoln Street was connected resulting in changes in traffic patterns and higher volumes at the intersection, which lead to the installation of all-way stop control at this intersection.

Staff observed a pattern of crashes over several years at the Lee and Olive intersection. Various options were tried such as pavement marking changes, improving sight distance, and installing new signs, but crashes did not decrease. Following implementation of the all-way stop, the number of crashes has dropped and the all-way stop is desired to remain permanently.

2. Chapter 29: Section 145(d): Stop Signs

Modifications related to Section 145(d) are not changes to the traffic control, but rather formalizing it with the installation of a stop sign.

Four locations, Granada/Olive, Seville/Olive, Northwood/Hedgewood, and Wedgewood/Hedgewood are “T” intersections. While state law specifies that traffic on the non-through leg of a “T” intersection is always required to yield the right of way to traffic on the through legs, there is a high occurrence of drivers at these intersections not yielding as required. Stop signs were installed to communicate proper intersection right of way laws.

The Wedgewood/Oakwood intersection is in the middle of the same subdivision. This four-leg intersection was previously uncontrolled, which required drivers to yield to the vehicle that arrived at the intersection first. Since Oakwood has longer straight sections to the north and south of Wedgewood, there developed a pattern of failure to yield to traffic on Wedgewood. Stop control was added on Wedgewood to increase the safety of the intersection.

The Wedgewood/Bunn intersection does not exist and is proposed to be deleted from the Code.

3. *Chapter 29: Section 148(a): Public Carrier Stops, Taxicab/TNC Stands*

This modification expands the Connect Transit transfer area. Buses are currently using the south side of Front Street between Center and Main. Additional space was needed on the north side of Front between Center and Madison to provide space for additional buses traveling westbound. This area is temporarily closed for sidewalk repairs, but buses will return to using this area in the Spring.

4. *Chapter 29: Section 149: Parking*

Beecher Street between East and Franklin was a through street that was removed and sidewalk constructed to better serve this portion of the IWU campus. The proposed parking changes on Beecher reflect the removal of this block of street.

The addition of a non-parking restriction on the west side of Bronco from Oakland to the south property line of 405 is the result of a business owner request. One of the other properties in this commercial area occasionally hosts festivals with high volumes of people parking along both sides of Bronco. This restricts access to other businesses, particularly for large delivery trucks. The request was reviewed by City Staff, a request for comment was sent to all property owners in the commercial subdivision, and the responses were analyzed. The only response received against the proposed parking restriction was from the owner of the property generating the high number of cars, who requested that the proposed no parking restriction be placed on the east side instead of the west side and for the entire length of Bronco. Staff reviewed this suggested modification, but found that it would not eliminate the blocking of access to the original requestor.

5. *Chapter 29: Section 153(a): Parking Spaces for Handicapped Persons on Streets, Municipally Owned Parking Lots and Private Parking Lots*

Modifications related to Section 153(a) pertain to specific requests from residents for a marked and signed public on-street Handicap Parking Stall. For the parking stalls to be added, Staff reviewed the requested location, verified that the requestor had a valid special license plate(s), a special decal or card allowing them to park in a marked and signed Handicap Parking Stall, evaluated the site to determine the safest and most efficient location, and installed the necessary markings and signage. The installed spots are reviewed by Staff periodically after implementation and modified or removed as needed. The proposed Code

modifications reflect new spots added, the modification/relocation of spots previously added, and the removal of spots no longer needed.

6. *Chapter 29: Section 156.5: Altered Speed Limits*

Hershey from Empire to 500' north of Washington is listed twice in the City Code and the duplicate listing is to be deleted.

The Ireland Grove modification relates to the renaming of the south part of Oakland to Streid Drive.

Mr. Gorman asked regarding Chapter 29: Section 145(d): Stop Signs, if there is a particular reason for installing stop signs rather than yield signs. Mr. Allyn indicated our internal policy has been to install stop signs rather than yield signs. Mr. Gorman indicated that he assumed that in a low traffic intersection, where the vast majority of the time there is no opposing traffic to stop for, better compliance would be obtained with yield signs since people are less likely to fully stop if there is no one else around. Why is the policy to use stop signs rather than yield signs, assuming yield signs are allowed by the MUTCD? Mr. Kothe indicated that the policy was changed several years ago. The sight distance requirements for yield signs are significantly greater than for stop signs. Yield signs typically work OK in new subdivisions where there is little landscaping. However, in older subdivisions, even those only 10 years old, landscaping is more mature and drivers can no longer see adequately to make the judgement required for a yield sign and stop signs are needed.

Mr. Gorman asked about Chapter 29: Section 148(a): Public Carrier Stops, Taxicab/TNC Stands and Connect Transit stops. Mr. Gorman indicated he would like to see all Connect Transit stops listed as places where parked cars can be towed. It would be difficult for people to use the bus if they are negotiating around parked cars blocking access to the bus. Why could we not list the regular bus stops? Mr. Allyn indicated the driving reason is that the stop locations tend to change as routes are adjusted and it would be hard to keep Code up to date with regular changes. Towing would not be able to happen if the specific spot was not listed. It would get hard to enforce the towing if the Code list is not always completely correct. The area we have specifically mentioned is a defined area with multiple buses stopping for a length of time. Parked cars significantly hinder the operation of the transfer area. If someone is parked illegally at an isolated bus stop, the impact to the operation of the bus will not be nearly as severe. In addition, it wouldn't be practical for the driver to wait for the car to be towed rather than continuing on the route. Mr. Gorman asked if it would be possible for the Code to state parking is prohibited within so many feet of the bus stop sign. Mr. Allyn will review the Code to see if it isn't already covered generically in the parking restrictions and check on whether towing would still be allowed or if only ticketing could be done.

Mr. Gorman asked about Section 149: Parking. What kind of parking situation does the Temple have during festivals? There appears to be ample parking in the movie theater lot behind the property. Is there an arrangement between the Temple and the movie theater for people to park in that lot? Mr. Allyn indicated that he wasn't aware of any arrangements between the two private businesses. Staff contacted all properties in the area and the only comment against the request was not concern for losing half a block of parking, but rather wishing to take the entire block of parking instead. Staff did not explore locating additional parking for the Temple because they did not indicate they needed more parking. Mr. Gorman suggested that Staff in general encourage people to share parking areas when there are large lots in the vicinity as this is good for density and ensuring adequate parking for everyone. Ms. Browne agreed that this is good in principle, but in this location the theater parking lot is deceptively far away and there is no sidewalk between the properties making pedestrian accommodations difficult. Shared parking may not be appropriate here. Mr. Gorman indicated that adding sidewalk and/or removing fence could improve pedestrian access and this was just something to keep in mind in future similar situations. Mr. Allyn

agreed that it would be helpful to suggest, but ultimately it would be an agreement between two private property owners and the City doesn't have control over how they share or don't share their private property. It would be something that we could suggest though if they were complaining about not having enough parking.

Ms. Rumley motioned that that the Transportation Commission recommend City Council Approve the proposed ordinance modifying Sections 145(a), 148(a), 149, 153(a), and 156.5 of Chapter 29 (Motor Vehicles and Traffic) of the Bloomington City Code. The motion was seconded by Ms. Browne. The motion was approved by the Transportation Commission unanimously via voice vote.

6. OLD BUSINESS:

Mr. Gorman requested an update on the Fairview and Empire project discussed in November. Mr. Allyn indicated that the Open House was held on December 21, 2017 and was well attended. Written comments were received from 18 people, of which 14 were in support of the project, two were in support of the project with exceptions, and two were opposed to the project. With 16 of 18 in favor of the project, Staff is moving forward with the project as discussed at a previous meeting.

7. NEW BUSINESS: None

8. ADJOURNMENT: The meeting adjourned at 4:18 pm unanimously by voice vote; motioned by Ms. Kooba and seconded by Ms. Blair.

Respectfully,

Philip Allyn
City Traffic Engineer



CONSENT AGENDA ITEM NO. 8N

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Finance Department

SUBJECT: Consideration of an Ordinance amending Bloomington City Code Chapter 39, Taxation, as requested by the Finance Department.

RECOMMENDATION/MOTION: An Ordinance amending Bloomington City Code Chapter 39, Taxation, be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Bloomington City Code Chapter 39 contains tax ordinances for City Local Taxes including:

- food & beverage
- hotel/motel
- package liquor
- local motor fuel
- amusement tax

This Ordinance amendment makes the following change:

- Standardizes the “due date” language of the Food & Beverage tax in order to conform with other local taxes. The current language of the code makes Food and Beverage Taxes due by the 24th day of the month after which sales occurred; the proposed ordinance makes the tax due on or before the 25th day of the month after which sales occurred.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: This Ordinance is intended to clarify inconsistencies in the code. This change will have a no financial impact.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Theodore Kozinski, Financial Services Manager

Reviewed by: Patti-Lynn Silva, Finance Director

Legal review by: George D. Boyle, Assistant 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:

- Ordinance
- Ordinance Amendments - "Exhibit A"

ORDINANCE 2018 - ____

**AN ORDINANCE AMENDING CHAPTER 39 OF THE CITY CODE
ON LOCAL TAXES**

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/8-11 et seq. provides home rule municipalities with the power to levy and collect certain taxes; and

WHEREAS, Chapter 39, Article XVI, of the City Code imposes a tax on the privilege of purchasing prepared food items for immediate consumption and alcoholic liquor prepared at a restaurant, bar, or other establishment within the City; and,

WHEREAS, it is in the best interest of the City to further revise the code to eliminate inconsistencies between Articles, improve local tax services to the business community, and clarify the requirements found in Chapter 39 of the City Code.

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

SECTION 1. The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2. Chapter 39 of the Bloomington City Code is hereby amended by modifying Article XVI, Section 331 as attached in “Exhibit A.”

SECTION 3. Except as provided herein, the Bloomington City Code, 1960, as amended, shall remain in full force and effect.

SECTION 4. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 6. This ordinance shall be effective immediately after the date of its publication as required by law.

SECTION 7. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd day of April, 2018.

APPROVED this ____ day of April, 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

“EXHIBIT A”

Article XVI: Food and Beverage Tax

Section 331: Filing of Return.

(a) All retailers shall pay to the City all taxes collected. The owner of each restaurant, bar or other establishment covered by this Article within the City of Bloomington shall file monthly tax returns showing tax receipts received during each monthly period on forms prescribed by the Finance Director. The return shall be filed on or before the 25th day of the calendar month next succeeding the month for which the return is made and shall be accompanied by payment of all taxes due and owing for the month covered by said return. (Ordinance No. 2002-92)



CONSENT AGENDA ITEM NO. 80

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Water Department

SUBJECT: Consideration of a petition for the Lake Bloomington Lease Transfer of Lot 4 in the Eagle Pointe Subdivision from Richard and Constance Claydon to Bradley and Catherine Wallace, as requested by the Water Department.

RECOMMENDATION/MOTION: The Lake Lease Transfer be approved, subject to the following contingencies: (1) the septic system conditions included in the McLean County Health Department's April 6, 2018 letter; (2) the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (3) the new lease holder apply for an electrical permit and inspection through the Community Development Department, (4) the lease and refuse fees invoiced are not past due, and (5) the transferee providing documentation of the sale of the house located on the property, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The sewage disposal system letter from the McLean County Health Department was completed on April 6, 2018. This letter provides regulation requirements for surface discharging septic installations.

In addition, the evaluation report, dated April 2, 2018, from Rob Williamson indicates that the alarm for the pump system is located in the basement. This may remain as is until the septic system is repaired or replaced. Also, the septic tank is installed deeper than is allowed by current code. On April 2, 2018, Rob Williamson discovered a riser on the outlet lid of the septic tank that comes within a foot of the ground surface. Mr. Williamson verified the outlet baffle in intact and the septic tank does not need pumped at this time. A riser was installed on the center lid of the tank.

The septic system was installed in 1993 and is now approximately twenty-five (25) years old. The McLean County Health Department considers the average life expectancy of a septic system to be 20-25 years. However, this can be affected greatly by usage patterns of the premises (seasonal versus full time occupancy) and system maintenance. Though useful life of a sewage disposal system can extend past the average life span noted by the McLean County Health Department, staff cannot accurately estimate the useful life remaining in the existing system.

If the system were to fail, the resident would be responsible for the costs associated with repair of the system and there is a possibility, based on the size of the leased lot, the resident would not have any viable repair/replacement options. Currently, a City owned sanitary sewage collection system does not exist at Lake Bloomington and therefore the City is not in a position to assist the resident in the event of sewage disposal system failure.

Staff has reviewed the lot and found that dock and seawall improvements have been constructed on the City owned reservoir and non-leased marginal land. Staff has performed a search of permits issued for the Lake Bloomington community and found that no permits were issued for Lot 7A in Block 00 in Peoria Point. Further, it should be noted that City Code Chapter 23, Section 53, provides that permits shall not be transferable, and that all benefits which may be derived therefrom shall accrue only to the person to whom the permit is originally issued. Pursuant to Chapter 23, Section 53, staff recommends that the transfer be subject to the new leaseholder applying for permits for existing non-leased marginal land and reservoir improvements that are determined to be compliant with City rules and regulations within six (6) months of transfer. In addition, electricity has been installed on the non-leased marginal land and therefore new leaseholder must apply for an electrical permit and inspection through the Community Development Department within six (6) months of transfer.

Staff recommends approval of the lease transfer subject to the following contingencies: (1) the septic system conditions included in the McLean County Health Department's April 6, 2018, letter; (2) the new lease holder apply for permits for existing non-leased marginal land and reservoir improvements that are determined compliant with the City rules and regulations within six (6) months of transfer, (3) the new lease holder apply for an electrical permit and inspection through the Community Development Department, (4) the lease and refuse fees invoiced are not past due, and (5) the transferee providing documentation of the sale of the house located on the property.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Health Department

FINANCIAL IMPACT: This petition will have a neutral financial impact in that the current lease uses the current formula of \$0.40 per \$100.00 Equalized Assessed Value for determining the Lake Lease Fee. With the current lease rate formula of \$0.40 per \$100.00 Equalized Assessed Value this lease will generate about \$742.43 per year in lease income. This lake lease income will be posted to the Lake Maintenance-Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds & Capital Improvement Proposed" on page 95.

COMMUNITY DEVELOPMENT IMPACT: UEQ-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: Joseph M. Darter, Property Manager

Reviewed by: Robert Yehl, P.E., Water Director

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:

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:

- 1B – Current Lease
- 1C – Clerk Memo
- 1D – Petition
- 1E – MCHD Letter
- 1F – Proposed Lake Lease Agreement
- 1G – Location Map
- 1H – Eagle Point Unrecorded Plat Map
- 1I – Unpermitted Structure Map
- 1J – Marginal Land/Reservoir Existing Structure Photographs

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the 29th day of April, 2003
between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter
called CITY and Richard Claydon & Constance Claydon

(if more than one Lessee, cross out 2 of the following that do not apply) ~~(as joint tenants)~~ ~~(as tenants~~
~~in common)~~ (as tenants by the entirety) of, Bloomington, County of McLean, State of Illinois,
hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in
the vicinity of Lake Bloomington, Illinois as follows:

Lot 4 ~~in Block~~ in ~~Camp~~ Eagle Point Sub. according to the
private unrecorded plat of the ground belonging to the City located around Lake Bloomington in
Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing (cross out the one
that does not apply) (on the date of this Lease) ~~(on January 1 following the date of this Lease)~~
and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each
year, the amount designated hereafter:

~~1) --- If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate
of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter-EAV) for said property,
including land and improvements, as determined by the Supervisor of Assessments of
McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to
(a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's
spouse if Lessee or Lessee's spouse occupies the property immediately after said assign-
ment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior
to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair
market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100
EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will

remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) --- If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$_____) per \$100 EAV.~~

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.
7. WATER. Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.

8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City	Lessee Name and Mailing Address
City of Bloomington City Hall 109 E. Olive Street Bloomington, IL 61701	<u>Richard & Constance Clayton</u> <u>250977 Eagle Point Road</u> <u>Hudson, IL 61748</u>

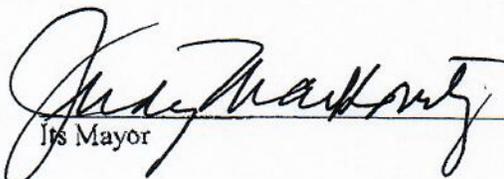
18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

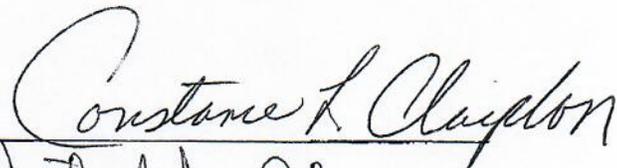
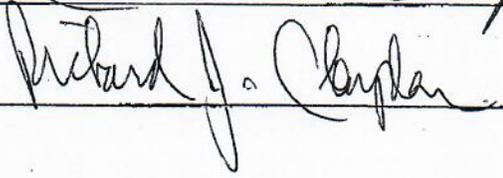
IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

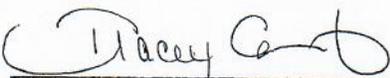
-Lessee-

CITY OF BLOOMINGTON

By: 
Judy Mackay
Its Mayor

Attest:


Tracy Cant
City Clerk

MEMO

TO: Bob Yehl, Water Dept.
FROM: Cherry Lawson, City Clerk
DATE: April 11, 2018
SUBJECT: Lake Bloomington Lease Transfer

A Petition and Lake Lease Transfer request has been submitted for Lot 4, in Eagle Pointe Subdivision from the City of Bloomington to the petitioner, Bradley S. Wallace and Catherine A. Wallace. Attached please find the Lake Lease Transfer documents.

The City will continue to receive an annual rent of \$742.43 for Lot 4 based on its' EAV of \$185,608.00 under the current lease rate of .40 cent per \$100 EAV, as well as receive \$128.28 annually for garbage collection. In late March 2018, the City Clerk Office mailed an invoice based on the EAV that was provided by McLean County Assessor; however, the current bill remains unpaid. Lease revenue is posted into the Water Lake Maintenance Lease Income account (50100140-57590). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on page 144. The PIN number is 07-01-458-006.

Please prepare a Council memorandum for the next available council meeting.

If you have any questions or require additional information, please contact the Clerk's Office.

Thank you for your prompt attention to this matter.

cc: Legal Dept.

LAKE BLOOMINGTON LEASE TRANSFER PETITION

That the purchase price and rentals having been paid to the City of Bloomington for:
Lot 4 Block _____ of ~~Camp~~ Eagle Pointe Subdivision

I respectfully petition the City Council of the City of Bloomington, Illinois to approve the transfer of the
Lease on the above property:

From: Richard Claydon & Constance L. Claydon (Sellers Name)
To: Bradley S. Wallace & Catherine A. Wallace (Buyers Name)

Richard J. Claydon
Constance L. Claydon (Signatures of Seller)

To the Honorable Mayor and City Council of the City of Bloomington, Illinois:
Now comes Bradley S. Wallace & Catherine A. Wallace (Buyer) and re-
spectfully shows that He/She/They became the purchaser of all right, title and interest of
Richard Claydon & Constance L. Claydon (Seller) In and
to the Lease made on the (Date) April 29, 2003 upon the above property, all located in McLean County,
Illinois, together with all the improvements, buildings and appurtenances thereon situated and thereunto
belonging, and that the said Richard Claydon & Constance L. Claydon (Seller)
has executed deed of transfer of their interest in said premises and an assignment of the Leases therefore
your petitioner.

Petitioner further shows that in and by the terms of said Leases it was provided that the Lessee shall not
sell, assign or transfer said premises without the written consent of the Lessor.

Petitioner therefore prays that the written consent to said transfer may be forthwith provided by the said
Lessor, the City of Bloomington, Illinois and your petitioner has submitted herewith a form of said writ-
ten consent.

Respectfully submitted,
X Bradley S. Wallace
X Catherine A. Wallace
(Signature of Buyer(s))

WRITTEN CONSENT TO TRANSFER INTEREST IN LEASES UPON LOT 4
~~Block~~ CAMP Eagle Pointe Subdivision, OF LAKE BLOOMINGTON.

Now comes the City of Bloomington and gives this, its written consent to the assignment on all right, ti-
tle and interest of (seller) Richard & Constance Claydon in and to the premises known as Lot
4 Block _____ ~~in Camp~~ Eagle Pointe Subdivision McLean County, Illinois and to the
leases thereon executed by the City of Bloomington, Illinois.

Said consent to said assignment and transfer however, is with the express understanding that the said
Lessor retains all right in said leases provided, and particularly its right to the payment of any unpaid
rental thereon with all legal remedies incidental thereto.

Executed this _____ day of _____, 2018.

Tari Renner, Mayor



McLean County Health Department
200 West Front Street, Room 304
Bloomington, IL 61701

April 6, 2018

Mr. & Mrs. Richard Claydon
25097 Eagle Pointe
Hudson, IL 61748

Re: Septic Permit #93-8719
Parcel #07-01-458-006
Lot 4, Lake Bloomington – Eagle Pointe Subdivision

Dear Mr. & Mrs. Claydon:

On March 8, 2018, this department received a septic system evaluation report from Mr. Rob Williamson, a McLean County licensed private sewage system installer, regarding the above-referenced property. The septic system evaluation was performed on March 7, 2018 and the following deficiencies were noted:

- The alarm for the pump system is located in the basement. This may remain as is until the septic system is repaired or replaced.
- The septic tank is installed deeper than is allowed by current code. This department recommends risers or access ports be installed over the inlet and outlet of the septic tank to allow for evaluation and maintenance of the tank. Due to the depth of the septic tank, Mr. Williamson was unable to do a complete inspection of the tank. On March 14, 2018, Mr. Williamson re-inspected the septic tank. During the inspection he noted there is a riser over the inlet lid of the septic tank. Mr. Williamson verified that the inlet baffle was intact and the water level in the tank was normal. **On April 2, 2018, Mr. Williamson discovered a riser on the outlet lid of the septic tank that comes within a foot of the ground surface. Mr. Williamson verified the outlet baffle is intact and the septic tank does not need pumped at this time. A riser was also installed on the center lid of the tank. The evaluation is now considered complete.**

As the current owner of a surface discharging septic system (sand filter, aerobic treatment unit, etc.), this office is informing you of State wide changes in regulations regarding the operation and ownership of such discharging septic systems. They include the following:

1. As of February 10, 2014, any proposed new or replacement surface discharging system must have coverage under a National Pollutant Discharge Elimination System (NPDES) permit prior to installation. For more information, please visit our website at www.health.mcleancountyil.gov.

Mr. & Mrs. Richard Claydon
April 6, 2018
Page 2

2. Routine sampling of the effluent discharged from the system and the reporting of the laboratory results to a regulatory agency or agencies.
3. The cost of effluent sampling and any additional treatment components needed to keep the system compliant with permit requirements will be the responsibility of the owner of the system.
4. IDPH now requires additional operation and maintenance for on-site wastewater treatment systems repaired or installed after January 1, 2014.
5. Future regulations may be implemented by the Illinois Environmental Protection Agency (IEPA) and/or the Illinois Department of Public Health (IDPH) for systems constructed prior to February 10, 2014.

Chlorine tablets made for use in the chlorinator are available through the following companies:

Bradford Supply
2000 South Bunn Street
Bloomington, IL 61704
Phone: (309) 828-8313

Tolan's Excavating
2903 Gill Street
Bloomington, IL 61704
Phone: (309) 663-0191

Shoemaker Farm Drainage
202 W. Pine Street
LeRoy, IL 61752
Phone: (309) 962-3108

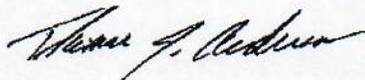
Zeschke Septic Cleaning
2408 Greyhound Road
Bloomington, IL 61704
Phone: (309) 808-2776

In summary, the septic system was installed in 1993 and is now approximately 25 years old. This office considers the average life expectancy of a septic system to be 20 to 25 years. The property has been vacant and may evaluate differently under normal use conditions.

For information on routine operation and maintenance of your septic system, please visit our website at www.health.mcleancountyil.gov.

If you have any questions, please contact Mr. Jared Johnson, of this department, at (309) 888-5482.

Respectfully,



Thomas J. Anderson
Director of Environmental Health

cc: Mr. Rob Williamson, Williamson Excavating, LLC
Mr. Rick Twait, City of Bloomington
Mr. & Mrs. Brad Wallace

TJA:JRH:hm

AC-0601-18-028b

EVALUATION REPORT FOR A MCLEAN COUNTY PRIVATE SEWAGE DISPOSAL SYSTEM

Log #: _____

Date Received: _____

This form is to be used for all inspections or evaluations of existing septic systems in McLean County. It is essential that the inspection be as complete as possible to determine the condition of the entire system. This includes interviewing the person who resides at or uses the building the septic system serves. Please complete all sections of the form that apply to the septic system you are evaluating. The tank must be uncovered with the baffles, liquid and sludge depths checked. At a minimum, the field must be probed to determine if there is water standing in the trenches. Upon probing, if it is determined there is water standing in the trenches, the Health Department highly recommends a minimum of two locations in the trenches be exposed to determine the condition of the rock and pipe. Any sign the system is failing or has not functioned properly, must be thoroughly documented on this report. Place all comments in the comment section on the last page.

This evaluation is NOT FINAL until the McLean County Health Department has reviewed the information in this evaluation and issued a letter regarding the information to the parties listed in the evaluation.

1. Current Owner Information:

Name: Richard & Constance ClaydonAddress: 25097 Eagle Point
Hudson, IL 61748

Phone #: Day _____ Home _____

2. Requestor Informtion:

Name: Cathy & Brad WallaceAddress: 9 Derby Way
Bloomington, IL 61704

Phone Day _____ Home _____

3. Property Information:

Parcel Number (Tax () 07-01-458-006 Date Evaluation Performed: 03-07-18Address of property evaluated: 25097 Eagle Pt. Hudson Sub. & Lot: Eagle Point #4Permit available from Health Dept.: Yes No Permit #: 93-8719

4. Interview Information:

Person Marianne KaisnerAge of home 25Date last vacantHas tank ever been pumped: Yes No Original owner: Yes No Intended for seasonal use: Yes No Number of 2If yes, how 3 yrs ago

5. Interior Evaluation:

Number of bedrooms: 3Garbage disposal: Yes No Toilet tanks and other fixtures have evidence of leakage or overflow: Yes No Water softener discharges n/aClothes washer discharges to: septicDishwasher discharges septicHot tub discharges n/a

Basement plumbing Discharge

a. alla. septic

b. _____

b. _____

c. _____

c. _____

d. _____

d. _____

Basement floor drains discharge septicGarage floor drains discharge n/aSump pit/pump discharges to: tileDownspouts discharge ground surface

6. Exterior Evaluation Points:

A. SEPTIC TANK(s) -- This Section N/A

All tanks must not be pumped before the inspection, but should be pumped after the inspection, if needed.

Tank One: N/A <input type="checkbox"/>	Yes	No	Tank Two: N/A <input checked="" type="checkbox"/>	Yes	No
Depth of soil to top of tank: 95 inches			Depth of soil to top of tank: inches		
Tank has access within 12" of ground surface	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank has access within 12" of ground surface	<input type="checkbox"/>	<input type="checkbox"/>
Size: 1500 gallons Type:			Size: gallons Type:		
Meets current code:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Meets current code:	<input type="checkbox"/>	<input type="checkbox"/>
Tank lids in good condition:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Tank lids in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Inlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>	Inlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>	Evidence of solids on inlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>	Outlet baffle in good condition:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>	Evidence of solids on outlet baffle:	<input type="checkbox"/>	<input type="checkbox"/>
Water standing in outlet:	<input type="checkbox"/>	<input type="checkbox"/>	Water standing in outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Water level below outlet:	<input type="checkbox"/>	<input type="checkbox"/>	Water level below outlet:	<input type="checkbox"/>	<input type="checkbox"/>
Tank needs to be pumped:	<input type="checkbox"/>	<input type="checkbox"/>	Tank needs to be pumped:	<input type="checkbox"/>	<input type="checkbox"/>
Outlet device/filter on tank:	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Outlet device/filter on tank:	<input type="checkbox"/>	<input type="checkbox"/>
Type:			Type:		
Back flow into tank from system after pumping:			Back flow into tank from system after pumping:		
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>			Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>		

B. SEEPAGE FIELD -- This Section N/A

Depth to top of _____ inches to _____ inches
 Square feet of _____ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage field area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence that water has ponded over seepage field or the soil is saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in trench _____ inches		

C. SERIAL DISTRIBUTION/STEP-DOWN -- This Section N/A

Are the serial distribution relief or "step-down" pipes in compliance with Section 905.60 (d) of the code?	Yes	No
	<input type="checkbox"/>	<input type="checkbox"/>

D. SEEPAGE BED -- This Section N/A

Depth to top of _____ inches to _____ inches
 Square feet of _____ square feet

Meets current code sizing requirements:	<input type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface:	<input type="checkbox"/>	<input type="checkbox"/>
Lush vegetation or saturated soil on or near seepage bed area:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence water has ponded over seepage bed or is soil saturated:	<input type="checkbox"/>	<input type="checkbox"/>
Solids or "carry over" material present in the rock or bedding material:	<input type="checkbox"/>	<input type="checkbox"/>
Depth of water in bed _____ inches		

E. SAND FILTER -- This Section N/A

Minimum soil cover depth to top of sand 12 inches
 Square feet of sand filter: 1410 square feet

	Yes	No
Is water standing in the distribution pipes or in the rock that surrounds the pipe:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Meets current code sizing requirements:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Seepage standing on ground surface over filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Lush vegetation on or near sand filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Evidence if water has ponded over sand filter:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sand filter vented as required:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vent in good repair:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chlorinator with screw on cap present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Evidence of restricted flow in chlorinator:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Sample port with screw on cap present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* rock trench

F. PUMP OR LIFT STATION -- This Section N/A

	Yes	No
Pump chamber an approved design:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Chamber volume 1.5 times the daily flow:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Is there a dual pump:	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Alarm present:	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Alarm location: <u>basement</u>		
Alarm properly working with audio and visual functions:	<input checked="" type="checkbox"/>	<input type="checkbox"/>

G. AEROBIC UNIT -- This Section N/A

Manufacturer: _____ Model number: _____
 Size of unit: _____ gallons

	Yes	No
Pump running at time of inspection:	<input type="checkbox"/>	<input type="checkbox"/>
Current maintenance contract in place:	<input type="checkbox"/>	<input type="checkbox"/>
Who is maintenance contract with: _____		
Alarm present:	<input type="checkbox"/>	<input type="checkbox"/>
Alarm location: _____		
Alarm properly working with audio and visual functions:	<input type="checkbox"/>	<input type="checkbox"/>
Unit discharges to: Seepage field <input type="checkbox"/> Seepage bed <input type="checkbox"/> Sand filter <input type="checkbox"/> Other: _____		
If other, what method of chlorination is used: _____		
Chlorinator with screw on cap present:	<input type="checkbox"/>	<input type="checkbox"/>
Chlorinator tube with corrosion resistant handle present:	<input type="checkbox"/>	<input type="checkbox"/>
Evidence of chlorination:	<input type="checkbox"/>	<input type="checkbox"/>

Where does the contact tank discharge to: *(Be specific, examples would be: farm tile, ground surface on or off property, IDPH common collector, IEPA common collector, etc.):* _____

Include all distances as described below.

NOTE: Be sure to attach drawing to this report.

The following distances must be verified to ensure all the information is correct and available in the future.

*Well or cistern to: N/A <input type="checkbox"/>	*Geothermal unit to: N/A <input type="checkbox"/>	*Building to:
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Geothermal unit: _____ feet Aerobic unit: _____ feet
*Water line to:	*Body of water to: N/A <input type="checkbox"/>	
Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	Septic tank: _____ feet Seepage system: _____ feet Sand filter: _____ feet Effluent tile: _____ feet Effluent discharge: _____ feet Aerobic unit: _____ feet	

Comments:

This section is to include any maintenance (pumping) repairs or problems in the history of the septic system. Write any observations and/or conclusions made by probing or excavating the seepage field or sand filter. A serial distribution system must include the condition of each level of field or trench.

The septic system appears to be functioning at this time. The septic tank is 8 feet deep and has a riser on the center lid only. Due to the tank depth and no riser access on the inlet and outlet, I could not check the inlet and outlet baffles in the septic tank. This septic system is about 25 years old. The average life of a septic system is about 25 years. This house is vacant so the septic system could evaluate differently under normal water usage. UPDATE from March 14, 2018. The riser is on the inlet lid of the septic tank. Using a sewer camera, I could see the inlet baffle and the center wall in the septic tank. The inlet baffle is intact and does not have solids on top of it. The water level is normal. I could not see the outlet baffle. UPDATE from April 3, 2018. A riser was installed to within a foot of the ground surface on the center lid of the septic tank. A riser was found on the outlet lid of the septic tank that comes to almost within a foot of the ground surface. The outlet baffle in the septic tank is intact and the tank does not need to be pumped at this time.

This is the condition I found the septic system on this day. This evaluation is not and should not be considered a guarantee nor does it imply warranty of how the sewage disposal system may function at any time in the future.

Rob Williamson

Inspector's Name (print)

Signature

03-08-18

Date

LAKE BLOOMINGTON LEASE

THIS LEASE is entered into on the _____ day of _____, 2018

between the City of Bloomington, a municipal corporation, of McLean County, Illinois, hereinafter called CITY and Bradley S. Wallace & Catherine A. Wallace

(if more than one Lessee, cross out 2 of the following that do not apply) (as joint tenants) (as tenants in common) (as tenants by the entirety) of , City of Bloomington, County of McLean, State of Illinois, hereinafter called "Lessee,"

WITNESSETH

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. PREMISES. The City leases to Lessee the following described real estate owned by the City in the vicinity of Lake Bloomington, Illinois as follows:

Lot 4 in Block _____ in Camp Eagle Pointe Subdivision _____ according to the private unrecorded plat of the ground belonging to the City located around Lake Bloomington in Hudson and Money Creek Townships in McLean County, Illinois.

2. TERM OF LEASE. The term of this Lease shall be for a term commencing **(cross out the one that does not apply)** (on the date of this Lease) ~~(on January 1 following the date of this Lease)~~ and terminating on December 31, 2131, unless sooner terminated as provided in this Lease.

3. RENT.

LESSEE'S NOTICE: This lease form, including the rental rate, is currently under review by the City of Bloomington City Council (see City Code: Chapter 23, Section 58). Once City staff has completed the updates to the lease form, it will be provided to you and will thereafter be subject to City Council approval. Note for leases with an end date, prior to this transfer, of January 1, 2032 or earlier, the updated lease form is likely to include a change in the rental rate of this transfer and therefore, the rate change will also be applied to this lease effective January 1, 2032 to December 31, 2131.

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- A. Lessee shall pay as rent yearly, in advance, on or before the first day of January of each year, the amount designated hereafter:

1) ~~If this Lease is executed prior to January 1, 1998, rent shall be charged at the rate of 15¢ (\$.15) per \$100 of equalized assessed value (hereafter EAV) for said property, including land and improvements, as determined by the Supervisor of Assessments of-~~

~~McLean County, Illinois. Said rate will remain in effect upon assignment of this Lease to (a) Lessee's spouse or to a corporation, trust or other entity created by Lessee or Lessee's spouse if Lessee or Lessee's spouse occupies the property immediately after said assignment, or (b) a Lessee who paid fair market value for the property (i.e., a purchaser) prior to January 1, 1998 for the assignment of the prior Lease.~~

2) If this Lease is executed by a Lessee who, after December 31, 1997, paid fair market value for an assignment of a Lease on which the rent was 15¢ (\$.15) per \$100 EAV, the rent shall be charged at the rate of 40¢ (\$.40) per \$100 EAV. This rate will remain in effect throughout the remainder of the term of this Lease regardless of subsequent assignments thereafter.

~~3) If the Lessee is not eligible for the 15¢ (\$.15) or 40¢ (\$.40) per \$100 EAV rental rate, the rent shall be charged at the rate of _____¢ (\$_____) per \$100 EAV.~~

(SELECT THE RENT TO BE PAID BY CROSSING OUT 2 OF THE 3 RENT OPTIONS.)

- B. In the event the system of real estate taxation is changed from its present basis of assessment at no more than one-third of market value, the assessed value as then determined by the Supervisor of Assessments of McLean County will be adjusted so that it will reflect no more than one-third of the market value of the premises. If assessed value is no longer used as the basis of taxation, then the annual changes in the Consumer Price Index, or successor index, for all items for the Chicago region, published by the United States Department of Labor will be the basis for determining changes in the property value for purpose of calculating the annual rent with the following condition. Either City or Lessee may review the value of the property as adjusted by the Consumer Price Index every five years to compare it to the actual fair market value of the property. If the property value determined by the formula set forth in this lease is five percent (5%) or more greater or less than the actual fair market value of the property, the rent for that year shall be recalculated using one third of the actual fair market value and rent adjustments for all subsequent years shall be based on the actual fair market value as adjusted for changes in the Consumer Price Index. If the Consumer Price Index or its successor index is no longer published by the United States Department of Labor or is no longer used, an appropriate economic indicator will be used to determine the annual change in rent, if any.
4. REAL ESTATE TAXES. Lessee shall pay all real estate taxes levied during the term of this Lease against said premises and improvements thereon by the State of Illinois or any subdivision thereof.
5. IMPROVEMENTS. Lessee shall be permitted to make improvements upon the premises that are in compliance with the laws of the State of Illinois and the ordinances of the City and the County of McLean. The ordinances of the City shall be in full force and effect and in the same manner as if the above-described premises were located within the boundaries of the City of Bloomington. Prior to commencement of construction of any improvements, Lessee shall be required to petition and receive approval from all governmental bodies having jurisdiction over said premises.
6. SEPTIC SYSTEM. Lessee agrees to comply with all sanitary laws and regulations of any governmental body having jurisdiction over the leased premises. Lessee agrees at all times to use Lessee's property in such manner and dispose of the sewage generated from said property so as not to contaminate the waters of Lake Bloomington. When a public sanitary sewer is made available to serve the leased premises, the City shall have a right to require Lessee to connect to the sewer within a reasonable time after notice is given.

7. **WATER.** Lessee shall be permitted to purchase water from the City through water mains provided by the City, and Lessee will pay the rates in effect from time to time for water sold to Lake Bloomington customers. Lessee agrees not to pump water directly from Lake Bloomington except for the purpose of watering and maintaining lawns and other landscape materials on the leased premises, and such pumping shall cease at any time there are and for as long as there are restrictions in effect for the City of Bloomington that restrict the watering of lawns.
8. **GARBAGE.** City will provide weekly garbage service at a fee to be set by the City from time to time, which shall be in addition to the annual rent paid by Lessee. However, so long as no residence is located on the leased premises, no fee for garbage collection will be paid by Lessee.
9. **ASSIGNMENT.** Lessee shall not have the right to sell, assign, or transfer this Lease or to rent, sublet or to allow other persons to occupy the premises without the written consent of the City. However, the City shall not withhold its consent to a sale, assignment or transfer of this Lease if Lessee is not in default as defined in paragraph 13 and the sale, assignment or transfer is made in accordance with all applicable City ordinances and such rules and regulations as adopted by the City from time to time pursuant to paragraph 10. City will promptly issue a new Lease to the new Lessee containing the same terms as this lease. Thereupon, this Lease will automatically terminate and the parties will be freed of any obligations thereunder. Lessee shall have the right to mortgage Lessee's interest in said premises, but Lessee shall not have the right to mortgage the interest of City in the premises.
10. **RULES & REGULATIONS.** Lessee and those occupying the leased premises are subject to such reasonable rules and regulations as may be adopted by Lessor from time to time after notice of hearing on such proposed rules and regulations is given to Lessee.
11. **USE OF AND ACCESS TO LAKE.** Lessee and those persons lawfully occupying the leased premises shall have the right to use Lake Bloomington for boating, swimming, fishing, and other recreational uses, but shall be subject to the reasonable rules and regulations of Lessor, which rules and regulations will apply equally to Lessees of Lake Bloomington property and the public generally. City grants to Lessee an easement for access to Lake Bloomington over property owned by the City lying between the shoreline of Lake Bloomington and the boundary of the leased premises.
12. **TREE CUTTING.** No trees on the leased premises shall be removed without the permission of the City except that Lessee can trim trees for safety, plant health, or aesthetic reasons, and Lessee may remove dead trees from the leased premises.
13. **DEFAULT.** If Lessee defaults in the payment of rent or defaults in the performance of any of the covenants or conditions hereof, City may give to Lessee notice of such default and, if Lessee does not cure any rent default within thirty (30) days, or other default within sixty (60) days after the giving of such notice or, if such other default is of such nature that it cannot be completely cured within such sixty (60) days, if Lessee does not commence such curing within such sixty (60) days and thereafter proceed with reasonable diligence and in good faith to cure such default, then Lessor may terminate this Lease on not less than thirty (30) days notice to Lessee and, on the date specified in said notice, the term of this Lease shall terminate and Lessee shall then quit and surrender the premises to City. If this Lease shall have been so terminated by City, City may, at any time thereafter, resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. Remedies of City hereunder are in addition to any other remedy allowed by law.
14. **TERMINATION BY LESSEE.** Lessee shall have the right to terminate this Lease upon sixty (60) days written notice to the City of Bloomington and, in that event, Lessee may remove any

improvements from the property and shall restore the ground to the condition it was in when first leased to the City. Any improvements remaining on the property after the Lease terminates shall be deemed abandoned by the Lessee and shall become the property of the City.

15. EMINENT DOMAIN. If the leased premises or any part thereof is taken or damaged by eminent domain or the threat thereof, the just compensation received in payment shall be divided between City and Lessee as follows:

That portion of the award for the taking and/or damaging the City's remainder interest in the land following the expiration of this Lease shall be paid to City. That portion of the award for the taking or damaging the leasehold interest of Lessee in the leased premises or the improvements located thereon shall be paid to Lessee.

16. PRIOR LEASE TERMINATED. If there is in effect upon the execution of this Lease a prior Lease between the City and Lessee covering the same premises as this Lease, then said Lease is terminated as of the commencement of the term on this Lease as set forth in Paragraph 2.

17. NOTICE. Any notice by either party to the other shall be in writing and shall be deemed to be duly given if delivered personally or mailed postpaid by regular mail, except that a notice given under Paragraph 12 must be delivered personally or mailed by registered or certified mail in a postpaid envelope, addressed as follows:

City

City of Bloomington
City Hall
109 E. Olive Street
Bloomington, IL 61701

Lessee Name and Mailing Address

Bradley S. Wallace & Catherine A. Wallace
25097 Eagle Pointe
Hudson, IL 61748

Lessee Billing Address

Bradley S. Wallace & Catherine A. Wallace
25097 Eagle Pointe
Hudson, IL 61748

18. BINDING EFFECT. This agreement shall be binding upon the heirs, personal representatives, successors, and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the Lessor has caused this instrument to be executed by its Mayor and City Clerk, and the Lessee has executed this agreement as of the day and year above written.

-Lessor-

-Lessee-

CITY OF BLOOMINGTON

By:

Its Mayor

Attest:

City Clerk

Bradley S. Wallace
Catherine A. Wallace

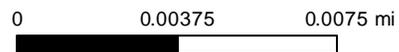
25097 Eagle Pointe Structure Map



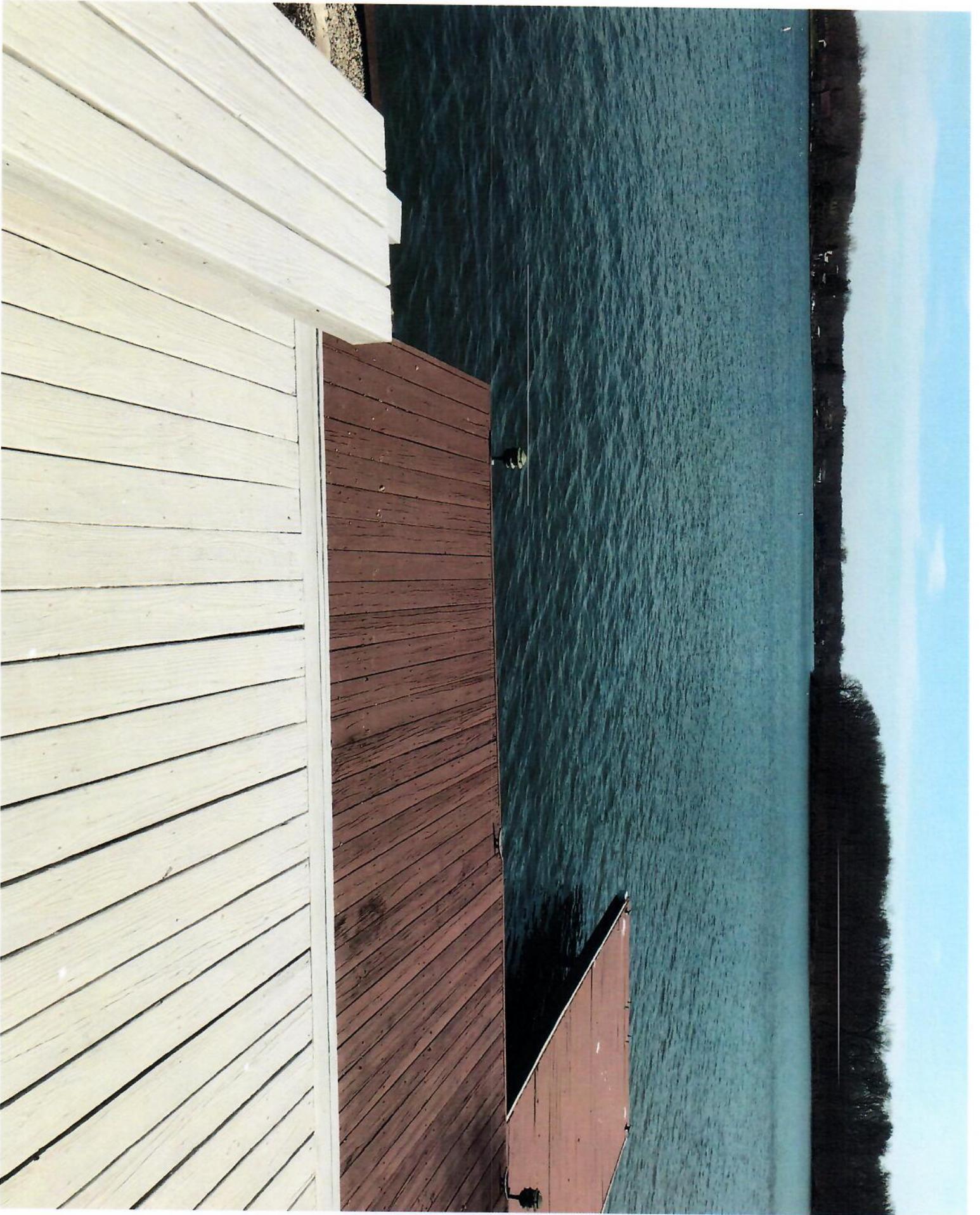
McGIS



McGIS does not guarantee the accuracy of the information displayed. Only on-site verification or field surveys by a licensed professional land surveyor can provide such accuracy. Use for display and reference purposes only.









CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: City Clerk's Office

SUBJECT: Consideration of the application from the Bloomington-Normal Jaycees located at 311 Clover Court, Bloomington, 61704 who will host Brews at the Zoo event at Miller Park Zoo located at 1020 S. Morris Street; Bloomington, IL requesting an LB (Limited Beer and Wine Only) on May 18, 2018, which would authorize the retail sale of beer and wine of alcoholic beverages by the glass for consumption on the premises.

RECOMMENDATION/MOTION: The application from the Bloomington-Normal Jaycees located at 311 Clover Court, Bloomington, 61704 who will host Brews at the Zoo event at Miller Park Zoo located at 1020 S. Morris Street; Bloomington, IL requesting an LB (Limited Beer and Wine Only) on May 18, 2018, which would authorize the retail sale of beer and wine of alcoholic beverages by the glass for consumption on the premises.

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

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

BACKGROUND: On April 10, 2018 the Bloomington Liquor Commissioner, Tari Renner, called a hearing to order to hear the request from the Bloomington-Normal Jaycees located at 311 Clover Court, Bloomington, 61704 who will host Brews at the Zoo event at Miller Park Zoo located at 1020 S. Morris Street; Bloomington, IL requesting an LB (Limited Beer and Wine Only) on May 18, 2018, which would authorize the retail sale of beer and wine of alcoholic beverages by the glass for consumption on the premises.

Present: Commissioners Tari Renner, Lindsey Powell, Jack Bataoel.

Staff Present: George Boyle, Asst. Corporation Counsel, Asst. Police Chief Ken Bays, and Cherry Lawson, City Clerk.

Tony Brown, Member, Bloomington-Normal Jaycees addressed the Commission stating this is the same event that has been held in the past two years, that there are no deviations from last year to this year event.

Commissioner Renner stated that this item would be recommended to Council at the April 23, 2018, Council meeting.

Motioned by Commissioner Bataoel motioned and Commissioner Powell seconded to refer this application to the City Council for its consideration of the application for a Class LA liquor

license be created, which would allow the selling and serving of all types of alcohol by the glass for consumption on the premises for a fund raiser to be held on April 12, 2018 from 4:00 p.m. to 12:00 a.m. at the Bloomington Center for the Performing Arts, 600 N. East St., Bloomington.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Agenda for the April 10, 2018 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Cherry L. Lawson, City Clerk

Financial & budgetary review by: Chris Tomerlin, Budget Analyst

Legal review by: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 1B – Bloomington-Normal Jaycees Application



APPLICATION FOR CLASS "L" LIMITED LIQUOR LICENSE

Check Appropriate Category:

LB (Beer & Wine Only) LA (All Types)

APPLICANT INFORMATION

Name of Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity seeking license: BLOOMINGTON NORMAL JAYCEES

Names and addresses of 3 to 5 responsible current members, officers or directors of the organization, group or entity:

Name: Eric Barbour Phone Number: [REDACTED]

Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

Name: Carly Wilson Phone Number: [REDACTED]

Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

Name: Jame McKeon Phone Number: [REDACTED]

Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

Name: Ben Jeffreys Phone Number: [REDACTED]

Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

Name: Tony Brown Phone Number: [REDACTED]

Address: [REDACTED] City/State: [REDACTED] Zip Code: [REDACTED]

EVENT INFORMATION

The location where the limited alcoholic liquor license will be utilized:

Name of Establishment: MILLER PARK 200

Address: 1020 S. MORRIS City/State: Bloomington, IL Zip Code: 61701

Date(s) on which the Limited alcoholic liquor license will be utilized:

MAY 18th, 2018

Hours during which alcohol will be sold: 5:30 pm - 8:30 pm



Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children? Y N

Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any: Brews at the Zoo is A 21+ older Event. THE Event will sale Beer + wine Samples to generate Donated money to help offset Miller Park overhead expenditures. There will be a band and 1 food vendor.

Estimate of number of persons expected to attend: 200

Description of the proposed procedures for handling the following:

- A. Crowd control: Miller Park is surrounded by 6' tall Fence
- B. Identification check: Two Volunteer's 21 or older will be ID checking

Has the civic, service, charitable, fraternal or social organization, group or entity applying for this license been in existence continuously for at least one year (Please Circle)? Y / N

a. If so, please list Date Established: 04/23/1957

Is the civic, service, charitable, fraternal or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois (Please Circle)? Y / N

a. If so, please list Date Incorporated: 04/23/1957

Has the civic, service, charitable, fraternal or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year (Please Circle)? Y / N

a. If so, please list how many: 2

Name and contact number(s) for the person(s) attending the Liquor Commission:

Name: Tony Brown Phone Number: [REDACTED]

Name: _____ Phone Number: _____

Name: _____ Phone Number: _____

Submit completed application to the City Clerk's Office **not less than 60 days prior** to the date on which license, if granted, will be utilized.



The following shall be provided **at the time of application submission**:

- A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date(s), location, and time(s). *The City of Bloomington must be listed as the Certificate Holder.*
- B. Surety bond in the amount of \$2,000 in favor of the City of Bloomington guaranteeing applicants' faithful observance of all of the provisions of the City of Bloomington Liquor Code, State and Federal laws regulating the sale and service of alcohol. *(Must provide an end date)*
- C. BASSET Certificates *(Who Should be Certified: Bartenders, Bar Backs, Servers, Managers, other staff that checks IDs. Actual copy of the certificate is required; screenshots or pictures will not be accepted.*
- D. Emergency Call-in Sheet
- E. Certificate of Good Standing with the State of Illinois **(The information can be found at www.sos.state.il.us or call (217) 782-6961/6875 to order a certificate.)** *(Applies to Corporations and Limited Liability companies only.)*

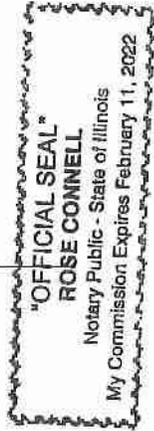
The undersigned, being first duly sworn, affirms that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC

Eric J Barbour [REDACTED]
 Printed Name of Applicant Signature of Applicant

Subscribed and sworn to before me this 29 day of March, 2018

My Commission Expires: 2/11/2022 Rose Connell
Notary Public



OFFICE USE ONLY	
<u>03/29/18</u>	Date Received/Paid (\$100/Day; \$50/Additional)
<input checked="" type="checkbox"/>	Receipt # _____ Check # (if applicable) <u>alora</u> Staff Initials
<input checked="" type="checkbox"/>	DRAM Certificate <input checked="" type="checkbox"/> \$2,000 Surety Bond
<input checked="" type="checkbox"/>	Emergency Call-In Sheet <input checked="" type="checkbox"/> Certificate of Good Standing
Possible Public Hearing Date: <u>04/10/18</u> Possible Council Date: _____	

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9A

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Fire Department

SUBJECT: Consideration of the purchase of One Hundred (100) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear, in the amount of \$282,203.00, utilizing the National Purchasing Partners – Government (NPPGov) program from Municipal Emergency Services, Inc. (MES), as requested by the Fire Department.

RECOMMENDATION/MOTION: The purchase of One Hundred (100) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear by purchased utilizing the National Purchasing Partners – Government (NPPGov) program from Municipal Emergency Services, Inc. (MES), Deerfield, IL be approved, in the amount of \$282,203.00, and the Procurement Manager be authorized to issue a Purchase Order and/or authorize the Interim City Manager execute the necessary documentation.

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 service, and 1d. City services delivered in the most cost effective and efficient manner.

BACKGROUND: Studies in recent years have shown that firefighters' exposure to carcinogens increases their risk of cancer. A study conducted by the National Institute for Occupational Safety and Health (NIOSH) in 2013 found that firefighters have a 14 percent greater chance of dying from cancer as compared to the general population. One of the causes of this exposure is from contaminated turnout gear. Emphasis has been placed on more frequently cleaning this protective wear which leads to the need for additional turnout gear. This second set of PPE allows firefighters returning from a fire incident to clean contaminated gear and replace it with clean gear. This will reduce the exposure to carcinogens that have baked into the turnout gear.

Firefighter protective clothing is on a seven (7) year replacement schedule. This schedule is based on the National Fire Protection Association's recommendation useful life for firefighting protective wear. Since 2006, the Fire Department has made considerable investments in this particular turnout gear providing consistency in use for firefighters and cost savings.

The gear that the Department uses was selected during an extensive evaluation process that involved technical specification comparison, wear testing, warranty and cost.

The model of turnout gear specified and used has received upgrades in materials and components since it was originally evaluated. It remains the best gear providing firefighter protection and at reasonable cost.

NPPGov serves public and non-profit markets as a cooperative purchasing organization providing access to contracts created through an RFP process conducted by a lead public agency. NPPGov serves government, education and non-profit markets including two specialized programs: FireRescue GPO and Law Enforcement GPO. The FireRescue GPO program specifically serves the fire and rescue market and has a unique connection with fire chiefs associations throughout the country. The Law Enforcement GPO program serves the law enforcement, emergency communications and emergency management industry.

NPPGov is the government division of National Purchasing Partners (NPP), which is a national group purchasing company serving a variety of private and public markets. NPP is a private company owned by a non-profit hospital, Virginia Mason, in Seattle, Washington.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: FY2018 funds are available in the Fire-Other Professional & Technical Services account (10015210-70220). If approved, a budget transfer of \$282,203.00 from this account to Fire-Protective Wear account (10015210-62191) will be processed to make this purchase. Stakeholders can locate this in the FY 2018 Budget Book titled “Adopted General Fund Budget” on page 290.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Eric Vaughn, Deputy Chief of Administration

Reviewed by: Brian M. Mohr, Fire Chief

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:

- 1B EXHIBIT MES NPP Quote, dated 04112018
- 1C EXHIBIT Intergovernmental Cooperative Agreement

- 1D EXHIBIT RFP-FIREFIGHTING-EQUIPMENT-1605
- 1E EXHIBIT MPA-MES-Firefighting-Equipment-16051



124 East First Street
Deer Creek, IL 61733

Quote

Date 4/11/2018
Quote # QT1168723
Expires 5/11/2018
Sales Rep Crabtree, James
PO # REPLACEMENT PPE
Shipping Method FedEx Ground

Bill To
 C/O Sue
 BLOOMINGTON F.D.
 310 N LEE ST
 BLOOMINGTON IL 61701-3834

Ship To
 ERIC VAUGHN 309-434-2500
 BLOOMINGTON FIRE DEPT.
 310 N LEE ST
 BLOOMINGTON IL 61701-3834
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Sales Pri...	Amount
Globe GXtreme 3.0 Coat	157N2-G		157N2-G Custom Globe GXtreme 3.0 Coat GLOBE GXT 3.0 COAT PER BLOOMINGTON SPECS AND GLOBE QUOTE 022418-1G	100	1,592.26	159,226.00
Globe GXtreme 3.0 Pant	257N2-G		257N2-G Custom Globe GXtreme 3.0 Pant GLOBE GXT 3.0 PANT PER BLOOMINGTON SPEC AND GLOBE QUOTE 022418-1G	100	1,229.77	122,977.00

Subtotal 282,203.00
Shipping Cost (FedEx Ground) 0.00
Total \$282,203.00

NPP/GPO ID M-5694942

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1168723

Intergovernmental Cooperative Purchasing Agreement

This Intergovernmental Agreement (Agreement) is by and between the “Lead Contracting Agency” and participating government entities (“Participating Agencies”), that are members of National Purchasing Partners (“NPP”), including members of FireRescue GPO and Public Safety GPO, that agree to the terms and conditions of this Agreement. The Lead Contracting Agency and all Participating Agencies shall be considered as “parties” to this agreement.

WHEREAS, upon completion of a formal competitive solicitation and selection process, the Lead Contracting Agency has entered into Master Price Agreements with one or more Vendors to provide goods and services, often based on national sales volume projections;

WHEREAS, NPP provides group purchasing, marketing and administrative support for governmental entities. NPP’s marketing and administrative services are free to its membership, which includes participating public entities and nonprofit institutions throughout North America.

WHEREAS, NPP has instituted a cooperative purchasing program under which member Participating Agencies may reciprocally utilize competitively solicited Master Price Agreements awarded by the Lead Contracting Agency;

WHEREAS, the Master Price Agreements provide that all qualified government members of NPP may purchase goods and services on the same terms, conditions and pricing as the Lead Contracting Agency, subject to applicable local and state laws of the Participating Agencies;

WHEREAS, the parties agree to comply with the requirements of the Intergovernmental Cooperation Act as may be applicable to the local and state laws of the Participating Agencies;

WHEREAS, the parties desire to conserve and leverage resources, and to improve the efficiency and economy of the procurement process while reducing solicitation and procurement costs;

WHEREAS, the parties are authorized and eligible to contract with governmental bodies and Vendors to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, the parties desire to contract with Vendors under the terms of the Master Price Agreements;

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1: LEGAL AUTHORITY

Each party represents and warrants that it is eligible to participate in this Agreement because it is a local government created and operated to provide one or more governmental functions and possesses adequate legal authority to enter into this Agreement.

ARTICLE 2: APPLICABLE LAWS

The procurement of goods and services subject to this Agreement shall be conducted in accordance with and subject to the relevant statutes, ordinances, rules, and regulations that govern each party's procurement policies. Competitive Solicitations are intended to meet the public contracting requirements of the Lead Contracting Agency and may not be appropriate under, or satisfy Participating Agencies' procurement laws. It is the responsibility of each party to ensure it has met all applicable solicitation and procurement requirements. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

ARTICLE 3: USE OF BID, PROPOSAL OR PRICE AGREEMENT

- a. A "procuring party" is defined as the Lead Contracting Agency or any Participating Agency that desires to purchase from the Master Price Agreements awarded by the Lead Contracting Agency.
- b. Each procuring party shall be solely responsible for their own purchase of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation of law or contract by a procuring party, and the procuring party shall hold non-procuring parties and all unrelated procuring parties harmless from any liability that may arise from action or inaction of the procuring party.
- c. The procuring party shall not use this agreement as a method for obtaining additional concessions or reduced prices for similar goods and services outside the scope of the Master Price Agreement.
- d. The exercise of any rights or remedies by the procuring party shall be the exclusive obligation of such procuring party.
- e. The cooperative use of bids, proposals or price agreements obtained by a party to this Agreement shall be in accordance with the terms and conditions of the bid, proposal or price agreement, except as modified where otherwise allowed or required by applicable law, and does not relieve the party of its other solicitation requirements under state law or local policies.

ARTICLE 4: PAYMENT OBLIGATIONS

The procuring party will make timely payments to Vendors for goods and services received in accordance with the terms and conditions of the procurement. Payment for goods and services, inspections and acceptance of goods and services ordered by the procuring party shall be the exclusive obligation of such procuring party. Disputes between procuring party and Vendor shall be resolved in accordance with the law and venue rules of the state of the procuring party.

ARTICLE 5: COMMENCEMENT DATE

This Agreement shall take effect after execution of the "Lead Contracting Agency Endorsement and Authorization" or "Participating Agency Endorsement and Authorization," as applicable.

ARTICLE 6: TERMINATION OF AGREEMENT

This Agreement shall remain in effect until terminated by a party giving 30 days written notice to "Lead Contracting Agency"

ARTICLE 7: ENTIRE AGREEMENT

This Agreement and any attachments, as provided herein, constitute the complete Agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 8: CHANGES AND AMENDMENTS

This Agreement may be amended only by a written amendment executed by all parties, except that any alterations, additions, or deletions of this Agreement which are required by changes in Federal and State law or regulations are automatically incorporated into this Agreement without written amendment hereto and shall become effective on the date designated by such law or regulation.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

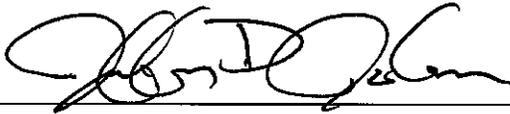
THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT WITH THE PROPER AGENCY IF REQUIRED BY LOCAL OR STATE LAW.

**PUBLIC PROCUREMENT AUTHORITY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of the Public Procurement Authority ("Lead Contracting Agency") that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Public Procurement Authority to Participating Agencies locally, regionally, and nationally through NPP. Copies of Master Price Agreements and any amendments thereto made available by the Public Procurement Authority will be provided to Participating Agencies and NPP to facilitate use by Participating Agencies.

The undersigned understands that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agencies.

The undersigned affirms that he/she is an agent of the Public Procurement Authority and is duly authorized to sign this Public Procurement Authority Endorsement and Authorization.



Date: 2-13-2014

BY: Jeffrey D. Johnson
ITS: Administrator/Board Member

Public Procurement Authority Contact Information:

Contact Person: Heidi Chames
Address: 25030 SW Parkway Ave., Suite 330
Wilsonville, OR 97070
Telephone No.: 855-524-4572
Email: questions@procurementauthority.org

**PARTICIPATING AGENCY
ENDORSEMENT AND AUTHORIZATION**

The undersigned acknowledges, on behalf of _____ (“Participating Agency”) that he/she has read and agrees to the general terms and conditions set forth in the enclosed Intergovernmental Cooperative Purchasing Agreement regulating use of the Master Price Agreements and purchase of goods and services that from time to time are made available by the Lead Contracting Agency to Participating Agencies locally, regionally, and nationally through NPP.

The undersigned further acknowledges that the purchase of goods and services under the provisions of the Intergovernmental Cooperative Purchasing Agreement is at the absolute discretion of the Participating Agency and that neither the Lead Contracting Agency nor NPP shall be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any other Participating Agency. Upon award of contract, the Vendor shall deal directly with the Participating Agency concerning the placement of orders, disputes, invoicing and payment.

The undersigned affirms that he/she is an agent of _____ and is duly authorized to sign this Participating Agency Endorsement and Authorization.

BY: _____
ITS: _____

Date: _____

Participating Agency Contact Information:

Contact Person: _____

Address: _____

Telephone No.: _____

Email: _____

NOTICE OF SOLICITATION

PUBLIC PROCUREMENT AUTHORITY

RFP NUMBER 1605

SOLICITATION FOR: FIREFIGHTING EQUIPMENT

Notice is hereby given that the Public Procurement Authority will accept sealed proposals for **FIREFIGHTING EQUIPMENT** at the address listed below, until **5:00 PM PST** on **DECEMBER 12, 2016**. Those proposals will be for the Public Procurement Authority and members of National Purchasing Partners Government Division (“NPPGov”) across the nation, including but not limited to governmental units incorporated by “ATTACHMENT H” of the Request for Proposal (RFP), WIPHE members identified in “ATTACHMENT G” of the RFP, as well as government units in all other states (collectively, “Participating Agencies”). Significant sales potential exists because the resulting Master Price Agreement for national proposers will include piggy backing language that permits use of the Master Price Agreement nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources and funds.

All Proposals must be signed, sealed and addressed to:

Mailing Address:

PPA FIREFIGHTING EQUIPMENT RFP #1605
Public Procurement Authority
c/o Heidi Arnold, Contract Manager
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

NOTE: THE PUBLIC PROCUREMENT AUTHORITY WILL NOT ACCEPT PROPOSAL ENVELOPES WITH INSUFFICIENT POSTAGE.

INQUIRIES:

PPA FIREFIGHTING EQUIPMENT RFP #1605
Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070

855-524-4572 or questions@ppa-or.gov

The solicitation documents may be reviewed at the office address listed above.

NOTE: PUBLIC PROCUREMENT AUTHORITY PUBLISHES NOTICES OF SOLICITATION IN THE OREGON DAILY JOURNAL OF COMMERCE, USA TODAY AND ONLINE AT www.ppa-or.gov, www.findrfp.com and www.nppgov.com

REQUESTS FOR PROPOSALS (RFP's) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT www.ppa-or.gov, www.findrfp.com and www.nppgov.com

PUBLIC PROCUREMENT AUTHORITY

FIREFIGHTING EQUIPMENT REQUEST FOR PROPOSAL

RFP NUMBER 1605

TABLE OF CONTENTS

SECTION:

- 1 INTENT
- 2 SCOPE OF WORK
- 3 SPECIAL TERMS & CONDITIONS
- 4 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION
- 5 EVALUATION AND POST SUBMISSION

ATTACHMENTS:

1. ATTACHMENT A-INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT
2. ATTACHMENT B – PROPOSER PROFILE WORKBOOK
3. ATTACHMENT C- SPECIFICATIONS
4. ATTACHMENT D – PRICING SCHEDULE
5. ATTACHMENT E – PROPOSAL EVALUATION FORM
6. ATTACHMENT F- OREGON REVISED STATUTES REQUIREMENTS
7. ATTACHMENT G – WIPHE RESPONSE FORM
8. ATTACHMENT H- ID AND OR STATE REQUIREMENTS
9. ATTACHMENT I – HAWAII STATE REQUIREMENTS

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR PROPOSAL

SOLICITATIONS FOR: **FIREFIGHTING EQUIPMENT**

1.0 INTENT:

1.1 GENERAL INTENT

The Public Procurement Authority (“PPA”) serves as the “Lead Contracting Agency” for this solicitation on behalf of its members, and as authorized by the PPA Intergovernmental Agreement, which is an agreement for intergovernmental cooperation among select local Oregon governments and recognized

under ORS Chapter 190. PPA, in association with the members of National Purchasing Partners, LLC dba NPPGov (hereinafter referred to as “NPPGov”), comprises a cooperative procurement group. NPPGov membership includes government entities, non-profit organizations across the nation, members of FireRescue GPO and Law Enforcement GPO, Hawaii, Idaho and Oregon local government units (ATTACHMENT H), and WIPHE members (ATTACHMENT G), as well as all other government units in all other states, as authorized under the terms of the Intergovernmental Cooperative Purchasing Agreement executed by all Lead Contracting and Participating Agencies (the foregoing list of entities hereinafter referred to as “Participating Agencies”). This procurement group is soliciting proposals from qualified companies (hereinafter referred to as “Proposer”) to enter into a Master Price Agreement for FIREFIGHTING EQUIPMENT.

The intent of this Interstate Cooperative Procurement Solicitation (hereinafter referred to as “Solicitation” or “RFP”) is to invite Proposers to submit a competitive pricing proposal offering FIREFIGHTING EQUIPMENT to PPA, which will then be made available to NPPGov members locally and nationwide; to reduce expenses by eliminating multiple requests for proposals and multiple responses by Vendors; and to obtain discounted pricing through volume purchasing. Significant sales potential exists because the Master Price Agreement will be used nationwide without the need for Participating Agencies to duplicate the formal solicitation process and expend staff resources. Preferably, the successful Proposer will provide its entire catalog of products and/or services in order that Participating Agencies who wish to access the Master Price Agreement may order a broad range of goods and services as needed.

With the exception of successful local Proposer(s) capable of servicing PPA and Participating Agencies within the state of Oregon, successful Proposer(s) should have a strong national presence for FIREFIGHTING EQUIPMENT for use by government agencies nationwide.

This Solicitation meets Oregon public contracting requirements and may not be appropriate under or meet Participating Agencies’ procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.

1.2 POTENTIAL MARKET

The PPA is publishing this RFP to create publicly awarded contracts for use by its members, which may also benefit the thousands of fellow members of NPPGov, FireRescue GPO and Law Enforcement GPO. These are nationwide programs representing member government agencies in all 50 states. We encourage each Proposer’s response to be a collaborative effort including manufacturer and distributor (when they are not the same company) to ensure nationwide contract utilization.

Proposer’s response should also take into consideration the considerable market potential for this Solicitation. Because the successful proposal will be incorporated into a nationwide purchasing program including thousands of local government participants, the PPA believes that contracts created from this Solicitation will provide vendors with a significant market advantage. Members of NPPGov, FireRescue GPO and Law Enforcement GPO and current vendors who participate in the program indicate the ability to shorten the sale cycle by eliminating the need to complete individual RFP processes is a significant advantage to participation.

The PPA believes that participation in the NPPGov purchasing program benefits both its Participating Agencies and successful Proposers. NPPGov engages with successful proposers who complete the Vendor Administration Agreement through a marketing and sales partnership. This partnership includes (but is not limited to) contract promotion to members, contract administration support to potential customers and live customer phone support.

1.3 REQUIREMENTS

1.3.1 The RFP and resulting Master Price Agreement are anticipated for use by the PPA’s government members, as well as other Participating Agencies across the nation. The PPA has entered into an Intergovernmental (interlocal) Cooperative Purchasing Agreement with other Participating

Agencies for the purpose of obtaining Master Price Agreements with various vendors. Interlocal cooperative purchasing agreements allow Participating Agencies to make purchases at the PPA's accepted proposal price, terms and conditions, provided that the Participating Agency has satisfied all of its local and state cooperative procurement requirements. By submitting a proposal, the Proposer(s) agrees to make the same proposal terms and price, exclusive of any possible rebates, incentives, freight and transportation fees, available to other Participating Agencies. The PPA and NPPGov will not incur any direct liability with respect to specifications, delivery, payment, or any other aspect of purchases by such Participating Agencies or nonprofit institutions. The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein and is available upon request — See Attachment A.

The successful Proposer must work directly with the Participating Agencies concerning the placement of orders, disputes, invoicing and payment. The PPA and NPPGov shall not be held liable for any costs or damages incurred by or as a result of the actions of the Vendor or any Participating Agency. Successful Proposers must comply with the state and local laws, rules and regulations in each state and locality where the product or service is provided.

- 1.3.2 Each Participating Agency shall execute a Participating Agency Endorsement and Authorization included in the Intergovernmental Cooperative Purchasing Agreement. While the terms of the Master Price Agreement shall govern the general pricing terms, each Participating Agency may request modification of the Master Price Agreement in accordance with each Participating Agency's state and/or local purchasing laws, rules, regulations and procedures, provided said modifications are not material changes. Each Participating Agency may, at its discretion, and upon written agreement by the Participating Agency and Successful Proposer, request additional legal and procedural provisions not included herein that the successful Proposer must adhere to if it wishes to conduct business with said Participating Agency using the Master Price Agreement.
- 1.3.3 NPPGov, FireRescue GPO and Law Enforcement GPO provide vendor exposure/marketing and contract utilization support for the successful Proposer's products and services. Successful Proposers servicing the awarded contract to Participating Agencies shall pay a Contract Administration Fee representing 1% percent of actual net sales under the Master Price Agreement as established in the NPPGov Vendor Administration Agreement (available upon request). Administration fee may not be listed or charged as a separate line item to users of the contract. The value of trade-ins or rebates shall not affect the amount of the administration fee paid to NPPGov. A portion of the 1% fee may be paid to the Western Fire Chiefs Association pursuant to agreements with NPPGov, Fire Rescue GPO, and Law Enforcement GPO for distribution to the relevant fire chiefs association where the purchase was made.

1.4 MULTIPLE AWARDS

Multiple awards may be granted to meet the requirements of this Solicitation provided that such awards are differentiated by product make and model, service, and/or distribution regions and capabilities of the successful Proposers. Specifically, the PPA may award separate contracts to Proposers in order to cover all local and national geographical markets, electronic purchasing capabilities, and products and services identified in this Request for Proposal, as well as the diverse and large number of Participating Agencies. The award of multiple contracts is to be determined upon receipt and review of all proposals, and based upon the general criteria provided herein. The PPA may solicit proposals from local qualified companies with or without a national presence provided that the successful Proposer is able to provide the PPA with the products and services requested. Multiple awards will ensure fulfillment of current and future requirements of the diverse and large number of Participating Agencies. In the event a local Proposer with no national distribution capabilities best meets the proposal selection criteria, multiple local and nationwide responsive proposals may be awarded simultaneously in the best interests of local commerce, compliance with local laws, and the Participating Agencies nationwide.

Proposers should be able to serve the needs of Participating Agencies on a national basis. However, this requirement shall not exclude local Proposers without a national presence that are capable of meeting the requirements of the PPA within the state of Oregon.

1.5 CONTRACT USAGE

The actual utilization of any Master Price Agreement will be at the sole discretion of PPA and the other Participating Agencies. It is the intent of this Request for Proposal and resulting Master Price Agreement that Participating Agencies may buy directly from Successful Proposers without the need for further solicitation. However, Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements as well as the need of further notice prior to utilizing the Master Price Agreement

1.6 BACKGROUND OF NPPGov

NPPGov, owned by two non-profit healthcare organizations, provides group purchasing opportunities and purchasing administrative support for governmental entities and nonprofit institutions within its membership. NPPGov's membership includes participating public and nonprofit entities across North America.

1.7 EQUAL OPPORTUNITY

The PPA encourages Minority and Women-owned Small Business Proposers to submit proposals.

1.8 QUALIFIED REHABILITATION FACILITIES

Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List pursuant to ORS 279.835 ORS 279.855. Please see www.OregonRehabilitation.org/qrf for more information.

2.0 **SCOPE OF WORK:**

2.1 REQUIREMENTS OF PROPOSERS SUBMITTING A RESPONSE:

Proposers must present clear and concise evidence indicating Proposer's ability to comply with the requirements stated herein and to provide and deliver the specified products and services to Participating Agencies.

2.1.1 PROPOSER COMMITMENTS

Each Proposer is required to commit to low pricing, and accurate and timely reporting to NPPGov pursuant to the reporting requirements identified in the NPPGov Vendor Administration Agreement (available upon request). In addition, successful Proposer(s) with a national presence must commit to marketing of the Master Price Agreement nationwide and that the sales force will be trained, engaged and committed to offering NPPGov pricing to member government agencies nationwide, including the opportunity for NPPGov to train the Vendor sales staff.

2.1.2 **PROPOSERS MUST COMPLETE "ATTACHMENT B" – PROPOSER PROFILE WORKBOOK".**

2.2 PRODUCTS AND SERVICES:

2.2.1 Provide a description of the FIREFIGHTING EQUIPMENT offered as set forth in ATTACHMENT C. The primary objective is for the Proposer(s) to provide the Proposer(s)'s

entire catalog of products and services (“catalog discount”) that are responsive to this RFP so that Participating Agencies may order a broad range of products and services as appropriate for their needs.

- 2.2.2 All products offered must be new, unused and most current product lines, unless otherwise clearly identified as remanufactured goods.
- 2.2.3 Describe any special programs that Proposer offers that shall improve the ability of the Participating Agencies to access the products, such as retail store availability, expedited delivery intervals, item sourcing, or other unique plans and services.
- 2.2.4 Additional Benefits: Proposer shall identify any other added value it offers to the Public Procurement Authority (“PPA”) and Participating Agencies (e.g. convenience cards, individual/member discounts, additional admin fee, etc.)

2.3 PRICING:

- 2.3.1 Pricing for the products and services may be based on “ATTACHMENT D” - PRICING SCHEDULE as follows:

- A A fixed percentage (%) off *marked price* based on the Proposer’s catalog or retail store price for each CATEGORY specified in ATTACHMENT D – PRICING SCHEDULE. Proposer shall identify the catalog used.

Option (A) is preferred. If option (A) is not feasible proposer may use option (B) provided Proposer includes a justification.

- B Alternatively, contract pricing may be based upon fixed prices (contingencies for economic price adjustments must be identified in the proposal), or a combination fixed percentage off and firm fixed prices. Proposer may offer additional discounts to PPA and Participating Agencies based on volume.

If proposers are responding with option “B”, proposers may request price increases based on manufacturer costs, cost of labor and/or materials that must be supported by appropriate documentation. If PPA agrees to the price modification, PPA may approve in writing, including electronic mail, without the need for a written amendment to the Master Price Agreement.

- 2.3.2 Proposers may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Proposer may provide a web-link with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Proposer may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.
- 2.3.3 Explain any additional pricing incentives that may be available such as large volume purchases, cash terms, or rebates to Participating Agencies. However, steeper discounts are preferred to rebates.
- 2.3.4 All pricing proposals shall clearly explain how freight and/or delivery costs are determined as described in ATTACHMENT D PRICING SCHEDULE herein.
- 2.3.5 If applicable, please describe any discounts offered to individual employees or volunteers of the PPA or a Participating Agency.

2.4 TAX:

Proposers shall strictly adhere to all federal, state and local tax requirements applicable to their operation, and to any contract or activity resulting from this Solicitation.

3.0 SPECIAL TERMS & CONDITIONS:

3.1 MASTER PRICE AGREEMENT TERM:

As a result of this Solicitation the successful Proposer(s) shall be awarded a Master Price Agreement for a three (3) year period. The Master Price Agreement may be extended up to a maximum of three (3) additional one (1) year periods.

3.2 MASTER PRICE AGREEMENT ACCESS PROVISIONS

Utilization of the Master Price Agreement will be at the discretion of the Public Procurement Authority (“PPA”) and Participating Agencies. The PPA shall be under no obligation to purchase off of the Master Price Agreement. Assuming all local competitive solicitation requirements have been met, Participating Agencies may purchase directly from the successful Proposer(s) without the need for further solicitation.

3.3 INDEMNIFICATIONS AND INSURANCE:

Indemnification and insurance requirements will vary based on the nature of the RFP. Proposer is responsible for submitting appropriate indemnification and insurance coverage as applicable.

3.3.1 Indemnification

The successful Proposer shall indemnify the PPA and NPPGov as specified in the Master Price Agreement.

3.3.2 Insurance Requirements.

Proposer(s), at Proposer(s)’s own expense, shall purchase and maintain the herein stipulated minimum insurance from a reputable company or companies duly licensed by the State of Oregon. In lieu of State of Oregon licensing, the stipulated insurance may be purchased from a company or companies that are authorized to do business in the State of Oregon, provided that said insurance companies meet the approval of the PPA.

Proposer(s)’s insurance shall be primary insurance with respect to the PPA, and any insurance or self-insurance maintained by the PPA shall not contribute to it.

Award of this Solicitation is contingent upon the required insurance policies and/or endorsements identified herein. The PPA shall not be obligated to review such policies and/or endorsements or to advise Proposer(s) of any deficiencies in such policies and endorsements, and such receipt shall not relieve Proposer(s) from, or be deemed a waiver of the PPA’s right to insist on strict fulfillment of Proposer(s)’s obligations under this RFP.

The insurance policies required by this RFP, except Workers’ Compensation, shall name the PPA, its agents, representatives, officers, directors, officials and employees as an Additional Insured.

The policies required hereunder, except Workers’ Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the PPA, its agents, representatives, officers, directors, officials and employees for any claims arising out of Proposer(s)’s work or service.

3.3.3 Commercial, automobile and workers' compensation insurance.

3.3.3.1 Commercial General Liability. Proposer(s) shall maintain Commercial General Liability Insurance (CGL) and, if necessary, Commercial Umbrella Insurance. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of the Master Price Agreement.

3.3.3.2 Automobile Liability. Proposer(s) shall maintain Automobile Liability Insurance and, if necessary, Commercial Umbrella Insurance. If hazardous substances, materials, or wastes are to be transported, MCS 90 endorsement shall be included.

3.3.3.3 Workers' Compensation and Employer's Liability. Proposer(s) shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Proposer(s)'s employees engaged in the performance of the work or services, as well as Employer's Liability insurance.

In case any work is subcontracted, Proposer(s) will require the SubProposer(s) to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of Proposer(s).

4.0 SCHEDULE, RESPONSE PREPARATION AND SUBMISSION

4.1 SCHEDULE OF EVENTS

4.1.1 Publication of Request for Proposal

Publication of this Solicitation conforms with ORS 279B, to include Public Notice by publication in a newspaper of general circulation in the area where the Public Procurement Authority ("PPA") is located no less than 30 days prior to the proposal due date, as well as posting of the Public Notice on the web site that typically posts Public Notices concerning the PPA.

Solicitation Notice Publications: October 26, 2016; November 2, 2016

4.1.2 Question and Answer period

The PPA will post questions and answers concerning this Solicitation no later than 14 days prior to the proposal due date. All questions shall be submitted in writing via email to Heidi Arnold, Contract Manager, at questions@ppa-or.gov. The PPA reserves the right to accept and answer questions after the question and answer period has expired. All questions and answers will be posted with the original solicitation on the PPA website at www.ProcurementAuthority.org.

4.1.3 Submission of Proposals

There will be no mandatory pre-proposal meeting. All questions must be submitted via email as directed above. If necessary, questions can be submitted in writing to Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 or questions@ppa-or.gov.

Close date: Deadline for submission of proposals is **5:00 PM PST, on December 12, 2016.** The PPA must receive all proposals before **5:00 PM PST** on the above closing date in the office of the Public Procurement Authority, c/o Heidi Arnold, Contract Manager, 25030 SW Parkway

Avenue, Suite 330, Wilsonville, OR 97070.

Approximate opening date: 9:00 AM PST on December 13, 2016 at the office of the Public Procurement Authority, c/o Heidi Arnold, 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070.

Proposal selection and negotiation: December 13, 2016 to January 16, 2017.

Approximate award date: February 1, 2017.

All responses to this Solicitation become the property of the PPA. Proposers should mark those aspects of the proposal that they consider trade secrets and exempt from public disclosure. The PPA will not be held accountable if parties other than the PPA obtain material from proposal responses without the written consent of the Proposer(s).

4.1.4 Withdrawal of Proposal

The Proposer(s) may withdraw its proposal at any time prior to the hour and date set for the receipt of proposals. Withdrawal will not preclude the submission of another proposal prior to the deadline.

4.2 REVIEW, INQUIRIES AND NOTICES:

4.2.1 **The solicitation documents may be reviewed in person at the following address:**

**Public Procurement Authority
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070**

All inquiries concerning information herein shall be addressed to:

**Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070**

Administrative telephone inquiries shall be addressed to:

Heidi Arnold, 855-524-4572

Email inquiries shall be addressed to:

questions@ppa-or.gov

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on the PPA.

4.2.2 Proposal Interpretation of the RFP Documents and Issuance of Addenda

If any Proposer(s) finds discrepancy in, or omissions from, or is in doubt to the true meaning of any part of the RFP document, he/she shall submit a written request for a clarification or interpretation thereof to:

**Public Procurement Authority
c/o Heidi Arnold
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070**

Any request for clarification or interpretation must be received at least ten (10) calendar days prior to the RFP closing date.

The PPA is not responsible for any explanation, clarification, interpretation, or approval made or given in any manner, except by addenda. Addenda, if necessary, will be issued not later than five (5) days prior to the RFP closing date by publication on the PPA's web site and NPPGov website.

Oral interpretations or statements cannot modify the provisions of this Request for Proposal. If inquiries or comments by Proposers raise issues that require clarification by the PPA, or the PPA decides to revise any part of this Request for Proposal, addenda will be published and provided to all persons who receive the Request for Proposal. Receipt of an addendum must be acknowledged by signing and returning it with the proposal.

4.3 INSTRUCTIONS FOR PREPARING AND SUBMITTING PROPOSALS:

Proposers are to provide two (2) hard copies and two (2) electronic copies of the complete proposal. Each electronic copy is to be submitted on a USB flash drive with the core response in a file less than 10 MB, when possible. Electronic files may be used by the Evaluation Committee so they should be organized and named in an easy to understand manner. Proposers are to address proposals identified with return address, RFP number and title in the following manner:

**PPA FIREFIGHTING EQUIPMENT RFP #1605
Public Procurement Authority
c/o Heidi Arnold, Contract Manager
25030 SW Parkway Ave.
Suite 330
Wilsonville, OR 97070**

All prices shall be held firm for a period of sixty (60) days after the Solicitation closing date. Any Proposer may withdraw its proposal if a Master Price Agreement has not been executed within sixty (60) days from the RFP closing date.

4.4 EXCEPTIONS AND DEVIATIONS TO THE RFP

The Proposer shall identify and list all exceptions taken to all sections of this RFP and list these exceptions, referencing the section (paragraph) where the exception exists and stating the proposed revision. The Proposer shall list these exceptions under the heading, "Exception to the Solicitation, RFP Number 1605." Exceptions not listed under the heading "Exception to the Solicitation, RFP Number 1605." shall be considered invalid. The PPA reserves the right to reject exceptions, render the proposal non-responsive, enter into negotiation on any of the Proposer exceptions, or accept any or all exceptions.

The Proposer shall detail any and all deviations from specifications, if any, contained in this Solicitation and Attachments, as requested. The PPA may accept or reject deviations, and all PPA decisions shall be final.

4.5 RESPONSE FORMAT AND CONTENT:

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are

to be submitted in binders and have sections tabbed as follows:

- 4.5.1 Letter of Transmittal
- 4.5.2 Table of Contents
- 4.5.3 Short introduction and executive summary. This section shall contain an outline of the general approach utilized in the proposal.
- 4.5.4 The proposal should contain a statement of all of the programs and services proposed, including conclusions and generalized recommendations. Proposals should be all-inclusive, detailing the Proposer's best offer. Additional related services should be incorporated into the proposal, if applicable.
- 4.5.5 Qualifications – This section shall describe the Proposer's ability and experience related to the programs and services proposed.
- 4.5.6 Exceptions to the Solicitation, RFP Number 1605.
- 4.5.7 PRICING SCHEDULE (“ATTACHMENT D”).
- 4.5.8 PROPOSER PROFILE WORKBOOK (“ATTACHMENT B”).
- 4.5.9 Complete, Current Catalog Pricing shall be submitted on a USB flash drive.
- 4.5.10 Format Proposal to specifically address each individual sub-section and sub-set of the SCOPE OF WORK (Section 2.0).
- 4.5.11 Signed Addenda, if any.
- 4.5.12 Proposal Final Certification.

5.0 EVALUATION AND POST SUBMISSION

5.1 EVALUATION OF PROPOSAL – SELECTION FACTORS:

A Proposal Evaluation Committee will be appointed by the Public Procurement Authority (“PPA”) on behalf of its membership to evaluate each Proposal and prepare a scoring of each Proposal. Each Proposal received and reviewed shall be awarded points under each criterion solely on the judgment and determination of the Evaluation Committee and the PPA. There is a maximum score of 500 points and Proposer's average total score must be at least 200 points for consideration of an award. Proposals will be evaluated on the following criteria and further defined in the Proposal Evaluation Form (ATTACHMENT E) utilizing the point system indicated on the form:

- 1) Pricing 2) Product Line (within each category) 3) Marketing 4) Customer Service 5) Coverage 6) Proven Experience & References 7) Conformance

At the PPA's discretion, Proposers may be invited to make presentations to the Evaluation Committee. PPA reserves the right to make multiple awards to meet the national membership needs of this Solicitation.

5.1.1 Additional criteria/preferences that are not necessarily awarded points.

- 5.1.1.1 Pursuant to ORS 279A.125, Lead Contracting Agency shall give preference to the procurement of goods manufactured from recycled materials.

- 5.1.1.2 Pursuant to ORS 279A.120, Lead Contracting Agency shall give preference to goods and services that have been manufactured or produced within the State of Oregon if price, fitness, availability and quality are otherwise equal; and the Lead Contracting Agency shall add a percent increase to the proposal of a nonresident Proposer equal to the percent, if any, of the preference given to the Proposer in the state in which the Proposer resides. All Proposers shall identify the state to which it is a resident bidder.
- 5.1.1.3 Lead Contracting Agency shall consider proposals for printing, binding and stationary work in accordance with ORS 282.210, incorporated herein by this reference.
- 5.1.1.4 Proposer shall comply with all federal, state and local laws applicable to the work under the Master Price Agreement awarded as a result of this Solicitation, including, without limitation, the provisions of ORS 279A and ORS 279B, including those provisions set forth on "ATTACHMENT F", attached hereto and incorporated herein by this reference.
- 5.1.1.5 Pursuant to Section 1.7, the Lead Contracting Agency encourages Minority and Women-owned Small Business Proposers to submit proposals.

5.2 RIGHT OF PUBLIC PROCUREMENT AUTHORITY TO AWARD OR REJECT PROPOSALS

- 5.2.1 The Request for Proposal does not commit the PPA to award a Master Price Agreement for the products or services specified within the Request for Proposal document. The PPA may cancel the procurement or reject any or all proposals in accordance with ORS 279B.100. Under no circumstance will the PPA pay the costs incurred in the preparation of a response to this request.
- 5.2.2 The PPA reserves the right to:
 - 5.2.2.1 Accept or reject any or all proposals received as a result of the Request for Proposals;
 - 5.2.2.2 Negotiate any contractual terms and conditions with any qualified Proposer(s);
 - 5.2.2.3 Accept a proposal and subsequent offers for a Master Price Agreement from other than the lowest cost proposer;
 - 5.2.2.4 Waive or modify any irregularities in proposals received after prior notifications to the Proposer(s).
- 5.2.3 The award, if there is one, will be made to that Proposer(s) who is determined to be the most qualified, responsible and responsive within a competitive price range based upon the evaluation of the information furnished under this RFP.

5.3 PROTEST PROCESS

A prospective Proposer may protest the procurement process of the Solicitation for an Agreement solicited under ORS 279B. Before seeking judicial review, a prospective Proposer must file a written protest with the PPA and exhaust all administrative remedies. Written protests must be delivered to the PPA at 25030 SW Parkway Avenue, Suite 330, Wilsonville, OR 97070 not less than ten (10) days prior to the date upon which all proposals are due. The written protest shall contain a statement of the desired changes to the procurement process or Solicitation document that the protester believes will remedy the conditions upon which the protest is based. The PPA shall consider the protest if it is timely filed and meets the conditions set forth in ORS 279B.405. The PPA shall respond pursuant to ORS 279B.405. If the PPA upholds the protest, in whole or in part, the PPA may in its sole discretion either issue an Addendum reflecting its disposition or cancel the procurement or solicitation. The PPA may extend the due date of proposals if it determines an extension is necessary to consider and respond to the protest.

A Proposer may protest the Award of the Contract, or the intent to Award the Contract, if the conditions set forth in ORS 279B.410 are satisfied. Judicial review of the protest and the PPA's decision shall be governed by ORS 279B.415.

5.4 NON-ASSIGNMENT

If a Master Price Agreement is awarded, Proposer shall not assign the Agreement in part or in total.

5.5 POST AWARD MEETING:

The successful Proposer(s) may be required to attend a post-award meeting with the PPA to discuss the terms and conditions of the Master Price Agreement.

5.6 PROPOSAL FINAL CERTIFICATION

The Proposer must certify the following:

a) I hereby certify that the Proposal contained herein fully and exactly complies with the instruction for proposers and specifications as they appear in this Notice of Solicitation.

b) I hereby further certify that I am authorized by the Board of Directors or Corporate Officers of the Corporation to sign the Requests for Proposals and proposals in the name of the corporation listed below:

Proposer Name: _____

Signature: _____

Name Typed: _____ Title: _____

Proposer is a resident bidder of the state of _____

Date: _____

ATTACHMENT A

INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

(The Intergovernmental Cooperative Purchasing Agreement is not attached hereto, but the current version is available upon request from the Lead Public Agency)

(The Intergovernmental Cooperative Purchasing Agreement is incorporated by reference herein)

ATTACHMENT B

Proposer Profile Workbook to be completed by all responders as directed herein (fillable form available upon request)

- 1.0 General questions** (*Section 1.1 only to be completed by vendors with a national presence; i.e. vendors with a sales territory in 25 states or more*).
- 1.1 The “Yes” or “No” questions below are to help evaluators familiarize themselves with national vendors. Circle “Yes” or “No” as it applies to your company.
- ✓ Do you have a national sales force adequate in size to meet the demands of multiple agencies and their unique needs for the products and services listed herein?
Yes or No
 - ✓ Do you have a national distribution network that will support sales resulting from this RFP?
Yes or No
 - ✓ Can you provide product availability to meet the requirements for materials and services listed herein for government and nonprofit agencies nationwide in a timely manner?
Yes or No
 - ✓ Does your company have the ability to provide toll-free telephone/fax access, and an online presence?
Yes or No
 - ✓ Can you provide a single point of contact (National Account Manager) to interact with the lead agency and NPPGov staff?
Yes or No
 - ✓ Are you a strong competitor in the industry with a minimum of three consecutive years of demonstrated success in all business practices and pursuits?
Yes or No
- 1.2 Additional Information:
- 1.2.1 Provide at least three references of government agencies within the United States that have purchased products/services from Proposer similar to those specified in this solicitation within the last year. If proposed products/services are new to market, please use most similar business references available. Include:
 - 1.2.3.1.1 Agency name and address
 - 1.2.3.1.2 Contact name, phone and email
 - 1.2.3.1.3 Description of products/services sold and date.
 - 1.2.3.1.4 PPA may use other information, however learned, in evaluation of the response.
 - 1.2.2 OPTIONAL: If a Dun and Bradstreet Comprehensive Report (or similar) for your company is available, please submit it with your response.
 - 1.2.3 OPTIONAL: Attach any case studies, white papers and/or testimonials supporting your company and products/services.

2.0 ABOUT PROPOSER:

- 2.1 Complete Exhibit 1

2.2 Complete the following table

2.2.1 State of incorporation:	
2.2.2 Federal Tax Identification Number:	
2.2.3 If applicable to the product(s) and/or service(s), describe the Proposer's ability to conduct E-commerce. [Insert response in box below]	
2.2.4 Describe Proposer's system for processing orders from point of customer contact through delivery and billing. [Insert response in box below]	
2.2.5 Describe Proposer's ability to provide detailed electronic reporting of quarterly sales correlated with NPP member ID numbers of Participating Agency purchases as set forth in Addendum A to Vendor Administration Agreement (VAA), a copy of which is available upon request from the PPA. [Insert response in box below]	
2.2.6 Describe the capacity of Proposer to meet Minority and Women Business Enterprises (MWBE) preferences, which may vary among Participating Agencies. [Insert response in box below]	
2.2.7 Proposer acknowledges compliance with Davis Bacon wage requirements where labor is concerned by indicating "yes" or "no" below.	

3.0 DISTRIBUTION SYSTEM:

3.1 Describe distribution of products and services available in Proposer's response through Proposer's distribution system (including Alaska and Hawaii), including any limitations. [Insert response in box below]
3.2 Provide Proposer's shipping and delivery policy, including standard delivery time and any options and costs for expedited delivery and return policies. [Insert response in box below]

3.3 Third party and/or subcontracting may be allowed. If applicable, detail the sub-contracting process (ordering, shipment, invoicing, billing) for those products not carried in Proposer's distribution center. Alternatively, if proposer utilizes a third party ordering, shipment, invoicing or billing partner, please describe in detail. [Insert response in box below]
3.4 What is Proposer's backorder policy? Is your policy to classify as "immediate or cancel" (requiring the Participating Agency to reorder if item is backordered) or "good until cancelled"? [Insert response in box below]

4.0 MARKETING:

4.1 Outline Proposer's plan for marketing the Products and Services to the Participating Agencies on a local and national basis. Include any marketing incentives such as committed dollars for advertising, conferences/travel and custom marketing materials. [may attach marketing plan or insert response in box below]
4.2 Explain how Proposer will educate its local and national sales force about the use of the Master Price Agreement. [Insert response in box below]

5.0 Proposer point of contact (POC) who will administer, coordinate, and manage this program with NPP and the Public Procurement Authority.

Contact Person:		Title:	
Mailing Address:			
City:		State & Zip:	
Email Address:			
Phone #:		Fax #:	
* Attach current resume of National Account Manager that will be the POC managing this contract.			

6.0 CUSTOMER SUPPORT SERVICES:

Explain Proposer's policy regarding each of the following if applicable to product(s) and/or service(s):

6.1 Auditing for order completeness. [Insert response in box below]

6.2 Replacement policy (i.e., damaged or defective goods). [Insert response in box below]						
6.3 Minimum order requirement (e.g., Individual item vs. case lot). [Insert response in box below]						
6.4 Customer service hours/days of operation [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.5 Special Orders. [Insert response in box below]						
6.6 Post sale services issues. [Insert response in box below]						
6.7 Repair services, including repair warranty programs, if any. Proposer shall identify, where applicable, authorized factory repair facilities that will honor the warranty of items on contract. [Insert response in box below]						
6.8 Technical support services Proposer provides. [Insert response in box below]						
6.9 Product substitution policy. [Insert response in box below]						
6.10 Identify trade-in program criteria (if applicable). [Insert response in box below]						
6.11. After hours service (including weekends and holidays) [Insert response in boxes below]						
Monday:	Tuesday:	Wednesday:	Thursday:	Friday:	Saturday:	Sunday:
6.12 Shipment tracking. [Insert response in box below]						
6.13 Back order tracking process. [Insert response in box below]						

6.14 Return Item process, including any/all associated fees (e.g., restocking, shipping, turnaround time on returns). [Insert response in box below]
6.15 Electronic billing. [Insert response in box below]
6.16 Explain how Proposer will resolve complaints, issues, or challenges. [Insert response in box below]
6.17 Other services not already covered. [Insert response in box below]

7.0 DELIVERY AND FREIGHT CHARGES:

7.1 Identify delivery and/or shipping costs or provide a shipping rate schedule based on weight, item, and/or destination for <u>all items ordered</u> within the continental U.S. (and Hawaii/Alaska) The Proposer shall identify all exceptions to this shipping rate schedule. [Insert response in box below]
7.2 Identify policy for transfer of product ownership (delivery) and damage/issue resolution. [Insert response in box below]
7.3 Per Attachment I, Proposer acknowledges that F.O.B Destination with all transportation and handling charges paid by the Proposer will be offered when doing business with agencies in the State of Hawaii. Additionally, responsibility and liability for loss or damage will remain with Proposer until final inspection and acceptance when responsibility will pass to the buyer. [Insert response in box below]

**Exhibit 1
FIREFIGHTING EQUIPMENT Coverage**

**FIREFIGHTING EQUIPMENT
RETAIL, DISTRIBUTION AND SERVICE/SUPPORT LOCATIONS**

	Number of retail stores in each state? (leave blank for none)	Number of distribution centers in each state? (leave blank for none)	Number of support locations in each state? (leave blank for none)
ALABAMA			
ALASKA			
ARIZONA			
ARKANSAS			
CALIFORNIA			
COLORADO			
CONNECTICUT			
DELAWARE			
FLORIDA			
GEORGIA			
HAWAII			
IDAHO			
ILLINOIS			
INDIANA			
IOWA			
KANSAS			
KENTUCKY			
LOUISIANA			
MAINE			
MARYLAND			
MASSACHUSETTS			
MICHIGAN			
MINNESOTA			
MISSISSIPPI			
MISSOURI			
MONTANA			
NEBRASKA			
NEVADA			
NEW HAMPSHIRE			
NEW JERSEY			
NEW MEXICO			
NEW YORK			
NORTH CAROLINA			
NORTH DAKOTA			
OHIO			
OKLAHOMA			
OREGON			

PENNSYLVANIA			
RHODE ISLAND			
SOUTH CAROLINA			
SOUTH DAKOTA			
TENNESSEE			
TEXAS			
UTAH			
VERMONT			
VIRGINIA			
WASHINGTON			
WEST VIRGINIA			
WISCONSIN			
WYOMING			

THIS FORM MUST BE SIGNED AND RETURNED WITH SOLICITATION RESPONSE

Exhibit 2

Declaration of Non Collusion

The undersigned does hereby declare that there has been no collusion between the undersigned, the Public Procurement Authority, and National Purchasing Partners, and in further support of said Declaration, states as follows:

The person, firm, association, co-partnership or corporation herein named has not, either directly or indirectly, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding or solicitation in the preparation and submission of a proposal to the Public Procurement Authority for consideration in the award of a contract or Master Price Agreement negotiated as a result of this Request for Proposal.

DATED this _____ day of _____, _____.

(Name of Firm)

By: _____
(Authorized Signature)

Title: _____

ATTACHMENT C SPECIFICATIONS

FIREFIGHTING EQUIPMENT

These specifications are intended to cover the complete range of Firefighting Equipment. Several categories and sub-categories are included below but are in no means intended to limit the proposer to responding to just these categories if there are other related products and services that Proposer would like to be considered for the award. Proposers should respond with pricing for all products and services they wish to be considered in the evaluation for a possible award and master price agreement.

The following categories are provided to indicate the intended extent of the RFP but do not necessarily represent the format of the Proposer's response. Proposers may combine any and all categories and elements in a format that is most appropriate to represent their business in their response.

Proposers should indicate if there is any individual contract/pricing available to employees and volunteers of government and/or non-profit organizations, as well as if there is any required relationship to a corporate/organizational contract or account for employees and volunteers to access the individual contract/pricing.

NOTE: Proposers are not required to respond to all categories. Proposals will only be evaluated based on the categories to which they respond.

CATEGORY 1: **FIREFIGHTING EQUIPMENT:** Including but not limited to thermal imaging cameras, axe holders, boots, clothing, accessories, eye protection/goggles, fans, generators, flashlights, fire helmets, decals, gear bags, gloves, tool pouches, wildland fire gear, etc.

CATEGORY 2: **FIREFIGHTING ATTACK TOOLS:** Including but not limited to axes, Halligan bars, chain and/or rescue saws, shovels, forcible entry tools, rescue tools, etc.

CATEGORY 3: **EXTRACTION TOOLS AND SUPPLIES:** Including but not limited to (hydraulic, manual or electric): cribbing, cutters, blankets, spreaders, combo tools, rams, rapid stabilization struts, etc. Gas or electric powered equipment may be offered.

CATEGORY 4: **SEARCH AND RESCUE EQUIPMENT:** Including but not limited to thermal imaging equipment, gas detection and monitoring equipment, hardware, ladders, bailout systems, rescue straps, rope, rope bags, utility items, etc.

CATEGORY 5: **FIREFIGHTING AND FIREFIGHTER TRAINING:** Including but not limited to books, videos, CPR manikins, on-site instructional classes, remote/web based instructional classes, etc. On-site training requiring travel

charges must be identified and quoted prior to Member acceptance or commitment to training class. All travel, lodging, and per diem charges should be included in pricing.

- CATEGORY 6: HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT:** Including but not limited to air bags, covert HAZ-MAT back packs, emergency equipment staging areas, staging kits, team kits, etc.
- CATEGORY 7: FIRE EXTINGUISHERS:** Including but not limited to handheld, portable, wheeled (cart mounted). Class A, B, C, D, K, or a combination of classes; stored pressure or cartridge-type; household, industrial, and/or automotive applications, etc.
- CATEGORY 8: FIREFIGHTING FOAM:** Including but not limited to low expansion (between 2 to 1 and 20 to 1), medium expansion (between 20 to 1 and 200 to 1), high expansion (above 200 to 1), synthetic agents, protein agents, foam equipment, etc.
- CATEGORY 9: FIREFIGHTING (MUNICIPAL) HOSES:** Including but not limited to firefighting hose accessories (attack, supply line, soft suction, piston intake valves, nozzles, wyes, etc.), All firefighting hoses shall be NFPA compliant for service pressure test, proof/acceptance test pressure, burst pressure, and operating/working pressure. Certificates of testing shall be provided to Member upon request. Firefighting hoses shall be warranted from manufacturer defects for ten (10) years. Contract vendor shall provide Member all instruction manuals, maintenance manuals, user guide information for all firefighting hose products in Member orders.
- CATEGORY 10: FIRE PUMPS:** Including but not limited to Portable Pumps, Skid Units, Compressed Air Foam Systems (CAFS), etc.
- CATEGORY 11: FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DEPARTMENT RELATED ITEMS:** Including but not limited to apparel (personal, firefighter, and departmental), hats, T-shirts, shirts, pins, name bars, collar pins, ties, lapel accessories, stationary items, calendars, business cards, promotional materials (watches, mugs, glassware, pins, giveaways, awareness items), personalized firefighter/departmental apparel and accessories, firefighter literature (books, magazines, periodicals, and e-books), firefighter badges (Custom, special, and member provided designs. Contract vendor shall be capable of supplying as few as one or as many as a full recruit class or departmental staff within the stated delivery period), etc.
- CATEGORY 12: OTHER:** Other FIREFIGHTING AND FIREFIGHTER EQUIPMENT not included in other categories.
- CATEGORY 13: MAINTENANCE, SERVICE AND TESTING:** Any services and options related to the maintenance, service and testing of products and equipment offered in any of the categories.

ATTACHMENT D PRICING SCHEDULE

The intent is for each Proposer to submit their complete product line so that Participating Agencies may order a wide array of products and services as appropriate for their needs. Proposer is encouraged but is not required to respond to all categories. Proposer may suggest additional categories and sub-categories as applicable. Proposer may subcontract items Proposer does not supply.

The Proposer should not necessarily limit the proposal to the performance of the services in accordance with this document but should outline any additional services and their costs if the Proposer deems them necessary to accomplish the program.

Pricing and resulting relative discount to PPA and NPPGov membership shall be clearly delineated on each proposal. Contract admin fee (established in the "Requirements" Section of the RFP) may not be listed or charged as a separate line item to users of the contract. Contract pricing shall be based upon:

- 1) Fixed discount(s) off published price list(s) or catalog(s)
- 2) Firm fixed price with economic adjustment (contingencies for economic price adjustments must be identified in the proposal)
- 3) A combination of the above.

EXAMPLE

FIREFIGHTING EQUIPMENT PRICING SCHEDULE	
Product Category	Percentage (%) off List Price* (<i>OR</i> fixed price if % off pricing is not available)
FIREFIGHTING EQUIPMENT	
FIREFIGHTING ATTACK TOOLS	
EXTRACTION TOOLS AND SUPPLIES	
RESCUE EQUIPMENT	
FIREFIGHTING AND FIREFIGHTER TRAINING	
HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT	
FIRE EXTINGUISHERS	
FIREFIGHTING FOAM	
FIREFIGHTING (MUNICIPAL) HOSES	
FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DEPARTMENT RELATED ITEMS	
OTHER	

* Identify source of list price and publication date or expiration date.

Options

Proposers shall provide pricing on all options, modifications, and accessories in a format that best represents their product line and pricing structure. This may include specific pricing for some options and may also include general pricing/discounts for categories of options. Proposer may also indicate availability and pricing of all other non-specified options. The intent is to provide proposers the opportunity to present as much product as possible in the format that fits within their individual formatting needs so that the resulting award allows PPA and NPPGov members the greatest number of procurement options.

Miscellaneous

Proposers should include any applicable pricing information related to Section 2.3 of the RFP including but not limited to: large volume purchases, cash terms, rebates, freight/delivery costs and individual discounts.

ATTACHMENT E PROPOSAL EVALUATION FORM

Proposals will be evaluated using a two-step process.

The first step evaluates the responsiveness of the proposer and determines 1) if the proposer is deemed fully responsive enabling the proposal to move to the second step and 2) if the proposal will be evaluated as a local response (within the State of Oregon) or a national response (covering the entire U.S. or a large region of the U.S.).

The second step of the evaluation process will only occur with proposals deemed fully responsive from the first step. The second step fully evaluates the proposers response based on the criteria found in the proposal evaluation form.

STEP 1
Proposal Responsiveness

Component	YES	NO
Submitted on time		
Proposal signed		
Completed Proposer Workbook		
Included pricing structure		
Included references		
Deemed Fully Responsive	YES	NO
Categorized as Local or National	Local	National

Proposal Evaluation Form

STEP 2

Full Evaluation of Proposal

Point Value Definitions

- 5- Excellent – Substantially exceeds requirements
- 4-Very Good- Meet all requirements
- 3- Good – Meets most requirements
- 2- Satisfactory – Minimally meets requirements
- 1- Unsatisfactory – Requirements essentially not met
- 0- No Response provided

Component Evaluated	Weight	Possible Points (0-5)	Total Points (Weight x PP)	Evaluator's Comments
<u>Pricing</u> : Product price analysis and discounts proposed including favorable pricing for cooperative purchasing	25			Comments:
<u>Product Line (by category)</u> : Breadth, variety, quality of product line and warranties available.	15			Comments:
<u>Marketing</u> : The Proposer's marketing plan to promote the resulting contractual agreement and ability to incorporate use of agreement in their sales system throughout indicated coverage region.	15			Comments
<u>Customer Service</u> : Support dedicated to Lead Contracting and Participating Agencies. Ability to conduct e-commerce and meet promised delivery timelines. Additional services offered.	15			Comments:

<u>Coverage:</u> Ability to provide products and services for indicated coverage region including distribution, retail & service facilities, coordination of manufacturer and distribution, and staff availability. <i>*Note Exhibit 1 from PPW</i>	15			Comments:
<u>Proven Experience & References:</u> Proposer's success in providing products and services in a timely manner including Past Performance Information (PPI) review.	10			Comments:
<u>Conformance:</u> Completeness of proposal and the degree to which the Proposer responds to the terms and all requirements of the RFP requirements and specifications.	5			Comments:
<u>TOTAL</u>	100			General Comments:

Name of Evaluator _____

Signature _____

Date _____

ATTACHMENT F

OREGON REVISED STATUTES (AS MAY BE AMENDED) REQUIREMENTS

Successful Proposer (Contractor) shall comply with the requirements of this ATTACHMENT F to the extent required by any applicable federal or state law.

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the performance of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor.
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract.
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the PPA or any Participating Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted.
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167
- (5) If Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the PPA or any Participating Agency may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the PPA or any Participating Agency is unable to determine the validity of any claim for labor or material furnished, the District may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, co-partnership, association, or corporation, furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- (7) In a contract for personal services, contractor shall pay employees at least time and half for all overtime worked in excess of 40 hours in any one week under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq.*). In contracts for services, contractors shall pay employees at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020(1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.
- (8) The Contractor must give notice in writing to employees who work on this contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work.
- (9) All subject employers working under the contract are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126.
- (10) All sums due the State Unemployment Compensation Trust Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid.
- (11) The contract may be canceled at the election of PPA for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.

- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women, emerging small business enterprises certified under ORS 200.055, or business enterprises owned or controlled by or that employ a disabled veteran in obtaining any required subcontractors.

ATTACHMENT G
WIPHE RESPONSE FORM

THIS FORM MUST BE RETURNED WITH SOLICITATION RESPONSE

Vendor servicing Washington State AGREES to sell items included in this solicitation to WIPHE institutions at prices offered, unless otherwise noted below:

_____ **DOES NOT** agree to sell to WIPHE Institutions.

_____ **AGREES** to sell to WIPHE Institutions at same prices and discounts, with the following exceptions: (attach additional pages as necessary)

Vendor must state geographic areas or specific institution(s) listed below within the State of Washington that are EXCLUDED from the contract(s) resulting from this solicitation:

Washington Institutions of Public Higher Education (WIPHE). See list on following page.

If Vendor agrees to sell to the WIPHE Institutions, a WIPHE Contract number will be assigned and the information will be reported to the Council of Presidents. The Council of Presidents notifies all the other schools when a WIPHE contract has been awarded and a master list will be maintained and the WIPHE website updated. WIPHE shall determine, at its absolute discretion, whether it shall accept and/or utilize the contract resulting from the Request for Proposal

Washington Institutions of Public Higher Education (WIPHE)

FOUR-YEAR UNIVERSITIES

CENTRAL WASHINGTON UNIVERSITY	GRAYS HARBOR College
EASTERN WASHINGTON UNIVERSITY	GREEN RIVER Community College
THE EVERGREEN STATE COLLEGE	HIGHLINE Community College
UNIVERSITY OF WASHINGTON	LAKE WASHINGTON Technical College
WASHINGTON STATE UNIVERSITY	LOWER COLUMBIA College
WESTERN WASHINGTON UNIVERSITY	OLYMPIC College
COMMUNITY AND TECHNICAL COLLEGES:	PENINSULA College
BATES Technical College	PIERCE College
BELLEVUE Community College	RENTON Technical College
BELLINGHAM Technical College	SEATTLE CENTRAL Community Colleges
BIG BEND Community College	SHORELINE Community College
CASCADE Community College	SKAGIT Valley College
CASCADIA College	SOUTH PUGET SOUND Community College
CENTRALIA College	SPOKANE Community Colleges
CLARK College	STATE BOARD for Technical & Community Colleges
CLOVER PARK Technical College	WENATCHEE Valley College
COLUMBIA BASIN College	YAKIMA Valley Community College
EDMONDS Community College	WHATCOM Community College
EVERETT Community College	

Miscellaneous local agencies within Washington State*

ADAMS COUNTY	BENTON COUNTY PUD
PUYALLUP SCHOOL DIST 3	BENTON FRANKLIN COUNTY
KITSAP COUNTY	BENTON FRANKLIN PRIVATE INDUST CNCL
FIFE SCHOOL DIST 417	BENTON PORT OF
RIVERVIEW SCHOOL DIST 407	BETHEL SCHOOL DISTRICT 403
GONZAGA UNIVERSITY	BIG BROTHERS BIG SISTERS OF KING CO
PLANNED PARENTHOOD OF WESTERN WASHINGTON	BIRCH BAY WATER & SEWER DISTRICT
SNOHOMISH COUNTY	BLANCHET SCHOOL DISTRICT
MASON COUNTY	BREMERTON KITSAP CO HEALTH DISTRICT
FEDERAL WAY SCHOOL DIST	BREMERTON PORT OF
SPOKANE COUNTY	BREMERTON SCHOOL DISTRICT 100
ISSAQUAH SCHOOL DIST 411	BURLINGTON EDISON SCHOOL DIST 100
ADAMS COUNTY FIRE DISTRICT	CANCER RESEARCH AND BOISTATISTICS
ADAMS COUNTY HEALTH DISTRICT	CASCADE BLUE MT FD SHR
AFFILIATED HEALTH SERVICES	CASCADE IRRIGATION DISTRICT
ALDERWOOD WATER DISTRICT	CASHMERE SCHOOL DISTRICT 222
ANACORTES PORT OF	CATHOLIC COMM SVCS OF KING CO
ANACORTES SCHOOL DISTRICT 103	CENTRAL KITSAP SCHOOL DISTRICT 401
ANNAPOLIS WATER DISTRICT	CENTRAL WAS COMP MENTAL HEALTH
ASOTIN COUNTY	CENTRALIA SCHOOL DISTRICT 40
AUBURN SCHOOL DISTRICT 408	CHEHALIS SCHOOL DISTRICT 302
BAINBRIDGE IS SCHOOL DISTRICT 303	CHELAN COUNTY
BAINBRIDGE ISLAND FIRE DEPARTMENT	CHELAN COUNTY COMMUNITY HOSPITAL
BAINBRIDGE ISLAND PARKS	CHELAN COUNTY FIRE DISTRICT
BATTLE GROUND SCHOOL DISTRICT 119	CHELAN COUNTY PUD 1
BELLEVUE SCHOOL DISTRICT 405	CHELAN DOUGLAS COUNTY HEALTH DIST
BELLINGHAM PORT OF	CHENEY CARE CENTER
BELLINGHAM SCHOOL DISTRICT 501	CHILD CARE RESOURCE & REFERRAL
BENTON COUNTY	CHILDRENS THERAPY CENTER
BENTON COUNTY FIRE DISTRICT	CHIMACUM SCHOOL DISTRICT 49
	CLALLAM COUNTY

CLALLAM COUNTY FIRE DISTRICT
CLALLAM COUNTY HOSPITAL DISTRICT
CLALLAM COUNTY PUD
CLARK COUNTY
CLARK COUNTY FIRE DISTRICT
CLARK COUNTY PUD
CLE ELUM-ROSLYN SCHOOL DISTRICT 404
CLOVER PARK SCHOOL DISTRICT 400
CNTRL WHIDBEY FIRE & RESCUE
COAL CREEK UTILITY DISTRICT
COALITION AGAINST DOMESTIC VIOLENCE
COLUMBIA COUNTY
COLUMBIA IRRIGATION DISTRICT
COLUMBIA MOSQUITO CONTROL DISTRICT
COMMUNITY CHRISTIAN ACADEMY
COMMUNITY PSYCHIATRIC CLINIC
COMMUNITY TRANSIT
CONFEDERATED TRIBES OF CHEHALIS
CONSOLIDATED DIKING IMPROVEMENT DIST
CONSOLIDATED IRRIGATION
COWLITZ COUNTY
COWLITZ COUNTY FIRE DISTRICT
COWLITZ COUNTY PUD
CROSS VALLEY WATER DISTRICT
DAYTON SCHOOL DISTRICT 2
DOUGLAS COUNTY
DOUGLAS COUNTY FIRE DISTRICT
DOUGLAS COUNTY PUD
DRUG ABUSE PREVENTION CENTER
E COLUMBIA BASIN IRRIGATION DIST
EAST WENATCHEE WATER
EATONVILLE SCHOOL DIST 404
EDMONDS SCHOOL DISTRICT 15
EDUCATIONAL SERVICE DIST 114
EDUCATIONAL SERVICE DISTRICT 113
ELLENSBURG SCHOOL DIST 401
ENUMCLAW SCHOOL DIST
EVERETT PORT OF
EVERETT PUBLIC FACILITIES DIST
EVERGREEN MANOR INC
EVERGREEN SCHOOL DIST 114
FEDERAL WAY FD
FERRY COUNTY
FERRY COUNTY PUBLIC HOSPITAL
FERRY OKAHOGAN FPD
FOSS WATERWAY DEVELOPMENT AUTHORITY
FRANKLIN COUNTY
FRANKLIN COUNTY PUD
FRANKLIN PIERCE SCHOOL DIST 402
FRIDAY HARBOR PORT OF
GARDENA FARMS IRRIGATION DIST 13
GARFIELD COUNTY
GRAND COULEE PROJECT
GRANDVIEW SCHOOL DIST 116/200
GRANITE FALLS SCHOOL DIST 332
GRANT COUNTY
GRANT COUNTY HEALTH DIST

GRANT COUNTY PUD
GRAYS HARBOR COUNTY
GRAYS HARBOR COUNTY FIRE DIST
GRAYS HARBOR COUNTY PUD # 1
GRAYS HARBOR PORT OF
GRAYS HARBOR PUB DEV AUTH
GRAYS HARBOR TRANSIT
GRIFFIN SCHOOL DIST 324
HARBORVIEW MEDICAL CENTER
HAZEL DELL SEWER DIST
HEALTHY MOTHERS HEALTHY BABIES COAL
HIGHLINE SCHOOL DIST 401
HIGHLINE WATER DIST
HOMESIGHT
HOPELINK
HOQUIAM SCHOOL DIST 28
HOUSING AUTHORITY OF PORTLAND
ILWACO PORT OF
INCHELIUM SCHOOL DIST 70
ISLAND COUNTY
ISLAND COUNTY FIRE DIST
JEFFERSON COUNTY
JEFFERSON COUNTY FIRE DIST
JEFFERSON COUNTY LIBRARY
JEFFERSON COUNTY PUD
JEFFERSON GENERAL HOSPITAL
KARCHER CREEK SEWER DIST
KELSO SCHOOL DIST 458
KENNEWICK GENERAL HOSPITAL
KENNEWICK SCHOOL DISTRICT 17
KENT SCHOOL DIST 415
KETTLE FALLS SCHOOL DIST 212
KING COUNTY
KING COUNTY FIRE DIST
KING COUNTY HOUSING AUTHORITY
KING COUNTY LIBRARY
KING COUNTY WATER SEWER
KINGSTON PORT OF
KITSAP COUNTY FIRE & RESCUE
KITSAP COUNTY LIBRARY
KITSAP COUNTY PUD 1
KITTTITAS COUNTY
KITTTITAS COUNTY PUD
KITTTITAS COUNTY RECLAMATION DIST
KLICKITAT COUNTY
KLICKITAT COUNTY PUD
LAKE CHELAN RECLAMATION DIST
LAKE STEVENS SCHOOL DIST 4
LAKE WASHINGTON SCHOOL DIST 414
LAKEHAVEN UTILITY DIST
LAKEWOOD SCHOOL DIST 306
LEWIS CO PUD 1
LEWIS COUNTY
LEWIS COUNTY FIRE DIST
LEWIS PUBLIC TRANSPORTATION
LIBERTY LAKE SEWER & WATER DIST
LINCOLN COUNTY

LINCOLN COUNTY FIRE DIST
LONGVIEW PORT OF
LONGVIEW SCHOOL DIST 122
LOTT WASTEWATER ALLIANCE
LUMMI INDIAN NATION
MANCHESTER WATER DIST
MARYSVILLE SCHOOL DIST 25
MASON COUNTY FIRE DIST
MASON COUNTY PUD
MEAD SCHOOL DIST 354
METRO PARK DISTRICT OF TACOMA
MID COLUMBIA LIBRARY
MIDWAY SEWER DISTRICT
MONROE SCHOOL DIST 103
MORTON SCHOOL DIST 214
MOSES LAKE PORT OF
MOUNT BAKER SCHOOL DIST
MT VERNON SCHOOL DISTRICT 320
MUKILTEO SCHOOL DIST 6
MUKILTEO WATER DIST
NAVAL STATION EVERETT
NE TRI COUNTY HEALTH DIST
NORTH CENTRAL REGIONAL LIBRARY DIST
NORTH KITSAP SCHOOL DIST 400
NORTH SHORE UTILITY DISTRICT
NORTH THURSTON SCHOOL DISTRICT
NORTHSHORE SCHOOL DIST 417
NORTHWEST KIDNEY CTR
NORTHWEST WORK FORCE DEVELOPMENT CO
NW REGIONAL COUNCIL
OAK HARBOR SCHOOL DIST 201
OAKVILLE SCHOOL DIST 400
OCOSTA SCHOOL DIST 172
OKANOGAN COUNTY
OKANOGAN COUNTY FIRE DIST
OKANOGAN COUNTY PUD
OKANOGAN SCHOOL DISTRICT
OLYMPIA PORT OF
OLYMPIA SCHOOL DISTRICT 111
OLYMPIA THURSTON CHAMBER FOUNDATION
OLYMPIC AREA AGENCY ON AGING
OLYMPIC MEMORIAL HOSPITAL DIST
OLYMPIC REGION CLEAN AIR AGENCY
OLYMPIC VIEW WATER & SEWER DIST
OLYMPUS TERRACE SEWER DIST
PACIFIC COUNTY
PACIFIC COUNTY FIRE
PARATRANSIT SERVICES
PASCO SCHOOL DIST
PEND OREILLE COUNTY CONSERV DIST
PEND OREILLE COUNTY PUB HOSP DIST
PEND OREILLE COUNTY PUD
PENINSULA SCHOOL DISTRICT 401
PERRY TECHNICAL INSTITUTE
PIERCE COUNTY
PIERCE COUNTY FIRE DIST
PORT ANGELES PORT OF

PORT ANGELES SCHOOL DISTRICT 121
PRESCOTT SCHOOL DIST
PUGET SOUND CLEAN AIR AGENCY
PUGET SOUND SCHOOL DIST
QUINCY COLUMBIA BASIN IRRIG DIST
RICHLAND SCHOOL DIST 400
S KITSAP SCHOOL DISTRICT 402
S SNOHOMISH CO PUBLIC FAC DIST
SAFEPLACE
SAMISH WATER DIST
SAMMAMISH WATER AND SEWER DIST
SAN JUAN COUNTY
SAN JUAN COUNTY FIRE DIST
SEA MAR COMM HEALTH CTR
SEATTLE JEWISH PRIMARY SCHOOL
SEATTLE PORT OF
SEATTLE SCHOOL DIST 1
SEATTLE UNIVERSITY
SECOND AMENDMENT FOUNDATION
SECOND CHANCE INC
SENIOR OPPORTUNITY SERVICES
SHELTON SCHOOL DISTRICT 309
SILVERDALE WATER
SKAGIT COUNTY
SKAGIT COUNTY CONSERVATION DIST
SKAGIT COUNTY FIRE DIST
SKAGIT COUNTY ISLAND HOSPITAL
SKAGIT COUNTY PORT OF
SKAGIT COUNTY PUD 1
SKAGIT TRANSIT
SKAMANIA COUNTY
SKOOKUM INC
SNOHOMISH COUNTY LIBRARY
SNOHOMISH COUNTY PUD
SNOHOMISH HEALTH DISTRICT
SNOHOMISH SCHOOL DISTRICT 201
SOAP LAKE SCHOOL DISTRICT 156
SOOS CREEK WATER AND SEWER DIST
SOUND TRANSIT
SOUTH COLUMBIA BASIN IRRIG DIST
SOUTH EAST EFFECTIVE DEVELOPMENT
SOUTH SOUND MENTAL HEALTH SERVICES
SOUTHWEST YOUTH & FAMILY SERVICES
SPECIAL MOBILITY SERVICES INC
SPOKANE CO AIR POLLUTION CNTRL
AUTHORITY
SPOKANE COUNTY FIRE DIST
SPOKANE COUNTY LIBRARY
SPOKANE SCHOOL DISTRICT 81
ST JOSEPH/MARQUETTE SCHOOL
STANWOOD SCHOOL DIST 410
STEVENS COUNTY
STEVENS COUNTY PUD
STILLAGUAMISH TRIBE OF INDIANS
SUMNER SCHOOL DISTRICT 320
SUNNYSIDE PORT OF
SUNNYSIDE SCHOOL DISTRICT 201

SUQUAMISH TRIBE
SW CLEAN AIR AGENCY
SWINOMISH TRIBE
TACOMA DAY CHILD CARE AND PRESCHOOL
TACOMA MUSICAL PLAYHOUSE
TACOMA PORT OF
TACOMA SCHOOL DISTRICT 10
TACOMA-PIERCE CO
TAHOMA SCHOOL DISTRICT 409
TERRACE HEIGHTS SEWER DISTRICT
THURSTON COMMUNITY TELEVISION
THURSTON COUNTY
THURSTON COUNTY CONSERVATION DIST
THURSTON COUNTY FIRE DISTRICT
TOPPENISH SCHOOL DISTRICT 202
TOUCHET SD 300
TRIUMPH TREATMENT SERVICES
TUKWILA SCHOOL DIST 406
TUMWATER SCHOOL DISTRICT 33
U S DEPARTMENT OF TRANSPORTATION
UNITED WAY OF KING COUNTY
UNIVERSITY PLACE SCHOOL DIST
UPPER SKAGIT INDIAN TRIBE
VAL VUE SEWER DISTRICT
VALLEY TRANSIT
VALLEY WATER DISTRICT
VANCOUVER PORT OF
VANCOUVER SCHOOL DISTRICT 37
VASHON ISLAND SCHOOL DISTRICT 402
VERA IRRIGATION
VETERANS ADMINISTRATION
VOLUNTEERS OF AMERICA
WA ASSOC OF SCHOOL ADMINISTRATORS
WA ASSOC SHERIFFS & POLICE CHIEFS
WA GOVERNMENTAL ENTITY POOL
WA LABOR COUNCIL AFL-CIO
WA PUBLIC PORTS ASSOCIATION
WA RESEARCH COUNCIL
WA ST ASSOCIATION OF COUNTIES

WA STATE PUBLIC STADIUM AUTHORITY
WAHIAKUM COUNTY
WALLA WALLA COLLEGE
WALLA WALLA COUNTY
WALLA WALLA COUNTY FIRE DISTRICT
WALLA WALLA PORT OF
WALLA WALLA SD 140
WASHINGTON ASSOCIATION
WASHINGTON COUNTIES RISK POOL
WASHINGTON FIRE COMMISSIONERS ASSOC
WASHINGTON HEALTH CARE ASSOCIATION
WASHINGTON PUBLIC AFFAIRS NETWORK
WASHINGTON STATE MIGRANT COUNCIL
WEST VALLEY SCHOOL DISTRICT 208
WEST VALLEY SCHOOL DISTRICT 363
WESTERN FOUNDATION THE
WHATCOM CONSERVATION DIST
WHATCOM COUNTY
WHATCOM COUNTY FIRE DISTRICT
WHATCOM COUNTY RURAL LIBRARY DIST
WHIDBEY GENERAL HOSPITAL
WHITMAN COUNTY
WHITWORTH WATER
WILLAPA COUNSELING CENTER
WILLAPA VALLEY SCHOOL DISTRICT 160
WILLAPA VALLEY WATER DISTRICT
WINLOCK SCHOOL DISTRICT 232
WOODINVILLE FIRE & LIFE SAFETY DIST
WOODLAND PORT OF
YAKIMA COUNTY
YAKIMA COUNTY FIRE DISTRICT
YAKIMA COUNTY REGIONAL LIBRARY
YAKIMA SCHOOL DISTRICT 7
YAKIMA VALLEY FARMWORKERS CLINIC
YAKIMA-TIETON IRRIGATION DISTRICT
YELM COMMUNITY SCHOOL DISTRICT
YMCA - TACOMA PIERCE COUNTY
YMCA OF GREATER SEATTLE

*Washington State cities and other unnamed Washington State local and municipal agencies may also utilize the resulting Master Price Agreement; provided they enter into the Intergovernmental Cooperative Purchasing Agreement.

ATTACHMENT H LOCAL GOVERNMENT UNITS BY STATE

Oregon's Incorporated Cities

Adair Village	Donald	John Day	Nyssa	Tangent
Adams	Drain	Johnson City	Oakland	The Dalles
Adrian	Dufur	Jordan Valley	Oakridge	Tigard
Albany	Dundee	Joseph	Ontario	Tillamook
Amity	Dunes City	Junction City	Oregon City	Toledo
Antelope	Durham	Keizer	Paisley	Troutdale
Arlington	Eagle Point	King City	Pendleton	Tualatin
Ashland	Echo	Klamath Falls	Philomath	Turner
Astoria	Elgin	La Grande	Phoenix	Ukiah
Athena	Elkton	La Pine	Pilot Rock	Umatilla
Aumsville	Enterprise	Lafayette	Port Orford	Union
Aurora	Estacada	Lake Oswego	Portland	Unity
Baker City	Eugene	Lakeside	Powers	Vale
Bandon	Fairview	Lakeview	Prairie City	Veneta
Banks	Falls City	Lebanon	Prescott	Vernonia
Barlow	Florence	Lexington	Prineville	Waldport
Bay City	Forest Grove	Lincoln City	Rainier	Wallowa
Beaverton	Fossil	Lonerock	Redmond	Warrenton
Bend	Garbaldi	Long Creek	Reedsport	Wasco
Boardman	Gaston	Lostine	Richland	Waterloo
Bonanza	Gates	Lowell	Riddle	West Linn
Brookings	Gearhart	Lyons	Rivergrove	Westfir
Brownsville	Gervais	Madras	Rockaway	Weston
Burns	Gladstone	Malin	Rogue Beach	Wheeler
Butte Falls	Glendale	Manzanita	Roseburg	Willamina
Canby	Gold Beach	Maupin	Rufus	Wilsonville
Cannon Beach	Gold Hill	Maywood Park	Salem	Winston
Canyon City	Granite	McMinnville	Scappouse	Wood Village
Canyonville	Grants Pass	Medford	Scio	Woodburn
Carlton	Grass Valley	Merrill	Scott Mills	Yachats
Cascade Locks	Greenhorn	Metolius	Seaside	Yamhill
Cave Junction	Gresham	Mill City	Seneca	Yoncalla
Central Point	Haines	Millersburg	Shady Cove	
Chiloquin	Halfway	Milton-Freewater	Shaniko	
Clatskanie	Halsey	Milwaukie	Sheridan	
Coburg	Harrisburg	Mitchell	Sherwood	
Columbia City	Helix	Molalla	Siletz	
Condon	Heppner	Monmouth	Silverton	
Coos Bay	Hermiston	Monroe	Sisters	
Coquille	Hillsboro	Monument	Sodaville	
Cornelius	Hines	Moro	Spray	
Corvallis	Hood River	Mosier	Springfield	
Cottage Grove	Hubbard	Mt. Angel	St. Helens	
Cove	Huntington	Mt. Vernon	St. Paul	
Creswell	Idanha	Myrtle Creek	Stanfield	
Culver	Imbler	Myrtle Point	Stayton	
Dallas	Independence	Nehalem	Sublimity	
Damascas	Ione	Newberg	Summerville	
Dayton	Irrigon	Newport	Sumpter	
Dayville	Island City	North Bend	Sutherlin	
Depoe Bay	Jacksonville	North Plains	Sweet Home	
Detroit	Jefferson	North Powder	Talent	

This may not be a complete list of all Oregon cities, but all other Oregon cities shall be incorporated by this reference.

Idaho's Incorporated Cities

Aberdeen	Dietrich	Heyburn	Middleton	Salmon
Acequia	Donnelly	Hidden Springs	Montpelier	Sandpoint
Albion	Dover	Horseshoe Bend	Moscow	Shelley
American Falls	Downey	Idaho City	Mountain Home	Shoshone
Ammon	Driggs	Idaho Falls	Murray	Soda Springs
Arco	Eagle	Island Park	Nampa	Spirit Lake
Ashton	Elk City	Juliaetta	New Plymouth	St. Maries
Bancroft	Emmett	Kamiah	Nezperce	Stanley
Bellevue	Fairfield	Kellogg	Orofino	Star
Boise	Franklin	Ketchum	Parma	Stites
Bonnars Ferry	Fruitland	Kimberly	Payette	Sugar City
Buhl	Garden City	Kooskia	Pierce	Sun Valley
Burley	Garden Valley	Kuna	Pocatello	Tetonia
Caldwell	Genesee	Lava Hot Springs	Post Falls	Troy
Cambridge	Glenns Ferry	Lewiston	Potlatch	Twin Falls
Carey	Gooding	MacKay	Preston	Victor
Cascade	Grace	Malad	Priest River	Wallace
Challis	Grandjean	Malta	Rathdrum	Wardner
Chubbuck	Grangeville	Marsing	Rexburg	Weippe
Coeur d' Alene	Hailey	McCall	Richfield	Weiser
Cottonwood	Harrison	McCammom	Rigby	Wendell
Council	Hauser	Melba	Riggins	Whitebird
Dalton Gardens	Hayden	Meridian	Rupert	

This may not be a complete list of all Idaho cities, but all other Idaho cities shall be incorporated by this reference.

Idaho's Counties

Ada	Bonneville	Custer	Kootenai	Owyhee
Adams	Boundary	Elmore	Latah	Payette
Bannock	Butte	Franklin	Lemhi	Power
Bear Lake	Camas	Fremont	Lewis	Shoshone
Benewah	Canyon	Gem	Lincoln	Teton
Bingham	Caribou	Gooding	Madison	Twin Falls
Blaine	Cassia	Idaho	Minidoka	Valley
Boise	Clark	Jefferson	Nez Perce	Washington
Bonner	Clearwater	Jerome	Oneida	

This may not be a complete list of all Idaho local government units, but all other Idaho local government units shall be incorporated by this reference.

**ATTACHMENT I
HAWAII STATE REQUIREMENTS**

PARTICIPATING ADDENDUM

(hereinafter "Addendum")

For

Add description of goods & services

MASTER AGREEMENT NO. Add contract no.

(hereinafter "Master Agreement")

Between

Insert Contractor Name

(hereinafter "Contractor")

and

State of Hawaii

(hereinafter "Participating State")

State of Hawaii, State Procurement Office (SPO) Price List Contact No. add PL No.

This Addendum will add the State of Hawaii as a Participating State to purchase from the Master Agreement Number insert contract number with insert contractor name.

1. Scope:

This addendum covers describe services lead by insert lead State for use by state agencies and other entities located in the Participating State authorized by the state's statutes to utilize state contracts.

2. Participation:

All jurisdictions located within the State of Hawaii, which have obtained prior written approval by its Chief Procurement Officer, will be allowed to purchase from the Master Agreement. Private nonprofit health or human services organizations with current purchase of service contracts governed by Hawaii Revised Statutes (HRS) chapter 103F are eligible to participate in the SPO price/vendor list contracts upon mutual agreement between the Contractor and the non-profit. (Each such participating jurisdiction and participating nonprofit is hereinafter referred to as a "Participating Entity"). Issues of interpretation and eligibility for participation are solely within the authority of the Administrator, State Procurement Office.

3. Changes: Replace with specific changes or statements that no changes are required

A. Usage Reports. Contractor shall submit a quarterly State of Hawaii gross sales report to the Participating State contact person listed in Paragraph 5 (or as amended), below, in accordance with the following schedule (or as required):

<u>Quarter Ending</u>	<u>Report Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

The quarterly report will be subtotaled by each Purchasing Entity. The quarterly report shall also include any adjustments from prior periods.

- B. The validity of this Addendum, any of its terms or provisions, as well as the right and duties of the parties in this Addendum, shall be governed by the laws of the State of Hawaii. A copy of the Attorney General's General Conditions can be found at <http://spo.hawaii.gov/wp-content/uploads/2014/02/103D-General-Conditions.pdf>. Any action at law or in equity to enforce or interpret the provisions of this Addendum shall be brought in a court of competent jurisdiction in Honolulu, Hawaii.
- C. Inspection of Facilities. Pursuant to HRS § 103D-316, the Participating State, at reasonable times, may inspect the part of the plant or place of business of the Contractor or any subcontractor that is related to the performance of a Master Agreement and this Addendum.
- D. Campaign Contributions. The Contractor is notified of the applicability of HRS § 11-355, which prohibits campaign contributions from Contractor during the term of the Addendum if the contractor is paid with funds appropriated by the Hawaii State Legislature.
- E. Purchases by State of Hawaii government entities under this Master Agreement is not mandatory. This Addendum is secondary and non-exclusive.
- F. The State of Hawaii's purchasing card (pCard) is required to be used by the States executive departments/agencies (excluding the Department of Education, the Hawaii Health System Corporation, the Office of Hawaiian Affairs, and the University of Hawaii) for all orders totaling less than \$2,500. For purchases of \$2,500 or more, agencies may use the pCard, subject to its credit limit or issue a purchase order.

Contractor(s) shall forward original invoice(s), directly to the ordering agency. General excise tax shall not be applied to the delivery charge.

Pursuant to HRS § 103-10, Participating State and any agency of the Participating State or any county, shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods to make payment. Any interest for delinquent payment shall be as allowed by HRS § 103-10.

- G. Pursuant to HRS §103D-310(c), if Contractor is doing business in the Participating State, Contractor is required to comply with all laws governing entities doing business in the Participating State, including the following HRS chapters.
 - 1. Chapter 237, General Excise Tax Law;
 - 2. Chapter 383, Hawaii Employment Security Law;
 - 3. Chapter 386, Workers' Compensation;
 - 4. Chapter 392, Temporary Disability Insurance;
 - 5. Chapter 393, Prepaid Health Care Act; and
 - 6. Certificate of Good Standing for entities doing business in the State.

The Hawaii Compliance Express (HCE) is utilized for verification of compliance. The SPO will conduct periodic checks to confirm Contractor's compliance on HCE throughout the term of the Addendum.

H. Effective Date and Contract Period. This Addendum is effective upon the date of execution by the Participating State and shall continue for the term set forth in the Master Agreement.

4. Lease Agreements:

Leasing is not authorized by this Addendum

5. Primary Contact:

The primary contact individual for this Addendum are as follows (or their named successors):

Participating State

Name:	Name of purchasing specialist
Address:	State Procurement Office 1151 Punchbowl Street, Room 416 Honolulu, HI 96813
Telephone:	phone number
Fax:	(808) 586-0570
E-Mail:	specialist e-mail address

Contractor

Name:
Address:
Telephone:
Fax:
E-Mail:

6. Subcontractors:

Subcontractors are (or are not) allowed under this Addendum.

7. Freight Charges (unless otherwise stated in the master contract):

Prices proposed will be the delivered price to any state agency or political subdivision. All deliveries will be F.O.B. destination with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance when responsibility will pass to the Buyer except as to latent defects, fraud, and Contractor's warranty obligations. Any portion of a full order originally shipped without transportation charges (that failed to ship with the original order, thereby becoming back-ordered) will also be shipped without transportation charges.

8. Purchase Order and Payment Instructions:

All purchase orders issued by Participating Entities under this Addendum shall include the Participating State contract number and Price List Contract Number.

- Purchase Orders and Payments shall be made to add contractor name or authorized subcontractors, if any.

9. Participating Entity as Individual Customer:

Each Participating Entity shall be treated as an individual customer. Except to the extent modified by this Addendum, each Participating Entity will be responsible to follow the terms and conditions of the

Master Agreement; and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement. Each Participating Entity will be responsible for its own charges, fees, and liabilities. Each Participating Entity will have the same rights to any indemnity or to recover any costs allowed in the Master Agreement for their purchases. The Contractor will apply the charges to each Participating Entity individually.

10. Entire Contract:

This Addendum and the Master Agreement set forth the entire agreement, and all the conditions, understandings, promises, warranties and representations among the parties with respect to this Addendum and the Master Agreement, and supersedes any prior communications, representations or agreements whether, oral or written, with respect to the subject matter hereof.

Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement, that are included in any purchase order or otherwise shall be void. The terms and conditions of this Addendum and the Master Agreement shall govern in the case of any such inconsistent, contrary, or additional terms.

IN VIEW OF THE ABOVE, the parties execute this Addendum by their signatures, on the dates below.

Participating State: STATE OF HAWAII	Contractor:
Signature:	Signature:
Name: SARAH ALLEN	Name:
Title: Administrator, SPO	Title:
Date:	Date:

APPROVED AS TO FORM:

Deputy Attorney General

**Amendment to Firefighting Equipment
Master Price Agreement**

Distribution Area Adjustment

This Amendment to the Master Price Agreement is entered into this 24 day of August, 2017 by PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 ("PPA" or "Purchaser") and Municipal Emergency Services, Inc./Lawmen Supply Company ("Vendor").

RECITALS

WHEREAS, Purchaser and Vender entered into a Master Price Agreement on or about May 28, 2017 and by this reference incorporated herein; and

WHEREAS, Vendor has provided notice to correct a scrivener error regarding area of distribution for a manufacturer on Attachment A on or about August 15, 2017; and

WHEREAS, Purchaser and Vendor desire that the Master Price Agreement shall be amended in part to reflect the distribution area adjustment;

NOW, THEREFORE, Purchaser and Vendor enter into the following:

AMENDMENT TO MASTER PRICE AGREEMENT

1. **Adjustment to distribution area on Firefighting Equipment.**

Attachment A to the Master Price Agreement shall be amended in part to reflect the distribution area adjustment:

Globe Boots are 25% off MSRP (Valid only in: NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND)

2. **Full Force and Effect.** In each and every other respect, the terms of the Master Price Agreement, as amended, entered into between the parties on or about May 28, 2017 shall remain in full force and effect during the term of the agreement and the parties hereto hereby ratify said Master Price Agreement in its entirety, as if fully set out herein, along with the modifications identified herein.

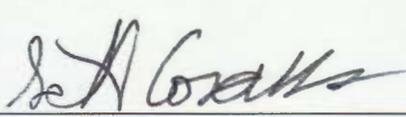
IN WITNESS WHEREOF, the parties have hereto signed this Amendment on the day and year first above written.

PUBLIC PROCUREMENT AGENCY:

Date 8/24/17

BY: Heidi Arnold
ITS: Contract Manager

MUNICIPAL EMERGENCY SERVICES INC.:



Date 8/24/17

BY:
ITS:

PUBLIC PROCUREMENT AUTHORITY
MASTER PRICE AGREEMENT

This Master Price Agreement is effective as of the date of the last signature below (the “Effective Date”) by and between the PUBLIC PROCUREMENT AUTHORITY, an Oregon public corporation under ORS Chapter 190 (“PPA” or “Purchaser”) Municipal Emergency Services, Inc./Lawmen Supply Company (“Vendor”).

RECITALS

WHEREAS, the Vendor is in the business of selling certain Firefighting Equipment and related products and services, as further described herein; and

WHEREAS, the Vendor desires to sell and the Purchaser desires to purchase certain products and related services all upon and subject to the terms and conditions set forth herein; and

WHEREAS, the Vendor was awarded the opportunity to complete a Master Price Agreement with the Public Procurement Authority as a result of its response to Request for Proposal No. 1605 for Firefighting Equipment; and

WHEREAS, Purchaser and Vendor desire to extend the terms of this Master Price Agreement to benefit other qualified government members of National Purchasing Partners, LLC dba FireRescue GPO, dba Law Enforcement GPO and dba NPPGov;

NOW, THEREFORE, Vendor and Purchaser, intending to be legally bound, hereby agree as follows:

ARTICLE 1 – CERTAIN DEFINITIONS

1.1 “Agreement” shall mean this Master Price Agreement, including the main body of this Agreement and Attachments A-F attached hereto and by this reference incorporated herein, including Purchaser’s Request for Proposal No. 1605 (herein “RFP”) and Vendor’s Proposal submitted in response to the RFP (herein “Vendor’s Proposal”) as referenced and incorporated herein as though fully set forth (sometimes referred to collectively as the “Contract Documents”).

1.2 “Applicable Law(s)” shall mean all applicable federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, orders and other governmental requirements of any kind.

1.3 “Employee Taxes” shall mean all taxes, assessments, charges and other amounts whatsoever payable in respect of, and measured by the wages of, the Vendor’s employees (or subcontractors), as required by the Federal Social Security Act and all amendments thereto and/or any other applicable federal, state or local law.

1.4 “Purchaser’s Destination” shall mean such delivery location(s) or destination(s) as Purchaser may prescribe from time to time.

1.5 “Products and Services” shall mean the products and/or services to be sold by Vendor hereunder as identified and described on Attachment A hereto and incorporated herein, as may be updated from time to time by Vendor to reflect products and/or services offered by Vendor generally to its customers.

1.6 “Purchase Order” shall mean any authorized written order for Products and Services sent by Purchaser to Vendor via mail, courier, overnight delivery service, email, fax and/or other mode of transmission as Purchaser and Vendor may from time to time agree.

1.7 “Unemployment Insurance” shall mean the contribution required of Vendor, as an employer, in respect of, and measured by, the wages of its employees (or subcontractors) as required by any applicable federal, state or local unemployment insurance law or regulation.

1.8 “National Purchasing Partners” or “(NPP)” is a subsidiary of two nonprofit health care systems. The Government Division of NPP, herein after referred to as “NPPGov”, provides group purchasing marketing and administrative support for governmental entities within the membership. NPPGov’s membership includes participating public entities across North America.

1.9 “Lead Contracting Agency” shall mean the Public Procurement Authority, which is the governmental entity that issued the Request for Proposal and awarded this resulting Master Price Agreement.

1.10 “Participating Agencies” shall mean members of National Purchasing Partners for which Vendor has agreed to extend the terms of this Master Price Agreement pursuant to Article 2.5 and Attachment C herein. For purposes of cooperative procurement, “Participating Agency” shall be considered “Purchaser” under the terms of this agreement.

1.11 “Parties” shall mean the Purchaser and Vendor.

ARTICLE 2 – AGREEMENT TO SELL

2.1 Vendor hereby agrees to sell to Purchaser such Products and Services as Purchaser may order from time to time by Purchase Order, all in accordance with and subject to the terms, covenants and conditions of this Agreement. Purchaser agrees to purchase those Products and Services ordered by Purchaser by Purchase Order in accordance with and subject to the terms, covenants and conditions of this Agreement.

2.2 Vendor may also add additional products and services provided that any additions reasonably fall within the intent of the original RFP specifications. Pricing on additions shall be equivalent to the percentage discount for other similar products. Vendor may provide a web-link

with current product listings, which may be updated periodically, as allowed by the terms of the resulting Master Price Agreement. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products may be added to avoid competitive procurement requirements. PPA may reject any additions without cause.

2.3 All Purchase Orders issued by Purchaser to Vendor for Products during the term (as hereinafter defined) of this Agreement are subject to the provisions of this Agreement as though fully set forth in such Purchase Order. The vendor retains authority to negotiate above and beyond the terms of this agreement to meet the customer or vendor contract requirements. In the event that the provisions of this Agreement conflict with any Purchase Order issued by Purchaser to Vendor, the provisions of this Agreement shall govern. No other terms and conditions, including, but not limited to, those contained in Vendor's standard printed terms and conditions, on Vendor's order acknowledgment, invoices or otherwise, shall have any application to or effect upon or be deemed to constitute an amendment to or to be incorporated into this Agreement, any Purchase Order, or any transactions occurring pursuant hereto or thereto, unless this Agreement shall be specifically amended to adopt such other terms and conditions in writing by the parties.

2.4 Notwithstanding any other provision of this Agreement to the contrary, the Lead Contracting Agency shall have no obligation to order or purchase any Products and Services hereunder and the placement of any Purchase Order shall be in the sole discretion of the Participating Agencies. This Agreement is not exclusive. Vendor expressly acknowledges and agrees that Purchaser may purchase at its sole discretion, Products and Services that are identical or similar to the Products and Services described in this Agreement from any third party.

2.5 In case of any conflict or inconsistency between any of the Contract Documents, the documents shall prevail and apply in the following order of priority:

- (i) This Agreement;
- (ii) Vendor's Proposal; and
- (iii) The RFP.

2.6 Extension of contract terms to Participating Agencies:

2.6.1 Vendor agrees to extend the same terms, covenants and conditions available to Purchaser under this Agreement to Participating Agencies, that have executed an Intergovernmental Cooperative Purchasing Agreement ("IGA") as may be required by each Participating Agency's local laws and regulations, in accordance with Attachment C. Each Participating Agency will be exclusively responsible for and deal directly with Vendor on matters relating to ordering, delivery, inspection, acceptance, invoicing, and payment for Products and Services in accordance with the terms and conditions of this Agreement as if it were "Purchaser" hereunder. Any disputes between a Participating Agency and

Vendor will be resolved directly between them under and in accordance with the laws of the State in which the Participating Agency exists. Pursuant to the IGA, the Lead Contracting Agency shall not incur any liability as a result of the access and utilization of this Agreement by other Participating Agencies.

2.6.2 *This Solicitation meets the public contracting requirements of the Lead Contracting Agency and may not be appropriate under or meet Participating Agencies' procurement laws. Participating Agencies are urged to seek independent review by their legal counsel to ensure compliance with all local and state solicitation requirements.*

2.6.3 Vendor acknowledges execution of a Vendor Administration Fee Agreement with NPPGov, pursuant to the terms of the RFP.

2.7 Oregon Public Agencies are prohibited from use of products and services offered under this contract that are already provided by qualified nonprofit agencies for disabled individuals as listed on the Department of Administrative Service's Procurement List ("Procurement List") pursuant to ORS 279.835-.855. See www.OregonRehabilitation.org/qrf for more information. Vendor shall not sell products and services identified on the Procurement List (e.g., reconditioned toner cartridges) to Purchaser or Participating Agencies within the state of Oregon

ARTICLE 3 – TERM AND TERMINATION

3.1 The initial contract term shall be for three (3) calendar years from the effective date of this Agreement ("Initial Term"). Upon termination of the original three (3) year term, this Agreement shall automatically extend for up to three (3) successive one (1) year periods; (each a "Renewal Term"); provided however, that the Lead Contracting Agency and/or the Vendor may opt to decline extension of the MPA by providing notification in writing at least thirty (30) calendar days prior to the annual automatic extension anniversary of the initial term.

3.2 Either Vendor or the Lead Contracting Agency may terminate this Agreement by written notice to the other party if the other party breaches any of its obligations hereunder and fails to remedy the breach within thirty (30) days after receiving written notice of such breach from the non-breaching party.

ARTICLE 4 – PRICING, INVOICES, PAYMENT AND DELIVERY

4.1 Purchaser shall pay Vendor for all Products and Services ordered and delivered in compliance with the terms and conditions of this Agreement at the pricing specified for each such Product and Service on Attachment A, including shipping. Unless Attachment A expressly provides otherwise, the pricing schedule set forth on Attachment A hereto shall remain fixed for the Initial Term of this Agreement; provided that manufacturer pricing is not guaranteed and may be adjusted based on the next manufacturer price increase. Pricing contained in Attachment A

shall be extended to all NPPGov, FireRescue GPO and Law Enforcement GPO members upon execution of the IGA.

4.2 Vendor shall submit original invoices to Purchaser in form and substance and format reasonably acceptable to Purchaser. All invoices must reference the Purchaser's Purchase Order number, contain an itemization of amounts for Products and Services purchased during the applicable invoice period and any other information reasonably requested by Purchaser, and must otherwise comply with the provisions of this Agreement. Invoices shall be addressed as directed by Purchaser.

4.3 Unless otherwise specified, Purchaser is responsible for any and all applicable sales taxes. Attachment A or Vendor's Proposal (Attachment D) shall specify any and all other taxes and duties of any kind which Purchaser is required to pay with respect to the sale of Products and Services covered by this Agreement and all charges for packing, packaging and loading.

4.4 Except as specifically set forth on Attachments A and F, Purchaser shall not be responsible for any additional costs or expenses of any nature incurred by Vendor in connection with the Products and Services, including without limitation travel expenses, clerical or administrative personnel, long distance telephone charges, etc. ("Incidental Expenses").

4.5 Price reductions or discount increases may be offered at any time during the contract term and shall become effective upon notice of acceptance from Purchaser.

4.6 Notwithstanding any other agreement of the parties as to the payment of shipping/delivery costs, and subject to Attachments A, D, and F herein, Vendor shall offer delivery and/or shipping costs prepaid FOB Destination. If there are handling fees, these also shall be included in the pricing.

4.7 Unless otherwise directed by Purchaser for expedited orders, Vendor shall utilize such common carrier for the delivery of Products and Services as Vendor may select; provided, however, that for expedited orders Vendor shall obtain delivery services hereunder at rates and terms not less favorable than those paid by Vendor for its own account or for the account of any other similarly situated customer of Vendor.

4.8 Vendor shall have the risk of loss of or damage to any Products until delivery to Purchaser. Purchaser shall have the risk of loss of or damage to the Products after delivery to Purchaser. Title to Products shall not transfer until the Products have been delivered to and accepted by Purchaser at Purchaser's Destination.

4.9 New products that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements

of the solicitation. No products may be added to avoid competitive procurement requirements.

ARTICLE 5 – INSURANCE

5.1 During the term of this Agreement, Vendor shall maintain at its own cost and expense (and shall cause any subcontractor to maintain) insurance policies providing insurance of the kind and in the amounts generally carried by reasonably prudent manufacturers in the industry, with one or more reputable insurance companies licensed to do business in Oregon and any other state or jurisdiction where Products and Services are sold hereunder. Such certificates of insurance shall be made available to the Lead Contracting Agency upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE VENDOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS MASTER PRICE AGREEMENT.

5.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of this Agreement is satisfactorily completed and formally accepted. Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the Lead Contracting Agency. The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the Lead Contracting Agency under such policies. Vendor shall be solely responsible for the deductible and/or self-insured retention and the Lead Contracting Agency, at its option, may require Vendor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

5.3 Vendor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Vendor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance. Vendor waives all rights against the Lead Contracting Agency and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Vendor pursuant to this agreement.

5.4 Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty-days (30-days) prior written notice to the Lead Contracting Agency.

ARTICLE 6 – INDEMNIFICATION AND HOLD HARMLESS

6.1 Vendor agrees that it shall indemnify, defend and hold harmless Lead Contracting Agency, its respective officials, directors, employees and agents (collectively, the "Indemnitees"), from and against any and all damages, claims, losses, expenses, costs,

obligations and liabilities (including without limitation reasonable attorney's fees), suffered directly or indirectly by any of the Indemnitees to the extent of, or arising out of, (i) any breach of any covenant, representation or warranty made by Vendor in this Agreement, (ii) any failure by Vendor to perform or fulfill any of its obligations, covenants or agreements set forth in this Agreement, (iii) the negligence or intentional misconduct of Vendor, any subcontractor of Vendor, or any of their respective employees or agents, (iv) any failure of Vendor, its subcontractors, or their respective employees to comply with any Applicable Law, (v) any litigation, proceeding or claim by any third party relating in any way to the obligations of Vendor under this Agreement or Vendor's performance under this Agreement, (vi) any Employee Taxes or Unemployment Insurance, or (vii) any claim alleging that the Products and Services or any part thereof infringe any third party's U.S. patent, copyright, trademark, trade secret or other intellectual property interest. Such obligation to indemnify shall not apply where the damage, claim, loss, expense, cost, obligation or liability is due to the breach of this Agreement by, or negligence or willful misconduct of, Lead Contracting Agency or its officials, directors, employees, agents or contractors. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph. The indemnity obligations of Vendor under this Article shall survive the expiration or termination of this Agreement for two years

6.2 LIMITATION OF LIABILITY: IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR INJURIES TO PERSONS OR TO PROPERTY OR LOSS OF PROFITS OR LOSS OF FUTURE BUSINESS OR REPUTATION, WHETHER BASED ON TORT OR BREACH OF CONTRACT OR OTHER BASIS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6.3 The same terms, conditions and pricing of this Agreement may be extended to government members of National Purchasing Partners, LLC. In the event the terms of this Agreement are extended to other government members, each government member (procuring party) shall be solely responsible for the ordering of goods and services under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a procuring party, and the procuring party shall hold non-procuring parties or unrelated purchasing parties harmless from any liability that may arise from action or inaction of the procuring party.

ARTICLE 7 – WARRANTIES

Purchaser shall refer to Vendor's Proposal for all Vendor and manufacturer express warranties, as well as those warranties provided under Attachment B herein.

ARTICLE 8 - INSPECTION AND REJECTION

8.1 Purchaser shall have the right to inspect and test Products at any time prior to shipment, and within a reasonable time after delivery to the Purchaser's Destination. Products not inspected within a reasonable time after delivery shall be deemed accepted by Purchaser. The payment for Products shall in no way impair the right of Purchaser to reject nonconforming Products, or to avail itself of any other remedies to which it may be entitled.

8.2 If any of the Products are found at any time to be defective in material or workmanship, damaged, or otherwise not in conformity with the requirements of this Agreement or any applicable Purchase Order, as its exclusive remedy, Purchaser may at its option and at Vendor's sole cost and expense, elect either to (i) return any damaged, non-conforming or defective Products to Vendor for correction or replacement, or (ii) require Vendor to inspect the Products and remove or replace damaged, non-conforming or defective Products with conforming Products. If Purchaser elects option (ii) in the preceding sentence and Vendor fails promptly to make the necessary inspection, removal and replacement, Purchaser, at its option, may inspect the Products and Vendor shall bear the cost thereof. Payment by Purchaser of any invoice shall not constitute acceptance of the Products covered by such invoice, and acceptance by Purchaser shall not relieve Vendor of its warranties or other obligations under this Agreement.

8.3 The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 9 – SUBSTITUTIONS

Except as otherwise permitted hereunder, Vendor may not make any substitutions of Products, or any portion thereof, of any kind without the prior written consent of Purchaser.

ARTICLE 10 - COMPLIANCE WITH LAWS

10.1 Vendor agrees to comply with all Applicable Laws and at Vendor's expense, secure and maintain in full force during the term of this Agreement, all licenses, permits, approvals, authorizations, registrations and certificates, if any, required by Applicable Laws in connection with the performance of its obligations hereunder. At Purchaser's request, Vendor shall provide to Purchaser copies of any or all such licenses, permits, approvals, authorizations, registrations and certificates.

10.2 Purchaser has taken all required governmental action to authorize its execution of this Agreement and there is no governmental or legal impediment against Purchaser's execution of this Agreement or performance of its obligations hereunder.

ARTICLE 11 – PUBLICITY / CONFIDENTIALITY

11.1 No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement or any Purchase Order issued hereunder shall be issued or made without the prior written approval of the Parties. Neither Party shall in any

advertising, sales materials or in any other way use any of the names or logos of the other Party without the prior written approval of the other Party.

11.2 Any knowledge or information which Vendor or any of its affiliates shall have disclosed or may hereafter disclose to Purchaser, and which in any way relates to the Products and Services covered by this Agreement shall not, unless otherwise designated by Vendor, be deemed to be confidential or proprietary information, and shall be acquired by Purchaser, free from any restrictions, as part of the consideration for this Agreement.

ARTICLE 12 - RIGHT TO AUDIT

Subject to Vendor's reasonable security and confidentiality procedures, Purchaser, or any third party retained by Purchaser, may at any time upon prior reasonable notice to Vendor, during normal business hours, audit the books, records and accounts of Vendor to the extent that such books, records and accounts pertain to sale of any Products and Services hereunder or otherwise relate to the performance of this Agreement by Vendor. Vendor shall maintain all such books, records and accounts for a period of at least three (3) years after the date of expiration or termination of this Agreement. The Purchaser's right to audit under this Article 12 and Purchaser's rights hereunder shall survive the expiration or termination of this Agreement for a period of three (3) years after the date of such expiration or termination.

ARTICLE 13 - REMEDIES

Except as otherwise provided herein, any right or remedy of Vendor or Purchaser set forth in this Agreement shall not be exclusive, and, in addition thereto, Vendor and Purchaser shall have all rights and remedies under applicable law, including without limitation, equitable relief. The provisions of this Article shall survive the expiration or termination of this Agreement.

ARTICLE 14 - RELATIONSHIP OF PARTIES

Vendor is an independent contractor and is not an agent, servant, employee, legal representative, partner or joint venturer of Purchaser. Nothing herein shall be deemed or construed as creating a joint venture or partnership between Vendor and Purchaser. Neither Party has the power or authority to bind or commit the other.

ARTICLE 15 - NOTICES

All notices required or permitted to be given or made in this Agreement shall be in writing. Such notice(s) shall be deemed to be duly given or made if delivered by hand, by certified or registered mail or by nationally recognized overnight courier to the address specified below:

If to Lead Contracting Agency:
Public Procurement Authority

25030 SW Parkway Ave.
Suite 330
Wilsonville OR 97070
ATTN: Heidi Arnold

If to Vendor:
Municipal Emergency Services, Inc./Lawmen Supply Company
7 Poverty Rd 85H Bennett Square
Southbury, CT 06488
ATTN: Seth Cosans

Either Party may change its notice address by giving the other Party written notice of such change in the manner specified above.

ARTICLE 16 - FORCE MAJEURE

Except for Purchaser's obligation to pay for products and services delivered, delay in performance or non-performance of any obligation contained herein shall be excused to the extent such failure or non-performance is caused by force majeure. For purposes of this Agreement, "force majeure" shall mean any cause or agency preventing performance of an obligation which is beyond the reasonable control of either Party hereto, including without limitation, fire, flood, sabotage, shipwreck, embargo, strike, explosion, labor trouble, accident, riot, acts of governmental authority (including, without limitation, acts based on laws or regulations now in existence as well as those enacted in the future), acts of nature, and delays or failure in obtaining raw materials, supplies or transportation. A Party affected by force majeure shall promptly provide notice to the other, explaining the nature and expected duration thereof, and shall act diligently to remedy the interruption or delay if it is reasonably capable of being remedied. In the event of a force majeure situation, deliveries or acceptance of deliveries that have been suspended shall not be required to be made upon the resumption of performance.

ARTICLE 17 - WAIVER

No delay or failure by either Party to exercise any right, remedy or power herein shall impair such Party's right to exercise such right, remedy or power or be construed to be a waiver of any default or an acquiescence therein; and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise thereof or the exercise of any other right, remedy or power. No waiver hereunder shall be valid unless set forth in writing executed by the waiving Party and then only to the extent expressly set forth in such writing.

ARTICLE 18 - PARTIES BOUND; ASSIGNMENT

This Agreement shall inure to the benefit of and shall be binding upon the respective successors and assigns of the Parties hereto, but it may not be assigned in whole or in part by Vendor without prior written notice to Purchaser which shall not be unreasonably withheld or delayed.

ARTICLE 19 - SEVERABILITY

To the extent possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is declared invalid or unenforceable, by judicial determination or otherwise, such provision shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions and the rights and obligations of the Parties shall be construed and enforced accordingly.

ARTICLE 20 - INCORPORATION; ENTIRE AGREEMENT

20.1 All the provisions of the Attachments hereto are hereby incorporated herein and made a part of this Agreement. In the event of any apparent conflict between any provision set forth in the main body of this Agreement and any provision set forth in the Attachments, including the RFP and/or Vendor's Proposal, the provisions shall be interpreted, to the extent possible, as if they do not conflict. In the event that such an interpretation is not possible, the provisions set forth in the main body of this Agreement shall control.

20.2 This Agreement (including Attachments and Contract Documents hereto) constitutes the entire agreement of the Parties relating to the subject matter hereof and supersedes any and all prior written and oral agreements or understandings relating to such subject matter.

ARTICLE 21 - HEADINGS

Headings used in this Agreement are for convenience of reference only and shall in no way be used to construe or limit the provisions set forth in this Agreement.

ARTICLE 22 - MODIFICATIONS

This Agreement may be modified or amended only in writing executed by Vendor and the Lead Contracting Agency. The Lead Contracting Agency and each Participating Agency contracting hereunder acknowledge and agree that any agreement entered into in connection with any Purchase Order hereunder shall constitute a modification of this Agreement as between the Vendor and the Participating Agency. Any modification of this Agreement as between Vendor and any Participating Agency shall not be deemed a modification of this Agreement for the benefit of the Lead Contracting Agency or any other Participating Agency.

ARTICLE 23 - GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the state of Oregon or in the case of a Participating Agency's use of this agreement, the laws of the state in which the Participating Agency exists, without regard to its choice of law provisions.

ARTICLE 24 – COUNTERPARTS

This Agreement ~~may be executed in counterparts all of which~~ together shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last written below.

PURCHASER:

Signature: Heidi Arnold

Printed Name: Heidi Arnold

Title: Contract Manager
Public Procurement Authority

Dated: May 28, 2017

VENDOR:

Signature: Seth Cosans #1605

Printed Name: Seth Cosans

Title: Contract Administrator
Municipal Emergency Services, Inc./Lawmen Supply Company

Dated: 5/28/17

ATTACHMENT A

to Master Price Agreement by and between VENDOR and PURCHASER.

PRODUCTS, SERVICES, SPECIFICATIONS AND PRICES

Vendor is offering the following products and discounts. In the event that a manufacturer makes concessions or gives special pricing, Vendor may be able to pass those savings on to the end user when possible. Certain items may be eligible for trade in credit as well. These credits are determined by product, product conditions, as well as market conditions

PRODUCT CATEGORY	PRODUCT DESCRIPTION	MANUFACTURER	PERCENTAGE % OFF PUBLISHED LIST PRICE	
TURNOUT GEAR				
1	Turnouts-all specifications	Honeywell (Morning Pride)	51.0%	1-75 Firefighters
			55.5%	76-299 Firefighters
			59.0%	300+ Firefighters
1	Turnouts-all specifications	Globe	41.0%	Valid only in: NC, SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND
WILD LAND GEAR				
1	Wild Land all available ensemble	Crew Boss (Western Shelter)	10.0%	
1	Wild Land all available ensemble	PGI	10.0%	
1	Wild Land all available ensemble	Tacgen	10.0%	
TECH RESCUE USAR/STATIONWEAR				
1	All available specifications	Honeywell (Morning Pride)	51.0%	1-75 Firefighters
			55.5%	76-299 Firefighters
			59.0%	300+ Firefighters
1	Tech Rescue/Wildland	Tecgen	10.0%	
11	Stationware, boots, accessories	511	27.0%	Discount is off MAP
11	Stationware	Workrite	15.0%	
11	Horace Small Stationware	VF Imageware	20%	

11	Badges	Blackington	25.0%	
HELMETS				
1	All models	Bullard	35.0%	NOT applicable in: HI, CA, AZ, NM, CO, WY, MT, WA, OR, ID, AK, NV, UT
1	All models	Honeywell	20.0%	
GLOVES				
1	Hexarmor Gloves and gear	Hexarmor	10.0%	
1	Structure, Wildland and Rescue	Dragon Fire	10.0%	
1	M1X Glove	Veridian MES M1X	29.0%	
1	Excalibur Glove	Fire Craft	10.0%	
BOOTS				
1	Structure	Globe	25.0%	Valid only in: SC, VA, IL, IN, NJ, DE, MD, NY, TN, PA, MO, NE, KS, IA, MN, SD, ND
1	Structure, Station, Wildland	Honeywell	20.0%	
11	Station	Bates	10.0%	
11	Station	511	27.0%	Discount is off of MAP
1	Structure	Fire Dex	10.0%	
ACCESSORIES				
4	Rescue	CMC	15.0%	
4	Rescue	RIT	17.0%	
4	Harness	Gemtor	15.0%	
1	Eye wear	ESS	30.0%	
1	Lights and cases	Pelican	25.0%	
2	Cutting torches and gear	Petrogen	10.0%	
1	Lights	Fox Furry	12.0%	
1	Lights	Koehler-Bright Star	5.0%	
1	Lights	Streamlight	40.0%	
12	Lockers, racks, shelving	Groves Reddy Rack	15.0%	
12	Cleaning, alterations, customization	Northwest Safety Clean		Fixed pricing
11	Embellishments	511		Fixed pricing, typically included with uniform item pricing
OTHER				
13	Service, prevent. maint. tools	MES Cert Techs	See Hurst configuration form	
13	Tool labor out of warranty		\$85 per hour	Where MES is 1F
12	Compressors fill	SCOTT	10.0%	

	air carts			
12	Compressors fill stations	SCOTT	10.0%	Free freight is the discount
12	Compressed air storage	SCBAs Inc.	10.0%	
1	Thermal Imaging Cameras	SCOTT/ISG	8.0%	
1	Thermal Imaging Cameras	SEEK	10%	
3	Rescue tools	Genesis	10.0%	Valid only: UT, CO, NM, AZ, WA, OR, NV, HI, MT, CA, AK, ID, WY, IN
3	Rescue tools	Holmatro	5.0%	Valid only: AK, IN
3	Rescue tools	Hurst	20.0%	Valid only: NC, SC, NJ, PA, VA, TX, ND, SD, NE, IA, FL, TN, AL, GA, MS
3	Rescue tools	Ajax	15.0%	
4	Ladders	Duo Safety	20.0%	
4	Ladders	Aluminum Ladder Co.	20.0%	
4	Ladders	Little Giant	5.0%	
5	Training Aids	Simulaid	8.0%	
1	Batfan	Leader North America	5.0%	
1-2	Fans, saws	Euramco (Ram Fan)	20.0%	
1-2	Fans, saws	Tempest	20.0%	
1-2	Fans, saws	Super Vac	10.0%	Valid only: HI, CA, AZ, NM, CO, WY, MT, NV, UT, ID, OR, WA, AK
2	Saws	Cutter Edge	15.0%	
4	Detection	Industrial Scientific	7.0%	
4	Gas detection	Scott Safety	5.0%	
6	Hazmat Decon Gear	FSI North America	10.0%	
2	Tools	Nupla	30.0%	
2	Tools	Leatherhead	30.0%	
2	Tools	Council	30.0%	
12	Brackets	Flamefighter	25.0%	
12	Brackets	Ziamatic	25.0%	
12	Batteries	Duracel	40.0%	
12	Knives	Benchmade	30.0%	
7	Extinguishers	Amerex	25.0%	
12	Light bars	Whelen	25.0%	
9	Hose	Firequip	25.0%	Discount off catalog price
9	Hose	Kochek hose only	25.0%	
9	Brass	Kochek-other than	40.0%	

		hose		
9	Brass	Elhart	40.0%	
9	Brass	TFT	30.0%	Valid only: PA, VA, NJ, FL, NY, NC, IL, TN
9	Brass	G-Force/TFT	No discount per manufacturer restrictions	
9	Brass	Harrington	35.0%	
9	Brass	S&H	Catalog price which is roughly 25% off	
9	Brass	Action Coupling	25.00%	
8	Foam	Ansul	20.0%	
8	Foam	Chem Guard	20.0%	
8	Foam	National	5.0%	
10	Pumps	CET	10.0%	
12	Body Armor	Point Blank	30.0%	Regular Items
12	Body Armor	Point Blank	20.0%	Helmets, plates, ect.
12	EMS Medic sets	Point Blank	25.0%	Added discounts on these items when available
12	Tactical options, plates, helmets, etc.	Point Blank Parclete	20.0%	Added discounts on these tactical options normally

Orders \$7500 and up shipping included and for any orders below that see freight chart.

Shipping Charges to Continental United States			
Subtotal Threshold	FedEx Ground	FedEx 2 nd Day Air	FedEx Next Day Air
\$0 – 24.99	\$4.95	\$16.95	\$28.95
\$25 – 49.99	\$6.95	\$18.95	\$30.95
\$50 – 99.99	\$11.95	\$23.95	\$35.95
\$100 – 149.99	\$13.95	\$25.95	\$37.95
\$150 – 199.99	\$15.95	\$27.95	\$39.95
\$200 – 249.99	\$17.95	\$29.95	\$41.95
\$250 – 299.99	\$19.95	\$31.95	\$43.95
\$300 – 349.99	\$21.95	\$33.95	\$45.95
\$350 – 399.99	\$23.95	\$35.95	\$47.95
\$400 – 449.99	\$25.95	\$37.95	\$49.95
\$450 – 499.99	\$27.95	\$39.95	\$51.95
\$500 – 749.99	\$29.75	\$41.95	\$53.95
\$750 – 999.99	\$31.95	\$43.95	\$55.95
Greater than \$1000	3%	5%	6%

Pricing contained in this Attachment A shall be extended to all NPPGov members upon execution of the Intergovernmental Agreement.

ATTACHMENT B

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL SELLER WARRANTIES

To the extent possible, Vendor will make available all warranties from third party manufacturers of Products not manufactured by Vendor, as well as any warranties identified in this Agreement and Vendor's Proposal.

ATTACHMENT C

to Master Price Agreement by and between VENDOR and PURCHASER.

PARTICIPATING AGENCIES

The Lead Contracting Agency in cooperation with National Purchasing Partners (NPPGov) entered into this Agreement on behalf of other government agencies that desire to access this Agreement to purchase Products and Services. Vendor must work directly with any Participating Agency concerning the placement of orders, issuance of the purchase orders, contractual disputes, invoicing, and payment. The Lead Contracting Agency shall not be held liable for any costs, damages, etc., incurred by any Participating Agency.

Any subsequent contract entered into between Vendor and any Participating Agency shall be construed to be in accordance with and governed by the laws of the state in which the Participating Agency exists. Each Participating Agency is required to execute an Intergovernmental Cooperative Purchasing Agreement (“IGA”), as set forth on the NPPGov web site, www.nppgov.com. The IGA allows the Participating Agency to purchase Products and Services from the Vendor in accordance with each Participating Agency’s legal requirements as if it were the “Purchaser” hereunder.

ATTACHMENT D

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Vendor's Proposal

(The Vendor's Proposal is not attached hereto.)

(The Vendor's Proposal is incorporated by reference herein.)

ATTACHMENT E

to Master Price Agreement by and between **VENDOR** and **PURCHASER**.

Purchaser's Request for Proposal

(The Purchaser's Request for Proposal is not attached hereto.)

(The Purchaser's Request for Proposal is incorporated by reference herein.)

ATTACHMENT F

to Master Price Agreement by and between VENDOR and PURCHASER.

ADDITIONAL VENDOR TERMS OF PURCHASE, IF ANY.



REGULAR AGENDA ITEM NO. 9B

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Finance Department

SUBJECT: Consideration of an Ordinance authorizing the issuance and sale of tax exempt General Obligation Notes, for the purpose of reimbursing the City for the costs of purchasing of the Frontier properties, in the amount of \$970,000, to Clayton Holdings, LLC, as requested by the Finance Department.

RECOMMENDATION/MOTION: An Ordinance authorizing the issuance and sale of General Obligation Notes, in the amount of \$970,000, to Clayton Holdings, LLC to reimburse the City for the costs of purchasing certain commercial real estate in the City and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE:

BACKGROUND: On April 24, 2017 the city council authorized the purchase of multiple parcels of commercial real estate surrounding the Bloomington Center for Performing Arts (BCPA). The City closed on these properties on February 27, 2018 and paid \$963,733 in cash.

On March 12, 2018, Council authorized Finance to solicit for Financing related to this purchase in order to reimburse and maintain the City's General Fund reserve. Said reimbursement provides more flexibility in managing the City's cash reserves in what's anticipated to be an upcoming challenging fiscal year. An estimate for debt service for the Notes was included in the FY19 budget in anticipation of this action.

A total of five proposals were received from banks with a local presence. Finance has worked closely with the City's bond counsel throughout this process. Finance recommends the award go to the Commerce proposal – Clayton Holdings, LLC which is the most advantageous to the City based on categories of rates, redemption (any time) and closing costs.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved this transaction will reimburse the General Fund reserve for \$963,733. The financing proceeds will be credited to the Economic Development Loan Proceeds account (10019170-57515). An estimate for annual debt service on the Notes was already included in the FY 2019 Adopted Budget in the Economic Development accounts; Principal Expense (10019170-73237) and Interest Expense (10019170-74237). Stakeholders can

locate this information in the FY 2019 Proposed Budget book titled “Budget Overview & General Fund Proposed” on page 288.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: See Financial Impact Section

Respectfully submitted for Council consideration.

Prepared by: Scott Rathbun, Sr. Budget Manager

Reviewed by: Patti-Lynn Silva, Finance Director

Legal review by: Kyle Harding, Chapman and Cutler LLP

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:

- 1B GO Notes Ordinance

MINUTES of the regular public meeting of the City Council of the City of Bloomington, McLean County, Illinois, held in the City Hall Council Chambers, 109 East Olive Street, Bloomington, Illinois, at 7:00 o'clock P.M. on the 23rd day of April, 2018.

* * *

The meeting was called to order by the Mayor, and upon the roll being called, Tari Renner, the Mayor, and the following Aldermen were physically present at said location:

The following Aldermen were allowed by a majority of the City Council in accordance with and to the extent allowed by rules adopted by the City Council to attend the meeting by video or audio conference: _____

No Alderman was not permitted to attend the meeting by video or audio conference.

The following Aldermen were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

* * *

The Mayor announced that the next item before the City Council was the consideration of an ordinance providing for the issue of \$970,000 General Obligation Notes, Series 2018, of the City for the purpose of paying the costs of purchasing certain commercial real estate in the City and that a proposal had been received from Clayton Holdings, LLC, for the purchase of said Notes.

After a full and complete discussion thereof, Alderman _____ presented and the City Clerk read by title the following ordinance, copies of which were made available to all in attendance at said meeting who requested a copy:

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$970,000 General Obligation Notes, Series 2018, of the City of Bloomington, McLean County, Illinois, for the purpose of paying the costs of purchasing certain commercial real estate in said City and authorizing the sale of said notes to Clayton Holdings, LLC.

Adopted by the City Council on the
23rd day of April, 2018.

TABLE OF CONTENTS

SECTION	HEADING	PAGE
Section 1.	Definitions.....	2
Section 2.	Incorporation of Preambles.....	3
Section 3.	Determination To Issue Notes	3
Section 4.	Note Details	4
Section 5.	Execution; Authentication	5
Section 6.	Registration of Notes; Persons Treated as Owners.....	5
Section 7.	Redemption.....	7
Section 8.	Redemption Procedure.....	8
Section 9.	Form of Note.....	9
Section 10.	Security; Payment	16
Section 11.	Sale of the Notes	16
Section 12.	Creation of Funds and Appropriations.....	17
Section 13.	Non-Arbitrage and Tax-Exemption.	18
Section 14.	List of Noteholders.	20
Section 15.	Duties of Note Registrar.	20
Section 16.	Record-Keeping Policy and Post-Issuance Compliance Matters	20
Section 17.	Publication of Ordinance	21
Section 18.	Superseder and Effective Date.....	21

ORDINANCE NUMBER _____

AN ORDINANCE providing for the issuance of \$970,000 General Obligation Notes, Series 2018, of the City of Bloomington, McLean County, Illinois, for the purpose of paying the costs of purchasing certain commercial real estate in said City and authorizing the sale of said notes to Clayton Holdings, LLC.

PREAMBLES

A. By virtue of its population, and pursuant to the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (the “*Constitution*”), the City of Bloomington, McLean County, Illinois (the “*City*”), is a home rule unit and may exercise any power or perform any function pertaining to its government and affairs including, but not limited to, the power to tax and to incur debt.

B. Pursuant to the provisions of said Section 6, the City has the power to incur debt payable from ad valorem property tax receipts or from any other lawful source and maturing within 40 years from the time it is incurred without prior referendum approval.

C. The Council of the City (the “*City Council*”) has considered the needs of the City and its residents, and has determined and does hereby determine that it is desirable and in the best interests of the City to pay the costs of purchasing commercial real estate, consisting of four parking lots owned by Frontier Communications and located at 206 Douglas Street, 509 North East Street, 209 Douglas Street and 222 East Market Street, all in the City (the “*Project*”).

D. The City Council does hereby determine that it is necessary and in the best interests of the City to borrow \$970,000 to pay the costs of the Project and, in evidence of such borrowing, issue general obligation notes of the City in the principal amount of \$970,000.

NOW THEREFORE Be It Ordained by the City Council of the City of Bloomington, McLean County, Illinois, in the exercise of its home rule powers, as follows:

Section 1. Definitions. Words and terms used in this Ordinance shall have the meanings given them, unless the context or use clearly indicates another or different meaning is intended. Words and terms defined in the singular may be used in the plural and vice-versa. Reference to any gender shall be deemed to include the other and also inanimate persons such as corporations, where applicable.

A. The following words and terms are as defined in the preambles.

City

City Council

Constitution

Project

B. The following words and terms are defined as set forth.

“*Act*” means the Illinois Municipal Code, as supplemented and amended, and also the home rule powers of the City under Section 6 of Article VII of the Constitution; and in the event of conflict between the provisions of said Code and home rule powers, the home rule powers shall be deemed to supersede the provisions of said Code.

“*City Clerk*” means the City Clerk of the City.

“*City Treasurer*” means the City Treasurer of the City.

“*Code*” means the Internal Revenue Code of 1986, as amended.

“*Mayor*” means the Mayor of the City.

“*Note Fund*” means the Note Fund established and defined in Section 12 of this Ordinance.

“*Note Register*” means the books of the City kept by the Note Registrar to evidence the registration and transfer of the Notes.

“*Note Registrar*” means Commerce Bank, Kansas City, Missouri, or a substitute note registrar and paying agent as hereinafter provided.

“*Notes*” means the \$970,000 General Obligation Notes, Series 2018, authorized to be issued by this Ordinance.

“*Ordinance*” means this Ordinance, numbered as set forth on the title page hereof, and passed by the City Council on the 23rd day of April, 2018.

“*Project Fund*” means the Project Fund established and defined in Section 12 of this Ordinance.

“*Purchaser*” means Clayton Holdings, LLC.

“*Record Date*” means the 15th day of the month next preceding any interest payment date.

C. Definitions also appear in the above preambles or in specific sections, as appearing below. The table of contents preceding and the headings in this Ordinance are for the convenience of the reader and are not a part of this Ordinance.

Section 2. Incorporation of Preambles. The City Council hereby finds that all of the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 3. Determination To Issue Notes. It is necessary and in the best interests of the City to provide for the payment of the costs of the Project for the public welfare and convenience, and to pay all related costs and expenses incidental thereto, and to borrow money and issue the Notes for such purpose. It is hereby found and determined that such borrowing of money is necessary for the welfare of the government and affairs of the City, is a proper public purpose, is in the public interest and is authorized pursuant to the Act; and these findings and determinations shall be deemed conclusive.

Section 4. Note Details. There shall be issued and sold the Notes in the aggregate principal amount of \$970,000. The Notes shall be designated “*General Obligation Notes, Series 2018.*” The Notes shall be dated April 27, 2018 (the “*Dated Date*”), and shall also bear the date of authentication thereof, shall be in fully registered form, shall be in denominations of \$1,000 each and authorized integral multiples thereof, and shall be numbered 1 and upward. The Notes shall become due and payable serially (subject to option of prior redemption as hereinafter stated) on June 1 of each of the years, in the amounts and bearing interest per annum as follows:

YEAR OF MATURITY	PRINCIPAL AMOUNT	RATE OF INTEREST
2019	\$100,000	2.17%
2020	100,000	2.30%
2021	100,000	2.43%
2022	100,000	2.59%
2023	100,000	2.75%
2024	100,000	2.85%
2025	100,000	2.96%
2026	100,000	3.06%
2027	100,000	3.16%
2028	70,000	3.24%

Each Note shall bear interest from the later of its Dated Date as herein provided or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of such Note is paid or duly provided for, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 1 and December 1 of each year, commencing on December 1, 2018. Interest on each Note shall be paid by check or draft of the Note Registrar, payable upon presentation thereof in lawful money of the United States of America, to the person in whose name such Note is registered at the close of business on the applicable Record Date, and mailed to the registered owner of the Note as shown in the Note Register or at such other address furnished in writing by such registered owner. The

principal of the Notes shall be payable in lawful money of the United States of America upon presentation thereof at the principal corporate trust office of the Note Registrar.

Section 5. Execution; Authentication. The Notes shall be executed on behalf of the City by the manual or duly authorized facsimile signature of the Mayor and attested by the manual or duly authorized facsimile signature of the City Clerk, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the City. In case any such officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Notes shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Note Registrar as authenticating agent of the City and showing the date of authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon the Note shall be conclusive evidence that the Note has been authenticated and delivered under this Ordinance. The certificate of authentication on any Note shall be deemed to have been executed by the Note Registrar if signed by an authorized officer of the Note Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Notes issued hereunder.

Section 6. Registration of Notes; Persons Treated as Owners. The City shall cause books (the “*Note Register*” as defined) for the registration and for the transfer of the Notes as provided in this Ordinance to be kept at the principal corporate trust office of the Note Registrar, which is hereby constituted and appointed the registrar of the City for the Notes. The City is authorized to prepare, and the Note Registrar or such other agent as the City may designate shall

keep custody of, multiple Note blanks executed by the City for use in the transfer and exchange of Notes.

Any Note may be transferred or exchanged, but only in the manner, subject to the limitations, and upon payment of the charges as set forth in this Ordinance. Upon surrender for transfer or exchange of any Note at the principal corporate trust office of the Note Registrar, duly endorsed by or accompanied by a written instrument or instruments of transfer or exchange in form satisfactory to the Note Registrar and duly executed by the registered owner or an attorney for such owner duly authorized in writing, the City shall execute and the Note Registrar shall authenticate, date and deliver in the name of the transferee or transferees or, in the case of an exchange, the registered owner, a new fully registered Note or Notes of the same maturity of authorized denominations, for a like aggregate principal amount.

The Note Registrar shall not be required to transfer or exchange any Note during the period from the close of business on the Record Date to the opening of business on such interest payment date, nor to transfer or exchange any Note after notice calling such Note for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Notes.

The execution by the City of any fully registered Note shall constitute full and due authorization of such Note, and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note; *provided, however*, the principal amount of Notes of each maturity authenticated by the Note Registrar shall not at any one time exceed the authorized principal amount of Notes for such maturity less the amount of such Notes which have been paid. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Note shall be made only to or upon the order of the registered owner thereof or his or her legal representative.

All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

No service charge shall be made to any registered owner of Notes for any transfer or exchange of Notes, but the City or the Note Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Notes except in the case of the issuance of a Note or Notes for the unredeemed portion of a Note surrendered for redemption.

Section 7. Redemption. (a) *Optional Redemption.* The Notes shall be subject to redemption prior to maturity at the option of the City from any available funds, as a whole or in part, and if in part in integral multiples of \$1,000 in any order of their maturity as determined by the City (less than all of the Notes of a single maturity to be selected by the Note Registrar), on any date, at the redemption price of par plus accrued interest to the redemption date.

(b) *General.* The Notes shall be redeemed only in the principal amount of \$1,000 and integral multiples thereof. The City shall, at least forty-five (45) days prior to any optional redemption date (unless a shorter time period shall be satisfactory to the Note Registrar) notify the Note Registrar of such redemption date and of the principal amount and maturity or maturities of Notes to be redeemed. For purposes of any redemption of less than all of the outstanding Notes of a single maturity, the particular Notes or portions of Notes to be redeemed shall be selected by lot by the Note Registrar from the Notes of such maturity by such method of lottery as the Note Registrar shall deem fair and appropriate; *provided* that such lottery shall provide for the selection for redemption of Notes or portions thereof so that any \$1,000 Notes or \$1,000 portion of a Note shall be as likely to be called for redemption as any other such \$1,000 Note or \$1,000 portion. The Note Registrar shall make such selection upon the earlier of the

irrevocable deposit of funds with an escrow agent sufficient to pay the redemption price of the Notes to be redeemed or the time of the giving of official notice of redemption.

The Note Registrar shall promptly notify the City in writing of the Notes or portions of Notes selected for redemption and, in the case of any Note selected for partial redemption, the principal amount thereof to be redeemed.

Section 8. Redemption Procedure. Unless waived by any holder of Notes to be redeemed, notice of the call for any such redemption shall be given by the Note Registrar on behalf of the City by mailing the redemption notice by first class mail at least thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to the registered owner of the Note or Notes to be redeemed at the address shown on the Note Register or at such other address as is furnished in writing by such registered owner to the Note Registrar.

All notices of redemption shall state:

- (1) the redemption date,
- (2) the redemption price,
- (3) if less than all outstanding Notes are to be redeemed, the identification (and, in the case of partial redemption, the respective principal amounts) of the Notes to be redeemed,
- (4) that on the redemption date the redemption price will become due and payable upon each such Note or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date,
- (5) the place where such Notes are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Note Registrar, and
- (6) such other information then required by custom, practice or industry standard.

Unless moneys sufficient to pay the redemption price of the Notes to be redeemed at the option of the City shall have been received by the Note Registrar prior to the giving of such

notice of redemption, such notice may, at the option of the City, state that said redemption shall be conditional upon the receipt of such moneys by the Note Registrar on or prior to the date fixed for redemption. If such moneys are not received, such notice shall be of no force and effect, the City shall not redeem such Notes, and the Note Registrar shall give notice, in the same manner in which the notice of redemption shall have been given, that such moneys were not so received and that such Notes will not be redeemed. Otherwise, prior to any redemption date, the City shall deposit with the Note Registrar an amount of money sufficient to pay the redemption price of all the Notes or portions of Notes which are to be redeemed on that date.

Subject to the provisions for a conditional redemption described above, notice of redemption having been given as aforesaid, the Notes or portions of Notes so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Notes or portions of Notes shall cease to bear interest. Upon surrender of such Notes for redemption in accordance with said notice, such Notes shall be paid by the Note Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Note, there shall be prepared for the registered holder a new Note or Notes of the same maturity in the amount of the unpaid principal.

If any Note or portion of Note called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid, bear interest from the redemption date at the rate borne by the Note or portion of Note so called for redemption. All Notes which have been redeemed shall be cancelled and destroyed by the Note Registrar and shall not be reissued.

Section 9. Form of Note. The Notes shall be in substantially the form hereinafter set forth; *provided, however,* that if the text of the Notes is to be printed in its entirety on the front

side of the Notes, then paragraph [2] and legend “See Reverse Side for Additional Provisions” shall be omitted and paragraphs [6] through [11] shall inserted immediately after paragraph [1]:

[FORM OF NOTE - FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**UNITED STATES OF AMERICA
STATE OF ILLINOIS
COUNTY OF MCLEAN
CITY OF BLOOMINGTON
GENERAL OBLIGATION NOTE, SERIES 2018**

See Reverse Side for
Additional Provisions.

Interest
Rate: _____%

Maturity
Date: June 1, 20__

Dated
Date: April 27, 2018

Registered Owner:

Principal Amount:

[1] KNOW ALL PERSONS BY THESE PRESENTS that the City of Bloomington, McLean County, Illinois, a municipality, home rule unit, and political subdivision of the State of Illinois (the “City”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the later of the Dated Date of this Note identified above or from the most recent interest payment date to which interest has been paid or duly provided for, at the applicable Interest Rate per annum identified above, such interest to be payable on June 1 and December 1 of each year, commencing December 1, 2018, until said Principal Amount is paid or duly provided for. The principal of this Note is payable in lawful money of the United States of America upon presentation hereof at the principal corporate trust office of Commerce Bank, Kansas City, Missouri, as paying agent and note registrar (the “*Note Registrar*”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the City maintained

by the Note Registrar, at the close of business on the applicable Record Date (the “*Record Date*”). The Record Date shall be the 15th day of the month next preceding any interest payment date. Interest shall be paid by check or draft of the Note Registrar, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books, or at such other address furnished in writing by such Registered Owner to the Note Registrar.

[2] Reference is hereby made to the further provisions of this Note set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts, and things required by the Constitution and Laws of the State of Illinois to exist or to be done precedent to and in the issuance of this Note, including the authorizing Act (as hereinafter defined), have existed and have been properly done, happened and been performed in regular and due form and time as required by law; that the indebtedness of the City, represented by the Notes, and including all other indebtedness of the City, howsoever evidenced or incurred, does not exceed any constitutional or statutory or other lawful limitation; and that the City agrees and covenants to make provision for the payment of the interest hereon and also to pay and discharge the principal hereof as the same falls due in the annual appropriation ordinances to be duly adopted by the City Council of the City (the “*City Council*”), and published, all in the manner, form and time as provided by law.

[4] This Note shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Note Registrar. THE OWNER OF THIS NOTE ACKNOWLEDGES THAT THE CITY IS NOT OBLIGATED TO LEVY A SEPARATE TAX IN

ADDITION TO OTHER CITY TAXES OR LEVY A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY THE PRINCIPAL AND INTEREST DUE ON THE NOTES.

[5] IN WITNESS WHEREOF the City of Bloomington, McLean County, Illinois, by its City Council, has caused this Note to be executed by the manual or duly authorized facsimile signature of its Mayor and attested by the manual or duly authorized facsimile signature of its City Clerk and its corporate seal or a facsimile thereof to be impressed or reproduced hereon, all as appearing hereon and as of the Dated Date identified above.

SPECIMEN

Mayor, City of Bloomington
McLean County, Illinois

ATTEST:

SPECIMEN

City Clerk, City of Bloomington
McLean County, Illinois

[SEAL]

CERTIFICATE OF AUTHENTICATION

This Note is one of the Notes described in the within-mentioned Ordinance and is one of the General Obligation Notes, Series 2018, having a Dated Date of April 27, 2018, of the City of Bloomington, McLean County, Illinois.

Date of Authentication:
April 27, 2018

COMMERCE BANK,
as Note Registrar

By _____
SPECIMEN
Authorized Officer

[FORM OF NOTE - REVERSE SIDE]

[6] This Note is one of a series of notes (the “Notes”) in the aggregate principal amount of \$970,000 issued by the City for the purpose of paying the costs of purchasing certain commercial real estate in the City, all as described and defined in the ordinance passed by the City Council on the 23rd day of April, 2018, authorizing the Notes (the “Ordinance”), pursuant to and in all respects in compliance with the applicable provisions of the Illinois Municipal Code, as supplemented and amended, and as further supplemented and, where necessary, superseded, by the powers of the City as a home rule unit under the provisions of Section 6 of Article VII of the Constitution of the State of Illinois (such Code and powers being the “Act”), and with the Ordinance, which has been duly approved by the Mayor, and published, in all respects as by law required.

[7] Notes of the issue of which this Note is one are subject to redemption prior to maturity at the option of the City as a whole, or in part in integral multiples of \$1,000 in any order of their maturity as determined by the City (less than all of the Notes of a single maturity to be selected by lot by the Note Registrar), on any date, at the redemption price of par plus accrued interest to the redemption date.

[8] Notice of any such redemption shall be sent by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of each Note to be redeemed at the address shown on the registration books of the City maintained by the Note Registrar or at such other address as is furnished in writing by such Registered Owner to the Note Registrar. When so called for redemption, this Note will cease to bear interest on the specified redemption date, provided funds for redemption are on deposit at the place of payment at that time, and shall not be deemed to be outstanding.

[9] This Note is transferable by the Registered Owner hereof in person or by his or her attorney duly authorized in writing at the principal corporate trust office of the Note

Registrar in Kansas City, Missouri, but only in the manner, subject to the limitations and upon payment of the charges provided in the Ordinance, and upon surrender and cancellation of this Note. Upon such transfer a new Note or Notes of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[10] The Notes are issued in fully registered form in the denomination of \$1,000 each or authorized integral multiples thereof. This Note may be exchanged at the principal corporate trust office of the Note Registrar for a like aggregate principal amount of Notes of the same maturity of other authorized denominations, upon the terms set forth in the Ordinance. The Note Registrar shall not be required to transfer or exchange any Note during the period beginning at the close of business on the Record Date and ending at the opening of business on such interest payment date, nor to transfer or exchange any Note after notice calling such Note for redemption has been mailed, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Notes.

[11] The City and the Note Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and neither the City nor the Note Registrar shall be affected by any notice to the contrary.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____

Here insert Social Security Number,
Employer Identification Number or
other Identifying Number

(Name and Address of Assignee)

the within Note and does hereby irrevocably constitute and appoint _____

as attorney to transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer and assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

Section 10. Security; Payment. The City hereby represents, warrants and agrees that the obligation to make the payments of principal of and interest on the Notes shall be a direct general obligation of the City payable from any funds of the City lawfully available for such purpose. The City agrees that it will appropriate funds of the City annually and in a timely manner so as to provide for the making of all payments when due under the terms of this Ordinance. THE CITY IS NOT OBLIGATED TO LEVY A SEPARATE TAX IN ADDITION TO OTHER CITY TAXES OR LEVY A SPECIAL TAX UNLIMITED AS TO RATE OR AMOUNT TO PAY THE PRINCIPAL AND INTEREST DUE ON THE NOTES.

Section 11. Sale of the Notes. The Notes hereby authorized shall be executed as in this Ordinance provided as soon after passage hereof as may be, and thereupon be deposited with the City Treasurer, and be by the City Treasurer delivered to the Purchaser, upon receipt of the

purchase price therefor, the same being par; the contract for the sale of the Notes heretofore entered into (the "*Purchase Contract*") is in all respects ratified, approved and confirmed, it being hereby found and determined that the Notes have been sold at such price and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the City and that no person holding any office of the City, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the City of the Term Sheet relating to the Notes, in substantially the form now before the City Council (the "*Term Sheet*"), is hereby ratified, approved and authorized; the execution and delivery of the Term Sheet is hereby authorized; and the officers of the City Council are hereby authorized to take any action as may be required on the part of the City to consummate the transactions contemplated by the Purchase Contract, this Ordinance, the Term Sheet and the Notes.

Section 12. Creation of Funds and Appropriations.

A. There is hereby created the "Note and Interest Fund of 2018" (the "*Note Fund*"), which shall be the fund for the payment of the principal of and interest on the Notes when due; funds lawfully available for the payment of such principal and interest shall be deposited into the Note Fund and shall be used solely and only for the purpose of making such payments. Interest income or investment profit earned in the Note Fund shall be retained in the Note Fund for payment of the principal of or interest on the Notes on the interest payment date next after such interest or profit is received or, to the extent lawful and as determined by the City Council, transferred to such other fund as may be determined. The City hereby pledges, as equal and

ratable security for the Notes, all Note moneys on deposit in the Note Fund for the sole benefit of the registered owners of the Notes, subject to the reserved right of the City Council to transfer certain interest income or investment profit earned in the Note Fund to other funds of the City, as described in the preceding sentence.

B. The amount necessary from the principal proceeds of the Notes shall be used to pay costs of issuance of the Notes and shall be retained by the City Treasurer to pay such expenses. Any disbursements for such expenses shall be made from time to time as necessary. Any excess from the proceeds of the Notes held for such purpose shall be deposited into the Note Fund not more than six months from the date of issuance of the Notes.

C. The portion of the principal proceeds of the Notes not needed to pay such costs of issuance shall be deposited into the General Obligation Note, Series 2018, Land Purchase Fund (the "*Project Fund*"), hereby created. Moneys in the Project Fund shall be disbursed from time to time as necessary for the payment of costs of the Project and the payment of the fees and expenses incidental thereto.

D. Alternatively to the creation of the Note Fund, the City Treasurer may allocate the moneys for payment of the Notes to one or more related funds of the City already in existence and in accordance with good accounting practice; provided, however, that this shall not relieve the City Treasurer of the duty to account for the moneys for the payment of the Notes as herein provided.

Section 13. Non-Arbitrage and Tax-Exemption. The City hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise

cause the interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The City acknowledges that, in the event of an examination by the Internal Revenue Service (the “*IRS*”) of the exemption from federal income taxation for interest paid on the Notes, under present rules, the City may be treated as a “taxpayer” in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The City also agrees and covenants with the purchasers and holders of the Notes from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Notes and affects the tax-exempt status of the Notes.

The City Council hereby authorizes the officials of the City responsible for issuing the Notes, the same being the Mayor, City Clerk and City Treasurer, to make such further covenants and certifications regarding the specific use of the proceeds of the Notes as approved by the City Council and as may be necessary to assure that the use thereof will not cause the Notes to be arbitrage bonds and to assure that the interest on the Notes will be exempt from federal income taxation. In connection therewith, the City and the City Council further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Notes and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the City in such compliance.

Section 14. List of Noteholders. The Note Registrar shall maintain a list of the names and addresses of the holders of all Notes and upon any transfer shall add the name and address of the new Noteholder and eliminate the name and address of the transferor Noteholder.

Section 15. Duties of Note Registrar. If requested by the Note Registrar, the Mayor and City Clerk are authorized to execute the Note Registrar's standard form of agreement between the City and the Note Registrar with respect to the obligations and duties of the Note Registrar hereunder which may include the following:

(a) to act as note registrar, authenticating agent, paying agent and transfer agent as provided herein;

(b) to maintain a list of Noteholders as set forth herein and to furnish such list to the City upon request, but otherwise to keep such list confidential;

(c) to give notice of redemption of Notes as provided for herein;

(d) to cancel and/or destroy Notes which have been paid at maturity or upon redemption prior to maturity or submitted for exchange or transfer;

(e) to furnish the City at least annually a certificate with respect to Notes cancelled and/or destroyed; and

(f) to furnish the City at least annually an audit confirmation of Notes paid, Notes outstanding and payments made with respect to interest on the Notes.

Section 16. Record-Keeping Policy and Post-Issuance Compliance Matters. On May 23, 2011, the City Council adopted a record-keeping and post issuance compliance policy for the purpose of maintaining sufficient records to demonstrate compliance with the various covenants and expectations necessary to ensure the appropriate federal tax status for debt obligations of the City, the interest on which is excludable from "gross income" for federal income tax purposes or which enable the City or the holder to receive federal tax benefits (the "*Policy*"). The Policy was amended on October 14, 2013.

Section 17. Publication of Ordinance. A full, true, and complete copy of this Ordinance shall be published within ten days after passage in pamphlet form by authority of the City Council. Section 106 of Chapter 16 of the City Code, for purposes of the Notes, is hereby repealed.

Section 18. Superseder and Effective Date. All ordinances, resolutions, and orders, or parts thereof, in conflict herewith, are to the extent of such conflict hereby superseded; and this Ordinance shall be in full force and effect immediately upon its passage, approval, and publication as provided by law.

ADOPTED: April 23, 2018.

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED: April 23, 2018

Tari Renner, Mayor

RECORDED in the City Records on April 23, 2018.

PUBLISHED in pamphlet form by authority of the Mayor and City Council on April 23, 2018.

ATTEST:

Cherry Lawson, City Clerk

Alderman _____ moved and Alderman _____
seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Mayor directed that the roll be called for a vote upon
the motion to adopt said ordinance.

Upon the roll being called, the following Aldermen voted AYE: _____

NAY: _____

Whereupon the Mayor declared the motion carried and said ordinance adopted, approved
and signed the same in open meeting and directed the City Clerk to record the same in the
records of the City Council of the City of Bloomington, McLean County, Illinois, which was
done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the
meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Bloomington, McLean County, Illinois (the “City”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the Council of the City (the “City Council”) thereof.

I do further certify that the foregoing is a full, true, and complete transcript of that portion of the minutes of the meeting (the “Meeting”) of the City Council held on the 23rd day of April, 2018, insofar as the same relates to the adoption of Ordinance Number _____ entitled:

AN ORDINANCE providing for the issuance of \$970,000 General Obligation Notes, Series 2018, of the City of Bloomington, McLean County, Illinois, for the purpose of paying the costs of purchasing certain commercial real estate in said City and authorizing the sale of said notes to Clayton Holdings, LLC.

(the “Ordinance”) a true, correct, and complete copy of which Ordinance as adopted at the Meeting appears in the foregoing transcript of the minutes of the Meeting.

I do further certify that the deliberations of the City Council on the adoption of the Ordinance were taken openly; that the vote on the adoption of the Ordinance was taken openly; that the Meeting was held at a specified time and place convenient to the public; that notice of the Meeting was duly given to all newspapers, radio or television stations, and other news media requesting such notice; that an agenda for the Meeting was posted at the location where the Meeting was held and at the principal office of the City Council at least 72 hours in advance of the holding of the Meeting; that at least one copy of said agenda was continuously available for public review during the entire 72-hour period preceding said Meeting; and that the Meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and the Illinois Municipal Code, as amended, and that the City Council has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the City Council in the adoption of the Ordinance.

IN WITNESS WHEREOF I hereunto affix my official signature and the seal of the City this 23rd day of April, 2018.

City Clerk

[SEAL]

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

CERTIFICATE OF PUBLICATION IN PAMPHLET FORM

I, the undersigned, do hereby certify that I am the duly qualified and acting City Clerk of the City of Bloomington, McLean County, Illinois (the “*City*”), and as such official I am the keeper of the official journal of proceedings, books, records, minutes, and files of the City and of the Council of the City (the “*City Council*”).

I do further certify that on the 23rd day of April, 2018, there was published in pamphlet form, by authority of the City Council, a true, correct and complete copy of Ordinance Number _____ of the City providing for the issuance of \$970,000 General Obligation Notes, Series 2018, dated April 27, 2018, of the City and that said ordinance as so published was on said date readily available for public inspection and distribution, in sufficient number to meet the needs of the general public, at my office as City Clerk located in the City.

IN WITNESS WHEREOF I have affixed hereto my official signature and the seal of the City this 23rd day of April, 2018.

[SEAL]

City Clerk



REGULAR AGENDA ITEM NO. 9C

FOR COUNCIL: April 23rd, 2018

SPONSORING DEPARTMENT: Administration - Facilities

SUBJECT: Consideration of a Resolution Waiving the Formal Bidding Process to approve a Contract with Mid-Illinois Mechanical Inc., up to the amount of \$290,875.00, for replacement of Warm Brine Piping at the Grossinger Motors Arena as requested by the Administration – Facilities Department.

RECOMMENDATION/MOTION: The attached Resolution Waiving the Formal Bidding Requirements and approving a Contract with Mid-Illinois Mechanical Inc. for replacement of Warm Brine Piping at the Grossinger Motors Arena up to the amount of \$290,875.00 be approved, and the Mayor and City Clerk be authorized to execute the Resolution and the Interim City Manager and City Clerk be authorized to execute any other necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure & Facilities.

STRATEGIC PLAN SIGNIFICANCE: Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

BACKGROUND: The ice plant system which maintains ice on the floors of the Coliseum and Pepsi Ice Center has developed leaks since original installation in 2005. Staff have been investigating the cause of the leaks during the past few years and a few minor leaks have been repaired. Unfortunately, the system continues to leak and the salt water brine which runs through the pipes of the system must be constantly monitored and adjusted to compensate for the leaks. This project involves replacing the underground warm brine piping between the ice plant and both the Arena and Pepsi Ice Center ice rinks and the ice melt pit. Direct replacement of the buried pipes is not economically feasible due to the concrete floors, coolers, interior walls and other building components that would require removal and replacement. Therefore, an overhead piping system will be used to the extent possible. The overhead pipes will mitigate the current problem of undetectable leaks and allow future repairs or replacement to be accomplished more economically.

The work was bid through Bid 2018-38, but no bids were received. Staff called a few contractors after the bid opening to inquire about the bid response. Most contractors indicated that a bid was not submitted due to timing. They were busy preparing other bids and had insufficient time to prepare a bid for this work.

The work is included in the adopted FY2018 Budget and no funding for the work is included in the proposed FY2019 Budget. Since there is insufficient time to rebid the project, staff recommends approval of the Resolution waiving the formal bidding requirements and execution of the negotiated contract for replacement of the warm brine piping. If pipe replacement is not

performed, the ability to create ice on the Arena and Pepsi Ice Center floors may be lost which will reduce income generated by ice events which occur at both venues.

A contingency has been added to Mid-Illinois Mechanical's total bid. This contingency will be used if needed to address unforeseen issues encountered during the project.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bid 2018-38 was advertised in The Pantagraph on March 8, 2018. A Pre-Bid meeting was held at 10:00 a.m. on March 14, 2018 at the Arena. VenuWorks has been involved throughout the design and bidding process. No bids were received for this solicitation, so City staff negotiated a price to complete the work with Mid-Illinois Mechanical, Inc. who have successfully completed several prior City projects.

FINANCIAL IMPACT: The FY 2018 Budget includes \$350,000 for Ice Plant Leak Repairs under City Arena-Buildings account (57107110-72520). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Budget Other Funds" on pages 213, 294, 382 and 383.

Respectfully submitted for Council consideration.

Prepared by: Russel Waller, Facilities Manager

Reviewed by: Steve Rasmussen, Interim 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:

- 1B – Proposal Arena Brine Piping from Mid-Illinois Mechanical, Inc.
- 1C – Resolution Arena Brine Piping
- 1D – Contract Arena Brine Piping



Mid-Illinois Mechanical, Inc.

304 Mason Street
Bloomington, IL 61701
(309) 828-0459, (309) 829-2162 fax

Project Name: Grossinger Motors Arena Brine Piping Replacement
Location: Bloomington Illinois
Bid Date: 4/6/2018

addenda	date
1	3/16/2018
2	3/22/2018

We propose to furnish the following scope of work:

Section	Work Description	
024119	Complete	Selective Demolitions
033000	Complete	Cast-in place Concrete
051200	Complete	Structural Steel
078413	Complete	Penetration Firestopping
230516	Complete	Expansion Fittings and Loops for HVAC Piping
230529	Complete	Hangers and Supports for HVAC Piping and Equipment
230548	Complete	Vibration and Seismic Controls for HVAC Piping and Equipment
236700	Complete	Process Water Systems

Base Bid: \$228,000

Alternate Bid for Pump Replacement Add: \$4,700

TOTAL BID: \$232,700

The following items are specifically excluded from this proposal:

- Overtime and shift work
- Painting (Our scope of work only)
- Temperature controls
- Seating removal and relocation
- Dasher Board removal and replacement

offered by Jeremy Dodson

RESOLUTION NO. 2018 – _____

A RESOLUTION AUTHORIZING WAIVING THE FORMAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT WITH MID-ILLINOIS MECHANICAL, INC. FOR WARM BRINE PIPING REPLACEMENT AT GROSSINGER MOTORS ARENA

WHEREAS, the City of Bloomington Facilities Maintenance Division is responsible for repairs to major equipment at the Grossinger Motors Arena; and

WHEREAS, the warm brine piping at the facility are leaking and repairs are necessary in order to create ice on the Arena and Pepsi Ice Center floors; and

WHEREAS, the work was bid through Bid #2018-38, but no bids were received; and

WHEREAS, funding for this work is included in the FY 2018 budget, but there is insufficient time to rebid the work; and

WHEREAS, Facilities Maintenance Staff have negotiated a price for the work with Mid-Illinois Mechanical, Inc.

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

That the recitals set forth above are incorporated herein, the bidding requirements waived and the City Manager, or designated representatives, are authorized to hire Mid-Illinois Mechanical, Inc. to perform the repairs up to the amount of \$290,875.00, and are authorized to execute the necessary contract.

PASSED this 23rd day of April, 2018.

APPROVED this _____ day of April, 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk

CITY OF BLOOMINGTON
CONTRACT WITH

FOR

THIS AGREEMENT, dated this _____ day of _____, 2018, 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. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR: a lump sum amount of \$_____; or the amount(s) set forth in Exhibit B. Invoices shall be due and payable in accordance with the provisions and requirements of Bid 2018-38, which provisions are incorporated herein.

Section 4. 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 5. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from claims, demands, causes of action and liabilities of every kind and nature whatsoever arising out of or in connection with CONTRACTOR's operations performed under this Contract, except for loss, damage or expense arising from the sole gross negligence or willful misconduct of the CITY or the CITY's agents, servants or independent contractors who are directly responsible to CITY. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Contract.

Section 6. General Liability Insurance. CONTRACTOR shall maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits shall be less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy. Umbrella liability coverage must also be provided in the amount of \$4,000,000 for each occurrence, \$4,000,000 in aggregate.

Section 7. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 8. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 9. Compliance with Laws. CONTRACTOR and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 10. Prevailing Wage. The following shall apply to this contract:

This contract is not for a "public work" and therefore Prevailing Wage does not apply. *Initial:* _____ (City) _____ (CONTRACTOR)

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.

Initial: _____ (City) _____ (CONTRACTOR)

Section 11. 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 agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, or conflicts arising from CONTRACTOR actual or alleged violation of the FOIA, or CONTRACTOR failure to furnish all documentation related to a request within five (5) days after CITY issues notice of a request. Furthermore, should CONTRACTOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request thereby denying that request, CONTRACTOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. CONTRACTOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees and any other expenses) to defend any denial of a FOIA request by CONTRACTOR request to utilize a lawful exemption to CITY.

Section 12. Governing Law / Performance Bond. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois. CONTRACTOR must also provide a performance bond in the amount of \$23,270 in the same form set forth in the bid documents for Bid 2018-38.

Section 13. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

Section 14. Attorney Fees. In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

Section 15. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

Section 16. Term. The term of this Contract shall be:

Until all of the services and/or deliverables required to provided within this Contract are completed.

~~8~~ ~~ane~~ / ~~#~~ year from the date of execution.

~~8~~ ~~fwo~~ / ~~S~~ years from the date of execution.

Other: _____

The Contract shall also be subject to the following renewal terms, if any: _____

Notwithstanding anything herein, the provisions in Sections 5 and 11 shall survive termination.

Section 17. 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 _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

EXHIBIT B
FEES / COMPENSATION



REGULAR AGENDA ITEM NO. 9D

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Parks, Recreation & Cultural Arts Department

SUBJECT: Consideration of the purchase of new Golf Maintenance Equipment (BID #2018-39) from ERB Turf Equipment, in the total amount of \$254,429.97, as requested by the Parks, Recreation & Cultural Arts Department.

RECOMMENDATION/MOTION: The purchase of new Golf Maintenance Equipment at the City Golf Courses (BID #2018-39) from ERB Turf Equipment, in the total amount of \$254,429.97, be approved, and the Procurement Manager be authorized to execute the purchase order.

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

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

BACKGROUND: Our golf courses are considered to be some of the finest in downstate Illinois. In the most recent Golf Digest Magazine rankings, The Den at Fox Creek received a prestigious 4 ½ star rating (out of 5) which places it alongside only six other courses in the state of Illinois in the same fee category to receive the honor. Prairie Vista received a 4 star rating while Highland Park received a 3½ star rating. Golf Digest also once voted Bloomington/Normal the fifth best city to live for golf in the country. The courses regularly hosts events from throughout the state, most notably, the Illinois High School State Finals (IHSA) held at The Den at Fox Creek and Prairie Vista in October of each year. In order to maintain our courses in a manner that is consistent with the expectations of our customers, we need to continue providing quality playing surfaces.

Due to the current age of our golf maintenance equipment, with mowers 15 plus years past industry standard replacement schedules, staff is not able to work in an efficient manner as a significant amount of time is being spent attempting to repair aging equipment. As older pieces of equipment and vehicles are retained well beyond their expected lifespan currently, the consequences are that outdated equipment is less reliable (leads to inefficiency in getting tasks finished), experience more mechanical failures (leads to higher repair and maintenance costs), and is less effective (results in a noticeable reduction in course conditioning). Advancements in equipment technology have led to much greater productivity and efficiency with newer equipment, particularly with fuel saving hybrid technology which will be in place on the new mowers. Our entire staff will be working more efficiently when equipment is not frequently breaking down. Newer equipment means less maintenance, fewer repairs, less fuel used, and increased reliability.

On Wednesday, March 21, 2018, at 2:00 pm, bids were publicly opened and read for the new golf maintenance equipment. One bid was submitted and it met the specifications that were requested.

ERB Turf submitted a grand total bid for \$254,429.97. The total equipment cost of \$272,529.97 less \$18,100.00 for the aging equipment that was traded into ERB Turf. City policy for disposal of City property was followed and ERB Turf agreed to the allowance for the used equipment.

ERB Turf has been a long time vendor with the city and has proven through the years to provide equipment that will perform the job correctly while also lasting beyond a typical replacement schedule. Additionally, their service is exceptional with their staff providing our staff with many cost saving suggestions to keep the equipment in proper working condition. With ERB Turf submitting a bid that met specifications, also being under the amount budgeted for the purchase, and combined with their history of excellent customer service, staff would propose that ERB Turf be awarded the bid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: City Purchasing Agent

FINANCIAL IMPACT: Funds are included in the FY 2018 Budget under the Capital Lease-Capital Outlay Equipment Other than Office account (40110137-72140). Stakeholders can locate this in the FY 2018 Budget Book titled "Adopted Other Funds Budget" on pages 102 and 109. Items being purchased include: (1) Greens mower, (2) Fairway mowers, (2) Tractors, (2) Tee mowers, (2) Sand trap rakes. For more details on the equipment including the equipment being traded, please see the attachment titled "PRCA 2D Bid Form & Equipment Golf Maint Equip."

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Jason Wingate, Superintendent of Golf

Reviewed by: Jay Tetzloff, Director of Parks, Recreation & Cultural Arts

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:

- 2A – John Deere Equipment Advantages

- 2C – Bid Tabulation – Golf Maintenance Equipment
- 2D – Bid Form & Equip. Golf Maintenance Equipment

Trusted by the Best.



JOHN DEERE
GOLF



Support that lasts long after the sale:
Your local John Deere Golf distributor.



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* The engine horsepower and torque information are provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower and torque will be less. Refer to engine manufacturer's website for additional information. A40, V40, 1200H Engine Manufacturer Gross Power per SAE J1940. Tested in accordance with SAE J1995.

† Engine horsepower and torque information are provided by the engine manufacturer to be used for comparison purposes only. Actual operating horsepower and torque will be less. Refer to engine manufacturer's website for additional information. Engine Manufacturer Gross Power per SAE J1940. Tested in accordance with SAE J1995.



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JOHN DEERE
GOLF

JohnDeere.com/Golf
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No mowers generate more confidence.

Eliminating the possibility of a hydraulic leak in the reel circuit is just the beginning. E-Cut[®] Hybrid technology delivers a cut that can be generated only by electricity. The reel speed always stays rock steady for a consistently ideal frequency of clip. So your course always looks pleasing to the eye and plays evenly as well.

No one else in the golf industry can match our lineup of hybrid mowers. From fairway mowers to riding and walking greens mowers, only John Deere can give you the trust and confidence that comes with this remarkable technology. Your fairways and greens are the highlights of your course. Give them the technology they deserve to look their very best, every day, every season, every year.



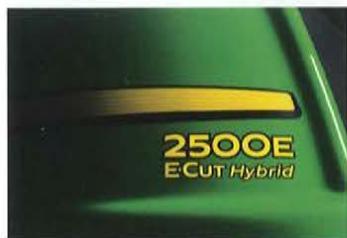
No mowers generate more confidence

E-Cut Hybrid technology delivers a cut that can be generated only by electricity. The reel speed always stays rock steady for a consistently ideal frequency of clip.



Simple for your crew to make the switch

Thanks to maintenance-free electric motors, no hydraulic lines in the reel circuit, and all the standard benefits of John Deere reel mowers like Quick Adjust cutting units.



Proven hybrid performance

Since 2005, E-Cut hybrid technology has been earning the trust of courses all over the world, thanks to design features like separating controllers from the motors to prevent overheating.



More sustainable technology

With E-Cut Hybrid technology, these mowers can run at reduced throttle to save fuel and reduce noise levels. In fact, the 2500E is the quietest engine-powered riding greens mower according to ISO standards.



A revolution in time savings.

Cutting Units with Speed Link™

The reels on all our green, trim, and fairway mowers make all adjustments quick and easy, thanks to a revolutionary Speed Link system that makes it possible to adjust height of cut to both sides of the cutting unit in no time. A linking bar connects both sides of the rear roller to a high-reduction ratio worm gear, allowing one-thousandth-of-an-inch adjustments to be made to both sides of the roller simultaneously just by using a cordless drill (or 16 mm wrench).

5-inch diameter reel

Ideal for lower heights of cut

18- or 22-in. widths

Quick bedknife-to-reel adjustment

7-, 11-, or 14-blade reels

Interchangeable across the line, a real cost-saver

7-inch diameter reel

Ideal for warm-season grasses, cutting runner, and thatch

22-, 26-, or 30-in. widths

Quick bedknife-to-reel adjustment

8- or 10- blade reels



14-blade reel



Rear roller power brush
Prevents accumulation of grass clippings and other debris on the rear roller.



Fairway/Greens Tender™ conditioner
Slices stolons, controls grain, and delivers a truer playing surface.



Rollers
A full selection of spiral-grooved, continuous grooves, and solid options.



Verticutter*
Dethatches and slices rhizomes and stolons to promote more vigorous turf density.

*Not available for E-Cut Hybrids

RECORD OF BID OPENING FOR:

BID #2018-39
Golf Maintenance Equipment

DATE: March 21, 2018

TIME: 2:00 p.m.

Rec'd Date/Time & Staff Initials	Bidder's Name	City, State	Mandatory City Documents	Bid Signed	Bid Bond	Addendum #1	Golf Maintenance Equipment Amount	Trade-In Allowance	GRAND TOTAL
adl 3/21/18 11:09am	Erb Turf Equipment	Bellefonte, IL	✓	✓	✓	✓	\$ 272,529.97	\$ 16,100.00	\$ 254,429.97

WITNESSES:

Angela Miller
Musty Sharp
Z. C. [Signature]

*Disclaimer: This is a Bid tabulation for record of the Bid opening. Bids have not been reviewed and have not been presented to council. This does not represent any Award. Prices or options/alternates will not be included on the tabulation.

BID FORM

BID #2018-39

Golf Maintenance Equipment

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid price submitted, and to supply all commodities as required in the requirements and Instructions to Bidders. We further agree to deliver the commodity as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

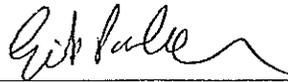
The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

DESCRIPTION	AMOUNT
Golf Maintenance Equipment	\$ <u>272,529.97</u>
Trade-In Allowance	\$ <u>18,100.00</u>
Grand Total	\$ <u>254,429.97</u>

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

Erb Turf Equipment, Inc.
Firm


Authorized Signature

1500 Boul Ave
Address

Belleville, IL 62226
City State Zip

618-410-5435
Phone Number

3/16/2018
Date

Email Address: eparker@erbturf.com

FY 2018 Golf Maintenance Equipment Bid

The City of Bloomington is requesting to purchase the following equipment in one comprehensive package. All equipment, unless noted, should be new, current production (2018) equipment. All prices should include freight and assembly. All units must be delivered fully assembled, serviced and ready for operation. Delivery of all equipment will be within ten (10) business days of order confirmation. The new equipment will need to be delivered across all three Bloomington courses depending on each piece of equipment in the bid. The City will coordinate this after award, prior to delivery.

A) One (1) Greens Mower with the following specifications (please note any exceptions in the space provided):

- Minimum 21 horsepower
- Hybrid Technology
- Three (3) Eleven Blade Cutting Units
- Gas
- Offset Cutting Units
- Smooth Tires
- Two Wheel Drive
- Rear Roller Power Brushes
- Front Groomers
- ROPS
- Light Kit
- Minimum two (2) year full manufacturer's warranty

Exceptions:

None, meets or exceeds all specifications

John Deere 2500E

B) Two (2) Fairway Mowers with the following specifications (please note any exceptions in the space provided):

- Minimum 37 horsepower
- Five (5) Seven Blade Cutting Units
- Hybrid Technology
- Diesel
- Rear Roller Power Brushes
- ROPS
- Minimum 100" total cutting width
- On Board Diagnostic Technology with ability to adjust mow speed, turn speed and transport speed.
- Four Wheel Drive
- Grooved Front Rollers
- Light Kit
- Minimum two (2) year full manufacturer's warranty

Exceptions:

None, meets or exceeds all specifications

John Deere 7500AE

C) Two (2) Tractors with the following specifications (please note any exceptions in the space provided):

- Minimum engine horsepower of 65
- Minimum 52 horsepower at the PTO
- Diesel
- Four wheel drive
- Galaxy Turf Special Tires
- Hitch assist, auxiliary 3-point hitch control and quick hitch process making for easy implement hookup.
- Hood Guard
- Two sets of rear hydraulics. One with full flow capability.
- Weight Kits

Exceptions:

None, meets or exceeds all specifications

John Deere 4066R

D) Two (2) Tee Mowers with the following specifications (please note any exceptions in the space provided):

- Minimum 21 horsepower
- Hybrid Technology
- Three Cutting Units
- Gas
- Offset Cutting Units
- Smooth Tires
- ROPS
- Light Kit
- New, used or demo model units will be considered– units must be model year 2015 or newer with fewer than 1000 hours.

Exceptions:

None, meets or exceeds all specifications.

2015 John Deere 2500E with 815 and 843 hours.

E) Two (2) Trap Rakes with the following specifications (please note any exceptions in the space provided):

- Minimum 16 horsepower
- Gas
- 72" Rear Prong Blade Rake
- 40" Front Blade
- Light Kit
- Minimum two (2) year full manufacturer's warranty

Exceptions:

None, meets or exceeds all specifications

John Deere 1200H

The City of Bloomington will also be trading in the following vehicles. Please provide a comprehensive trade value for all items together. The pre-bid meeting will be the only time to view the following vehicles in person.

Description	Trade In Value
Jacobsen GK IV	500
Cushman Truckster – Three Wheel	200
Cushman Truckster – Four Wheel	1500
National Tri-Plex Mower	50
Ryan GA 30	50
Ryan GA 30	300
Giant Vac Blower	250
Kubota Tractor	6500
Trimax Flail Mower	100
Trimax Flail Mower	100
Toro Reelmaster 5400	50
Toro Reelmaster 5400	1000
Jacobsen GK VI	50
Jacobsen Tri-King	500
Ford 545 Tractor	2500
Toro Sand Pro	400
John Deere 2500D	400
Buffalo Turbine	300
Club Car Carryall	200
Club Car Carryall	350
Ford End Loader	2800
TOTAL	18100



REGULAR AGENDA ITEM NO. 9E-A

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENTS: Public Works / Water

SUBJECT: Consideration of a Contract with Rowe Construction, a Division of United Contractors Midwest, Inc., in the amount of \$4,010,000, for the FY 2019 General Resurfacing Program (Bid #2018-29), as requested by the Public Works and Water Departments.

RECOMMENDATION/MOTION: A Contract with Rowe Construction, a Division of United Contractors Midwest, Inc., including the bid unit prices proposed, be approved in amount up to \$4,010,000 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 4. Strong neighborhoods; Goal 5. Great place – livable, sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Better quality roads and sidewalks; Objective 5a. Well-planned City with necessary services and infrastructure; Objective 5b. City decisions consistent with plans and policies; Objective 5e. More attractive city: commercial areas and neighborhoods

BACKGROUND: Public Works is recommending approval of the FY 2019 Streets General Resurfacing program in the amount of \$4,010,000.

The Public Works Department prepared the FY 2019 General Resurfacing proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:30 PM Tuesday, April 5, 2018, in the office of the City Clerk. One (1) bid was received and opened.

Contractor	Bid Amount (Bid # 2018-29)
Rowe Construction - UCM	\$3,900,339.87

Public Works did not receive any other bids.

The substantial completion date for this project is in the bid documents as November 2, 2018.

Following review of the submitted bids for resurfacing and sidewalks, Staff recommends the following final allocation as the best use of available funding (see next page):

Public Works FY 2019 Streets and Sidewalks Funding

Multi-Year Street & Alley Resurface Program Budget*	\$ 4,360,000
General Resurfacing (Bid #2018-29)	\$ 4,010,000
Pavement Preservation	\$ 350,000
Emergency Multi-Year Street, Alley & Sidewalk Repairs Budget	\$ 200,000
Street, Alley & Sidewalk Maintenance (Bid # 2018-44)	\$ 200,000
Multi-Year Sidewalk Repair Program, ADA Sidewalk Ramp Replacement Program, and Sidewalk Replacement 50-50 Program Budgets	\$ 1,010,000
Sidewalk Replacement and Handicap Ramp Program (Bid # 2018-31)	\$ 960,000
Sidewalk Vertical Displacement Repair Program (Bid # 2018-34)	\$ 50,000
TOTAL ALL PROGRAMS	\$ 5,570,000

**Includes \$70,000 from Water Department*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Funds will be allocated from the Capital Improvement-Street Construction & Improvement account (40100100-72530) in the amount of \$3,940,000. Stakeholders can locate the account in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement Proposed” on pages 62, 64, 183, 197, 208.

Funds will also be allocated from the Water Transmission & Distribution – Repair & Maintenance Infrastructure account (50100120-70550) in the amount of \$20,000. Stakeholders can locate the account in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement Proposed” on page 91.

Funds will also be allocated from the Water Purification – Repair & Maintenance Infrastructure account (50100130-70550) in the amount of \$50,000. Stakeholders can locate the account in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement Proposed” on page 93.

COMMUNITY DEVELOPMENT IMPACT:

Link to Comprehensive Plan/Downtown Plan Goals: Goal UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment; Goal TAQ-1 A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode; Goal TAQ-5 Safe and efficient movement of freight by motor vehicle, rail and air, in the community and serving local, state, national and international markets

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Michael Hill, Public Works Administration

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

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

Community Development review by: Bob Mahrt, Community Development Director

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:

- 5B AGREEMENT FY 2019 Street Resurfacing 20180423
- 5C MAP FY 2019 Street Resurfacing 20180423
- 5D PRESENTATION FY 2019 Street Resurfacing 20180423

AGREEMENT

THIS AGREEMENT, Made and entered into this **April 23, 2018**, by and between, **Rowe Construction, A Division of United Contractors Midwest, 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 March 22, 2018, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2019 General Resurfacing** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 5, 2018**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2019 General Resurfacing** 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 2019 General Resurfacing** 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 **\$4,010,000.00** 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 all streets requiring pavement markings shall be paved and ready for markings prior to October 4th, 2018, and that said Contractor shall complete all work included in this Contract by November 2nd, 2018.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

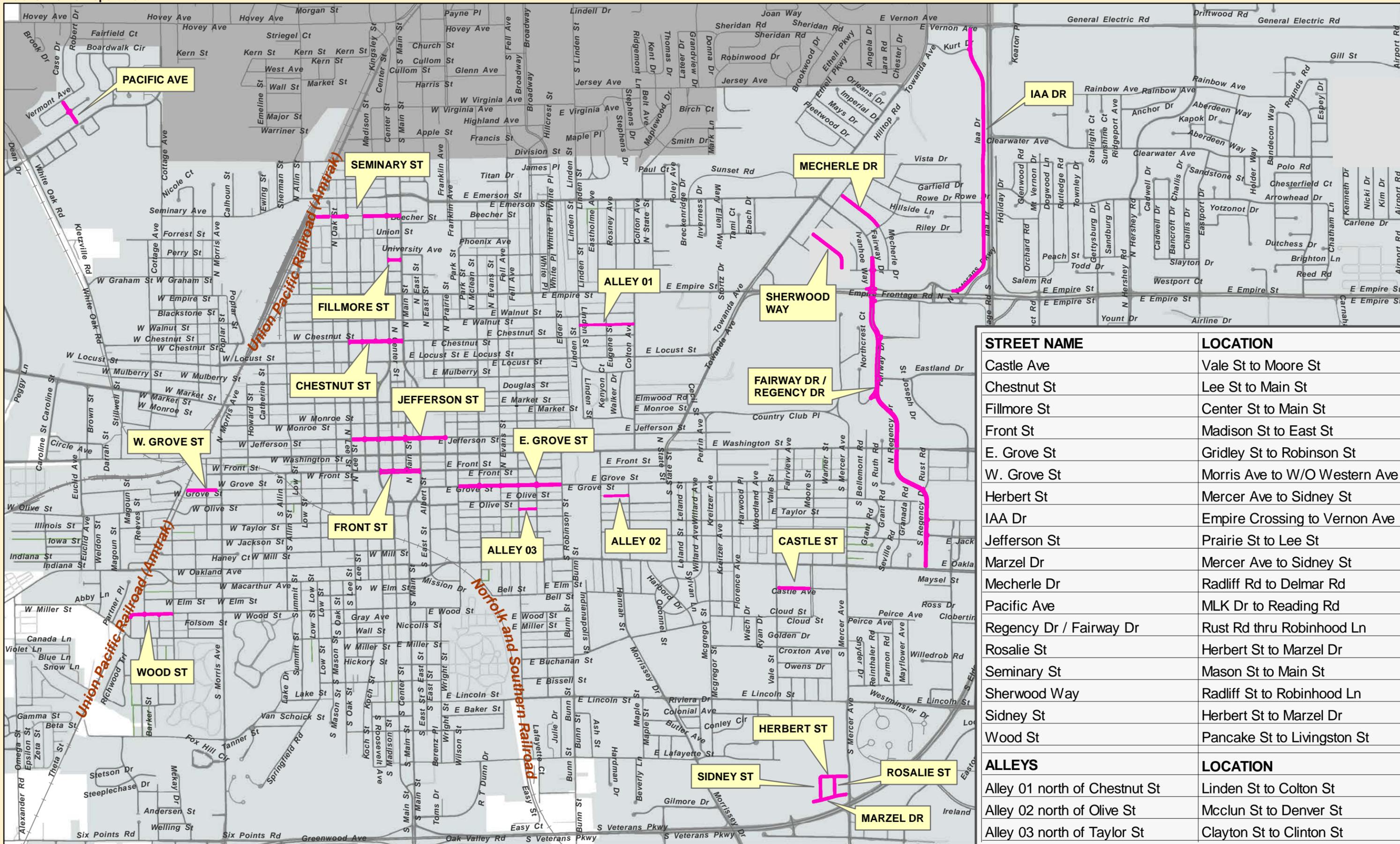
CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

GENERAL RESURFACING 2018 (FY2019)



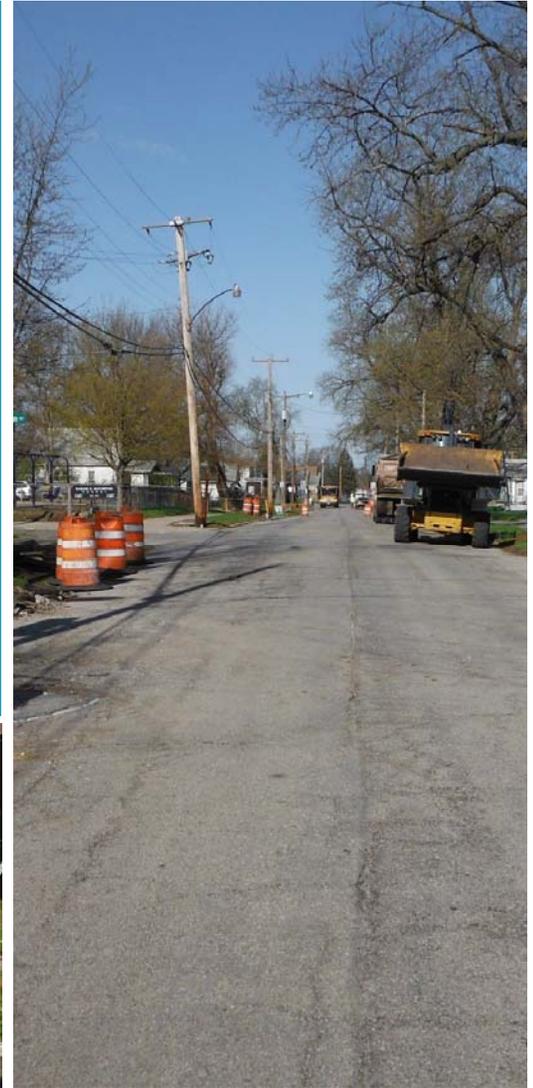
STREET NAME	LOCATION
Castle Ave	Vale St to Moore St
Chestnut St	Lee St to Main St
Fillmore St	Center St to Main St
Front St	Madison St to East St
E. Grove St	Gridley St to Robinson St
W. Grove St	Morris Ave to W/O Western Ave
Herbert St	Mercer Ave to Sidney St
IAA Dr	Empire Crossing to Vernon Ave
Jefferson St	Prairie St to Lee St
Marzel Dr	Mercer Ave to Sidney St
Mecherle Dr	Radliff Rd to Delmar Rd
Pacific Ave	MLK Dr to Reading Rd
Regency Dr / Fairway Dr	Rust Rd thru Robinhood Ln
Rosalie St	Herbert St to Marzel Dr
Seminary St	Mason St to Main St
Sherwood Way	Radliff St to Robinhood Ln
Sidney St	Herbert St to Marzel Dr
Wood St	Pancake St to Livingston St
ALLEYS	LOCATION
Alley 01 north of Chestnut St	Linden St to Colton St
Alley 02 north of Olive St	Mcclun St to Denver St
Alley 03 north of Taylor St	Clayton St to Clinton St



FY 2019 Streets & Sidewalks Funding

Bloomington City Council
April 23, 2017

Jim Karch, PE, CFM
Director of Public Works

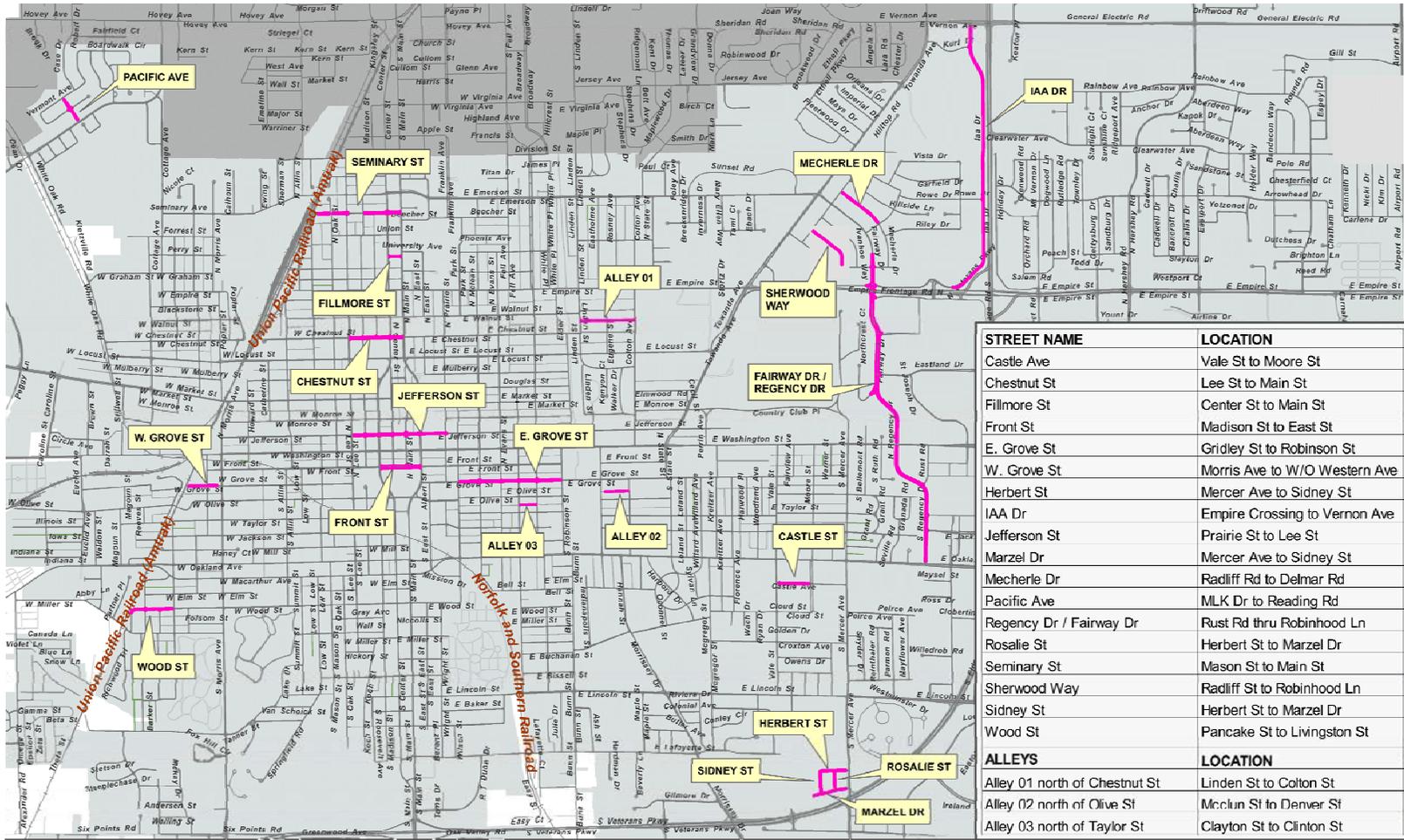


Streets and Sidewalks Funding Levels

Multi-Year Street & Alley Resurface Program*	\$4,360,000
General Resurfacing (Bid #2018-29)	\$4,010,000
Pavement Preservation	\$350,000
Emergency Multi-Year Street, Alley & Sidewalk Repairs	\$200,000
Street, Alley & Sidewalk Maintenance (Bid # 2018-44)	\$200,000
Multi-Year Sidewalk Repair Program, ADA Sidewalk Ramp Replacement Program, and Sidewalk Replacement 50-50 Program	\$1,010,000
Sidewalk Replacement and Handicap Ramp Program (Bid # 2018-31)	\$960,000
Sidewalk Vertical Displacement Repair Program (Bid # 2018-34)	\$50,000
TOTAL ALL PROGRAMS	\$5,570,000

**Includes \$70,000 from Water Department*

Multi-Year Street & Alley Resurface Program



General Resurfacing Contract

Rowe Construction: \$4,010,000

- “Worst first” approach
- Larger projects include:
 - Fairway Drive, Oakland to north of Empire
 - Reconfiguration at Empire
 - Bicycle lanes connecting to new Washington Street corridor
 - IAA Drive, Vernon to north of Empire
 - Jefferson, Lee to Prairie
 - Grove, Gridley to Robinson



Multi-Year Sidewalk Repair Program, ADA Sidewalk Ramp Replacement Program, and Sidewalk Replacement 50-50 Program



Sidewalk Replacement and Handicap Ramp Program Contract

Stark Excavating: \$960,000

- Funds ramps, most of which are along resurfacing routes
 - Year 4 of 10-year Master Plan
 - Funding level allows City to address half-blocks and entire blocks in many cases
 - The City of Bloomington replaced about 3 linear miles of sidewalk in FY 18
- Allows City to address citizen complaints
- Incentivizes property owner investment through \$110,000 50-50 program
- Funds some additional projects



Sidewalk Replacement and Handicap Ramp Program Contract

General Repairs
200 block S. Kreitzer Avenue

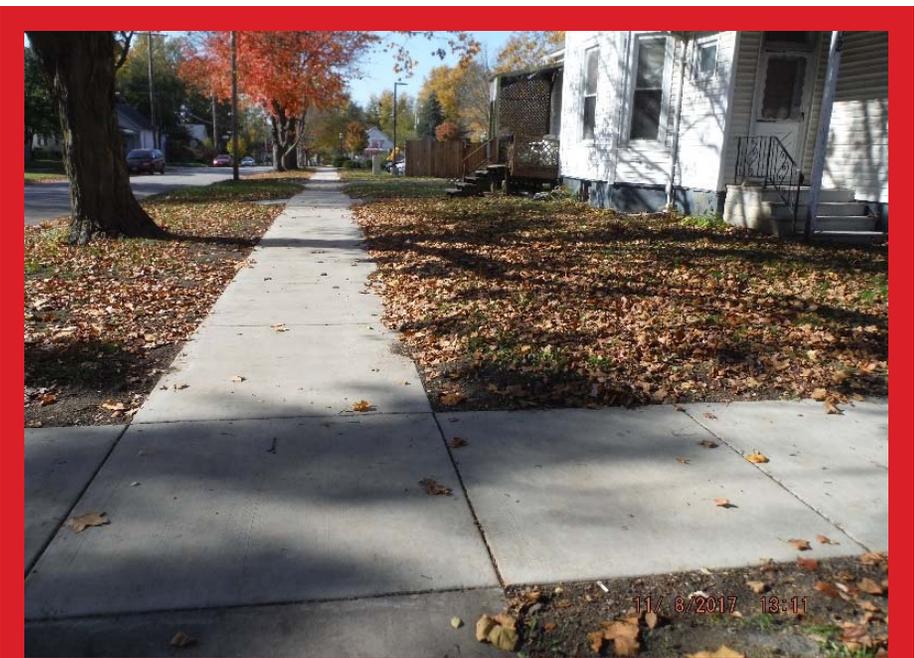
Quantity updated 11-3-17

When a grid is removed and replaced, a permit is required for the new grid.

On this block, we will be replacing the sidewalk on both sides of the street. The quantities will be for the grid and the curb.

200 block S. Kreitzer Avenue
(both sides)

12/14/2017 12:07



W. Walnut 500 to 700
(north side)

General Repairs
W. Walnut St through Lee, Oak, and Mason

Quantity updated 11-3-17

When a grid is removed and replaced, a permit is required for the new grid.

On this block, we will be replacing the sidewalk on both sides of the street. The quantities will be for the grid and the curb.

Item	Description	Quantity	Unit
1	REMOVE EXISTING	100	sq
2	CONCRETE	100	sq
3	INSTALL CURB	100	lin
4	INSTALL CURB	100	lin
5	INSTALL CURB	100	lin
6	INSTALL CURB	100	lin
7	INSTALL CURB	100	lin
8	INSTALL CURB	100	lin
9	INSTALL CURB	100	lin
10	INSTALL CURB	100	lin
11	INSTALL CURB	100	lin
12	INSTALL CURB	100	lin
13	INSTALL CURB	100	lin
14	INSTALL CURB	100	lin
15	INSTALL CURB	100	lin
16	INSTALL CURB	100	lin
17	INSTALL CURB	100	lin
18	INSTALL CURB	100	lin
19	INSTALL CURB	100	lin
20	INSTALL CURB	100	lin
21	INSTALL CURB	100	lin
22	INSTALL CURB	100	lin
23	INSTALL CURB	100	lin
24	INSTALL CURB	100	lin
25	INSTALL CURB	100	lin
26	INSTALL CURB	100	lin
27	INSTALL CURB	100	lin
28	INSTALL CURB	100	lin
29	INSTALL CURB	100	lin
30	INSTALL CURB	100	lin

Note: Because school is across the street, one side of the sidewalk must remain open at all times.

11/8/2017 13:11

General Repairs
800 block W. Mill St

Quantity updated 11-3-17

800 block W. Mill St
(north side)

Sidewalk Vertical Displacement Repair Program Contract

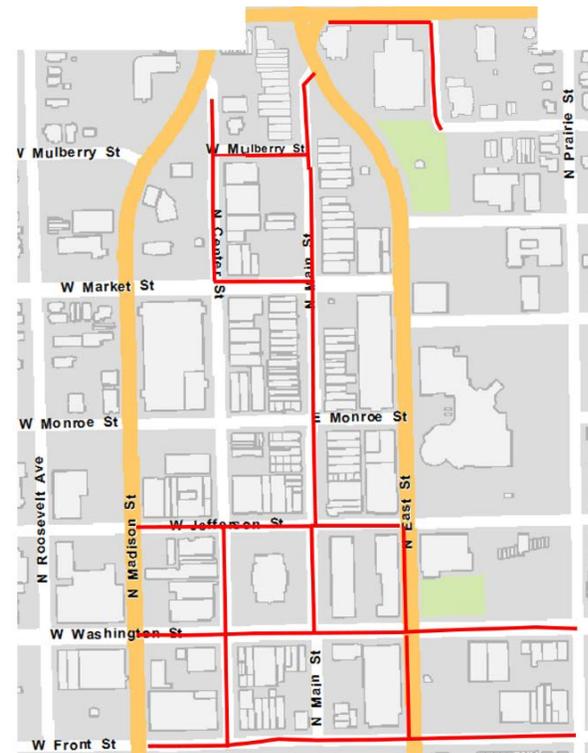
Stark Excavating: \$960,000

- Saw cutting (“grinding”) fixes uneven adjacent panels
- Targeted primarily for Downtown and in older east-side neighborhoods where settlement of panels has become a common issue
- Allows the City to fix multiple blocks in a subdivision. Grinding costs about half of what panel replacement costs



Sidewalk Vertical Displacement Repair Program Contract

- **Winter 2017-2018 Procurement**
 - Grinding along 743 feet of sidewalk
 - \$17,695
 - 453.72 inch-feet @\$39 per inch-foot)
- **Replacing panels would have cost more than \$32,135**
 - (3,715 sq. ft; remove & replace 6" @ \$8.65/SF = \$32,135)
- **This is a very conservative estimate of replacement cost, but it could have easily been double that**



Sidewalk Vertical Displacement Repair Program Contract

Oakridge: 46 inch-feet of grinding, plus 424 square feet of sidewalk replacement, will address all three blocks of Durham Drive.



Woodbine, 2000 and 2100 blocks, 43 inch-feet of grinds planned at 10 places.



Grinding 2 panels: Each grind was 5 feet wide, 3/4 inch high = 7.5 inch-feet total. \$277.50 under proposed Grind contract. Replacement of the 2 5X5 panels (50 SF), 4" concrete = \$475 under proposed Sidewalk contract.

Sidewalk Master Plan in Action

Sidewalk Master Plan (Adopted October 12, 2015)	
What the Plan Advocates	Is it being done?
<input type="checkbox"/> Build/upgrade sidewalk ramps when roads are resurfaced. Include ramps in the resurfacing budget.	✓ Yes
<input type="checkbox"/> Focus on sidewalks Rated 1-4.	✓ Yes
<input type="checkbox"/> Block by block: Prioritize if the adjacent street is being resurfaced.	✓ Yes
<input type="checkbox"/> Continue 50-50 sidewalk program.	✓ Yes



REGULAR AGENDA ITEM NO. 9E-B

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works, Water

SUBJECT: Consideration of a Contract, analysis of bids, and unit prices with George Gildner, Inc. for the FY 2019 Utility Maintenance Contract (Bid # 2018-40), as requested by the Public Works and Water Departments.

RECOMMENDATION/MOTION: A Contract and unit prices with George Gildner, Inc. be approved for the FY 2019 Utility Maintenance (Bid #2018-40), in an amount up to \$870,000.00, be approved, 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: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are not emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the FY 2019 Utility Maintenance contract is \$870,000.00.

Bids for the FY 2019 Utility Maintenance contract were received until 2:00 p.m. Thursday, April 5, 2018 in the office of the City Clerk. Three bids were received and opened in the Legal Conference Room. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

<u>(Bid)</u>	
George Gildner, Inc.	\$ 708,700.00 Low Bid
Stark Excavating, Inc.	\$ 826,043.00
Hoerr Construction, Inc.	\$ 891,640.00
<u>(Budget)</u>	
Storm Water	\$ 125,000.00
Sanitary Sewer	\$ 275,000.00
Water	\$ 470,000.00
Total Budget	\$ 870,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 22, and a pre-bid meeting was held at 1:30 PM on March 27, 2018, in the Public Works Department Conference Room.

FINANCIAL IMPACT: Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds and Capital Improvement Proposed". The page numbers follow the specific accounts and dollar amounts listed below:

Water - Distribution / Pump Station Infrastructure (50100120-70550)	\$100,000 page 91
Water – WTP / Evergreen Lake PS / Mackinaw pump pool (50100130-70550)	\$20,000 page 93
Water - Lake Maintenance- Repair Maint. Infrastructure (50100140-70550)	\$50,000 page 95
Water - Meter Services-Other Capital Imp. (50100150-72620)	\$300,000 page 97
Sanitary Sewer - Repair Maint. Infrastructure (51101100-70550)	\$275,000 page 103
Storm Water - Repair Maint. Infrastructure (53103100-70550)	\$125,000 page 109
Total Contract Award: \$870,000	

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, CE II

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

- 7B BID TABULATION FY2019 Utility Maintenance
- 7C CONTRACT FY2019 Utility Maintenance

CITY OF BLOOMINGTON
FY2019 UTILITY MAINTENANCE
 PROJECT NO. CITY # 50-18-53005-18-00
 CITY BID NO. 2018-40

Bid Opening Date: 4/5/2018
 Bid Opening Time: 2:00 PM
 PREPARED BY: Ward Snarr

Attended By: Carla Murillo
 Misty Shafer
 Ward Snarr
 Amanda Mohan

2019 Budget

LOW BID

LABOR / ITEM	2019 Budget		ENGINEERS ESTIMATE		George Gildner, Inc.		Stark Excavating, Inc.		Hoerr Construction, Inc.	
	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	860	\$73.00	\$62,780.00	\$40.00	\$34,400.00	\$68.00	\$58,480.00	\$84.00	\$72,240.00
LABORER	HR	4310	\$73.00	\$314,630.00	\$80.00	\$344,800.00	\$70.30	\$302,993.00	\$90.00	\$387,900.00
OPERATING ENGINEER	HR	2600	\$83.00	\$215,800.00	\$70.00	\$182,000.00	\$89.45	\$232,570.00	\$88.00	\$228,800.00
PLUMBER	HR	1500	\$83.00	\$124,500.00	\$60.00	\$90,000.00	\$78.00	\$117,000.00	\$83.00	\$124,500.00
TRUCK DRIVER	HR	2300	\$63.00	\$144,900.00	\$25.00	\$57,500.00	\$50.00	\$115,000.00	\$34.00	\$78,200.00
TOTALS				\$862,610.00		\$708,700.00		\$826,043.00		\$891,640.00

AGREEMENT

THIS AGREEMENT, Made and entered into this **23rd day of April, 2018**, by and between, **George Gildner, 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 **March 22, 2018**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2019 UTILITY MAINTENANCE** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Thursday, April 5, 2018** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2019 UTILITY MAINTENANCE** 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 **FY2019 UTILITY MAINTENANCE** 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 **\$870,000.00** 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 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 City Manager, 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. 9E-C

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works, Water

SUBJECT: Consideration of a Contract, analysis of bids, and unit prices for the FY2019 Emergency Utility Repair (Bid #2018-41) in the amount of \$450,000.00, as requested by the Public Works and Water Departments.

RECOMMENDATION/MOTION: A Contract and unit prices with George Gildner, Inc. for the FY2019 Emergency Utility Repair, Bid #2018-41 in an amount up to \$450,000.00 be approved, 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: This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are emergencies. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the FY2019 Emergency Utility Repair contract is \$450,000.00.

Bids for the FY2019 Emergency Utility Repair contract were received until 2:00 p.m. Thursday, April 5, 2018, in the office of the City Clerk. Three bids were received and opened in the Legal Conference Room. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

(Bid)	
George Gildner, Inc.	\$ 333,750.00 Low Bid
Stark Excavating, Inc.	\$ 421,275.00
Hoerr Construction, Inc.	\$ 563,750.00

(Budget)	
Storm Water	\$ 125,000.00
Sanitary Sewer	\$ 275,000.00
Water	\$ 50,000.00
Total Budget	\$ 450,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 22, and a pre-bid meeting was held at 1:45 PM on March 27, 2018, in the Public Works Department Conference Room.

FINANCIAL IMPACT: Stakeholders can locate this in the FY 2019 Proposed Budget Book titled "Other Funds and Capital Improvement Proposed". The page numbers follow the specific accounts and dollar amounts listed below:

Water – Emergency Repair (50100140-70550)	\$50,000 page 95
Sanitary Sewer - Repair Maint. Infrastructure (51101100-70550)	\$275,000 page 103
Storm Water - Repair Maint. Infrastructure (53103100-70550)	\$125,000 page 109
Total Contract Award:	\$450,000

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, CE II

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

- 8B BID TABULATION FY2019 Emergency Utility Repair
- 8C CONTRACT FY2019 Emergency Utility Repair

CITY OF BLOOMINGTON
FY2019 EMERGENCY UTILITY REPAIR
 PROJECT NO. CITY # 50-18-53005-19-01
 CITY BID NO. 2018-41

Bid Opening Date: 4/5/2018
 Bid Opening Time: 2:00 PM
 PREPARED BY: Ward Snarr
 LOW BID

Attended By: Carla Murillo
 Misty Shafer
 Ward Snarr
 Amanda Mohan

2019 Budget

LABOR / ITEM	\$450,000.00		ENGINEERS ESTIMATE		George Gildner, Inc.		Stark Excavating, Inc.		Hoerr Construction, Inc.	
	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	600	\$75.00	\$45,000.00	\$30.00	\$18,000.00	\$70.00	\$42,000.00	\$117.00	\$70,200.00
LABORER	HR	2250	\$75.00	\$168,750.00	\$78.00	\$175,500.00	\$75.00	\$168,750.00	\$113.00	\$254,250.00
OPERATING ENGINEER	HR	1250	\$85.00	\$106,250.00	\$69.00	\$86,250.00	\$94.50	\$118,125.00	\$118.00	\$147,500.00
PLUMBER	HR	600	\$85.00	\$51,000.00	\$65.00	\$39,000.00	\$79.00	\$47,400.00	\$105.00	\$63,000.00
TRUCK DRIVER	HR	600	\$65.00	\$39,000.00	\$25.00	\$15,000.00	\$75.00	\$45,000.00	\$48.00	\$28,800.00
TOTALS				\$410,000.00		\$333,750.00		\$421,275.00		\$563,750.00

AGREEMENT

THIS AGREEMENT, Made and entered into this **23rd day of April, 2018**, by and between, **George Gildner, 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 **March 22, 2018**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2019 EMERGENCY UTILITY REPAIR** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Thursday, April 5, 2018** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2019 EMERGENCY UTILITY REPAIR** 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 **FY2019 EMERGENCY UTILITY REPAIR** 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 **\$450,000.00** 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 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 City Manager, 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. 9E-D

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Contract, analysis of bids, and unit prices with Bodine Electric of Decatur for the FY 2019 Traffic Signal Maintenance & Emergency Traffic Signal Repair (Bid #2018-42), in the amount of \$130,000.00, as requested by the Public Works Department.

RECOMMENDATION/MOTION: A Contract and unit prices with Bodine Electric of Decatur for the FY 2019 Traffic Signal Maintenance & Emergency Traffic Signal Repair (Bid #2018-42), in an amount up to \$130,000.00, be approved, 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: This contract includes traffic signal mast arm, controller and other signal equipment repairs or replacements and other work on City electric and traffic signal facilities. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the FY 2019 Traffic Signal Maintenance & Emergency Traffic Signal Repair contract is \$130,000.00.

Bids for the FY2019 Traffic Signal Maintenance & Emergency Traffic Signal Repair contract were received until 2:30 p.m. Thursday, April 5, 2018, in the office of the City Clerk. Three bids were received and opened in the Legal Conference Room. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

	(Bid)
Bodine Electric of Decatur	\$ 77,255.55* Low Bid (*\$77,251.50-As Read)
Champaign Signal and Lighting	\$ 105,555.00
Egizii Electric, Inc.	\$ 112,765.15
	(Budget)
Traffic Signal Repair	\$ 130,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 22, and a pre-bid meeting was held at 2:30 PM on March 27, 2018, in the Public Works Department Conference Room.

FINANCIAL IMPACT: The total budget for FY 2019 of \$130,000 is located under the Engineering-Contracted Traffic Signal Repair account (10016210-70662). Stakeholders can locate this in the Proposed FY 2019 Budget Book titled “Budget Overview & General Fund Proposed” on page 269.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, CE 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: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 11A BID TABULATION FY2019 Traffic Signal Maintenance & Emergency Traffic Signal Repair
- 11A CONTRACT FY2019 Traffic Signal Maintenance & Emergency Traffic Signal Repair

CITY OF BLOOMINGTON
 FY2019 TRAFFIC SIGNAL MAINTENANCE & EMERGENCY TRAFFIC SIGNAL REPAIR

PROJECT NO. CITY # 50-17-53005-19-00
 CITY BID NO. 2018-42

2019 Budget

Bid Opening Date: S
 Bid Opening Time: 2:30 PM
 PREPARED BY: Ward Snarr
 LOW BID

Attended By: Carla Murillo
 Misty Shafer
 Ward Snarr
 Amanda Mohan

LABOR / ITEM	\$130,000.00		ENGINEERS ESTIMATE		Bodine Electric of Decatur		Champaign Signal & Lighting		Egizii Electric, Inc.	
	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
ELECTRICIAN	HR	750	\$98.00	\$73,500.00	\$85.00	\$63,750.00	\$115.00	\$86,250.00	\$80.00	\$60,000.00
LABORER	HR	150	\$65.00	\$9,750.00	\$0.01	\$1.50	\$1.00	\$150.00	\$55.39	\$8,308.50
OPERATING ENGINEER	HR	150	\$75.00	\$11,250.00	\$0.01	\$1.50	\$1.00	\$150.00	\$73.92	\$11,088.00
TRUCK DRIVER	HR	125	\$45.00	\$5,625.00	\$0.01	\$1.25	\$1.00	\$125.00	\$48.97	\$6,121.25
ELECTRICIAN - EMERGENCY	HR	150	\$110.00	\$16,500.00	\$90.00	\$13,500.00	\$125.00	\$18,750.00	\$115.00	\$17,250.00
LABORER - EMERGENCY	HR	50	\$67.00	\$3,350.00	\$0.01	\$0.50	\$1.00	\$50.00	\$72.10	\$3,605.00
OPERATING ENGINEER - EMERGENCY	HR	40	\$77.00	\$3,080.00	\$0.01	\$0.40	\$1.00	\$40.00	\$95.27	\$3,810.80
TRUCK DRIVER - EMERGENCY	HR	40	\$45.00	\$1,800.00	\$0.01	\$0.40	\$1.00	\$40.00	\$64.54	\$2,581.60
TOTALS				\$124,855.00		\$77,255.55		\$105,555.00		\$112,765.15

As Read - \$77,251.50

AGREEMENT

THIS AGREEMENT, Made and entered into this **23rd day of April, 2018**, by and between, **Bodine Electric of Decator**, 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 **March 22, 2018**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2019 TRAFFIC SIGNAL MAINTENANCE & TRAFFIC SIGNAL REPAIR** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Thursday, April 5, 2018** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said of **FY2019 TRAFFIC SIGNAL MAINTENANCE & TRAFFIC SIGNAL REPAIR** 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 of **FY2019 TRAFFIC SIGNAL MAINTENANCE & TRAFFIC SIGNAL REPAIR** 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 **\$130,000.00** 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 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 City Manager, 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. 9E-E

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Contract, analysis of bids, and unit prices with McLean County Asphalt Co., Inc. for the FY 2019 Street, Alley, & Sidewalk Maintenance (Bid #2018-44), in the amount of \$200,000.00, as requested by the Public Works Department.

RECOMMENDATION/MOTION: A Contract and unit prices with McLean County Asphalt Co., Inc. for the FY 2019 Street, Alley, & Sidewalk Maintenance (Bid #2018-44) in an amount up to \$200,000.00 be approved, 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: This contract includes maintenance and repair of streets, alleys sidewalks, curb & gutter, driveways and other related items on City owned properties. This work is beyond the capability of City crews due to the lack of necessary equipment or manpower. The budget for the FY2019 Street, Alley, & Sidewalk Maintenance contract is \$200,000.00.

Bids for the FY 2019 Street, Alley, & Sidewalk Maintenance contract were received until 2:00 p.m. Thursday, April 5, 2018, in the office of the City Clerk. Five bids were received and opened in the Legal Conference Room. A bid tabulation is attached. Since the project involves maintenance of City utilities throughout the current fiscal year and all maintenance locations are not currently known, a contract for the entire budget amount will be awarded.

(Bid)	
George Gildner, Inc.	\$ 166,200.00
McLean County Asphalt Co, Inc	\$ 153,737.50 Low Bid
Stark Excavating, Inc.	\$ 174,090.00
Rowe Construction, Inc.	\$ 194,400.00
Hoerr Construction, Inc.	\$ 227,550.00
(Budget)	
Total Budget	\$ 200,000.00

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: This work was advertised in The Pantagraph on March 22, and a pre-bid meeting was held at 2:15 PM on March 27, 2018, in the Public Works Department Conference Room.

FINANCIAL IMPACT: Funds will be allocated from the Capital Improvement-Street Construction & Improvement account (40100100-72530) in the amount of \$200,000. Stakeholders can locate the account in the FY 2019 Proposed Budget Book titled “Other Funds & Capital Improvement Proposed” on pages 62, 64, 183, 197, 209.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Wardney F. Snarr, PE, CE 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: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 10B BID TABULATION FY2019 Street, Alley, & Sidewalk Maintenance
- 10C CONTRACT FY2019 Street, Alley, & Sidewalk Maintenance

AGREEMENT

THIS AGREEMENT, Made and entered into this **23rd day of April, 2018**, by and between, **McLean County Asphalt Co., 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 **March 22, 2018**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2019 STREET, ALLEY & SIDEWALK REPAIR** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Thursday, April 5, 2018** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2019 STREET, ALLEY & SIDEWALK REPAIR** 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 **FY2019 STREET, ALLEY & SIDEWALK REPAIR** are all essential documents of this contract and are a part hereof.

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

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS 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 City Manager, 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. 9E-F

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Contract with George Gildner, Inc., in the amount of \$50,000, for the FY2019 Sidewalk Vertical Displacement Repair Program, as requested by the Public Works Department.

RECOMMENDATION/MOTION: A Contract, with a total amount not to exceed \$50,000 and the bid unit prices, with George Gildner Inc. for the FY 2019 Sidewalk Replacement and Handicap Ramp Program be approved, the unit prices of \$37 per inch-foot be accepted, and 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: This is a contract for sidewalk grinding. Saw-grinding entails repairing sidewalk in which two adjoining panels are uneven. Grinding along one of the panels can eliminate the displacement. The cost for this type of repair is roughly half of the cost of replacing one of the panels. Previously, the grinds have been a pay item in the regular sidewalk contract – and the pay item is in this year’s regular sidewalk contract as well. However, this year, the City is increasing use of grinds as a way to address sidewalk settlement in certain neighborhoods, primarily on the east side, where concrete is in good physical condition but displacement between adjoining sidewalk panels is common. Public Works created a separate grinding contract to attract competitive pricing and maximize the amount of grinding repairs.

Unit of measurement: The City measures a grind in inch-feet by taking the highest part of the grind plus the lowest part of the grind, dividing by two, and multiplying this average grind height by the length of the grind. Height is measured to the nearest 1/8th of an inch.

City staff opened sealed bids from three companies for 980 inch-feet of grinding, with the results charted below.

Company		Quantity	Price	Amount
George Gildner Inc.	<i>Low bid</i>	980 inch-feet	\$37	\$36,260
Safe Step LLC.		980 inch-feet	\$40.77	\$39,954.67
JG Stewart Contractors Inc.		980 inch-feet	\$53.50	\$52,430

The engineer’s estimate was approximately \$50,000, which also is the budgeted amount. Therefore, Public Works recommends that the Council accept George Gildner Inc.’s unit price of

\$37 for total spending not to exceed \$50,000. This will increase the quantity to a maximum 1,351 inch-feet.

Public Works FY 2019 Streets and Sidewalks Funding

Multi-Year Street & Alley Resurface Program Budget*	\$ 4,360,000
General Resurfacing (Bid #2018-29)	\$ 4,010,000
Pavement Preservation	\$ 350,000
Emergency Multi-Year Street, Alley & Sidewalk Repairs Budget	\$ 200,000
Street, Alley & Sidewalk Maintenance (Bid # 2018-44)	\$ 200,000
Multi-Year Sidewalk Repair Program, ADA Sidewalk Ramp Replacement Program, and Sidewalk Replacement 50-50 Program Budgets	\$ 1,010,000
Sidewalk Replacement and Handicap Ramp Program (Bid # 2018-31)	\$ 960,000
Sidewalk Vertical Displacement Repair Program (Bid # 2018-34)	\$ 50,000
TOTAL ALL PROGRAMS	\$ 5,570,000

**Includes \$70,000 from Water Department*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A legal advertisement appeared in The Pantagraph on March 22, 2018. A pre-bid conference was held on March 27.

FINANCIAL IMPACT: Funds are included in the FY 2019 Budget for sidewalk and ADA ramp work in the amount of \$1,010,000. If approved, this contract will be for \$50,000 to be paid out of the Capital Improvement-Sidewalk Construction account (40100100-72560). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds and Capital Improvement Proposed” on pages 62, 64,183, 197, 198, 209, 210, 211 and 212

COMMUNITY DEVELOPMENT IMPACT: Comprehensive Plan UEW-1.1 Maintain the existing City operated infrastructure in good condition.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Engineering Technician

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

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

Community Development review by: Bob Mahrt, Community Development Director

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:

- 4B CONTRACT

PROPOSAL SUBMITTED BY
CONTRACTOR
ADDRESS



PROPOSAL

CONTRACT PROPOSAL

FOR THE IMPROVEMENT OF:

**FY2019 SIDEWALK VERTICAL
DISPLACEMENT REPAIR PROGRAM**

PROJECT NO. 50-13-53002-19-01

Bid NO. 2018-34

Bids Due: April 5, 2018, at 1:30 p.m. Central Time

Contact Person(s): Anthony J. Meizelis, PE
Engineer
tmeizelis@cityblm.org

Carla A. Murillo
Procurement Manager
cmurillo@cityblm.org
309-434-2277

Please return one (1) original and three (3) copies of the entire booklet, all addenda, and any required submittals listed in the Special Provisions.

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**LEGAL NOTICE OF
INVITATION TO BID
CITY OF BLOOMINGTON, ILLINOIS**

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Monday, April 5, 2018, at 1:30 PM** at which time they will be publicly opened and read for the following:

**Bid 2018-34
FY 2019 Sidewalk Vertical Displacement Repair Program**

This project consists of the following major work item:

Grinding/Saw Cutting vertical displacements on public sidewalks in the City of Bloomington, IL.

Inquiries as to the requirements of the specifications will be addressed at the **Pre-Bid Conference, to be held on Tuesday, March 27, 2018, at 10:30 AM in the Public Works Conference Room**, located on the 3rd Floor of the Government Center, 115 East Washington Street, Bloomington, Illinois.

Bid documents are to be obtained from the City of Bloomington Procurement Services by sending an email to procurement@cityblm.org with a subject heading of **Bid No. 2018-34 – Sidewalk Vertical Displacement Repair Program.** Respondents must provide their complete name, company name, street address, telephone number, fax number and email address. Only contractors recorded with the City as bona fide plan holders are eligible for the contract award.

The City of Bloomington reserves the right to reject any and all bids and to waive technicalities.

The City of Bloomington requires all contractors doing business with the City to not discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Bid must be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award.

Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

Bids may not be withdrawn for a period of 90 days after the bid opening date.

Carla A. Murillo, Procurement Manager

Published - March 22nd, 2018
Bloomington, Illinois

TERMS AND CONDITIONS FOR BIDDERS

BACKGROUND: The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis and 64 miles northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The results of the 2010 Census shows the City now has a population of 76,610 citizens. The economic strength of the City of Bloomington metropolitan area is well diversified with no single dominating industry.

BID IDENTIFICATION: Bidders are required to legibly write the bid number, bid name and due date in the lower left corner. Do **not** submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

DEFINITION: "City" shall mean the City of Bloomington, Illinois.

QUESTIONS: Questions regarding bid/proposal procedures shall be directed to Carla A. Murillo, Procurement Manager, during regular working hours, telephone 309-434-2333.

Questions regarding the technical nature or performance expectations of the equipment, material, or service in the bid shall be submitted in writing to:

**Anthony J. Meizelis, PE, Department of Public Works, at tmeizelis@cityblm.org
And
Misty Shafer, Procurement Specialist, at mshafer@cityblm.org or
Fax (309) 434-2874**

Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes.

BID PACKAGE: If you have obtained this bid from the City of Bloomington web site or from a source other than directly from Procurement Services or the City Clerk, you are not on record as a plan holder. The Procurement Office takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with the Procurement Office, or with the City Clerk's office prior to submitting your bid to ensure that you have a complete, up-to-date package. The original bid document maintained and on file in the City Clerk's office shall be considered the official "copy." Copies of all addenda shall be attached to the bid document as proof of receipt.

One original and three copies of the entire bid packet should be submitted to:
Bloomington City Clerk's Office
109 E. Olive Street
Bloomington, Illinois 61701

REJECTION OF BIDS: The City of Bloomington reserves the right to reject any and all bids and to waive technicalities and to accept that bid which is to be considered to be in the best interest of the City. Any such decision shall be considered final.

NON-DISCRIMINATION: The City of Bloomington requires all contractors doing business with the City to not discriminate against anyone on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Contractors shall comply with the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102 and constituting of a written EEO policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The contractor must have a written sexual harassment policy, which meets Illinois Compiled State Statutes, 775 ILCS, 15/3.

EX PARTE COMMUNICATION: Please note that to ensure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Purchasing Agent or designated contact person only. The Purchasing Agent will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal and repeat offenders may be disqualified from future projects.

FULL PRICING AND CONTINGENCIES: Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful bidder to the bid pricing. Additional charges for contingencies discovered by the bidder at any time after the date of the opening of this bid may not be considered for payment by the City. All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid. In case of error in the extension of prices, the unit price shall govern.

BID EVALUATION: Bids will be evaluated and awarded to the lowest responsible, responsive bidder. The quality of the products/services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references may be taken into consideration in making an award. The City will be the sole judge of acceptability of any products or services offered.

RECOURSE FOR UNSATISFACTORY MATERIALS: Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder at no additional charge.

INVESTIGATION: Bidders must acquaint themselves with the policies of the City, and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the bid submission deadline.

judge for themselves all circumstances affecting the cost and nature of the work, and must also examine the maps, plans, profiles and specifications for doing said work on file in the office of the City Clerk.

Bidders are required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed. The Contractor must employ, insofar as possible, such methods and means in carrying out the work as will not cause any interruption or any interference with any other contractor.

Any interpretation of the specifications will be made only by addendum duly issued and a copy of such addendum will be e-mailed to each person receiving a set of such specifications and bid documents from the City Procurement Office. The City will not be responsible for any explanation or interpretation other than the addendum.

It is the Bidders' responsibility to check with the City Clerk prior to submitting their bids to ensure that they have received all Addenda issued.

PROOF OF LICENSE, PERMIT, ETC.: Bidders must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., or the ability to obtain any applicable Federal/State/Local permits, licenses, certifications, etc., within a reasonable time after the bid award and prior to the performance of the work. It is the bidder's responsibility to inquire about requirements of performing the job with the requesting department contact person.

DEFAULT BY CONTRACTOR: In the event of default by contractor, the City reserves the right to procure the services from other sources, and hold the contractor liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Bloomington.

BID OPENING: Telephone/Fax/Verbal Offers Will Not Be Accepted.

Bids shall be publicly opened and read at the time and date set. It is the responsibility of the contractor to see that the bid is in the Office of the City Clerk by the specified time and date. The date of the postmark will not be considered. Bids received after the time and date set may be returned unopened to the Contractor. This includes Bids not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the bid opening, sealed bids will be accepted on the next business day of the City, up to the originally scheduled time.

PERFORMANCE BOND & PAYMENT BONDS: The contract shall be deemed to have been awarded when the NOTICE OF AWARD shall have been given to the bidder by some officer or agent of the City. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award. The Performance Bond and Payment Bond shall be duly authorized by a company licensed to do business in the State of Illinois.

If the bidder to whom the award is made shall fail to enter into a contract for the performance of the work, or furnish a performance bond, or provide certificates of insurance as described below within ten (10) days after notice of such award, the bidder shall forfeit all claims to the work, and the amount represented by the bid deposit or bid bond accompanying the bid shall become the property of the City as the agreed and liquidated amount of damages caused by such failure.

BID BOND: Bids must be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a commonly accepted Bid bond form from a guaranty or surety company. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered complete unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of all but the three lowest Bidders will be returned as soon as practical after the opening of the Bids. The bid deposit of the three lowest Bidders will be returned within three (3) business days after the contract and required bonds for the work are approved by the City.

CANCELLATION: Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will provide a written notice of unsatisfactory performance and the contractor will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory control. If at the end of the stated time to correct, the City may deem that the contractor performance is still unsatisfactory, the contract may be canceled. The exercise of its right of cancellation shall not limit the City's right to seek any other remedies allowed by law.

WITHDRAWAL OF BID: No bid or proposal may be withdrawn for a period of 90 days after the opening of bids. A contractor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, will be submitted in writing and will be supported by a written determination made by the Purchasing Agent.

REJECTION OF BIDS, WAIVERS OF IRREGULARITY: The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final.

PROTESTS: Any actual or prospective contractor who is aggrieved in connection with this proposal or award may protest to the City Manager within ten (10) days of the award. The protest must be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts.

PREVAILING WAGE: The State of Illinois requires under public works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with the Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the most current monthly prevailing wage rates by County is

posted on the Illinois Department of Labor website at www.state.il.us/agency/idol. Note that the Prevailing Wage rates change monthly and it is the contractor's responsibility to ensure the correct wage is paid.

As a prerequisite of awarding construction contracts in excess of \$100,000.00, contractor(s) will provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515): Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate for that County and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor. The certified payroll records must include for every worker employed on the public works project, the name, address, telephone number, social security number, job classification, hourly wages paid in each period, number of hours worked each day, and starting and ending time of each work day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT: The successful bidder must be in compliance with the State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed in a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

OSHA REQUIREMENTS: The Occupational Safety and Health Act of 1970 (OSHA), "guarantees workers the right to a safe and healthful workplace." Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to its employees."

There are times when the City must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the City must perform their duties in a manner that is compliant with all State and Federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all State and Federal health and safety laws, regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency and the Department of Transportation.

LOCAL PREFERENCE POLICY: The City of Bloomington has adopted a Local Preference Purchasing Policy that is applicable in the City's competitive bidding processes, except in situations where external funding sources do not permit local preference purchasing allowances, in situations where the goods or services being purchased are available through a cooperative purchasing program, or where waived by the City. Bidders should complete the Local Preference Purchasing Policy Certificate if bidder qualifies as a local bidder under the Policy. The Policy is in place to address, in part, responsiveness and related concerns of the City. After submission, but prior to award, an offeror claiming local preference will be required to submit evidence demonstrating all the for local preference are met.

SECURITY: The contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The contractor further represents and warrants to the City that the contractor and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The contractor hereby agrees to defend, indemnify and hold harmless the City of Bloomington, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

EQUAL OPPORTUNITY GUIDELINES: The City requires all contractors doing business with the City to not discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non-job-related disabilities. This program was approved by the City Council on May 27, 1974. In accordance with this program the City shall require that the contractor be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309/434-2218.

INDEMNIFICATION: Contractor shall indemnify, defend with counsel approved by City, and hold harmless the City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

**CITY OF BLOOMINGTON, IL
GENERAL INSURANCE REQUIREMENTS FOR
VENDORS/CONTRACTORS/BIDS**

Prior to the commencement of work governed by any contract between the **CITY** and the contractor, the contractor shall provide the **CITY** satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the **CITY**, its employees and officials as additional named insured's will be required and will also denote the description of the job. **The contractor's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A-VIII Best's Rating. The Contractor's program shall hold the **CITY**, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

General Liability - \$4,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$2,000,000 GL annual aggregate and will include:

- Medical payments - \$5,000
- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

Workers' Compensation and Employer's Liability –

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

Automobile Liability - \$1,000,000 Bodily Injury and Property Damage (CSL) (Owned, Non-owned and Hired vehicles should be included) and include \$10,000 medical pay per passenger.

Umbrella Liability Coverage - \$3,000,000 each occurrence, \$3,000,000 aggregate (These limits will be excess over all underlying coverage documents and would be the minimum required). **Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.**

All Liability (General Liability/Auto) insurance certificates should include a "blanket additional insured" endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Insurance: Vendors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The vendor guarantees to save the City, its agents or employees, harmless from liability of any na-

ture or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee.

Furthermore, the vendor hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's employees or third parties.

Print Name & Date

Authorized Signature

Company Name

Contractor Certifications:

Substance Abuse Prevention Program - Public Act 95-0635:

Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in Public Act 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of Public Act 95-0635.

The Contractor and any Subcontractor shall file with the CITY: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

Initial_____

CONTRACTORS CERTIFICATION OF COMPLIANCE WITH PUBLIC ACT 85-1295

The vendor certifies by signing this statement that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Initial_____

CONTRACTORS CERTIFICATION OF COMPLIANCE WITH 2CFR180

The undersigned firm certifies that it is not barred or suspended by the federal government under the provisions of 2CFR180.

Initial_____

CONTRACTORS CERTIFICATION OF COMPLIANCE WITH GIFT BAN ACT

The undersigned firm certifies its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the "Gift Ban Act"). The Act is available online at: <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HAr%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000>. I further certify that as a bidder, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at <http://4.17.232.139/vcode.asp?show=chapter&id=3319>.

Initial_____

By initialing and signing below, Contractor certifies compliance with each provision outlined herein.

Signature

if corporation:

Name and title

Attest

Firm

name and title

Address

(seal)

Date:

CITY OF BLOOMINGTON

GENERAL SAVE AND HOLD HARMLESS

Vendor hereby agrees to save, hold harmless, and indemnify the City from and against all injury, death, damage, loss, claims, and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents, or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's or third parties.

Name of Vendor

Signature

Name and Title

Date

If a Corporation

Attest

Name and Title

(SEAL)

LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION

The City of Bloomington has adopted a local preference purchasing policy. Under the terms of the policy local contractors may be granted a pre-determined preference in competitive bidding situations. Bids from qualified local bidders may receive the following adjustment to the submitted bid:

1. 5% up to a maximum of \$2,500 on bids of \$10,000 up to \$50,000;
2. 4% up to a maximum of \$10,000 on bids of up to \$250,000;
3. 3% up to a maximum of \$30,000 on bids of up to \$1,000,000; and
4. \$50,000 on bids of over \$1,000,000.

For purposes of comparison and consideration in awarding contracts the preferential discount will be applied to the low bid of all qualified local bidders when determining the lowest responsible bid. The City Council reserves the right to waive or amend the local preference purchasing policy in connection with any bid, when it deems it in the best interest of the citizens of Bloomington.

A Local Bidder is defined as any business that meets all of the following criteria:

1. The business has established and maintained a physical presence within the County of McLean, via the ownership or lease of a building or a portion of a building for a period of not less than 12 consecutive months; and
2. The business employs a minimum of two full time employees at the McLean County location and those employees spend the majority of their work day and work week at the McLean County location; and
3. The business is legally authorized to conduct business within the State of Illinois and the County of McLean.

The undersigned hereby certifies to the City of Bloomington that it is a Local Bidder as defined above and qualifies for the Local Bidder Preference pursuant to the City of Bloomington Local Preference Purchasing Policy.

Print Name & Date

Authorized Signature

Company Name

REFERENCES:

Three (3) references are **required** with your bid. The references shall be from three different sources where you have provided the minimum specifications or type of work as required in this bid. Bidder may use the City of Bloomington as one reference if the Bidder has provided this equipment or service to the City since January 1, 2010.

(1.) Company Name:

Company address:

City:_____ State:_____ Zip:_____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax:_____

Company Contact e-mail address: _____

(2.) Company Name: _____

Company address:

City:_____ State:_____ Zip:_____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax:_____

Company Contact e-mail address: _____

(3.) Company Name: _____

Company address:

City:_____ State:_____ Zip:_____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax:_____

Company Contact e-mail address: _____

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), or the City of Bloomington's Contract Compliance Program, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, including the City of Bloomington, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute, ordinance or regulation. During the performance of this contract, the contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contractor any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.

CITY OF BLOOMINGTON COMMUNITY RELATIONS DIVISION



Community Relations
109 E. Olive St.
Bloomington, IL 61701-3157
(309) 434-2215 (TTY) 829-5115

To Whom It May Concern:

The City of Bloomington's Equal Opportunity in Purchasing Ordinance and the Bloomington Human Relations Ordinance requires that any company doing business with the City in the excess of \$25,000 during one year, must submit an Equal Opportunity Report Form or an Equal Opportunity Plan.

It is my understanding that your company will be or are presently a contractor/vendor for the City of Bloomington. In order for this office to approve your company to continue to conduct business with the City of Bloomington, all of the enclosed forms must be submitted to the Community Relations Division within 14 days after receipt of the requested information. If you are bidding for the opportunity to work for the City of Bloomington, the Contract Compliance Report Form enclosed in the bid packet must be completed, signed and returned in the bid packet.

Please complete the enclosed information in its entirety and return it to the Community Relations Office or with your bid packet. If your company has an approved Equal Opportunity Plan, you may submit it instead of completing the enclosed Contract Compliance Form. You must also include a breakdown of your present workforce by race and gender.

If the information requested is not submitted, your company may not be approved to do business with the City of Bloomington and could subsequently not be placed on the "Approved Contractor/Vendor List."

If you should have any questions regarding either of the forms, please feel free to contact us at (309) 434-2215.

Sincerely,
City of Bloomington
Equal Opportunity Associate

**City of Bloomington
Community Relations Division
109 E. Olive Street
Bloomington, IL 61701**

(309) 434-2215

(309) 434-2831 (Fax)

Failure to properly complete this form prior to the execution of a contract with the City of Bloomington, or within 7 days after a request for submission of this report, will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Bloomington.

Section I. Identification

1. Company Name and Address:

Name:

D/b/a:

Address:

City/State/Zip:

Telephone Number(s) Area Code: _____

Check one of the following:

Corporation Partnership Individual Proprietorship Limited Liability Corp.

2. Name and Address of the Company's Principal Office (answer only if not the same as above).

Name:

—

Address:

City/State/Zip:

3. Major activity of your company (product or service):

Section II. Policies and Practices

Description of EEO Policies and Practices

A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES _____ NO _____

B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.

Name: _____

Title: _____

Telephone: _____

C. Has the Company developed a written Equal Opportunity Plan? **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES _____ NO _____

D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES _____ NO _____

E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES _____ NO _____

F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES _____ NO _____

G. Has the contractor notified all of its subcontractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontractors or purchase orders?

YES _____ NO _____

H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES _____ NO _____

I. Does the Company have collective bargaining agreements with labor organizations?

YES _____ NO _____

J. Has the labor organization been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES _____ NO _____

Section III. Employment Information

A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.

B. Job Classifications (See descriptions attached)

C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location).

D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

Section IV. Certification

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

Signature:	Print Name & Title	Telephone Number	Date

**CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION**

**CONTRACT COMPLIANCE
WORKFORCE ANALYSIS**

Job Categories	Overall Totals		White(Not Of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic of Latino		Asian of Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers												
Professionals												
Technicians												
Office & Clerical												
Craft Workers (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
TOTAL												

M= Male, Column B is sum of rows D, F, H, J, and L

F= Female, Column C is sum of Rows E, G, I, K, and M

Date of above: _____

Name of person that compiled the above data: _____

ORDINANCE NO. 2017 - 51

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS
ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS,
WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS
WITH THE CITY OF BLOOMINGTON**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT ORDAINED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, last determined and as show on the attached McLean County Prevailing Wage Rates for June 2017, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT ORDAINED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day.

The contractor shall submit these records with a signed statement that the records are true and

accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT ORDAINED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Ordinance; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT ORDAINED that the City Clerk shall mail a copy of this Ordinance to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT ORDAINED that the City Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois; and

BE IT ORDAINED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Ordinance and that it is the effective prevailing wage determination of this public body.

ADOPTED this 26th day of June, 2017

APPROVED this 27th day of June, 2017

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

**Prevailing Wage rates
for McLean County
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
ASBESTOS ABT-GEN	ALL	HWY		33.04	33.59	1.5	1.5	2	7.80	14.20	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		32.78	35.28	1.5	1.5	2	12.12	11.70	0.00	0.72
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40
BRICK MASON	ALL	BLD		30.57	32.07	1.5	1.5	2	9.40	13.02	0.00	0.79
CARPENTER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
CARPENTER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
CEMENT MASON	ALL	ALL		32.12	33.12	1.5	1.5	2	6.30	15.32	0.00	0.60
CERAMIC TILE FNISHER	ALL	BLD		30.86	30.86	1.5	1.5	2	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		36.00	39.60	1.5	1.5	2	7.06	10.79	0.00	1.00
ELECTRONIC SYS TECH	ALL	BLD		30.97	32.97	1.5	1.5	2	6.95	8.63	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
FENCE ERECTOR	E	ALL		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
GLAZIER	ALL	BLD		34.87	34.87	1.5	1.5	1.5	10.50	7.70	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		43.70	46.20	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		32.61	34.51	1.5	1.5	2	10.64	11.67	0.00	0.90
IRON WORKER	W	BLD		32.41	34.31	1.5	1.5	2	10.66	15.47	0.00	0.54
IRON WORKER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
LABORER	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
LABORER	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LABORER, SKILLED	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80

LABORER, SKILLED	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LATHER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
MACHINERY MOVER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
MARBLE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
MILLWRIGHT	ALL	BLD		31.74	33.99	1.5	1.5	2	8.45	17.79	0.00	0.54
MILLWRIGHT	ALL	HWY		33.59	35.33	1.5	1.5	2	8.20	16.95	0.00	0.52
OPERATING ENGINEER	ALL	BLD	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
PAINTER	ALL	ALL		35.35	37.35	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	BLD		33.00	35.25	1.5	1.5	2	8.45	17.10	0.00	0.54
PILEDRIIVER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
PIPEFITTER	ALL	BLD		41.85	45.89	1.5	1.5	2	7.10	12.15	0.00	1.55
PLASTERER	ALL	BLD		30.00	32.00	1.5	1.5	2	8.40	17.74	0.00	0.80
PLUMBER	ALL	BLD		41.85	46.04	1.5	1.5	2	7.10	12.15	0.00	1.55
ROOFER	ALL	BLD		31.00	32.55	1.5	1.5	2	9.00	9.20	0.00	0.30
SHEETMETAL WORKER	ALL	BLD		32.75	34.39	1.5	1.5	2	9.37	16.46	0.00	0.80
SIGN HANGER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STEEL ERECTOR	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
TERRAZZO FINISHER	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
TERRAZZO MASON	ALL	BLD		32.61	32.61	1.5	1.5	2	9.40	10.57	0.00	0.78
TILE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
TRUCK DRIVER	ALL	O&C	1	28.02	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	2	28.43	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25

TRUCK DRIVER	ALL	O&C	3	28.62	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	28.88	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	29.64	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	N	ALL	1	37.91	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	2	38.06	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	3	38.26	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	4	38.46	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	S	ALL	1	36.15	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	2	36.67	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	3	36.91	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	4	37.25	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	5	38.23	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which

fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all

materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, cleaning, dismantling, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and

highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

- Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.
- Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.
- Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.
- Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front. TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batches); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power

Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Scream Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tuneluger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Scream; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers;

Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screenshot; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screenshot; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"),

Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscape work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SPECIAL PROVISIONS

FY2019 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM

City Project No. 50-13-53002-19-01

This contract shall be administered and work shall be completed according to these Special Provisions, the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction," and other referenced specifications.

Coordination of contract documents shall be according to Article 105.05. The following table supplements Article 105.05 and states the version to be used:

Hierarchy of the Contract Documents			
Priority #	Specification Title	Version	Published By
1	Special Provisions	Contract	
2	Plans (see notes in Article 105.05)		
3	Recurring Special Provisions	January 1, 2018	IDOT
4	Supplemental Specifications	January 1, 2018	IDOT
5	Standard Specifications for Road and Bridge Construction (Standard Specifications)	April 1, 2016	IDOT
6	Standard Specifications for Water and Sewer Main Construction in Illinois	20092014	ISPE-IL
7	City of Bloomington Manual of Practice for the Design of Public Improvements	July 25, 2005	COB
8	Illinois Supplement to the National Manual on Uniform Traffic Control Devices	June 1, 2014	IDOT
9	Manual on Uniform Traffic Control Devices (MUTCD)	May 2012	FHWA
10	Manual of Test Procedures of Materials	February 1, 2014	IDOT

Final clarification of any conflict shall be as directed by the Director of Public Works.

Within these Special Provisions, references to Sections or Articles 101-1106 refer to the IDOT Standard and Supplemental Specifications (4 and 5 in the above table). References to Sections or Articles 1-54 refer to the Standard Specifications for Water and Sewer Main Construction in Illinois.

General Description of Work

The work shall consist of saw cutting and/or grinding sidewalk vertical displacements at locations designated and within the criteria established by the City Engineer of the City of Bloomington (hereafter referred to as the Engineer and meaning the City Engineer or his designees). **No rough grinding of sidewalks will be allowed.** The Contractor will be directed to work in preselected areas of the City until the contract quantity has been achieved. The Engineer will provide site maps along with quantities (inch-feet) of the

specified grinds/cuts. On site, the Engineer will designate specific displacements by spray painting across the displacement surface or by other means.

Curb ramps and unmarked sidewalk displacements shall not be ground/saw cut without prior approval from the Engineer.

Quantities in this proposal are approximate only and have been assumed for the purpose of obtaining unit prices. It is understood that the limiting factor will be the amount of City Funds budgeted for this type of work during the year. The City of Bloomington expressly reserves the right to increase or reduce quantities as it deems necessary. Any such additions will include an extension of time to the Contractor to complete the work.

The Contractor shall, upon receipt of notice to proceed, perform such sidewalk and related work, and shall receive compensation for same at the unit prices established herein.

Payments to the Contractor will be made on monthly billings, and work will be done between the date of the "Notice to Proceed" and April 30 of the 2018-2019 Fiscal Year (April 30, 2019), from funds budgeted during that Fiscal Year for that purpose by the City of Bloomington.

A Performance Bond in the full amount of the Contract, as set forth in the "Instructions to Bidders" will be required of the successful Contractor.

In no case shall the contractor perform work which exceeds the contract amount without written approval and notice to proceed from the Engineer.

Prosecution and Progress

The Engineer will notify the Contractor of the various locations where sidewalk grinds/saw cuts have been authorized. The contractor shall begin construction on locations within 10 calendar days of being notified of an authorized location. The Contractor shall complete construction within 30 calendar days of being notified of an authorized location. Time extensions may be granted by the Engineer. March 15, 2019, will be the last day the Contractor shall be notified of any new locations.

Completion Deductions

Should the Contractor fail to begin or complete the work on or before the date timeframes stated in these special provisions, plus any such extended time as may be allowed by the City Engineer, the Contractor shall be liable to the City of Bloomington in the amounts shown in the following schedule of deductions for each calendar day of overrun in the contract time or such extended time as may have been allowed.

Schedule of Deductions:

<u>Overrun Period</u>	<u>Deduction per Calendar Day</u>
1 to 28 days	\$150.00 per day
over 28 days	\$250.00 per day

Responsibilities of the Contractor

The Contractor shall so arrange the work site(s) such that no damage will result to the pavements, curbs, gutters, parkway, driveways, adjoining buildings, adjoining lawns, and irrigation systems. The contractor shall be solely responsible for and shall pay all costs associated with damages caused by the operations of the contractor.

Should the contractor fail to comply with the above requirements, the City shall cause the required work to be performed and deduct the actual costs of same from amounts due the Contractor.

The contractor shall be responsible for maintaining stormwater drainage through the work site through all phases of the work, including the final product.

The work by the contractor shall be required to follow all applicable guidelines of the Public Rights Of Way Accessibility Guidelines (PROWAG) and applicable Americans with Disabilities Act requirements.

Driveway and Street Access Maintenance Notes:

1. Construction work shall be planned and executed to minimize inconvenience to residents and businesses regarding access to sidewalks, driveways, and alleys. Prior notice of at least 48 hours shall be given to residents and businesses prior to removal of access to sidewalks, driveways, and alleys.
2. On-street-parking removal creates a hardship for residents and businesses. The contractor shall plan and execute the work to be done so that on street parking removal is no more than three weeks total. If there are weather delays or other extenuating circumstances the contractor shall promptly notify the Engineer in writing requesting a time extension and the reasons. Time extensions that are justified will be granted on a case by case basis. Parking removal time span starts when "no parking" signs are installed prior to sidewalk removal, and ends when the signs have been removed after the backfill and/or seeding has been completed.

Contractor Use of City Fire Hydrants Prohibited

The Contractor will not be allowed to connect to City fire hydrants to obtain potable water or for any other use, even with a backflow prevention device. Any potable water required for this project shall be obtained without utilizing the City's fire hydrants. As an option, a City of Bloomington potable water bulk dispensing station is located at 603 West Division Street, Bloomington, Illinois. Purchase and transportation of water to the job site shall be incidental to the contract.

Traffic Control

The contractor shall provide traffic control for streets, bike lanes and sidewalks per the applicable Illinois Department of Transportation (IDOT) traffic control standards and the Manual on Uniform Traffic Control Devices (MUTCD). All traffic control shall be considered as incidental to the contract, and no additional payment will be allowed for traffic control. Failure to provide traffic control in accordance with the standards shall result in a contract deduction(s) per the IDOT Standard Specifications for Road and Bridge Construction.

Saw Cutting/Grinding Sidewalk, Special

LIMITATIONS ON OPERATIONS

1. NO ROUGH GRINDING OF SIDEWALKS SHALL BE ALLOWED. All grinds shall be even, smooth, and uniform. Whether a grind is too rough is left to the discretion of the Engineer.
2. Saw cutting/grinding at driveways, business entrances, and alleys shall be completed within two (2) hours. Access to businesses must be maintained during business hours of operation.
3. The Engineer may direct displacement removals at locations other than construction joints.
4. All debris and dust from working shall be removed from the sidewalk and/or pavement upon completion of each displacement removal to reduce tracking. Such removal shall be incidental to the SAW CUTTING/GRINDING SIDEWALK, SPECIAL pay item.
5. Airborne concrete dust resulting from the cutting/grinding process shall be controlled and collected with a dust abatement system such as saw/angle grinder mounted vacuum hoods or other dust control device capable of preventing the escape of airborne particles. Wetting of the sidewalk during operations as the primary dust control measure is not acceptable. Remaining debris, cuttings, and concrete dust shall be cleaned from the sidewalk surface as well as surrounding rails, sidewalks, driveways, landscaping or other objects in the vicinity of work. Surface dust and debris must be swept and removed immediately.
6. The contractor shall follow all OSHA guidelines for worker safety.
7. The contractor shall notify the City at least 48 hours prior to beginning any operations.
8. Work directed by the Engineer will be paid for at the unit price bid.

SAW CUTTING/GRINDING SIDEWALK, SPECIAL - DESCRIPTION

1. The Contractor must remove hazards completely from one end of the raised sidewalk joint to the other, leaving a differential between slabs of a quarter-inch or less.
2. The Contractor must repair sidewalk hazards without damage or visible markings to adjacent slab or curb.
3. The Contractor shall take precautions during grinds/saw cutting not to disfigure, scar, or impair the health of any tree on public or private property. The Contractor must not cause damage to landscaping, retaining walls, curbs, sprinkler heads, etc.
4. All vertical displacements marked for repair must be removed in accordance with the American with Disabilities Act (ADA) requirements and the resulting finish shall be ADA compliant. Each offset must be tapered at a maximum 1:12 (8.33%) slope **from existing sidewalk grade and between panels** and must have a smooth, uniform appearance and texture (The incline/decline along a taper-cut area may not exceed 8.33 percent slope or 1 inch per foot.)
5. All saw cutting/grinding shall be done with **diamond-tipped blades** and equipment capable of cutting/grinding at any angle and able to remove the concrete completely to all edges of the walk.
6. The Contractor shall not store equipment on the sidewalk or on private property without approval from the Engineer.
7. Gasoline or diesel operated equipment shall be equipped with mufflers and insulators to minimize noise.

SAW CUTTING/GRINDING CRITERIA

1. Sidewalk grinds/saw cuts performed out of compliance with ADA Standards shall be repaired by the Contractor at no added cost to the City.
2. If repair is needed at curb ramps, either the curb or sidewalk may be cut, provided that after the cutting, the flow line of the curb is not changed in anyway. The lowest part of the removal shall be above the flow line of the curb and there must be positive drainage across the curb to the flow line.

METHOD OF MEASUREMENT

Measurement shall be made in inch-feet. The average depth of the cut/grind is determined by adding the highest area of removal to the lowest area of removal and dividing by two. That average is multiplied by the length along the joint that is trimmed to calculate inch-feet. The Engineer shall record the dimensions of each vertical displacement to be removed per location. Depth shall be measured to the nearest 1/8 inch and shall be provided to the Contractor. The measurements of the Engineer shall be final unless the contractor provides written notice to the Engineer prior to performing work at each location.

BASIS OF PAY

This work shall be paid for at the Contract Unit Price per Inch-Foot for SAW CUTTING/GRINDING SIDEWALK, SPECIAL. This shall be payment in full for all labor, equipment, tools, materials, mobilization, and all other costs associated with such work.

***** END OF SPECIAL PROVISIONS *****

CITY OF BLOOMINGTON, ILLINOIS

CONSTRUCTION DEBRIS MANIFEST

Ticket No.: _____

Contract No.: _____

Generator: _____

Hauler: _____ Truck No.: _____

Description of Material: _____

Approximate Weight of Material: _____

Approximate Volume of Material: _____

Disposition of Material:

Location: _____

Date: _____

Time: _____

Disposal site Owner: _____

Disposal site Operator: _____



Traffic Control Authorization Request

PROJECT: _____

LOCATION: Marked Route _____ Location _____

INCLUSIVE DAYS OF WORK: _____ WORK HOURS: _____

WORK TYPE: Maintenance Construction Traffic Other

Work Description _____

CONTRACTOR OR AGENCY DOING WORK: _____

RESPONSIBLE CONTACT: (Construction Foreman, or Traffic Maintenance Person)

Name: _____ Phone: _____ (Office) _____ (Mobile)
(If traffic control is to be employed between 5:00p.m. and 8:30a.m. or on Saturday, Sunday or holidays, give three additional contacts.)

Name: _____ Phone: _____ (Office) _____ (Mobile)

Name: _____ Phone: _____ (Office) _____ (Mobile)

Name: _____ Phone: _____ (Office) _____ (Home)

CONTROLS: (Describe specific controls to be used, including reference to appropriate Highway Standards or section of Manual, and set forth any special controls proposed.)

COMMENTS: _____

Distribution:
Project File
City of Bloomington Police
City of Bloomington Fire

Submitted by _____
Approved by _____
City Engineer



Traffic Control Authorization Request

District _____

County _____

Project _____

Contract Number _____

Marked Route _____

Section _____

Location _____

Inclusive Dates of Work _____ to _____ Work Hours _____ AM PM to _____ AM PM

Work Type Maintenance Construction Traffic Other

Describe Work _____

Contractor or Agency Performing Work _____

Responsible Engineer: (Construction Foreman/Superintendent, Maintenance/Traffic Field Engineer)

Name _____ Telephone No. () _____ () _____
Office Home

(If traffic control is to be employed between 5:00 p.m. and 8:30 a.m. or on Saturday, Sunday or holidays give additional names and numbers)

Name _____ Telephone No. () _____ () _____

Name _____ Telephone No. () _____ () _____

Name _____ Telephone No. () _____ () _____

Controls: (Describe specific controls to be used, including reference to appropriate Highway Standards or sections of manuals, and set forth any special controls proposed).

Distribution: District Operations/Traffic Engineer
Project Implementation Engineer
Field Engineer
Resident Engineer
ISP District

Submitted by: _____

Approved by: _____
(District Operations/Traffic Engineer)



Certified Transcript of Payroll (Sample)

Please Note: The submission of falsified payroll records is a criminal offense.

Payroll Date: _____
 (Contract Number) _____
 (Project Number) _____
 (Project Location) _____

Contractor and/or Subcontractor

(Company Name) _____ (Contact Name) _____ (Street Address) _____ (City) _____ (State) _____ (Zipcode) _____ (Telephone Number) _____	(Public Body Name) _____ (Contact Name) _____ (Street Address) _____ (City) _____ (State) _____ (Zipcode) _____ (Telephone Number) _____
--	--

Public Body Information

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address SSN & Telephone Number	* Hours worked each day							Total OT Hours	Total Hrs Each PW and Reg.	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross Net
	SUN	MON	TUE	WED	THR	FRI	SAT					
Labor Classification	PW											
	N											
	Hourly Fringe Benefit: Pension: <input type="text"/> Health/Welfare: <input type="text"/> Vacation: <input type="text"/> Training: <input type="text"/>											
Labor Classification	PW											
	N											
	Hourly Fringe Benefit: Pension: <input type="text"/> Health/Welfare: <input type="text"/> Vacation: <input type="text"/> Training: <input type="text"/>											
Labor Classification	PW											
	N											
	Hourly Fringe Benefit: Pension: <input type="text"/> Health/Welfare: <input type="text"/> Vacation: <input type="text"/> Training: <input type="text"/>											
Labor Classification	PW											
	N											
	Hourly Fringe Benefit: Pension: <input type="text"/> Health/Welfare: <input type="text"/> Vacation: <input type="text"/> Training: <input type="text"/>											

FY2018 SIDEWALK VERTICAL
DISPLACEMENT REPAIR PROGRAM

*PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked

Certified Transcript of Payroll

Instructions:

Fringe benefits (health insurance, pension, vacation, and training) must be paid, if it is required for the work classification, regardless of your union or nonunion status.

We give you credit for health insurance paid (if any) and ERISA approved pension plan (if any) and training if your employees are in a BAT approved program.

If the fringe benefit rate is paid into a fund, please note by placing the letter "F" behind the fringe benefit rate; if the fringe benefit rate is included on an employee's payroll check, please note by placing the letter "E" behind the fringe benefit rate.

On the back of this form please list all subcontractors, independent contractors and owner operator's your company used on this project. If you wish information regarding coverage of the Act, please visit our web site at www.state.il.us/agency/idol/ or call 217-782-1710.



Certified Transcript of Payroll

City Project No. 50-13-53002-19-01

AFFIDAVIT

Weekly Statement of Compliance

Date: _____

I, _____,
(name signatory party)

_____, do
(Title)

hereby state: that I pay or supervise the payment of the persons employed on the public works project _____;

that during the payroll period commencing on the _____ day of _____, _____, _____ (name of project) _____ (month) _____, _____ (year)

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

_____ (name of contractor or subcontractor) from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborer or mechanic conform to the work he/she performed.

Signature _____

Digital Signature _____

SUBCONTRACTORS

Attach explanation of Monies paid, copy of contract of billing, or other pertinent information.

Company Name: _____
Contact Person: _____

(Address)

(City) _____ (State) _____ (zipcode)

Telephone Number: _____

Company Name: _____
Contact Person: _____

(Address)

(City) _____ (State) _____ (zipcode)

Telephone Number: _____

Company Name: _____
Contact Person: _____

(Address)

(City) _____ (State) _____ (zipcode)

Telephone Number: _____

Company Name: _____
Contact Person: _____

(Address)

(City) _____ (State) _____ (zipcode)

Telephone Number: _____

CONTRACTOR'S PROPOSAL

Bid NO. 2018-34 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid prices submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance is acknowledged. It is agreed that this bid may not be withdrawn within 90 calendar days after the date of opening.

This Proposal is made with the understanding that the quantities are approximate only, and that the City of Bloomington expressly reserves the right to increase or reduce quantities as they may deem necessary, to reject any and all bids, and to waive technicalities.

The undersigned bidder, having carefully examined the plans, specifications, and special provisions for the proposed improvement, and the prevailing scale of wages set up for this community, now on file in the Office of the City Clerk; hereby proposes to provide all of the tools, apparatus, and to do all of the work at the prevailing scale of wages, and to provide all of the materials required to make the improvement in accordance with the plans, Standard Specifications and Special Provisions at the following prices:

SIGNED BY:

(SIGNATURE)

(NAME & TITLE)

(ADDRESS)

(SEAL IF CORPORATION)

**CITY OF BLOOMINGTON
 FY2019 SIDEWALK VERTICAL DISPLACEMENT
 REPAIR PROGRAM**

CITY PROJECT # 50-13-53002-19-01

Schedule of Prices

(For complete information covering these items, see plans and specifications)

#	DESCRIPTION	UNITS	TOTAL QTY	UNIT PRICE	AMOUNT
1	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	IN-FT	980		
SUBTOTAL					
TOTAL					

NOTICE OF AWARD

To: _____
Contractor/Company

Contractor Address

Project Description: Sidewalk Vertical Displacement Repair Program
City Project No.: 50-13-53002-19-01

The OWNER has considered the BID submitted by you for the above described WORK.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2018.

Owner

By: Kevin Kothe
Title: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

This _____ day of _____, 2018

By: _____

Title _____

BONDS, CERTIFICATES

NOTICE TO PROCEED

To: _____
Contractor/Company

Contractor Address

Project Description: Sidewalk Vertical Displacement Repair Program
City Project No.: 50-13-53002-19-01

You are hereby notified to Commence WORK in accordance with the Agreement dated _____, 2018.

Date

By: Kevin Kothe

Title: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO
PROCEED is hereby acknowledged by

this _____ day
of _____ 2018

By: _____

Title _____

AGREEMENT (To be Completed After Award of Contract)

THIS AGREEMENT, Made and entered into this _____, by and between, _____, 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 **March 22, 2018**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2019 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 5, 2018**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2019 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** 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 **FY2019 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** 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 **INSERT CONTRACT AWARD \$ AMOUNT** 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)

BID CHECKLIST:

1. Return the entire packet along with any addenda – not just the proposal.
2. Sign and Attach all addenda if any were issued.
3. Complete, Sign and Date all required forms.
4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.
5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due.
6. Your one original and 3 copies.
7. Bid Bond

TENTATIVE BID SCHEDULE:

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the bid process.

Action	Due Date	Due Time
Invitation for Bids Released	3/22/18	N/A
Pre-Bid Meeting	3/27/18	10:30 AM Central Time
Questions Due to City	3/28/18	3:00 PM Central Time
Response from City	4/2/18	12:00 PM Central Time
BIDS Due	4/5/18	1:30 PM Central Time
Anticipated Award Date	4/23/18	N/A



REGULAR AGENDA ITEM NO. 9E-G

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Contract and unit prices with Stark Excavating, Inc., in the amount up to \$960,000, for the FY 2019 Sidewalk Replacement and Handicapped Ramp Program as requested by the Public Works Department.

RECOMMENDATION/MOTION: A Contract and unit prices with Stark Excavating, Inc., in the amount up to \$960,000, for the FY 2019 Sidewalk Replacement and Handicap Ramp Program be approved, the unit prices from Stark Excavating Inc. be accepted, and 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: The contract is designed to provide approximately \$400,000 in construction of sidewalk ramps that are compliant with standards related to the Americans with Disabilities Act; another \$450,000 in other sidewalk repairs; and \$110,000 of work on projects in which property owners voluntary enter a 50 percent cost sharing. A separate contract will allow for up to \$50,000 in sidewalk grinding. A grind eliminates displacement between adjoining panels. The two contracts combined will produce \$1.01 million in sidewalk improvements.

The City is in its fourth year of its 10-year Sidewalk Master Plan. The funding level has equated to a service level envisioned in that plan. In the past, low funding levels meant patching problems, with Public Works having to leave other nearby problems unaddressed. In many cases now, the City is able to solve sidewalk problems for a half-block or entire block, rather than at just one property.

The budget also allows Public Works to carve out money for targeted projects. This City reaches beyond complaint-based repairs to target pedestrian-heavy areas such as Downtown, Illinois Wesleyan University, and the Bloomington High School stadium entrance.

Sealed bids were opened on April 5, 2018 with three local companies submitting bids. Bid totals are charted below.

Contractor:		Bid Amount
Stark Excavating, Inc.	<i>Low Bid</i>	\$1,001,142.50
J.G. Stewart, Inc., Bloomington, IL		\$1,046,153.50
George Gildner, Inc., Bloomington, IL		\$1,051,617.60
Engineer's Estimate:		\$ 932,986.25

The low bid exceeds the budgeted amount of \$960,000. Therefore, staff recommends a bid award for \$960,000 rather than the entire \$1,001,142.50. The contract contains 26 payment items. The bidders gave prices for each item. Those prices per item are legally binding.

Cost of certain pay items rose considerable. Removal and replacement of 4-inch sidewalk, used in residential areas, is up 18 percent, from \$8.03 to \$9.50. Six-inch removal and replacement, used across driveways and in commercial areas, is up 25 percent. However, the City this year made pre-removal saw cutting incidental to the contract. (Saw cutting is \$1.78 per linear foot in the soon-to-expire contract.) Curbing along ADA ramps, currently a pay item costing \$24.50 per linear foot, will now be measured as standard sidewalk.

Public Works FY 2019 Streets and Sidewalks Funding

Multi-Year Street & Alley Resurface Program Budget*	\$ 4,360,000
General Resurfacing (Bid #2018-29)	\$ 4,010,000
Pavement Preservation	\$ 350,000
Emergency Multi-Year Street, Alley & Sidewalk Repairs Budget	\$ 200,000
Street, Alley & Sidewalk Maintenance (Bid # 2018-44)	\$ 200,000
Multi-Year Sidewalk Repair Program, ADA Sidewalk Ramp Replacement Program, and Sidewalk Replacement 50-50 Program Budgets	\$ 1,010,000
Sidewalk Replacement and Handicap Ramp Program (Bid # 2018-31)	\$ 960,000
Sidewalk Vertical Displacement Repair Program (Bid # 2018-34)	\$ 50,000
TOTAL ALL PROGRAMS	\$ 5,570,000

**Includes \$70,000 from Water Department*

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Contract was advertised in The Pantagraph on March 22. A pre-bid meeting was held on March 27.

FINANCIAL IMPACT: Funds are included in the FY 2019 Budget for sidewalk and ADA ramp work in the amount of \$1,010,000. If approved, this contract will be for \$960,000 to be paid out

of the Capital Improvement-Sidewalk Construction account (40100100-72560). Stakeholders can locate this in the FY 2019 Proposed Budget Book titled “Other Funds and Capital Improvement Proposed” on pages 62, 64,183, 197, 198, 209, 210, 211 and 212.

COMMUNITY DEVELOPMENT IMPACT: Comprehensive Plan UEW-1.1 Maintain the existing City operated infrastructure in good condition.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: Stephen Arney, Engineering Technician

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

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

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 3B BID TABULATION
- 3C CONTRACT

**CITY OF BLOOMINGTON
FY 2019 SIDEWALK REPLACEMENT AND
HANDICAP RAMP PROGRAM**

CITY PROJECT # 50-13-53002-19-00

Bid Tabulation

(For complete information covering these items, see plans and specifications)

PREPARED BY : A. MEIZELIS
S. ARNEY
DATE : 4/5/2018

#	DESCRIPTION	UNITS	TOTAL QTY	ENGINEER	AMOUNT	STARK	Low Bid	JG STEWART	AMOUNT	GEORGE GILDNER	AMOUNT	
				ESTIMATE	UNIT PRICE	EXCAVATING INC.	UNIT PRICE	CONTRACTORS INC	UNIT PRICE	INC	UNIT PRICE	AMOUNT
1	SIDEWALK REMOVAL	SQ FT	68535	\$1.95	\$133,643.25	\$2.70	\$185,044.50	\$2.11	\$144,608.85	\$2.00	\$137,070.00	
2	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	2290	\$8.50	\$19,465.00	\$9.25	\$21,182.50	\$8.35	\$19,121.50	\$10.20	\$23,358.00	
3	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 8"	SQ FT	185	\$9.20	\$1,702.00	\$10.25	\$1,896.25	\$8.65	\$1,600.25	\$10.60	\$1,961.00	
4	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	3930	\$7.15	\$28,099.50	\$8.10	\$31,833.00	\$7.40	\$29,082.00	\$9.30	\$36,549.00	
5	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6"	SQ FT	275	\$7.75	\$2,131.25	\$8.30	\$2,282.50	\$7.75	\$2,131.25	\$10.00	\$2,750.00	
6	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	57450	\$6.85	\$393,532.50	\$6.80	\$390,660.00	\$6.84	\$392,958.00	\$8.86	\$509,007.00	
7	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 4"	SQ FT	4510	\$7.45	\$33,599.50	\$7.00	\$31,570.00	\$7.10	\$32,021.00	\$9.46	\$42,664.60	
8	EARTH EXCAVATION	SQ FT	6765	\$1.00	\$6,765.00	\$1.10	\$7,441.50	\$3.56	\$24,083.40	\$1.20	\$8,118.00	
9	DETECTABLE WARNINGS, CAST IN PLACE	SQ FT	3875	\$24.00	\$93,000.00	\$23.00	\$89,125.00	\$49.98	\$193,672.50	\$24.00	\$93,000.00	
10	DETECTABLE WARNINGS, BOLT DOWN	SQ FT	40	\$36.00	\$1,440.00	\$25.25	\$1,010.00	\$35.67	\$1,426.80	\$29.00	\$1,160.00	
11	PARTIAL CURB REMOVAL (BY SAW CUTTING)	LF	120	\$21.00	\$2,520.00	\$46.60	\$5,592.00	\$22.61	\$2,713.20	\$25.00	\$3,000.00	
12	CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	LF	1900	\$44.00	\$83,600.00	\$62.80	\$119,320.00	\$48.00	\$91,200.00	\$50.00	\$95,000.00	
13	PLANTER RETAINING WALL, SPECIAL	LF	700	\$80.00	\$56,000.00	\$55.75	\$39,025.00	\$52.00	\$36,400.00	\$23.00	\$16,100.00	
14	RETAINING WALL, SPECIAL	LF	30	\$82.00	\$2,460.00	\$103.00	\$3,090.00	\$82.50	\$2,475.00	\$98.00	\$2,940.00	
15	12" MASONRY BLOCK WALL	SQ FT	130	\$36.00	\$4,680.00	\$58.50	\$7,605.00	\$40.00	\$5,200.00	\$40.00	\$5,200.00	
16	CONTROLLED LOW-STRENGTH MATERIAL (CLSM)	CU YD	10	\$80.00	\$800.00	\$71.40	\$714.00	\$82.00	\$820.00	\$60.00	\$600.00	
17	ADJUSTING FRAMES FOR INLETS	EA	6	\$326.00	\$1,956.00	\$470.00	\$2,820.00	\$375.00	\$2,250.00	\$240.00	\$1,440.00	
18	REMOVING INLETS	EA	6	\$715.00	\$4,290.00	\$310.00	\$1,860.00	\$450.00	\$2,700.00	\$200.00	\$1,200.00	
19	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	EA	6	\$1,000.00	\$6,000.00	\$2,300.00	\$13,800.00	\$1,840.00	\$11,040.00	\$1,800.00	\$10,800.00	
20	SIDEWALK REINFORCEMENT, SPECIAL	SQ FT	1000	\$1.55	\$1,550.00	\$0.50	\$500.00	\$1.95	\$1,950.00	\$1.00	\$1,000.00	
21	TRAFFIC CONTROL, MAJOR STREET	EA	4	\$1,020.00	\$4,080.00	\$1,300.00	\$5,200.00	\$965.00	\$3,860.00	\$1,500.00	\$6,000.00	
22	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	IN-FT	350	\$51.00	\$17,850.00	\$52.00	\$18,200.00	\$53.50	\$18,725.00	\$36.00	\$12,600.00	
23	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	SQ FT	3440	\$2.00	\$6,880.00	\$1.65	\$5,676.00	\$1.75	\$6,020.00	\$2.00	\$6,880.00	
24	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SQ FT	3835	\$3.00	\$11,505.00	\$2.15	\$8,245.25	\$1.85	\$7,094.75	\$2.00	\$7,670.00	
25	PROTECTIVE COAT	SQ YD	1000	\$5.00	\$5,000.00	\$2.90	\$2,900.00	\$2.00	\$2,000.00	\$2.30	\$2,300.00	
26	MONOLITHIC CURB, SPECIAL	LF	500	\$35.00	\$17,500.00	\$9.10	\$4,550.00	\$22.00	\$11,000.00	\$46.50	\$23,250.00	
TOTAL:					\$940,049.00	SUBTOTAL		\$1,001,142.50	\$1,046,153.50	TOTAL		\$1,051,617.60
TOTAL:					\$940,049.00	TOTAL		\$1,001,142.50	\$1,046,153.50	TOTAL		\$1,051,617.60

PROPOSAL SUBMITTED BY
CONTRACTOR
ADDRESS



PROPOSAL

SPECIFICATIONS, PLANS,
 MATERIAL PROPOSAL, CONTRACT PROPOSAL

FOR THE IMPROVEMENT OF:
**FY 2019 SIDEWALK REPLACEMENT AND
 HANDICAP RAMP PROGRAM**

**PROJECT NO. 50-13-53002-19-00
 BID NO. 2018-31**

Bids Due: April 5, 2018, 1:30 PM Central Time

Contact Person(s): Anthony J. Meizelis
 Civil Engineer I
tmeizelis@cityblm.org

Carla A. Murillo
 Procurement Manager
cmurillo@cityblm.org
 309-434-2277

Please return one (1) original and three (3) copies of the entire booklet, all addenda, and any required submittals listed in the Special Provisions.

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**LEGAL NOTICE OF
INVITATION TO BID
CITY OF BLOOMINGTON, ILLINOIS**

Sealed bids will be received at the office of the City Clerk, City Hall, 109 East Olive Street, Bloomington, Illinois 61701, until **Wednesday, April 5, 2018, at 1:30 PM** at which time they will be publicly opened and read for the following:

**BID 2018-31
FY 2019 SIDEWALK REPLACEMENT AND HANDICAP RAMP
PROGRAM**

This project consists of the following major work items:

1. Sidewalk Removal
2. P.C.C. Sidewalk 4"
3. P.C.C. Sidewalk 6"

and other necessary items and incidentals.

Inquiries as to the requirements of the specifications will be addressed at the **Pre-Bid Conference, to be held on Monday, March 27, 2018, at 10:15 AM in the Public Works Conference Room**, located on the 3rd Floor of the Government Center, 115 East Washington Street, Bloomington, Illinois.

Bid documents are to be obtained from the City of Bloomington Procurement Services by sending an email to procurement@cityblm.org with a subject heading of **"BID 2018-31 FY 2019 SIDEWALK REPLACEMENT AND HANDICAP RAMP PROGRAM"**. Respondents must provide their complete name, company name, street address, telephone number, fax number and email address. Only contractors recorded with the City, as a bona fide plan holder, are eligible for the contract award.

The City of Bloomington reserves the right to reject any and all bids and to waive technicalities.

The City of Bloomington requires all contractors doing business with the City not to discriminate on the basis of race, age, color, religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Bid must be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award.

Contractors shall not pay less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Prevailing Wage Act (820 ILCS 130/1-12).

Bids may not be withdrawn for a period of 90 days after the bid opening date.

Carla A. Murillo, Procurement Manager

Published - March 22nd, 2018
Bloomington, Illinois

TERMS AND CONDITIONS FOR BIDDERS

BACKGROUND: The City of Bloomington, incorporated in 1856, is a home rule unit of government under the 1970 Illinois Constitution. The City of Bloomington is located in the heart of Central Illinois, approximately 125 miles southwest of Chicago, 155 miles northeast of St. Louis and 64 miles northeast of Springfield, the State Capital. The City of Bloomington is the County Seat of McLean County, the largest county in Illinois (approximately 762,240 acres). The results of the 2010 Census shows the City now has a population of 76,610 citizens. The economic strength of the City of Bloomington metropolitan area is well diversified with no single dominating industry.

BID IDENTIFICATION: Bidders are required to legibly write the bid number, bid name and due date in the lower left corner. Do **not** submit bids by fax or electronically. Bids submitted by fax or electronically cannot be accepted or considered for award. Sealed bids are required.

DEFINITION: "City" shall mean the City of Bloomington, Illinois.

QUESTIONS: Questions regarding bid/proposal procedures shall be directed to Carla A. Murillo, Procurement Manager, during regular working hours, telephone 309-434-2277.

Questions regarding the technical nature or performance expectations of the equipment, material, or service in the bid shall be submitted in writing to:

**Anthony J. Meizelis, Civil Engineer I, at tmeizelis@cityblm.org
And
Misty Shafer, Procurement Specialist, at mshafer@cityblm.org or
Fax (309) 434-2874**

Questions will be answered in the form of written addenda and provided to all Bidders, as per State of Illinois statutes.

BID PACKAGE: If you have obtained this bid from the City of Bloomington web site or from a source other than directly from Procurement Services or the City Clerk, you are not on record as a plan holder. The Procurement Office takes no responsibility to provide addenda to parties not listed by the City as plan holders. It is the bidder's responsibility to check with the Procurement Office, or with the City Clerk's office prior to submitting your bid to ensure that you have a complete, up-to-date package. The original bid document maintained and on file in the City Clerk's office shall be considered the official "copy". Copies of all addenda shall be attached to the bid document as proof of receipt.

One original and three copies of the entire bid packet should be submitted to:

Bloomington City Clerk's Office
109 E. Olive Street
Bloomington, Illinois 61701

REJECTION OF BIDS: The City of Bloomington reserves the right to reject any and all bids and to waive technicalities and to accept that bid which is to be considered to be in the best interest of the City. Any such decision shall be considered final.

NON-DISCRIMINATION: The City of Bloomington requires all contractors doing business with the City not to discriminate against anyone on the basis of race, age, color,

religion, gender, ancestry, national origin, marital status, mental or physical disability unrelated to ability, familial status or sexual orientation.

Contractors shall comply with the Illinois Human Rights Act, 775 ILCS 5/101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102 and constituting of a written EEO policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The contractor must have a written sexual harassment policy, which meets Illinois Compiled State Statutes, 775 ILCS, 15/3.

EX PARTE COMMUNICATION: Please note that to insure the proper and fair evaluation of a proposal or bid, the City of Bloomington prohibits ex parte communication (i.e., unsolicited) initiated by the Bidder to a City Official (i.e. City Aldermen, Mayor, etc.) or Employee evaluating or considering the proposal/bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone calls, email and personal visit. Communication between Bidder and the City shall be directed in writing to the Purchasing Agent or designated contact person only. The Purchasing Agent will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder from consideration or award of the proposal and repeat offenders may be disqualified from future projects.

FULL PRICING AND CONTINGENCIES: Please quote your best net price including delivery and discounts to meet the approval of the City. Prices shall be stated in units of quantity specified. No additional charges shall be passed to the City, including any applicable taxes, delivery or surcharges. Prices quoted shall be the final cost to the City. The City shall hold the successful bidder to the bid pricing. Additional charges for contingencies discovered by the bidder at any time after the date of the opening of this bid may not be considered for payment by the City. All prices and notations shall be in ink or typewritten. Mistakes may be crossed out and corrections made in ink and must be initialed and dated in ink by the person signing the bid. In case of error in the extension of prices, the unit price shall govern.

BID EVALUATION: Bids will be evaluated and awarded to the lowest responsible, responsive bidder. The quality of the products/services, conformity with the specifications, suitability to the requirements, delivery terms including length of time for delivery, qualifications and references may be taken into consideration in making an award. The City will be the sole judge of acceptability of any products or services offered.

RECOURSE FOR UNSATISFACTORY MATERIALS: Payment shall be contingent upon the City's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the City's satisfaction by the successful bidder at no additional charge.

INVESTIGATION: Bidders must acquaint themselves with the policies of the City, and may do so by contacting the Procurement Manager. All questions as to the meaning of the scope of work must be resolved prior to the bid submission deadline.

Bidder shall examine the plans and specifications for the work, and also the ground, and judge for themselves all circumstances affecting the cost and nature of the work, and must also examine the maps, plans, profiles and specifications for doing said work on file

in the office of the City Clerk.

Bidder is required to inform themselves fully of the conditions relating to construction and labor under which the work will be or is now being performed. The Contractor must employ, insofar as possible, such methods and means in carrying out the work as will not cause any interruption or any interference with any other contractor.

Any interpretation of the specifications will be made only by addendum duly issued and a copy of such addendum will be e-mailed to each person receiving a set of such specifications and bid documents from the City Procurement Office. The City will not be responsible for any explanation or interpretation other than the addendum.

It is the Bidder's responsibility to check with City Clerk prior to submitting their bid to ensure that they have received all Addenda issued.

PROOF OF LICENSE, PERMIT, ETC.: Bidders must provide proof of conformance with any applicable Federal/State/Local permits, licenses, certifications, etc., or the ability to obtain any applicable Federal/State/Local permits, licenses, certifications, etc., within a reasonable time after the bid award and prior to the performance of the work. It is the bidder's responsibility to inquire about requirements of performing the job with the requesting department contact person.

DEFAULT BY CONTRACTOR: In the event of default by contractor, the City reserves the right to procure the services from other sources, and hold the contractor liable for any excess costs occasioned thereby. Additionally, a contract shall not be assignable by the Contractor in whole or in part without the written consent of the City of Bloomington.

BID OPENING: Telephone/Fax/Verbal Offers Will Not Be Accepted.

Bids shall be publicly opened and read at the time and date set. It is the responsibility of the contractor to see that the bid is in the Office of the City Clerk, by the specified time and date. The date of the postmark will not be considered. Bids received after the time and date set may be returned unopened to the Contractor. This includes Bids not received as a result of mail delays. In the event that City Hall is closed for business at the time scheduled for the bid opening, sealed bids will be accepted on the next business day of the City, up to the originally scheduled time.

PERFORMANCE BOND & PAYMENT BONDS: The contract shall be deemed to have been awarded when the NOTICE OF AWARD shall have been given to the bidder by some officer or agent of the City. The successful bidder will be required to provide Performance and Payment Bonds in the amount equal to 100% of the contract price, within ten (10) business days after the bid award. The Performance Bond and Payment Bond shall be duly authorized by a company licensed to do business in the State of Illinois.

If the bidder to whom the award is made shall fail to enter into a contract for the performance of the work, or furnish a performance bond, or provide certificates of insurance as described below within ten (10) days after notice of such award, the bidder shall forfeit all claims to the work, and the amount represented by the bid deposit or bid bond accompanying the bid shall become the property of the City as the agreed and liquidated amount of damages caused by such failure.

BID BOND: Bids must be accompanied by a Bid guaranty which shall not be less than ten percent (10%) of the amount of the Bid. At the option of the Bidder, the guaranty may

be a certified check, bank draft, negotiable U.S. Government Bonds (at par value), or a commonly accepted Bid bond form from a guaranty or surety company. The Bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such Bid bond shall be within the maximum amount specified for such Company in said Circular 570. No Bid will be considered complete unless it is accompanied by the required guaranty. Certified check or bank draft must be made payable to the order of the City. Cash deposits will not be accepted. The Bid guaranty shall insure the execution of the Agreement and the furnishings of the surety bond or bonds by the successful Bidder, all as required by the Contract Documents.

Revised Bids submitted before the opening of Bids, whether forwarded by mail or telegram, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid guaranty adjusted accordingly; otherwise the Bid will not be considered.

Certified checks or bank drafts, or the amount thereof, Bid bonds, and negotiable U.S. Government bonds of all but the three lowest Bidders will be returned as soon as practical after the opening of the Bids. The bid deposit of the three lowest Bidders will be returned within three (3) business days after the contract and required bonds for the work are approved by the City.

CANCELLATION: Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The City will provide a written notice of unsatisfactory performance and the contractor will be allowed adequate time, typically thirty (30) days, to take corrective action and accomplish satisfactory control. If at the end of the stated time to correct, the City may deem that the contractor performance is still unsatisfactory, the contract may be canceled. The exercise of its right of cancellation shall not limit the City's right to seek any other remedies allowed by law.

WITHDRAWAL OF BID: No bid or proposal may be withdrawn for a period of 90 days after the opening of bids. A contractor may withdraw a bid prior to the deadline for bid submittal by submitting a request for its withdrawal. Bids received after the time for opening bids or received at any place other than the place specified will not be considered. Except as otherwise provided by regulation, all decisions to permit the correction or withdrawal of bids, or to cancel awards or contracts based on bid mistakes, will be submitted in writing and will be supported by a written determination made by the Purchasing Agent.

REJECTION OF BIDS, WAIVERS OF IRREGULARITY: The City reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the City. Any such decision shall be final.

PROTESTS: Any actual or prospective contractor who is aggrieved in connection with this proposal or award may protest to the City Manager within ten (10) days of the award. The protest must be submitted in writing to the Office of the City Clerk immediately after such aggrieved person knows or should have known of the facts.

PREVAILING WAGE: The State of Illinois requires under public works contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with the Prevailing Wage Act (820 ILCS 130) as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the most current monthly prevailing wage rates by County is posted on the Illinois Department of Labor website at www.state.il.us/agency/idol. Note that the Prevailing Wage rates change monthly and it is the contractor's responsibility to

ensure the correct wage is paid.

As a prerequisite of awarding construction contracts in excess of \$100,000.00, contractor(s) will provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515): Effective August 10, 2005, contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate for that County and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor. The certified payroll records must include for every worker employed on the public works project, the name, address, telephone number, social security number, job classification, hourly wages paid in each period, number of hours worked each day, and starting and ending time of each work day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT: The successful bidder must be in compliance with the State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed in a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

OSHA REQUIREMENTS: The Occupational Safety and Health Act of 1970 (OSHA), "guarantees workers the right to a safe and healthful workplace." Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to its employees."

There are times when the City must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the City must perform their duties in a manner that is compliant with all State and Federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all State and Federal health and safety laws, regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency and the Department of Transportation.

LOCAL PREFERENCE POLICY: The City of Bloomington has adopted a Local Preference Purchasing Policy that is applicable in the City's competitive bidding processes, except in situations where external funding sources do not permit local preference purchasing allowances, in situations where the goods or services being purchased are available through a cooperative purchasing program, or where waived by the City. Bidders should complete the Local Preference Purchasing Policy Certificate if bidder qualifies as a local bidder under the Policy. The Policy is in place to address, in part, responsiveness and related concerns of the City. After submission, but prior to award, an offeror claiming local preference will be required to submit evidence demonstrating all the for local preference are met.

SECURITY: The contractor represents and warrants to the City that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or an entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated or Blocked Person. The contractor further represents and warrants to the City that the contractor and its principals, shareholders, members, partners, or affiliates as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The contractor hereby agrees to defend, indemnify and hold harmless the City of Bloomington, and all City elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

EQUAL OPPORTUNITY GUIDELINES: The City requires all contractors doing business with the City not to discriminate against anyone on the basis of race, age, color, religion, gender, sexual orientation, ancestry, national origin, and non-job-related disabilities. This program was approved by the City Council on May 27, 1974. In accordance with this program the City shall require that the contractor be familiar and comply in every respect with the provisions of this program. Information regarding the program may be obtained by contacting the Human Relations Department 309/434-2218.

INDEMNIFICATION: Contractor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) covered by this indemnity obligation. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of Illinois and will survive termination of this Agreement.

**CITY OF BLOOMINGTON, IL
GENERAL INSURANCE REQUIREMENTS FOR
VENDORS/CONTRACTORS/BIDS**

Prior to the commencement of work governed by any contract between the **CITY** and the contractor, the contractor shall provide the **CITY** satisfactory evidence of insurance coverage. A Certificate of Insurance AND any contract stating the **CITY**, its employees and officials as additional named insured's will be required and will also denote the description of the job. **The contractor's insurance shall be primary and non-contributory.**

All insurance coverage should be placed with a solid carrier who has no less than an A-VIII Best's Rating. The Contractor's program shall hold the **CITY**, its employees and officials harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom).

All coverage, as follows shall be maintained through the life of the contract and include, as a minimum:

General Liability - \$4,000,000 Bodily Injury and Property Damage (Combined Single Limit) with \$2,000,000 GL annual aggregate and will include:

- Medical payments - \$5,000
- Premises Operations
- Products and Completed Operations
- Blanket Contractual Liability
- Personal Injury Liability
- Expanded Definition of Property Damage

Workers' Compensation and Employer's Liability –

- \$500,000 Bodily Injury by Accident
- \$500,000 Bodily Injury by Disease, policy limits
- \$500,000 Bodily Injury by Disease, each employee

Automobile Liability - \$1,000,000 Bodily Injury and Property Damage (CSL) (Owned, Non-owned and Hired vehicles should be included) and include \$10,000 medical pay per passenger.

Umbrella Liability Coverage - \$3,000,000 each occurrence, \$3,000,000 aggregate (These limits will be excess over all underlying coverage documents and would be the minimum required). **Increased limits may be required on "larger contracts" and would be at the discretion, and approval of the, CITY'S legal counsel.**

All Liability (General Liability/Auto) insurance certificates should include a "blanket additional insured" endorsement, must specify that should described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Insurance: Vendors providing a service or installing equipment on or about City property shall provide to the City Clerk evidence of Comprehensive, Liability, and Workman's Compensation insurance prior to commencement of work on City property. The vendor guarantees to save the City, its agents or employees, harmless from liability of any na-

ture or kind, for use of any copyright, composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, or which the vendor is not the patentee, assignee, or licensee.

Furthermore, the vendor hereby agrees to save and hold harmless and indemnify the City from and against all injury, death, damage, loss, claims and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's employees or third parties.

Print Name & Date

Authorized Signature

Company Name

Contractor Certifications:

Substance Abuse Prevention Program - Public Act 95-0635:

Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in Public Act 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of Public Act 95-0635.

The Contractor and any Subcontractor shall file with the CITY: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

Initial_____

CONTRACTORS CERTIFICATION OF COMPLIANCE WITH PUBLIC ACT 85-1295

The vendor certifies by signing this statement that this bid is made without prior understanding, agreement or accord with any other person submitting a bid for the same product or service and that this bid is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Furthermore, the firm certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages. The vendor also understands that failure to sign this statement will make the bid non-responsive and unqualified for award.

Initial_____

CONTRACTORS CERTIFICATION OF COMPLIANCE WITH 2CFR180

The undersigned firm certifies that it is not barred or suspended by the federal government under the provisions of 2CFR180.

Initial_____

CONTRACTORS CERTIFICATION OF COMPLIANCE WITH GIFT BAN ACT

The undersigned firm certifies its officers, employees and agents, have not made any gifts to officers or employees of the City of Bloomington in violation of Illinois Compiled Statutes, 5 ILCS 430/Article 10, State Officers and Employees Ethics Act (commonly known as the "Gift Ban Act"). The Act is available online at: <http://www.ilga.gov/legislation/ilcs/ilcs4.asp?DocName=000504300HArt%2E+10&ActID=2529&ChapterID=2&SeqStart=1700000&SeqEnd=2200000>. I further certify that as a bidder, I have not violated the Bloomington City Code Chapter 2, Administration; Article I, Section 8: Officers and Employees Generally: Section 8a Prohibition on the Solicitation and Acceptance of Gifts; and 8b State Officials and Employees Ethics Act. This section of the Bloomington City Code is available online at <http://4.17.232.139/vcode.asp?show=chapter&id=3319>.

Initial_____

By initialing and signing below, Contractor certifies compliance with each provision outlined herein.

Signature

if corporation:

Name and title

Attest

Firm

name and title

Address

(seal)

Date:

CITY OF BLOOMINGTON

GENERAL SAVE AND HOLD HARMLESS

Vendor hereby agrees to save, hold harmless, and indemnify the City from and against all injury, death, damage, loss, claims, and liability caused by or arising out of the performance of this agreement by the Vendor, its employees, agents, or sub-vendors. This agreement extends to all claims, of any nature, whether made by the Vendor's or third parties.

Name of Vendor

Signature

Name and Title

Date

If a Corporation

Attest

Name and Title

(SEAL)

LOCAL PREFERENCE PURCHASING POLICY CERTIFICATION

The City of Bloomington has adopted a local preference purchasing policy. Under the terms of the policy local contractors may be granted a pre-determined preference in competitive bidding situations. Bids from qualified local bidders may receive the following adjustment to the submitted bid:

1. 5% up to a maximum of \$2,500 on bids of \$10,000 up to \$50,000;
2. 4% up to a maximum of \$10,000 on bids of up to \$250,000;
3. 3% up to a maximum of \$30,000 on bids of up to \$1,000,000; and
4. \$50,000 on bids of over \$1,000,000.

For purposes of comparison and consideration in awarding contracts the preferential discount will be applied to the low bid of all qualified local bidders when determining the lowest responsible bid. The City Council reserves the right to waive or amend the local preference purchasing policy in connection with any bid, when it deems it in the best interest of the citizens of Bloomington.

A Local Bidder is defined as any business that meets all of the following criteria:

1. The business has established and maintained a physical presence within the County of McLean, via the ownership or lease of a building or a portion of a building for a period of not less than 12 consecutive months; and
2. The business employs a minimum of two full time employees at the McLean County location and those employees spend the majority of their work day and work week at the McLean County location; and
3. The business is legally authorized to conduct business within the State of Illinois and the County of McLean.

The undersigned hereby certifies to the City of Bloomington that it is a Local Bidder as defined above and qualifies for the Local Bidder Preference pursuant to the City of Bloomington Local Preference Purchasing Policy.

Print Name & Date

Authorized Signature

Company Name

REFERENCES:

Three (3) references are **required** with your bid. The references shall be from three different sources where you have provided the minimum specifications or type of work as required in this bid. Bidder may use the City of Bloomington as one reference if the Bidder has provided this equipment or service to the City since January 1, 2010.

(1.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

(2.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

(3.) Company Name: _____

Company address: _____

City: _____ State: _____ Zip: _____

Company Contact Name or Department: _____

Company Contact Telephone: _____ Fax: _____

Company Contact e-mail address: _____

EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's non-compliance with the provisions of this Equal Opportunity Clause, the Illinois Human Rights Act or the Rules and Regulations of the Illinois Department of Human Rights ("Department"), or the City of Bloomington's Contract Compliance Program, the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, including the City of Bloomington, and the contract may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute, ordinance or regulation. During the performance of this contract, the contractor agrees as follows:

- (1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such under-utilization.
- (2) That, if it hires additional employees in order to perform this contractor any portion thereof, it will determine the availability (in accordance with the Department's Rules and Regulations or those of the Human Relations Commission) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- (3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, gender, sexual orientation, marital status, national origin or ancestry, age, physical or mental disability unrelated to ability, familial status, or an unfavorable discharge from military service.
- (4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Department and Human Relations Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- (5) That it will submit reports as required by the Department's Rules and Regulations and Human Relations Commission, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (6) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations and those of the City of Bloomington's Contract Compliance Program.
- (7) That it will include verbatim or by reference the provisions of this clause in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency, the Department and the Human Relations Commission in the event any subcontractor fails or refuses to comply therewith. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission or Human Relation Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations including the City of Bloomington.

CITY OF BLOOMINGTON COMMUNITY RELATIONS DIVISION



Community Relations
109 E. Olive St.
Bloomington, IL 61701-3157
(309) 434-2215 (TTY) 829-5115

To Whom It May Concern:

The City of Bloomington's Equal Opportunity in Purchasing Ordinance and the Bloomington Human Relations Ordinance requires that any company doing business with the City in the excess of \$25,000 during one year, must submit an Equal Opportunity Report Form or an Equal Opportunity Plan.

It is my understanding that your company will be or are presently a contractor/vendor for the City of Bloomington. In order for this office to approve your company to continue to conduct business with the City of Bloomington, all of the enclosed forms must be submitted to the Community Relations Division within 14 days after receipt of the requested information. If you are bidding for the opportunity to work for the City of Bloomington, the Contract Compliance Report Form enclosed in the bid packet must be completed, signed and returned in the bid packet.

Please complete the enclosed information in its entirety and return it to the Community Relations Office or with your bid packet. If your company has an approved Equal Opportunity Plan, you may submit it instead of completing the enclosed Contract Compliance Form. You must also include a breakdown of your present workforce by race and gender.

If the information requested is not submitted, your company may not be approved to do business with the City of Bloomington and could subsequently not be placed on the "Approved Contractor/Vendor List."

If you should have any questions regarding either of the forms, please feel free to contact us at (309) 434-2215.

Sincerely,
City of Bloomington
Equal Opportunity Associate

**City of Bloomington
Community Relations Division
109 E. Olive Street
Bloomington, IL 61701**

(309) 434-2215

(309) 434-2831 (Fax)

Failure to properly complete this form prior to the execution of a contract with the City of Bloomington, or within 7 days after a request for submission of this report, will result in it being returned unprocessed thereby resulting in a delay or denial of eligibility to bid or do business with the City of Bloomington.

Section I. Identification

1. Company Name and Address:

Name:

D/b/a:

Address:

City/State/Zip:

Telephone Number(s) Area Code: _____

Check one of the following:

Corporation Partnership Individual Proprietorship Limited Liability Corp.

2. Name and Address of the Company's Principal Office (answer only if not the same as above).

Name:

—

Address:

City/State/Zip:

3. Major activity of your company (product or service):

Section II. Policies and Practices

Description of EEO Policies and Practices

A. Is it the Company's policy to recruit, hire, train, upgrade, and discipline persons without regard to race, sex, color, religion, national origin, age, mental and/or physical disability, and sexual orientation?

YES _____ NO _____

B. Has someone been assigned to develop procedures, which will assure that the EO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the charged with this responsibility.

Name: _____

Title: _____

Telephone: _____

C. Has the Company developed a written Equal Opportunity Plan? **Note: A copy of the Equal Opportunity Plan must be submitted with this form in order to be considered eligible to do business with the /city of Bloomington.** If you would need technical assistance in developing your plan, please contact the Community Relations Office at: (309) 434-2215.

YES _____ NO _____

D. Has the Company developed a written policy statement prohibiting Sexual Harassment? Please attach a copy of the policy statement.

YES _____ NO _____

E. Have all recruitment sources been notified that the Company will consider all qualified applicants without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES _____ NO _____

F. If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, age, sex, national origin, religion, mental and/or physical disability, or sexual orientation?

YES _____ NO _____

G. Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontractors or purchase orders?

YES _____ NO _____

H. Is the Company a state certified minority/female owned business? If yes, please attach a copy of the state certification.

YES _____ NO _____

I. Does the Company have collective bargaining agreements with labor organizations?

YES _____ NO _____

J. Has the labor organization been notified of the Company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts by the City of Bloomington?

YES _____ NO _____

Section III. Employment Information

- A. Please complete the company workforce analysis form on the bottom of this page. Use the number of employees as of the most recent payroll period. Be sure to complete all applicable columns.

- B. Job Classifications (See descriptions attached)

- C. Identify the geographical area(s) from which the company may reasonably recruit employees (use city, county, SMSA, or distance in miles from your company location).

- D. If minorities and women are currently under-utilized in your workforce, please attach a copy of an explanation for your plan to recruit and hire minorities and women.

Section IV. Certification

The Company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief. The Company also agrees that it will comply and abide by the City of Bloomington's Contract Compliance Ordinance and the City of Bloomington Human Relations Ordinance.

Signature:	Print Name & Title	Telephone Number	Date

**CITY OF BLOOMINGTON
COMMUNITY RELATIONS DIVISION**

**CONTRACT COMPLIANCE
WORKFORCE ANALYSIS**

Job Categories	Overall Totals		White(Not Of Hispanic origin)		Black of African American (Not of Hispanic Origin)		Hispanic of Latino		Asian of Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)
Officials & Managers												
Professionals												
Technicians												
Office & Clerical												
Craft Workers (skilled)												
Operatives (semi-skilled)												
Laborers (unskilled)												
Service Workers												
TOTAL												

M= Male, Column B is sum of rows D, F, H, J, and L

F= Female, Column C is sum of Rows E, G, I, K, and M

Date of above: _____

Name of person that compiled the above data: _____

ORDINANCE NO. 2017 - 51

**AN ORDINANCE OF THE CITY OF BLOOMINGTON, McLEAN COUNTY, ILLINOIS
ASCERTAINING THE PREVAILING RATES OF WAGES FOR LABORERS,
WORKERS AND MECHANICS ENGAGED IN PUBLIC WORKS
WITH THE CITY OF BLOOMINGTON**

WHEREAS, the Prevailing Wage Laws, 820 ILCS 130/1 et seq., as amended, require that each public body awarding any construction contract for public work or doing such work by day labor shall ascertain the general prevailing hourly rates of wages for employees engaged on such work; and

WHEREAS, “public work”, as defined in the Prevailing Wage Law, includes commercial or industrial projects financed in whole or in part through the issuance of revenue bonds by the City of Bloomington under authority of the Industrial Project Bond Act or Home Rule Ordinance or financed in whole or in part through other public funds, without regard to what person or entity formally contracts for such work; and

WHEREAS, the statutes further provide that said rates be published, publicly posted and/or kept available for inspection by any interested party in the Office of the Secretary of State and Labor Department; and

WHEREAS, the City of Bloomington believes Prevailing Wage Law should apply to private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Bloomington, County of McLean, State of Illinois that the prevailing wages as established and regularly updated by the Illinois Department of Labor are incorporated herein by reference as the prevailing rates of hourly wages in the City of Bloomington, Illinois for the laborers, workers and mechanics specified therein who are engaged in the construction of public works within the jurisdiction of this municipality; and

BE IT ORDAINED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, last determined and as show on the attached McLean County Prevailing Wage Rates for June 2017, shall be paid to laborers, workers and mechanics specified therein when such persons perform work on private commercial economic development projects directly supported by public funds, including projects supported by Tax Increment Financing or tax incentives of any kind; and

BE IT ORDAINED that contractors shall submit to the City on a monthly basis all certified payroll records for prevailing wage work performed by contractor **employees and subcontractors**. The certified payroll records must include the following for each employee employed on the project: Name, Address, Telephone Number, Social Security Number, Job Classification, hourly wages paid in each pay period, number of hours worked each day and starting and ending time of work each day.

The contractor shall submit these records with a signed statement that the records are true and

accurate, that the wages paid to each worker are not less than the prevailing rate and that the contractor is aware that filing records known to be false is a Class B misdemeanor offense; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, provide proof of participation in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all construction contracts in excess of \$100,000; and

BE IT ORDAINED that nothing herein contained shall be construed to apply said prevailing hourly rates of wages in the locality to any work or employment other than public works or private commercial economic development projects directly supported by public funds as defined in the Act and this Ordinance; and

BE IT ORDAINED that contractors awarded contracts for public work as defined by state statute and this Ordinance should, as a prerequisite to such contract, obtain the current prevailing wage rates from the Illinois Department of Labor and regularly check for updated prevailing wage rates during the entire duration of said contract for the locality; and

BE IT ORDAINED that the City Clerk shall mail a copy of this Ordinance to any employer, any association of employers, and to any person or association of employees who have filed or do file their names and addresses with the Clerk requesting copies of any determination under said law of the particular rates and of the particular classes of persons whose wages will be affected by such rates; and

BE IT ORDAINED that the City Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois; and

BE IT ORDAINED that the City Clerk, as required by law, shall cause to be published in a newspaper of general circulation within the area of this municipality a notice of this Ordinance and that it is the effective prevailing wage determination of this public body.

ADOPTED this 26th day of June, 2017

APPROVED this 27th day of June, 2017

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Cherry Lawson, City Clerk

APPROVED AS TO FORM

Jeffery R. Jurgens, Corporate Counsel

**Prevailing Wage rates
for McLean County
effective Sept. 1, 2017**

Trade Title	Region	Type	Class	Base Wage	Fore-man Wage	M-F OT	OSA	OSH	H/W	Pension	Vacation	Training
ASBESTOS ABT-GEN	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
ASBESTOS ABT-GEN	ALL	HWY		33.04	33.59	1.5	1.5	2	7.80	14.20	0.00	0.80
ASBESTOS ABT-MEC	ALL	BLD		32.78	35.28	1.5	1.5	2	12.12	11.70	0.00	0.72
BOILERMAKER	ALL	BLD		39.50	42.50	2	2	2	7.07	12.47	0.00	0.40
BRICK MASON	ALL	BLD		30.57	32.07	1.5	1.5	2	9.40	13.02	0.00	0.79
CARPENTER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
CARPENTER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
CEMENT MASON	ALL	ALL		32.12	33.12	1.5	1.5	2	6.30	15.32	0.00	0.60
CERAMIC TILE FNSHER	ALL	BLD		30.86	30.86	1.5	1.5	2	9.40	10.57	0.00	0.77
ELECTRIC PWR EQMT OP	ALL	ALL		43.76	54.80	1.5	1.5	2	6.81	12.25	0.00	0.44
ELECTRIC PWR GRNDMAN	ALL	ALL		29.96	54.80	1.5	1.5	2	6.40	8.39	0.00	0.30
ELECTRIC PWR LINEMAN	ALL	ALL		48.61	54.80	1.5	1.5	2	6.96	13.61	0.00	0.49
ELECTRIC PWR TRK DRV	ALL	ALL		31.42	54.80	1.5	1.5	2	6.44	8.80	0.00	0.31
ELECTRICIAN	ALL	BLD		36.00	39.60	1.5	1.5	2	7.06	10.79	0.00	1.00
ELECTRONIC SYS TECH	ALL	BLD		30.97	32.97	1.5	1.5	2	6.95	8.63	0.00	0.40
ELEVATOR CONSTRUCTOR	ALL	BLD		43.43	48.86	2	2	2	15.28	15.71	3.47	0.60
FENCE ERECTOR	E	ALL		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
GLAZIER	ALL	BLD		34.87	34.87	1.5	1.5	1.5	10.50	7.70	0.00	1.25
HT/FROST INSULATOR	ALL	BLD		43.70	46.20	1.5	1.5	2	12.12	12.96	0.00	0.72
IRON WORKER	E	ALL		32.61	34.51	1.5	1.5	2	10.64	11.67	0.00	0.90
IRON WORKER	W	BLD		32.41	34.31	1.5	1.5	2	10.66	15.47	0.00	0.54
IRON WORKER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
LABORER	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80
LABORER	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LABORER, SKILLED	ALL	BLD		30.05	31.05	1.5	1.5	2	7.80	13.70	0.00	0.80

LABORER, SKILLED	ALL	HWY		32.04	32.59	1.5	1.5	2	7.80	14.20	0.00	0.80
LATHER	ALL	BLD		32.00	34.25	1.5	1.5	2	8.45	17.10	0.00	0.55
MACHINERY MOVER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
MACHINIST	ALL	BLD		45.35	47.85	1.5	1.5	2	7.26	8.95	1.85	0.00
MARBLE FINISHERS	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
MARBLE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
MILLWRIGHT	ALL	BLD		31.74	33.99	1.5	1.5	2	8.45	17.79	0.00	0.54
MILLWRIGHT	ALL	HWY		33.59	35.33	1.5	1.5	2	8.20	16.95	0.00	0.52
OPERATING ENGINEER	ALL	BLD	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	BLD	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	1	39.69	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	2	36.83	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
OPERATING ENGINEER	ALL	HWY	3	32.12	42.69	1.5	1.5	2	9.00	19.23	0.00	3.00
PAINTER	ALL	ALL		35.35	37.35	1.5	1.5	1.5	10.30	8.20	0.00	1.35
PAINTER SIGNS	ALL	BLD		37.45	42.05	1.5	1.5	2	2.60	3.18	0.00	0.00
PILEDRIIVER	ALL	BLD		33.00	35.25	1.5	1.5	2	8.45	17.10	0.00	0.54
PILEDRIIVER	ALL	HWY		34.04	36.29	1.5	1.5	2	8.45	17.50	0.00	0.52
PIPEFITTER	ALL	BLD		41.85	45.89	1.5	1.5	2	7.10	12.15	0.00	1.55
PLASTERER	ALL	BLD		30.00	32.00	1.5	1.5	2	8.40	17.74	0.00	0.80
PLUMBER	ALL	BLD		41.85	46.04	1.5	1.5	2	7.10	12.15	0.00	1.55
ROOFER	ALL	BLD		31.00	32.55	1.5	1.5	2	9.00	9.20	0.00	0.30
SHEETMETAL WORKER	ALL	BLD		32.75	34.39	1.5	1.5	2	9.37	16.46	0.00	0.80
SIGN HANGER	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
SPRINKLER FITTER	ALL	BLD		37.12	39.87	1.5	1.5	2	8.42	8.50	0.00	0.35
STEEL ERECTOR	W	HWY		36.82	38.82	1.5	1.5	2	10.66	15.47	0.00	0.64
TERRAZZO FINISHER	ALL	BLD		30.86		1.5	1.5	2	9.40	10.57	0.00	0.77
TERRAZZO MASON	ALL	BLD		32.61	32.61	1.5	1.5	2	9.40	10.57	0.00	0.78
TILE MASON	ALL	BLD		32.61	33.86	1.5	1.5	2	9.40	10.57	0.00	0.78
TRUCK DRIVER	ALL	O&C	1	28.02	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	2	28.43	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25

TRUCK DRIVER	ALL	O&C	3	28.62	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	4	28.88	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	ALL	O&C	5	29.64	31.14	1.5	1.5	2	11.92	5.66	0.00	0.25
TRUCK DRIVER	N	ALL	1	37.91	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	2	38.06	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	3	38.26	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	N	ALL	4	38.46	38.26	1.5	1.5	2	8.10	7.97	0.00	0.15
TRUCK DRIVER	S	ALL	1	36.15	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	2	36.67	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	3	36.91	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	4	37.25	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25
TRUCK DRIVER	S	ALL	5	38.23	40.04	1.5	1.5	2	12.16	5.89	0.00	0.25

Legend

M-F OT Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.

OSA Overtime pay required for every hour worked on Saturdays

OSH Overtime pay required for every hour worked on Sundays and Holidays

H/W Health/Welfare benefit

Explanations MCLEAN COUNTY

FENCE ERECTOR - See Ironworkers.

IRONWORKERS (EAST) - That part of the county East of a diagonal line from Heyworth to a point half way between Chenoa and Weston.

TEAMSTERS (NORTH) - North of a straight line starting on the west side where Route 24 crosses McClean County line in a southeasterly direction to the most south-southwestern corner of Livingston County.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which

fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with IDOL.

Oil and chip resealing (O&C) means the application of road oils and liquid asphalt to coat an existing road surface, followed by application of aggregate chips or gravel to coated surface, and subsequent rolling of material to seal the surface.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date. ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER, MARBLE FINISHER, TERRAZZO FINISHER

Assisting, helping or supporting the tile, marble and terrazzo mechanic by performing their historic and traditional work assignments required to complete the proper installation of the work covered by said crafts. The term "Ceramic" is used for naming the classification only and is in no way a limitation of the product handled. Ceramic takes into consideration most hard tiles.

ELECTRONIC SYSTEMS TECHNICIAN

Installation, service and maintenance of low-voltage systems which utilizes the transmission and/or transference of voice, sound, vision, or digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background/foreground music, intercom and telephone interconnect, field programming, inventory control systems, microwave transmission, multi-media, multiplex, radio page, school, intercom and sound burglar alarms and low voltage master clock systems.

Excluded from this classification are energy management systems, life safety systems, supervisory controls and data acquisition systems not intrinsic with the above listed systems, fire alarm systems, nurse call systems and raceways exceeding fifteen feet in length.

LABORER, SKILLED - BUILDING

The skilled laborer building (BLD) classification shall encompass the following types of work, irrespective of the site of the work: tending of carpenters in unloading, handling, stockpiling and distribution operations, also other building crafts, mixing, handling, and conveying of all

materials used by masons, plasterers and other building construction crafts, whether done by hand or by any process. The drying of plastering when done by salamander heat, and the cleaning and clearing of all debris. All work pertaining to and in preparation of asbestos abatement and removal. The building of scaffolding and staging for masons and plasterers. The excavations for buildings and all other construction, digging, of trenches, piers, foundations and holes, digging, lagging, sheeting, cribbing, bracing and propping of foundations, holes, caissons, cofferdams, and dikes, the setting of all guidelines for machine or hand excavation and subgrading. The mixing, handling, conveying, pouring, vibrating, gunniting and otherwise applying of concrete, whether by hand or other method of concrete for any walls, foundations, floors, or for other construction concrete sealant men. The wrecking, stripping, dismantling, and handling of concrete forms and false work, and the building of centers for fireproofing purposes. Boring machine, gas, electric or air in preparation for shoving pipe, telephone cable, and so forth, under highways, roads, streets and alleys. All hand and power operating cross cut saws when used for clearing. All work in compressed air construction. All work on acetylene burners in salvaging. The blocking and tamping of concrete. The laying of sewer tile and conduit, and pre-cast materials. The assembling and dismantling of all jacks and sectional scaffolding, including elevator construction and running of slip form jacks. The work of drill running and blasting, including wagon drills. The wrecking, stripping, cleaning, dismantling, moving and oiling of forms. The cutting off of concrete piles. The loading, unloading, handling and carrying to place of installation of all rods, (and materials for use in reinforcing) concrete and the hoisting of same and all signaling where hoist is used in this type of construction coming under the jurisdiction of the Laborers' Union. And, all other labor work not awarded to any other craft. Mortar mixers, kettlemen and carrier of hot stuff, tool crib men, watchmen (Laborer), firemen or salamander tenders, flagmen, deck hands, installation and maintenance of temporary gas-fired heating units, gravel box men, dumpmen and spotters, fencing Laborers, cleaning lumber, pit men, material checkers, dispatchers, unloading explosives, asphalt plant laborers, writer of scale tickets, fireproofing laborers, janitors, asbestos abatement and removal laborers, handling of materials treated with oil, creosote, chloride, asphalt, and/or foreign material harmful to skin or clothing, Laborers with de-watering systems, gunnite nozzle men, laborers tending masons with hot material or where foreign materials are used, Laborers handling masterplate or similar materials, laser beam operator, concrete burning machine operator, material selector men working with firebrick or combustible material, dynamite men, track laborers, cement handlers, chloride handlers, the unloading and laborers with steel workers and re-bars, concrete workers (wet), luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen, permanent, portable or temporary plant drilling machine operator, plaster tenders, underpinning and shoring of buildings, fire watch, signaling of all power equipment, to include trucks excavating equipment, etc., tree topper or trimmer when in connection to construction, tunnel helpers in free air, batch dumpers, kettle and tar men, tank cleaners, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, sewer workers, rod and chain men, vibrator operators, mortar mixer operator, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers, on concrete paving, placing, cutting and tying of reinforcing, deck hand, dredge hand and shore laborers, bankmen on floating plant, asphalt workers with machine & layers, grade checker, power tools, caisson workers, lead man on sewer work, welders, cutters, burners and torch men, chain saw operators, paving breaker, jackhammer and drill operator, layout man and/or drainage tile layer, steel form setters -- street and

highway, air tamping hammerman, signal man on crane, concrete saw operator, screen man on asphalt pavers, front end man on chip spreader, multiple concrete duct -- lead man.

LABORER, SKILLED - HIGHWAY

The skilled laborer heavy and highway (HWY) classification shall encompass the following types of work, irrespective of the site of the work: handling of materials treated with oil, creosote, asphalt and/or any foreign materials harmful to skin or clothing, track laborers, chloride handlers, the unloading and loading with steel workers and re-bars, concrete workers (wet), tunnel helpers in free air, batch dumpers, mason tenders, kettle and tar men, plastic installers, scaffold workers, motorized buggies or motorized unit used for wet concrete or handling of building materials, laborers with de-watering systems, sewer workers plus depth, rod and chainmen, vibrator operators, mortar mixer operators, cement silica, clay, fly ash, lime and plasters, handlers (bulk or bag), cofferdam workers plus depth, on concrete paving, placing, cutting and tying or reinforcing, deck hand, dredge hand shore laborers, bankmen on floating plant, asphalt workers with machine, and layers, grade checker, power tools, stripping of all concrete forms excluding paving forms, dumpmen and spotters, when necessary, caisson workers plus depth, gunnite nozzle men, welders, cutters, burners and torchmen, chain saw operators, paving breaker, jackhammer and drill operators, layout man and/or drainage tile layer, steel form setters - street and highway, air tamping hammerman, signal man on crane, concrete saw operator, screedman on asphalt pavers, front end man on chip spreader, multiple concrete duct, luteman, asphalt raker, curb asphalt machine operator, ready mix scalemen (portable or temporary plant), laser beam operator, concrete burning machine operator, and coring machine operator.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - SOUTH

- Class 1. Drivers on 2 axle trucks hauling less than 9 ton. Air compressor and welding machines and brooms, including those pulled by separate units, truck driver helpers, warehouse employees, mechanic helpers, greasers and tiremen, pickup trucks when hauling materials, tools, or workers to and from and on-the-job site, and fork lifts up to 6,000 lb. capacity.
- Class 2. Two or three axle trucks hauling more than 9 ton but hauling less than 16 ton. A-frame winch trucks, hydrolift trucks, vactor trucks or similar equipment when used for transportation purposes. Fork lifts over 6,000 lb. capacity, winch trucks, four axle combination units, and ticket writers.
- Class 3. Two, three or four axle trucks hauling 16 ton or more. Drivers on water pulls, articulated dump trucks, mechanics and working forepersons, and dispatchers. Five axle or more combination units.
- Class 4. Low Boy and Oil Distributors.

Class 5. Drivers who require special protective clothing while employed on hazardous waste work.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION - NORTH

Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front. TRUCK DRIVER - OIL AND CHIP RESEALING ONLY.

This shall encompass laborers, workers and mechanics who drive contractor or subcontractor owned, leased, or hired pickup, dump, service, or oil distributor trucks. The work includes transporting materials and equipment (including but not limited to, oils, aggregate supplies, parts, machinery and tools) to or from the job site; distributing oil or liquid asphalt and aggregate; stock piling material when in connection with the actual oil and chip contract. The Truck Driver (Oil & Chip Resealing) wage classification does not include supplier delivered materials.

OPERATING ENGINEERS - BUILDING

Class 1. Cranes; Overhead Cranes; Gradall; All Cherry Pickers; Mechanics; Central Concrete Mixing Plant Operator; Road Pavers (27E - Dual Drum - Tri Batches); Blacktop Plant Operators and Plant Engineers; 3 Drum Hoist; Derricks; Hydro Cranes; Shovels; Skimmer Scoops; Koehring Scooper; Drag Lines; Backhoe; Derrick Boats; Pile Drivers and Skid Rigs; Clamshells; Locomotive Cranes; Dredge (all types) Motor Patrol; Power

Blades - Dumore - Elevating and similar types; Tower Cranes (Crawler-Mobile) and Stationary; Crane-type Backfiller; Drott Yumbo and similar types considered as Cranes; Caisson Rigs; Dozer; Tournadozer; Work Boats; Ross Carrier; Helicopter; Tournapulls - all and similar types; Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Heavy Equipment Greaser; CMI, CMI Belt Placer, Auto Grade & 3 Track and similar types; Side Booms; Multiple Unit Earth Movers; Creter Crane; Trench Machine; Pump-crete-Belt Crete-Squeeze Cretes-Screw-type Pumps and Gypsum; Bulker & Pump - Operator will clean; Formless Finishing Machine; Flaherty Spreader or similar types; Scream Man on Laydown Machine; Wheel Tractors (industrial or Farm-type w/Dozer-Hoe-Endloader or other attachments); F.W.D. & Similar Types; Vermeer Concrete Saw.

Class 2. Dinkeys; Power Launches; PH One-pass Soil Cement Machine (and similar types); Pugmill with Pump; Backfillers; Euclid Loader; Forklifts; Jeeps w/Ditching Machine or other attachments; Tunnelger; Automatic Cement and Gravel Batching Plants; Mobile Drills (Soil Testing) and similar types; Gurries and Similar Types; (1) and (2) Drum Hoists (Buck Hoist and Similar Types); Chicago Boom; Boring Machine & Pipe Jacking Machine; Hydro Boom; Dewatering System; Straw Blower; Hydro Seeder; Assistant Heavy Equipment Greaser on Spread; Tractors (Track type) without Power Unit pulling Rollers; Rollers on Asphalt -- Brick Macadam; Concrete Breakers; Concrete Spreaders; Mule Pulling Rollers; Center Stripper; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Cement Finishing Machine; Barber Green or similar loaders; Vibro Tamper (All similar types) Self-propelled; Winch or Boom Truck; Mechanical Bull Floats; Mixers over 3 Bag to 27E; Tractor pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Scream; Truck Type Hoptoe Oilers; Fireman; Spray Machine on Paving; Curb Machines; Truck Crane Oilers; Oil Distributor; Truck-Mounted Saws.

Class 3. Air Compressor; Power Subgrader; Straight Tractor; Trac Air without attachments; Herman Nelson Heater, Dravo, Warner, Silent Glo, and similar types; Roller: Five (5) Ton and under on Earth or Gravel; Form Grader; Crawler Crane & Skid Rig Oilers; Freight Elevators - permanently installed; Pump; Light Plant; Generator; Conveyor (1) or (2) - Operator will clean; Welding Machine; Mixer (3) Bag and Under (Standard Capacity with skip); Bulk Cement Plant; Oiler on Central Concrete Mixing Plant.

OPERATING ENGINEERS - HEAVY AND HIGHWAY CONSTRUCTION

CLASS 1. Cranes; Hydro Cranes; Shovels; Crane Type Backfiller; Tower, Mobile, Crawler, & Stationary Cranes; Derricks; Hoists (3 Drum); Draglines; Drott Yumbo & Similar Types considered as Cranes; 360 Degree Swing Excavator (Shears, Grapples, Movacs, etc.); Back Hoe; Derrick Boats; Pile Driver and Skid Rigs; Clam Shell; Locomotive - Cranes; Road Pavers - Single Drum - Dual Drum - Tri Batcher; Motor Patrols & Power Blades - Dumore - Elevating & Similar Types; Mechanics; Central Concrete Mixing Plant Operator; Asphalt Batch Plant Operators and Plant Engineers; Gradall; Caisson Rigs; Skimmer Scoop - Koering Scooper; Dredges (all types); Hoptoe; All Cherry Pickers; Work Boat; Ross Carrier; Helicopter; Dozer; Tournadozer; Tournapulls - all and similar types; Operation of Concrete and all Recycle Machines; Multiple Unit Earth Movers;

Scoops (all sizes); Pushcats; Endloaders (all types); Asphalt Surfacing Machine; Slip Form Paver; Rock Crusher; Operation of Material Crusher, Screening Plants, and Tunnel Boring Machine; Heavy Equipment Greaser (top greaser on spread); CMI, Auto Grade, CMI Belt Placer & 3 Track and Similar Types; Side Booms; Asphalt Heater & Planer Combination (used to plane streets); Wheel Tractors (with Dozer, Hoe or Endloader Attachments); CAT Earthwork Compactors and Similar Types; Blaw Knox Spreader and Similar Types; Trench Machines; Pump Crete - Belt Crete - Squeeze Crete - Screw Type Pumps and Gypsum (operator will clean); Creter Crane; Operation of Concrete Pump Truck; Formless Finishing Machines; Flaherty Spreader or Similar Types; Screed Man on Laydown Machine; Vermeer Concrete Saw; Operation of Laser Screenshot; Span Saw; Dredge Leverman; Dredge Engineer; Lull or Similar Type; Hydro-Boom Truck; Operation of Guard Rail Machine; and Starting Engineer on Pipeline or Construction (11 or more pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc, and Ground Heater (Trailer Mounted).

CLASS 2. Bulker & Pump; Power Launches; Boring Machine & Pipe Jacking Machine; Dinkeys; Operation of Carts, Powered Haul Unit for a Boring Machine; P & H One Pass Soil Cement Machines and Similar Types; Wheel Tractors (Industry or Farm Type - Other); Back Fillers; Euclid Loader; Fork Lifts; Jeep w/Ditching Machine or Other Attachments; Tunneluger; Automatic Cement & Gravel Batching Plants; Mobile Drills - Soil Testing and Similar Types; Pugmill with Pump; All (1) and (2) Drum Hoists; Dewatering System; Straw Blower; Hydro-Seeder; Bump Grinders (self-propelled); Assistant Heavy Equipment Greaser; Apsco Spreader; Tractors (Track-Type) without Power Units Pulling Rollers; Rollers on Asphalt - Brick or Macadam; Concrete Breakers; Concrete Spreaders; Cement Strippers; Cement Finishing Machines & CMI Texture & Reel Curing Machines; Vibro-Tampers (All Similar Types Self-Propelled); Mechanical Bull Floats; Self-Propelled Concrete Saws; Truck Mounted Power Saws; Operation of Curb Cutters; Mixers - Over Three (3) Bags; Winch and Boom Trucks; Tractor Pulling Power Blade or Elevating Grader; Porter Rex Rail; Clary Screenshot; Mule Pulling Rollers; Pugmill without Pump; Barber Greene or Similar Loaders; Track Type Tractor w/Power Unit attached (minimum); Fireman; Spray Machine on Paving; Curb Machines; Paved Ditch Machine; Power Broom; Self-Propelled Sweepers; Self-Propelled Conveyors; Power Subgrader; Oil Distributor; Straight Tractor; Truck Crane Oiler; Truck Type Oilers; Directional Boring Machine; Horizontal Directional Drill; Articulating End Dump Vehicles; Starting Engineer on Pipeline or Construction (6 -10 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"), Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

CLASS 3. Straight Framed Truck Mounted Vac Unit (separately powered); Trac Air Machine (without attachments); Rollers - Five Ton and Under on Earth and Gravel; Form Graders; Bulk Cement Plant; Oilers; and Starting Engineer on Pipeline or Construction (3 - 5 pieces) including: Air Compressor (Trailer Mounted), All Forced Air Heaters (regardless of Size), Water Pumps (Greater than 4-1/2" or Total Discharge Over 4-1/2"),

Light Plants, Generators (Trailer Mounted - Excluding Decontamination Trailer), Welding Machines (Any Size or Mode of Power), Conveyor, Mixer (any size), Stud Welder, Power Pac, etc., and Ground Heater (Trailer Mounted).

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscape work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

SPECIAL PROVISIONS

FY 2019 SIDEWALK REPLACEMENT AND HANDICAP RAMP PROGRAM

City Project 50-13-53002-19-00

This contract shall be administered and work shall be completed according to these Special Provisions, the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction," and other referenced specifications.

Coordination of contract documents shall be according to Article 105.05. The following table supplements Article 105.05 and states the version to be used:

Hierarchy of the Contract Documents			
Priority #	Specification Title	Version	Published By
1	Special Provisions	Contract	
2	Plans (see notes in Article 105.05)	Contract	
3	Recurring Special Provisions	January 1, 2018	IDOT
4	Supplemental Specifications	January 1, 2018	IDOT
5	Standard Specifications for Road and Bridge Construction (IDOT Standard Specifications)	April 1, 2016	IDOT
5	Public Rights-of-Way Accessibility Guidelines (PROWAG)	(2011)	United States Access Board
6	Standard Specifications for Water and Sewer Main Construction in Illinois	2014	ISPE-IL
7	City of Bloomington Manual of Practice for the Design of Public Improvements	July 25, 2005	COB
8	Illinois Supplement to the National Manual on Uniform Traffic Control Devices	June 1, 2014	IDOT
9	Manual on Uniform Traffic Control Devices (MUTCD)	May 2012	FHWA
10	Manual of Test Procedures of Materials	February 1, 2014	IDOT

Final clarification of any conflict shall be as directed by the Director of Public Works.

Within these Special Provisions, references to Sections or Articles 101-1106 refer to the IDOT Standard and Supplemental Specifications (4 and 5 in the above table). References to Sections or Articles 1-54 refer to the Standard Specifications for Water and Sewer Main Construction in Illinois.

General Description of Work

Work shall consist of the construction, removal and repair of sidewalk surfaces and appurtenances at various locations in the City of Bloomington. Work will vary by location.

There is no map showing locations of proposed Sidewalk and Handicap Ramp work. The successful bidder will receive a list of locations after the contract is approved by the City Council. Additional locations, as they become available, will be added to the list throughout the contract period.

Quantities in this proposal are approximate only and have been assumed for the purpose of obtaining unit prices. It is understood that the limiting factor will be the amount of City Funds budgeted for this type of work during the year. The City of Bloomington expressly reserves the right to increase or reduce quantities as it deems necessary. Any such additions will include an extension of time to the Contractor to complete the work.

The Contractor shall, upon receipt of notice to proceed, perform such sidewalk and related work, and shall receive compensation for same at the unit prices established herein.

Payments to Contractors will be made on monthly billings, and work will be done between the date of the "Notice to Proceed" and April 30 of the current Fiscal Year (April 30, 2019), from funds budgeted during that Fiscal Year for that purpose by the City of Bloomington. This Contract may include sidewalk and associated work budgeted under any of the following or other programs as assigned:

Sidewalk Replacement Program

50/50 Sidewalk Program

Community Development Block Grant Funds

A Performance Bond in the full amount of the Contract, as set forth in the "Instructions to Bidders" will be required of the successful Contractor.

Should sidewalk reconstruction involve items not covered in this proposal, the City and Contractor shall negotiate said items prior to commencing that work requiring said items.

In no case shall the contractor perform work which exceeds the contract amount without written approval and notice to proceed from the Engineer.

Prosecution and Progress

The City Engineer of the City of Bloomington will notify the Contractor of the various locations where reconstruction has been authorized. The Contractor shall begin construction on locations as prioritized by the City within 10 calendar days of being notified of an authorized location and prosecute the assigned tasks in a workmanlike manner. The Contractor shall complete construction within 30 calendar days of being notified of an authorized location. Concrete shall be laid within five (5) working days of starting removal of existing sidewalk or other area.

Completion Deductions

Should the Contractor fail to begin or complete the work on or before the timeframes stated in these special provisions, plus any such extended time as may be allowed by the City Engineer, the Contractor shall be liable to the City of Bloomington in the amounts shown in the following schedule of deductions for each calendar day of overrun in the contract time or such extended time as may have been allowed.

Schedule of Deductions:

<u>Overrun Period</u>	<u>Deduction per Calendar Day</u>
1 to 28 days	\$150.00 per day
Over 28 days	\$250.00 per day

Responsibilities of the Contractor

The Contractor shall so arrange the work site(s) such that no damage will result to the pavements, curbs, gutters, parkway, driveways, adjoining buildings and adjoining lawns. The contractor shall be solely responsible for and shall pay all costs associated with damages caused by the operations of the contractor. The Contractor shall completely remove and dispose of all items removed in preparation for construction of sidewalks within 24 hours.

The contractor shall be responsible for maintaining stormwater drainage through the work site through all phases of the work, including the final product.

The work by the contractor shall be required to follow all applicable guidelines of the Public Rights Of Way Accessibility Guidelines (PROWAG) and applicable Americans with Disabilities Act requirements.

Should the contractor fail to comply with the above requirements, the City shall cause the required work to be performed and deduct the actual costs of same from amounts due the Contractor.

Driveway and Street Access Maintenance Notes:

Construction work shall be planned and executed to minimize inconvenience to residents and businesses regarding access to sidewalks, driveways, and alleys. Prior notice of at least 48 hours shall be given to residents and businesses prior to removal of access to sidewalks, driveways, and alleys.

On-street-parking removal creates a hardship for residents and businesses. The contractor shall plan and execute the work to be done so that on street parking removal is no more than three weeks total. If there are weather delays or other extenuating circumstances the contractor shall promptly notify the Engineer in writing requesting a time extension and the reasons. Time extensions that are justified will be granted on a case by case basis. Parking removal time span starts when "no parking" signs are installed prior to sidewalk removal, and ends when the signs have been removed after the backfill and/or seeding has been completed.

Status and Location of Utilities

The Contractor shall be responsible for any damage caused by his/her work. It shall be the Contractor's responsibility to determine the location of existing utilities by calling J.U.L.I.E. at least 48 hours prior to any excavation.

Abandoned Utilities

Description

This work shall consist of removing and properly disposing of any abandoned utilities encountered during construction which interfere with the proposed improvements.

General

When an abandoned utility which interferes with the proposed improvements is encountered, the Contractor shall be responsible for coordination with the owner of the utility according to Section 107 and the following. The Contractor shall confirm with the owner that the encountered facility is abandoned and gain permission to remove and plug the portions necessary prior to completing this work.

Construction Requirements

Removal and disposal of the abandoned utilities shall be according to Article 202.03. If only a section of an abandoned utility requires removal, the open ends of the sections left in place shall be plugged with Class SI Concrete to the satisfaction of the engineer.

Revise the last sentence of the first paragraph of Article 107.06 to read:

The Contractor shall, if ordered by the Engineer in writing, make, in a manner approved by the Engineer, all necessary repairs to such openings, and such necessary work ordered by the Engineer will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

Revise the last sentence of the first paragraph of Article 107.09 to read:

The cost of all materials required and all labor necessary to comply with the above Provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

Modify the fourth paragraph of Article 107.19 to read:

Should the disposition of waste material require special procedures by certified personnel, the Department will make arrangements with qualified persons to dispose of the material.

Modify the last paragraph of Article 107.19 to read:

When the Contractor encounters unexpected regulated substances due to the presence of utilities in unanticipated locations, the provisions of Article 107.40 shall apply; otherwise, if the Engineer does not direct a resumption of operations, the provisions of Article 108.07 shall apply. When the Contractor performs necessary work required to dispose of these materials, such work shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

Revise the last sentence of the sixth paragraph of Article 107.39 to read:

If the utility owner does not field locate their facilities to the satisfaction of the Engineer, the Engineer will authorize the Contractor in writing to proceed to locate the facilities in the most economical and reasonable manner, subject to the approval of the Engineer, shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

Modify Article 107.40(b) to read:

Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities. All such work will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

Delete section 107.40(c) in its entirety.

Basis of Payment

The cost of this work will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

Salvage Materials

Description

This work shall consist of salvaging materials that are removed with the contract when directed by the Engineer.

General

All salvage materials shall become the property of the City of Bloomington and when so directed by the Engineer, the Contractor shall haul salvaged materials to a City property to be determined by the Engineer.

All whole bricks extracted in the process of any excavation shall be separated from the waste debris, shall have loose material removed, and shall be transported to Mitsubishi Motorway South of Six Points Rd near Heartland Hills Subdivision or other location as directed by the Engineer. Any bricks extracted shall be delivered to the storage site the same day of the excavation. The City Engineer or his designated representative will open the gate at the north end of Mitsubishi Motorway for deliveries.

Basis of Payment

The cost of this work will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

Materials

Materials shall meet the requirements of the IDOT Standard Specifications or as modified by these special provisions. The City will furnish location and assistance with line and grade for the work to be done. Sidewalk shall be 4" thick except in certain instances. Where driveways exist which cross the walk being rebuilt, walk shall be 6" thick unreinforced throughout the width of the driveway. All Downtown sidewalk and sidewalk in commercial and industrial areas shall be 6" unless specified by the Engineer. In certain areas, the Engineer may require 8" PCC.

Width of the new sidewalk shall be equal to width of sidewalk being replaced unless specified by the Engineer.

High-Early-Strength Portland Cement Concrete Sidewalk of the thickness specified shall be used only where directed by the Engineer to minimize the time a sidewalk or driveway entrance is closed. The materials for High-Early-Strength P.C.C. Sidewalk of the thickness specified shall meet the requirements for CLASS "PP1", "PP2", "PP3", or "PP4" Concrete as specified in Section 1020 of the IDOT Standard Specifications as directed by the Engineer.

Removal of Existing Signs

Description

This work consists of providing the City of Bloomington notice to remove existing signs.

General

All existing signs and sign posts that interfere with the work shall be removed by the City of Bloomington or the maintaining agency, except as directed by the Engineer. The City will remove and replace any sign installation that is owned and maintained by the City, at no charge to the Contractor providing the Contractor provides notice to the City of not less than two (2) working days. Any Contractor or private party removing any sign will be billed for replacement costs associated with reinstallation of the sign and may be charged with a violation of Illinois Vehicle Code 11-311.

Basis of Payment

The cost of this work will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

Contractor Use of City Fire Hydrants Prohibited

The Contractor will not be allowed to connect to City fire hydrants to obtain potable water or for any other use, even with a backflow prevention device. Any potable water required for this project shall be obtained without utilizing the City's fire hydrants. As an option, a City of Bloomington potable water bulk dispensing station is located at 603 West Division Street, Bloomington, Illinois. Purchase and transportation of water to the job site shall be incidental to the contract.

Subsurface Conditions

The Contractor must assume the risk of encountering sand, rubbish, buried pavements, and all other unforeseen obstacles. No claim for any amount of money beyond the contract price of the work will be entertained or allowed on account of the nature of the ground in which the excavation is made including any fill necessary to bring the ground back to grade, except in the case of abandoned vaults. Should sidewalk excavation reveal that further fill of a depth 6" or less is required atop the abandoned vault, the contractor shall add additional fill and be compacted as directed by the Engineer. Such fill shall be incidental to the contract. Fill depths of over 6" shall be filled by CLSM or other material as directed by the Engineer and paid as part of the CONTROLLED LOW-STRENGTH MATERIAL (CLSM) pay item.

Wherever it is necessary to explore and excavate to determine the location and elevation of existing utilities, the Contractor shall make exploration and excavation for

such purposes. The cost of such excavation will not be paid for separately, but shall be incidental to the contract.

If damage is done to existing or new structures during construction of the proposed improvement, they shall be replaced or repaired in a satisfactory manner by the Contractor at his own expense.

Sidewalk Removal

Revise the 4th paragraph of article 440.07(b):

Sidewalk removal, median removal and median removal partial depth will be measured for payment in place and the area computed in square feet (square meters). Adjacent driveway pavement removed shall not be measured separately but shall be measured as part of the SIDEWALK REMOVAL pay item.

Portland Cement Concrete Sidewalk

Add the following to the end of Article 424.09:

“The detectable warnings shall be brick red in color (Federal Standard Color 30166). The material shall be vitrified polymer composite unit(s) known as ‘Armor-Tile’ as manufactured by Engineered Plastics Inc. or approved equal. The cast in place units shall be installed in the concrete while it is plastic per the manufacturer’s installation instructions. Bolt down units shall be installed per the manufacturer’s installation instructions. **All detectable warning locations shall be cast in place units unless otherwise directed by the Engineer.** Replaceable cast in place units shall not be allowed.”

Revise the second sentence of the first paragraph of Article 424.12 to read:

“Curb ramps, including side curbs and side flares, will be measured for payment as sidewalk.”

Revise section 424.07(a) to read:

Expansion joints shall be placed between the sidewalk and all structures such as light poles, traffic signal poles, traffic poles, subway columns, and adjacent buildings or other permanent structure which extend through the sidewalk.

Revise section 424.07(c) to read:

Expansion joints shall also be placed where the sidewalk abuts existing sidewalks, between driveway pavement and sidewalk, at the end of any parcel being reconstructed, and between sidewalk accessibility ramps and curbs where the ramp abuts a curb.

Insert the following after section 424.07(c):

(d) Expansion joints adjacent to any building or permanent structure shall consist of DECK-O-FOAM expansion joint filler or approved equal with a semi self-leveling caulk seal or approved equal, which shall be considered as incidental to the contract.

Add the following after the first paragraph of 424.06

Sidewalks shall be cured in accordance with article 1020.13. Membrane curing shall be used unless prohibited by the Standard Specifications or by the

Engineer. The Engineer reserves the right to direct which curing method is required for each location assigned to the contractor.

Add the following after the last paragraph of section 424.06

Transverse contraction joints shall be constructed every 5 feet for residential walk and in a pattern to match surrounding walk in commercial areas unless otherwise specified. Sidewalks with monolithically poured curb/wall shall have the curb/wall delineated from the walk with a troweled contraction joint parallel to and six (6) inches± from the face of curb/wall. Sidewalks over 10 feet in width shall have a longitudinal contraction joint along the center of the walk.

Add the following after the last paragraph of section 424.04:

For locations where the Engineer determines the condition of adjacent pavement(s) (for example entrances etc.) does not allow for a smooth and straight saw cut, the Contractor shall excavate enough of the adjacent pavement to provide for forms to be placed to provide a smooth and straight edge. Following the removal of the forms, the contractor shall backfill between the sidewalk and the adjacent pavement with hot mix asphalt or other approved material as directed by the Engineer. Such excavation and backfill shall be considered incidental to the contract.

Approved material for select granular backfill for fill under sidewalks shall be compacted CA-6, CM-11 or other material as approved by the Engineer. Pea gravel shall not be allowed as material for select granular backfill.

Add the following to the beginning of section 424.08:

All sidewalk at street intersections must have curb ramps according to Standard 424001, 424006, 424011, 424016, 424021, 424026, or 424031.

Use of water during concrete construction

Addition of water to a concrete batch while it is still in a ready mix truck shall be monitored by the Contractor. The Contractor must ensure the water content does not exceed the maximum allowable for the mix design.

Sample tests must be gathered after all admixtures and water is added. If additional water is added to the mix, retesting is required. The contractor shall not begin pouring until the forms and concrete mix is approved by the Engineer.

The Contractor shall ensure the sidewalk base is slightly moist prior to the pouring of concrete.

The use of excess water to aid in finishing the concrete surface is prohibited. No water shall be added to or sprayed upon or sprinkled upon the concrete or concrete surface once it has been poured, unless the Contractor uses an approved mechanical misting device. Splattering water onto the concrete ("baptizing") with a brush or by other means is prohibited.

Method of measurement:

Where directed by the Engineer, Partial Curb Removal as defined by the PARTIAL CURB REMOVAL BY SAW CUTTING pay item shall be paid under the PARTIAL CURB REMOVAL BY SAW CUTTING pay item. All other saw cutting of the existing curb in order to construct the ramp shall be incidental. Curb and Gutter that is

damaged by the contractor shall be replaced in kind with no additional compensation.

Measurement for HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK of the thickness specified will be measured for payment in place and the area computed in square feet.

Measurement for PORTLAND CEMENT CONCRETE DRIVEWAY PAVEMENT shall not be measured separately, but shall be measured for payment as PORTLAND CEMENT CONCRETE SIDEWALK or HIGH-EARLY-STRENGTH PCC SIDEWALK of the thickness specified.

Basis of Payment:

This work shall be paid for at the Contract Unit Price per square foot for HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK of the thickness specified, measured in place, and shall include all material, equipment and labor to complete this work.

DETECTABLE WARNINGS, CAST IN PLACE and DETECTABLE WARNINGS, BOLT DOWN shall be paid for at the Contract Unit Price per square foot and shall include all material, equipment and labor to complete this work.

Earth Excavation, 4” Or More in Thickness

Description

This item shall consist of sod removal and finish grading such that placement of PCC Sidewalk 4” or more in thickness, where no sidewalk currently exists, matches essentially the existing grade

REMOVAL OF UNSUITABLE MATERIALS

Revise the first sentence of the first paragraph of Article 202.03 to read:

“Suitable excavated materials, including material from sewer trenches or other underground construction which is suitable, shall not be wasted without permission of the Engineer.

Revise the first sentence of the last paragraph of Article 202.03 to read:

“All unstable or unsuitable material, including material from sewer trenches or other underground construction which is unstable or unsuitable, shall be excavated or removed and replaced with material as directed by the Engineer”

Method of measurement:

Replace section 202.08 with the following:

Measurement for EARTH EXCAVATION, 4” OR MORE shall be measured in square feet coincident with the area of the new sidewalk being placed.

Measurement of EARTH EXCAVATION adjacent to sidewalk being removed or added to make grade shall not be measured separately, but shall be incidental to the SIDEWALK REMOVAL pay item.

All other EARTH EXCAVATION, including REMOVAL OF UNSUITABLE MATERIALS, shall not be measured separately but shall be incidental to the contract.

Basis of Payment:

This work shall be paid for at the Contract Unit Price per square foot for EARTH EXCAVATION, 4" OR MORE, measured in place, and shall include all material, equipment and labor to complete this work.

Saw Cutting/Grinding Sidewalk, Special

LIMITATIONS ON OPERATIONS

1. NO ROUGH GRINDING OF SIDEWALKS SHALL BE ALLOWED. All grinds shall be even, smooth, and uniform. Whether a grind is too rough is left to the discretion of the Engineer.
2. Saw cutting/grinding at driveways, business entrances, and alleys shall be completed within two (2) hours. Access to businesses must be maintained during business hours of operation.
3. The Engineer may direct displacement removals at locations other than construction joints.
4. All debris and dust from working shall be removed from the sidewalk and/or pavement upon completion of each displacement removal to reduce tracking. Such removal shall be incidental to the SAW CUTTING/GRINDING SIDEWALK, SPECIAL pay item.
5. Airborne concrete dust resulting from the cutting/grinding process shall be controlled and collected with a dust abatement system such as saw/angle grinder mounted vacuum hoods or other dust control device capable of preventing the escape of airborne particles. Wetting of the sidewalk during operations as the primary dust control measure is not acceptable. Remaining debris, cuttings, and concrete dust shall be cleaned from the sidewalk surface as well as surrounding rails, sidewalks, driveways, landscaping or other objects in the vicinity of work. Surface dust and debris must be swept and removed immediately.
6. The contractor shall follow all OSHA guidelines for worker safety.
7. The contractor shall notify the City at least 48 hours prior to beginning any operations.
8. Work directed by the Engineer will be paid for at the unit price bid.

SAW CUTTING/GRINDING SIDEWALK, SPECIAL - DESCRIPTION

1. The Contractor must remove hazards completely from one end of the raised sidewalk joint to the other, leaving a differential between slabs of a quarter-inch or less.
2. The Contractor must repair sidewalk hazards without damage or visible markings to adjacent slab or curb.
3. The Contractor shall take precautions during grinds/saw cutting not to disfigure, scar, or impair the health of any tree on public or private property. The Contractor must not cause damage to landscaping, retaining walls, curbs, sprinkler heads, etc.
4. All vertical displacements marked for repair must be removed in accordance with the American with Disabilities Act (ADA) requirements and the resulting finish shall be ADA compliant. Each offset must be tapered at a maximum 1:12 (8.33%) slope **from existing**

sidewalk grade and between panels and must have a smooth, uniform appearance and texture (The incline/decline along a taper-cut area may not exceed 8.33 percent slope or 1 inch per foot.)

5. All saw cutting/grinding shall be done with **diamond-tipped blades** and equipment capable of cutting/grinding at any angle and able to remove the concrete completely to all edges of the walk.

6. The Contractor shall not store equipment on the sidewalk or on private property without approval from the Engineer.

7. Gasoline or diesel operated equipment shall be equipped with mufflers and insulators to minimize noise.

SAW CUTTING/GRINDING CRITERIA

1. Sidewalk grinds/saw cuts performed out of compliance with ADA Standards shall be repaired by the Contractor at no added cost to the City.

2. If repair is needed at curb ramps, either the curb or sidewalk may be cut, provided that after the cutting, the flow line of the curb is not changed in anyway. The lowest part of the removal shall be above the flow line of the curb and there must be positive drainage across the curb to the flow line.

METHOD OF MEASUREMENT

Measurement shall be made in inch-feet. The average depth of the cut/grind is determined by adding the highest area of removal to the lowest area of removal and dividing by two. That average is multiplied by the length along the joint that is trimmed to calculate inch-feet. The Engineer shall record the dimensions of each vertical displacement to be removed per location. Depth shall be measured to the nearest 1/8 inch and shall be provided to the Contractor. The measurements of the Engineer shall be final unless the contractor provides written notice to the Engineer prior to performing work at each location.

BASIS OF PAY

This work shall be paid for at the Contract Unit Price per Inch-Foot for SAW CUTTING/GRINDING SIDEWALK, SPECIAL. This shall be payment in full for all labor, equipment, tools, materials, mobilization, and all other costs associated with such work.

Sidewalk Reinforcement

Description

This work shall consist of installing epoxy coated reinforcing bars embedded into the poured sidewalk.

Construction Requirements

Where directed by the Engineer, the Contractor shall install #4 epoxy coated reinforcing bars embedded in the poured sidewalk. Reinforcing bars shall be a minimum of 6" from the edge of the panel and be a maximum of 8" apart center to center. The dimensions and location of the reinforcing bars shall be as per the standard herein.

Basis of Payment:

This work shall be paid for at the Contract Unit Price per Square Foot for SIDEWALK REINFORCEMENT, SPECIAL, measured in place.

Planter Retaining Wall, Special

Description

This work shall consist of installing 6-inch P.C.C. curb for such uses as, but not limited to, natural planting areas embedded within or next to sidewalks, as directed by the Engineer.

Construction Requirements

The construction of the PLANTER RETAINING WALL, SPECIAL shall be according to Article 606 with the following additions:

Construction shall be per the PLANTER RETAINING WALL, SPECIAL Detail attached herein.

Contractor shall remove soil within the planter bed to a depth up to 20 inches below the top of adjacent curb to prepare the planter bed for backfill by the City of Bloomington Parks and Recreation Department.

Upon completion of the work, the planter bed shall be free of rocks over 1" in diameter or any chunks of concrete from the planter bed. Such removal shall be considered incidental to the PLANTER RETAINING WALL, SPECIAL pay item.

Basis of Payment

PLANTER RETAINING WALL, SPECIAL shall be paid per linear foot as PLANTER RETAINING WALL, SPECIAL. Saw-cutting to form a sidewalk cut-out area may be required. The cost of saw-cutting will not be paid for separately, but shall be considered as included in the unit bid price for PLANTER RETAINING WALL, SPECIAL, and no additional compensation will be allowed.

Earth Excavation within the limits of the planter bed shall be incidental to the PLANTER RETAINING WALL, SPECIAL pay item.

Removal and disposal of concrete that is removed to form a sidewalk cut-out shall be paid as SIDEWALK REMOVAL.

Partial Curb Removal (By Saw Cutting)

Description

Where directed by the Engineer, the Contractor shall saw cut the existing curb to produce a lay-down section to accommodate the construction of a handicap ramp in accordance with the details included herein.

Construction Requirements

Across the width of the traveled way of the ramp, the curb shall be removed as near flush with the adjacent street grade as possible, but in no case more than 1/2 inch above the adjacent street. Where the remaining curb has a vertical surface discontinuity between 0.25 inch and 0.5 inch, the vertical discontinuity must be beveled with a slope not steeper than 50 percent, and the bevel must be applied across the entire width of the vertical discontinuity.

Basis of Payment

This work shall be measured in lineal feet of curb along the face of the curb removed and paid for at the Contract Unit Price per Lineal Foot for PARTIAL CURB REMOVAL (BY SAW CUTTING).

Curb and Gutter Removal and Replacement, Special

Description

This work shall consist of the removal and replacement of curb and gutter, and any necessary excavation and suitable fill material.

Removal Requirements

The removal shall be in accordance with Article 440 of the IDOT Standard Specifications. The existing material may be concrete curb, combination concrete curb and gutter, or any other appurtenances referenced in Article 440.

Construction Requirements

The construction of the Combination Concrete Curb and Gutter shall be according to Article 606 with the following revisions:

Add the following paragraph to the end of Article 606.04:

“If necessary, suitable material shall be excavated or placed to bring the subgrade to the planned elevation and to the satisfaction of the Engineer.”

Basis of Payment

Revise Article 606.15 to read:

“This work shall be paid for at the contract unit price per foot for CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL”

The cost of the work necessary to accomplish any excavation of material and/or placing of fill material to comply with the above provision will not be paid for separately, but shall be considered as included in the unit bid price for CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL, and no additional compensation will be allowed.”

Monolithic Curb, Special

Description

This work shall consist of construction of monolithic curb in accordance with the details included herein.

Basis of Payment

Payment for adjacent sidewalk shall be paid under the appropriate pay item for the adjacent sidewalk. Removal for this pay item shall be included with the SIDEWALK REMOVAL pay item. Pavement repair at the face of the curb shall be incidental to the pay item.

This item shall be paid for at the contract unit price per lineal foot for MONOLITHIC CURB, SPECIAL, measured along the face of curb.

Retaining Wall (Special)

Description

This work shall consist of constructing a cast-in-place reinforced concrete retaining wall.

General

This work shall consist of constructing a cast-in-place reinforced concrete retaining wall according to Section 522 except as modified herein.

Method of Measurement

Revise Article 522.15(b) to read:

“Cast-in-place concrete retaining walls will be measured for payment in feet along the front face of the wall with no additional measurement for height.

The work associated with the retaining wall, including reinforcement bars, backfill, concrete, and any other materials, equipment, or labor necessary to construct the wall will not be measured for payment.”

Add the following paragraph to the end of 522.03:

Where directed by the Engineer, retaining wall block approved by the engineer shall be substituted for Retaining Wall (Special) to a maximum of 3 vertical feet exposed. No additional compensation shall be provided for such substitution.

Basis of Payment

Revise Article 522.16 to read:

“Cast-in-place concrete retaining walls will be paid for at the contract unit price per foot for RETAINING WALL, SPECIAL.”

12" Masonry Block Wall

Description

This item shall consist of constructing a concrete masonry block wall twelve inches (12") thick to partition off existing sidewalk vaults from building basements to allow the vaults to be filled. Walls will be placed and anchored at various necessary locations as designated by the Engineer.

Construction Requirements

The nominal size of concrete masonry units shall be 8" high x 16" long by 12" wide.

The outside surface of new masonry block walls shall be waterproofed as incidental to this item by one of the following methods:

- a) Apply one coat of Asphalt Primer RC-70, and 2 mop coats of Petroleum Asphalt : AWP Type A
- b) Apply 2 mop coats of Asphalt Emulsion for Waterproofing.

Waterproofing materials shall conform to articles 1060.01 through 1060.08 of the IDOT Standard Specifications.

Basis of payment

12" Masonry Block Wall shall be measured in length and height of outside wall face and the area computed in square feet.

This item shall be paid for at the Contract Unit Price per Square Foot for 12" MASONRY BLOCK WALL, which price shall include all material, equipment and labor to complete this item.

Controlled Low-Strength Material (CLSM)

Description

This item shall consist of furnishing and placing Controlled Low-Strength Material in areas designated by the Engineer.

Construction requirements

Where the depth of placement exceeds 3.5 feet, the CLSM shall be placed in lifts not to exceed 3.5 feet. Lifts shall be allowed to cure for a minimum of 24 hours prior to being covered with the next lift.

CLSM shall be in accordance with Articles 593 and 1019 of the IDOT Standard Specifications. CLSM may be used in conjunction with inlet adjustment and inlet reconstruction, sidewalk replacement where the filling of vault is required, as well as other areas designated by the Engineer.

Basis of Payment

This item shall be paid for at the Contract Unit Price per Cubic Yard for CONTROLLED LOW-STRENGTH MATERIAL (CLSM), which price shall include all material, equipment and labor to complete this item.

Catch Basin, Manhole, Inlet, Drainage Structure, and Valve Vault Construction, Adjustment, And Reconstruction

Add the following to Article 602.02:

“All adjustment less than 6 inches thick for inlets and manholes shall be made with Expanded Polypropylene (EPP) Adjusting Rings.

(t) Expanded Polypropylene (EPP) Adjusting Rings (Note 5)
.....1043.05

Note 5. Riser rings fabricated from EPP shall be used to adjust the frames and grates of drainage and utility structures up to a maximum of 6 in. (150 mm). An adhesive meeting ASTM C 920, Type S, Grade N5, Class 25 shall be used with EPP adjustment rings. The top ring of the adjustment stack shall be a finish ring with grooves on the lower surface and flat upper surface. The joints between all manhole adjustment rings and the frame and cover shall be sealed using the approved adhesive. In lieu of the use of an adhesive, an internal or external mechanical frame-chimney seal may be used for watertight installation. EPP adjustment rings shall not be used with heat shrinkable infiltration barriers.”

Replace Article 602.09 with the following:

“602.09 Expanded Polypropylene (EPP) Adjusting Rings. All adjustment less than 6 inches thick for inlets and manholes shall be made with expanded polypropylene (EPP) adjusting rings. EPP adjusting rings and manhole frames

shall be set in adhesive or sealant as described in the 602.02(t). Angle rings shall be used in place of shims to match the grade of the road.”

Revise the first sentence of Article 602.11(b) to read:

“Castings placed on concrete or masonry surfaces shall be set in full mortar beds except where EPP adjusting rings are required according to Article 602.09.”

Revise the second sentence of the second paragraph of Article 602.11(c) to read:

“After the structure has been adjusted, the castings shall be set in full mortar beds except where EPP adjusting rings are required according to Article 602.09.”

Add the following to Section 1043:

“1043.05 Expanded Polypropylene (EPP) Adjusting Rings. The EPP adjusting rings shall be manufactured using a high compression molding process to produce a minimum finished density of 7.5 lb/cu ft (120 g/l). The EPP rings shall be made of materials meeting ASTM D 3575 and ASTM D 4819-13. The grade adjustments shall be designed and tested according to the AASHTO Standard Specifications for Highway Bridges (AASHTO M 306 HS-25).

Grade rings shall contain upper and lower keyways (tongue and groove) for proper vertical alignment and sealing. The top ring, for use directly beneath the cast iron frame, shall have keyways (grooves) on the lower surface with a flat upper surface.

Adhesive or sealant used for watertight installation of the manhole grade adjustment rings shall meet ASTM C 920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A, and O.

EPP adjustment rings shall have no void areas, cracks, or tears. The actual diameter or length shall not vary more than 0.125 in. (3 mm) from the specified diameter or length. Variations in height are limited to ± 0.063 in. (± 1.6 mm). Variations shall not exceed 0.25 in. (6 mm) from flat (dish, bow, or convoluting edge) or 0.125 in. (3 mm) for bulges or dips in the surface.”

All frames to be adjusted shall be encased in concrete.

Basis of Payment

This work will be paid for at the contract unit price per each for ADJUSTING FRAMES FOR INLETS. **The size and style of the inlet frame and grate, basin, and/or piping structure will not be differentiated in this pay item.**

Removing Inlets

General

The work shall be performed according to 605.03 of the Standard Specifications.

The removed frames and grates shall be delivered to the Public Works facility at 401 S. East St., Bloomington, or other location as directed by the Engineer

Basis of Payment

This work will be paid for at the contract unit price per each for REMOVING INLETS.

Inlets, Special, With Special Frame and Grate

Description

This work shall consist of furnishing and installing special inlets with special frames and grates.

Material

The inlet shall be Type A or Type H, as directed by the Engineer, and the frame and grate shall be Type 50 according to the City of Bloomington Manual of Practice Standard 6.07D. A Type 50 frame and grate shall be a bicycle safe Neenah structure R-3067 with a Type A or L grate, or approved equal. Type A grates shall be used except that Type L may be used for by-pass inlets where required by the Engineer.. When the inlet is located in an entrance, or other depressed curb location, the frame and grate shall be Neenah R-3067-C or approved equal. Only cast iron grates will be accepted. The notation "Dump No Waste – Drains to Water Way" shall be cast or stamped on the top of the frame.

Riser Rings shall be per "CATCH BASIN, MANHOLE, INLET, DRAINAGE STRUCTURE, AND VALVE VAULT CONSTRUCTION, ADJUSTMENT, AND RECONSTRUCTION" section above.

General

The work shall be performed according to Sections 602 and 604 of the Standard Specifications and the details in the plans.

Basis of Payment

This work will be paid for at the contract unit price per each for INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE. The size and style of the inlet frame and grate, basin, and/or piping structure will not be differentiated in this pay item.

Topsoil Placement and Seeding

Description:

This work consists of topsoil placement and seeding within a foot of the forms and/or in order to repair landscape disturbance.

General:

After concrete has set, forms shall be removed in a timely manner. Concrete, asphalt, rocks, and all incidental materials shall be removed from the site. The site and topsoil material shall be free from rocks, sticks, weeds, brush, or stones larger than ½ inch in diameter, and other litter and waste products. As soon as practicable and no more than four days after the sidewalk is completed, placement of topsoil and seeding should occur.

If sidewalk is adjacent to a landscaped area, the Contractor shall place clean topsoil from outside the right of way and place grass seed, in accordance with Section 211 of Standard Specifications, along the former location of the forms. The Contractor also shall regrade and place topsoil and seeding to repair ruts and other landscape disruption caused by construction. Class 1A seed mixture shall be used.

Basis of Payment

Topsoil replacement and seeding within a foot of the forms and in order to repair landscape disturbance that occurs during construction shall be incidental to the contract.

Additional areas may be designated by the Engineer for landscaping, and the Contractor will be paid unit prices for TOPSOIL PLACEMENT AND SEEDING, SPECIAL, depending upon the size of the area, as detailed below. This includes areas where sidewalk is removed and not replaced.

Topsoil Placement and Seeding, Special

Description

The work shall consist of landscape work not covered above under incidental topsoil placement and seeding. TOPSOIL PLACEMENT AND SEEDING, SPECIAL includes grading additional areas designated by the Engineer; supplying, preparing, and spreading clean topsoil to those areas; the application of seed, fertilizer, and mulch; and placement of erosion control blanket (straw mat). The site and topsoil shall be free from rocks, sticks, weeds, brush, or stones larger than ½ inch in diameter, and other litter and waste products prior to commencement of this work.

Seeding

Class 1A seed mixture shall be used unless otherwise specified by the Engineer. Reseeding will be required until vegetation is established. Vegetation will be considered established when there is a minimum of 75 percent uniform growth over the entire seeded area(s). The Contractor shall reapply seed and mulch as necessary until this requirement is met. No additional compensation will be made for reseeding or mulching necessitated by reseeding. Any one area will only be paid once no matter how many seeding and mulching applications are necessary to establish vegetation.

General

Topsoil shall be according to Section 211 except as follows:

Add the following to the end of Article 211.05:

“If the topsoil thickness is not specified on the plans, the minimum topsoil thickness shall be 6 inches.”

Delete Articles 211.07 and 211.08.

Mulching shall be according to Article 251 except as follows:

Delete Articles 251.03(a), 251.03(c), 251.03(d), and 251.03(e).

Delete Articles 251.06 and 251.07.

Seeding shall be according to Article 250 except as follows:

Delete Articles 250.09 and 250.10

Erosion control blanket shall be according to Section 251.04 except the material shall be a knitted straw mat according to 1081.10(b).

Basis of Payment

This work shall be paid for at the contract unit price per square foot for TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA) and TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA) .

Separate pay items have been established for “small areas” (less than 30 square feet) and large areas (30 square feet or greater). The Engineer may add more than one “small area” within the same city block or area to form a “large area” for the purpose of payment. The final determination on whether combined areas are

considered a small or large area for basis of payment shall be made by the Engineer.

Traffic Control & Protection, Major Locations

Description

This work shall consist of the furnishing, installation, maintenance, relocation and removal of work zone traffic control and protection.

General

Traffic control shall be provided for each sidewalk repair location and each location shall be designated by the Engineer as a Major Street or Minor Street location.

Major Streets:

Factors influencing major street classification:

- State Routes (IDOT Right-of Way) – All state routes shall be deemed as a major street.
- Arterials (City arterial routes) - All City routes classified as arterial shall be deemed a major street.
- Collector Routes – Determination of major or minor street shall be determined by the Engineer on a per-location basis.
- Functional classifications above shall be as determined by the IDOT functional classification map at <https://www.gettingaroundil-linois.com/gai.htm?mt=fc> or as designated by the Engineer.
- Lane closures on streets with defined pavement markings (e.g. lane lines, center lines) for a duration of longer than 30 minutes.
- The Engineer shall make the final decision as to Major or Minor Street designations should any conflicts arise between the criteria stated above.

Minor Streets:

- Minor collectors and all other streets shall be deemed Minor Streets.

Final determination of what classifies as major traffic control shall be by the Engineer and shall be communicated to the contractor when the work location is provided to the contractor.

The TRAFFIC CONTROL, MAJOR STREET pay item shall encompass all adjacent work locations that are able to be encompassed within one single traffic location.

All other traffic control required to perform the work included in the contract, including sidewalk or pedestrian closures and detours, shall be installed, maintained and removed by the Contractor as incidental to the contract pay items. The IDOT Highway Standards for Traffic Control applicable to the work being performed shall be utilized.

Construction Requirements

Traffic control for all locations shall be as per the applicable IDOT standard.

Traffic control on major streets shall minimize the duration of time that traveled lanes are blocked. When traffic control is not actively required, the traveled lanes shall be opened up to through traffic. No additional compensation shall be provided for such tear down and restoration of traffic control.

Failure to provide appropriate traffic control shall incur deductions according to 105.03(b).

Basis of Measurement

Replace 701.19 with the following:

This work will be measured for payment as follows:

- (a) Measured as Each. Traffic control for major streets as defined by the Engineer, and shall incorporate all materials, installation, and work required to provide traffic control for that location.
- (b) Not measured. Traffic Control & Protection for all other locations shall not be paid for separately, but shall be incidental to the Contract.

Basis of Payment

Traffic control for each such location deemed as a location for major traffic control as directed by the engineer shall be paid at the contract unit price per each location for TRAFFIC CONTROL, MAJOR STREET.



The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	64
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	67
3	<input type="checkbox"/> EEO	68
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	78
5	<input type="checkbox"/> Required Provisions - State Contracts	83
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	89
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos Hot-Mix Asphalt Surface Removal	90
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	91
9	<input type="checkbox"/> Construction Layout Stakes Except for Bridges	92
10	<input type="checkbox"/> Construction Layout Stakes	95
11	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	98
12	<input type="checkbox"/> Subsealing of Concrete Pavements	100
13	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	104
14	<input type="checkbox"/> Pavement and Shoulder Resurfacing	106
15	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	107
16	<input type="checkbox"/> Polymer Concrete	109
17	<input type="checkbox"/> PVC Pipeliner	111
18	<input type="checkbox"/> Bicycle Racks	112
19	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	114
20	<input type="checkbox"/> Work Zone Public Information Signs	116
21	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	117
22	<input type="checkbox"/> English Substitution of Metric Bolts	118
23	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	119
24	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	120
25	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	128
26	<input type="checkbox"/> Digital Terrain Modeling for Earthwork Calculations	144
27	<input type="checkbox"/> Reserved	146
28	<input type="checkbox"/> Preventive Maintenance - Bituminous Surface Treatment	147
29	<input type="checkbox"/> Reserved	153
30	<input type="checkbox"/> Reserved	154
31	<input type="checkbox"/> Reserved	155
32	<input type="checkbox"/> Temporary Raised Pavement Markers	156
33	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	157
34	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	160
35	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	164

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	Reserved	168
LRS 2	<input type="checkbox"/> Furnished Excavation	169
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	170
LRS 4	<input type="checkbox"/> Flaggers in Work Zones	171
LRS 5	<input type="checkbox"/> Contract Claims	172
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	173
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	179
LRS 8	Reserved	185
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	186
LRS 10	Reserved	187
LRS 11	<input type="checkbox"/> Employment Practices	188
LRS 12	<input type="checkbox"/> Wages of Employees on Public Works	190
LRS 13	<input type="checkbox"/> Selection of Labor	192
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	193
LRS 15	<input checked="" type="checkbox"/> Partial Payments	196
LRS 16	<input type="checkbox"/> Protests on Local Lettings	197
LRS 17	<input type="checkbox"/> Substance Abuse Prevention Program	198
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	199

***** END OF SPECIAL PROVISIONS *****

CITY OF BLOOMINGTON, ILLINOIS

CONSTRUCTION DEBRIS MANIFEST

Ticket No.: _____

Contract No.: _____

Generator: _____

Hauler: _____ Truck No.: _____

Description of Material: _____

Approximate Weight of Material: _____

Approximate Volume of Material: _____

Disposition of Material:

Location: _____

Date: _____

Time: _____

Disposal site Owner: _____

Disposal site Operator: _____



Traffic Control Authorization Request

PROJECT: _____

LOCATION: Marked Route _____ Location _____

INCLUSIVE DAYS OF WORK: _____ WORK HOURS: _____

WORK TYPE: Maintenance Construction Traffic Other

Work Description _____

CONTRACTOR OR AGENCY DOING WORK: _____

RESPONSIBLE CONTACT: (Construction Foreman, or Traffic Maintenance Person)

Name: _____ Phone: _____ (Office) _____ (Mobile)
(If traffic control is to be employed between 5:00p.m. and 8:30a.m. or on Saturday, Sunday or holidays, give three additional contacts.)

Name: _____ Phone: _____ (Office) _____ (Mobile)

Name: _____ Phone: _____ (Office) _____ (Mobile)

Name: _____ Phone: _____ (Office) _____ (Home)

CONTROLS: (Describe specific controls to be used, including reference to appropriate Highway Standards or section of Manual, and set forth any special controls proposed.)

COMMENTS: _____

Distribution:
Project File
City of Bloomington Police
City of Bloomington Fire

Submitted by _____

Approved by _____

City Engineer



Traffic Control Authorization Request

District _____

County _____

Project _____

Contract Number _____

Marked Route _____

Section _____

Location _____

Inclusive Dates of Work _____ to _____ Work Hours _____ AM PM to _____ AM PM

Work Type Maintenance Construction Traffic Other

Describe Work _____

Contractor or Agency Performing Work _____

Responsible Engineer: (Construction Foreman/Superintendent, Maintenance/Traffic Field Engineer)

Name _____ Telephone No. () _____ () _____
Office Home

(If traffic control is to be employed between 5:00 p.m. and 8:30 a.m. or on Saturday, Sunday or holidays give additional names and numbers)

Name _____ Telephone No. () _____ () _____

Name _____ Telephone No. () _____ () _____

Name _____ Telephone No. () _____ () _____

Controls: (Describe specific controls to be used, including reference to appropriate Highway Standards or sections of manuals, and set forth any special controls proposed).

Distribution: District Operations/Traffic Engineer
Project Implementation Engineer
Field Engineer
Resident Engineer
ISP District

Submitted by: _____

Approved by: _____
(District Operations/Traffic Engineer)



Certified Transcript of Payroll (Sample)

Please Note: The submission of falsified payroll records is a criminal offense.

Payroll Date: _____
 Project No. 50-13-53002-19-00

Contractor and/or Subcontractor

Public Body Information

(Company Name)	(Contact Name)	(Public Body Name)	(Contact Name)
(Street Address)	(City)	(Street Address)	(City)
(State) (Zipcode) (Telephone Number)			

Report Hours for Each Day, Including Overtime Hours, List Hourly Prevailing Wage Rate and Hourly Fringe Benefits Allotments.

Worker Name, Address SSN & Telephone Number	* Hours worked each day							Total OT Hours	Total Hrs Each PW and Reg.	Hourly Wage Rate	OT Wage Rate	Per Pay Period Gross Net
	SUN	MON	TUE	WED	THR	FRI	SAT					
Labor Classification	PW											
	N											
Hourly Fringe Benefit:												
Pension:												
Health/Welfare:												
Vacation:												
Training:												
Labor Classification	PW											
	N											
Hourly Fringe Benefit:												
Pension:												
Health/Welfare:												
Vacation:												
Training:												
Labor Classification	PW											
	N											
Hourly Fringe Benefit:												
Pension:												
Health/Welfare:												
Vacation:												
Training:												
Labor Classification	PW											
	N											
Hourly Fringe Benefit:												
Pension:												
Health/Welfare:												
Vacation:												
Training:												

*PW - Prevailing Hours Worked *N - Non Prevailing Hours Worked

Certified Transcript of Payroll

Instructions:

Fringe benefits (health insurance, pension, vacation, and training) must be paid, if it is required for the work classification, regardless of your union or nonunion status.

We give you credit for health insurance paid (if any) and ERISA approved pension plan (if any) and training if your employees are in a BAT approved program.

If the fringe benefit rate is paid into a fund, please note by placing the letter "F" behind the fringe benefit rate; if the fringe benefit rate is included on an employee's payroll check, please note by placing the letter "E" behind the fringe benefit rate.

On the back of this form please list all subcontractors, independent contractors and owner operator's your company used on this project. If you wish information regarding coverage of the Act, please visit our web site at www.state.il.us/agency/idol/ or call 217-782-1710.



Certified Transcript of Payroll

AFFIDAVIT

Weekly Statement of Compliance

Date: _____

I, _____,
(name signatory party)

_____, do
(Title)

hereby state: that I pay or supervise the payment of the persons employed on the public works project _____;

_____ (name of project)
that during the payroll period commencing on the _____ day of _____, (month) _____, (year) _____

_____ of all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____

_____ (name of contractor or subcontractor)
I/We from the full weekly wages earned by any person, and that no deductions have been made either directly or indirectly from the full weekly wages earned by any persons, other than permissible deductions as defined by Federal and/or State Law. I further certify that this payroll is correct and complete; that the wage rates contained therein are not less than the actual rates herein stated and that the classification set forth for each laborer or mechanic conform to the work he/she performed.

Signature _____

Digital Signature _____

SUBCONTRACTORS

Attach explanation of Monies paid, copy of contract of billing, or other pertinent information.

Company Name: _____
Contact Person: _____

(Address)

(City) _____ (State) _____ (zipcode)

Telephone Number: _____

Company Name: _____
Contact Person: _____

(Address)

(City) _____ (State) _____ (zipcode)

Telephone Number: _____

Company Name: _____
Contact Person: _____

(Address)

(City) _____ (State) _____ (zipcode)

Telephone Number: _____

Company Name: _____
Contact Person: _____

(Address)

(City) _____ (State) _____ (zipcode)

Telephone Number: _____

Company Name: _____
Contact Person: _____

(Address)

(City) _____ (State) _____ (zipcode)

Telephone Number: _____

Company Name: _____
Contact Person: _____

(Address)

(City) _____ (State) _____ (zipcode)

Telephone Number: _____

Company Name: _____
Contact Person: _____

(Address)

(City) _____ (State) _____ (zipcode)

Telephone Number: _____

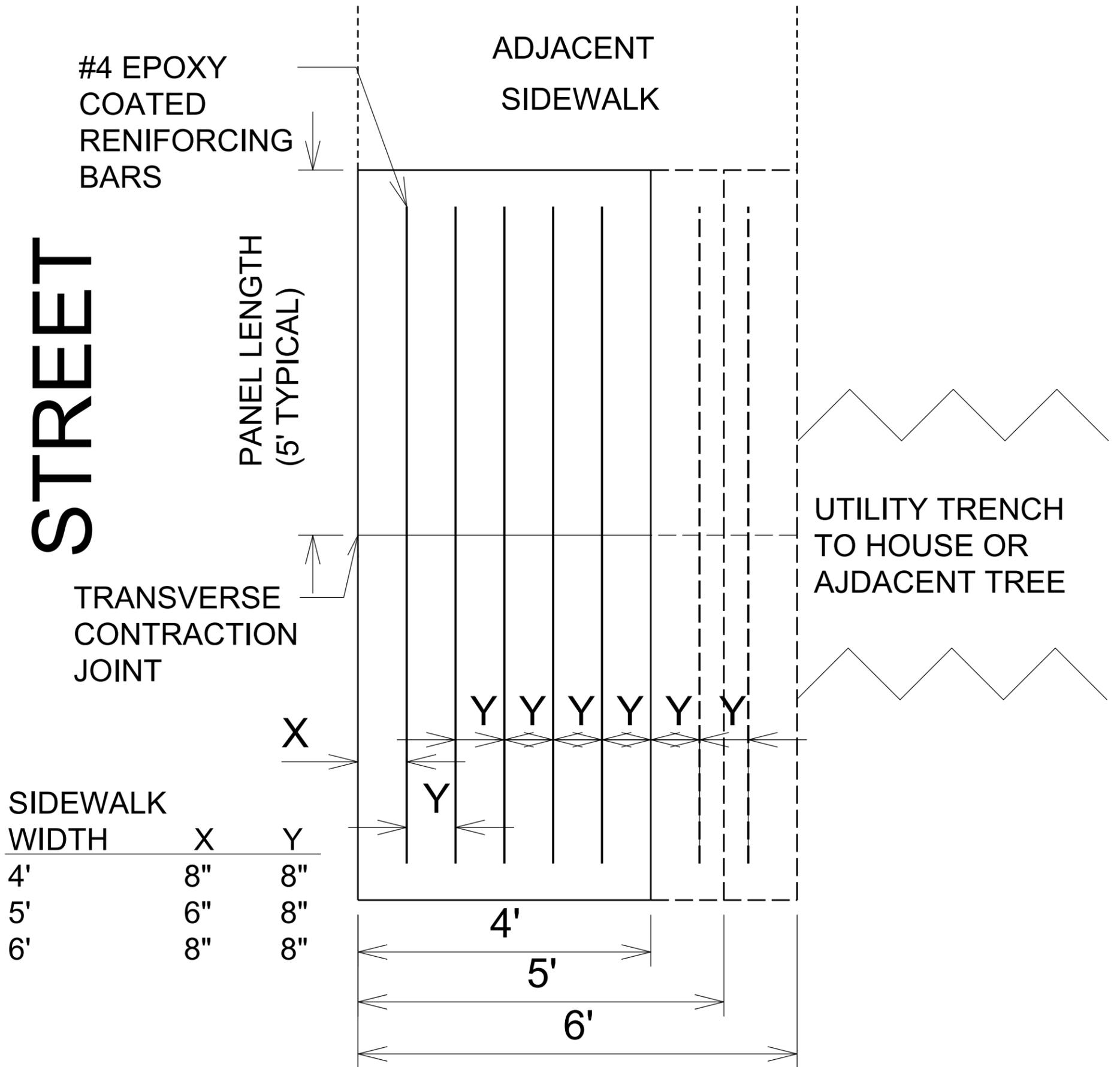
Company Name: _____
Contact Person: _____

(Address)

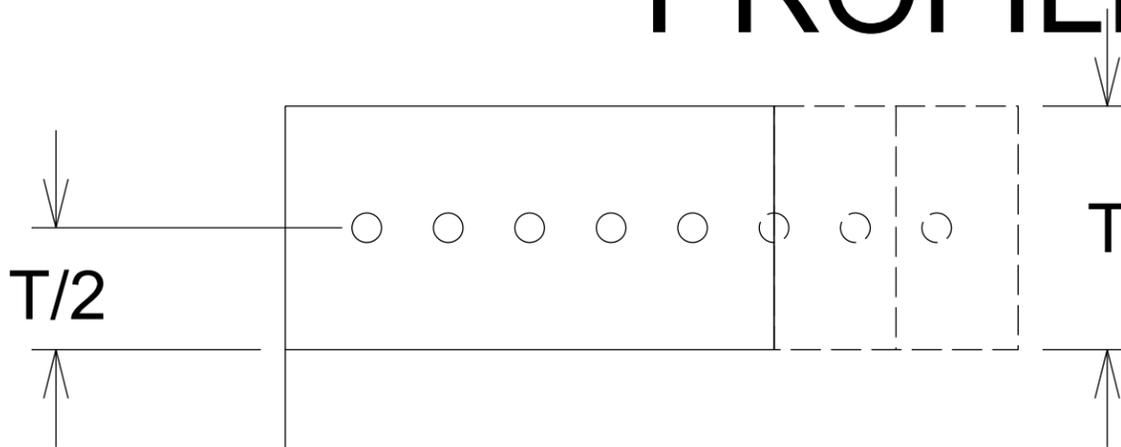
(City) _____ (State) _____ (zipcode)

Telephone Number: _____

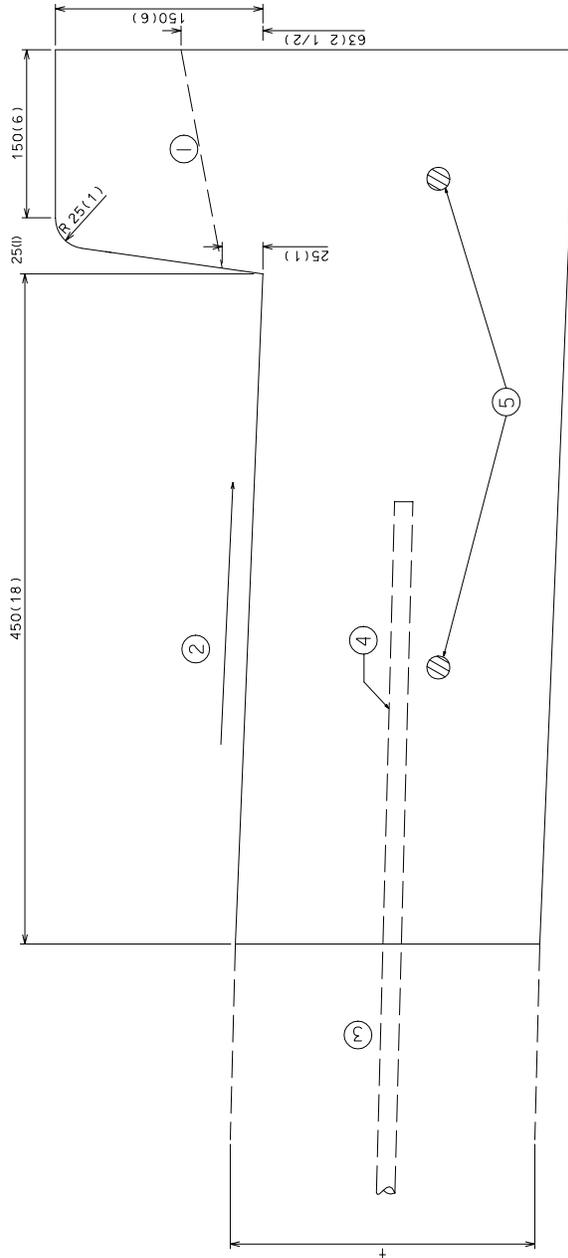
PLAN VIEW



PROFILE VIEW



COMBINATION CONCRETE CURB AND GUTTER
TYPE B 15.45 (B 6.18)

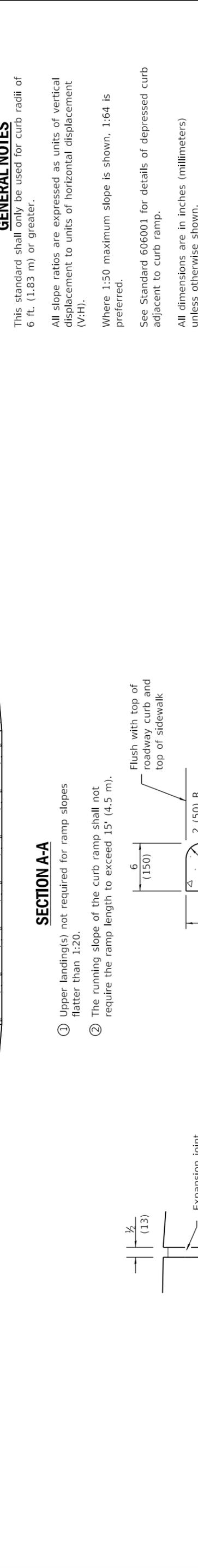
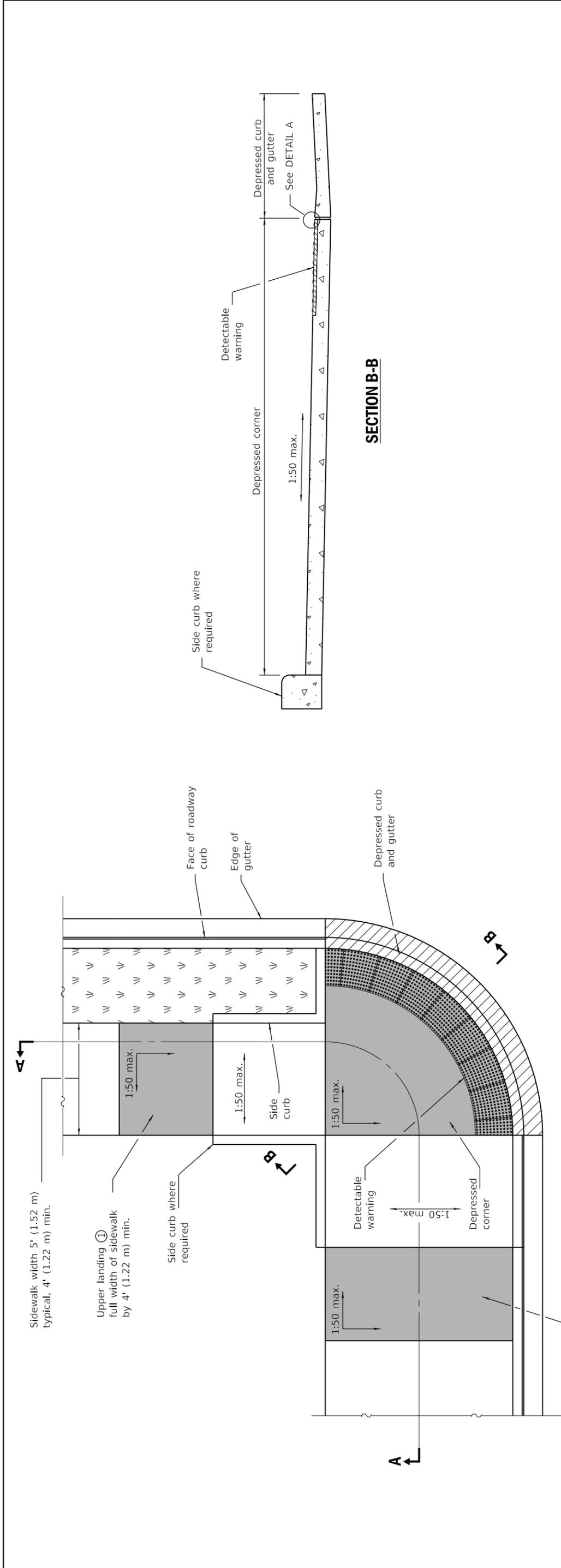


GENERAL NOTES

- ① DEPRESS AT DRIVEWAYS
 - ② SLOPE 62mm/M (3/4 IN/FT) EXCEPT AT INTERSECTIONS
 - ③ X = 200(8) OR DEPTH OF PAVEMENT WHEN ADJACENT TO P.C.C. PAVEMENT, WHICHEVER IS GREATER.
X = 200(8) WHEN ADJACENT TO P.C.C., AGGREGATE, BITUMINOUS OR BRICK BASE COURSE.
 - ④ 760mm(30") LONG #4 REBARS AT 760(30) SPACING (USED ONLY WHEN ADJACENT TO P.C.C. PAVEMENT OR P.C.C. BASE)
 - ⑤ #4 REBARS CONTINUOUS THROUGHOUT (USED ONLY WHEN ADJACENT TO BITUMINOUS, BRICK OR AGGREGATE BASE)
- + = THICKNESS OF PAVEMENT.

ALL DIMENSIONS ARE IN MILLIMETERS (INCHES) UNLESS OTHERWISE SHOWN.





GENERAL NOTES

This standard shall only be used for curb radii of 6 ft. (1.83 m) or greater.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:50 maximum slope is shown, 1:64 is preferred.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-18	Omitted diagonal slope at turning spaces and upper landings.
1-1-15	Added note ②.

DEPRESSED CORNER FOR SIDEWALKS

STANDARD 424021-04

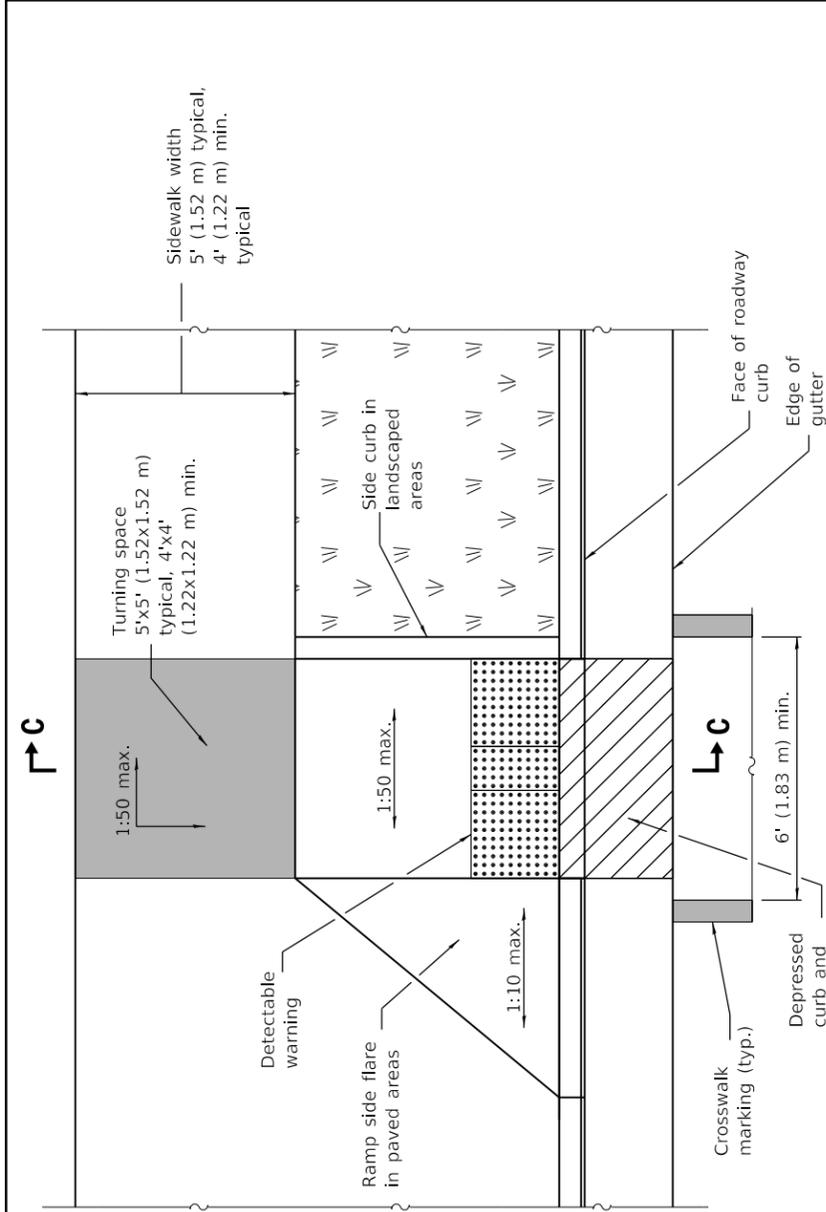
Illinois Department of Transportation

PASSED January 1, 2018

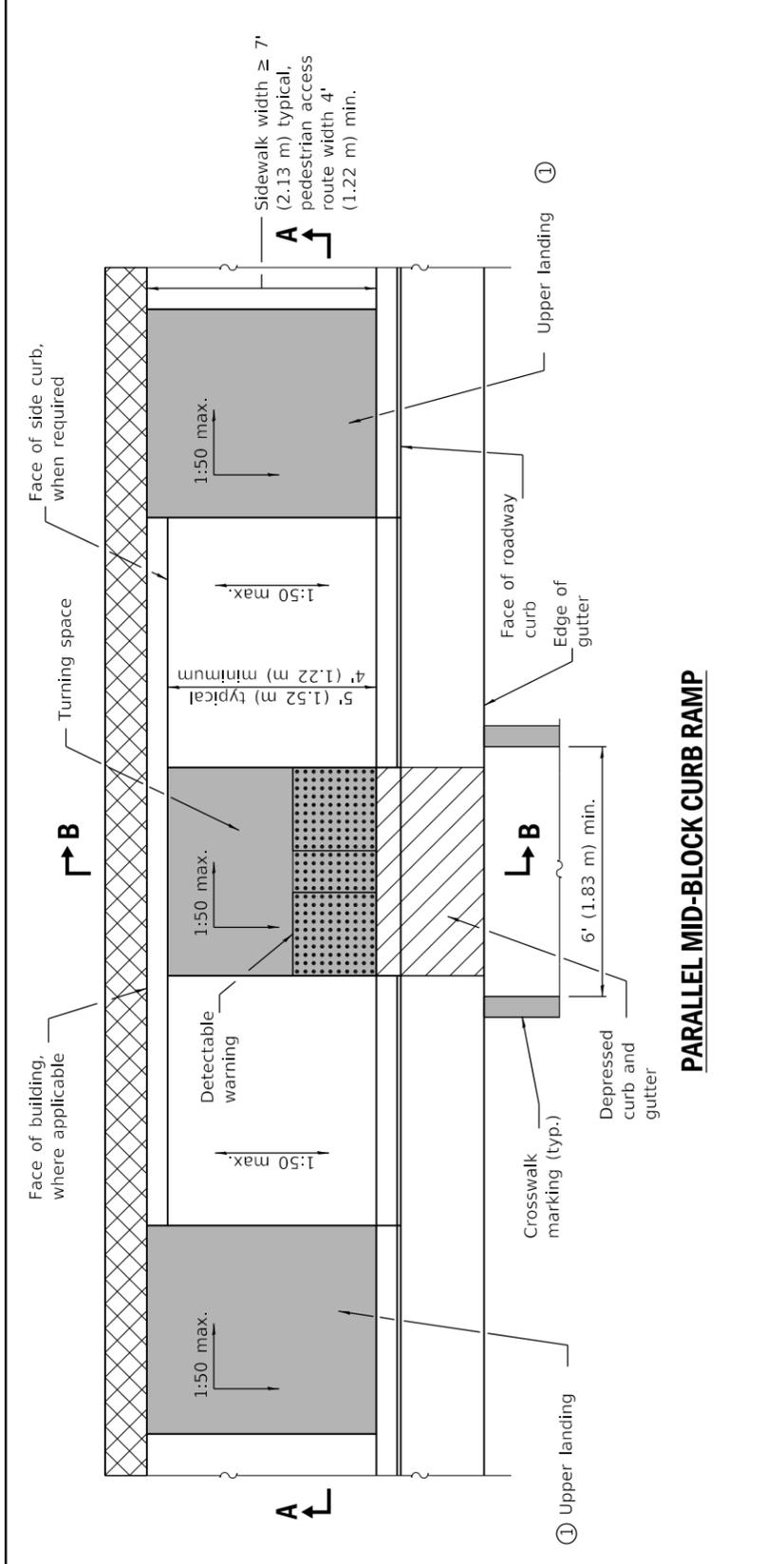
Michael Beard
ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2018
Maurice M. Behr
ENGINEER OF DESIGN AND ENVIRONMENT

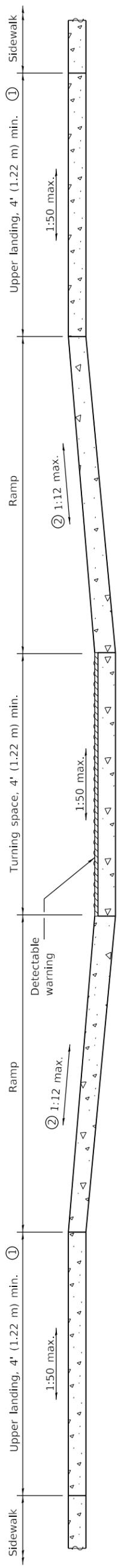
ISSUED 1-1-12



PARALLEL MID-BLOCK CURB RAMP

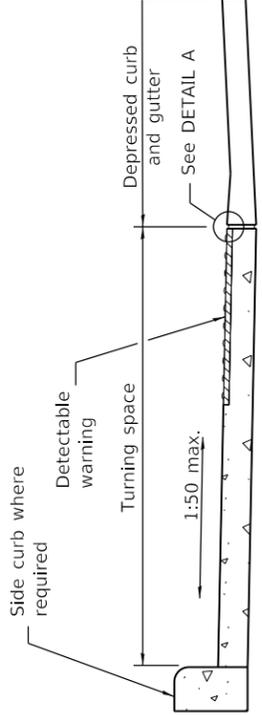


PERPENDICULAR MID-BLOCK CURB RAMP

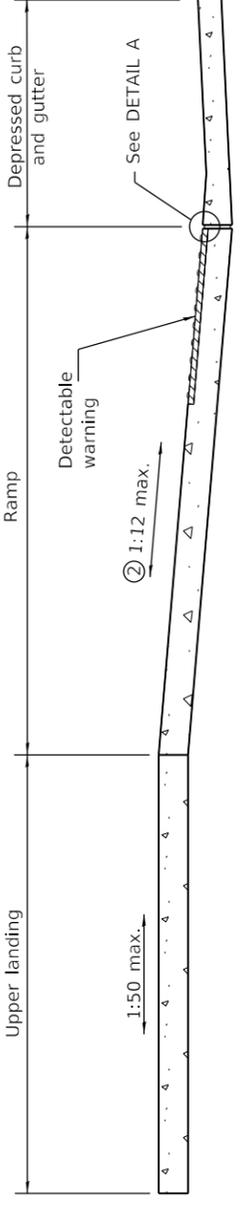


SECTION A-A

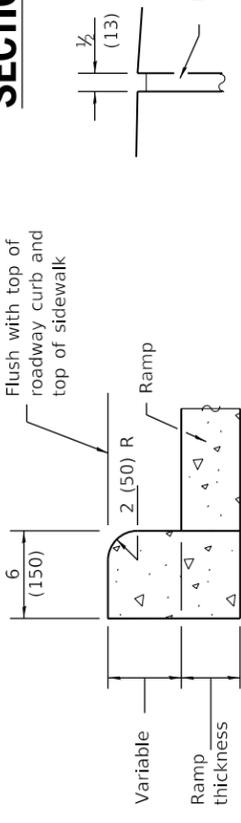
- ① Upper landing(s) not required for ramp slopes flatter than 1:20.
- ② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



SECTION B-B



SECTION C-C



SIDE CURB DETAIL

DETAIL A

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).
 Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).
 Where 1:50 maximum slope is shown, 1:64 is preferred.

See Standard 606001 for details of depressed curb adjacent to curb ramp.
 All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-18	Omitted diagonal slope at turning spaces and upper landings.
1-1-17	Revised sidewalk width to include 24 (610) buffer behind curb.

MID-BLOCK CURB RAMPS FOR SIDEWALKS

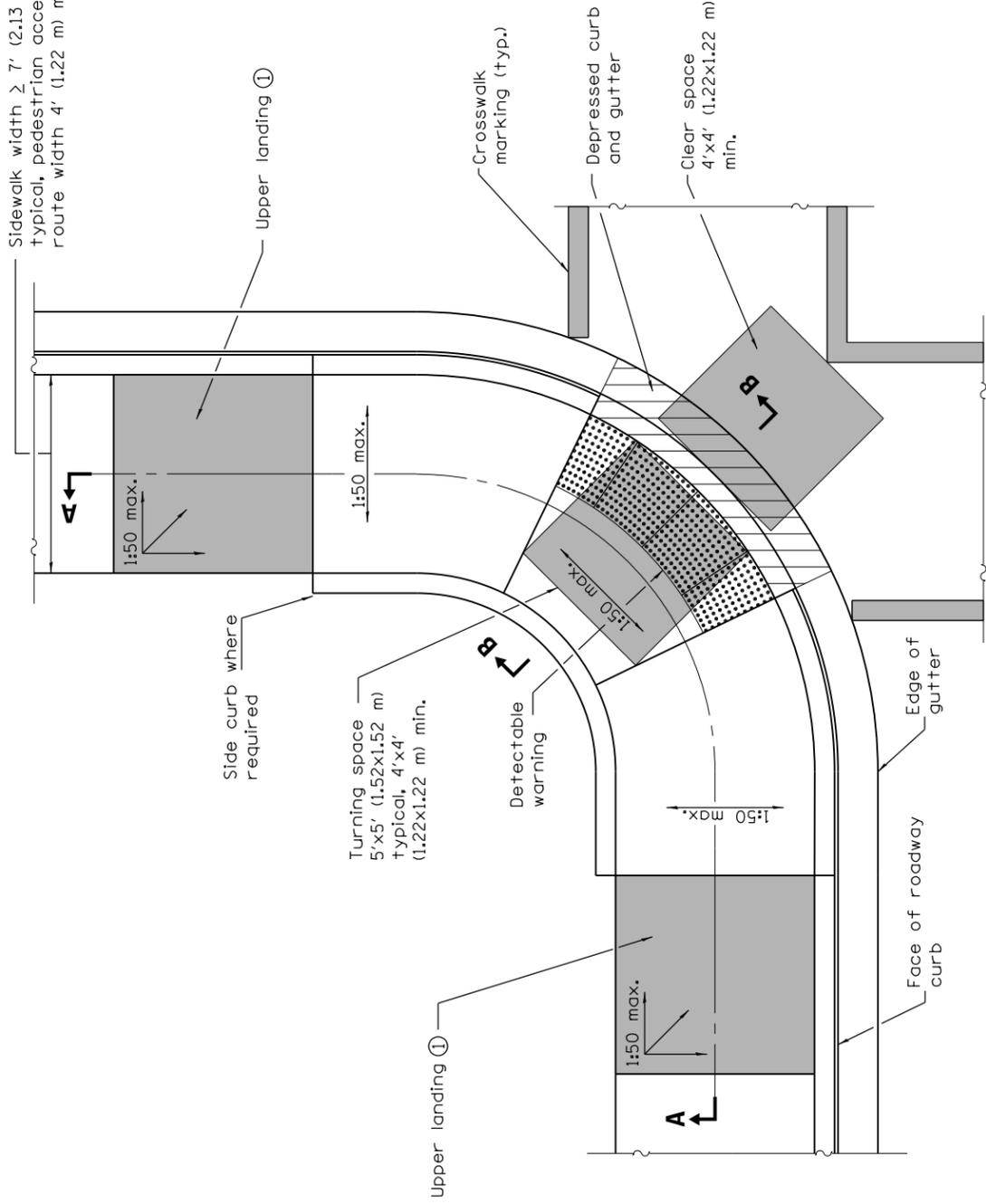
STANDARD 424016-04

Illinois Department of Transportation

PASSED January 1, 2018
 Michael Beard
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2018
 Mawen in Beh
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-12

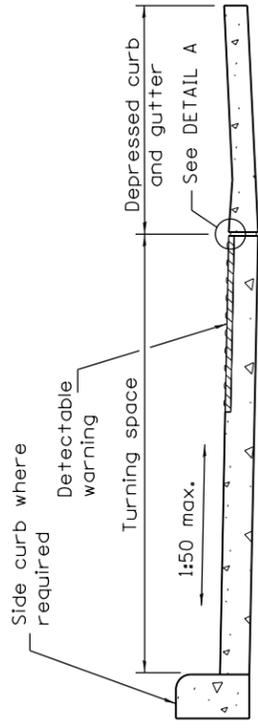
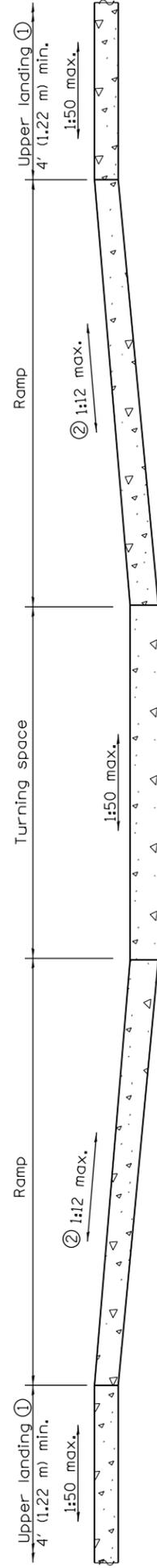
Sidewalk width \geq 7' (2.13 m) typical, pedestrian access route width 4' (1.22 m) min.



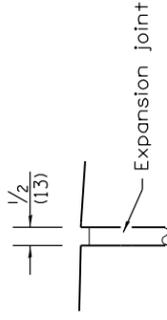
CORNER PARALLEL CURB RAMP

SECTION A-A

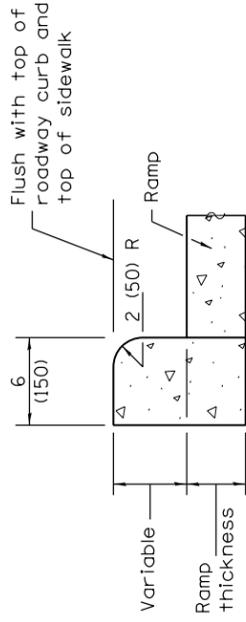
- ① Upper landing(s) not required for ramp slopes flatter than 1:20.
- ② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



SECTION B-B



DETAIL A



SIDE CURB DETAIL

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-17	Revised sidewalk width to include 24 (610) buffer behind curb.
1-1-15	Changed 'Lower landing' to 'Turning space'. Added x-walk markings. Added note ②.

CORNER PARALLEL CURB RAMPS FOR SIDEWALKS

STANDARD 424011-03

Illinois Department of Transportation

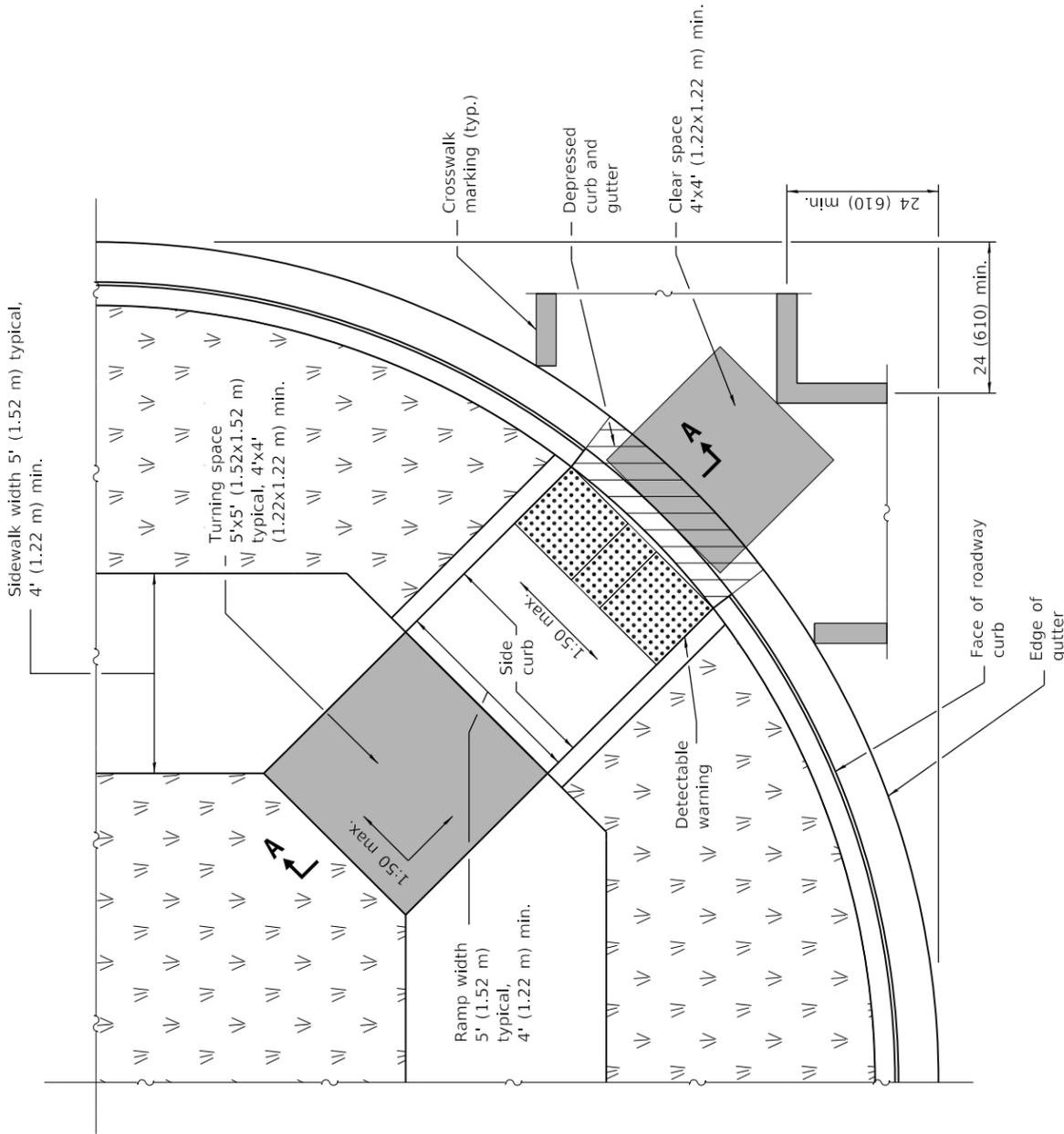
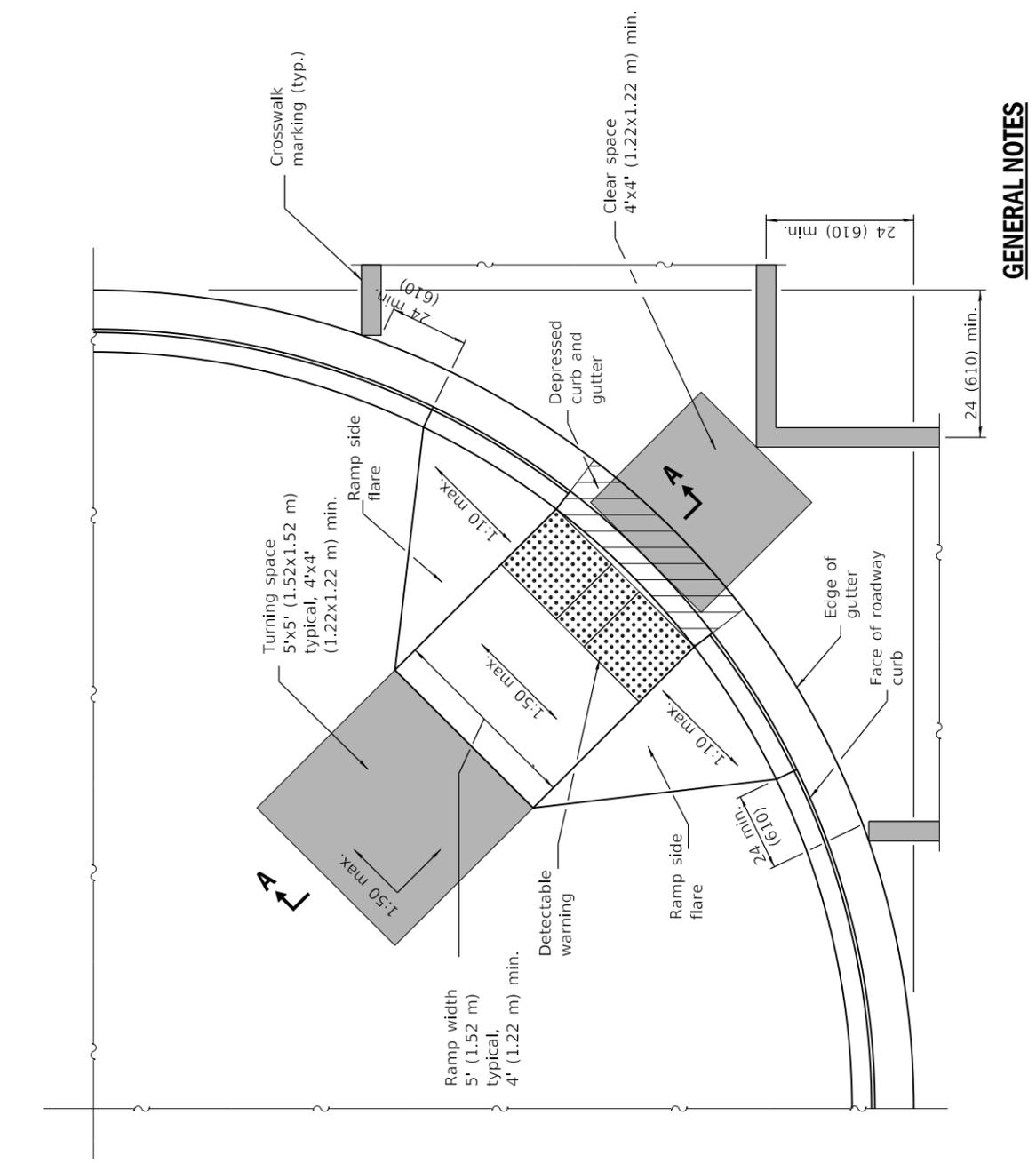
PASSED January 1, 2017

Michael Brand
ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2017

Marcus R. Behr
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-12



RAMP IN LANDSCAPED AREA

RAMP IN PAVED AREA

GENERAL NOTES

This Standard shall only be used for curb radii of 20 ft. (6.1 m) or greater.

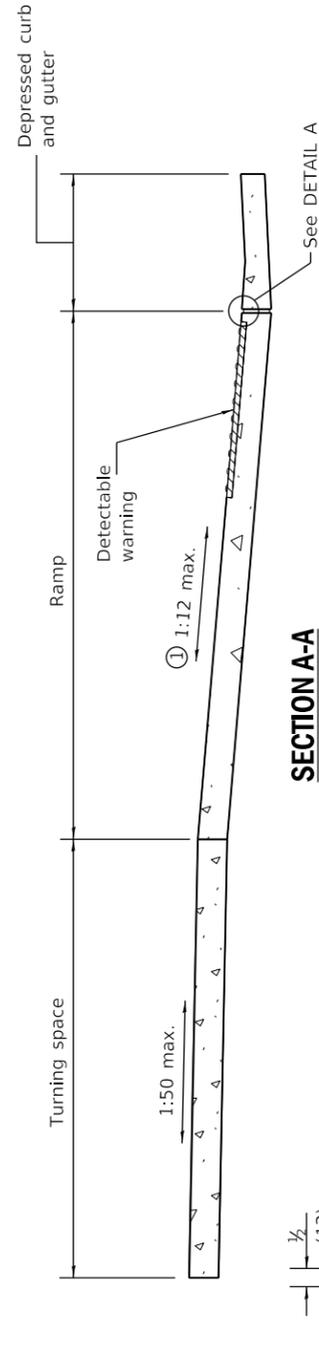
Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

See Standard 606001 for details of depressed curb adjacent to curb ramp.

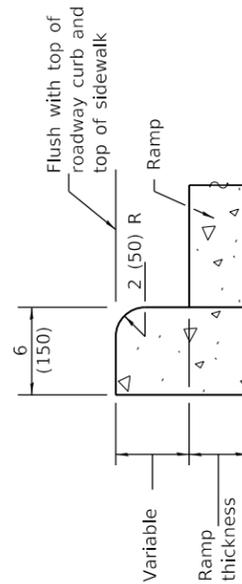
All dimensions are in inches (millimeters) unless otherwise shown.



SECTION A-A

① The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

SIDE CURB DETAIL



DETAIL A

DATE	REVISIONS
1-1-18	Omitted diagonal slope at turning spaces.
1-1-15	Changed 'Upper landing' to 'Turning space'. Added note reg. const. turning space.

DIAGONAL CURB RAMPS FOR SIDEWALKS

STANDARD 424006-03

Illinois Department of Transportation

PASSED January 1, 2018

ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2018

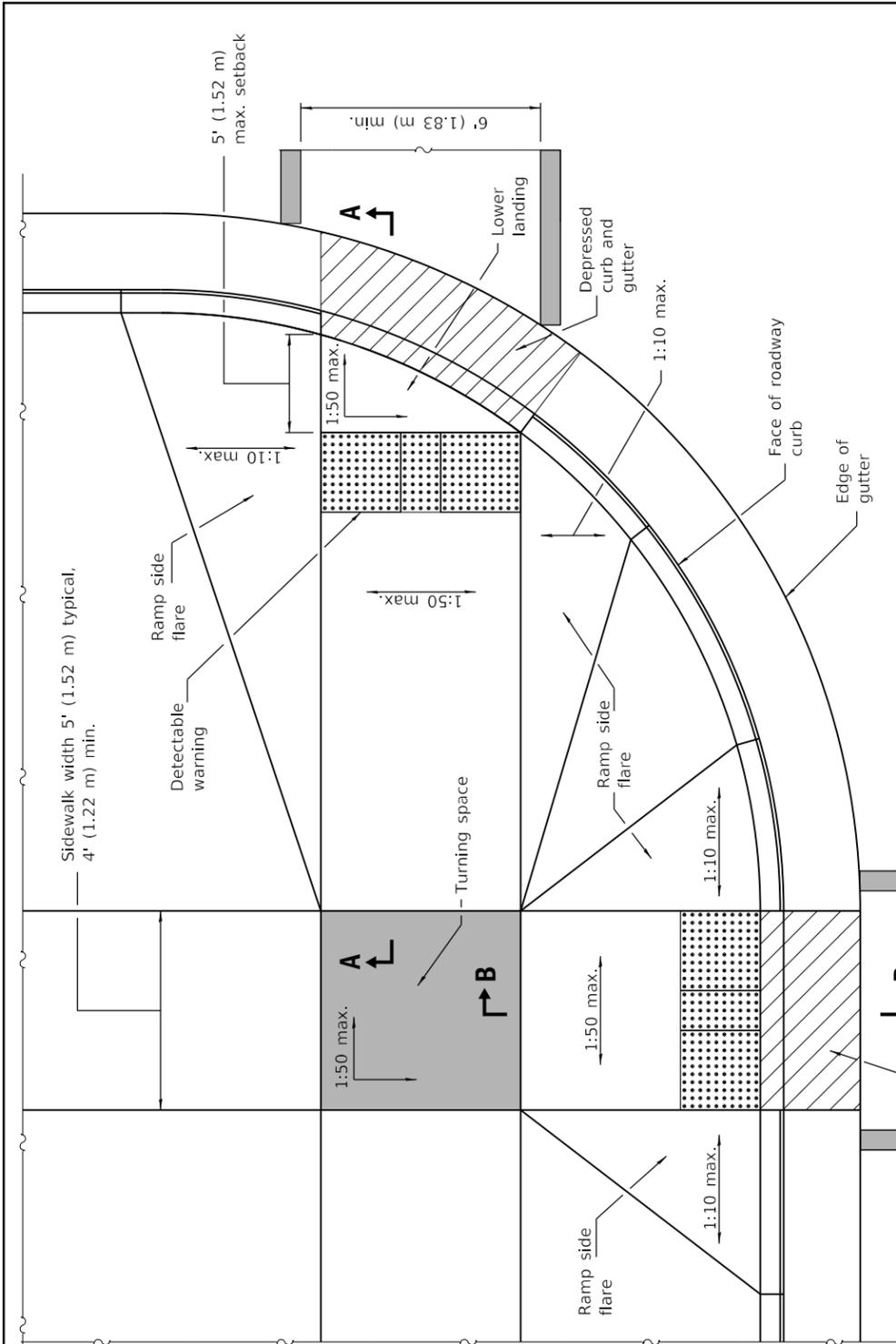
ENGINEER OF DESIGN AND ENVIRONMENT

Michael Brand

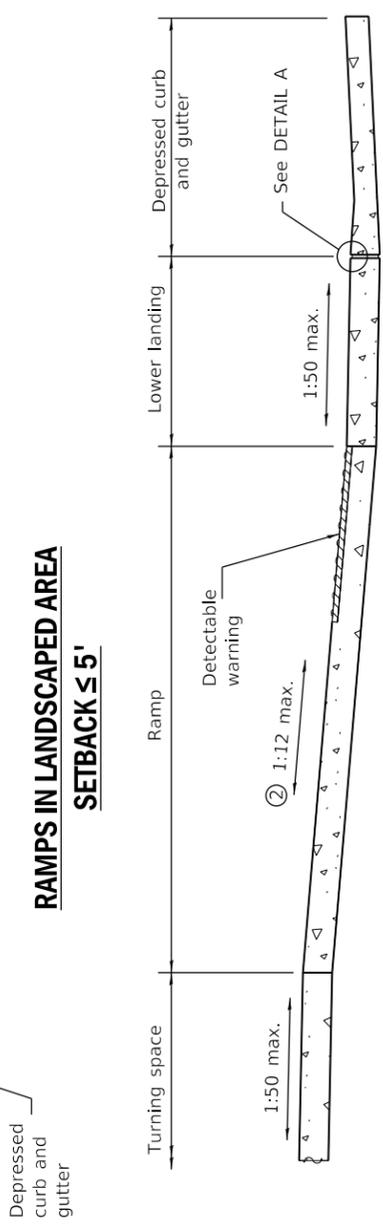
Marcin S. Beh

ISSUED

1-1-12

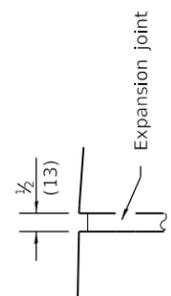


**RAMPS IN LANDSCAPED AREA
SETBACK ≤ 5'**

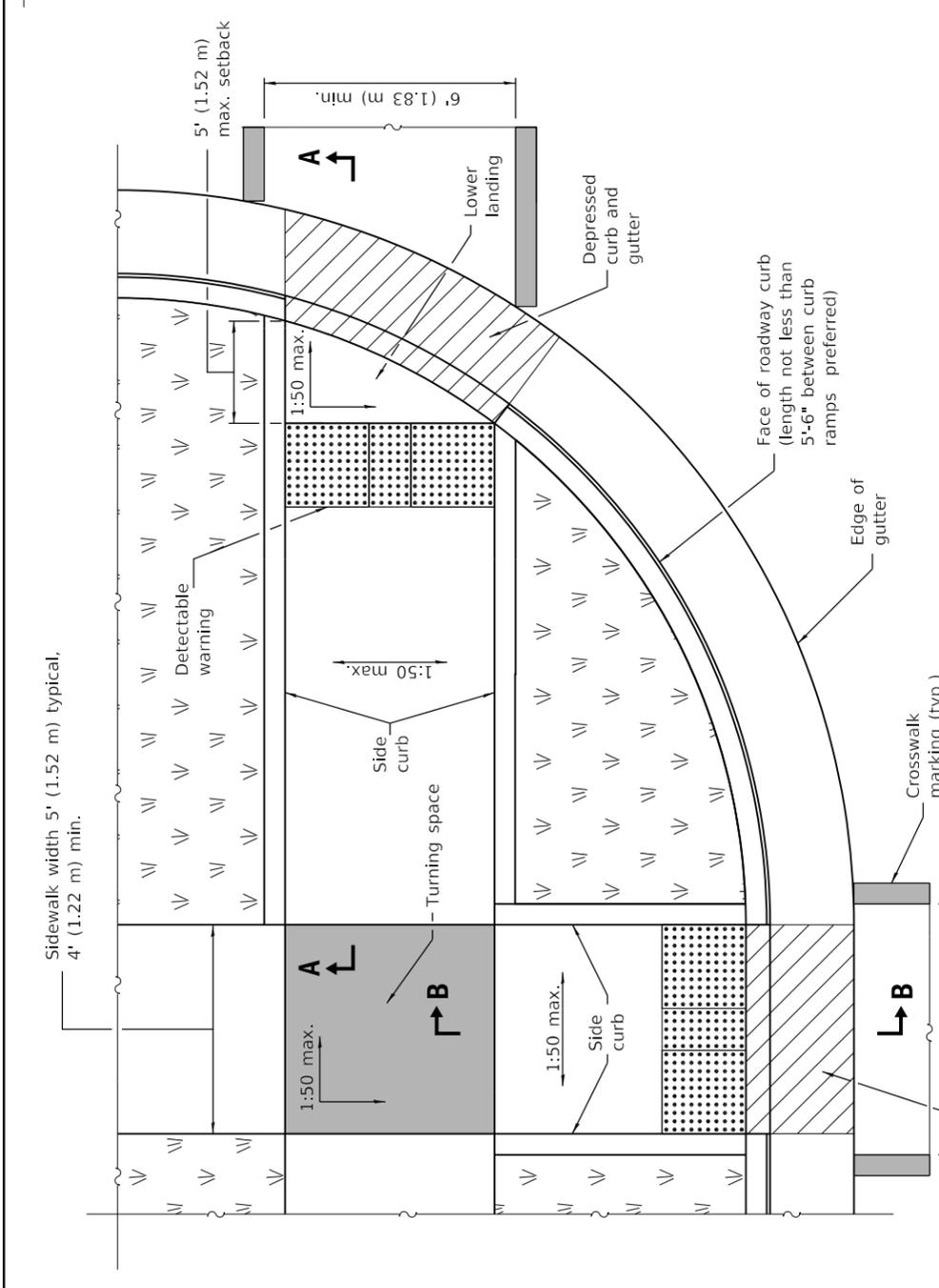


SECTION A-A

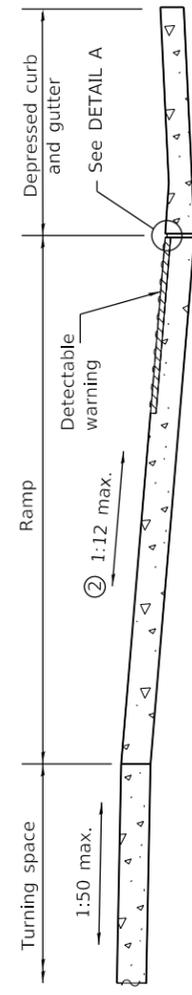
② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



DETAIL A

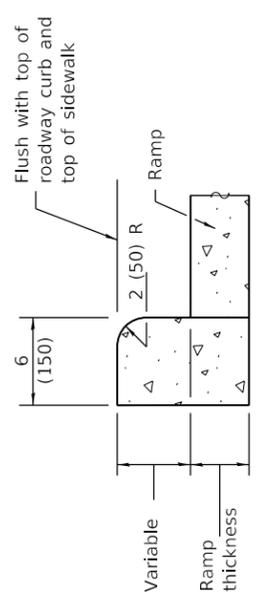


**RAMPS IN PAVED AREA
SETBACK ≤ 5'**



SECTION B-B

② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).



SIDE CURB DETAIL

See Sheet 2 for GENERAL NOTES.

DATE	REVISIONS
1-1-18	Omitted diagonal slope at turning spaces and lower landings.
1-1-17	Added 2' dimension to det. warnings for setbacks greater than 5'.

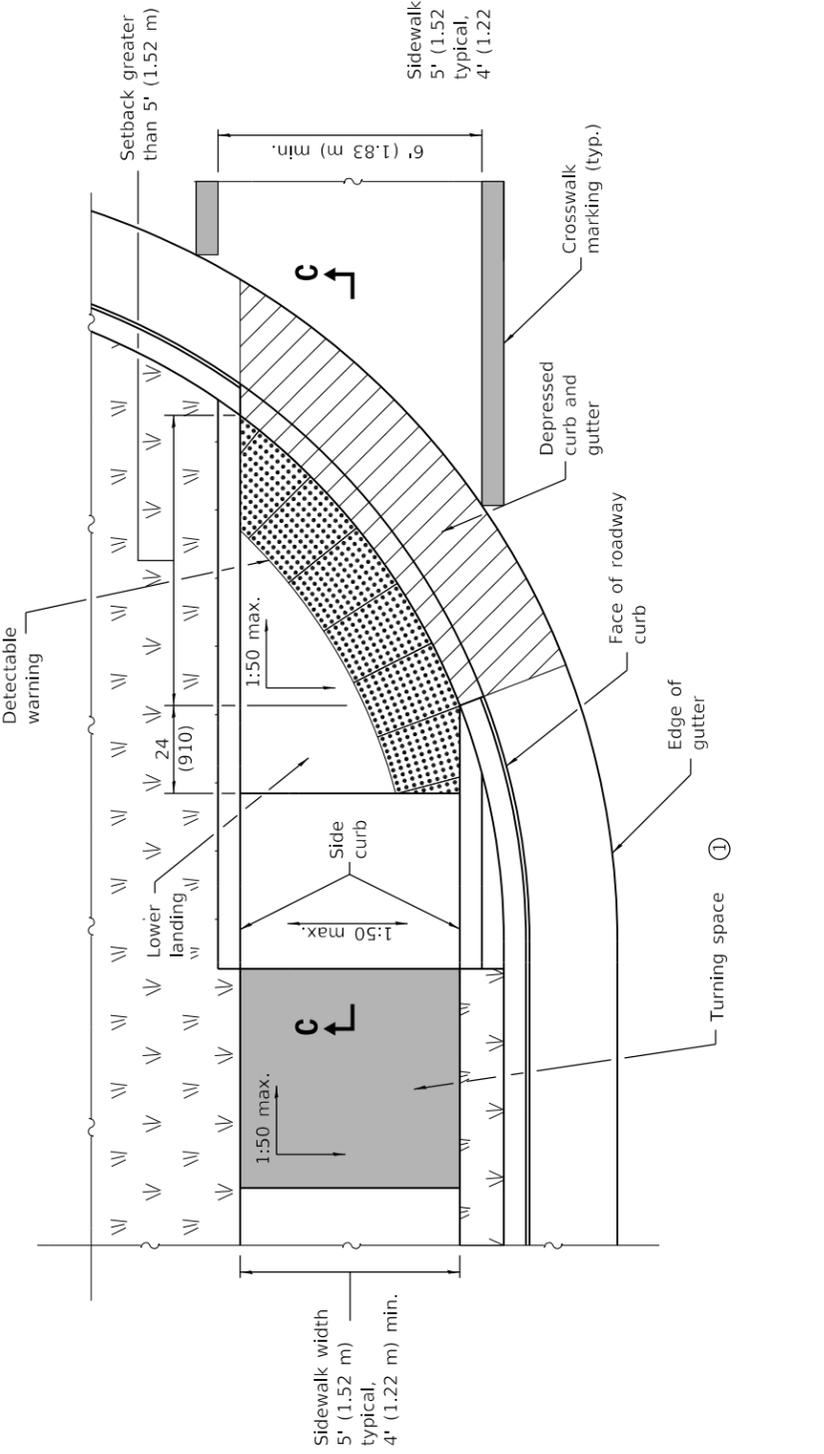
**PERPENDICULAR CURB RAMPS
FOR SIDEWALKS**

(Sheet 1 of 2)

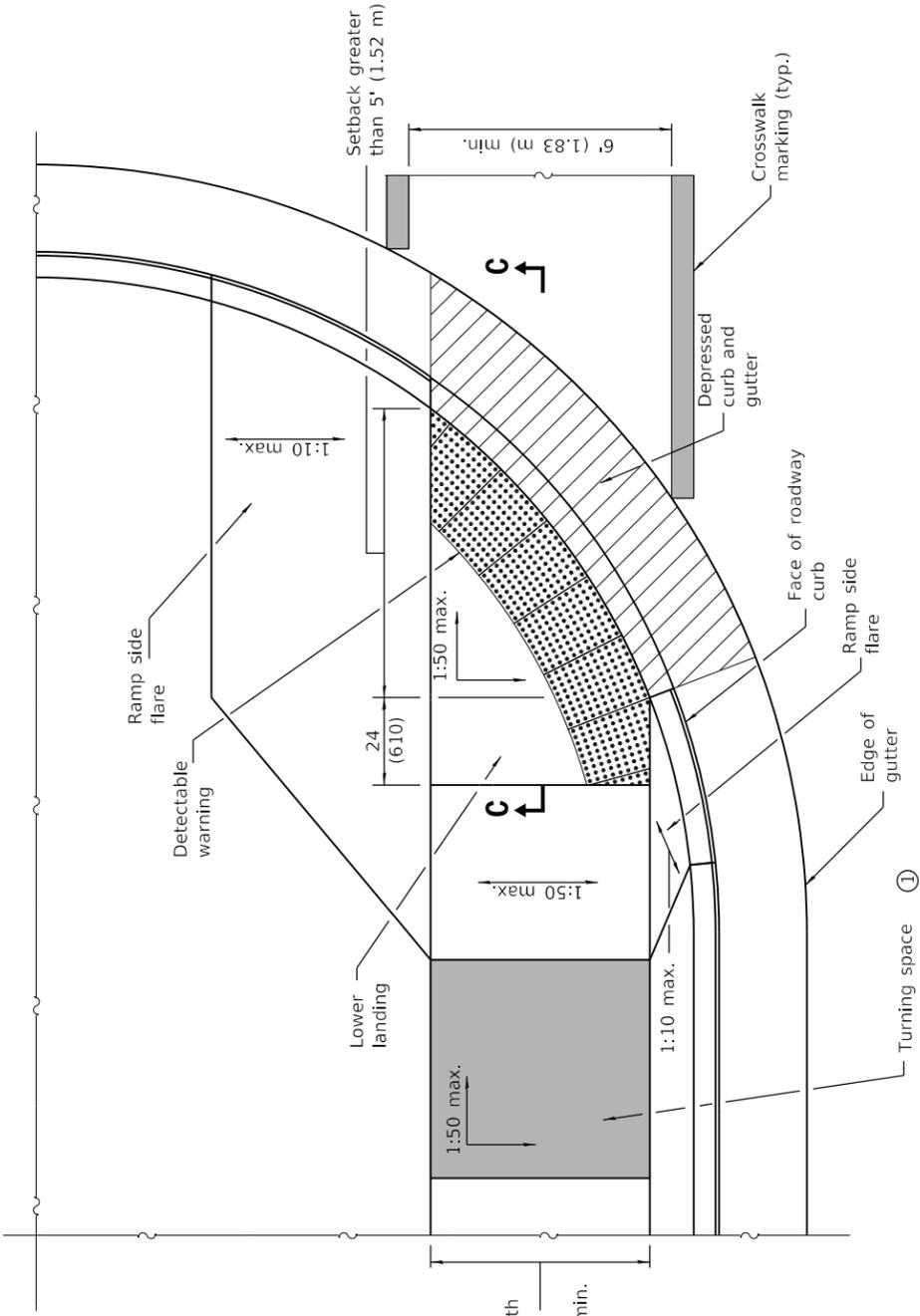
STANDARD 424001-10

Illinois Department of Transportation
 PASSED January 1, 2018
 ENGINEER OF POLICY AND PROCEDURES
 APPROVED January 1, 2018
 ENGINEER OF DESIGN AND ENVIRONMENT

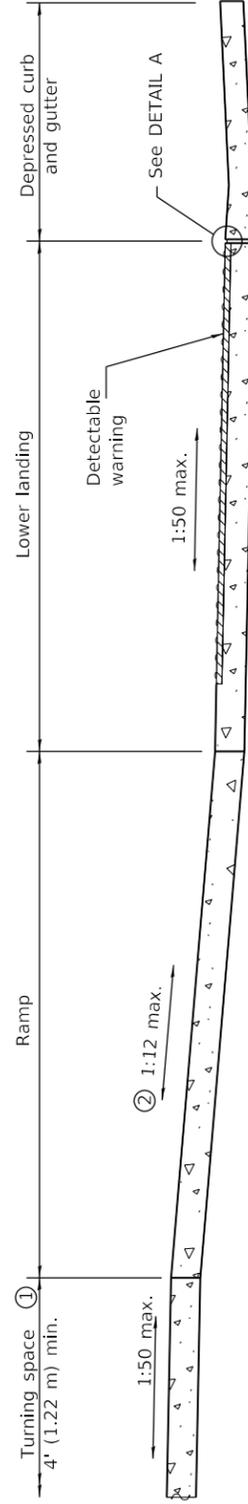
ISSUED 1-1-97



**RAMP IN LANDSCAPED AREA
 SETBACK > 5'**



**RAMP IN PAVED AREA
 SETBACK > 5'**



SECTION C-C

- ① Turning space not required for ramp slopes flatter than 1:20.
- ② The running slope of the curb ramp shall not require the ramp length to exceed 15' (4.5 m).

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where the turning space is constrained on a side opposite a ramp, the minimum length of the turning space in the direction of the ramp-run shall be 5' (1.52 m).

Where 1:50 maximum slope is shown, 1:64 is preferred.

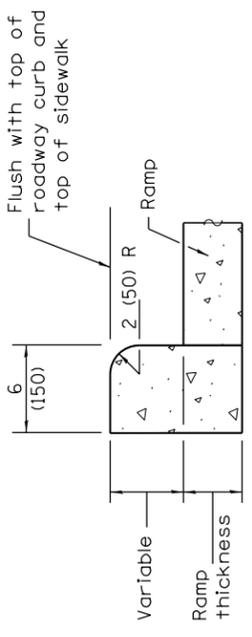
See Standard 606001 for details of depressed curb adjacent to curb ramp.

All dimensions are in inches (millimeters) unless otherwise shown.

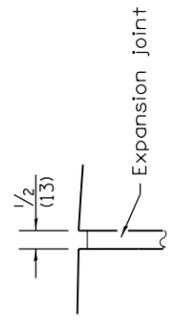
**PERPENDICULAR CURB RAMPS
 FOR SIDEWALKS**

(Sheet 2 of 2)

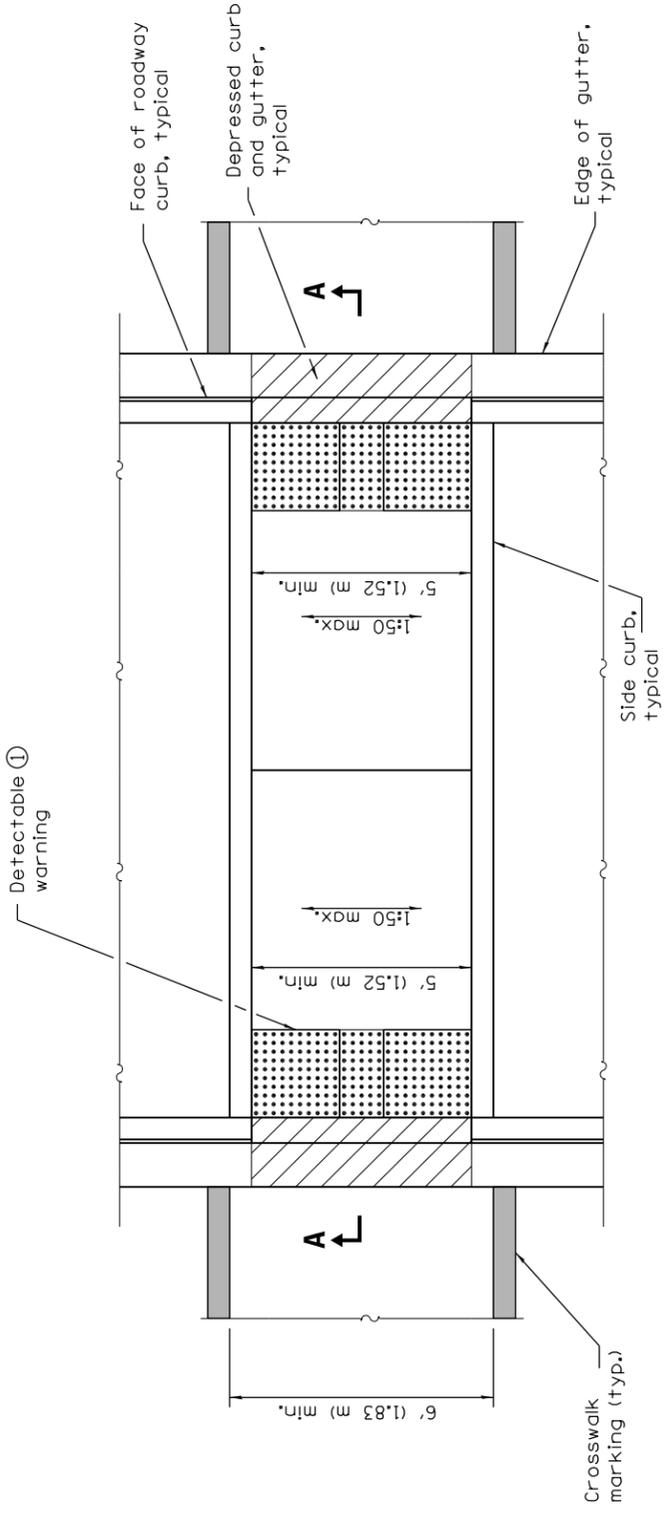
STANDARD 424001-10



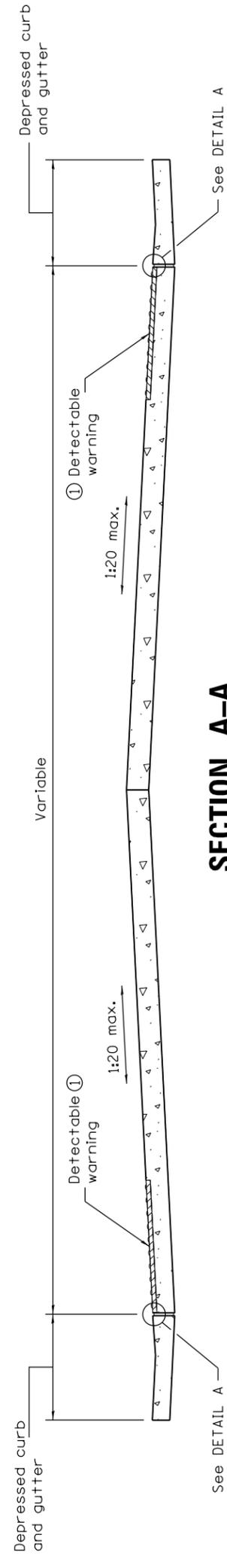
SIDE CURB DETAIL



DETAIL A



MEDIAN PEDESTRIAN CROSSING



SECTION A-A

① Omit detectable warnings when distance between back of curbs is less than 6' (1.83 m).

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).
 Where 1:50 maximum slope is shown, 1:64 is preferred.
 See Standard 606001 for details of depressed curb adjacent to curb ramp.
 All dimensions are in inches (millimeters) unless otherwise shown.

Illinois Department of Transportation

PASSED January 1, 2013
Michael Beavel
 ENGINEER OF POLICY AND PROCEDURES

APPROVED January 1, 2013
[Signature]
 ENGINEER OF DESIGN AND ENVIRONMENT

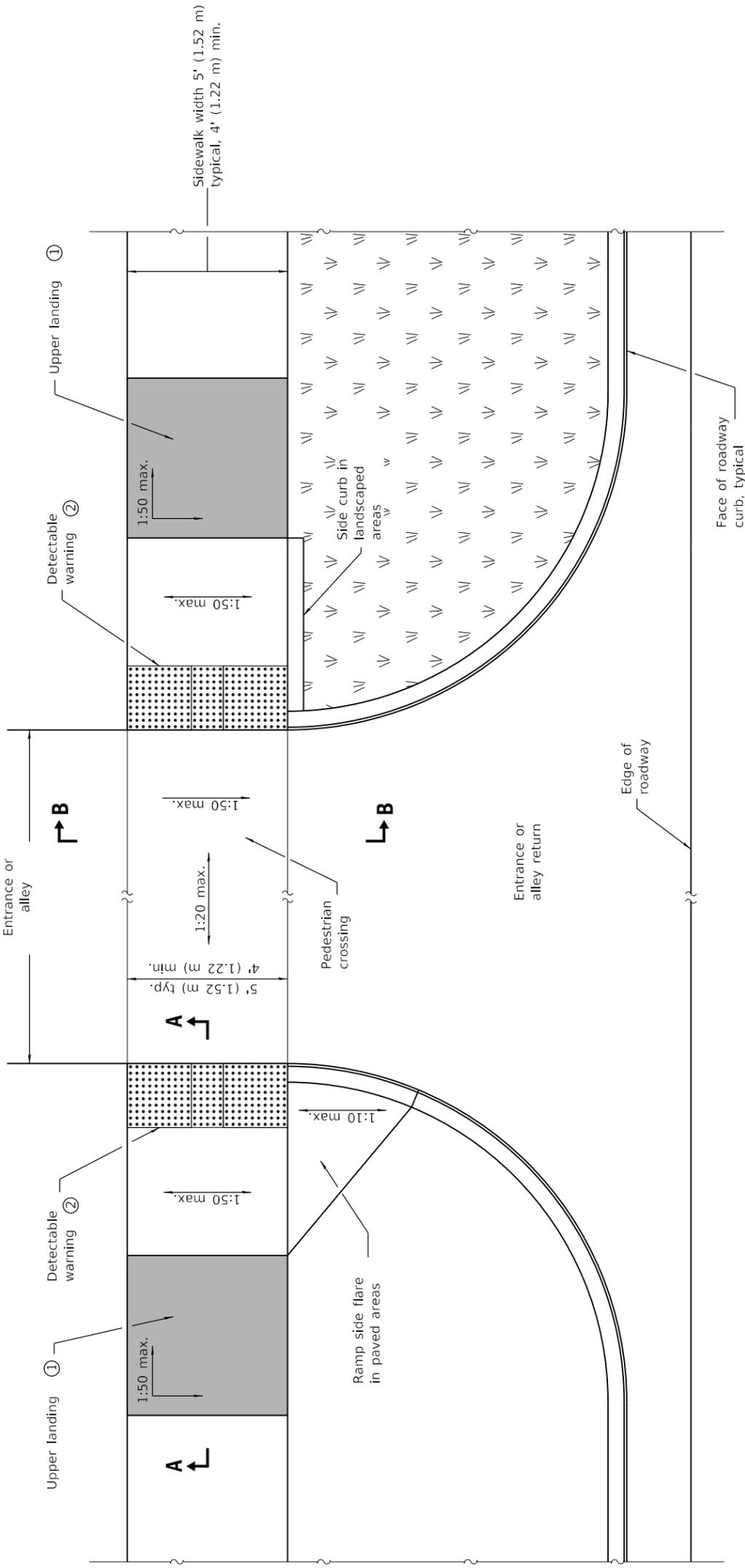
ISSUED 1-1-12

DATE	REVISIONS
1-1-12	Widened crosswalk to 6' (1.83 m) min. inside dimension.
	Revised General Notes.
1-1-12	New standard.

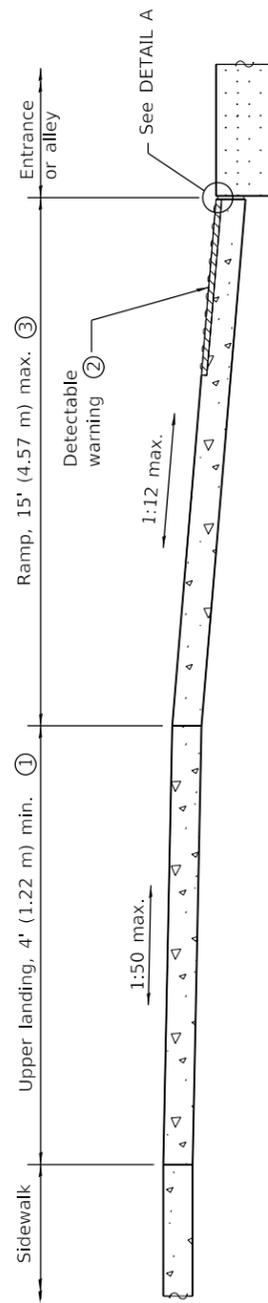
MEDIAN PEDESTRIAN CROSSINGS

STANDARD 424031-01

- ② Detectable warning shall only be installed at entrances/alleys with permanent traffic control devices (i.e. stop signs, signals).
- ③ Where possible, maintain the grade of the sidewalk across the entrance/alley to avoid the need for ramps and upper landings.

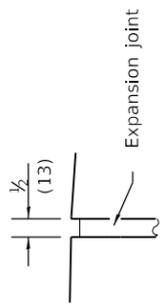


ENTRANCE / ALLEY PEDESTRIAN CROSSING

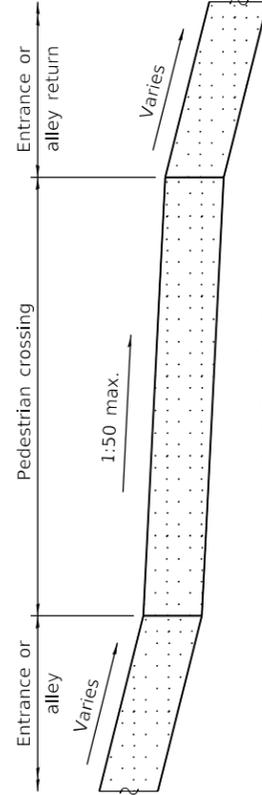


SECTION A-A

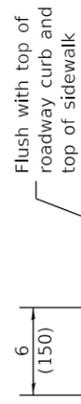
- ① Upper landing not required for ramp slopes flatter than 1:20.



DETAIL A



SECTION B-B



SIDE CURB DETAIL

GENERAL NOTES

All slope ratios are expressed as units of vertical displacement to units of horizontal displacement (V:H).

Where 1:50 maximum slope is shown, 1:64 is preferred.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
1-1-18	Omitted diagonal slope at upper landings.
1-1-13	Revised General Notes.

ENTRANCE / ALLEY PEDESTRIAN CROSSINGS

STANDARD 424026-02

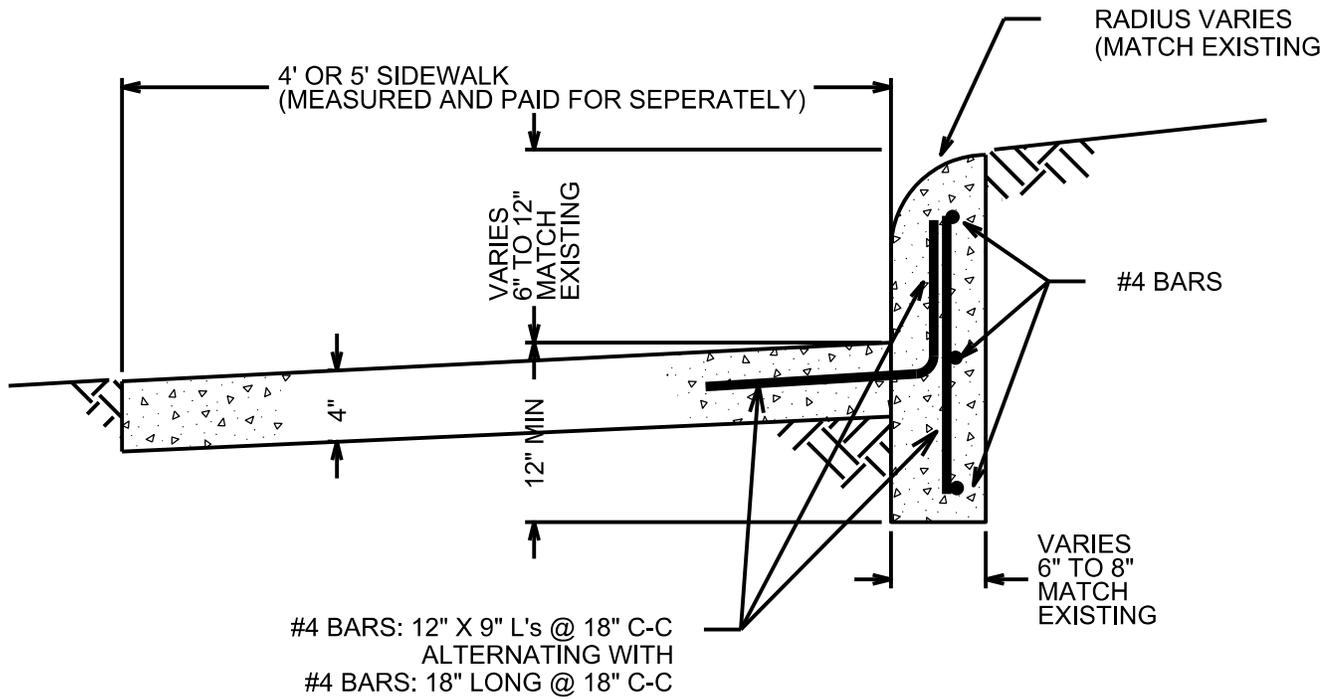
Illinois Department of Transportation

APPROVED January 1, 2018

Michael Beard
ENGINEER OF POLICY AND PROCEDURES

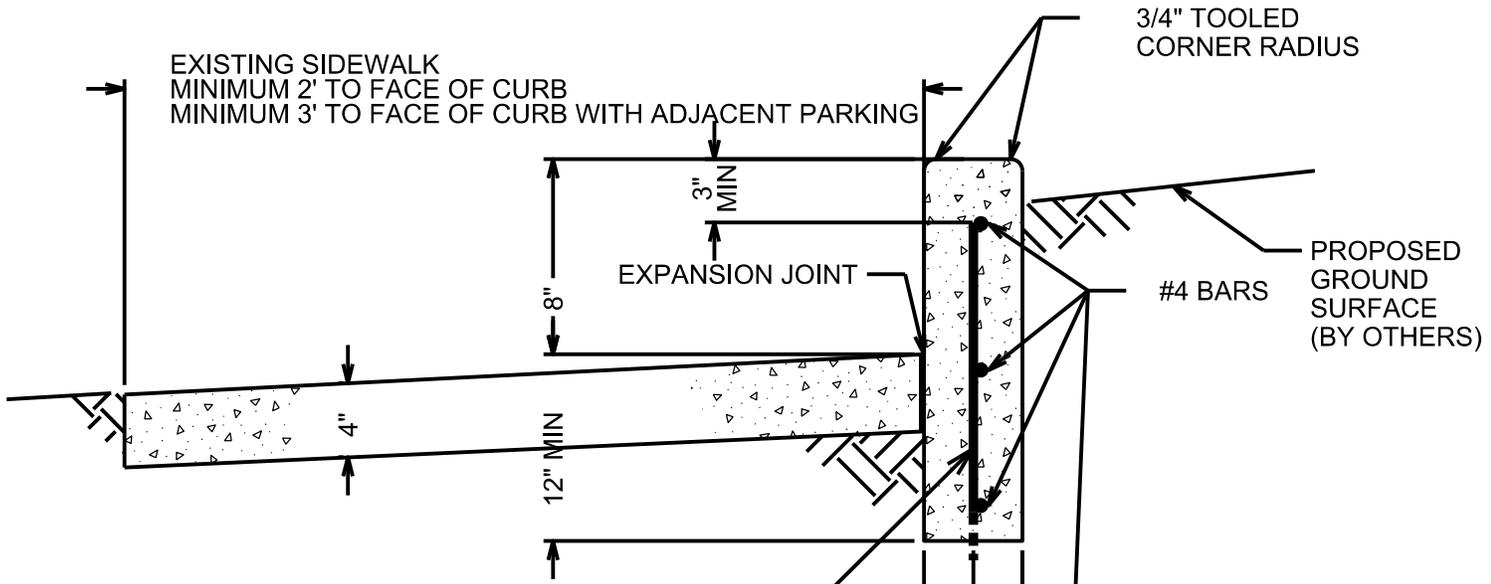
APPROVED January 1, 2018
Maurice M. Beck
ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-12

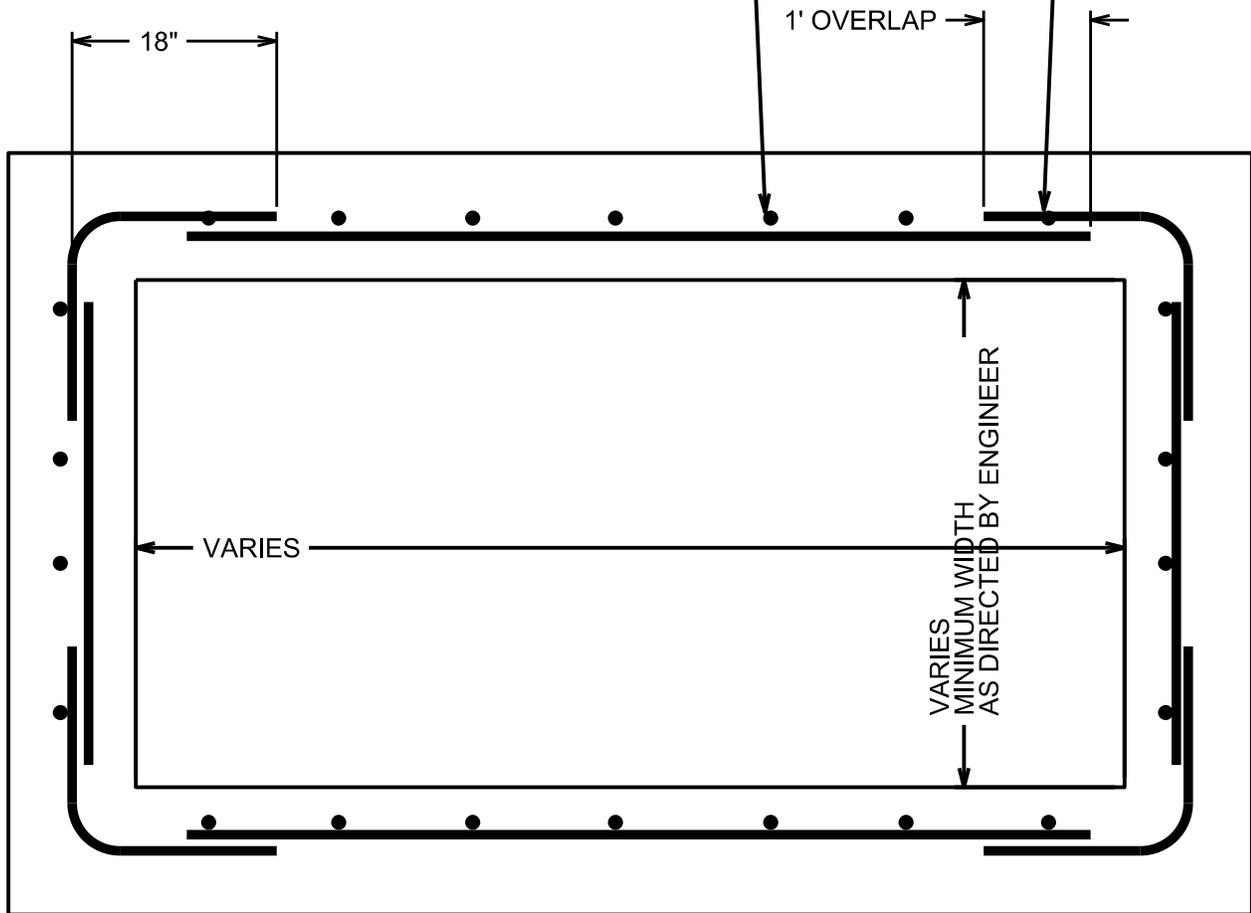


Retaining Wall (Special)

NO SCALE



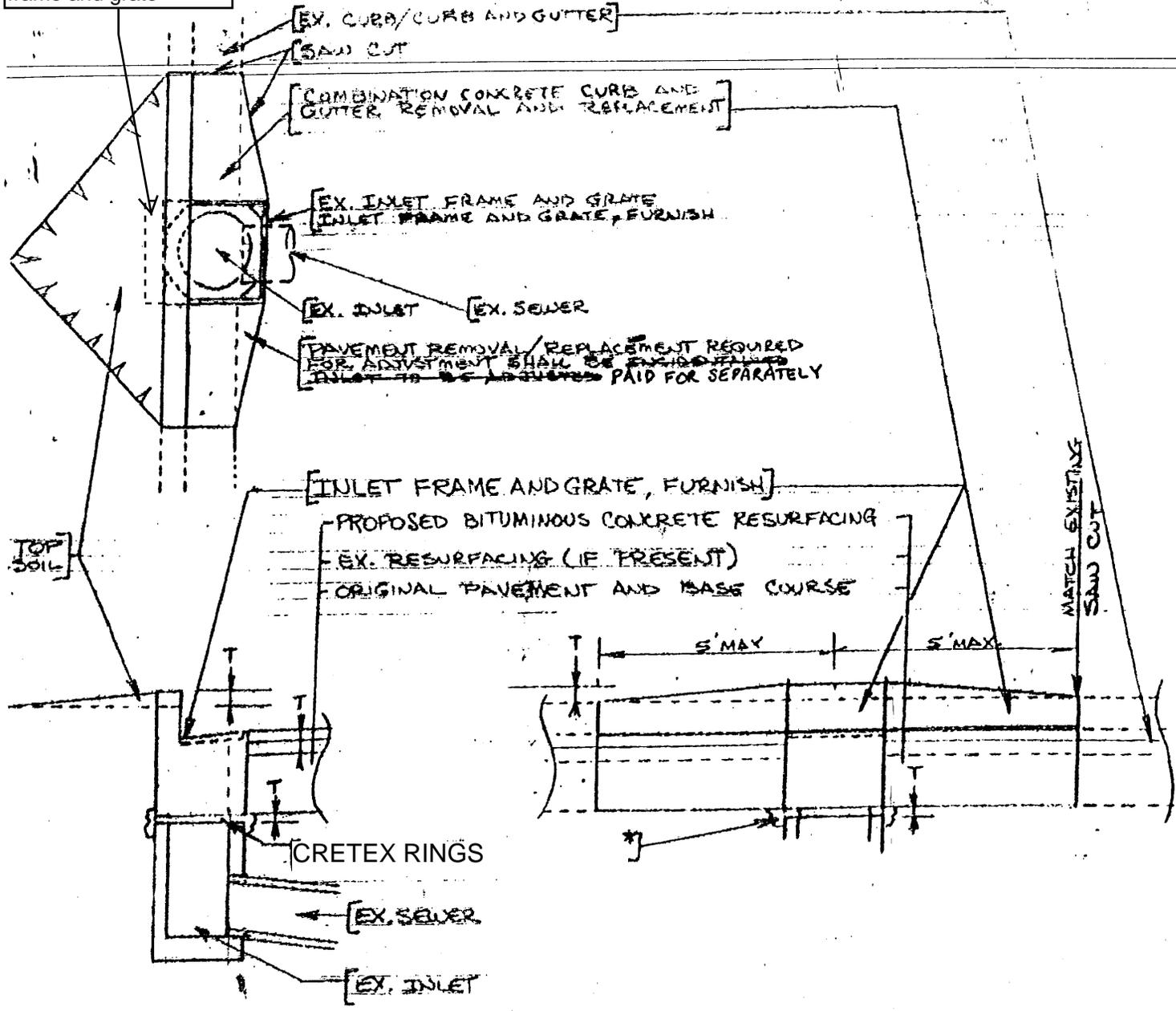
#4 BARS: 18" LONG @ 18" C-C
PROFILE VIEW - NO SCALE



PLAN VIEW - NO SCALE

PLANTER RETAINING WALL (SPECIAL)

Place concrete behind frame and grate

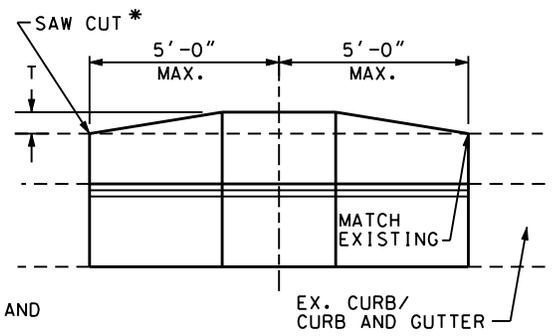
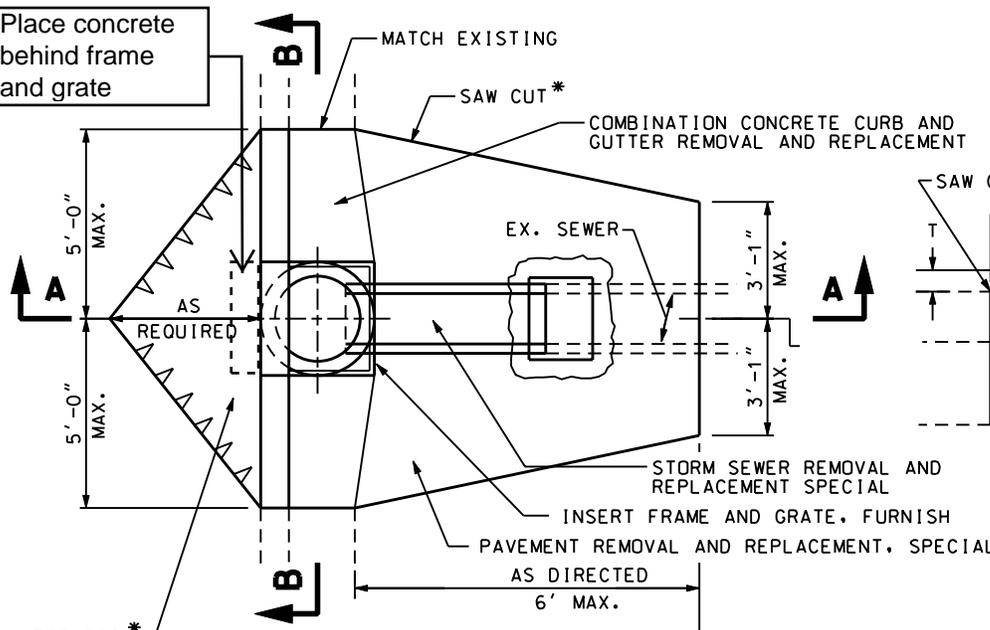


INLET TO BE ADJUSTED

Place concrete behind frame and grate

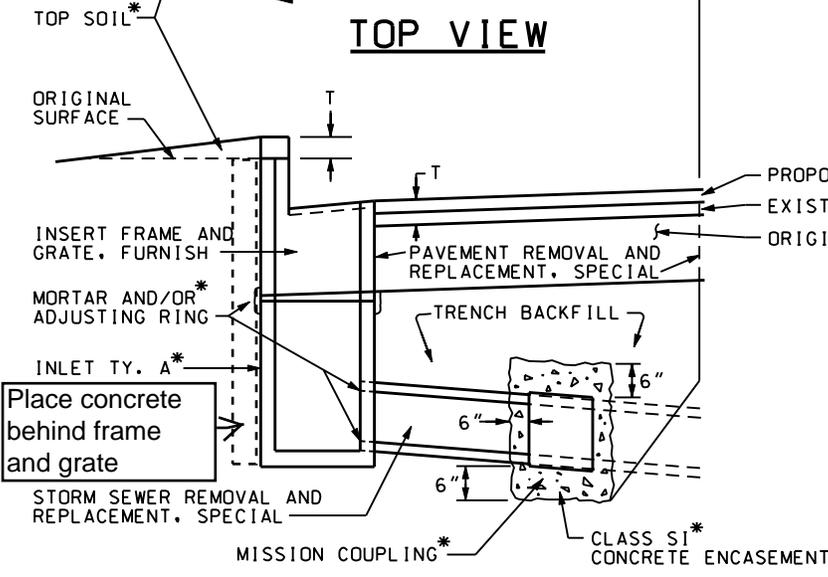
LEGEND

* INCIDENTAL REMOVE
 (R) REMOVE



SECTION B-B

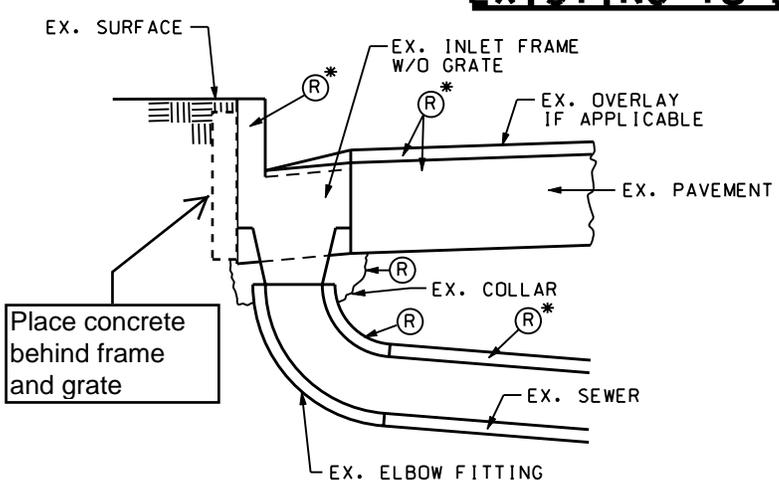
TOP VIEW



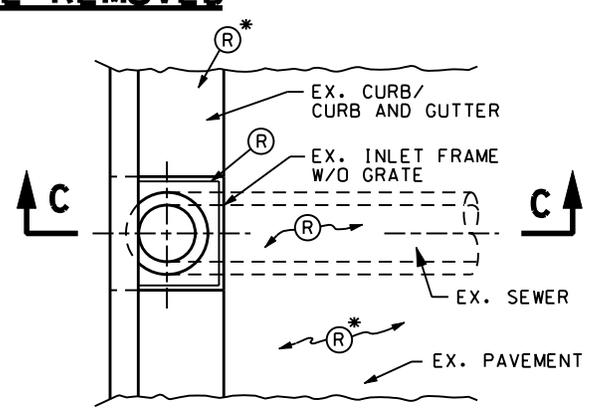
SECTION A-A

PROPOSED BITUMINOUS CONCRETE RESURFACING
 EXISTING RESURFACING (IF PRESENT)
 ORIGINAL PAVEMENT AND BASE COURSE

EXISTING TO BE REMOVED

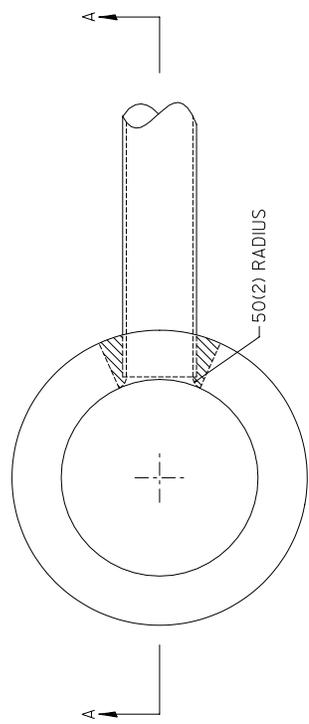


SECTION C-C

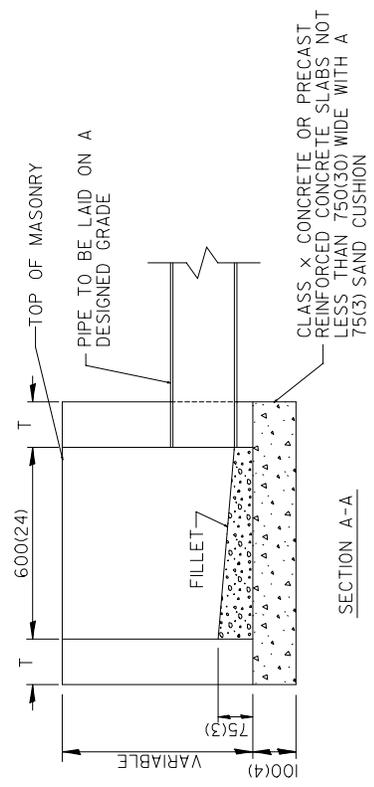


TOP VIEW

INLET TO BE RECONSTRUCTED



PLAN



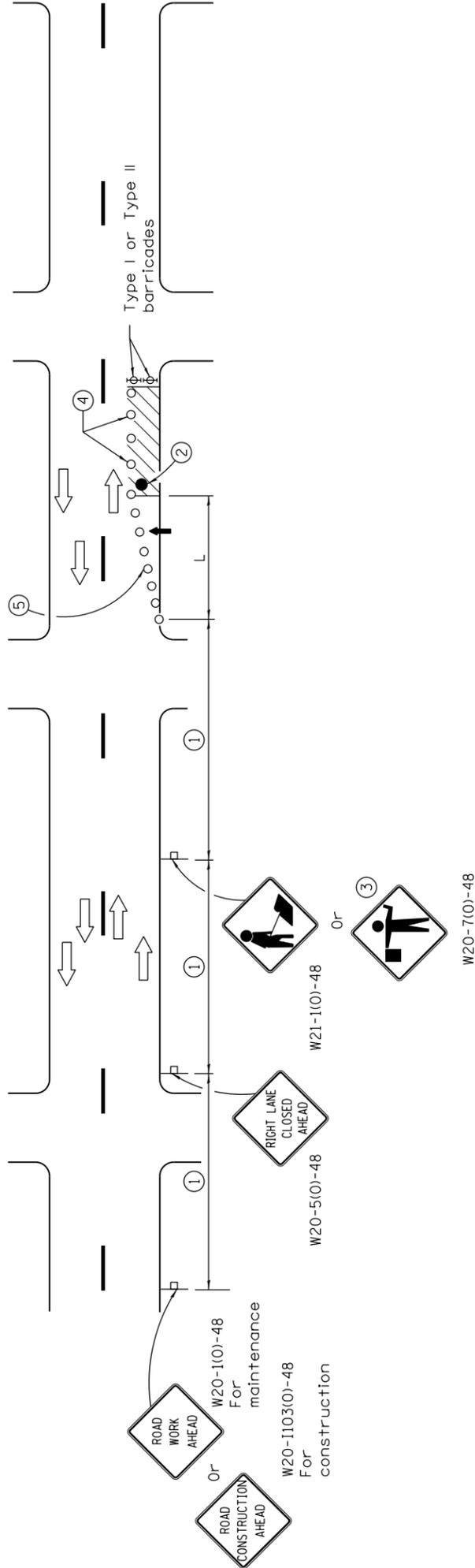
SECTION A-A

STANDARD DESIGN FOR INLET - TYPE "A"

MATERIALS PERMITTED FOR INLETS	T
PRECAST REINFORCED CONCRETE SECTIONS	75(3)
CAST-IN-PLACE CONCRETE	150(6)

BRICKS AND MORTAR SHALL BE USED
ONLY FOR ADJUSTMENTS

All dimensions are in millimeters (inches)
unless otherwise shown.



SIGN SPACING	
Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

SYMBOLS

- ➔ Arrow board
- Cone, drum or barricade
- ⊥ Sign on portable or permanent support
- ▨ Work area
- ⊕ Barricade or drum with flashing light
- Flagler with traffic control sign.

GENERAL NOTES

This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of one traffic lane in an Urban area.

Calculate L as follows:

SPEED LIMIT	FORMULAS	
	English	Metric
40 mph (70 km/h) or less:	$L = \frac{WS^2}{60}$	$L = \frac{WS^2}{150}$
45 mph (80 km/h) or greater:	$L = (W)(S)$	$L = 0.65(W)(S)$

W = Width of offset in feet (meters).

S = Normal posted speed mph (km/h).

All dimensions are in inches (millimeters) unless otherwise shown.

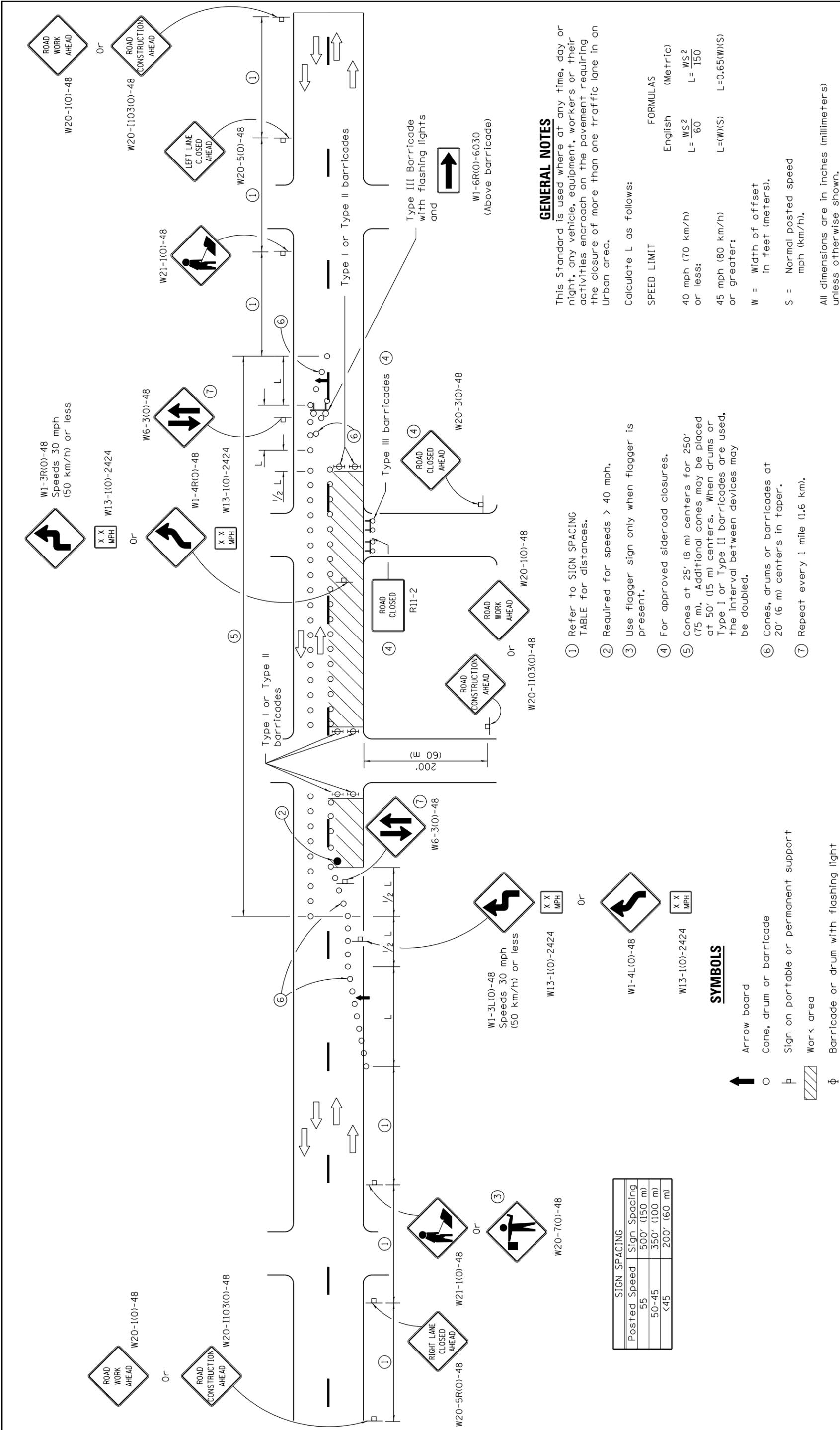
- ① Refer to SIGN SPACING TABLE for distances.
- ② Required for speeds > 40 mph.
- ③ Use flagger sign only when flagger is present.
- ④ Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- ⑤ Cones, drums or barricades at 20' (6 m) centers in taper.

DATE	REVISIONS
1-1-15	Renamed standard. Moved case on Sheet 2 to new Highway Standard.
1-1-14	Revised workers sign number to agree with current MUTCD.

URBAN SINGLE LANE CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIUM

STANDARD 701606-10

Illinois Department of Transportation APPROVED January 1, 2015 ENGINEER OF SAFETY ENGINEERING APPROVED January 1, 2015 ENGINEER OF DESIGN AND ENVIRONMENT	ISSUED 1-1-97
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DATE	REVISIONS
4-1-16	Moved first reverse curve/turn sign to middle of tangent.
1-1-15	New Standard.

DATE	REVISIONS
4-1-16	Moved first reverse curve/turn sign to middle of tangent.
1-1-15	New Standard.

Illinois Department of Transportation
 APPROVED April 1, 2016
 ENGINEER OF SAFETY ENGINEERING
 APPROVED April 1, 2016
 ENGINEER OF DESIGN AND ENVIRONMENT

URBAN HALF ROAD CLOSURE, MULTILANE, 2W WITH MOUNTABLE MEDIAN

STANDARD 701611-01

GENERAL NOTES
 This Standard is used where at any time, day or night, any vehicle, equipment, workers or their activities encroach on the pavement requiring the closure of more than one traffic lane in an Urban area.

Calculate L as follows:
SPEED LIMIT
 English (Metric)
 40 mph (70 km/h) $L = \frac{WS^2}{60}$ $L = \frac{WS^2}{150}$
 or less:
 45 mph (80 km/h) $L = (W)(S)$ $L = 0.65(W)(S)$
 or greater:
 W = Width of offset in feet (meters).
 S = Normal posted speed mph (km/h).

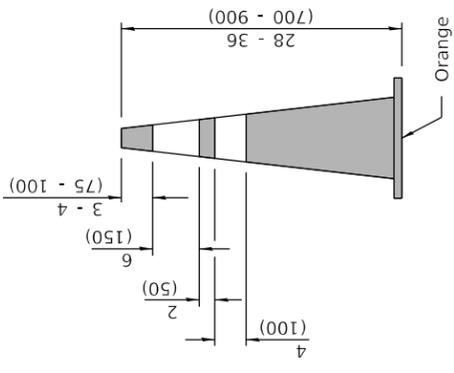
- Refer to SIGN SPACING TABLE for distances.
- Required for speeds > 40 mph.
- Use flagger sign only when flagger is present.
- For approved sideroad closures.
- Cones at 25' (8 m) centers for 250' (75 m). Additional cones may be placed at 50' (15 m) centers. When drums or Type I or Type II barricades are used, the interval between devices may be doubled.
- Cones, drums or barricades at 20' (6 m) centers in taper.
- Repeat every 1 mile (1.6 km).

Posted Speed	Sign Spacing
55	500' (150 m)
50-45	350' (100 m)
<45	200' (60 m)

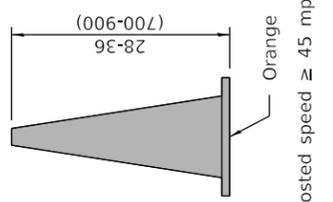
SYMBOLS

- ↑ Arrow board
- Cone, drum or barricade
- ▬ Sign on portable or permanent support
- ▨ Work area
- ⊕ Barricade or drum with flashing light
- ⊙ Type III barricade with flashing lights
- Flagger with traffic control sign.

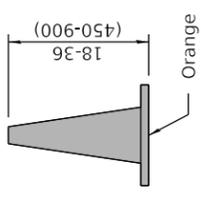
All dimensions are in inches (millimeters) unless otherwise shown.



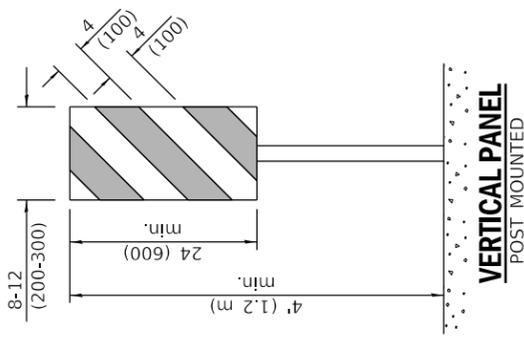
REFLECTORIZED CONE FOR NIGHTTIME



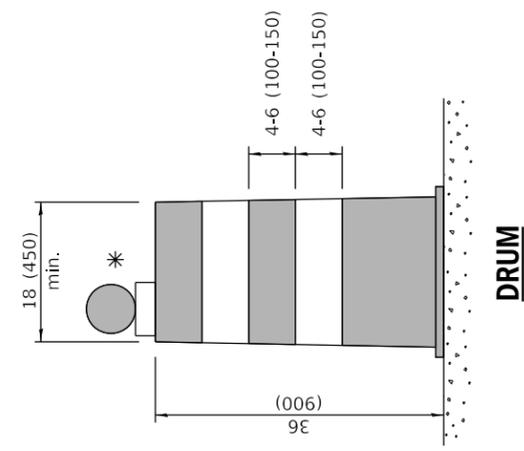
CONE FOR DAYTIME
Posted speed \geq 45 mph



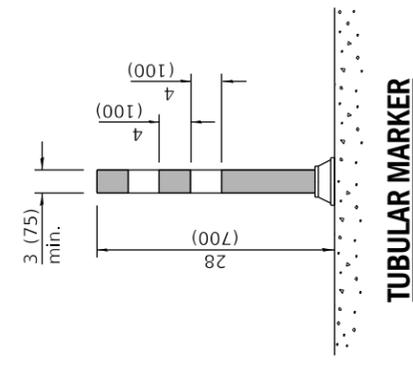
Posted speed $<$ 45 mph



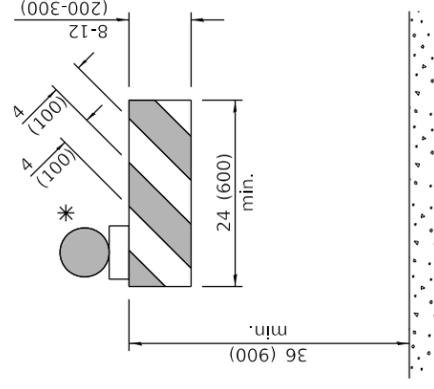
VERTICAL PANEL POST MOUNTED



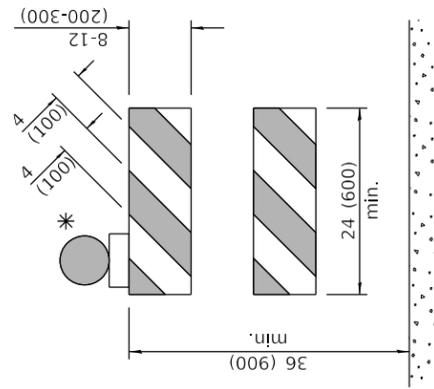
DRUM



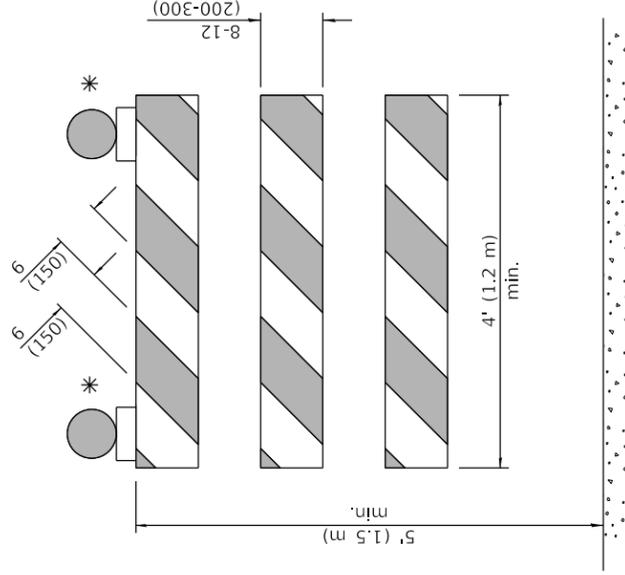
TUBULAR MARKER



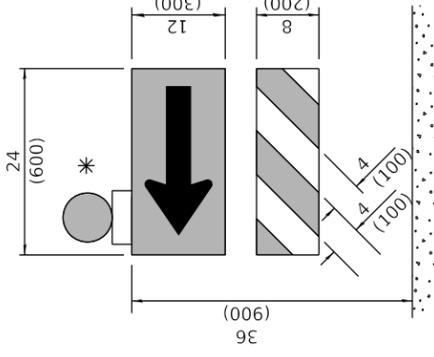
TYPE I BARRICADE



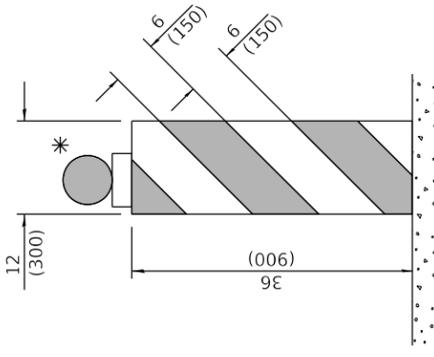
TYPE II BARRICADE



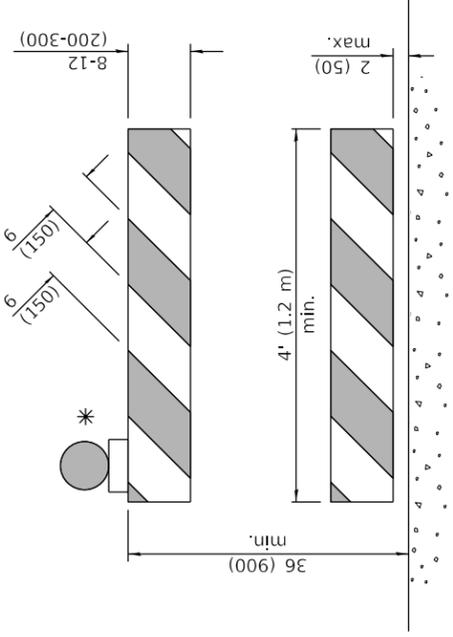
TYPE III BARRICADE



DIRECTION INDICATOR BARRICADE



VERTICAL BARRICADE



DETECTABLE PEDESTRIAN CHANNELIZING BARRICADE

* Warning lights (if required)

GENERAL NOTES
All heights shown shall be measured above the pavement surface.

All dimensions are in inches (millimeters) unless otherwise shown.

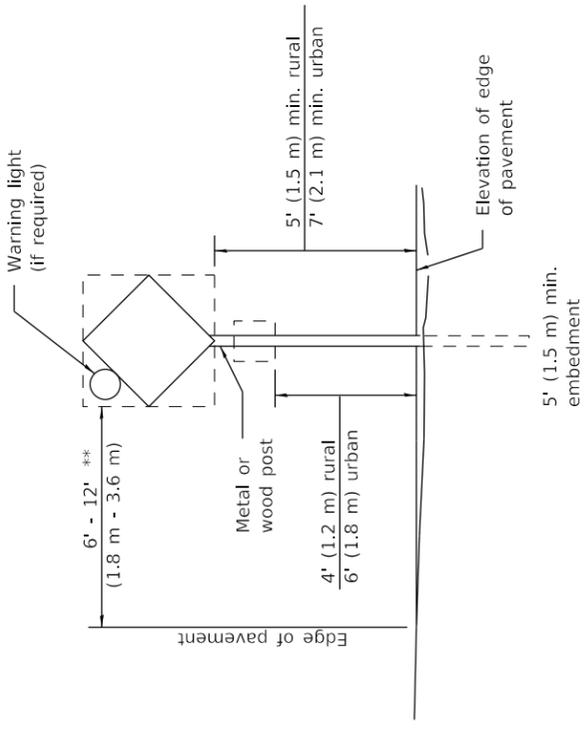
DATE	REVISIONS
1-1-18	Revised END WORK ZONE
	SPEED LIMIT sign from orange to white background.
1-1-17	Changed FLEXIBLE DELINEATOR to TUBULAR MARKER.

TRAFFIC CONTROL DEVICES

(Sheet 1 of 3)

STANDARD 701901-07

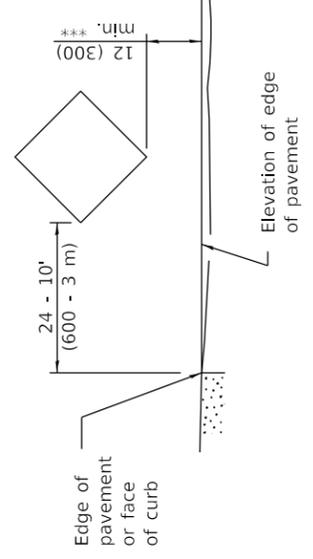
Illinois Department of Transportation
 PASSED January 1, 2018
 APPROVED January 1, 2018
 ISSUED 1-1-97



POST MOUNTED SIGNS

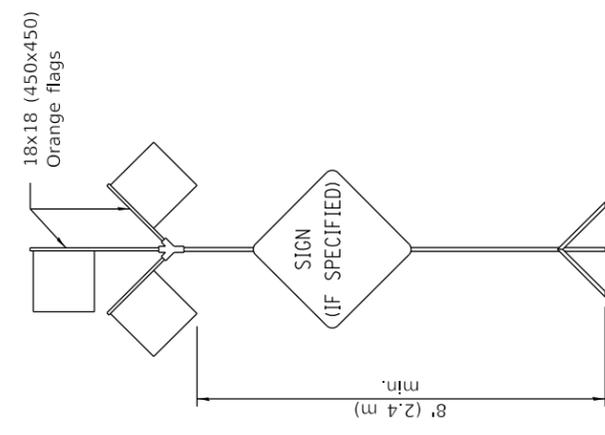
** When curb or paved shoulder are present this dimension shall be 24 (600) to the face of curb or 6' (1.8 m) to the outside edge of the paved shoulder.

5' (1.5 m) min. embedment



SIGNS ON TEMPORARY SUPPORTS

*** When work operations exceed four days, this dimension shall be 5' (1.5 m) min. If located behind other devices, the height shall be sufficient to be seen completely above the devices.



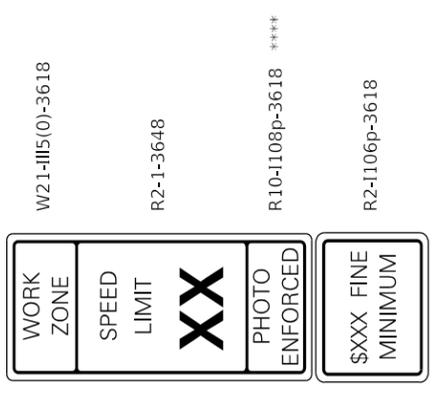
HIGH LEVEL WARNING DEVICE

ROAD CONSTRUCTION NEXT X MILES
G20-1104(0)-6036

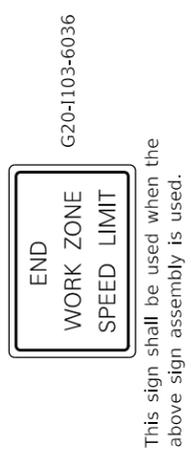
END CONSTRUCTION
G20-1105(0)-6024

This signing is required for all projects 2 miles (3200 m) or more in length.
ROAD CONSTRUCTION NEXT X MILES sign shall be placed 500' (150 m) in advance of project limits.
END CONSTRUCTION sign shall be erected at the end of the job unless another job is within 2 miles (3200 m).
Dual sign displays shall be utilized on multi-lane highways.

WORK LIMIT SIGNING



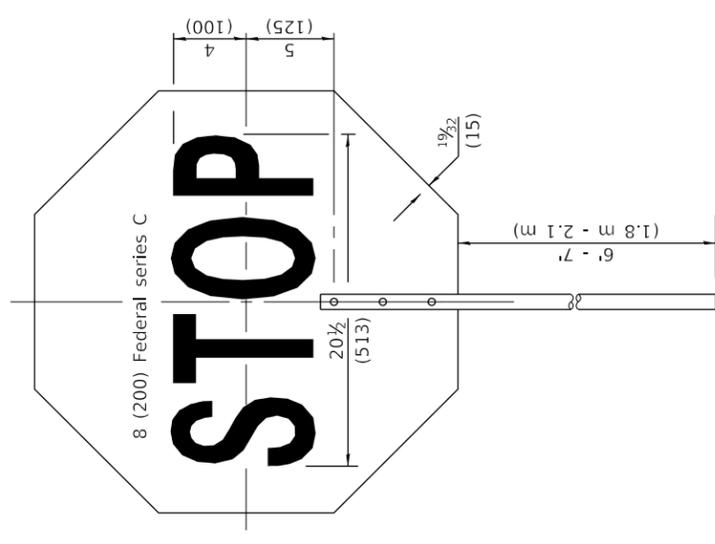
Sign assembly as shown on Standards or as allowed by District Operations.



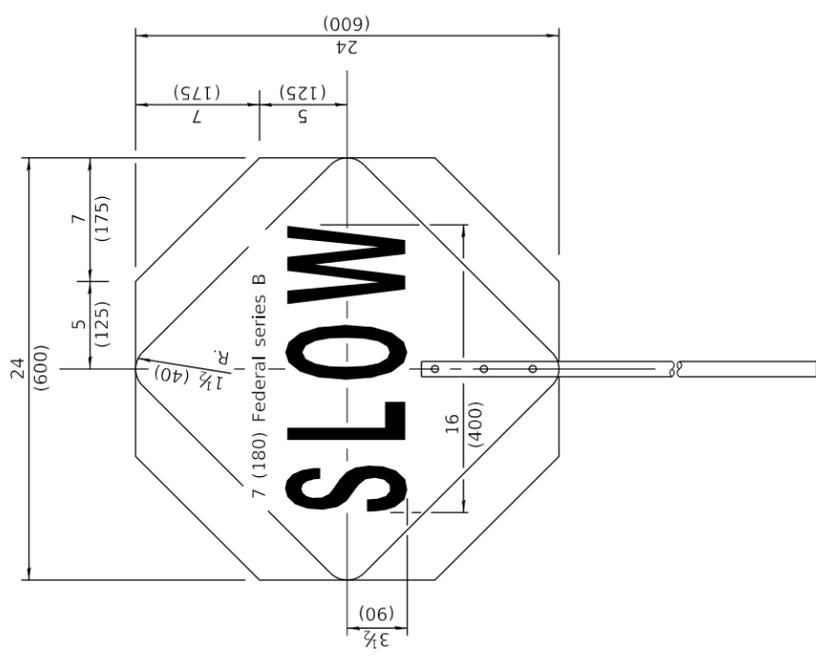
This sign shall be used when the above sign assembly is used.

HIGHWAY CONSTRUCTION SPEED ZONE SIGNS

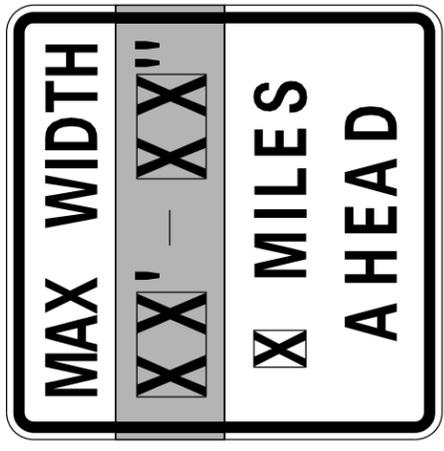
**** R10-1108p shall only be used along roadways under the jurisdiction of the State.



FRONT SIDE



REVERSE SIDE



W12-1103-4848

WIDTH RESTRICTION SIGN

XX'-XX" width and X miles are variable.

Illinois Department of Transportation

PASSED January 1, 2018
Amy Allen
 ENGINEER OF OPERATIONS

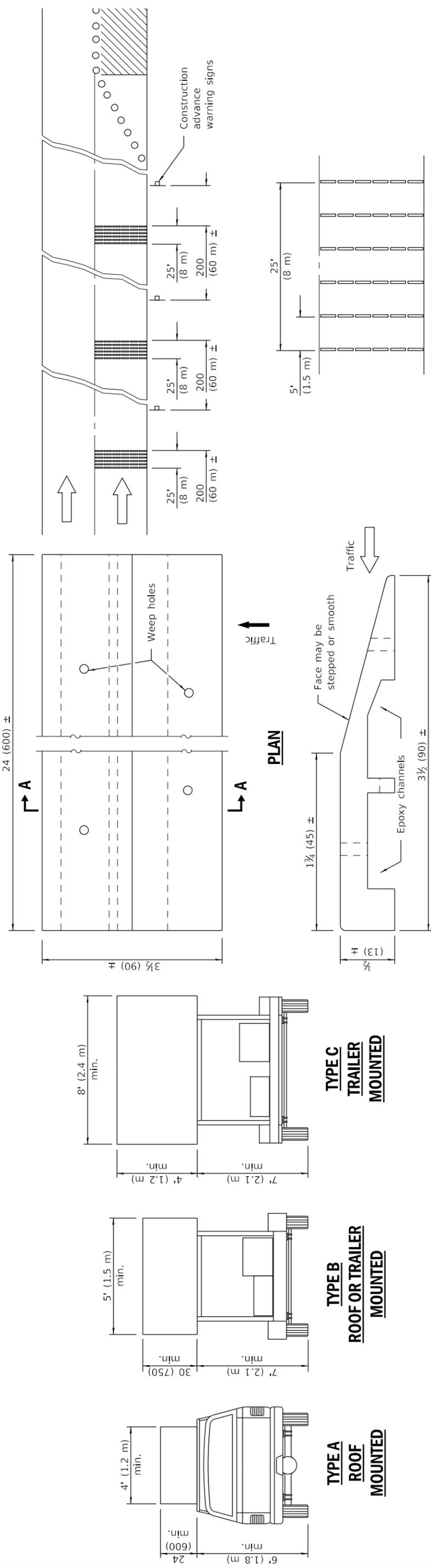
APPROVED January 1, 2018
Marcus M. Beh
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

FLAGGER TRAFFIC CONTROL SIGN

TRAFFIC CONTROL DEVICES

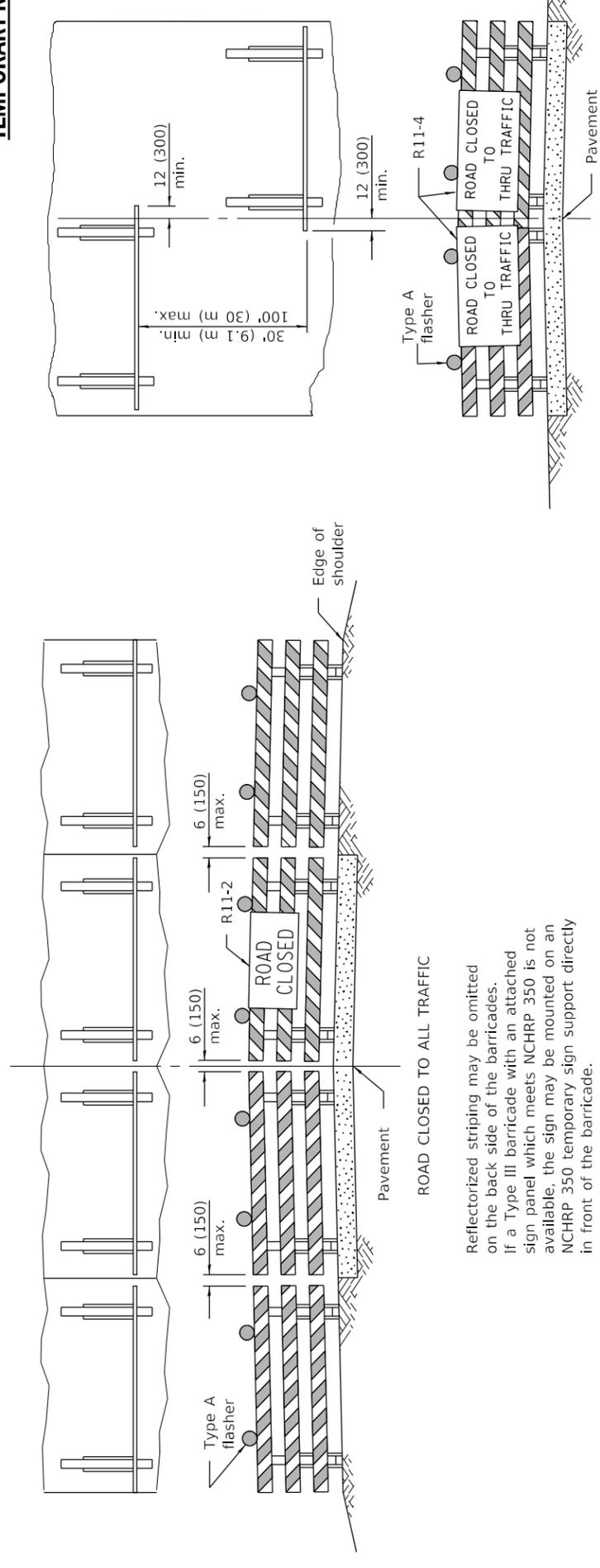
STANDARD 701901-07
(Sheet 2 of 3)



TYPICAL INSTALLATION

TEMPORARY RUMBLE STRIPS

SECTION A-A



TYPICAL APPLICATIONS OF TYPE III BARRICADES CLOSING A ROAD

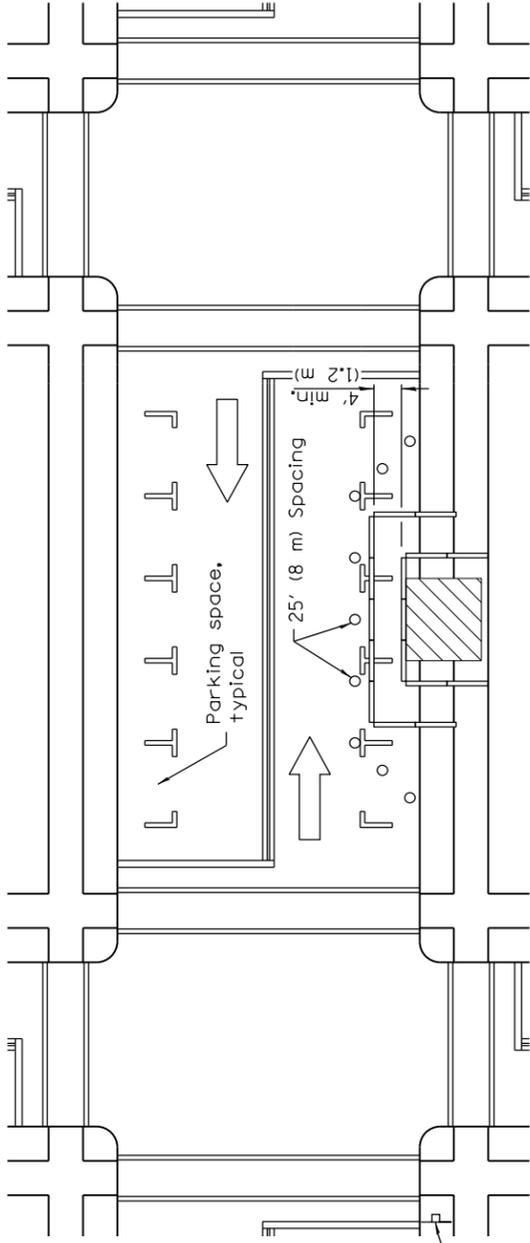
ROAD CLOSED TO THRU TRAFFIC

ReflectORIZED striping shall appear on both sides of the barricades. If a Type III barricade with an attached sign panel which meets NCHRP 350 is not available, the signs may be mounted on NCHRP 350 temporary sign supports directly in front of the barricade.

Illinois Department of Transportation
 PASSED January 1, 2018
 ENGINEER OF OPERATIONS
 APPROVED January 1, 2018
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

① Omit whenever duplicated by road work traffic control.

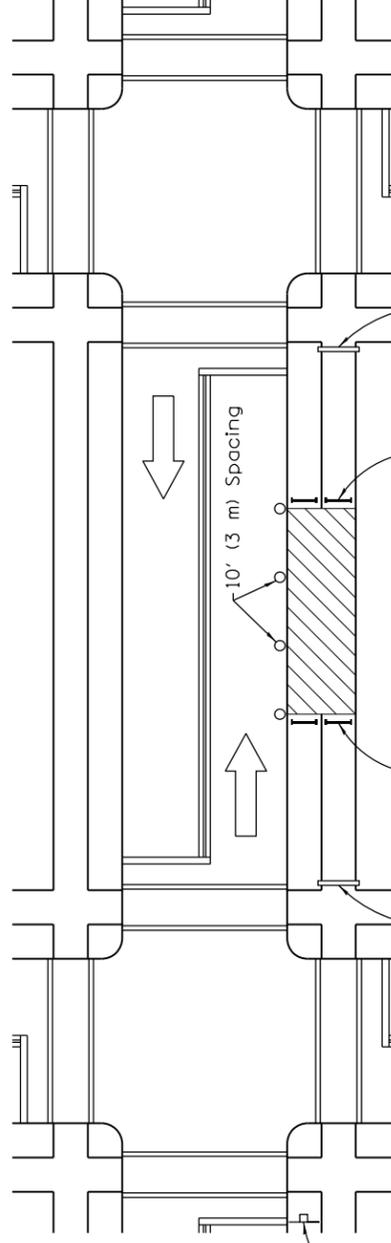


① ROAD CONSTRUCTION AHEAD
W20-1103(0)-48 for contract construction projects

Or

① ROAD WORK AHEAD
W20-1(0)-48 for maintenance and utility projects

SIDEWALK DIVERSION



① ROAD CONSTRUCTION AHEAD
W20-1103(0)-48 for contract construction projects

Or

① ROAD WORK AHEAD
W20-1(0)-48 for maintenance and utility projects

SIDEWALK CLOSURE

SYMBOLS

- Work area
- Sign on portable or permanent support
- Barricade or drum
- Cone, drum or barricade
- Type III barricade
- Detectable pedestrian channelizing barricade

GENERAL NOTES

This Standard is used where, at any time, pedestrian traffic must be rerouted due to work being performed.

This Standard must be used in conjunction with other Traffic Control & Protection Standards when roadway traffic is affected.

Temporary facilities shall be detectable and accessible.

The temporary pedestrian facilities shall be provided on the same side of the closed facilities whenever possible.

The SIDEWALK CLOSED / USE OTHER SIDE sign shall be placed at the nearest crosswalk or intersection to each end of the closure. Where the closure occurs at a corner, the signs shall be erected on the corners across the street from the closure. The SIDEWALK CLOSED signs shall be used at the ends of the actual closures.

Type III barricades and R11-2-4830 signs shall be positioned as shown in "ROAD CLOSED TO ALL TRAFFIC" detail on Standard 701901.

All dimensions are in inches (millimeters) unless otherwise shown.

DATE	REVISIONS
4-1-16	Omitted orange safety fence from standard as this is covered in the std. spec.
1-1-12	Added SIDEWALK DIVERSION. Modified appearance of plan views. Renamed Std.

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 1 of 2)

STANDARD 701801-06

Illinois Department of Transportation

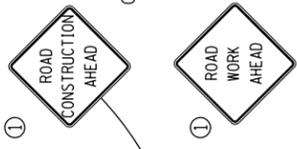
APPROVED April 1, 2016
 ENGINEER OF SAFETY ENGINEERING
 APPROVED April 1, 2016
 ENGINEER OF DESIGN AND ENVIRONMENT

ISSUED 1-1-97

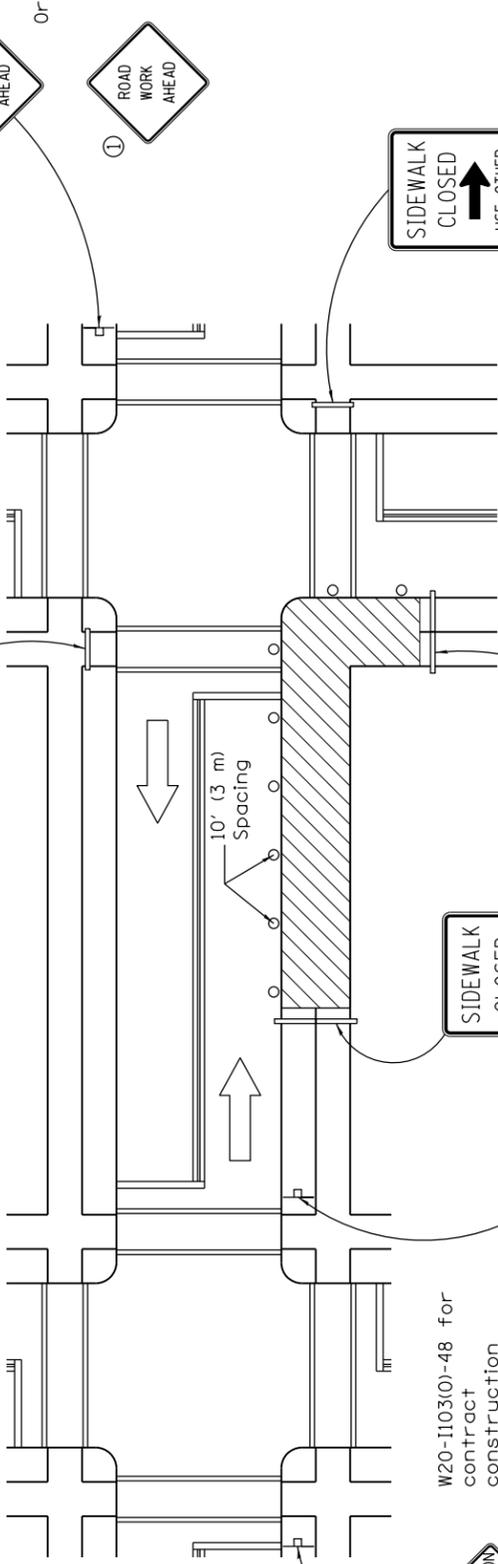
W20-1103(0)-48 for contract construction projects

Or

W20-110(0)-48 for maintenance and utility projects



R11-1102-2430



R11-1102-2430



R11-1101-2418

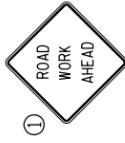


R11-1102-2430

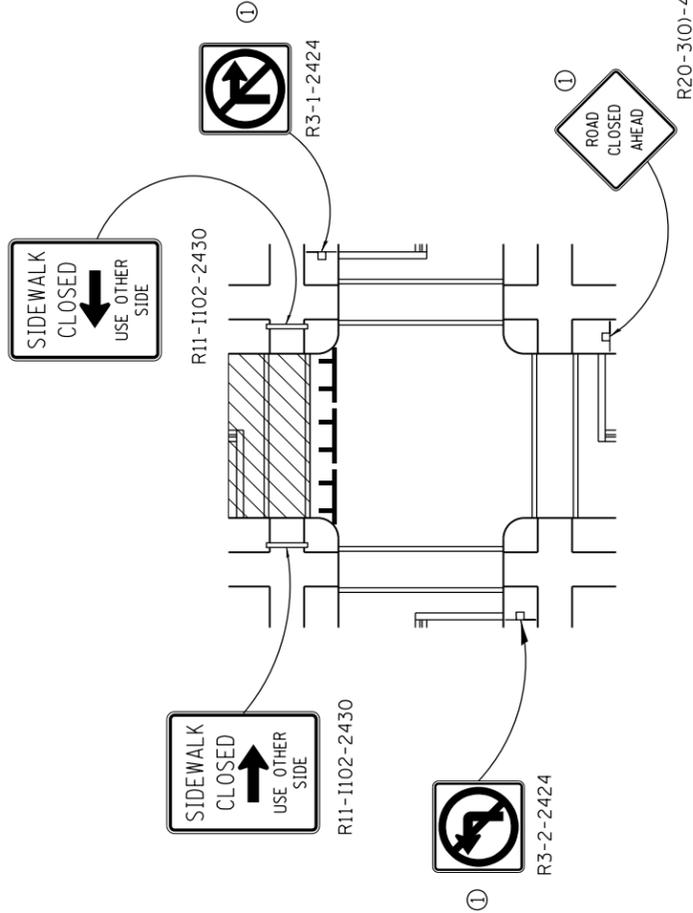
W20-1103(0)-48 for contract construction projects

Or

W20-110(0)-48 for maintenance and utility projects



CORNER CLOSURE



CROSSWALK CLOSURE

SIDEWALK, CORNER OR CROSSWALK CLOSURE

(Sheet 2 of 2)

STANDARD 701801-06

Illinois Department of Transportation

ISSUED 1-1-97

APPROVED April 1, 2016

ENGINEER OF SAFETY ENGINEERING

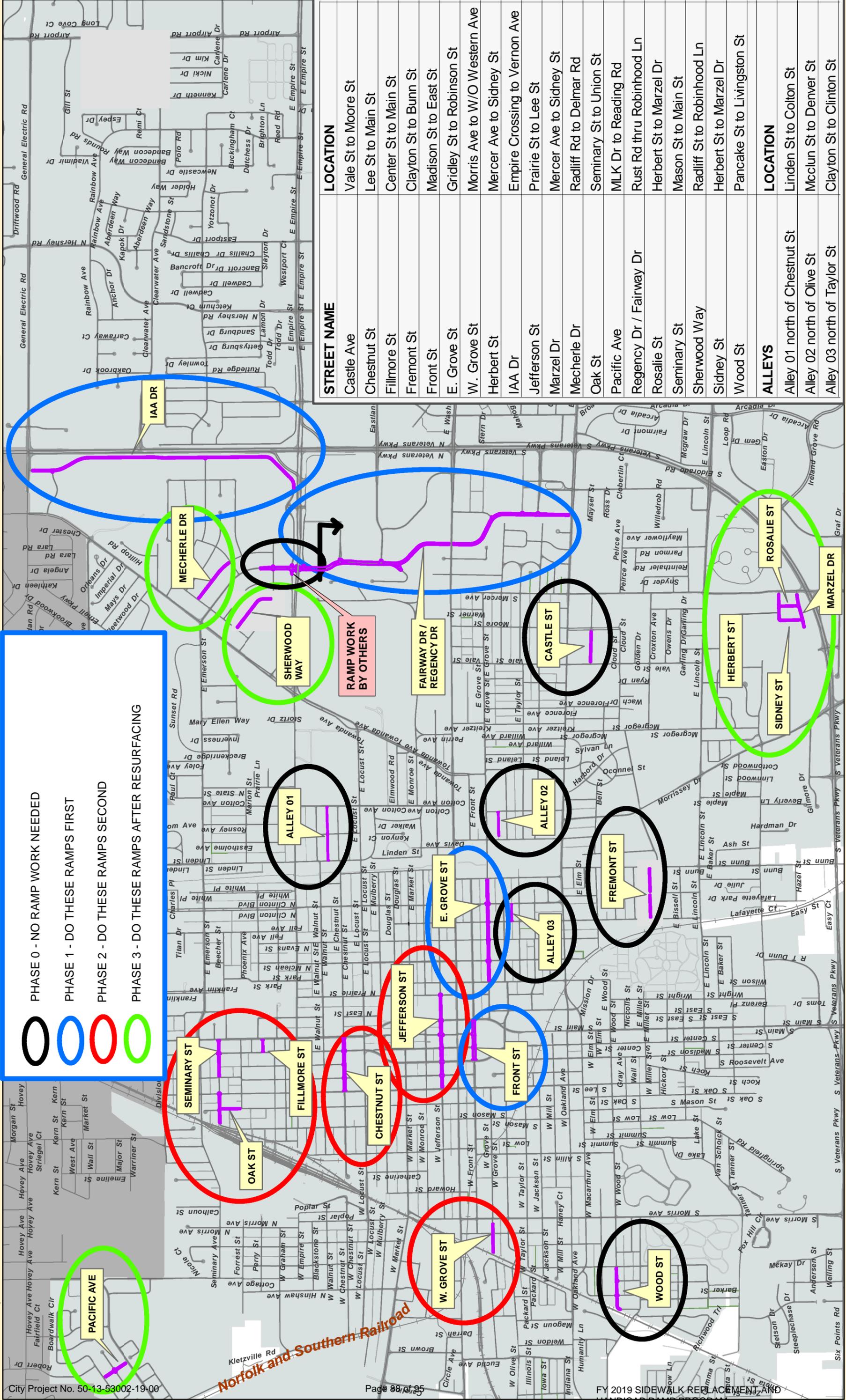
APPROVED April 1, 2016

ENGINEER OF DESIGN AND ENVIRONMENT

DRAFT

**-- DRAFT -- RAMP PHASING 2018 (FY2019)
WITH GENERAL RESURFACING**

DRAFT



- PHASE 0 - NO RAMP WORK NEEDED
- PHASE 1 - DO THESE RAMPS FIRST
- PHASE 2 - DO THESE RAMPS SECOND
- PHASE 3 - DO THESE RAMPS AFTER RESURFACING

STREET NAME	LOCATION
Castle Ave	Vale St to Moore St
Chestnut St	Lee St to Main St
Fillmore St	Center St to Main St
Fremont St	Clayton St to Bunn St
Front St	Madison St to East St
E. Grove St	Gridley St to Robinson St
W. Grove St	Morris Ave to W/O Western Ave
Herbert St	Mercer Ave to Sidney St
IAA Dr	Empire Crossing to Vernon Ave
Jefferson St	Prairie St to Lee St
Marzel Dr	Mercer Ave to Sidney St
Mecherle Dr	Radliff Rd to Delmar Rd
Oak St	Seminary St to Union St
Pacific Ave	MLK Dr to Reading Rd
Regency Dr / Fairway Dr	Rust Rd thru Robinhood Ln
Rosalie St	Herbert St to Marzel Dr
Seminary St	Mason St to Main St
Sherwood Way	Radliff St to Robinhood Ln
Sidney St	Herbert St to Marzel Dr
Wood St	Pancake St to Livingston St
ALLEYS	LOCATION
Alley 01 north of Chestnut St	Linden St to Colton St
Alley 02 north of Olive St	Mcclun St to Denver St
Alley 03 north of Taylor St	Clayton St to Clinton St

CONTRACTOR'S PROPOSAL

BID # 2018-31

FY 2019 SIDEWALK REPLACEMENT & HANDICAP RAMP PROGRAM

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the bid prices submitted, and to supply all services and/or commodities as required in the requirements and Instructions to Bidders.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

We further agree to complete all of the above work in a complete, neat, and workmanlike manner.

Payment of prevailing wage rates as predetermined by the Bloomington City Council pursuant to the Prevailing Wage Ordinance is acknowledged. It is agreed that this bid may not be withdrawn within 90 calendar days after the date of opening.

This Proposal is made with the understanding that the quantities are approximate only, and that the City of Bloomington expressly reserves the right to increase or reduce quantities as they may deem necessary, to reject any and all bids, and to waive technicalities.

The undersigned bidder, having carefully examined the plans, specifications, and special provisions for the proposed improvement, and the prevailing scale of wages set up for this community, now on file in the Office of the City Clerk; hereby proposes to provide all of the tools, apparatus, and to do all of the work at the prevailing scale of wages, and to provide all of the materials required to make the improvement in accordance with the plans, Standard Specifications and Special Provisions at the following prices:

SIGNED BY:

(SIGNATURE)

(NAME & TITLE)

(ADDRESS)

(SEAL IF CORPORATION)

**CITY OF BLOOMINGTON
FY 2019 SIDEWALK REPLACEMENT AND
HANDICAP RAMP PROGRAM**

CITY PROJECT # 50-13-53002-19-00

Schedule of Prices

(For complete information covering these items, see plans and specifications)

#	DESCRIPTION	UNITS	TOTAL QTY	UNIT PRICE	AMOUNT
1	SIDEWALK REMOVAL	SQ FT	68535		
2	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	2290		
3	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 8"	SQ FT	185		
4	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	3930		
5	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6"	SQ FT	275		
6	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	57450		
7	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 4"	SQ FT	4510		
8	EARTH EXCAVATION, 4" OR MORE	SQ FT	6765		
9	DETECTABLE WARNINGS, CAST IN PLACE	SQ FT	3875		
10	DETECTABLE WARNINGS, BOLT DOWN	SQ FT	40		
11	PARTIAL CURB REMOVAL (BY SAW CUTTING)	LF	120		
12	CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	LF	1900		
13	PLANTER RETAINING WALL, SPECIAL	LF	700		
14	RETAINING WALL, SPECIAL	LF	30		
15	12" MASONRY BLOCK WALL	SQ FT	130		
16	CONTROLLED LOW-STRENGTH MATERIAL (CLSM)	CU YD	10		
17	ADJUSTING FRAMES FOR INLETS	EA	6		
18	REMOVING INLETS	EA	6		
19	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	EA	6		
20	SIDEWALK REINFORCEMENT, SPECIAL	SQ FT	1000		
21	TRAFFIC CONTROL, MAJOR STREET	EA	4		
22	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	IN-FT	350		
23	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	SQ FT	3440		
24	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SQ FT	3835		
25	PROTECTIVE COAT	SQ YD	1000		
26	MONOLITHIC CURB, SPECIAL	LF	500		

SUBTOTAL

TOTAL

NOTICE OF AWARD

To: _____
Contractor/Company

Contractor Address

Project Description: FY 2019 SIDEWALK REPLACEMENT & HANDICAP RAMP PROGRAM

City Project No.: 50-13-53002-19-00

The OWNER has considered the BID submitted by you for the above described WORK.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance Bond, Payment Bond and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of the NOTICE OF AWARD to the OWNER.

Dated this _____ day of _____, 2018.

Owner

By: Kevin Kothe
Title: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

This _____ day of _____, 2018

By: _____

Title _____

BONDS, CERTIFICATES

NOTICE TO PROCEED

To: _____
Contractor/Company

Contractor Address

Project Description: FY 2019 SIDEWALK REPLACEMENT & HANDICAP RAMP PROGRAM

City Project No.: 50-13-53002-19-00

You are hereby notified to Commence WORK in accordance with the Agreement dated _____, 2018.

Date

By: Kevin Kothe
Title: City Engineer

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by

this _____ day
of _____ 2018

By: _____
Title _____

AGREEMENT (To be Completed After Award of Contract)

THIS AGREEMENT, Made and entered into this _____, by and between, _____, 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 **March 22, 2018**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2019 SIDEWALK REPLACEMENT & HANDICAP RAMP PROGRAM** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 5, 2018**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2019 SIDEWALK REPLACEMENT & HANDICAP RAMP PROGRAM** 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 2019 SIDEWALK REPLACEMENT & HANDICAP RAMP PROGRAM** 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 **INSERT CONTRACT AWARD \$ AMOUNT** 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 by April 30, 2019.

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)

BID CHECKLIST:

1. Return the entire packet along with any addenda – not just the proposal.
2. Sign and Attach all addenda if any were issued.
3. Complete, Sign and Date all required forms.
4. Include a copy of your certificate of insurance for your business and any other required certificates, permits, etc.
5. Seal the envelope and attach the label or print in the lower left corner of the outer envelope the bid/proposal name and date due.
6. Your one original and 3 copies.
7. Bid Bond

TENTATIVE BID SCHEDULE:

The following projected timetable should be used as a working guide for planning purposes. The City reserves the right to adjust this timetable as required during the course of the bid process.

Action	Due Date	Due Time
Invitation for Bids Released	3/22/18	N/A
Pre-Bid Meeting	3/27/18	10:15 AM Central Time
Questions Due to City	3/28/18	3:00 PM Central Time
Response from City	4/2/18	12:00 PM Central Time
BIDS Due	4/5/18	1:30 PM Central Time
Anticipated Award Date	4/23/18	N/A



REGULAR AGENDA ITEM NO. 9F

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: City Council Initiative

SUBJECT: Consideration of an Ordinance amending Chapter 6, Section 5 of the Bloomington City Code to clarify and add certain proximity restrictions on taverns and packaged liquor license holders from being within 100 feet of schools, daycare centers, preschools, hospitals, homes for the aged, indigent, or veterans, military stations, or funeral homes, as requested by a City Council initiative.

RECOMMENDATION/MOTION: An Ordinance amending Chapter 6, Section 5 of the Bloomington Code clarifying and adding certain proximity restrictions be approved and the Mayor and City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: b. City decisions consistent with plans and policies.

BACKGROUND: Chapter 6, Section 5 of the Bloomington City Code prohibits the issuance of retail liquor licenses to “any tavern, packaged liquor store or any other business in which the sale of alcoholic liquor is the principle business” located within 100 feet of a specified list of institutions, including churches, schools, and hospitals, among others. The proposed amended ordinance was drafted pursuant to an aldermanic request. It would amend the liquor code to do the following:

- Expand the categories of liquor licenses subject to the location restriction to specifically include convenience stores and all kinds of packaged sales of liquor, regardless of whether the sale of alcoholic liquor is the principal business of the establishment;
- Add preschools and daycare centers to the list of places triggering the license location prohibition; the amendment would apply only to “daycare centers” licensed by the Department of Children and Family Services. The Department defines “daycare centers” as daycare facilities licensed to care for twelve or more children.
- Clarify that, for purposes of applying the prohibition, the 100 feet distance is measured from property line to property line, as opposed to from building to building or some other standard of measurement.

Establishments having liquor licenses issued prior to April 1, 2018, are specifically exempted from the proposed amendment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The amended ordinance was the subject of a public hearing held by the Liquor Commission on April 10, 2018. The ordinance was published on the City website on April 5, 2018. Two persons testified at the public hearing. Draft minutes of the April 10 Liquor Commission hearing and discussion on this matter are attached. The Liquor Commission voted unanimously to forward the proposed ordinance on to the City Council with a positive recommendation.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: N/A

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Assistant Corporation Counsel

Reviewed by: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- Draft Ordinance

ORDINANCE NO. 2018 - ____

AN ORDINANCE AMENDING CHAPTER 6, SECTION 5 OF THE BLOOMINGTON CITY CODE PERTAINING TO LOCATION RESTRICTIONS

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

SECTION 1. That Chapter 6, Section 5 of the Bloomington City Code, 1960, as amended, shall be amended to read as follows:

SEC. 5 LOCATION RESTRICTIONS.

(a) No license shall be issued for the sale at retail of any alcoholic liquor at a tavern (Class TA, TB), ~~package licensed packaged liquor store~~ (Class GPA, GPB, PA, PB) or any ~~other~~ business at which the sale of alcoholic liquor is the principal business if it is within 100' of any church, school, (including preschools, but excluding institutions of higher learning), hospital, home for aged or indigent persons or for veterans, their spouses or children, any military or naval station, or any daycare center licensed by the Illinois Department of Children and Family Services, undertaking establishment or mortuary. In the case of a church, the distance of 100 feet shall be measured from the property line of the licensed premises to the nearest part of any building used for worship services or educational programs. In all other instances, the measurement shall be made from the property line of the licensed premises to the property line of the school, hospital, home for aged or indigent persons, home for veterans, their spouses or children, any military or naval station or any daycare center licensed by the Illinois Department of Children and Family Services undertaking establishment or mortuary. This prohibition shall not apply to the renewal of the license for the sale at retail of alcoholic liquor on premises within 100 feet of any church, daycare, or school where the church, daycare, or school has been established within such 100 feet since the issuance of the original license. This prohibition does not affect licensed establishments having liquor licenses issued by the City of Bloomington prior to April 25, 2018.

(b) No license shall be issued for the sale of any type of alcoholic liquor at any premise at which motor vehicle fuels are sold, except that licenses for the sale of beer and wine only may be issued to such premises that are "retail grocery convenience stores" as defined in Section 1. Any license for the sale of all types of alcohol created, issued and/or renewed for a premise at which motor vehicle fuels are sold on or before January 1, 2007 shall remain in effect and allow the sale of all types of alcohol by the existing license holder and may be renewed annually by that license holder for the premises identified in the license until such time as there is either a change in ownership (as defined in Section 1) of the licensee or the licensee is no longer qualified for a license for any of the reasons set forth in Section 4. The sale of alcohol at such premises shall be prohibited thereafter as provided in this section. A premise shall be considered to be one that sells motor vehicle fuel if there are fuel dispensing pumps within 100 feet of any door to the premise or any location where fuel sales are consummated.

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

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

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

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

PASSED this 23rd day of April, 2018.

APPROVED this _____ day of April, 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk



REGULAR AGENDA ITEM NO. 9G

FOR COUNCIL: April 23, 2018

SPONSORING DEPARTMENT: Administration / Water Department

SUBJECT: Consideration of a Resolution directing Water Department staff to issue Non-Compliant Violation Notices to existing boat docks not conforming to the Ordinances, Regulations, Policies and Standards of the City of Bloomington as requested by Administration and the Water Department.

RECOMMENDATION/MOTION: A Resolution directing staff to issue Non-Compliant Violation Notices to existing boat docks at Lake Bloomington not conforming to the Ordinances, Regulations, Policies and Standards of the City of Bloomington be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goal 2. Upgrade City Infrastructure and Facilities. Goal 5. Great Place – Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2a. Quality water for the long term. Objective 5d. Appropriate leisure and recreational opportunities responding to the needs of residents.

BACKGROUND: At the April 9, 2018, Special Session Council Meeting, the City Council approved a motion requiring that all existing boat docks not conforming to the ordinances, regulations, policies and standards of the City of Bloomington, having been constructed upon land set aside for access easements for off-the-lake lots and the general public, be removed by the owner or issued violation notice and made subject to the Administrative Court system for remediation.

To formalize this direction, City staff prepared a resolution for final action. Upon approval, the City's Legal Department and Water Department will conduct a final review of non-compliant docks and begin preparing the necessary notices. As such City staff anticipates a compliance order will be sent within the next few weeks. The compliance order will put the dock owner on notice that the City believes their dock is unlawfully located on Lake Bloomington and must be removed within 30-days.

Individuals that fail to adhere to the compliance order will then be served with a summons and violation notice. Those who contest the violation notice will be given a hearing in front of a hearing officer in Administrative Court. These cases will likely be set for a special date with a first appearance scheduled on August 29, 2018. As August has five Wednesdays, this special setting on August 29 will help staff avoid having to reschedule other cases involving the Police Department and Community Development which are heard on the first four Wednesdays of every month.

It should be noted fines will begin to accrue upon the issuance of the summons; however City staff, in line with comments from the City Council, is recommending any accrued fines be waived so long as the dock is removed by the Administrative Court date. At said point, the case would be dismissed subject only to the payment of court costs (i.e., \$110).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Owners of the 18 boat docks constructed upon the access easement for off-the-lake lots and the general public at Lake Bloomington where ownership is claimed by non-lake front leaseholders; various lease holders and area residents; Lake Bloomington Association.

FINANCIAL IMPACT: N/A

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: Joseph M. Darter, Property Manager

Reviewed by: Robert Yehl, P.E., Water Director

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

Community Development review by: Bob Mahrt, Community Development Director

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Steve Rasmussen
Interim City Manager

Attachments:

- 2B RESOLUTION

RESOLUTION NO. 2018 – _____

A RESOLUTION DIRECTING STAFF TO ISSUE NON-COMPLIANT VIOLATION NOTICES TO EXISTING BOAT DOCKS NOT CONFORMING TO THE ORDINANCES, REGULATIONS, POLICIES AND STANDARDS OF THE CITY OF BLOOMINGTON

WHEREAS, the City of Bloomington, McLean County, Illinois (hereinafter “City”) is an Illinois home-rule municipality; and

WHEREAS, Lake Bloomington, as well as the marginal, leased and non-leased land surrounding it, is owned by the City and is the primary water source for the City; and

WHEREAS, the Illinois Municipal Code, 65 ILCS 5/7-4-2, allows for the City to maintain jurisdiction and control over Lake Bloomington and its surrounding lands as if this area were within the City boundaries; and

WHEREAS, Chapter 23 of the City Code governs the use of Lake Bloomington and surrounding lands owned by the City; and

WHEREAS, a number of individuals have placed docks on Lake Bloomington without permit or other authority and such is in violation of the City Code and is harmful to Lake Bloomington; and

WHEREAS, the City Council believes it to be in the best interest of the City to enforce its ordinances and require the removal of the unlawful docks at Lake Bloomington and to have the City’s Administrative Court adjudicate any disputes involving same; and

WHEREAS, so long as an owner of a dock that receives a violation notice removes it in compliance with the notice before the date set for Administrative Court, the fines for said violation may be waived.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Bloomington, McLean County, Illinois, as follows:

SECTION 1: The above recitals are incorporated herein by this reference as if specifically stated in full.

SECTION 2: The City Council hereby directs City staff to issue removal notices to all owners of existing boat docks not conforming to the ordinances, regulations, policies and standards of the City of Bloomington, having been constructed upon land set aside for access easements for off-the-lake lots and the general public. Owners that refuse to remove their docks shall be issued a summons and cases heard by the City’s Administrative Court system.

SECTION 3: Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 4: In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 5: The City Clerk is hereby authorized to publish this direction in pamphlet form as provided by law.

SECTION 6: This Resolution shall be effective immediately after the date of its publication as required by law.

SECTION 7: This Resolution is passed and approved pursuant to the home rule authority granted Article CII, Section 6 of the 1970 Illinois Constitution.

PASSED this 23rd day of April, 2018.

APPROVED this ____ day of April, 2018.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Cherry Lawson, City Clerk