



CITY OF  
BLOOMINGTON  
COUNCIL MEETING  
NOVEMBER 13, 2018



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

Recognize individuals, groups, or institutions publically, as well as those receiving a proclamation, declaring a day, event, or person.

PUBLIC COMMENTS

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

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 typically begins with Item No. 8.

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

PUBLIC HEARING

Items that require receiving public testimony will be placed on the agenda and noticed as a Public Hearing. Individuals have an opportunity to provide public testimony on those items that impact the community and/or residence.

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation ask questions of City Staff, deliberate and seek additional information prior to making a decision.

MAYOR AND ALDERMAN

Mayor, At-Large - Tari Renner

City Aldermen

- Ward 1 - Jamie Mathy
- Ward 2 - Dave Sage
- Ward 3 - Mboka Mwilambwe
- Ward 4 - Amelia Buragas
- Ward 5 - Joni Painter
- Ward 6 - Karen Schmidt
- Ward 7 - Scott Black
- Ward 8 - Diana Hauman
- Ward 9 - Kim Bray

City Manager - Tim Gleason

CITY LOGO DESIGN RATIONALE

The **CHEVRON** Represents:  
Service, Rank, and Authority  
Growth and Diversity  
A Friendly and Safe Community  
A Positive, Upward Movement and  
Commitment to Excellence!

MISSION, VISION, AND  
VALUE STATEMENT

**MISSION**

To lead, serve and uplift the  
City of Bloomington







**VISION**

A Jewel of the Midwest Cities

**VALUES**

Service-Centered,  
Results-Driven,  
Inclusive

STRATEGIC PLAN GOALS

-  Financially Sound City Providing Quality Basic Services
-  Upgrade City Infrastructure and Facilities
-  Grow the Local Economy
-  Strong Neighborhoods
-  Great Place - Livable, Sustainable City
-  Prosperous Downtown Bloomington



CITY COUNCIL MEETING AGENDA  
CITY HALL COUNCIL CHAMBERS  
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701  
TUESDAY, NOVEMBER 13, 2018, 6:00 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 presented to Rick Twait on receiving the Illinois Potable Water Supply Operators Association Surface Water Operator of the Year 2018 Award.
  - B. Presentation of Dan Donath, newly promoted Assistant of Chief of Professional Standards.
  - C. Recognition and Presentation of a plaque from the State Fire Marshals to Eric Vaughn, Deputy Fire Chief on his 28 Years of Service to the City of Bloomington on his retirement.
  - D. Recognition of Promotions within the Fire Department Jeff Flairty to Deputy Chief of Administration and Gary Smith to Battalion Chief
  - E. Presentation of Bloomington Firefighters who have completed a one year probation: Shane Whitehorn, Kyle Tieman, Thomas Conley, Grant Smith, Daniel Norkiewicz, Steve Somerfield, Daniel Kray
6. Public Comment
7. "Consent Agenda"
  - A. Consideration of approving the Minutes of the October 22, 2018 Regular City Council Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*
  - B. Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$8,120,795.60. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$8,120,795.60 and orders drawn on the Treasurer for the various amounts as funds are available.)*

- C. Consideration of a Resolution Approving Appointments and Reappointments to the John M. Scott Health Care Commission with appointments to include Deb Halperin; the Reappointment of Holly Ambuehl, Susan Grant, John Couillard, Donna Hartweg, Deb Skillrud and Scott Hamilton, as well as the Appointment of Jennifer Toney to serve as Staff Administrator to the John M. Scott Health Care Commission. *(Recommend the Resolution Approving Appointments to the JM Scott Commission, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- D. Consideration of approving a schedule for Council Meeting and Council related Boards and Commission Meeting dates for the 2019 Calendar Year. *(Recommend that Council approve the 2019 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.)*
- E. Consideration of approving the purchase of 25 sets of Personal Protective Equipment - Firefighter Turnout Gear as requested by the Fire Department. *(Recommend the Fire Department recommends the purchase of Twenty-Five (25) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear be purchased utilizing the National Purchasing Partners - Government (NPPGov) program from Municipal Emergency Services, Inc. (MES), Deerfield, IL be approved, in the amount of \$69,868.75, and the Procurement Manager be authorized to issue a Purchase Order.)*
- F. Consideration of approving the purchase four (4) LifePak 15 Cardiac Monitor/Defibrillators from Physio-Control in the amount of \$93,170.48, as requested by the Fire Department. *(Recommend approval of the purchase four (4) Cardiac Monitors from Physio-Control in the amount of \$93,170.48 be approved and the procurement manager authorized to issue a purchase order.)*
- G. Consideration of the approving the purchase of one (1) Zamboni 552AC Ice Resurfacer from Frank J. Zamboni & Co., Inc., of Paramount, CA, for the scheduled replacement of ice resurfacing equipment, using the Sourcwell contract, in the amount of \$123,130.40, as requested by Facilities Management. *(Recommend the Purchase of one (1) Zamboni 552AC Ice Resurfacer from Frank J. Zamboni & Co., Inc., of Paramount, CA, for the scheduled replacement of ice resurfacing equipment, using the Sourcwell contract (Contract #03011-FZC, exp. 4/14/2021), in the amount of \$123,130.40, be approved, and the Procurement Manager be authorized to issue a purchase order.)*
- H. Consideration of an Ordinance amending the FY 19 Budget authorizing the purchase of wireless microphones and communication equipment, in the amount of \$39,008.39 for said purchase and approval of a Resolution



waiving the formal bidding requirements, as requested by the Parks, Recreation & Cultural Arts Department. *(Recommend (1) the Ordinance amending the FY 2019 Budget in the amount of \$39,008.39, be approved, and the Mayor and City Clerk be authorized to execute the ordinance; and (2) the Resolution Waiving the Formal Bidding Requirements and approving the purchase of Backstage Wireless Communication Equipment from Clear Com/Spoiled by Technology Inc. in the amount of \$14,988.42 and the Wireless Microphones from The Music Shoppe/Pro-Sound Center in the amount of \$24,019.97, be approved and the City Manager or procurement officer authorized to execute the agreement or purchase order.)*

- I. Consideration of an Ordinance amending the Fiscal Year 2019 Budget to allocate funds for the Miller Park Zoo Concession Stand and Parking Lot, for the funds approved by Council on October 22, 2018. *(Recommend the Ordinance amending the Fiscal Year 2019 Budget to allocate funds for the Miller Park Zoo Concession Stand and Parking Lot be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- J. Consideration of an Ordinance amending the Fiscal Year 2019 Budget to allocate funds to The Den at Fox Creek Golf Course Budget in the amount of \$11,029.83 and approve the purchase of replacement HVAC equipment at Prairie Vista Golf Clubhouse and The Den at Fox Creek Golf Clubhouse in the amount of \$79,680.00, as requested by Parks, Recreation & Cultural Arts. *(Recommend the Ordinance amending the FY 2019 Budget in the amount of \$11,029.83 and the purchase of HVAC equipment from Hermes Service & Sales, of Bloomington, IL, for the scheduled replacement heating and air conditioning units, in the amount of \$79,680.00, be approved, and the Mayor and the City Clerk be authorized to execute the necessary documents.)*
- K. Consideration of an Ordinance approving the Final Plat of Fourteenth Addition to Hawthorne Commercial Subdivision, subject to the petitioner paying the required tap-on fees and bonding, so the property owner can develop commercial property, as requested by the Public Works Department. *(Recommend the Ordinance approving the Final Plat of Fourteenth Addition to Hawthorne Commercial Subdivision, subject to the petitioner paying the required tap-on fees and bonding, so the property owner can develop commercial property, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*
- L. Consideration of an Ordinance approving the vacation of utility easement between Lots 11 and 12 in Southgate Commercial Plaza Subdivision 5th Addition (located south of Hamilton Road and east of

Greyhound Road), to allow for the construction of a Veterans Affairs Clinic, as requested by the Public Works Department. *(Recommend the Ordinance approving the vacation of utility easement between Lots 11 and 12 in Southgate Commercial Plaza Subdivision 5th Addition (located south of Hamilton Road and east of Greyhound Road), to allow for the construction of a Veterans Affairs Clinic, be approved, and the Mayor and City Clerk to be authorized to execute the necessary documents.)*

8. "Regular Agenda"

- A. Presentation of the FY2018 Comprehensive Annual Financial Report as audited from Baker Tilly Virchow Krause LLP, as requested by the Finance Department. *(Recommend: Presentation only.)* (Brief overview by Tim Gleason, City Manager. Presentation by Scott Rathbun, Finance Director 10 minutes, and Council discussion 10 minutes.)
- B. Consideration of a Contract Extension with Evergreen FS, to pay for fuel for fleet vehicles and equipment, in the amount not to exceed \$1,125,000 as requested by the Public Works Department. *(Recommend the Contract Extension with Evergreen FS, to pay for fuel for fleet vehicles and equipment, in the amount not to exceed \$1,125,000, be approved, the City Manager authorized to execute the contract, and the Procurement Manager be authorized to issue a Purchase Order.)* (Brief overview by Tim Gleason, City Manager. Presentation by Jim Karch, Public Works Director 5 minutes, Council discussion 5 minutes.)
- C. Consideration of the approval of certain contracts related to the construction of the American Alligator exhibit at Miller Park Zoo, in a total amount not to exceed \$35,000 and to be reimbursed by private donations, and approval of an Ordinance Amending the Fiscal Year 2019 Budget to allocate funds for the contracts. *(Recommend that: (1) the Ordinance Amending the Fiscal Year 2019 Budget to allocate funds for the American Alligator exhibit construction be approved, in the amount of \$35,000, and the Mayor and City Clerk be authorized to execute the ordinance; (2) the contract and scope of work proposed by Stark Excavating in the amount of \$15,500 to build the wall for the American Alligator exhibit, be approved and the Procurement Manager authorized to issue the purchase order; and (3) the City Manager, through designated Parks Maintenance personnel, be authorized to procure the necessary materials to complete the American Alligator exhibit, including the purchase of guard rails and fencing, up to an amount not to exceed \$19,500.)* (Brief overview by Tim Gleason, City Manager. Presentation by Jay Tetzloff, PRCA Director 5 minutes, Council discussion 10 minutes.)

- D. Consideration of approving the purchase of the Harmony Park inclusive playground for installation at Rollingbrook Park and O'Neil Park as requested by the Parks, Recreation and Cultural Arts Department. *(Recommend to approve the purchase of playground equipment and playground surfacing from Game Time c/o Cunningham Recreation in the amount of \$330,621.06, City Manager authorized to execute the necessary documents, and the Procurement Manager be authorized to issue purchase orders accordingly.) (Brief overview by Tim Gleason, City Manager. Presentation by Jay Tetzloff, PRCA Director 10 minutes, Council discussion 10 minutes.)*
  
- E. Consideration of an Ordinance Amending the City's Schedule of Fees and amending various Chapters within the City Code regarding fees and classification, as requested by the City Clerk. *(Recommend the Ordinance amending the Schedule of Fees for the City of Bloomington and amending the City Code be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager. Presentation by Cherry Lawson 5 minutes, and Council discussion 5 minutes.)*

9. City Manager's Discussion

10. Mayor's Discussion

11. City Aldermen's Discussion

12. Executive Session - *Cite Section*

13. Adjournment

14. Notes

# RECOGNITIONS



Council Date: November 13, 2018

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Recognition presented to Rick Twait on receiving the Illinois Potable Water Supply Operators Association Surface Water Operator of the Year 2018 Award.
- B. Presentation of Dan Donath, newly promoted Assistant of Chief of Professional Standards.
- C. Recognition and Presentation of a plaque from the State Fire Marshals to Eric Vaughn, Deputy Fire Chief on his 28 Years of Service to the City of Bloomington on his retirement.
- D. Recognition of Promotions within the Fire Department Jeff Flairty to Deputy Chief of Administration and Gary Smith to Battalion Chief
- E. Presentation of Bloomington Firefighters who have completed a one year probation: Shane Whitehorn, Kyle Tieman, Thomas Conley, Grant Smith, Daniel Norkiewicz, Steve Somerfield, Daniel Kray



# **RECOGNITION**

## **Illinois Potable Water Supply Operators Association Surface Water Operator of the Year 2018 Award Rick Twait**

*WHEREAS, the City of Bloomington is proud of its employees and their accomplishments and wishes to recognize those who excel in their positions and take ownership of their projects and profession; and*

*WHEREAS, the Public Works Department in the City of Bloomington is dedicated to its values of stewardship, customer service, professionalism, integrity, trust, openness to change, leadership, attitude, and teamwork; and*

*WHEREAS, Rick Twait, Superintendent of Water Purification with the Water Division of Public Works, was named Surface Water Operator of the year by the Illinois Potable Water Supply Operators Association; and*

*WHEREAS, Rick has helped propel Public Works staff forward with leadership, innovation, and encouragement and has a willingness to help and mentor others;*

*WHEREAS, Rick represents the very best in professionalism and integrity, and encourages others to innovate and grow through their involvement in the potable water industry; and*

*WHEREAS, Rick is routinely recognized for his outstanding work in supplying safe drinking water on a daily basis to consumers, as well as his contributions to the industry and community.; and*

*WHEREAS, Rick's expertise and advice are sought-after resources for his employees, colleagues, higher education and agency partners, and multiple local and state boards where he serves;*

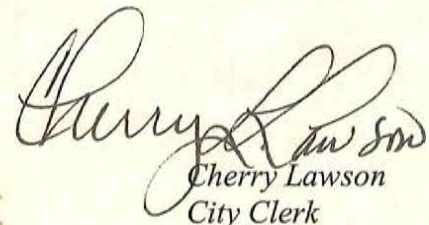
*NOW THEREFORE, I, Tari Renner, Mayor of Bloomington, IL do hereby proclaim the recognition of*

## **Illinois Potable Water Supply Operators Association Surface Water Operator of the Year 2018 Award presented to Rick Twait**

*IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 13th day of November, 2018.*



Tari Renner  
Mayor



Cherry Lawson  
City Clerk



# ***NEWS RELEASE***

Illinois Potable Water Supply Operators Association  
Post Office Box 401  
Edwardsville, Illinois 62025-0401  
Phone: 815/314-4858

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**FOR IMMEDIATE RELEASE**  
September 19, 2018

**CONTACT:**  
Todd LaFountain, 217-757-8630 x 1702

## **Rick Twait Recognized as Surface Water Operator of the Year at Statewide Event**

### ***2018 Operators of the Year named in Springfield***

**Springfield, IL** –The Illinois Potable Water Supply Operators Association (IPWSOA) recognized nine (9) outstanding professionals in their individual categories of service. These operators produce and supply drinking water for Illinois public water supply consumers.

Drinking water professionals and guests of the Illinois Potable Water Operators Association honored **Rick Twait, City of Bloomington**, as Surface Water Operator of the Year. **Jim Leonard, City of Nashville**, and **Jason Weber, City of Salem**, were named runners-up for the top spot. All three individuals were recognized for their outstanding work in supplying safe drinking water on a daily basis to consumers, as well as their contributions to the industry and community. Operators are rated on the day-to-day operation and maintenance of their facilities.

Rick Twait, Superintendent of Water Purification for the City of Bloomington, was selected as Operator of the Year in the Surface Water System Category. Twait has twenty-four (24) years of experience in the water industry and holds a Class A Water Supply Operator Certificate. He is responsible for optimization of the City's source water and plant operations. Rick is also active in the water distribution system with efforts that ensure continued delivery of high water quality. In 2009 Rick co-authored a book entitled *Water Treatment - Plant Performance Evaluations and Operations*. Rick is active in his community as board member of several local and state organizations. Twait's nominator wrote, "Rick has done an excellent job of running a treatment facility with a combination of old and state-of-the-art equipment. He is a great innovator and instituted biologically active filters many years ago..."

The City of Bloomington treats and distributes approximately 9.7 million gallons of water per day to 32,000 service connections. The facility draws water from the Lake Bloomington and Lake Evergreen and utilizes conventional lime softening treatment and biologically active filters.

There are approximately 4,000 certified drinking water operators in the State of Illinois. These operators were nominated by owners, operators and other professionals in the drinking water industry. Finalists are then reviewed by other certified drinking water operators who serve on the Operator of the Year Nomination and Final Selection Committees of IPWSOA.

Operators of the Year and nominees were honored during the Association's 87th annual conference at the Crowne Plaza Hotel in Springfield. Members from all areas of the state met to stay current on new industry regulations, equipment and processes. Winners of the 2018 awards were announced and received their plaques during the three day event.

Send To: City of Bloomington, Nora Dukowitz, [Ndukowitz@cityblm.org](mailto:Ndukowitz@cityblm.org)



**RECOGNITION**  
**Honoring**  
**Deputy Chief Eric Vaughn**  
**On The**  
**Occasion of his Retirement**

**WHEREAS**, Deputy Chief Eric Vaughn of the Bloomington Fire Department will be Officially Retired on November 16<sup>th</sup> 2018, after 28 years of dedicated service to the citizens of Bloomington; and

**WHEREAS**, Eric began his career in the Fire Service with the City of Bloomington on October 29<sup>th</sup>, 1990 and as a result of hard work and demonstrated abilities, he advanced through the ranks to his final and most important position of Deputy Chief of Administrations on August 9<sup>th</sup>, 2013; and

**WHEREAS**, throughout his 28 years of service, Eric has been a tremendous advocate for protecting lives and property through Fire Prevention and Public Education for a safer community; and

**WHEREAS**, Eric has been a dedicated American Heart Association CPR instructor for over 20 years teaching Life Saving skills to members of our community; and

**WHEREAS**, Eric has been a strong leader in the organization and has been a positive role model and mentor to others; and

**WHEREAS**, Eric has exemplified the Chief Vision of “Dedicated to Our Profession, Our Community, and Each Other.

**NOW, THEREFORE**, I, Tari Renner, Mayor of Bloomington, IL take this opportunity to express our sincere and grateful appreciation, and hereby extend to Eric Vaughn our congratulations on his well-earned retirement, and our best wishes to him for continued success, happiness, and good health in the years to come.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of Bloomington to be affixed this 13th day of November, 2018.

**CITY OF BLOOMINGTON**

**ATTEST**

Tari Renner  
Mayor

Cherry L. Lawson  
City Clerk

# CONSENT AGENDA



**CONSENT AGENDA ITEM NO: 7A**

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of approving the Minutes of the October 22, 2018 Regular City Council Meetings.

**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, appearing to read "Tim Gleason", written over a white background.

Tim Gleason  
City Manager

**Attachments:**

- October 22, 2018 Regular City Council Meeting Minutes

**SUMMARY MEETING MINUTES  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS MONDAY, OCTOBER 22, 2018, 6:00 P.M.**

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:00 p.m., Monday, October 22, 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: Tim Gleason, City Manager; Steve Rasmussen, Assistant City Manager; Jeffrey Jurgens, Corporation Counsel; Cherry Lawson, City Clerk; Bob Mahrt, Community Development Director; Scott Rathbun, Finance Director; Brian Mohr, Fire Chief; Clay Wheeler, Police Chief; Jay Tetzloff, Parks, Recreation and Cultural Arts Director; Ken Bays, Assistant Police Chief; Greg Scott, Assistant Police Chief; Melissa Hon, Assistant to the City Manager; Scott Sprouls, Information Services Director; and other City staff were also present.

**Recognition/Appointments**

- A. Proclamation declaring October 29, 2018 "Crossroads Handcrafts of the World 30th Anniversary".
- B. Presentation of the City of Bloomington Police Department Police Officer Commission Certificate to Michael DeReu, who has completed probation.

**Public Comment**

Mayor Renner opened the meeting to receive public comment, and the following individuals provided comments to the Council:

Scott Stimeling	Dona Boelen	Gary Lambert	Patrick Dullard
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**"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 Schmidt and seconded by Alderman Bray that the Consent Agenda be approved with the exception of Items 7E and 7I.**

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

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

**Nays:** None.

**Motion carried.**

The following was presented:

Item 7A. Consideration of approving the Minutes of the October 8, 2018 Regular City Council Meeting, and October 1, 2018 Special Session Meeting. *(Recommend the reading of minutes be dispensed and approved as printed.)*

The following was presented:

Item 7B. Consideration of approving Bills, Payroll, Procurement Card Purchases, and Electronic Transfers in the amount of \$7,650,752.44. *(Recommend the Bills, Payroll, Procurement Card Purchases, and Electronic Transfers be allowed in the amount of \$7,650,752.44 and orders drawn on the Treasurer for the various amounts as funds are available.)*

The following was presented:

Item 7C. Consideration of AUTOMATED MERCHANT SERVICES INC. Processing Agreement Bid Waiver. *(Recommend that the Resolution Authorizing Waiving the Technical Bidding Requirements and Approving an Agreement with AUTOMATED MERCHANT SERVICES INC., for payment processing and technical payment and reporting integration with the City's Tyler MUNIS enterprise resource planning (ERP) system be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

The following was presented:

Item 7D. Consideration of a Resolution Waiving the Formal Bidding Process allowing the Parks, Recreation, and Cultural Arts Department to participate in an Early Order Program with Helena Chemical (the distributor) for procurement of Syngenta, BASF, Bayer, Nufarm Chemicals (the manufacturers) Golf Course Chemicals from a single source, as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend the Resolution Waiving the Formal Bidding Process to allow the Parks, Recreation and Cultural Arts Department to participate in the Syngenta, BASF, Bayer and Nufarm Chemicals "Early Order Discount Program" for Golf Turf Grass Management for the 2019 Golf Season be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

RESOLUTION NO. 2018 - 55

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

The following was presented:

Item 7E. Consideration of:

- (a) An Ordinance amending the FY 2019 Budget to allocate \$28,000 to the Motor Fuel Tax-MFT Architectural & Engineering for Capital (20300300-70051) account;
- (b) An MFT Resolution, and
- (c) A Preliminary Engineering Services Agreement with Farnsworth Group, Inc., for Engineering Survey Data Collection related to Jersey Avenue Bridge Rehabilitation (RFQ 2015-26), in the amount of \$28,000, as requested by the Public Works Department.

*(Recommend that: (a) the Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2019 Budget in the Amount of \$28,000, be approved and the Mayor and City Clerk be authorized to execute the ordinance; and (b) the MFT Resolution be approved and the Mayor and City Clerk be authorized to execute the Resolution; and (b) the Preliminary Engineering Services Agreement with Farnsworth Group, Inc., for Engineering Survey Data Collection related to Jersey Avenue Bridge Rehabilitation in the amount of \$28,000, be approved, and the City Manager be authorized to execute the agreement and other related necessary documents.) (Item pulled from the Consent Agenda for discussion)*

ORDINANCE NO. 2018 - 90

AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019 IN THE AMOUNT OF \$28,000

RESOLUTION NO. 2018 - 56

A RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY CODE

Mayor Renner asked of a motion to approve this item. There was no further discussion from Council.

**Motion by Alderman Hauman and seconded by Alderman Schmidt that *a) the Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2019***

*Budget in the Amount of \$28,000, be approved and the Mayor and City Clerk be authorized to execute the ordinance; and (b) the MFT Resolution be approved and the Mayor and City Clerk be authorized to execute the Resolution; and (b) the Preliminary Engineering Services Agreement with Farnsworth Group, Inc., for Engineering Survey Data Collection related to Jersey Avenue Bridge Rehabilitation in the amount of \$28,000, be approved, and the City Manager be authorized to execute the agreement and other related necessary documents.)*

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

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

Recuse: Alderman Buragas

Nays: None.

Motion carried.

The following was presented:

Item 7F. Consideration of an Ordinance providing for the Vacation of a 50 foot portion of the No-Access Line adjacent to Empire Street and a Final Plat of Resubdivision of Lot 6, Lot 17, and Outlot 18 in Empire Business Park Ninth Addition, so the property owned by Biaggi's Ristorante Italiano can have an Empire Street address, as requested by the Public Works Department. *(Recommend the Ordinance providing for the Vacation of a fifty (50) foot portion of the No-Access Line adjacent to Empire Street and the Final Plat of Resubdivision of Lot 6, Lot 17, and Outlot 18 in Empire Business Park Ninth Addition, so the property owned by Biaggi's Ristorante Italiano can have an Empire Street address, be approved, and the Mayor and City Clerk be authorized to executed the necessary documents.)*

#### ORDINANCE NO. 2018 - 91

#### AN ORDINANCE PROVIDING FOR THE VACATION OF A 50 FOOT PORTION OF THE NO-ACCESS LINE ADJACENT TO EMPIRE STREET AND APPROVAL OF THE FINAL PLAT OF RESUBDIVISION OF LOT 6, LOT 17 & OUTLOT 18 IN EMPIRE BUSINESS PARK NINTH ADDITION

The following was presented:

Item 7G. Consideration of an Ordinance approving a Special Use Permit to allow an "Educational/Training Facility", a nonconforming use in the R-1B Medium Density Single Family



Residential District, for property located at 1311 W Olive St., as requested by the Community Development Department. *(Recommend the Ordinance approving a Special Use Permit to allow an "Educational/Training Facility," a nonconforming use in the R-1B Medium Density Single Family Residential District, for property located at 1311 W Olive St. be approved and the Mayor and City Clerk be authorized to execute the necessary documents.)*

ORDINANCE NO. 2018 - 92

AN ORDINANCE APPROVING A SPECIAL USE PERMIT FOR AN "EDUCATIONAL/TRAINING" FACILITY, A NONCONFORMING USE IN THE R-1B, MEDIUM DENSITY SINGLE FAMILY RESIDENTIAL DISTRICT, FOR PROPERTY LOCATED AT: 1311 W. OLIVE ST.

The following was presented:

Item 7H. Consideration and action on an ordinance amending the City Code to clarify the various department names of the City and specifically that the Water Department will become a division of the City's Public Works Department, as requested by the City Administration. *(Recommend the Ordinance Amending the City Code Provisions on the Various Department Names and Providing that the Water Department Shall be a Division of the Department of Public Works, be approved and the Mayor and City Clerk authorized to execute the ordinance.)*

ORDINANCE NO. 2018 - 93

AN ORDINANCE AMENDING THE CITY CODE PROVISIONS ON THE VARIOUS DEPARTMENT NAMES AND PROVIDING THAT THE WATER DEPARTMENT SHALL BE A DIVISION OF THE DEPARTMENT OF PUBLIC WORKS

The following was presented:

Item 7I. Consideration of an Ordinance amending the City's Schedule of Fees and amending various Chapters within the City Code regarding fees, as requested by the City Manager. *(Recommend the Ordinance amending the Schedule of Fees for the City of Bloomington and amending the City Code be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Item was pulled from the Consent Agenda for discussion)*

ORDINANCE NO. 2018 - 94

AN ORDINANCE AMENDING THE SCHEDULE OF FEES FOR THE CITY OF BLOOMINGTON AND AMENDING THE CITY CODE

Mayor Renner asked for a motion on this item.

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

**Ayes: Aldermen Buragas, Painter, Mwilambwe, Hauman, and Bray.**

**Nays: Aldermen Sage, Mathy, Schmidt and Black**

**Motion carried.**

The following was presented:

Item 7J. Consideration of approving an application of Outback Steakhouse of Florida, LLC d/b/a Outback Steakhouse Restaurant requesting a Class RAS (Restaurant, All Types of Alcohol, Sunday Sales) liquor license to be located at 1637 E. Empire Street which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week, as requested by the City Clerk's Office. *(Recommend the application of Outback Steakhouse of Florida, LLC d/b/a Outback Steakhouse Restaurant requesting a Class RAS (Restaurant, All Types of Alcohol, Sunday Sales) liquor license to be located at 1637 E. Empire Street which would allow the sale of all types of alcohol by the glass for consumption on the premises seven (7) days a week be approved, contingent upon the corporation being approved to do business in the State of Illinois and compliance with all health and safety codes.)*

The following was presented:

Item 7K. 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 November 17, 2018, as provided by the request from Ian Galloway and Jennifer Chedister to allow moderate consumption of beer and wine, as requested by the City Clerk's Office. *(Recommend the Ordinance Suspending Portions of Section 701 of Chapter 31 and Section 26(d) of Chapter 6 of the City Code for a Wedding Reception at Davis Lodge at Lake Bloomington on November 17, 2018 be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.)*

#### ORDINANCE NO. 2018 - 95

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 701 OF CHAPTER 31 AND SECTION 26(d) OF CHAPTER 6 OF THE CITY CODE FOR A WEDDING RECEPTION ON OCTOBER 6, 2018 AT DAVIS LODGE AT LAKE BLOOMINGTON

#### "Regular Agenda"

The following was presented:

Item 8A. Consideration and action on an Ordinance Addressing the Payment of Accrued Sick Leave for Grandfathered Employees to Limit Artificial Pension Increases. *(Recommend the Ordinance Addressing the Payment of Accrued Sick Leave for Grandfathered Employees to Limit Artificial Pension Increases, be approved and the Mayor and City Clerk authorized to execute*

*the Ordinance.) (Presentation by Tim Gleason City Manager, 5 minutes. Council discussion 10 minutes.)*

ORDINANCE NO. 2018 - 96

AN ORDINANCE ADDRESSING THE PAYMENT OF ACCRUED SICK LEAVE FOR GRANDFATHERED EMPLOYEES TO LIMIT ARTIFICIAL PENSION INCREASES

**Motion by Alderman Black and seconded by Alderman Bray that the Ordinance Addressing the Payment of Accrued Sick Leave for Grandfathered Employees to Limit Artificial Pension Increases, be approved and the Mayor and City Clerk authorized to execute the Ordinance.**

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

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

**Nays: None.**

**Motion carried.**

The following was presented:

Item 8B. Consideration of a Resolution of Financial Commitment and Administration to apply for the Cycle 2019 Safe Routes to School grant, as requested by the Public Works Department. *(Recommend the Resolution of Financial Commitment and Administration to apply for the Cycle 2019 Safe Routes to School grant be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager. Presentation by Jim Karch, Public Works Director 5 minutes, and brief remarks by Dr. Barry Reilly, Bloomington Public Schools District 87 School District, 3 minutes. Council discussion 5 minutes)*

RESOLUTION NO. 2018 - 57

A RESOLUTION OF FINANCIAL COMMITMENT AND ADMINISTRATION TO APPLY FOR THE CYCLE 2019 SAFE ROUTES TO SCHOOL GRANT

**Motion by Alderman Schmidt and seconded by Alderman Painter that the Resolution of Financial Commitment and Administration to apply for the Cycle 2019 Safe Routes to School grant 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, Painter, Mwilambwe, Buragas, Hauman, Sage, Black, Bray, and Schmidt.

**Nays:** None.

**Motion carried.**

The following was presented:

Item 8C. Consideration of (a) an Ordinance amending the Fiscal Year 2019 Budget to allocate funds to the Solid Waste Fund and (b) the Purchase of one (1) year of Routeware Premium solid waste route optimization software with hardware and software support, going live on December 10, 2018, from Routeware, Inc. of Portland, Oregon, using HGACBuy (exp. 2/28/19), in the amount of \$103,358, as requested by the Public Works Department. *(Recommend the (a) Ordinance amending the Fiscal Year 2019 Budget to allocate funds to the Solid Waste Fund and (b) Purchase of one (1) year of Routeware Premium solid waste route optimization software with hardware and software support, going live on December 10, 2018, from Routeware, Inc. of Portland, OR, using HGACBuy, in the amount of \$103,358, be approved, (c) the Mayor and City Clerk be authorized to execute the necessary documents, and (d) the Procurement Manager be authorized to issue a Purchase Order.) (Brief overview by Tim Gleason. Presentation by Jim Karch, Public Works Director 5 minutes. Council discussion 5 minutes.)*

ORDINANCE NO. 2018 - 97

AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

Motion by Alderman Hauman and seconded by Alderman Mwilambwe that the (a) Ordinance amending the Fiscal Year 2019 Budget to allocate funds to the Solid Waste Fund and (b) Purchase of one (1) year of Routeware Premium solid waste route optimization software with hardware and software support, going live on December 10, 2018, from Routeware, Inc. of Portland, OR, using HGACBuy, in the amount of \$103,358, be approved, (c) the Mayor and City Clerk be authorized to execute the necessary documents, and (d) the Procurement Manager be authorized to issue a Purchase Order.

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

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

**Nays:** None.

**Motion carried.**

The following was presented:

Item 8D. Consideration of a Contract with Stark Excavating, Inc. for construction of Miller Park Zoo additional parking and concessions (Bid #2019-15) in the amount of \$1,058,924, as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend the Contract with Stark Excavating, Inc., in the amount of \$1,058,924, for construction services provided for the Miller Park Zoo additional parking and concessions be approved, and the City Manager and City Clerk be authorized to execute the contract.) (Brief Overview by Tim Gleason, City Manager. Presentation by Jay Tetzloff, Director of Parks, Recreation, and Cultural Arts, 10 minutes, City Council discussion, 10 minutes.)*

Motion by Alderman Schmidt and seconded by Alderman Painter that the Contract with Stark Excavating, Inc., in the amount of \$1,058,924, for construction services provided for the Miller Park Zoo additional parking and concessions be approved, and the City Manager and City Clerk be authorized to execute the contract.

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

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

**Nays:** None.

**Motion carried.**

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

Mr. Gleason presented the stated the lightbulbs for the Chambers are on order and look to have those installed by the next meeting. He provided an overview of the activities that are occurring in and around the community, and deferred to Scott Rathbun, Finance Director who provided a monthly update of the city's finances.

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

Mayor Renner stated that he and Alderman Hauman had attended the McLean County Leadership Poverty Simulation event that simulates poverty, as it was an eye-opening event. He encouraged others to attend next year. He thanked Alderman Schmidt for joining him in attending the Wayman African Methodist Episcopal Church 175<sup>th</sup> Anniversary celebration on Sunday, October 21.

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

Alderman Black stated he would not be in attendance at the November 13, 2018 Council Meeting.

### **Executive Session**

#### **A. Personnel -Section 2(c)(1) of 5 ILCS 120/2**

Mayor Renner asked for a motion to go into an Executive Session for the purpose of Personnel -Section 2(c)(1) of 5 ILCS 120/2 specifically to discuss the performance of specific employees.

**Motioned by Alderman Bray second by Alderman Hauman to enter into a Closed Session Meeting for the purpose of per Section 2(c)(1) of 5 ILCS 120/2.**

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

**Nays: None**

**Motion Carried.**

### **Adjourn Closed Session**

Mayor Renner asked for a motion to adjourn the Closed Session Meeting.

**Motion by Alderman Painter seconded by Alderman Schmidt to adjourn the Closed Session Meeting and return to Open Session.**

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

**Nays: None**

**Motion Carried.**

### **Return to Open Session and Adjourn Meeting**

Mayor Renner asked for a motion to return to the Open Session Meeting.

**Motion by Alderman Black seconded by Alderman Mathy to return to the Open Session Meeting and adjourn. The meeting adjourned at 8:31 pm.**

Motion Carried (Viva Voce).

Respectfully submitted,

Cherry L. Lawson  
C.M.C., City Clerk



**CONSENT AGENDA ITEM: 7B**

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Finance

**SUBJECT:** Consideration of approving Bills, Payroll, and Electronic Transfers in the amount of \$8,120,795.60.

**RECOMMENDATION/MOTION:** The Bills, Payroll, and Electronic Transfers be allowed in the amount of \$8,120,795.60, 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 \$8,120,795.60 (Payroll total \$2,965,961.71, Accounts Payable total \$3,941,704.74, and Electronic Transfers total \$1,213,129.15).

Respectfully submitted for Council consideration.

Prepared By: Frances Watts, Accounts Payable

Reviewed By: Scott Rathbun, Finance Director

Recommended By:

A handwritten signature in black ink, appearing to read "T. Gleason", written over a horizontal line.

Tim Gleason  
City Manager

**Attachment:**

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



**CITY OF BLOOMINGTON FINANCE REPORT**

**Council of November 13, 2018**

**PAYROLL**

<b>Date</b>	<b>Gross Pay</b>	<b>Employer Contribution</b>	<b>Totals</b>
10/19/2018	\$ 223,895.41	\$ 78,284.56	\$ 302,179.97
10/25/2018	\$ 1,476,026.15	\$ 384,754.50	\$ 1,860,780.65
10/26/2018	\$ 229,874.84	\$ 77,257.05	\$ 307,131.89
11/2/2018	\$ 220,661.37	\$ 76,413.10	\$ 297,074.47
11/22/2018-10/29/2018 Off Cycle Adjustments	\$ 187,703.41	\$ 11,091.32	\$ 198,794.73
<b>PAYROLL GRAND TOTAL</b>			<b>\$ 2,965,961.71</b>

**ACCOUNTS PAYABLE (WIRES)**

<b>Date</b>	<b>Bank</b>	<b>Total</b>
11/13/2018	AP General	\$ 3,729,139.93
	AP JM Scott	
11/13/2018	AP Comm Devel	\$ 70,512.96
	AP IHDA	
11/13/2018	AP Library	\$ 61,374.30
11/13/2018	AP MFT	\$ 16,704.13
10/24/2018-10/25/2018	Out of Cycle	\$ 63,973.42
10/19/2018-11/06/2018	AP Bank Transfers	\$ 1,213,129.15
<b>AP GRAND TOTAL</b>		<b>\$ 5,154,833.89</b>

**PCARDS**

<b>Date Range</b>	<b>Total</b>
<b>PCARD GRAND TOTAL</b>	
<b>TOTAL</b>	
	<b>\$ 8,120,795.60</b>

Respectfully,

**F. Scott Rathbun**  
Finance Director



## CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Administration

**SUBJECT:** Consideration of a Resolution Approving Appointments and Reappointments to the John M. Scott Health Care Commission with appointments to include Deb Halperin; the Reappointment of Holly Ambuehl, Susan Grant, John Couillard, Donna Hartweg, Deb Skillrud and Scott Hamilton, as well as the Appointment of Jennifer Toney to serve as Staff Administrator to the John M. Scott Health Care Commission

**RECOMMENDATION/MOTION:** The Resolution Approving Appointments to the JM Scott Commission, be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** Per John M. Scott Trust and Article III, Section 1(A), of the John M. Scott Health Care Commission By-Laws as approved by the Eleventh Judicial Circuit Court of McLean County on July 2, 2018, the John M. Scott Health Care Commission is comprised of (11) eleven members who are residents of McLean County or individuals employed in said county and have the necessary professional skills to address the various health care needs of the underserved population of McLean County. The Commission must include at least five (5) health care professionals from multiple disciplines as well as experts in finance, grant administration, and the healthcare of the underserved population. Two (2) of the health care disciplines must include primary care and mental health. One (1) member also must be appointed to represent Second Presbyterian Church of Bloomington, following recommendation by the Elders of said church. The Trustee may also appoint one (1) member to represent the Township Supervisor of the City of Bloomington or other designee to represent McLean County Township Supervisors.

Per the Trust and Article II, Section 3(A), of the John M. Scott Health Care Commission By-Laws, one of the responsibilities of the Commission is to make recommendations on Commission appointments. The Bloomington City Council, acting in its role as Trustee of the Trust, makes the final determination on appointments which are done by adoption of a resolution. Finally, Article III, Section 6(B), of the John M. Scott Health Care Commission By-Laws states a staff administrator shall be

appointed by the Trustee to act as primary administrative resource to the Commission.

In accordance with the Trust and By-Laws, the Commission has recommended the individuals set forth below be appointed to the Commission. Terms of the appointments were drawn and assigned randomly. The proposed appointments include the following:

- (1) Deb Halperin to the John M. Scott Health Care Commission. Deb will be appointed to fulfill one of the positions with an expertise in grant administration. She will be serving a three-year term which will be effective 11-13-18 and will expire 4-30-21. Application is on file in the Administration Office.
- (2) Deb Skillrud to the John M. Scott Health Care Commission. Deb will be reappointed to represent the Township Supervisor of the City of Bloomington or other designee to represent McLean County Township Supervisors. Deb will be serving an initial two-year term which will be effective 11-13-18 and will expire 4-30-20. Application is on file in the Administration Office.
- (3) Holly Ambuehl to the John M. Scott Health Care Commission. Holly will be reappointed to fulfill one of the positions with an expertise in grant administration. She will be serving a three-year term which will be effective 11-13-18 and will expire 4-30-21. Application is on file in the Administration Office.
- (4) Susan Grant to the John M. Scott Health Care Commission. Susan will be reappointed to fulfill one of the five health care professionals with an expertise in the healthcare of the underserved population. Susan will be serving a three-year term which will be effective 11-13-18 and will expire 4-30-21. Application is on file in the Administration Office.
- (5) John Couillard to the John M. Scott Health Care Commission. John will be reappointed to fulfill one of the five health care professional positions and will be serving a three-year term which will be effective 11-13-18 and will expire 4-30-21. Application is on file in the Administration Office.
- (6) Donna Hartweg to the John M. Scott Health Care Commission. Donna will be reappointed to fulfill one of the five health care professionals with an expertise in grant administration. She will be serving an initial two-year term which will be effective 11-13-18 and will expire 4-30-20. Application is on file in the Administration Office.
- (7) Scott Hamilton to the John M. Scott Health Care Commission. Scott will be reappointed to fulfill one of the five health care professionals with an expertise in mental health. He will be serving an initial two-year term which will be

effective 11-13-18 and will expire 4-30-20. Application is on file in the Administration Office.

The Commission is recommending Jennifer Toney to the Staff Administrator position to the John M. Scott Health Care Commission.

Per Article III, Section 2(B), of the John M. Scott Health Care Commission By-Laws the following current members will continue on the Commission to complete their current terms.

- (1) Brandi Sweeney is fulfilling one of the five health care professionals with an expertise in finance. She is currently serving a three-year term which was effective 5-1-17 and will expire 4 30-20.
- (2) James Swanson is fulfilling one of the five health care professionals with an expertise in primary care. He is currently serving a three-year term which was effective 5-1-16 and will expire 4 30-19.

John M. Scott Health Care Commission. Jennifer Toney to the Staff Administrator position to the John M. Scott Health Care Commission.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The applications have been reviewed by the John M. Scott Health Care Commission and are recommended for appointment.

FINANCIAL IMPACT: Not applicable.

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

Attachments:

- Roster

RESOLUTION NO. 2018 - \_\_\_\_\_

**A RESOLUTION APPROVING APPOINTMENTS  
TO THE JOHN M. SCOTT HEALTH CARE COMMISSION**

WHEREAS, Article III, Section 1(A), of the John M. Scott Health Care Commission By-Laws as approved by the Eleventh Judicial Circuit Court of McLean County on July 2, 2018, states the John M. Scott Health Care Commission shall be comprised of eleven (11) members who are residents of McLean County or individuals employed in said county and have the necessary professional skills to address the various health care needs of the underserved population of McLean County. The Commission shall include at least five (5) health care professionals from multiple disciplines as well as experts in finance, grant administration, and the health care of the underserved population. Two (2) of the health care disciplines shall include primary care and mental health. One (1) member also shall be appointed to represent Second Presbyterian Church of Bloomington, following recommendation by the Elders of said church. The Trustee may also appoint one (1) member to represent the Township Supervisor of the City of Bloomington or other designee to represent McLean County Township Supervisors; and

WHEREAS, Article III, Section 2(B), of the John M. Scott Health Care Commission By-Laws states current members may continue on the Commission to complete their current terms and serve for additional terms with Trustee reappointment; and

WHEREAS, Article III, Section 6(A), of the John M. Scott Health Care Commission By-Laws states the Bloomington City Council acting in its role as Trustee of the Trust shall appoint by Resolution the members of the Commission; and

WHEREAS, Article III, Section 6(B), of the John M. Scott Health Care Commission By-Laws states a staff administrator shall be appointed by the Trustee to act as primary administrative resource to the Commission.

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

Per Article II, Section 3(A), of the John M. Scott Health Care Commission By-Laws, the Commission shall make recommendations on appointments to the Trustee. The Commission has made the following recommendations on appointments:

Holly Ambuehl to the John M. Scott Health Care Commission. Holly will be reappointed to fulfill one of the positions with an expertise in grant administration. She will be serving a three-year term which will be effective 11-13-18 and will expire 4-30-21.

Deb Halperin to the John M. Scott Health Care Commission. Deb will be reappointed to fulfill one of the positions with an expertise in grant administration. She will be serving a three-year term which will be effective 11-13-18 and will expire 4-30-21.

Donna Hartweg to the John M. Scott Health Care Commission. Donna will be reappointed to fulfill one of the five (5) health care professional positions with an expertise in grant administration. She will be serving an initial two-year term which will be effective 11-13-18 and will expire 4-30-20.

Deb Skillrud to the John M. Scott Health Care Commission. Deb will be reappointed to represent the Township Supervisor of the City of Bloomington or other designee to represent McLean County Township Supervisors. Deb will be serving an initial two-year term which will be effective 11-13-18 and will expire 4-30-20.

Susan Grant to the John M. Scott Health Care Commission. Susan will be reappointed to fulfill one of the five (5) health care professional positions with an expertise in the health care of the underserved population. She will be serving a three-year term which will be effective 11-13-18 and will expire 4-30-21.

Scott Hamilton to the John M. Scott Health Care Commission. Scott will be reappointed to fulfill one of the five (5) health care professional positions with an expertise in mental health. He will be serving an initial two-year term which will be effective 11-13-18 and will expire 4-30-20.

John Couillard to the John M. Scott Health Care Commission. John will be reappointed to fulfill one of the five (5) health care professional positions with an expertise in optometry. He will be serving a three-year term which will be effective 11-13-18 and will expire 4-30-21.

and;

Per Article III, Section 6(B), of the John M. Scott Health Care Commission By-Laws the following staff administrator is recommended to be appointed by the Trustee to act as primary administrative resource to the Commission.

Jennifer Toney to the Staff Administrator position to the John M. Scott Health Care Commission.

PASSED this 13<sup>th</sup> day of November 2018.

APPROVED this \_\_\_\_\_ day of November 2018.

CITY OF BLOOMINGTON

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

Tari Renner, Mayor

Cherry L. Lawson, C.M.C., City Clerk



John M. Scott Health Care Commission

Council Approved	Staff/Chair	Title	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
X	Grant Administration		Holly	Ambuehl				holly@mosaiccollective.com	301 W Virginia Avenue	Normal	61761			480-321-7466	
X	Grant Administration		Deb	Halperin				deborah.halperin@gmail.com	1213 E Washington	Bloomington	61701	825-6006			
X	Health Care - Grant Administration	Dr./Co-Chair	Donna	Hartweg	04/30/18	06/22/15	2009	dhartweg@iwu.edu	1608 E Washington	Bloomington	61701			309-531-2509	
X	Health Care - Underserved	Chair	Susan	Grant	04/30/18	06/22/15	2009		200 West Front	Bloomington	61701		888-5464		
X	Health Care - Mental Health	Dr.	Scott	Hamilton	04/30/17	11/24/14	2014	Hamilton.R.Scott@comcast.net	405 Kays Drive, Suite C	Normal	61761		664-3130	706-4641	
X	Health Care - Primary	Dr.	James	Swanson	04/30/19	05/01/16	2005	jimswanson52@gmail.com	1401 Eastland Dr.	Bloomington	61701		663-8311	825-0718	
X	Health Care - Optometry	Dr.	John	Couillard	04/30/17	11/24/14	2008	jcoul6562@aol.com	2404 Northwood Ln.	Bloomington	61704	661-6562			
X	Health Care - Dental (resigned)	Dr.	David	Wyse	04/30/20	11/24/14	2014	dwyse@advocatehealth.com	207 S Prospect Ave	Bloomington	61704		663-6393		
X	Finance		Brandi	Sweeney	04/30/20	05/01/17	2015	brandi.sweeney@advocatehealth.com	P.O. Box 2850	Bloomington	61702		268-5521		
X	Second Presbyterian														
X	Township		Deb	Skillrud				dskillrud@cityblm.org	1102 E Monroe	Bloomington	61701				
	Staff Administrator		Jennifer	Toney				jtoney@cityblm.org							

**Details:**  
 Term: 3 years  
 Term Limit per ByLaws: No more than 3 consecutive terms unless such expertise is unavailable from others at the time as determined by Trustee  
 Members: 11 members  
 Number of members the Mayor appoints: 0  
 Type: Independent  
 City Code:  
 Required by State Statute: No  
 Intergovernmental Agreements: 9/29/09 IGA Dissolved by Resolution 5-14-18 with new Bylaws  
 Funding budgeted from COB for FY2016:  
 Meetings: 2nd Wednesday of each month in the Township Office at 5:30pm

**Appointment/Reappointment Notes:** Residents of McLean County or employed by McLean County. At least 5 health care professionals from multiple disciplines, as well as experts in finance, grant administration, underserved population; two of the healthcare disciplines must include primary care and mental health, one member appointed by 2nd Pres Elders, and Trustee may also appoint one member representing Township Supervisor or McLean County Supervisor. Bloomington Township Trustee is also a member of the Commission. Commission recommends appointments to the Trustee. Commission may appoint ad hoc members to enhance skills required for the work of the committees. Ad hoc members have no voting rights.

**LEGEND:** Green=New Appointments, Gray=Current Members with Non-Expired Terms, Bright Red=Current Vacant Positions



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** City Clerk's Office

**SUBJECT:** Consideration of approving a schedule for Council Meeting and Council related Boards and Commission Meeting dates for the 2019 Calendar Year.

**RECOMMENDATION/MOTION:** That Council approve the 2019 Calendar of Meeting dates for the City Council and Council related Boards and Commissions.

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

**STRATEGIC PLAN SIGNIFICANCE:** (Objective: e/f.) Strong partnership with residents and neighborhood associations, and residents increasingly sharing/taking responsibility for their homes and neighborhoods.

**BACKGROUND:** Each year before the end of the calendar year, the City Clerk's Office in cooperation with other City departments who have a staff liaison for the City Council Boards and Commissions, determine the meeting schedule for the following calendar year. Setting this calendar allows the public and the City to have a predetermined list of dates that the City Council and each appointed Board and/or Commission will meet. Once approved by the City Council, this information will be posted and placed on the City's website calendar. This annual notice must include the meetings of regularly scheduled committees or subcommittees of the board or council, as well as meetings of any formally created advisory groups, per 5 ILCS 120/2.02.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Residents, businesses and others that either attend city meetings or have a vested interest in the conduct of city business.

**FINANCIAL IMPACT:** No impact.

**COMMUNITY DEVELOPMENT IMPACT:** Not applicable.

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

Respectfully submitted for Council consideration.

Prepared by:

Cherry L. Lawson, City Clerk

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

- CLK 1B - 2019 Calendar of Scheduled Meetings.

## 2019 MEETING DATES

<p style="text-align: center;"><b>BLOOMINGTON CITY COUNCIL</b>            2<sup>nd</sup> and 4<sup>th</sup> Monday of Each Month            6 p.m. Prevailing Time            City Hall - Council Chambers and Conference Room  <i>Staff Liaison: Ashley Lara</i></p> <p>01/14/2019    01/28/2019            02/11/2019    02/25/2019            03/11/2019    03/25/2019            04/08/2019    04/22/2019            05/13/2019    <b>05/28/2019 *Tuesday</b>            06/10/2019    06/24/2019            07/08/2019    07/22/2019            08/12/2019    08/26/2019            09/09/2019    09/23/2019            10/14/2019    10/28/2019  <b>*Tuesday 11/12/2019</b>    11/25/2019            12/09/2019    <b>12/16/2019 *3<sup>rd</sup> Monday</b></p>	<p style="text-align: center;"><b>CULTURAL COMMISSION</b>            3<sup>rd</sup> Thursday of Each Month            7:30 a.m. Prevailing Time            Creativity Center - Conference Room            (107 E. Chestnut)  <i>Staff Liaison: James Mack</i></p> <p>01/17/2019            02/21/2019            03/21/2019            04/18/2019            05/16/2019            06/20/2019            07/18/2019            08/15/2019            09/19/2019            10/17/2019            11/21/2019            12/19/2019</p>
<p style="text-align: center;"><b>COMMITTEE OF THE WHOLE</b>            3<sup>rd</sup> Monday of Each Month            6 p.m. Prevailing Time            City Hall - Council Chambers and Conference Room  <i>Staff Liaison: Ashley Lara</i></p> <p><b>*Tuesday 01/22/2019</b>    07/15/2019            02/18/2019    08/19/2019            03/18/2019    09/16/2019            04/15/2019    10/21/2019            05/20/2019    11/18/2019            06/17/2019    <b>No Meeting in December</b></p>	<p style="text-align: center;"><b>LIQUOR COMMISSION</b>            2<sup>nd</sup> Tuesday of Each Month            4 p.m. Prevailing Time            City Hall - Council Chambers and Conference Room  <i>Staff Liaison: Ashley Lara</i></p> <p>01/08/2019    07/09/2019            02/12/2019    08/13/2019            03/12/2019    09/10/2019            04/09/2019    10/08/2019            05/14/2019    <b>11/12/2019 Tuesday*</b>            06/11/2019    12/10/2019</p>
<p style="text-align: center;"><b>ZONING BOARD OF APPEALS</b>            3<sup>rd</sup> Wednesday of Each Month            4 p.m. Prevailing Time            City Hall - Council Chambers  <i>Staff Liaison: Joni Gerard</i></p> <p>01/16/2019    07/17/2019            02/20/2019    08/21/2019            03/20/2019    09/18/2019            04/17/2019    10/16/2019            05/15/2019    11/20/2019            06/19/2019    12/18/2019</p>	<p style="text-align: center;"><b>CITIZEN'S BEAUTIFICATION COMMITTEE</b>            3<sup>rd</sup> Thursday of Each Month            6 p.m. Prevailing Time            BPD - Osborn Room  <i>Staff Liaison: Robert Moews</i></p> <p>01/17/2019    07/18/2019            02/21/2019    08/15/2019            03/21/2019    09/19/2019            04/18/2019    10/17/2019            05/16/2019    11/21/2019            06/20/2019    <b>No Meeting in December</b></p>
<p style="text-align: center;"><b>HISTORIC PRESERVATION</b>            3<sup>rd</sup> Thursday of Each Month            5 p.m. Prevailing Time            City Hall - Council Chambers  <i>Staff Liaison: Joni Gerard</i></p> <p>01/17/2019    07/18/2019            02/21/2019    08/15/2019            03/21/2019    09/19/2019            04/18/2019    10/17/2019            05/16/2019    11/21/2019            06/20/2019    12/19/2019</p>	<p style="text-align: center;"><b>BLOOMINGTON TOWNSHIP BOARD OF TRUSTEES</b>            4<sup>th</sup> Monday of Each Month            5:45 p.m. Prevailing Time            City Hall - Council Chambers and Conference Room  <i>Staff Liaison: Cherry Lawson</i></p> <p>01/28/2019    07/22/2019            02/25/2019    08/26/2019            03/25/2019    09/23/2019            Annual Mtg. 04/09/2019    10/28/2019                              04/22/2019    11/25/2019  <b>*Tuesday 05/28/2019</b>    <b>12/16/2019 *3<sup>rd</sup> Monday</b>            06/24/2019</p>

## 2019 MEETING DATES

<p style="text-align: center;"><b>FIRE AND POLICE COMMISSION</b>            1<sup>st</sup> Tuesday of Each Month            4 p.m. Prevailing Time            City Hall - Council Chambers and Conference Room  <i>Staff Liaison: Niki Richards</i></p> <p>*2<sup>nd</sup> Tuesday 01/08/2019 07/02/2019            02/05/2019 08/06/2019            03/05/2019 09/03/2019            04/02/2019 10/01/2019            05/07/2019 11/05/2019            06/04/2019 12/10/2019 *2<sup>nd</sup> Tuesday</p>	<p style="text-align: center;"><b>JAPAN SISTER CITY COMMITTEE (TBD)</b>            1<sup>st</sup> Monday of Each Month            6:30 p.m. Prevailing Time            CIRA - 2<sup>nd</sup> Floor Conference Room #1/2  <i>Staff Liaison: Darren Sampson</i></p> <p>01/07/2019 07/08/2019 *2<sup>nd</sup> Monday            02/04/2019 08/05/2019            03/04/2019 09/09/2019 *2<sup>nd</sup> Monday            04/01/2019 10/07/2019            05/06/2019 11/04/2019            06/03/2019 12/02/2019</p>
<p style="text-align: center;"><b>BUILDING BOARD OF APPEALS (TENTATIVE)</b>            Bi-Annually on the 1<sup>st</sup> Tuesday of the Month as Needed            1:30 p.m. Prevailing Time            City Hall - Council Chambers  <i>Staff Liaison: Bob Mahrt</i></p> <p>06/04/2019 12/03/2019</p>	<p style="text-align: center;"><b>PROPERTY MAINTANCE BOARD</b>            4<sup>th</sup> Thursday January, April, July &amp; October            4 p.m. Prevailing Time            City Hall - Council Chambers  <i>Staff Liaison: Carey Snedden</i></p> <p>01/24/2019 07/25/2019            04/25/2019 10/24/2019</p>
<p style="text-align: center;"><b>TRANSPORTATION COMMISSION</b>            3<sup>rd</sup> Tuesday of Each Month            4 p.m. Prevailing Time            City Hall - Council Chambers and Conference Room  <i>Staff Liaison: Phil Allyn</i></p> <p>01/15/2019 07/16/2019            02/19/2019 08/20/2019            03/19/2019 09/17/2019            04/16/2019 10/15/2019            05/21/2019 11/19/2019            06/18/2019 12/17/2019</p>	<p style="text-align: center;"><b>HUMAN RELATIONS COMMISSION</b>            2<sup>nd</sup> Wednesday of Each Month            5 p.m. Prevailing Time            City Hall - Council Chambers and Conference Room  <i>Staff Liaison: Michael Hurt</i></p> <p>01/09/2019 07/10/2019            02/13/2019 08/14/2019            03/13/2019 09/11/2019            04/10/2019 10/09/2019            05/08/2019 11/13/2019            06/12/2019 12/11/2019</p>
<p style="text-align: center;"><b>PUBLIC SAFETY COMMUNITY RELATIONS BOARD (MTHLY)</b>            2<sup>nd</sup> Wednesday of Each Month            3:30 p.m. Prevailing Time            Location Varies  <i>Staff Liaison: Nora Dukowitz</i></p> <p>01/09/2019 07/10/2019            02/13/2019 08/14/2019            03/13/2019 09/11/2019            04/10/2019 10/09/2019            05/08/2019 11/13/2019            06/12/2019 12/11/2019</p>	<p style="text-align: center;"><b>PLANNING COMMISSION</b>            2<sup>nd</sup> and 4<sup>th</sup> Wednesday of Each Month            4 p.m. Prevailing Time            City Hall - Council Chambers  <i>Staff Liaison: Katie Simpson</i></p> <p>01/09/2019 01/23/2019            02/13/2019 02/27/2019            03/13/2019 03/27/2019            04/10/2019 04/24/2019            05/08/2019 05/22/2019            06/12/2019 06/26/2019            07/10/2019 07/24/2019            08/14/2019 08/28/2019            09/11/2019 09/25/2019            10/09/2019 10/23/2019            11/13/2019 12/11/2019</p>
<p style="text-align: center;"><b>PUBLIC SAFETY COMMUNITY RELATIONS BOARD (QTRLY)</b>            6 p.m. Prevailing Time            Location Varies</p> <p>03/20/2018 09/18/2018            06/19/2018 12/18/2018</p>	

## 2019 MEETING DATES

<p><b>POLICE PENSION FUND (FY 05/18 - 04/19)</b>            3<sup>rd</sup> Tuesday of Each Month            3 p.m. Prevailing Time            BPD - Osborn Room  <i>Staff Liaison: Scott Rathbun</i>            05/15/2018 11/20/2018            06/19/2018 12/18/2018            07/17/2018 01/15/2019            08/21/2018 02/19/2019            09/18/2018 03/19/2019            10/16/2018 04/16/2019</p>	<p><b>BLOOMINGTON LIBRARY BOARD OF TRUSTEES</b>            Quarterly on the 3<sup>rd</sup> Monday            4 p.m. Prevailing Time            Fire Station 6 - 4040 E. Oakland Avenue  <i>Staff Liaison: Scott Rathbun</i>            01/18/2019            04/19/2019            07/19/2019            10/18/2019</p>
<p><b>FOREIGN FIRE INSURANCE BOARD</b>            2<sup>nd</sup> Wednesday of Each Month            8 a.m. Prevailing Time            Headquarters Fire Station Training Room  <i>Staff Liaison: Chief Mohr</i>            01/09/2019 07/10/2019            02/13/2019 08/14/2019            03/13/2019 09/11/2019            04/10/2019 10/09/2019            05/08/2019 11/13/2019            06/12/2019 12/11/2019</p>	<p><b>BLOOMINGTON LIBRARY BOARD OF TRUSTEES</b>            3<sup>rd</sup> Tuesday of Each Month            5:30 p.m. Prevailing Time            Bloomington Public Library - Wetzel Reading Room  <i>Staff Liaison: Caprice Prochnow</i>            01/15/2019 07/16/2019            02/19/2019 02/20/2019            03/19/2019 09/17/2019            04/16/2019 10/15/2019            05/21/2019 11/19/2019            06/18/2019 12/17/2019</p>



## CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Fire Department

**SUBJECT:** Consideration of approving the purchase of 25 sets of Personal Protective Equipment - Firefighter Turnout Gear as requested by the Fire Department.

**RECOMMENDATION/MOTION:** The Fire Department recommends the purchase of Twenty-Five (25) complete sets (jacket and pants) of Globe Custom GXtreme 3.0 Firefighter Turnout Gear be purchased utilizing the National Purchasing Partners - Government (NPPGov) program (expires 02/17/2020) from Municipal Emergency Services, Inc. (MES), Deerfield, IL be approved, in the amount of \$69,868.75, the City Manager authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.

**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:** Council authorized the purchase of turnout gear as part of the FY 2019 budget. The Fire Department needs to provide protective turnout gear to the recently on-boarded probationary firefighter/paramedics and replacement gear for existing fire suppression personnel.

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.

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 in 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:** Not applicable

**FINANCIAL IMPACT:** The total cost for the Firefighter Turnout Gear is \$69,868.75 which has been budgeted in Fire - Protective Wear (10015210 - 62191). Stakeholders can locate this in the FY 2019 Budget Book titled "Budget Overview & General Fund on page 258.

**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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:





Tim Gleason  
City Manager

**Attachments:**

- BFD 1B EXHIBIT MES NPP Quote, dated 10/04/2018
- BFD 1C EXHIBIT Intergovernmental Cooperative Agreement
- BFD 1D EXHIBIT RFP-FIREFIGHTING-EQUIPMENT-16051
- BFD 1E EXHIBIT MPA-MES-Firefighting-Equipment-16051



124 East First Street  
Deer Creek, IL 61733

# Quote

**Date** 10/4/2018  
**Quote #** QT1209400  
**Expires** 11/3/2018  
**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,IL SPECS AND GLOBE QUOTE	25	1,570.00	39,250.00
Globe GXtreme 3.0 Pant	257N2-G		257N2-G Custom Globe GXtreme 3.0 Pant GLOBE GXT 3.0 PANT PER BLOOMINGTON IL SPEC AND GLOBE QUOTE	25	1,222.75	30,568.75

**Subtotal** 69,818.75  
**Shipping Cost (FedEx Ground)** 50.00  
**Total** \$69,868.75

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.



QT1209400

## **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.

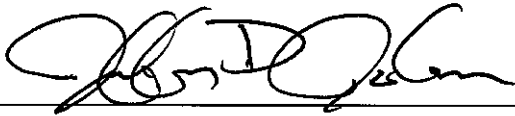
**THIS INSTRUMENT HAS BEEN EXECUTED IN TWO OR MORE ORIGINALS BY EXECUTION AND ATTACHMENT OF "THE LEAD CONTRACTING AGENCY ENDORSEMENT AND AUTHORIZATION" OR "PARTICIPATING AGENCY ENDORSEMENT AND AUTHORIZATION," AS APPLICABLE. ONCE EXECUTED, IT IS THE RESPONSIBILITY OF EACH PARTY TO FILE THIS AGREEMENT 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](mailto: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](http://www.ppa-or.gov), [www.findrfp.com](http://www.findrfp.com) and [www.nppgov.com](http://www.nppgov.com)**

REQUESTS FOR PROPOSALS (RFP's) ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING ONLINE AT [www.ppa-or.gov](http://www.ppa-or.gov), [www.findrfp.com](http://www.findrfp.com) and [www.nppgov.com](http://www.nppgov.com)



# **PUBLIC PROCUREMENT AUTHORITY**

## **FIREFIGHTING EQUIPMENT REQUEST FOR PROPOSAL**

**RFP NUMBER 1605**

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- 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 it’s 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](http://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](mailto: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](http://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](mailto: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](mailto: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.**

<b>Contact Person:</b>		<b>Title:</b>	
<b>Mailing Address:</b>			
<b>City:</b>		<b>State &amp; Zip:</b>	
<b>Email Address:</b>			
<b>Phone #:</b>		<b>Fax #:</b>	
* 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? <b>(leave blank for none)</b>	Number of distribution centers in each state? <b>(leave blank for none)</b>	Number of support locations in each state? <b>(leave blank for none)</b>
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)
<b>FIREFIGHTING EQUIPMENT</b>	
<b>FIREFIGHTING ATTACK TOOLS</b>	
<b>EXTRACTION TOOLS AND SUPPLIES</b>	
<b>RESCUE EQUIPMENT</b>	
<b>FIREFIGHTING AND FIREFIGHTER TRAINING</b>	
<b>HAZARDOUS MATERIAL (HAZ-MAT) EQUIPMENT</b>	
<b>FIRE EXTINGUISHERS</b>	
<b>FIREFIGHTING FOAM</b>	
<b>FIREFIGHTING (MUNICIPAL) HOSES</b>	
<b>FIREFIGHTER AND DEPARTMENTAL PERSONAL APPAREL, BADGES, ACCESSORIES, AND OTHER FIRE DEPARTMENT RELATED ITEMS</b>	
<b>OTHER</b>	

\* 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		
<b>Deemed Fully Responsive</b>	<b>YES</b>	<b>NO</b>
<b>Categorized as Local or National</b>	<b>Local</b>	<b>National</b>

## 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

<b>Component Evaluated</b>	<b>Weight</b>	<b>Possible Points (0-5)</b>	<b>Total Points (Weight x PP)</b>	<b>Evaluator's Comments</b>
<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 &amp; 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:
<b><u>TOTAL</u></b>	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	McCammmon	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:**

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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.

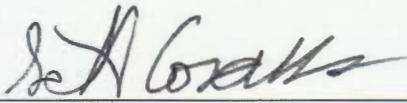
**IN WITNESS WHEREOF**, the parties have hereto signed this Amendment on the day and year first above written.

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](http://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%	
<b>HELMETS</b>				
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%	
<b>GLOVES</b>				
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%	
<b>BOOTS</b>				
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%	
<b>ACCESSORIES</b>				
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
<b>OTHER</b>				
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 <sup>nd</sup> 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](http://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.**



## CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT: FIRE**

**SUBJECT:** Consideration to adopt the Resolution waiving the formal bidding process for the purchase four (4) LifePak 15 Cardiac Monitor/Defibrillators from Physio-Control in the amount of \$93,170.48, as requested by the Fire Department.

**RECOMMENDATION/MOTION:** Recommend approval of a Resolution waiving the formal bidding process and approving the purchase four (4) Cardiac Monitors from Physio-Control in the amount of \$93,170.48, and authorize the Purchasing Agent to issue a Purchase Order.

**STRATEGIC PLAN LINK:** Goal 2: Upgrade City Infrastructure and Facilities

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

**BACKGROUND:** Cardiac Monitors are a highly critical and technical piece of equipment used in providing Emergency Medical Services. Presently, the department uses Physio-Control LifePak 15 Cardiac Monitors which allows our personnel to monitor the different types of cardiac rhythms for diagnosis. This unit can monitor oxygen saturation levels, carbon dioxide levels, and noninvasive blood pressures. In addition to monitoring, the unit allows personnel the ability to provide automatic and manual defibrillation, synchronized cardioversion, and demand or non-demand pacing. These procedures are used on both adults and pediatric patients. It is essential that this piece of equipment be maintained and in service at all times. Advanced Life Support (ALS) vehicles cannot remain in service without this piece of equipment functioning properly in accordance with Illinois Department of Public Health (IDPH) rules.

The purchase of this additional LifePak 15 Cardiac Monitor will allow the Fire Department to remove a current cardiac monitor that has passed its life cycle. The Fire Department uses Physio-Control Cardiac Monitors in all its Intermediate and ALS units. Staff is requesting the purchase of this brand of monitor to ensure that all units are of like design and function. In emergency situations, the familiarity with equipment is of extreme importance to ensure a positive outcome and avoid confusion between differing devices.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** Funds have been allocated for the FY 2019 Budget in the FY 2019 General Fund Capital Assets -Capital Outlay Machinery & Equipment account (40110139-72140). Inadvertently, in the FY 2019 printed budget books, the item was listed as four (4) Stryker Power Cot Load Systems at \$100,000 instead of the purchase of four (4) LifePak 15 Cardiac Monitor/Defibrillators costing \$100,000. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds and Capital Improvement Adopted" on pages 83 and 86. The savings compared to budget in the capital lease for these items is \$6,829.52.

**COMMUNITY DEVELOPMENT IMPACT:** *(If applicable)* N/A

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** *(If applicable)* N/A

Respectfully submitted for Council consideration.

Prepared By: Eric Vaughn, Deputy Chief of Administration

Reviewed By: Brian M. Mohr, Fire Chief

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Water/Community Dev. Review By: (Name, Title) (Fill in once reviewed)

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- BFD 2B EXHIBIT Physio Control Cardiac Monitor Quote 10-2018
- BFD 2C RESOLUTION Physio Control Cardiac Monitors 11132018



**Physio-Control, Inc**  
 11811 Willows Road NE  
 P.O. Box 97006  
 Redmond, WA 98073-9706 U.S.A.  
 www.physio-control.com  
 tel 800.442.1142  
 Sales Order fax 800.732.0956  
 Service Plan fax 800.772.3340

To CITY OF BLOOMINGTON FIRE HQ  
 Attn: Michael Fry, EMS Shift Supervisor  
 310 N LEE ST  
 BLOOMINGTON,IL 61701  
 (309) 434-2634  
[mfry@cityblm.org](mailto:mfry@cityblm.org)

Quote Number 00147233  
 Revision # 1  
 Created Date 10/22/2018  
 Sales Consultant Steven Schmidt  
 847-636-0802  
[steven.schmidt@stryker.com](mailto:steven.schmidt@stryker.com)  
 FOB Destination  
 Terms All quotes subject to credit approval and the following terms and conditions  
 NET Terms NET 30

Contract FSS Contract V797D-30038 Expiration Date 1/16/2019

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11160-000011	NIBP Cuff-Reusable, Infant	4.00	22.00	-7.68	14.32	57.28
11160-000013	NIBP Cuff-Reusable, Child	4.00	25.00	-8.42	16.58	66.32
11160-000017	NIBP Cuff -Reusable, Large Adult, Bayonet	4.00	34.00	-11.39	22.61	90.44
11160-000019	NIBP Cuff-Reusable, Adult X Large	4.00	49.00	-15.08	33.92	135.68
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	4.00	640.00	-194.10	445.90	1,783.60
11171-000050	Rainbow DCIP Pedi Reusable Sensor, 1/box	4.00	705.00	-177.00	528.00	2,112.00
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	4.00	59.00	-10.62	48.38	193.52
11260-000039	LIFEPAK 15 Carry case back pouch	4.00	84.00	-15.12	68.88	275.52
11577-000002	LIFEPAK 15 Basic carry case w/right & left pouches; shoulder strap (11577-000001) included at no additional charge when case ordered with a LIFEPAK 15 device	4.00	327.00	-58.86	268.14	1,072.56
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	8.00	479.00	-185.03	293.97	2,351.76
21996-000086	3G Modem (Verizon, customer needs data plan)	4.00	1,205.00	-216.90	988.10	3,952.40
99577-001957	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, IN-SERVICE DVD - 21330-001486, SERVICE MANUAL CD- 26500-003612 (one per order) and SHIP KIT (RC Cable) 41577-000288 INCLUDED. HARD PADDLES, BATTERIES AND CARRYING CASE NOT INCLUDED.	4.00	35,660.00	-8,890.15	26,769.85	107,079.40
Trade-in product	Trade in of LIFEPAK 15 - 4-5 Feature towards the purchase of Lifepak 15	4.00	0.00	0.00	-6,500.00	-26,000.00

Subtotal	USD 93,170.48
Estimated Tax	USD 0.00
Estimated Shipping & Handling	USD 0.00

Current Sales Tax Rates will be applied at the time of Invoice and tax rate is based on the Ship To location

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Grand Total	USD 93,170.48
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**Pricing Summary Totals**

List Price Total	USD 159,072.00
Total Contract Discounts Amount	USD -38,695.52
Total Discount	USD -1,206.00
Trade In Discounts	USD -26,000.00
Tax + S&H	USD 0.00

**GRAND TOTAL FOR THIS QUOTE**  
USD 93,170.48

Please provide a company issued Purchase Order that includes Billing and Shipping Address.  
PO must reference payment terms of Net 30 days.

**- OR -**

**Required information if no Purchase Order is provided**

<b>Billing Address</b> <input type="checkbox"/> same as address on quote Account Name _____ Address _____ City _____ State _____ Zip Code _____	<b>Shipping Address</b> <input type="checkbox"/> same as Billing Address Account Name _____ Address _____ City _____ State _____ Zip Code _____
<b>Accounts Payable Contact Information</b> Accounts Payable Contact _____ Accounts Payable Email _____	Accounts Payable Phone Number _____ Customer is Tax Exempt? <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Authorized Customer Signature</b> Name _____ Title _____	Signature _____ Date _____

**Optional information:**

Special Ship to Address \_\_\_\_\_

Comments \_\_\_\_\_

For Multiple End Users, please attach a supporting document with End User name, physical location, product type and quantity

**General Terms for all Products, Services and Subscriptions.**

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

**Pricing.** Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

**Payment.** Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

**Minimum Order Quantity.** Physio reserves the right to charge a service fee for any order less than \$200.00.

**Patent Indemnity.** Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

**Limitation of Interest.** Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

**Delays.** Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

**Limited Warranty.** Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

**Compliance with Confidentiality Laws.** Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

**Compliance with Law.** The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

**Regulatory Requirement for Access to Information.** In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

**No Debarment.** Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

**Choice of Law.** The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

**Additional Terms for Purchase and Sale of Products.**

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

**Delivery.** Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

**Inspections and Returns.** Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

**No Resale.** Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

RESOLUTION NO. 2018 - \_\_\_\_\_

**A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF FOUR (4) LIFEPAK15 CARDIAC MONITORS/DEFIBRILLATORS**

WHEREAS, the City has found that Physio-Control is a single source distributor of the LifePak15 Cardiac Monitor/Defibrillator; and

WHEREAS, cardiac monitors are highly critical and technical pieces of equipment used by emergency medical services to monitor heart rhythms, oxygen saturation and carbon dioxide levels, and blood pressures for diagnosis purposes, and allow for automatic and manual defibrillation, synchronized cardioversion as well as demand or non-demand pacing; and

WHEREAS, allowing the City to purchase four (4) Physio-Control LifePak15 monitors for \$93,170.48 will ensure operational consistency on all Fire Department medical response units.

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 bid provisions of the City Code waived, and City Manager, or designated representatives, are authorized to purchase the Physio-Control LifePak15 monitors and to execute any necessary documents to effectuate the purchase.

PASSED this 13<sup>th</sup> day of November, 2018.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 201\_\_\_\_.

CITY OF BLOOMINGTON

ATTEST:

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

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



## CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Facilities

**SUBJECT:** Consideration of the Purchase of one (1) Zamboni 552AC Ice Resurfacer from Frank J. Zamboni & Co., Inc., of Paramount, CA, for the scheduled replacement of ice resurfacing equipment, using the Sourcewell contract, in the amount of \$123,130.40, and authorization to trade in the prior Zamboni, as requested by Facilities Management.

**RECOMMENDATION/MOTION:** The Purchase of one (1) Zamboni 552AC Ice Resurfacer from Frank J. Zamboni & Co., Inc., of Paramount, CA, for the scheduled replacement of ice resurfacing equipment, using the Sourcewell contract (Contract #03011-FZC, exp. 4/14/2021), in the amount of \$123,130.40, be approved, the Procurement Manager be authorized to issue a purchase order, and City Staff be authorized to trade in the 2006 Zamboni 540 for a credit of \$24,500 with the purchase.

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

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

**BACKGROUND:** Facilities Management is recommending the purchase of one (1) Zamboni 552AC Ice Resurfacer, in the amount of \$123,130.40. The current unit is a 2006 Zamboni 540 Ice Resurfacer that is scheduled for replacement this fiscal year. It is used by staff to maintain the ice surface in a usable and safe environment. When the other Zamboni is down for maintenance, this equipment is used to provide ice resurfacing for both the Grossinger Motors Arena and Pepsi Ice Center. The new unit uses electricity rather than propane, which will improve air quality in the building and reduce fuel costs.



The current unit is 12 years old and currently has 7,526 hours of use. The maintenance cost to date is \$48,884.55. Recent mechanical issues with this unit include the engine electrical, engine fuel system, hydraulic system, engine mechanical, engine cooling system, wash water pump, replace pins and bushings on ice conditioner, and side broom bracket. The old unit will be traded in on the purchase of the new unit, and the City will receive \$24,500.00.



*Current unit*

Sourcewell, formerly known as National Joint Power Alliance (NJPA), is a government agency offering competitively solicited contracts for use by education, government, and nonprofits. Cooperative contracts mean volume discounts. The City has been a member for several years and has made a number of purchases through them over the years.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A**

**FINANCIAL IMPACT:** The budget amount of \$128,750.00 is included in the FY 2019 Adopted Budget under the Capital Lease-Capital Outlay Equipment Other Office (40110139-72140) account. Stakeholders can locate this in the Budget Book titled "Other Funds & Capital Improvement" on pages 83 and 88. The new unit will cost \$123,130.40, which is \$5,619.60 less than the budgeted amount.

**COMMUNITY DEVELOPMENT IMPACT: N/A**

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

Respectfully submitted for Council consideration.

Prepared By:	Rob Krones, Supt. of Fleet Maintenance Michael Hill, Miscellaneous Technical Assistant
Reviewed By:	Russel Waller, Facilities Manager
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager
Legal Review By:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- FAC 1B PROPOSAL Zamboni Replacement 11132018
- FAC 1C SUPPORTING DOCUMENT Zamboni Replacement 11132018

**FRANK J. ZAMBONI & CO., INC.**

15714 Colorado Avenue  
Paramount, CA 90723-4211  
Phone (562) 633-0751  
Fax (562) 633-9365  
www.zamboni.com

October 15, 2018

Rob Krones  
City of Bloomington  
336 South Main Street  
Bloomington, IL 61701

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**PROPOSAL**

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**MODEL:** Zamboni 552AC

**QUANTITY:** One (1)

**CAPACITY:** Full Size

- Snow Tank  
100 cubic feet (actual volume)  
120 cubic feet (compacted)
- Ice Making Water Tank  
Constructed of High Density Polyethylene  
200 U.S. gallons  
Wash Water Tank (optional)  
Constructed of High Density Polyethylene  
82 U.S. gallons  
Total Water Capacity  
282 U.S. gallons

**ELECTRONIC**

**CONTROLS:** Sevcon® Gen4 AC Motor Controllers

- Sevcon solid state controls provide for infinitely Variable traction speeds, as well as optimum control of the accessory pump operations.
- Sevcon controls offer the latest in electronic technology and provide exact optimized control to achieve outstanding operability. These controls have been proven throughout the world in demanding applications such as forklifts and airport equipment.

**ZAMBONI®**

**ELECTRONIC  
CONTROLS:**  
(Cont'd)

**“On-Board” Diagnostic Features**

- Operator faults, eg. starting in gear or parking brake on
- Faults due to Component failure
- Motor temperature warning

**Sevcon Display**

- Sevcon dash display relays information about the motor controllers
- Full diagnostics with alphanumeric display including fault codes
- Battery Discharge Indicator (BDI) and motor controller hour meters.

**ELECTRIC  
MOTORS:**

- 24 HP (18kW) brushless AC traction motor w/ temperature sensor
- 11 HP (8kW) brushless AC pump motor w/ temperature sensor

**BATTERY &  
CHARGER:**

- 510 Amp Hour heavy-duty industrial type lead acid batteries. Heavy-duty features include a tabular solid plate design and heat bonded jar.
- “Intelligent” charger is microprocessor controlled to provide the best charging sequence in all conditions.

**DRIVETRAIN:**

**Dana/Spicer Axles**

- Front - Model 60, rated 6,400 lb. capacity.
- Rear - Model 60, rated 6,200 lb. capacity and is a rigid, full-float design.
- Because the 552 uses Spicer/Dana axles that are optimized for our chassis, we offer the industry's highest manufacturer approved axle capacities.

**DRIVETRAIN:**

- Our chassis/axle combination is the key to the Zamboni 552 having a turning radius of 16 feet, a full 3 feet tighter than most other machines.

**Transfer Case**

- Rugged cast iron housing for rigid gear and bearing support. Heat-treated alloy steel gears are helical cut for greater strength and lower noise.
- Traction drive motor is directly-mounted to the housing for long shaft life.

**Chassis**

- 2" X 5" structural steel tubing for high strength and long service.

**HYDRAULICS:**

**Pump and Motor**

- Gear-type for high efficiency, flow and speed. This design has been proven in many rugged applications and helps to continue Zamboni's reputation for the best conveyor performance in the industry.

**Steering Pump**

- The use of a hydraulic steering system provides very smooth power steering with little effort.

**Filtration and Tank**

- Parker 10 micron hydraulic filter ensures a clean environment for all hydraulic components.
- Large 21 gallon tank enhances hydraulic fluid travel to rid the oil of entrapped air and increase heat dissipation.

**SNOW TANK  
AND AUGERS:**

- Large snow capacity and tank design provides all areas of the snow tank to be completely filled, even the top and rear corners.
- Both 10 inch large diameter augers are double-flighted to ensure good performance even during heavy shaving and the augers are powder coated for durability.

**CONDITIONER:**

- Zamboni Ice Resurfacers have a well-deserved reputation for producing the finest sheet of ice, even after many years of being in use.
- A unique design of spring and hydraulic down pressure is used for superior shaving results.
- Performance will continue for the life of the machine by using replaceable bushings and springs.

**HUMAN  
ENGINEERING:**

- The operation of the 552 is very simple. The operator selects the travel direction, then drives the machine with a foot control. Because the conveyors are independent of vehicle speed, the 552 provides full power and speed to the augers at all times, even when slowing for corners.
- Speed is controlled by a single foot pedal. A solid-state electronic actuator provides smooth and responsive acceleration.

**ELECTRONIC  
CONTROLS:**  
(Cont'd)

- Operator compartment has an ergonomic layout and includes a modern steering wheel with spinner knob.
- The MOSFET electronic controls, while securely locked to inhibit unauthorized entry, are conveniently located should service be necessary. The battery is easily accessed through both side doors for routine maintenance checks, even with the snow tank down.
- Wiring and looms are well routed and protected.
- Vertical auger cover reduces noise and provides an aesthetically pleasing look to the rear platform of the machine.

**FACILITY  
ENGINEERING:**

- Zamboni Ice Resurfacers offer unparalleled shaving and snow conveyor performance. A quality sheet of ice is among an arena's primary selling features.
- Zamboni has the tightest turning radius in the industry, enabling operators to resurface deeper into their corners.
- The snow tank on the 552 is designed with a flat bottom and sides, allowing for the snow to slide out with the least amount of residue and at a much lower height. This is important for both dumping indoors as well as outdoors in adverse conditions.
- Polyethylene ice-making water tank is standard. This tank is completely rust free and has a 8" quick access cover for inspection and clean-out.

**MANUFACTURER'S  
STATEMENT:**

The Model 552 is proudly designed and manufactured in Paramount, California by Frank J. Zamboni & Co., Inc., a United States company.

**WARRANTY:**

Twenty Four (24) months or 2,000 hours, parts replacement only.

**SAFETY  
STANDARDS:**

The 552 is engineered to meet or exceed A.N.S.I. safety labelling requirements.

**NJPA  
CONTRACT  
PRICING:**

<b>Zamboni 552AC</b> .....	\$121,650.00
• 510 AH Battery with Charger .....	\$ Included
• Back Up Alarm .....	\$ 680.00
• Board Brush .....	\$ 5,625.00
• Aluminum Wheels .....	\$ Standard
• Wash Water System w/ Poly Tank .....	\$ 4,700.00
• Guide Wheel .....	\$ Standard
• Black Powder Coated Conditioner .....	\$ Standard
• Parking Brake .....	\$ Standard
• Water Level Sight Gauge .....	\$ 270.00
• Conditioner Poly Side Plate .....	\$ Standard
• Snow Tank Light .....	\$ 400.00
• Tire Wash System .....	\$ 1,360.00
• Stainless Steel Water Distribution Pipe .	\$ 385.00
• Viscous Coupling Drive Shaft.....	\$ 1,625.00
• Single Point Watering System for Batteries.	\$ 1,575.00
• Integrated Auger Wash Out System .....	\$ 1,200.00
• EZ III Edger .....	\$ 6,750.00

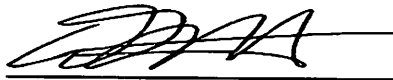
<b>SUB-TOTAL:</b>	\$146,320.00
Less NJPA Discount	(\$ 4,389.60)
Transportation	\$ 3,500.00
Trade In: 540-8068	(\$24,500.00)
<b>TOTAL:</b>	\$120,930.40

**Additional Optional Equipment: (pricing reflects NJPA discount)**

Zamboni Connect \$2,200.00

**F.O.B.:** Paramount, CA  
**TERMS:** Net 30 days.  
Shipment 225 days or sooner from receipt of order.  
Pricing firm for 30 days.  
Pricing does not include any applicable sales tax.

**THANK YOU:**



Doug Peters  
Regional Sales Manager

10/15/18  
Date

Frank J. Zamboni & Co., Inc.  
15714 Colorado Avenue  
Paramount, CA 90723  
Phone: (562) 633-0751  
Fax: (562) 633-9365

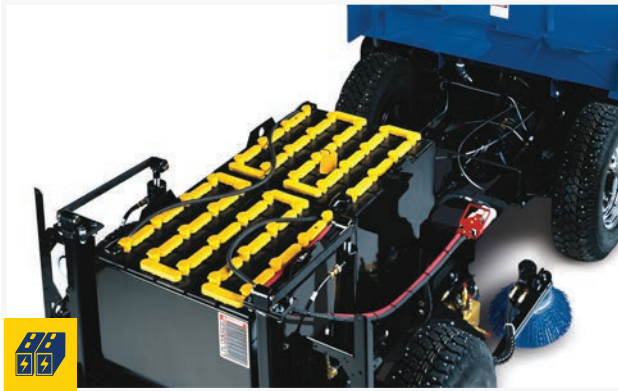


## PROVEN ELECTRIC PERFORMANCE WITH AN AC EDGE

Building upon the solid reputation of its predecessor, the Model 552AC combines worry-free AC motors and controls with legendary Zamboni quality, reliability and value.

**MODEL**  
**552**  
**AC**





AC motors and controls virtually eliminate associated maintenance

Vertical auger enclosure reduces operator area sound levels

Exceptional results from our unvalved down pressure system



## BATTERY AND CHARGER

The industry-proven battery technology is easy to access and maintain. Microprocessor controlled chargers deliver long battery life.



## ELECTRONIC CONTROLS

Dependable Sevcon® Gen4 controls are proven in tough industrial applications. On-board diagnostics provide management of machine functions and status updates.



## DRIVETRAIN

Four-wheel drive. Rugged Dana Spicer® axles combine with a 24 HP traction motor, providing the most reliable drivetrain in the industry.



## HYDRAULICS

The redesigned hydraulic system provides optimum power and reduced energy consumption for smooth and consistent operation. 11 hp AC pump motor.



## CONSTRUCTION

Robust hand-welded steel tubing chassis. Premium primer/paint and rust-free poly water tanks for corrosion resistance in the harsh environment it will call home.



## GLOBAL SERVICE AND SUPPORT

Zamboni Customer Service and a network of Zamboni Authorized Distributors provide exceptional and accessible service and support worldwide.

# ZAMBONI®

[zamboni.com](http://zamboni.com)



# MODEL 552 AC

This brochure has been prepared only as a general guide for the customer. Every effort has been made to assure that the information presented is correct. Some features described or shown may be optional at extra cost. Prices, colors, materials, specifications and models are subject to change. For current product information, please contact the Zamboni Company.

ZAMBONI and the configuration of the Zamboni® ice resurfacing machine are registered trademarks of Frank J. Zamboni & Co., Inc.  
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## CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Parks, Recreation & Cultural Arts

**SUBJECT:** Consideration of an Ordinance amending the FY 19 Budget authorizing the purchase of wireless microphones and communication equipment, in the amount of \$39,008.39 for said purchase and approval of a Resolution waiving the formal bidding requirements, as requested by the Parks, Recreation & Cultural Arts Department.

**RECOMMENDATION/MOTION:** That: (1) the Ordinance amending the FY 2019 Budget in the amount of \$39,008.39, be approved, and the Mayor and City Clerk be authorized to execute the ordinance; and (2) the Resolution Waiving the Formal Bidding Requirements and approving the purchase of Backstage Wireless Communication Equipment from Clear Com/Spoiled by Technology Inc. in the amount of \$14,988.42 and the Wireless Microphones from The Music Shoppe/Pro-Sound Center in the amount of \$24,019.97, be approved and the City Manager or procurement officer authorized to execute the agreement or purchase order.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service.

**BACKGROUND:** The Federal Communication Commission (FCC) voted unanimously in its July 12, 2018 meeting to proceed with an Order and NPRM aiming to gather information and explore opening the entire 500MHz of C-band downlink frequencies (a.k.a. "Mid-band Spectrum") for use by mobile and terrestrial wireless broadband companies and users. In layman's terms: The FCC will officially reallocate and repurpose frequencies that most radio and television broadcasters, all hand held radios, and all wireless equipment uses to receive content.

A year ago on April 13, 2017, the FCC hosted a Broadcast Incentive Auction reallocating the 600MHz frequencies. Due to the vote in July of this year, almost the entire frequency range between 500 - 700MHz has now been transferred legally for exclusive use by licensed cellular phone and internet providers for wireless services. Those using frequencies in this mid-band spectrum will be forced to move to another smaller frequency spectrum or incur a stiff penalty.

Due to nonspecific timeline from service providers such as T-Mobile, Dish Network, Comcast, and US Cellular, who purchased the mid-band spectrum at the recent FCC auction, the BCPA must cease all use of equipment that transmits within this spectrum no later than July 13, 2020; however, due to the rapid expansion and competitive nature of the wireless internet industry, the BCPA could lose use of its equipment much sooner.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Full Compass.Com, Markerteck.com, Clear Com/Spoiled by Technology Inc., and The Music Shoppe/Pro-Sound Center.

**FINANCIAL IMPACT:** If approved, the purchase will be made from the BCPA-Audio/Visual Materials account (10014125-71470-20000) totaling \$39,008.39. Information regarding the "Use of Fund Balance" account and adjustment to the "Audio/Visual Materials" account is included on the Exhibit. Stakeholders can locate the BCPA Budget in the FY 2019 Budget Book titled "Budget Overview & General Fund" beginning on page 201.

**COMMUNITY DEVELOPMENT IMPACT:** ACH-1 Create a unique identity for the Bloomington area arts and culture scene

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

Respectfully submitted for Council consideration.

Prepared By: James Mack, BCPA Manager

Reviewed By: Jay Tetzloff, Director-Parks, Recreation and Cultural Arts

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PR&CA 3B- Ordinance

- PR&CA 3C Exhibit
- PR&CA 3D Resolution
- PR&CA 3E - Received Quotes

**ORDINANCE NO. 2018 -**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2019 Budget in the amount of \$39,008.39 and approving a Resolution waiving the formal bidding process and approving the purchase of wireless microphones and communication equipment for as requested by the Parks, Recreation & Cultural Arts department.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 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 2018-23

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

PASSED this 13th day of November 2018.

APPROVED this \_\_\_\_ day of November 2018.

**CITY OF BLOOMINGTON:**

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

**ATTEST:**

\_\_\_\_\_  
Cherry Lawson, City Clerk

FY 2019 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
10010010-40000	General	Non-Departmental-Use of Fund Balance	\$ (39,008.39)	
10014125-71470-20000	General	BCPA-Audio/Visual Materials	\$ 39,008.39	
<b>Net Transaction:</b>			\$ -	

RESOLUTION NO. 2018 - \_\_\_\_\_

**A RESOLUTION WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING THE PURCHASE OF BCPA BACKSTAGE WIRELESS COMMUNICATION EQUIPMENT FROM CLEAR COM/SPOILED by TECHNOLOGY INC AND THE PURCHASE OF BCPA WIRELESS MICROPHONES FROM THE MUSIC SHOPPE INC/PRO SOUND CENTER**

WHEREAS, the Bloomington Center for the Performing Arts (BCPA) is responsible for providing visitors with the best quality auditory experience; and

WHEREAS, the Federal Communication Commission (FCC) hosted a Broadcast Incentive Auction on April 13, 2017 reallocating the entire frequency range between 500 - 700MHz for exclusive use by licensed cellular phone and internet providers for wireless services; and

WHEREAS, the BCPA's current inventory of wireless microphones and backstage wireless equipment is within the range of 500-700MHz; and

WHEREAS, due to nonspecific timeline from service providers such as T-Mobile, Dish Network, Comcast, and US Cellular, who purchased the mid-band spectrum at the recent FCC auction, the BCPA must cease all use of equipment that transmits within this spectrum no later than July 13, 2020; however, due to the rapid expansion and competitive nature of the wireless internet industry, the BCPA could lose use of its equipment much sooner; and

WHEREAS, due to the timeliness of this project two (2) regional distributors have provided quotes for the two (2) divisions of the equipment needed: one (1) for wireless communication equipment and one (1) for wireless microphones.

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 City Manager, or designated representatives, are authorized to purchase the Backstage Wireless Communication Equipment from Clear Com/Spoiled by Technology Inc. in the amount of \$14,988.42 and the Wireless Microphones from The Music Shoppe/Pro-Sound Center in the amount of \$24,019.97, and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2018

CITY OF BLOOMINGTON

ATTEST:

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

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





to do is demo a system in the space to make sure (1) antenna will provide coverage for you.

AC60 Drop in charger - \$513.00

<https://www.fullcompass.com/prod/501244-clear-com-ac60-clearcom-freespeak-ii-battery-charger>

CC-150 Headsets - \$202.50

<https://www.fullcompass.com/prod/516150-clear-com-cc-110-x4-lightweight-single-ear-headset-4-pin-female-xlr>

MFG	Item Number	Description	Quantity	Ordered Unit	Ship Via	Unit Price	Extended Price
CC	FSII-BASE-II-5	Base Station	1	EA	FedExGrnd	\$6258.00	\$6258.00
CC	FSII-TCVR-19-US	Antenna Freespeak II Active USA	1	EA	FedExGrnd	\$1448.13	\$1448.13
CC	FSII-BP19-X4-US	Freespeak II wireless bodypack	4	EA	FedExGrnd	\$1544.39	\$6177.56
CC	CC-300-X1	Headset Single Ear HS XLR 4P	4	EA	FedExGrnd	\$261.96	\$1047.84
CC	BAT60	Battery, Spare, Freespeak II spare battery Lithion	1	EA	FedExGrnd	\$56.89	\$56.89

\* SEE ERIK ANDERSON FOR QUOTE PROCESSING, SETTING UP END USER ACCOUNT 1-800-356-5844 X.1193 andrsn@fullcompass.com

<b>Sales subtotal amount:</b>	\$14988.42
<b>Shipping &amp; handling:</b>	\$0.00
<b>Net amount:</b>	\$14988.42
<b>Sales tax:</b>	\$0.00
<b>Total:</b>	\$14988.42
<b>Prepaid:</b>	\$0.00
<b>Balance due:</b>	\$14988.42

Best Regards,  
Vic Lombardi

SPOILED BY TECHNOLOGY, Inc. w9359 Emberson Lane, Blanchardville, WI 53516

Mobile: 773.544.1751 website: [www.sbtsteps.com](http://www.sbtsteps.com)



## CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Finance - Parks

**SUBJECT:** Consideration of an Ordinance amending the Fiscal Year 2019 Budget to allocate funds for the Miller Park Zoo Concession Stand and Parking Lot, for the funds approved by Council on October 22, 2018.

**RECOMMENDATION/MOTION:** Recommend the Ordinance amending the Fiscal Year 2019 Budget to allocate funds for the Miller Park Zoo Concession Stand and Parking Lot 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 4: Strong Neighborhoods; Goal 5: Great Place - Livable, Sustainable City.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2e. Investing in the City's future through a realistic, funded capital improvement program; Objective 5b: City decisions consistent with plans and policies; Objective 5d: Appropriate leisure and recreational opportunities responding to the needs of residents.

**BACKGROUND:** On October 22, 2018 the City Council approved a contract with Stark Excavating, Inc. for \$1,058,924 for construction services related to the Miller Park Zoo Concession Stand and Parking Lot improvements. The Financial Impact of the memo indicated a total project estimate of \$1,200,000 - to be sourced as follows:

- 100K State Grant
- \$100K Park Dedication Funds - permanent use
- \$400K Park Dedication Funds - borrowed at zero percent and paid back over 15 years = approximately \$27K per year
- \$600K Bank Loan - approximate debt service of \$50K per year (15 years, 3.25%)

The associated Budget Amendment is attached to formalize the allocation of those funds.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** NA - This memo is to formalize the Budget Amendment related to the funds approved by Council on October 22, 2018.

**FINANCIAL IMPACT:** NA - This memo is to formalize the Budget Amendment related to the funds approved by Council on October 22, 2018. The BUA Exhibit details the Amendment to be made.

**COMMUNITY DEVELOPMENT IMPACT:** NA - This memo is to formalize the Budget Amendment related to the funds approved by Council on October 22, 2018.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** NA - This memo is to formalize the Budget Amendment related to the funds approved by Council on October 22, 2018.

Respectfully submitted for Council consideration.

Prepared By: Scott Rathbun, Finance Director

Reviewed By: Jay Tetzloff, Director-Parks, Recreation and Cultural Arts

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

FIN 1B - Budget Amendment Ordinance

FIN 1C - Budget Amendment Exhibit

ORDINANCE NO. 2018 -

AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2019 Budget in the amount of \$1,200,000 related to the Miller Park Concession Stand and Parking Lot Project as requested by the Parks, Recreation & Cultural Arts department and approved by Council on October 22, 2018.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 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 2018-23

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

PASSED this 13th day of November 2018.

APPROVED this \_\_\_\_ day of November 2018.

CITY OF BLOOMINGTON:

\_\_\_\_\_

Tari Renner, Mayor

ATTEST:

---

Cherry Lawson, City Clerk

**FY 2019 Budget Amendment-Exhibit**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>	<b>Comments</b>
				Contribution to GF for Zoo Concession
24104100-40000	Park Dedication	Use of Fund Balance	\$ (100,000.00)	Project
24104100-40000	Park Dedication	Use of Fund Balance	\$ (400,000.00)	Loan to GF for Zoo Concession Project
24104100-89410	Park Dedication	Transfer to Capital Improvement Fund	\$ 500,000.00	
10014136-53120	General Fund	State Grants	\$ (100,000.00)	
10014136-57515	General Fund	Loan Proceeds	\$ (600,000.00)	
10019180-89410	General Fund	To Capital Improvement Fund	\$ 700,000.00	
40100100-85100	Capital Improvement	From General Fund	\$ (700,000.00)	
40100100-85101	Capital Improvement	From Park Dedication	\$ (500,000.00)	
40100100-72520	Capital Improvement	Buildings	\$ 1,200,000.00	
<b>Net Transaction:</b>			<b>\$ -</b>	



## CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Parks, Recreation & Cultural Arts

**SUBJECT:** Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$11,029.83, to allocate funds to The Den at Fox Creek Golf Course Budget for the purchase of HVAC equipment and approval of the purchase of replacement HVAC equipment at Prairie Vista Golf Clubhouse and The Den at Fox Creek Golf Clubhouse in the amount of \$79,680.00, as requested by Parks, Recreation & Cultural Arts.

**RECOMMENDATION/MOTION:** That: (1) the Ordinance amending the FY 2019 Budget in the amount of \$11,029.83 to allocate funds to The Den at Fox Creek Golf Course Budget for the purchase of HVAC equipment be approved, and the Mayor and City Clerk be authorized to sign the ordinance; and (2) the purchase of HVAC equipment from Hermes Service & Sales, of Bloomington, IL, for the scheduled replacement of heating and air conditioning units, in the amount of \$79,680.00, be approved, and the Mayor and the City Clerk be authorized to execute the necessary documents.

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

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

**BACKGROUND:** Parks, Recreation & Cultural Arts is recommending the purchase of new heating and air conditioning units at both the Prairie Vista Golf Clubhouse and The Den at Fox Creek Golf Clubhouse, in the amount of \$79,680.00. The clubhouses at both courses are used year round not only for golfers to enjoy during a round a golf, but also for a variety of banquets and receptions, city meetings, local elections and for an indoor golf simulator at Prairie Vista. The units to be replaced at both courses are original units making the Prairie Vista units 27 years old and The Den at Fox units 21 years old. All of these units are significantly past the average life expectancy. Because of their age, repair of these units has become cost prohibitive and replacement parts are no longer available.

The furnace units will be replaced with Trane Model Series S9X2 units which are 95% efficient natural gas units. Additionally, one Trane humidifier with model #THUMD 300 with a daily capacity of 17 gallons per day will be installed on Furnace #4 at Prairie Vista to ensure the indoor golf simulator room is comfortable for the growing amenity there. Of note, the current units in our clubhouses are only 80% efficient, so



we can expect to see our utility bills decrease as a result of this increased efficiency. The air conditioning units will be replaced with Trane Model Series 4TTA & 4TTR 14 SEER efficient condensing units and matching evaporator coils. The condensing units will be equipped with R-410A refrigerant. Four new Honeywell two-stage heat/cool commercial thermostats will be installed. Trane provides a one year conditional parts, 5 year compressor and 20 year heat exchanger warranty for our application. Hermes Sales & Service will provide a one year labor warranty to replace defective parts and workmanship.

This project was sent out for Bid #2019-17 - HVAC Projects for Golf Course Facilities on 10/4/18. Two bids were received on 10/23/18 at 2:00 p.m. Central Time with Hermes Service & Sales being the lowest, responsible bidder at \$79,680.00. The other bid was submitted by A & R Mechanical, Urbana, IL, for \$80,627.00. The bid submitted by Hermes met all minimum bid specifications. Hermes has done considerable work throughout the Parks, Recreation & Cultural Arts Department and has been found to be a dependable and responsible vendor.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** The cost of the equipment per course is as follows: the purchase of replacement HVAC equipment at Prairie Vista Golf Clubhouse (\$39,700) and The Den at Fox Creek Golf Clubhouse (\$39,980), in the amount totaling \$79,680.00. Prairie Vista's portion will be paid from the Prairie Vista-Capital Outlay Equipment Other than Office account (56406410-72140). The Den's portion will be paid from The Den at Fox Creek Golf Course-Capital Outlay Equipment Other than Office account (56406420-72140). The Golf Fund had a fund balance of approximately \$466K as of 4/30/18. The FY 2019 Budget included a net Contribution to Fund Balance of \$6K. If approved, funds will be allocated from Fund Balance. Information regarding the "Use of Fund Balance" and reduction in "Contribution to Fund Balance" is included on the Exhibit. Stakeholders can locate the Golf Course budget in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" beginning on page 167.

**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, Parks, Recreation & Cultural Arts

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', with a stylized flourish at the end.

Tim Gleason  
City Manager

**Attachments:**

PRCA 1B - Ordinance

PRCA 1C - Exhibit

PRCA 1D - Trane Brochure

PRCA 1E - Bid Tabulation Sheet

ORDINANCE NO. 2018 -

AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed to the Fiscal Year 2019 Budget to allocate funds to The Den at Fox Creek Golf Course Budget in the amount of \$11,029.83 to pay for replacement HVAC equipment.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 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 2018-23

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

PASSED this 13th day of November 2018.

APPROVED this \_\_\_\_ day of November 2018.

CITY OF BLOOMINGTON:

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

ATTEST:

\_\_\_\_\_  
Cherry Lawson, City Clerk

**FY 2019 Budget Amendment-Exhibit**

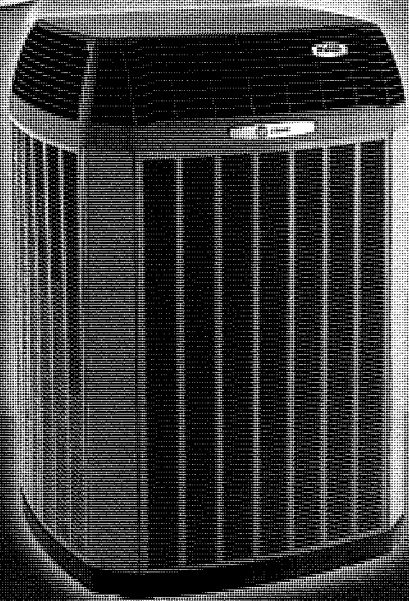
<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>	<b>Comments</b>
56406410-79196	Prairie Vista Golf Course	Contribution to Fund Balance	\$ (39,700.00)	
56406410-72140	Prairie Vista Golf Course	Machinery & Equipment	\$ 39,700.00	
56406420-40000	The Den at Fox Creek Golf Course	Use of Fund Balance	\$ (11,029.83)	
56406420-79196	The Den at Fox Creek Golf Course	Contribution to Fund Balance	\$ (28,950.17)	
56406420-72140	The Den at Fox Creek Golf Course	Machinery & Equipment	\$ 39,980.00	
<b>Net Transaction:</b>			<b>\$ -</b>	



**TRANE**

*It's Hard To Stop A Trane.*

Air Conditioners



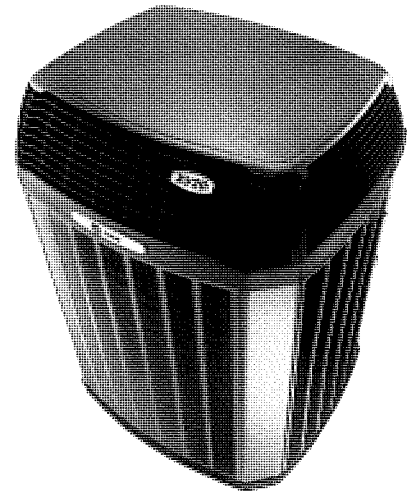
**IR** Ingersoll Rand



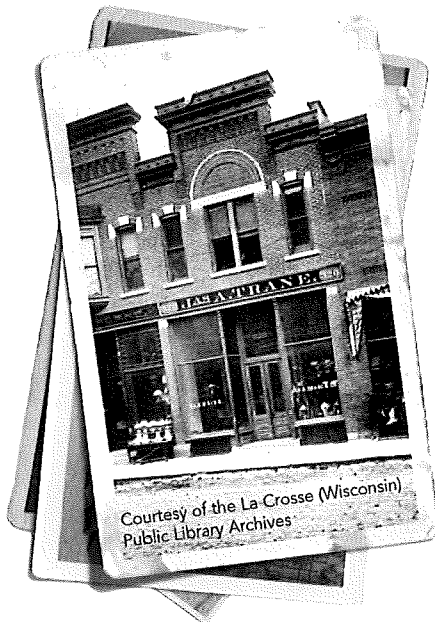
*It's Hard To Stop A Trane.®*

## The most reliable and longest lasting in the industry.\*

Extreme is not even close to our approach to product testing. Cruel and unusual may be a better way to describe what a Trane endures to wear the badge. We push our products to the limit and beyond, so you can rest easy knowing there's a Trane working hard day in day out to make your family comfortable — for a long, long time.



*Ice buildup on refrigerant lines of a compressor reflects the stress of our extreme testing. "Snowball II" has been in a constant state of overcharge since 2003, sort of like running a car 70 miles an hour around the clock to see how long it will last. Once this test is complete, we'll take it apart and see how we can make it better. It might take awhile though; the first Snowball survived under these same conditions for 28 years.*



*Trane Storefront  
La Crosse, Wisconsin  
1891*

**It started over a hundred years ago,** when Reuben and James Trane made the decision to stand out from the crowd. To build a comfort system like no other, using uncompromising quality, innovation and reliability. Today, their legacy is found in everything Trane makes, from our premium materials to our industry-leading technology to our extensive product testing under the harshest conditions. When you buy a Trane, you're buying a commitment from us, to you. A commitment to your total comfort, and your total peace of mind. Because that's what Reuben and James would have done.

### **We're not the only ones talking about Trane reliability.**

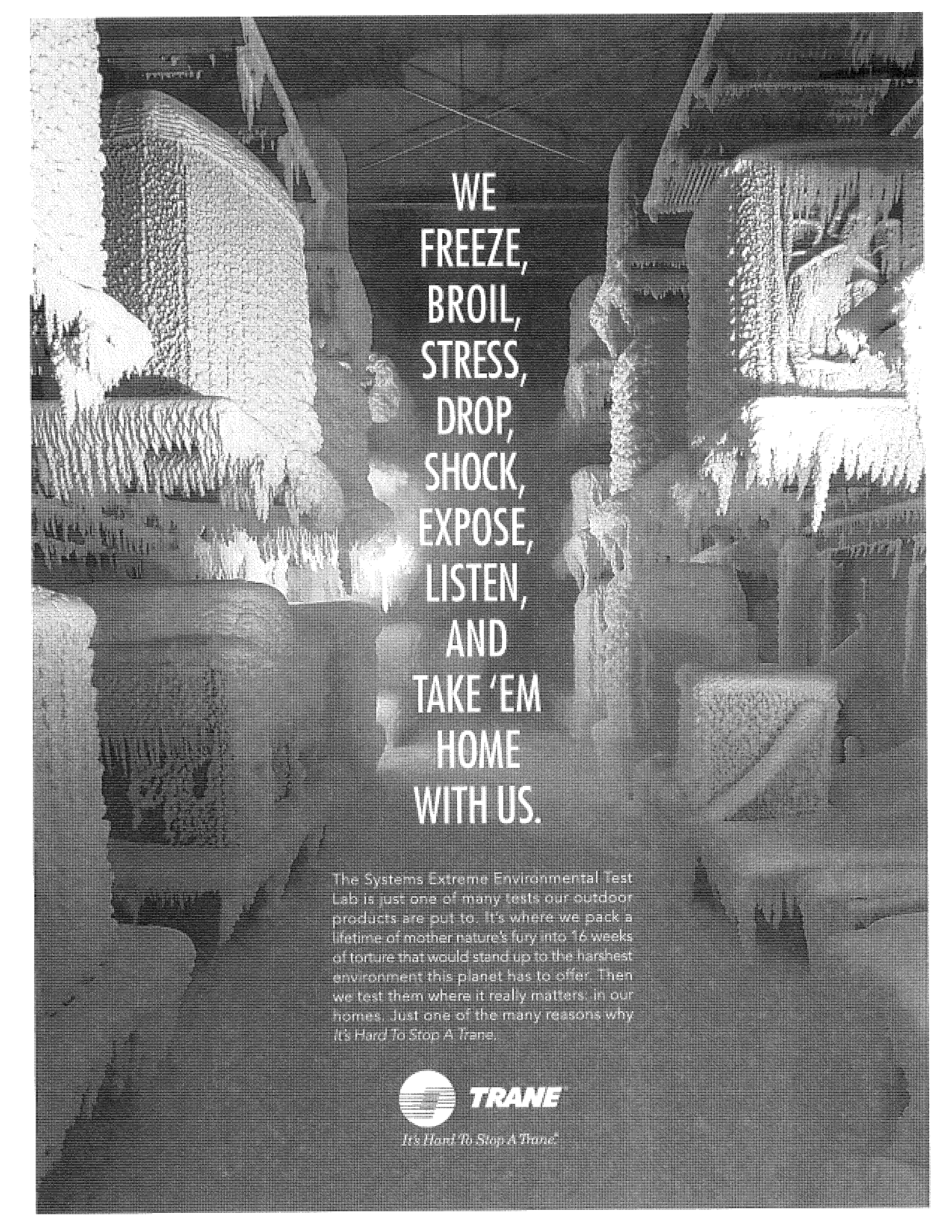
- ✓ In 2016, Lifestory Research found that consumers recognized Trane as America's Most Trusted™ HVAC System for the second year in a row.\*\*
- ✓ Winner of the Dealer Design Award presented by Air Conditioning, Heating & Refrigeration NEWS, the industry's leading trade publication, for the fifth year in a row.
- ✓ Winner of the David Weekley Homes' prestigious Partners of Choice Award for Service and Product Performance.



\* Independent 2012 HVAC Claim Study, Funded by Ingersoll Rand

\*\* Trane received the highest numerical score in the United States in the proprietary Lifestory Research 2016 America's Most Trusted™ Heating, Ventilation, & Air Conditioning (HVAC) System study. Study based on 17,878 surveys among residential consumers. Proprietary study results are based on experiences and perceptions of consumers surveyed between January and December 2015. For details see [www.lifestoryresearch.com](http://www.lifestoryresearch.com).





WE  
FREEZE,  
BROIL,  
STRESS,  
DROP,  
SHOCK,  
EXPOSE,  
LISTEN,  
AND  
TAKE 'EM  
HOME  
WITH US.

The Systems Extreme Environmental Test Lab is just one of many tests our outdoor products are put to. It's where we pack a lifetime of mother nature's fury into 16 weeks of torture that would stand up to the harshest environment this planet has to offer. Then we test them where it really matters, in our homes. Just one of the many reasons why *It's Hard To Stop A Trane.*



*It's Hard To Stop A Trane.*

RECORD OF BID OPENING FOR:

**BID #2019-17**  
**HVAC Projects for Golf Course Facilities**

DATE: October 23, 2018

TIME: 2:00 p.m.

Rec'd Date/Time & Staff Initials	Bidder's Name	City, State	City Documents	Bid Signed	Bid Bond	Addendum #1	Bid Total
1:45 PM 10/23/18 <i>du</i>	Hermes Service & Sales	Blm, IL	X	X	X	X	\$ 79,680.00
1:47 PM 10/23/18 <i>du</i>	<i>d</i> & R Mechanical	Urbana, IL	X	X	X	X	\$ 80,627.00

WITNESSES:

*Quanda Nblere*  
*Carla A. Mulla*  
*Rita M.*

\*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.





## CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of an Ordinance approving the Final Plat of Fourteenth Addition to Hawthorne Commercial Subdivision, subject to the petitioner paying the required tap-on fees and bonding, so the property owner can develop commercial property, as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** That the Ordinance approving the Final Plat of Fourteenth Addition to Hawthorne Commercial Subdivision, subject to the petitioner paying the required tap-on fees and bonding, so the property owner can develop commercial property, be approved, 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:** Objective 3a. Retention and growth of current local businesses

**BACKGROUND:** Public Works is recommending an ordinance that will provide for the approval of the Final Plat of Fourteenth Addition to Hawthorne Commercial Subdivision, subject to the petitioner paying the required tap-on fees and bonding, so the property owner can develop commercial property. The existing Parcel Identification Number (PIN) is 15-31-277-006.

All City utilities have been constructed as part of the previous additions, 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 proposed use for this property does not include any residential units, therefore a fee in lieu of parkland dedication is not required at this time. However, should residential units be proposed for this property at a future time, a fee in lieu of parkland dedication may be required.

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 have an approved preliminary plan prior to Council approval of the future final plat.

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:** Terra, LLC.

**FINANCIAL IMPACT:** All survey and plat costs were paid by Terra, LLC. Tap-on fees will be required to be paid. See Tap-on attachment for specifics.

**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  
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Scott Rathbun, Finance Director

Legal Review By:

George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PW 1A MEMO Fourteenth Addition to Hawthorne Commercial Subdivision 11132018
- PW 1B ORDINANCE Fourteenth Addition to Hawthorne Commercial Subdivision 11132018
- PW 1C FINAL PLAT Fourteenth Addition to Hawthorne Commercial Subdivision 11132018
- PW 1D AMENDED PETITION Fourteenth Addition to Hawthorne Commercial Subdivision 11132018
- PW 1E COUNTY CLERKS CERTIFICATE Fourteenth Addition to Hawthorne Commercial Subdivision 11132018
- PW 1F OWNERS CERTIFICATE Fourteenth Addition to Hawthorne Commercial Subdivision 11132018
- PW 1H DRAINAGE ACKNOWLEDGEMENT Fourteenth Addition to Hawthorne Commercial Subdivision 11132018
- PW 1I SCHOOL DISTRICT CERTIFICATE Fourteenth Addition to Hawthorne Commercial Subdivision 11132018
- PW 1J CHECKLIST Fourteenth Addition to Hawthorne Commercial Subdivision 11132018
- PW 1K COUNCIL MAP Fourteenth Addition to Hawthorne Commercial Subdivision 11132018
- PW 1L TAPON MEMO Fourteenth Addition to Hawthorne Commercial Subdivision 11132018

**ORDINANCE NO. 2018 - \_\_\_\_\_**

**AN ORDINANCE APPROVING THE FINAL PLAT OF FOURTEENTH 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 Fourteenth Addition To Hawthorne Commercial Subdivision dated October 11, 2018, legally described in Exhibit A, attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests no exemptions or variations from the provisions of the Bloomington City Code, 1960, as amended, other than that the petition be processed as an expedited final plat and that the requirement for a preliminary plan be waived; 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; and

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** That the Final Plat of the Fourteenth Addition to Hawthorne Commercial Subdivision date October 11, 2018 is hereby approved.

**SECTION 3.** This ordinance shall be effective immediately after the date of its passage and approval.

**SECTION 4.** This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED THIS 13<sup>th</sup> DAY OF NOVEMBER 2018.

APPROVED THIS \_\_\_ DAY OF NOVEMBER 2018.

**CITY OF BLOOMINGTON**

**ATTEST**

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

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

**APPROVED AS TO FORM**

---

Jeffrey R. Jurgens, Corporate Counsel

45128.03

10/9/18

DPB:kk

Legal Description

**Exhibit A**

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 northwest corner of Lot 21 in Ninth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2012-18435 in the McLean County Recorder of Deeds Office; thence S.00°-05'-03"W. 262.41 feet to the southwest corner of said Lot 21 on the south line of the NE $\frac{1}{4}$  of said Section 31; thence N.89°-16'-45"W. 363.75 feet on the said south line of the NE $\frac{1}{4}$  of Section 31 to the southeast corner of Lot 22 in Tenth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2014-10204 in the McLean County Recorder of Deeds Office; thence N.00°-05'-03"E. 257.83 feet to the northeast corner of said Lot 22 on the south right of way line of Pamela Drive as conveyed by Warranty Deed of Right of Way to the City of Bloomington in Document No. 2007-29741 recorded in the McLean County Recorder of Deeds Office; thence N.90°-00'-00"E. 363.72 feet on said south right of way line of said Pamela Drive to the Point of Beginning, containing 94,611.00 square feet/ 2.17 acres, more or less, with assumed bearings given for description purposes only.

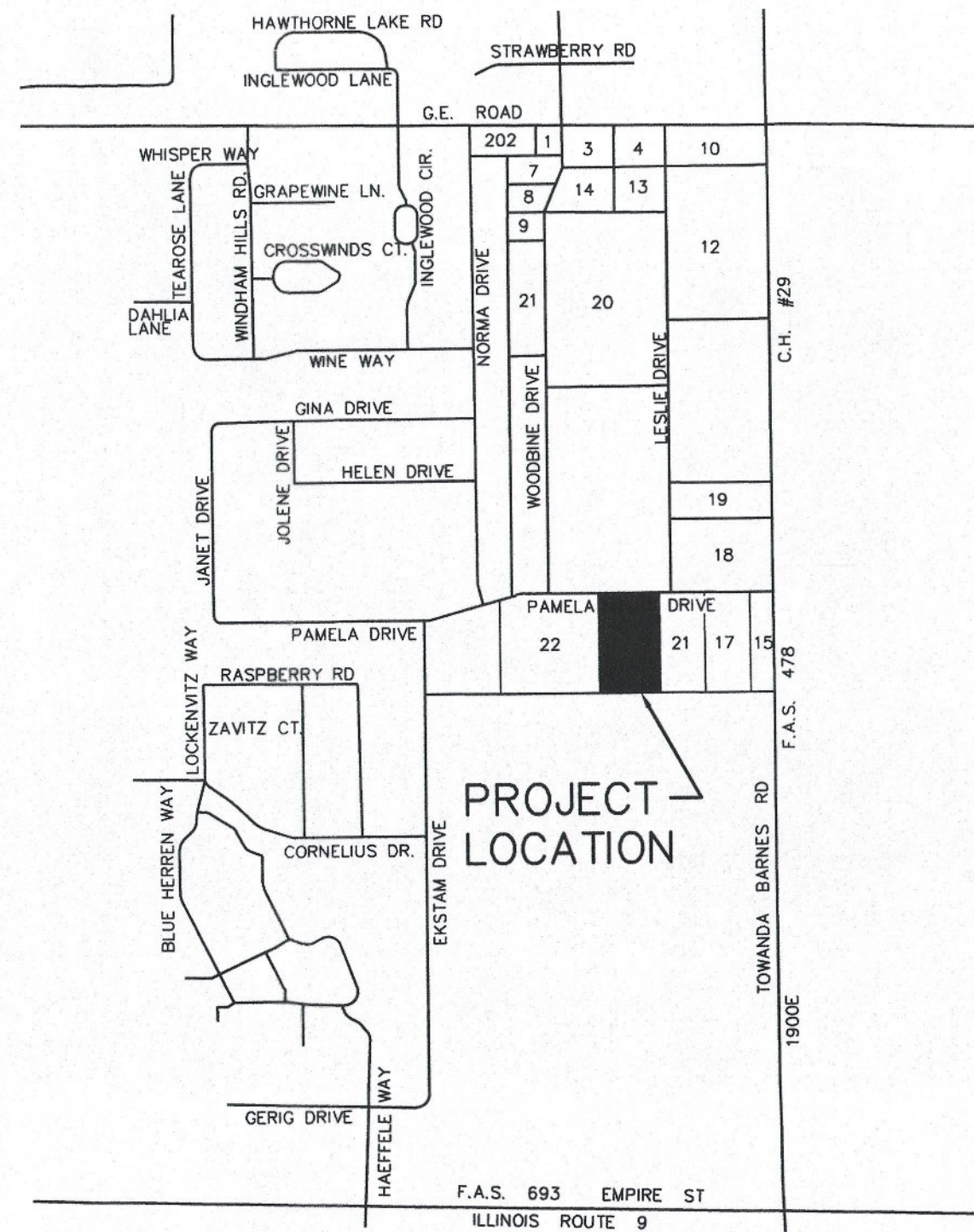
PIN: 15-31-277-006



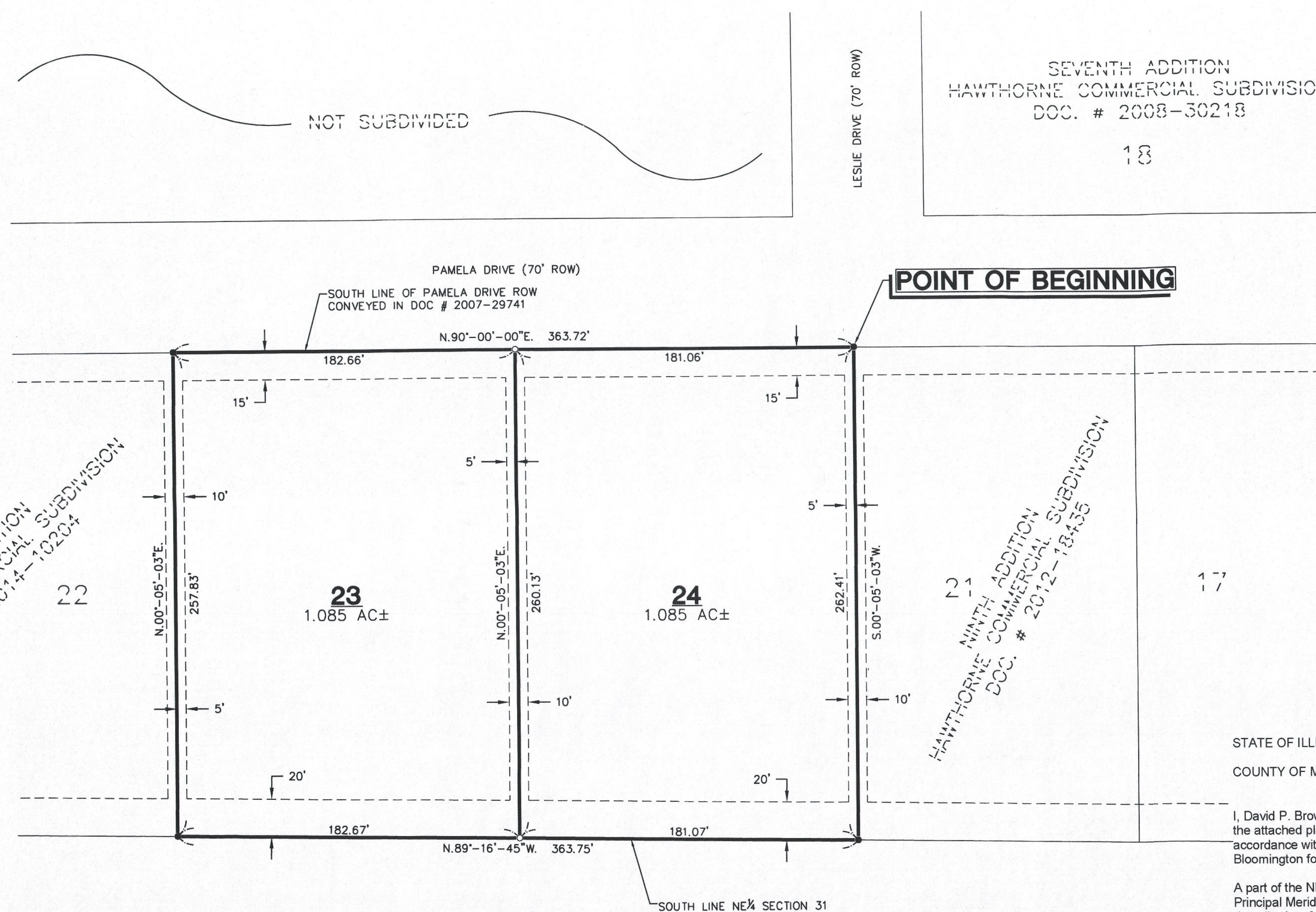
# FOURTEENTH ADDITION TO HAWTHORNE COMMERCIAL SUBDIVISION

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

**LYB**  
www.lybinc.com

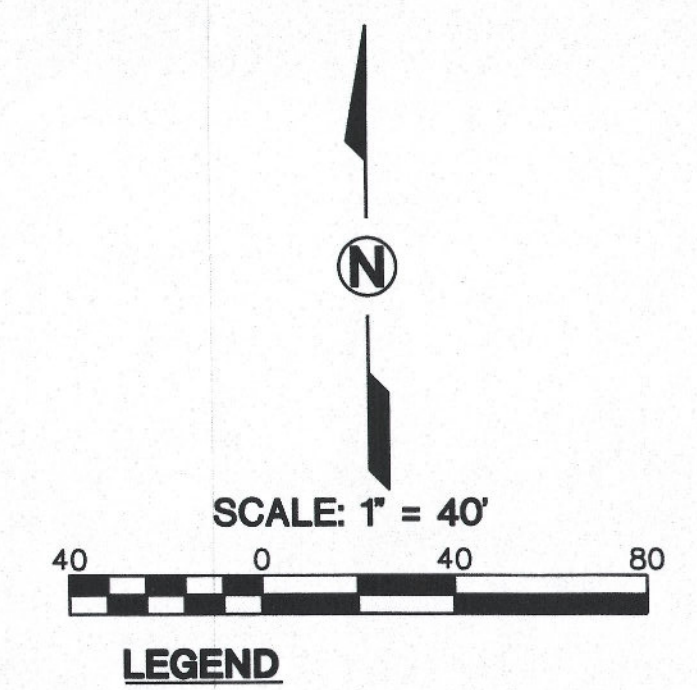


LOCATION MAP  
NOT TO SCALE



SEVENTH ADDITION  
HAWTHORNE COMMERCIAL SUBDIVISION  
DOC. # 2008-30218

18



**LEGEND**

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

REV.	-	-
-	-	-
-	-	-
-	-	-
-	-	-
-	-	-
BK.		897
DRN.		JLL
DSN.		
APP.		DPB

FINAL PLAT  
FOURTEENTH ADDITION TO HAWTHORNE  
COMMERCIAL SUBDIVISION  
BLOOMINGTON, ILLINOIS

**SURVEYOR'S CERTIFICATE**

STATE OF ILLINOIS )  
                                  )SS  
COUNTY OF MCLEAN )

I, David P. Brown, Illinois Professional Land Surveyor No. 2725, 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 northwest corner of Lot 21 in Ninth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2012-18435 in the McLean County Recorder of Deeds Office; thence S.00°-05'-03"W. 262.41 feet to the southwest corner of said Lot 21 on the south line of the NE1/4 of said Section 31; thence N.89°-16'-45"W. 363.75 feet on the said south line of the NE1/4 of Section 31 to the southeast corner of Lot 22 in Tenth Addition to Hawthorne Commercial Subdivision, according to the Plat thereof recorded as Document No. 2014-10204 in the McLean County Recorder of Deeds Office; thence N.00°-05'-03"E. 257.83 feet to the northeast corner of said Lot 22 on the south right of way line of Pamela Drive as conveyed by Warranty Deed of Right of Way to the City of Bloomington in Document No. 2007-29741 recorded in the McLean County Recorder of Deeds Office; thence N.90°-00'-00"E. 363.72 feet on said south right of way line of said Pamela Drive to the Point of Beginning, containing 94,611.00 square feet/ 2.17 acres, more or less, with assumed bearings given for description purposes only.

I further certify that I have subdivided the same into two (2) lots as shown on the attached plat.

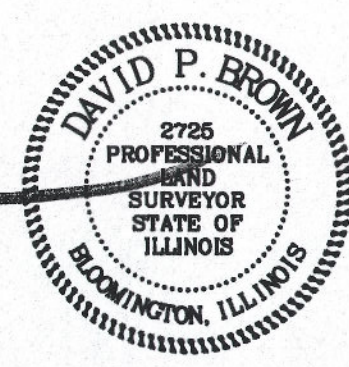
Iron monuments identify all lot corners as shown on said plat and all measurements are given in feet and decimals thereof. All easements designated on said plat are dedicated for public use and for the use of community antenna television systems.

Said subdivision is to be known as Fourteenth 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, Map Number 17113C0510E dated July 16, 2008.

Lewis, Yockey & Brown, Inc.  
Consulting Engineers & Land Surveyors  
505 N. Main St.  
Bloomington, IL 61701  
Date: 10/11/2018  
David P. Brown  
Illinois Professional Land Surveyor No. 2725  
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, Cheryl 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 Fourteenth 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 #184000806  
505 North Main Street 222 East Center Street 155 South Elm Street  
Bloomington, Illinois 61701 O LeRoy, Illinois O El Paso, Illinois  
Ph. (309) 962-8151 Ph. (309) 527-2552 Ph. (309) 829-2352

SHEET  
**1**  
OF: 1  
JOB #:  
**45128.03**



AMENDED PETITION FOR APPROVAL OF FINAL PLAT

State of Illinois )  
 )ss.  
County of McLean )

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

Now comes Terra, LLC an Illinois Limited Liability Company hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

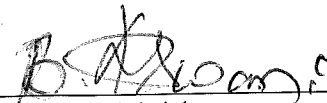
1. That your petitioner is the owner of the freehold or lesser estate therein of the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as:

Fourteenth Addition to the Hawthorn Commercial Subdivision

3. That your petitioner seeks approval of the following exemptions and variations from the provisions of Chapter 24 of the Bloomington City Code, 1960, as amended: This petition be processed as an expedited final plat and a waiver of the preliminary plan.

WHEREFORE, your petitioner respectfully requests that said Final Plat for the 14<sup>th</sup> Addition to the Hawthorn Commercial Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

By:   
Krishna Balakrishnan,  
Manager of Terra, LLC



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 11 day of October, 2018, there were no delinquent general taxes unpaid, special assessments or delinquent special assessments against the tract of land shown on the plat of the Fourteenth Addition to Hawthorne Commercial Subdivision 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

(SEAL OF SAID COUNTY)

**Tax Parcel I.D. #15-31-277-006**

**OWNER'S CERTIFICATE**

State of Illinois            )  
  )ss.  
County of McLean         )

KNOW ALL MEN BY THESE PRESENTS, That I, the undersigned, hereby certify that I am the owner of all the premises embodied in the attached Plat of FOURTEENTH ADDITION TO THE HAWTHORN COMMERCIAL SUBDIVISION to the City of Bloomington, McLean County, Illinois, and that I have caused said Plat to be made and that it is a true and correct plat of "FOURTEENTH ADDITION TO THE HAWTHORN COMMERCIAL SUBDIVISION" Subdivision to the City of Bloomington, McLean County, Illinois as laid off in lots and streets by David Brown Registered Illinois Land Surveyor Number 2725 and we, the undersigned, hereby dedicate and set apart to the City of Bloomington for general utility purposes, (and further dedicated the public use areas as shown on said Plat)\*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal this 12 day of October, 2018.

(Seal)



\*where dedication is required under Section 3.5.

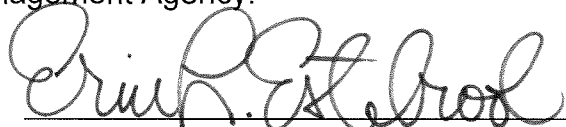
Terra, LLC, an Illinois Limited Liability Company

By:   
Krishna Balakrishnan, Its Manager

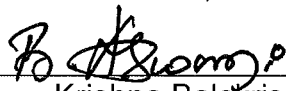
DRAINAGE ACKNOWLEDGEMENT

Erin L. Estabrook, Registered Professional Engineer, and Terra, L.L.C., being the owners of the premises heretofore platted by David P. Brown, Illinois Professional Land Surveyor No. 2725 to be and become Fourteenth 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

**SCHOOL DISTRICT CERTIFICATE**

This is to certify that I Krishna Balakrishnan as the Manager of Terra, LLC, an Illinois Limited Liability Company, as the Owner of the property herein described in the Surveyor's Certificate, which will be known as **FOURTEENTH ADDITION TO THE HAWTHORN COMMERCIAL SUBDIVISION**, to the best of my knowledge, is located within the boundaries of Community Unit School District #5 in McLean County, Illinois.

Dated this 12 day of October, 2018.

Terra, LLC, an Illinois Limited Liability Company

By: *K. Balakrishnan*  
Krishna Balakrishnan, Its Manager

State of Illinois        )  
                                  )        ss.  
County of McLean     )

I, David G. Armstrong a Notary Public in and for the county and State aforesaid, do hereby certify that Krishna Balakrishnan personally known to be the same person whose name is subscribed to the foregoing owner's statement, appeared before me, this day, in person and acknowledged the execution of this statement as his free and voluntary act.

Given under my hand and notarial seal this 12 day of October, 2018.



*David G. Armstrong*  
Notary Public

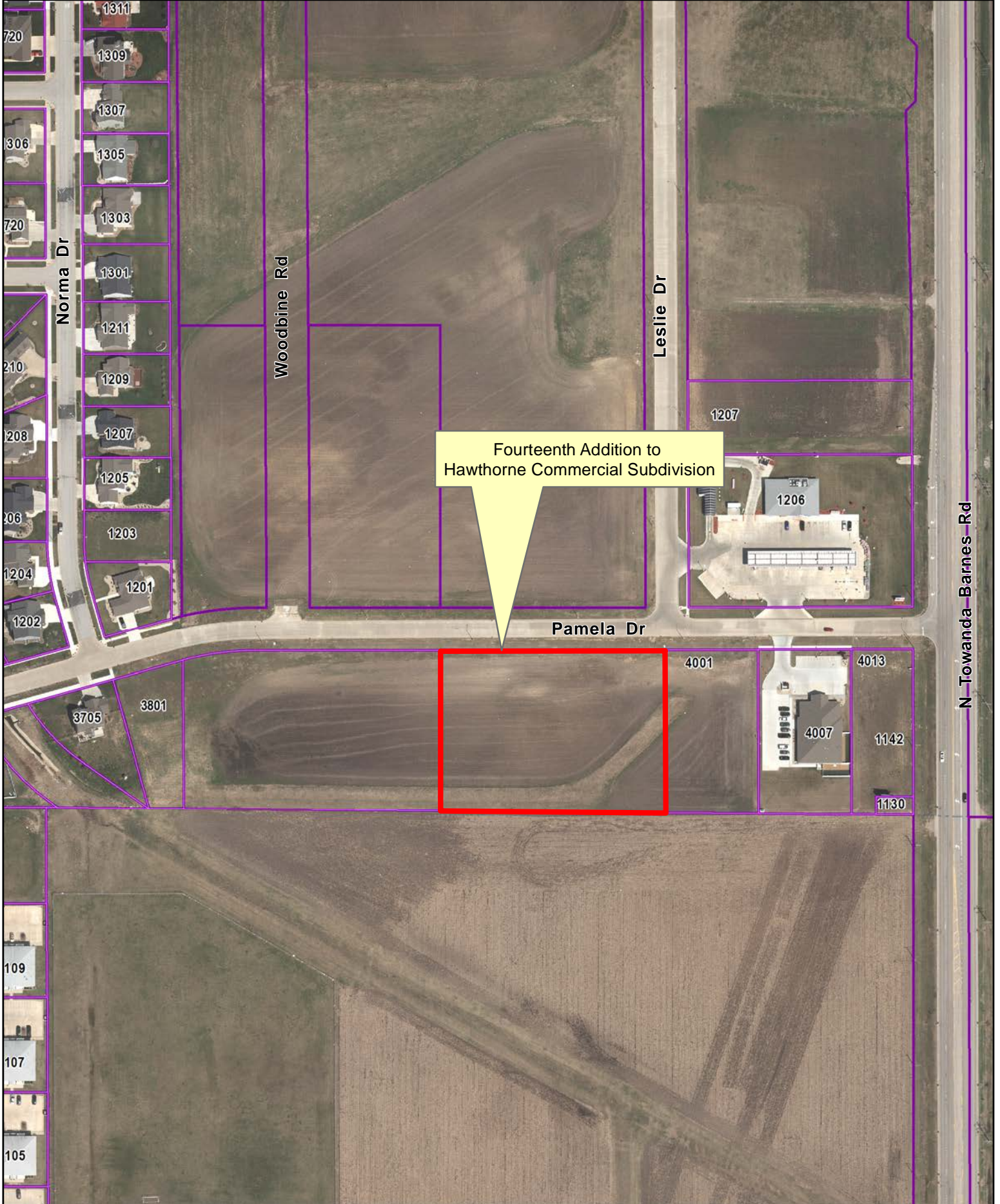
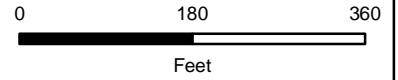
My commission expires 2/16/2022.



## Fourteenth Addition to Hawthorne Commercial Subdivision

Date Prepared: 4/6/2018

Shown on Final Plat:		Initial
	Easements shown for all public improvements	N/A
	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 and ordinan
	Surveyor's statement regarding any Special Flood Hazard Areas.	TJM
	Total Acreage	TJM
	Street Names	TJM
	Proposed Lot numbers (consecutively numbered)	TJM
	Front Yard Setbacks	TJM
The following shall be provided:		
	School District Certificate	TJM
	County Clerk's Certificate	TJM
	Owner's Certificate	TJM
	Drainage Statement	TJM
	Owner's Petition	TJM
	Ordinance	TJM
	Utility Company Signoffs	N/A
	Digital PDF Submittal provided to Public Works	TJM
	Digital CAD format submittal provided to Public Works	TJM
	2 Mylar Copies	
	12 Paper Copies	
The following requirements shall be met:		
	Final plat retains the design characteristics of a valid Preliminary Plan that has not expired	TJM
	Retains the design characteristics of approved public improvement engineering plans and specifications.	TJM
	Final Plat is signed by IL licensed surveyor	TJM
	Plans for all public improvements approved by Public Works	





**MEMORANDUM**

Date: October 25, 2018  
 To: Katie Simpson, City Planner  
 From: Anthony J. Meizelis, P.E.  
 Re: **Hawthorne Commercial Subdivision, 14th 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, 14th Addition**. The final plat is scheduled for Council consideration at the November 13<sup>th</sup>, 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	\$0.00
2	G.E. Valley Sewer Extn.	51101100-54120	\$651.00	\$418.21	\$1,069.21
3	G. E. Rd Water Main	50100120-57320	\$0.00	\$0.00	\$0.00
4	G.E. Road (Pavement)	40100100-57320	\$0.00	\$0.00	\$0.00
5	Fee in lieu of Park Land	24104100-57320	\$0.00	\$0.00	\$0.00
	Total				\$1,069.21

Subdivision area 2.17 acres. Frontage along G.E. Rd: 0'. Frontage along Pamela Drive: 363.72'  
 # of Residential Dwelling Units: zero proposed residential units

- 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 2.17 + \$300 X 2.17 X 0.06 X 277 months = \$ (CPI Interest = \$1,069.21, 6% Interest = \$1,552.64; 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 = \$0. Proposed use is a nonresidential use. Should a residential use be proposed for the property, a fee in lieu of park land dedication may be required.

\*Value of land computed from purchase price as listed in the Circuit Court of the 11<sup>th</sup> 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](http://www.bls.gov/data/inflation_calculator.htm))

**B: Performance Guarantee**

110% of Public Improvements (Pamela Drive Sidewalk) -  
 ( 363.72 x 5' x \$10.80/SF X 1.1) = \$ 21,604.97

Total Bond Amount Required **\$ 21,604.97**

***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. 7L**

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Public Works

**SUBJECT:** Consideration of an Ordinance approving the vacation of a utility easement between Lots 11 and 12 in Southgate Commercial Plaza Subdivision 5th Addition (located south of Hamilton Road and east of Greyhound Road), to allow for the construction of a Veterans Affairs Clinic, as requested by the Public Works Department.

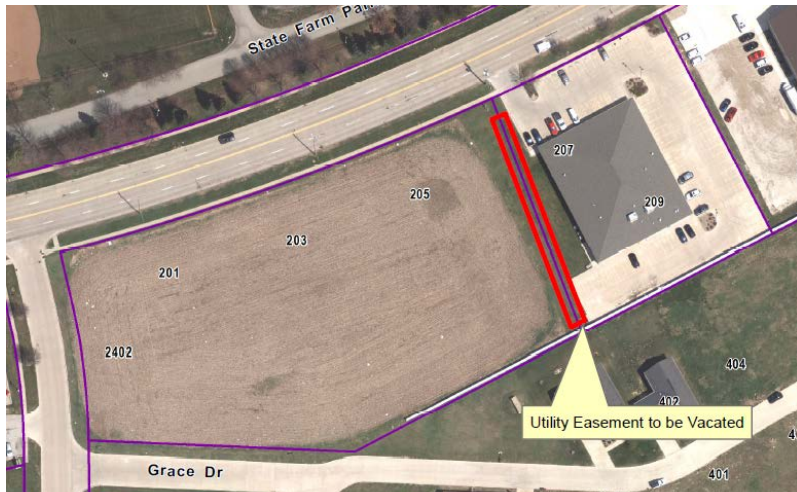
**RECOMMENDATION/MOTION:** That the Ordinance approving the vacation of a utility easement between Lots 11 and 12 in Southgate Commercial Plaza Subdivision 5th Addition (located south of Hamilton Road and east of Greyhound Road), to allow for the construction of a Veterans Affairs Clinic, be approved, and the Mayor and City Clerk to be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** 3. Grow the Local Economy

**STRATEGIC PLAN SIGNIFICANCE:** a. Retention and growth of current local businesses

**BACKGROUND:** The subject plat vacates a utility easement in preparation for the expansion of the building at 207/209 Hamilton Road to allow for a Veterans Affairs Clinic at the location. The easement vacation is necessary, because the petitioner plans to expand the building to the west over the existing easement. The City does not allow buildings to be constructed over the top of utility easements.

The vacation complies with City engineering standards (Manual of Practice and Chapter 24 of City Code) and City staff has no objections to the plan.



**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Medical Office Enterprises, LLC.

**FINANCIAL IMPACT:** None. Medical Office Enterprises, LLC. paid all Survey and plat costs.

**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  
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: George D. Boyle, Assistant Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PW 4B ORDINANCE Southgate Commercial Subdivision Utility Easement Vacation 11132018
- PW 4C ORDINANCE EXHIBIT B Southgate Commercial Subdivision Utility Easement Vacation 11132018
- PW 4D PETITION Southgate Commercial Subdivision Utility Easement Vacation 11132018
- PW 4E UTILITY LETTERS Southgate Commercial Subdivision Utility Easement Vacation 11132018
- PW 4F MAP Southgate Commercial Subdivision Utility Easement Vacation 11132018

**ORDINANCE NO. 2018 - \_\_**

**AN ORDINANCE APPROVING THE VACATION OF  
UTILITY EASEMENT BETWEEN LOTS 11 AND 12  
IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION,  
BLOOMINGTON, ILLINOIS**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition requesting the vacation of a utility easement between lots 11 and 12 in Southgate Commercial Plaza Subdivision 5th Addition as shown on the Plat of Survey attached hereto as Exhibit B (the "Utility Easement"); 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 vacation; and

WHEREAS, it is reasonable and proper to vacate said easement as requested in this case.

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

**SECTION 1.** The above recitals are incorporated herein by this reference as if specifically stated in full.

**SECTION 2.** That the portion of the easement as described on the Plat of Survey attached hereto as Exhibit B (the "Utility Easement") is hereby vacated.

**SECTION 3.** That said vacation of utility easement 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 4.** This ordinance shall be effective immediately after its passage and approval.

**SECTION 5.** This ordinance is passed and approved pursuant to the home rule authority granted by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED THIS 13<sup>th</sup> DAY OF NOVEMBER 2018.

APPROVED THIS \_\_ DAY OF NOVEMBER 2018.

**CITY OF BLOOMINGTON**

**ATTEST**

---

Tari Renner, Mayor

---

Cherry L. Lawson, City Clerk

**APPROVED AS TO FORM**

---

Jeffrey R. Jurgens, Corporate Counsel

## EXHIBIT A

LOT 12 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON 06/15/98 AS DOCUMENT NO. 98-20013 IN THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

Permanent Tax No.: 21-16-403-002

And

1.82 acres adjoining Lot 12 out of the following described property:

LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 15, 1998 AS DOCUMENT NO. 98-20013, IN THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS, EXCEPT

A PART OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION AT THE SOUTHWEST CORNER OF LOT 12 IN SAID SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION; THENCE SOUTH 60 DEGREES 42 MINUTES 35 SECONDS WEST, 260.63 FEET ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 12 TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 11 IN SAID SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION; THENCE SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST, 282.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 22 DEGREES 41 MINUTES 47 SECONDS WEST, 142.14 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

Tax No. 21-16-403-005



# PLAT OF SURVEY

**LEGEND**

	DEED LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	ADJACENT PROPERTY LINE
	FENCE LINE
	MEASURED BEARING AND DISTANCE
	RECORD DISTANCE
	FOUND IRON ROD / PIPE / REBAR
	SET IRON ROD 1/2"Ø x 24"

- NOTES:**
- IT IS NOT WARRANTED THAT THIS PLAT OF SURVEY CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY, BUILDING SETBACK LINES AND OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.
  - THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 1713C0503E EFFECTIVE 7/16/2008.
  - BEARINGS ARE ASSUMED AND FOR DESCRIPTION PURPOSES ONLY.
  - FIELD WORK COMPLETED OCTOBER, 2018.
  - 1.82 ACRES ± OF P.I.N. 21-16-403-005 ARE TO BE ADDED TO P.I.N. 21-16-403-002 AND NOT TO BE USED AS A SEPARATE BUILDING SITE OR TAXING PARCEL.

LOT 12 AND PART OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.

**EASEMENT VACATION DESCRIPTION**

A PART OF LOTS 11 AND 12 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT VACATION BEING 15' WIDE, LYING 7.5' FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID LOT 12, THENCE SOUTH 20 DEGREES 57 MINUTES 49 SECONDS EAST, (BEARINGS ARE ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE WEST LINE OF SAID LOT 12, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 11, A DISTANCE OF 20.04 FEET, TO THE POINT WHERE SAID EAST LINE INTERSECTS THE NORTH EASEMENT LINE OF LOTS 11 AND 12, SAID POINT ALSO BEING THE CENTERLINE POINT OF BEGINNING OF THE EASEMENT VACATION TO BE DESCRIBED;

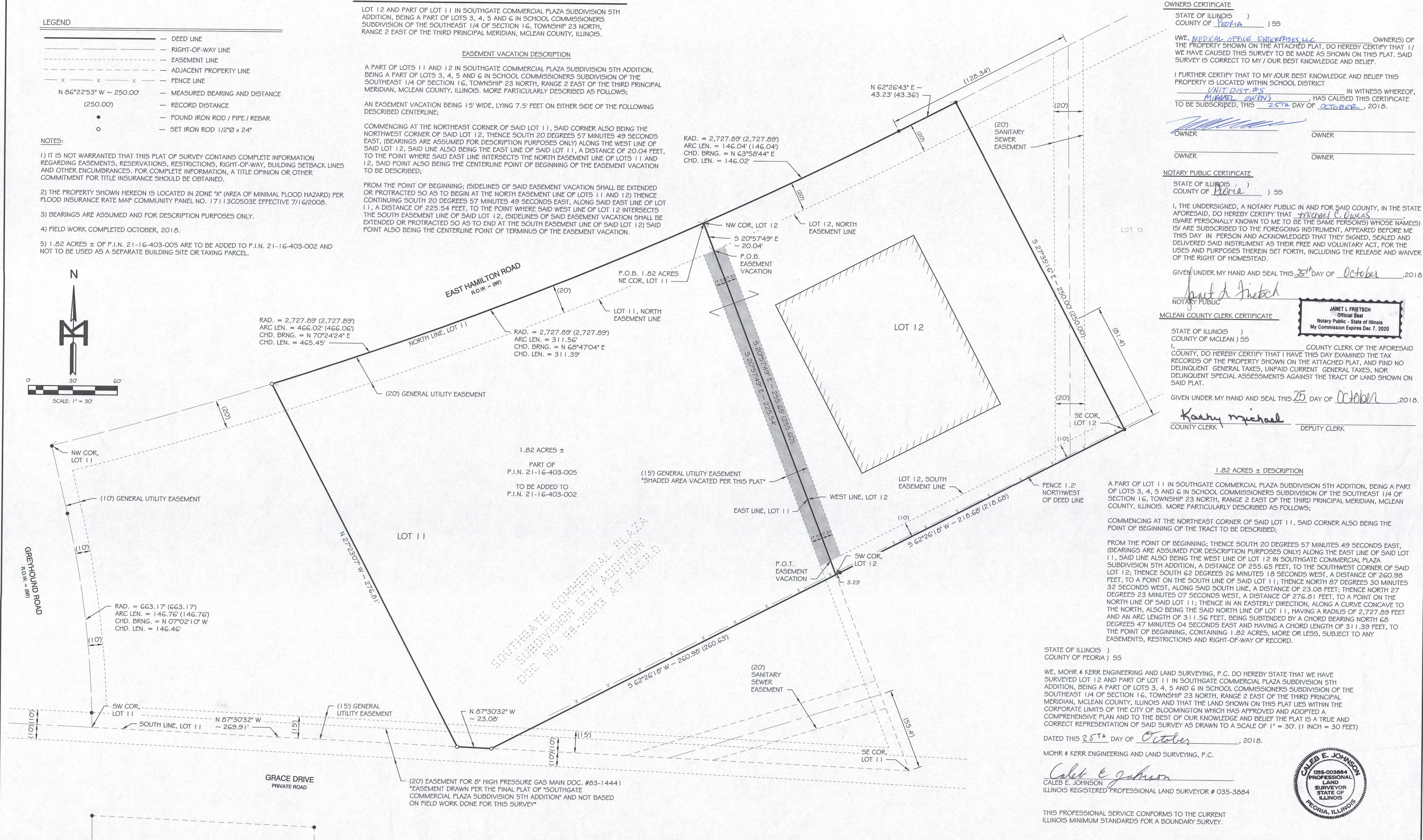
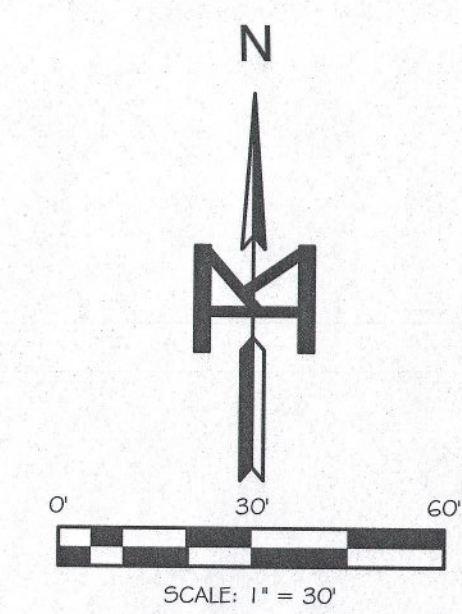
FROM THE POINT OF BEGINNING; (SIDELINES OF SAID EASEMENT VACATION SHALL BE EXTENDED OR PROTRACTED SO AS TO BEGIN AT THE NORTH EASEMENT LINE OF LOTS 11 AND 12) THENCE CONTINUING SOUTH 20 DEGREES 57 MINUTES 49 SECONDS EAST, ALONG SAID EAST LINE OF LOT 11, A DISTANCE OF 225.54 FEET, TO THE POINT WHERE SAID WEST LINE OF LOT 12 INTERSECTS THE SOUTH EASEMENT LINE OF SAID LOT 12, (SIDELINES OF SAID EASEMENT VACATION SHALL BE EXTENDED OR PROTRACTED SO AS TO END AT THE SOUTH EASEMENT LINE OF SAID LOT 12) SAID POINT ALSO BEING THE CENTERLINE POINT OF TERMINUS OF THE EASEMENT VACATION.

RAD. = 2,727.89' (2,727.89')  
ARC LEN. = 146.04' (146.04')  
CHD. BRNG. = N 63°58'44" E  
CHD. LEN. = 146.02'

RAD. = 2,727.89' (2,727.89')  
ARC LEN. = 466.02' (466.06')  
CHD. BRNG. = N 70°24'24" E  
CHD. LEN. = 465.45'

RAD. = 2,727.89' (2,727.89')  
ARC LEN. = 311.56'  
CHD. BRNG. = N 68°47'04" E  
CHD. LEN. = 311.39'

RAD. = 663.17' (663.17')  
ARC LEN. = 146.76' (146.76')  
CHD. BRNG. = N 07°02'10" W  
CHD. LEN. = 146.46'



**OWNERS CERTIFICATE**  
STATE OF ILLINOIS )  
COUNTY OF PEORIA ) 55  
I, WE, MEDICAL OFFICE ENTERPRISES, LLC OWNER(S) OF THE PROPERTY SHOWN ON THE ATTACHED PLAT, DO HEREBY CERTIFY THAT I / WE HAVE CAUSED THIS SURVEY TO BE MADE AS SHOWN ON THIS PLAT. SAID SURVEY IS CORRECT TO MY / OUR BEST KNOWLEDGE AND BELIEF.

I FURTHER CERTIFY THAT TO MY / OUR BEST KNOWLEDGE AND BELIEF THIS PROPERTY IS LOCATED WITHIN SCHOOL DISTRICT UNIT DIST #5 IN WITNESS WHEREOF, MARIE OWENS HAS CAUSED THIS CERTIFICATE TO BE SUBSCRIBED, THIS 25TH DAY OF OCTOBER, 2018.

[Signature]  
OWNER  
OWNER

**NOTARY PUBLIC CERTIFICATE**  
STATE OF ILLINOIS )  
COUNTY OF PEORIA ) 55

I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Janet L. Frietsch IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.

GIVEN UNDER MY HAND AND SEAL THIS 25th DAY OF October, 2018.  
[Signature]  
NOTARY PUBLIC



**MCLEAN COUNTY CLERK CERTIFICATE**  
STATE OF ILLINOIS )  
COUNTY OF MCLEAN ) 55

I, Janet L. Frietsch COUNTY CLERK OF THE AFORESAID COUNTY, DO HEREBY CERTIFY THAT I HAVE THIS DAY EXAMINED THE TAX RECORDS OF THE PROPERTY SHOWN ON THE ATTACHED PLAT, AND FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, NOR DELINQUENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND SHOWN ON SAID PLAT.

GIVEN UNDER MY HAND AND SEAL THIS 25 DAY OF October, 2018.  
[Signature]  
COUNTY CLERK DEPUTY CLERK

**1.82 ACRES ± DESCRIPTION**  
A PART OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

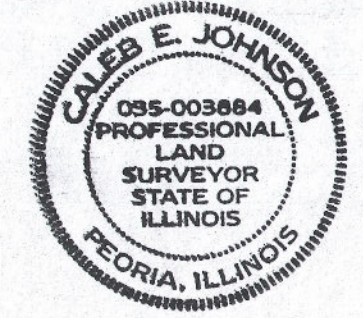
FROM THE POINT OF BEGINNING; THENCE SOUTH 20 DEGREES 57 MINUTES 49 SECONDS EAST, (BEARINGS ARE ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE EAST LINE OF SAID LOT 11, SAID LINE ALSO BEING THE WEST LINE OF LOT 12 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, A DISTANCE OF 255.65 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 62 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 260.98 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 11; THENCE NORTH 87 DEGREES 30 MINUTES 32 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 23.08 FEET; THENCE NORTH 27 DEGREES 23 MINUTES 07 SECONDS WEST, A DISTANCE OF 276.81 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 11; THENCE IN AN EASTERLY DIRECTION, ALONG A CURVE CONCAVE TO THE NORTH, ALSO BEING THE SAID NORTH LINE OF LOT 11, HAVING A RADIUS OF 2,727.89 FEET AND AN ARC LENGTH OF 311.56 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 68 DEGREES 47 MINUTES 04 SECONDS EAST AND HAVING A CHORD LENGTH OF 311.39 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.82 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

STATE OF ILLINOIS )  
COUNTY OF PEORIA ) 55

WE, MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C. DO HEREBY STATE THAT WE HAVE SURVEYED LOT 12 AND PART OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS AND THAT THE LAND SHOWN ON THIS PLAT LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF BLOOMINGTON WHICH HAS APPROVED AND ADOPTED A COMPREHENSIVE PLAN AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1" = 30'. (1 INCH = 30 FEET)

DATED THIS 25th DAY OF October, 2018.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.  
[Signature]  
CALEB E. JOHNSON  
ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3884



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

LIC. EXPIRES 11-30-20

**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

REV.	DATE	NATURE OF REVISION	CHECKED

FILE NAME: 18-361 Cullinan Hamilton Tract Survey.dwg Oct 25, 2018

SURVEYED	CEJ / MDP	CLIENT:
DRAWN	CEJ	<b>CULLINAN PROPERTIES, LTD.</b>
CHECKED	MWM	
SCALE	1" = 30'	
DATE	10-25-2018	

TITLE:	<b>PLAT OF SURVEY</b>	PROJECT NO.	18-361
	LOT 12 AND PART OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.	SHEET	1 OF 2
		DRAWING NO.	1



**PETITION FOR VACATION OF**

**Utility Easement between Lots 11 and 12  
in Southgate Commercial Plaza Subdivision 5<sup>th</sup> Addition**

STATE OF ILLINOIS        )  
  ) ss.  
COUNTY OF MCLEAN     )

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

Now comes MEDICAL OFFICE ENTERPRISES, LLC, an Illinois limited liability company,  
hereinafter referred to as your Petitioner, respectfully representing and requesting as follows:


1. That your Petitioner has a contractual interest as purchaser in the premises hereinafter described in Exhibit A attached hereto and made a part hereof by this reference;
2. That your Petitioner seeks approval of the vacation of the utility easement lying between Lots 11 and 12 in Southgate Commercial Plaza Subdivision 5<sup>th</sup> Addition as shown on the Plat of Survey attached hereto as Exhibit B (the "Utility Easement");
3. That said vacation of the Utility Easement is reasonable and proper because such Utility Easement is not needed and is not being utilized or contemplated to be utilized for the location of existing or proposed utilities.

WHEREFORE, your Petitioner prays that the Utility Easement be vacated with such reservation of utility easements as may see proper.

Respectfully submitted,

Medical Office Enterprises, LLC  
An Illinois limited liability company

By: Cullinan Companies L.L.C.  
An Illinois limited liability company  
Its Manager

By:   
Michael C. Owens  
Its Manager

## EXHIBIT A

LOT 12 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON 06/15/98 AS DOCUMENT NO. 98-20013 IN THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

Permanent Tax No.: 21-16-403-002

And

1.82 acres adjoining Lot 12 out of the following described property:

LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED ON JUNE 15, 1998 AS DOCUMENT NO. 98-20013, IN THE CITY OF BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS, EXCEPT

A PART OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION IN THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING ON THE EAST LINE OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION AT THE SOUTHWEST CORNER OF LOT 12 IN SAID SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION; THENCE SOUTH 60 DEGREES 42 MINUTES 35 SECONDS WEST, 260.63 FEET ON THE WESTERLY EXTENSION OF THE SOUTH LINE OF SAID LOT 12 TO THE POINT OF INTERSECTION WITH THE SOUTH LINE OF LOT 11 IN SAID SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION; THENCE SOUTH 89 DEGREES 15 MINUTES 50 SECONDS EAST, 282.17 FEET TO THE SOUTHEAST CORNER OF SAID LOT 11; THENCE NORTH 22 DEGREES 41 MINUTES 47 SECONDS WEST, 142.14 FEET TO THE POINT OF BEGINNING, IN MCLEAN COUNTY, ILLINOIS.

Tax No. 21-16-403-005



**EXHIBIT B**



# PLAT OF SURVEY

**LEGEND**

	DEED LINE
	RIGHT-OF-WAY LINE
	EASEMENT LINE
	ADJACENT PROPERTY LINE
	FENCE LINE
	MEASURED BEARING AND DISTANCE
	RECORD DISTANCE
	FOUND IRON ROD / PIPE / REBAR
	SET IRON ROD 1/2"Ø x 24"

- NOTES:**
- IT IS NOT WARRANTED THAT THIS PLAT OF SURVEY CONTAINS COMPLETE INFORMATION REGARDING EASEMENTS, RESERVATIONS, RESTRICTIONS, RIGHT-OF-WAY, BUILDING SETBACK LINES AND OTHER ENCUMBRANCES. FOR COMPLETE INFORMATION, A TITLE OPINION OR OTHER COMMITMENT FOR TITLE INSURANCE SHOULD BE OBTAINED.
  - THE PROPERTY SHOWN HEREON IS LOCATED IN ZONE "X" (AREA OF MINIMAL FLOOD HAZARD) PER FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 1713C0503E EFFECTIVE 7/16/2008.
  - BEARINGS ARE ASSUMED AND FOR DESCRIPTION PURPOSES ONLY.
  - FIELD WORK COMPLETED OCTOBER, 2018.
  - 1.82 ACRES ± OF P.I.N. 21-16-403-005 ARE TO BE ADDED TO P.I.N. 21-16-403-002 AND NOT TO BE USED AS A SEPARATE BUILDING SITE OR TAXING PARCEL.

LOT 12 AND PART OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.

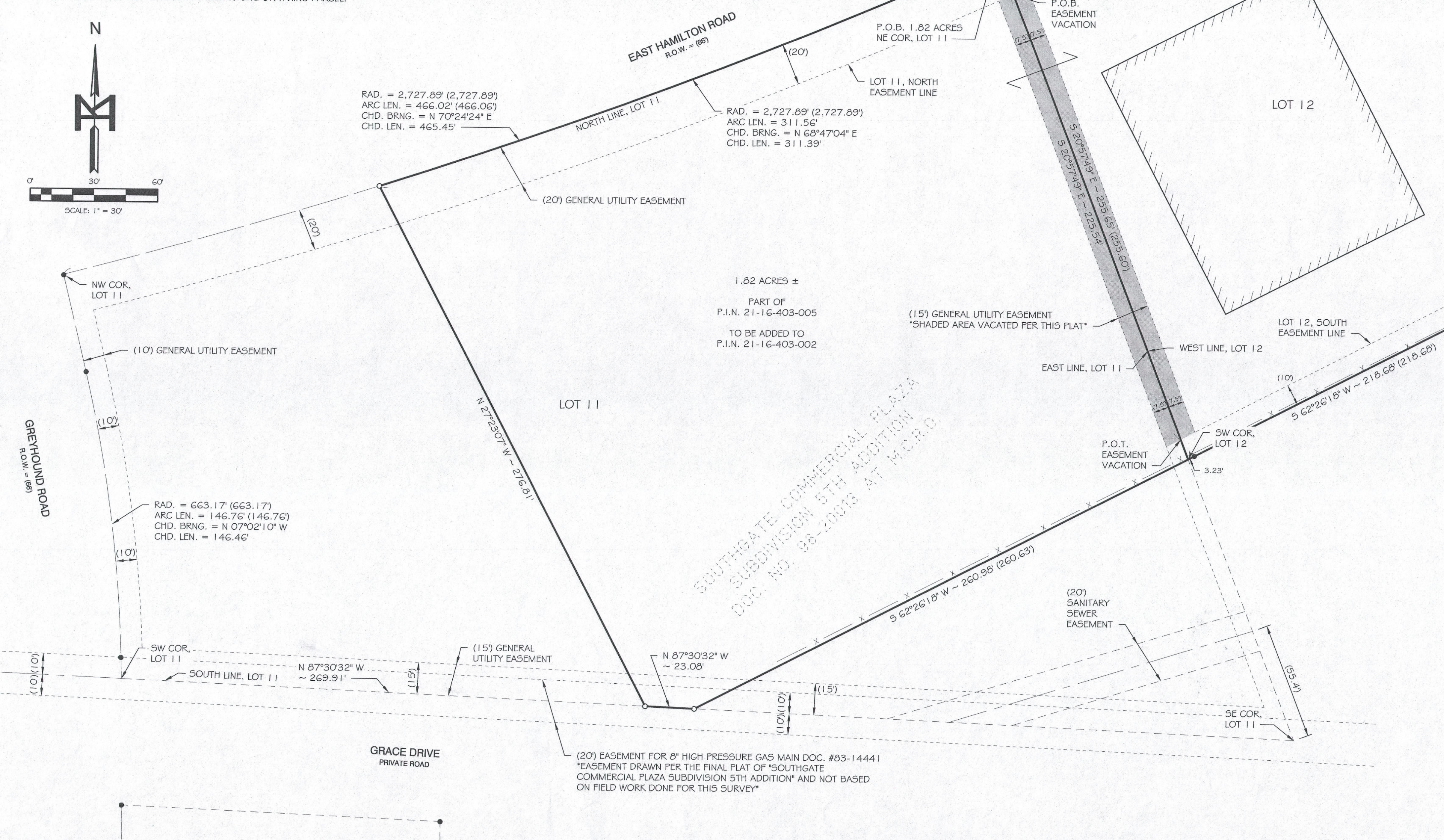
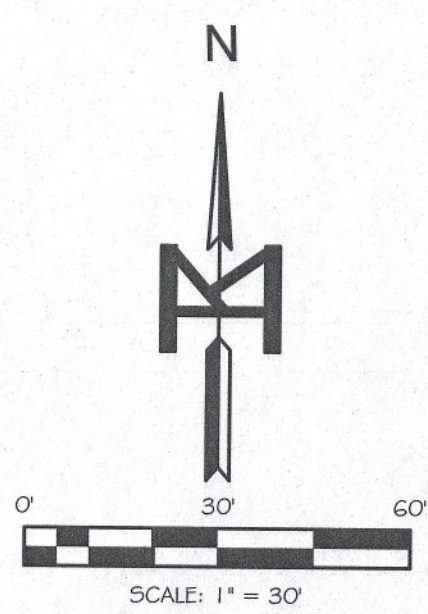
**EASEMENT VACATION DESCRIPTION**

A PART OF LOTS 11 AND 12 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AN EASEMENT VACATION BEING 15' WIDE, LYING 7.5' FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11, SAID CORNER ALSO BEING THE NORTHWEST CORNER OF SAID LOT 12, THENCE SOUTH 20 DEGREES 57 MINUTES 49 SECONDS EAST, (BEARINGS ARE ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE WEST LINE OF SAID LOT 12, SAID LINE ALSO BEING THE EAST LINE OF SAID LOT 11, A DISTANCE OF 20.04 FEET, TO THE POINT WHERE SAID EAST LINE INTERSECTS THE NORTH EASEMENT LINE OF LOTS 11 AND 12, SAID POINT ALSO BEING THE CENTERLINE POINT OF BEGINNING OF THE EASEMENT VACATION TO BE DESCRIBED;

FROM THE POINT OF BEGINNING; (SIDELINES OF SAID EASEMENT VACATION SHALL BE EXTENDED OR PROTRACTED SO AS TO BEGIN AT THE NORTH EASEMENT LINE OF LOTS 11 AND 12) THENCE CONTINUING SOUTH 20 DEGREES 57 MINUTES 49 SECONDS EAST, ALONG SAID EAST LINE OF LOT 11, A DISTANCE OF 225.54 FEET, TO THE POINT WHERE SAID WEST LINE OF LOT 12 INTERSECTS THE SOUTH EASEMENT LINE OF SAID LOT 12, (SIDELINES OF SAID EASEMENT VACATION SHALL BE EXTENDED OR PROTRACTED SO AS TO END AT THE SOUTH EASEMENT LINE OF SAID LOT 12) SAID POINT ALSO BEING THE CENTERLINE POINT OF TERMINUS OF THE EASEMENT VACATION.



**OWNERS CERTIFICATE**  
 STATE OF ILLINOIS )  
 COUNTY OF PEORIA ) 55  
 I, WE, MEDICAL OFFICE ENTERPRISES, LLC OWNER(S) OF THE PROPERTY SHOWN ON THE ATTACHED PLAT, DO HEREBY CERTIFY THAT I / WE HAVE CAUSED THIS SURVEY TO BE MADE AS SHOWN ON THIS PLAT. SAID SURVEY IS CORRECT TO MY / OUR BEST KNOWLEDGE AND BELIEF.  
 I FURTHER CERTIFY THAT TO MY / OUR BEST KNOWLEDGE AND BELIEF THIS PROPERTY IS LOCATED WITHIN SCHOOL DISTRICT UNIT DIST. #5 IN WITNESS WHEREOF, I / WE, MEDICAL OFFICE ENTERPRISES, LLC HAS CAUSED THIS CERTIFICATE TO BE SUBSCRIBED, THIS 25TH DAY OF OCTOBER, 2018.

OWNER: Medical Office Enterprises, LLC  
 OWNER: \_\_\_\_\_  
 OWNER: \_\_\_\_\_

**NOTARY PUBLIC CERTIFICATE**  
 STATE OF ILLINOIS )  
 COUNTY OF PEORIA ) 55  
 I, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY, IN THE STATE AFORESAID, DO HEREBY CERTIFY THAT Janet L. Frietsch IS/ARE PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN PERSON AND ACKNOWLEDGED THAT THEY SIGNED, SEALED AND DELIVERED SAID INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES THEREIN SET FORTH, INCLUDING THE RELEASE AND WAIVER OF THE RIGHT OF HOMESTEAD.  
 GIVEN UNDER MY HAND AND SEAL THIS 25th DAY OF October, 2018.

NOTARY PUBLIC: Janet L. Frietsch  
 JANET L. FRIETSCH  
 Official Seal  
 Notary Public - State of Illinois  
 My Commission Expires Dec. 7, 2020

**MCLEAN COUNTY CLERK CERTIFICATE**  
 STATE OF ILLINOIS )  
 COUNTY OF MCLEAN ) 55  
 I, \_\_\_\_\_ COUNTY CLERK OF THE AFORESAID COUNTY, DO HEREBY CERTIFY THAT I HAVE THIS DAY EXAMINED THE TAX RECORDS OF THE PROPERTY SHOWN ON THE ATTACHED PLAT, AND FIND NO DELINQUENT GENERAL TAXES, UNPAID CURRENT GENERAL TAXES, NOR DELINQUENT SPECIAL ASSESSMENTS AGAINST THE TRACT OF LAND SHOWN ON SAID PLAT.  
 GIVEN UNDER MY HAND AND SEAL THIS 25 DAY OF October, 2018.

DEPUTY CLERK: Kathy Michael  
 COUNTY CLERK: \_\_\_\_\_

**1.82 ACRES ± DESCRIPTION**  
 A PART OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 11, SAID CORNER ALSO BEING THE POINT OF BEGINNING OF THE TRACT TO BE DESCRIBED;

FROM THE POINT OF BEGINNING; THENCE SOUTH 20 DEGREES 57 MINUTES 49 SECONDS EAST, (BEARINGS ARE ASSUMED FOR DESCRIPTION PURPOSES ONLY) ALONG THE EAST LINE OF SAID LOT 11, SAID LINE ALSO BEING THE WEST LINE OF LOT 12 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, A DISTANCE OF 255.65 FEET, TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE SOUTH 62 DEGREES 26 MINUTES 18 SECONDS WEST, A DISTANCE OF 260.98 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 11; THENCE NORTH 87 DEGREES 30 MINUTES 32 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 23.08 FEET; THENCE NORTH 27 DEGREES 23 MINUTES 07 SECONDS WEST, A DISTANCE OF 276.81 FEET, TO A POINT ON THE NORTH LINE OF SAID LOT 11; THENCE IN AN EASTERLY DIRECTION, ALONG A CURVE CONCAVE TO THE NORTH, ALSO BEING THE SAID NORTH LINE OF LOT 11, HAVING A RADIUS OF 2,727.89 FEET AND AN ARC LENGTH OF 311.56 FEET, BEING SUBTENDED BY A CHORD BEARING NORTH 68 DEGREES 47 MINUTES 04 SECONDS EAST AND HAVING A CHORD LENGTH OF 311.39 FEET, TO THE POINT OF BEGINNING, CONTAINING 1.82 ACRES, MORE OR LESS, SUBJECT TO ANY EASEMENTS, RESTRICTIONS AND RIGHT-OF-WAY OF RECORD.

STATE OF ILLINOIS )  
 COUNTY OF PEORIA ) 55  
 WE, MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C. DO HEREBY STATE THAT WE HAVE SURVEYED LOT 12 AND PART OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS AND THAT THE LAND SHOWN ON THIS PLAT LIES WITHIN THE CORPORATE LIMITS OF THE CITY OF BLOOMINGTON WHICH HAS APPROVED AND ADOPTED A COMPREHENSIVE PLAN AND TO THE BEST OF OUR KNOWLEDGE AND BELIEF THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF SAID SURVEY AS DRAWN TO A SCALE OF 1" = 30'. (1 INCH = 30 FEET)  
 DATED THIS 25th DAY OF October, 2018.

MOHR & KERR ENGINEERING AND LAND SURVEYING, P.C.  
Caleb E. Johnson  
 CALEB E. JOHNSON  
 ILLINOIS REGISTERED PROFESSIONAL LAND SURVEYOR # 035-3884



THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

LIC. EXPIRES 11-30-20

**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

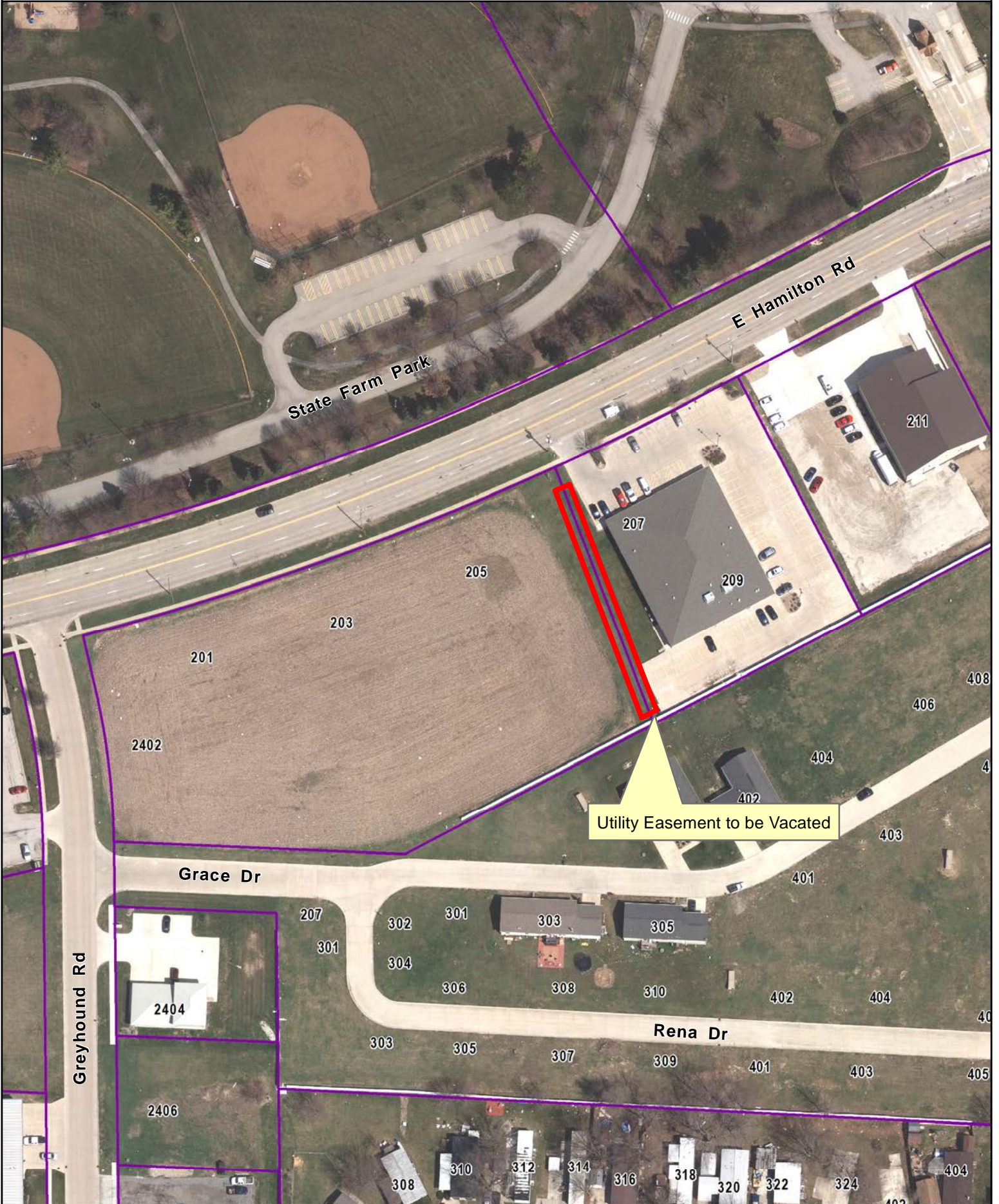
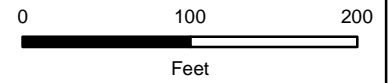
REV.	DATE	NATURE OF REVISION	CHECKED

FILE NAME: 18-361 Cullinan Hamilton Tract Survey.dwg Oct 25, 2018

SURVEYED	CEJ / MDP	CLIENT:
DRAWN	CEJ	CULLINAN PROPERTIES, LTD.
CHECKED	MWM	
SCALE	1" = 30'	
DATE	10-25-2018	

TITLE:	<b>PLAT OF SURVEY</b>	PROJECT NO.	18-361
	LOT 12 AND PART OF LOT 11 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION 5TH ADDITION, BEING A PART OF LOTS 3, 4, 5 AND 6 IN SCHOOL COMMISSIONERS SUBDIVISION OF THE SOUTHEAST 1/4 OF SECTION 16, TOWNSHIP 23 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, MCLEAN COUNTY, ILLINOIS.	SHEET 1 OF 2	
		DRAWING NO.	1





# REGULAR AGENDA



REGULAR AGENDA ITEM NO. 8A

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Finance

**SUBJECT:** Presentation of the FY2018 Comprehensive Annual Financial Report as audited from Baker Tilly Virchow Krause LLP, as requested by the Finance Department.

**RECOMMENDATION/MOTION:** Presentation Only

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

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

**BACKGROUND:** The City's Comprehensive Annual Financial Report (CAFR) for the fiscal year ending April 30, 2018, was issued October 31, 2018. The audit was conducted by an independent audit firm Baker Tilly Virchow Krause LLP a firm of licensed certified public accountants. The fiscal year 2018 city and arena audit resulted in a clean or unmodified opinion.

Baker Tilly conducted the audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

As noted in the Independent Auditor's Report, Baker Tilly relied on the audits conducted by other auditors of various component units that are incorporated in the City's financial statements.

The CAFR can be found on the City's website at:

<http://www.cityblm.org/government/departments/finance/financial-statements>

Several other reports are also issued as a result of or in connection with the audit. These include the federal Single Audit, TIF Report, Annual Financial Report and the Police and Fire Pension Funds have submitted their Municipal Compliance Reports. Copies of these reports will be forwarded to Council and as applicable, posted on the City's website.

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

**FINANCIAL IMPACT:** An unmodified audit opinion provides assurance that the finances of the City are materially correct.

**COMMUNITY DEVELOPMENT IMPACT: NA**

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: NA**

Respectfully submitted for Council consideration.

Prepared By: Scott Rathbun, Finance Director

Finance & Budgetary Review By: Patti-Lynn Silva, Chief Accountant

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:** None





REGULAR AGENDA ITEM NO. 8B

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Public Works Department

**SUBJECT:** Consideration of approving a Contract Extension with Evergreen FS, to pay for fuel for fleet vehicles and equipment, in the amount not to exceed \$1,125,000 as requested by the Public Works Department.

**RECOMMENDATION/MOTION:** That the Contract Extension with Evergreen FS, to pay for fuel for fleet vehicles and equipment, in the amount not to exceed \$1,125,000, be approved, the City Manager authorized to execute the contract, and the Procurement Manager be authorized to issue a Purchase Order.

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

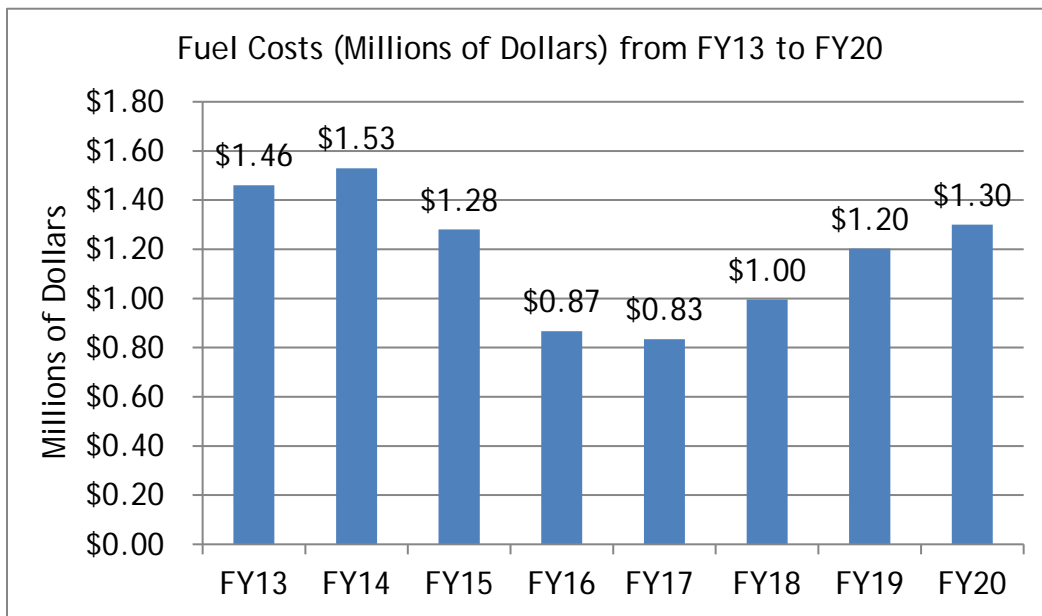
**STRATEGIC PLAN SIGNIFICANCE:** a. Budget with adequate resources to support defined services and level of services.

**BACKGROUND:** Public Works is recommending the approval of a Contract Extension with Evergreen FS to pay for fuel for fleet vehicles and equipment, in the amount not to exceed \$1,125,000. On October 14, 2014 the City released a bid to supply fuel for the City's vehicle and equipment needs. On November 10, 2014 the City awarded the contract to Evergreen FS for one (1) year with four (4), one (1) year renewal options. This is the fourth and last renewal. The cost per gallon markup over terminal cost are as follows: Unleaded Gasoline with 10% ethanol, No. 1 diesel Fuel, No. 2 Diesel Fuel with up to 20% Bio added is \$.02 for transport loads and \$.18 for Tank Wagons. LP and Kerosene will be discounted 3% from retail at the time of purchase. These costs remain the same with each yearly renewal until October 31, 2019 when the contract will be rebid. Evergreen FS has met all of the current contract specifications.

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

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

The timely approval of this Bid is important for the City to have the ability to purchase fuel on contract or hedging fuel costs starting January 2019, since, historically, fuel is at its lowest price at that time.



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

**FINANCIAL IMPACT:** In FY 2018, the City Purchased 373,148 gallons of transport fuel, 69,035 gallons of tank wagon fuel, and 18,551 gallons from local retailer. The City purchased 460,735 total gallons of fuel at a cost of \$995,610. The current year budget for FY 2019 is \$1,116,104 in the Fleet - Fuel account (10016310-71070). The recommended amount of \$1,125,000 is rounded up for contract purposes. Stakeholders can locate the FY 2019 Budget in the Budget Book titled "Budget Overview & General Fund" on page 338.

**COMMUNITY DEVELOPMENT IMPACT:** N/A

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

Respectfully submitted for Council consideration.

Prepared By: Rob Krones, Supt. of Fleet Maintenance  
Michael Hill, Miscellaneous Technical Assistant

Reviewed By: Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PW 3B CONTRACT 2019 Fuel Contract Extension
- PW 3C CONTRACT DATES 2019 Fuel Contract Extension
- PW 3D FUEL STRATEGY 2019 Fuel Contract Extension 11132018
- PW 3E ORIGINAL MEMO 2019 Fuel Contract Extension 11132018

**CITY OF BLOOMINGTON  
CONTRACT WITH  
Evergreen FS  
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.

**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 \_\_\_\_\_



## CHART OF TANK SIZES, TYPE AND LOCATIONS

Current January 1, 2014

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

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

One - Diesel 10,000 gal. UST

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

Fleet Management Department places the orders for these two tanks

### Bloomington Water Department at Lake Bloomington

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

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

These two tanks are normally on a keep filled basis

### Parks and Golf Courses

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

One - Gasoline 500 gal. AST Forrest Park Maintenance Facility

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

One - Gasoline 500 gal. AST Highland Golf Course

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

One - Gasoline 500 gal. AST Prairie Vista Golf Course

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

One - Gasoline 500 gal. AST The Den Golf Course

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

### Emergency Generators

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

### Renewal Options

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

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

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

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

### **City of Bloomington Fuel Strategy**

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

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

### **Risk Management Program**

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

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

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

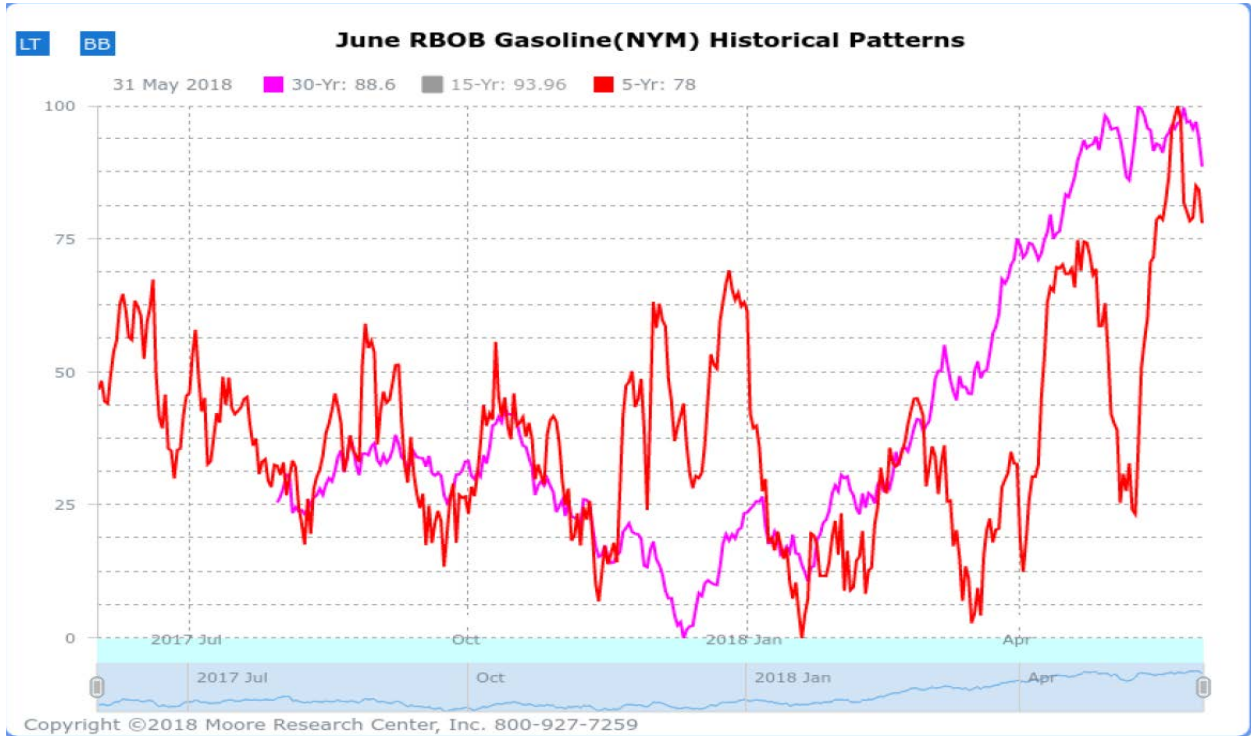
District 87, Unit 5, Olympia, Heyworth, Clinton, Fieldcrest, Town of Normal

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

### **Contract with Evergreen FS**

- Services with FS
  - Contracting Fuels
  - Tank wagons fuel working fire trucks, tank farm in town
  - Bio Diesel purity
  - Tank sampling water, microbes
  - Market updates daily

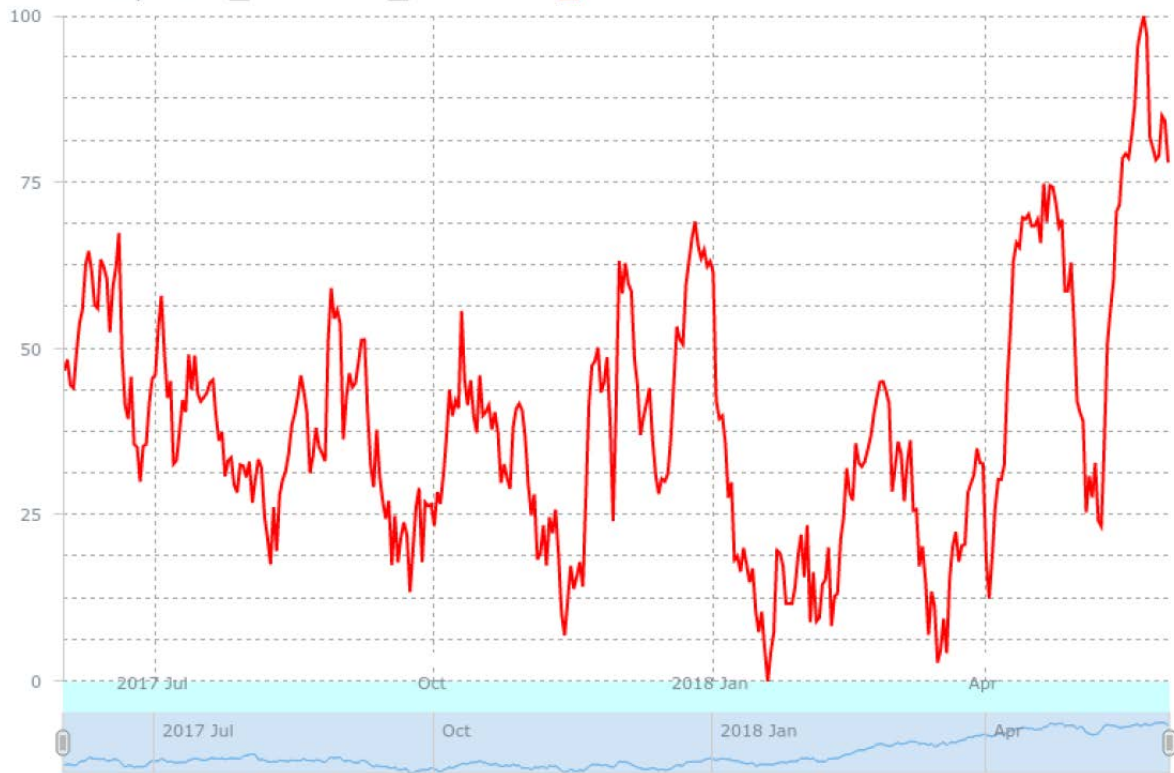
Historical Fuel price trends over the last 30 years indicated that fuels should be purchased in the months of November thru December for the following year as shown on the chart below. In the last 5 years price trends indicate that fuels should be purchased in January. As the world economy continues to improve crude oil costs will increase.



LT BB

### June RBOB Gasoline(NYM) Historical Patterns

31 May 2018 30-Yr: 88.6 15-Yr: 93.96 5-Yr: 78

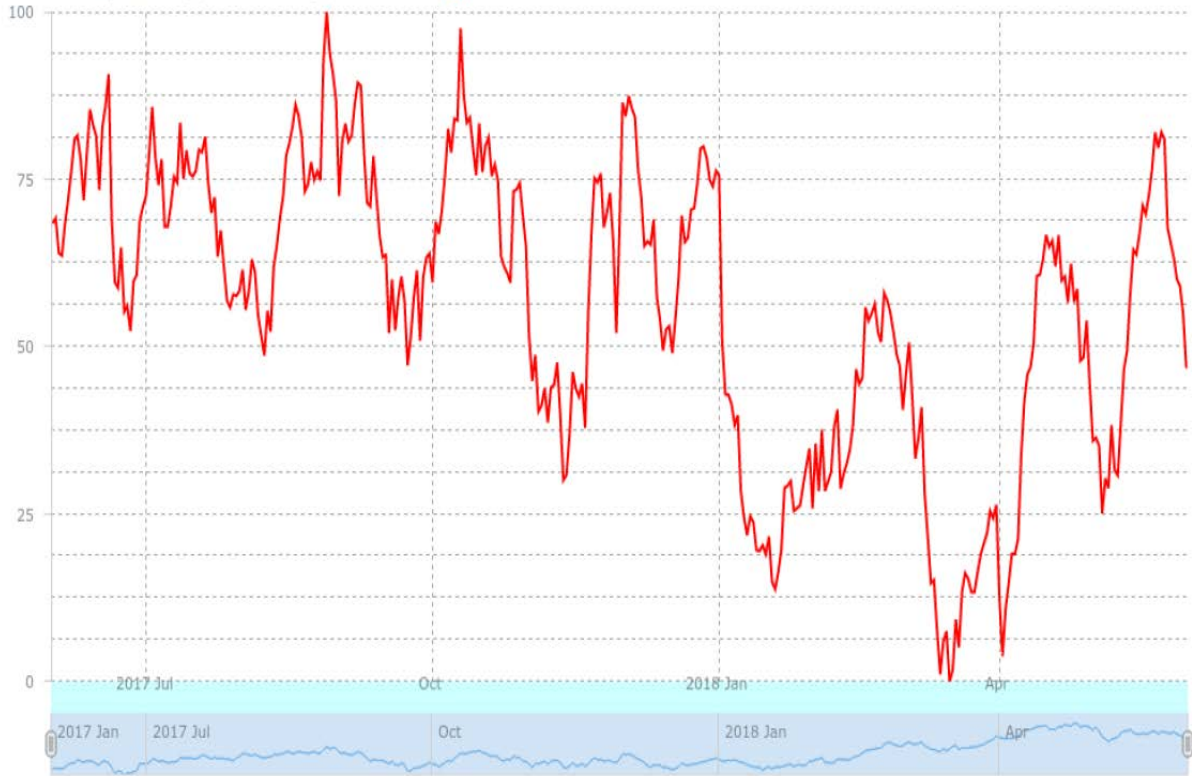


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LT BB

### June NY Harbor ULSD(NYM) Historical Patterns

31 May 2018 30-Yr: 70.4 15-Yr: 64.28 5-Yr: 46.82





**COUNCIL PROCEEDINGS  
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL  
OF BLOOMINGTON, ILLINOIS**

The Council convened in regular Session in the Council Chambers, City Hall Building, at 7:00 p.m., Monday, November 10, 2014.

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

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

**Aldermen: Judy Stearns, Kevin Lower, David Sage, Diana Hauman, Joni Painter, Scott Black, Karen Schmidt, Jim Fruin, Mboka Mwilambwe and Mayor Tari Renner.**

**City Manager David Hales, Chief Deputy City Clerk Renee Gooderham, and Corporate Counsel Jeff Jurgens were also present.**

**Staff absent: City Clerk Tracey Covert.**

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

**Gary Lambert, 3018 E. Oakland Ave., addressed the Council. He cited concerns with Purchase of Lot 47 and 48 of Empire Business Park Preliminary Plan utilizing a \$750,000 state legislative grant from Senator Bill Brady and entering into an Agreement with Central Catholic High School.**

**Mike Whelan, 2614 Rainbow, Unit #1, addressed the Council. He cited support for the Text Amendment to Chapter 1, Adoption of Administrative Adjudication System. He had practiced law for thirty-seven (37) years. The last seven (7), he was a certified arbitrator in the 11<sup>th</sup> Judicial Circuit in the mandatory arbitration program. He believed same would free court system time.**

**Alton Franklin, 508 Patterson Dr., addressed the Council. He had attended the Council Retreat held on November 7 & 8, 2014. He believed the exercise on values should have focused on courage, honor and commitment.**

**Josh Schmidgall, Bloomington, address the Council. He was from Cities Talk FM 92.9 radio station. He welcomed Stephen Rasmussen, Asst. City Manager.**

**Dale Mills, 3008 Clearwater, addressed the Council. He believed the sign at Miller Park was too small. Children would still climb on same.**

Motion: That the reading of the minutes of the previous Council Proceedings of November 10, 2014 and the Special Meeting Minutes of November 5, 2014 be dispensed with and the minutes approved as printed.

Motion: \_\_\_\_\_ Seconded by: \_\_\_\_\_

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

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City Manager David Hales, Chief Deputy City Clerk Renee Gooderham, and Corporate Counsel Jeff Jurgens were also present.

Staff absent: City Clerk Tracey Covert.

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

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Josh Schmidgall, Bloomington, address the Council. He was from Cities Talk FM 92.9 radio station. He welcomed Stephen Rasmussen, Asst. City Manager.

Dale Mills, 3008 Clearwater, addressed the Council. He believed the sign at Miller Park was too small. Children would still climb on same.

**The following was presented:**

Meritorious Service Award for Shawn Albert, presented by Brendan Heffner, Police Chief.

**Brendan Heffner, Police Chief presented same. He noted that Officer Albert's level of commitment was unparalleled.**

**The following was presented:**

Presentation to former Alderman Rob Fazzini.

**The following was presented:**

Introduction Austin Grammer, Economic Development (ED) Coordinator.

**David Hales, City Manager, addressed the Council. He noted that Mr. Grammer previously was employed at Heartland Community College, in the Workforce Development Center as the Customized Training Coordinator. He holds a Bachelor's Degree in Communications and was currently working on a Masters in Business Administration.**

**Austin Grammer, ED Coordinator, addressed the Council. He was looking forward to working with Bloomington Normal Economic Development Center, Downtown Business Association and on other special projects.**

**The following was presented:**

National Education Award for Miller Park Zoo, presented to Jay Tetzloff, Miller Park Superintendent.

**The following was presented:**

Community Development Participation in Community Development Block Grant Program 40<sup>th</sup> Year, presented to Tom Dabareiner, Director of Community Development and Sharon Walker, Code Enforcement Division Manager.

**Sharon Walker, addressed the Council. Ms. Walker introduced Jennifer Toney, Grants Coordinator.**

**David Hales, City Manager, addressed the Council. He stated Ms. Walker was the epitome of customer service.**

**The following was presented:**

Proclamation Declaring November 2014 American Diabetes Month, presented to Lori Schlosser, Chair ADA Greater Illinois Area Community Leadership Board.

**The following was presented:**

Introduction of Stephen Rasmussen, Asst. City Manager.

**David Hales, City Manager, addressed the Council. Mr. Rasmussen was a retired Army Colonel who received the Bronze Star. He held a Bachelor's Degree in Engineering and Masters in English and International Affairs. He would oversee the following departments: Public Works, Water, Community Development and Parks, Recreation and Cultural Arts.**

**Stephen Rasmussen, Asst. City Manager, addressed the Council. He was excited to begin working with same on various projects.**

**The following was presented:**

SUBJECT: Council Proceedings of October 27, 2014

**RECOMMENDATION/MOTION:** That the reading of the minutes of the previous Council Proceedings of DATE be dispensed with and the minutes approved as printed.

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

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

**BACKGROUND:** The Council Proceedings of October 27, 2014 have been reviewed and certified as correct and complete by the City Clerk.

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

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

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Tracey Covert, City Clerk



Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Black that the reading of the minutes of the previous Council Proceedings of October 27, 2014, be dispensed with and the minutes approved as printed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Bills and Payroll

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

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

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

**BACKGROUND:** The list of bills and payrolls will be posted on the City's website on November 6, 2014.

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

**FINANCIAL IMPACT:** Total disbursements information will be provided via addendum.

Respectfully submitted for Council consideration.

Prepared by: Renee Gooderham, Chief Deputy City Clerk

Financial & budgetary review by: Patti-Lynn Silva, Director of Finance

Recommended by:

David A. Hales  
City Manager

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Appointment to the Bloomington-Normal Japan Sister City Committee and Board of Library Trustees

**RECOMMENDATION/MOTION:** That the Appointments be approved.

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

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

**BACKGROUND:** I ask your concurrence in the appointment of Catrina Lee Murphy 1219 South Mason, Bloomington, IL 61701, to the Bloomington-Normal Sister City Committee (Japan). Her three (3) year term will expire April 30, 2017. Ms. Murphy is replacing Rich Strle.

I ask your concurrence in the appointment of Jared Allen Brown 18 Chatsford Court, Bloomington, IL 61704, to the Board of Library Trustees. His three (3) year term will expire April 30, 2017. Mr. Brown is replacing Peggy Burton.

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

**FINANCIAL IMPACT:** None.

Respectfully submitted for Council consideration.

Prepared by: M. Beth Oakley, Executive Asst.

Recommended by:

Tari Renner  
Mayor

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

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

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

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

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

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

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

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

These specifications are important to the City’s ability to respond to its citizens needs in a natural or man-made disaster. These services include, bulk fuel transport to the bulk tank at the Public Works fuel station, deliveries to various smaller fuel tanks at the parks, golf courses, emergency generators for the Water Department, Fire Stations, US Cellular Coliseum, sewer lift pump stations, and to fire apparatus at working fires. The fuel cards are used to purchase fuel from local stores when the Public Works Department fuel station is out of service for maintenance. The local tank farm insures the ability to deliver fuel from the tank farm to the City in the event of disaster. The City has used this service in recent winters during the big snow events when bulk fuel transports could not deliver fuel. Evergreen FS offers a fuel risk management program (hedging) that allows school and municipalities to pool their fuel purchases for volume discounts and guaranteed fuel costs. Evergreen FS provides fuel storage tank sampling and testing with storage tank maintenance recommendations at no charge to the City on an annual basis.

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

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

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

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Maintenance

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

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

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Analysis of RFQ for Professional Engineering Services Agreement with Midwest Engineering Associates, Inc. for the Briarwood Subdivision Infrastructure Rehabilitation project (RFQ #2015-16)

**RECOMMENDATION/MOTION:** Recommend that the Agreement with Midwest Engineering Associates, Inc. for the Briarwood Subdivision Infrastructure Rehabilitation project be approved, in the amount of \$170,881.79, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a. Better quality roads and sidewalks, 2c. Functional, well-maintained sewer collection system; and 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

**BACKGROUND:** The Briarwood Subdivision was constructed in 1921. Minimal improvements to the sewers, water mains and streets have been performed since its construction. A few residents have experienced sewer backup problems and several residents have expressed



concern about flooding during rain events and the poor condition of the streets. This project involves the complete rehabilitation of the sewers, water mains and streets in the subdivision. Staff recommended and Council approved including provisions in the FY 2015 budget to engage the services of a consultant for the Briarwood Subdivision Infrastructure Rehabilitation project.

Midwest Engineering Associates, Inc. was selected using the Professional Services Quality Based Selection Process. This process involved: 1) sending out Request for Qualifications (RFQ) specific to the project; 2) reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the list to three consultants; 3) interviewing the consultants; and 4) selecting a top consultant and negotiating a fee with them.

These four (4) tasks are often referred to as a two-step professional services selection process. The City's Procurement Manager reviewed this process relative to the subject contract and confirmed that the procedure was performed in accordance with applicable standards. A list of the engineering firms that submitted Statements of Qualifications and the three (3) engineering firms that were selected for interviews were selected.

In accordance with The Brooks Act - Federal Government Selection of Architects and Engineers (Public Law 92-582), the Illinois Local Government Professional Services Selection Act (50 ILCS 510) and the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535), the Quality Based Selection Process must be followed if federal or state grants, loans or any other federal or state monies are used to fund any portion of the project.

Under the proposed professional engineering services contract, the selected engineering firm will be performing surveys, design and preparing construction documents. The contract amount included in the Professional Engineering Services Contract will be a not to exceed amount. The final overall rates and fee proposed by Midwest Engineering Associates, Inc. is fair, appropriate and competitive for the scope of work included. The anticipated design completion date is May 10, 2015.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The Request for Qualifications (RFQ #2015-16) was posted on the City website and advertised in The Pantagraph on August 1 and August 8, 2014.

**FINANCIAL IMPACT:** This project is budgeted for \$150,000 in the FY 2015 Budget under Motor Fuel Tax-Engineering Services (20300300-70050). Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 11, 279, 292 and 293. The \$20,881.79 difference in funding will come from the construction portion of the Linden Street Bridge Deck replacement budgeted in FY 2015 for \$660,000. This project will only use approximately \$60,000 for the design portion and Public Works will rebudget the \$600,000 in a future fiscal year allowing the budgeted funds to be available in the Motor Fuel Tax Fund for the Briarwood project.

Respectfully submitted for Council consideration.

Prepared by:

Kevin Kothe, City Engineer

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Black that the Agreement with Midwest Engineering Associates, Inc. for the Briarwood Subdivision Infrastructure Rehabilitation project be approved, in the amount of \$170,881.79, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Purchase of GovDelivery Software Licenses

**RECOMMENDATION/MOTION:** That the two (2) year agreement with GovDelivery, for a license and subscription of an Email and Digital Subscription Management environment, be approved and that the Procurement Manager be authorized to issue a Purchase Order for same. The license is sold through the General Services Administration (GSA GS-35F-0256K) contract by FedResults, Inc. of Herndon, VA for a total of \$24,000.00, billed annually in two \$12,000 payments.

**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:** Police and Information Services Departments staff have identified a need for the E911 Call Center dispatchers to be able to post messages on the various social networks that

the City uses to enhance communication delivery to its citizens. The dispatchers do not need full access to social media sites that would allow replying to incoming messages. Rather, they simply need to be able to post messages that could often be of a high priority. Staff has been researching how best to provide this access to a relatively large number of internal users.

Today, staff uses a software solution called HootSuite to efficiently deliver a single message to multiple social networks at once. HootSuite is an enterprise solution that allows staff to provide access for multiple City users to the City's various social network accounts without having to share the administrative level credentials for those sites. HootSuite also logs all activity to provide auditing capabilities for the social networking sites. This system works very well for the power users throughout multiple City departments, providing them the full access they need while also tracking and managing all account activity.

HootSuite, however, is a relatively expensive solution when a larger number of users need to be given relatively limited access to those social networking sites. For the Call Center dispatchers, staff needs to provide only the capability to send simple but high priority messages out through the social networks. The HootSuite system is overkill for this relatively simple need, and becomes expensive when that larger number of users needs to be accommodated.

Information Services staff has also identified the need to upgrade or replace the current email list serve solution. The City is currently using an aging list manager solution from Lyris. Staff researched the features, functionality and cost to upgrade our current version of the Lyris product. Through the upgrade, its functionality would be greatly improved. It would also provide more than simple email list management as the current version does, adding the ability to send messages through the multiple social sites the City now uses.

Although the Lyris product has performed well for what it was designed for, staff believes there might be an opportunity to find a single solution that could provide both email list management and the limited "send only" capability needed for the larger number of City users. With the popularity of social media forms of communication, staff believes it critical to be able to provide access to this form of communication in an easy and safe way. This access will allow City departments to communicate more effectively to a wider citizen audience.

Through its research, staff has identified a solution from GovDelivery as being able to both replace the Lyris List Manager and to also augment the HootSuite social media management environment. GovDelivery will provide social media access at a lower cost for City staff, (such as the Call Center dispatchers), that need only a basic ability to send out messages to multiple social networks at one time.

Although there are other solutions on the market that provide certain subsets of the features of the GovDelivery solution, staff believes GovDelivery to be a very complete solution at an extremely competitive cost. GovDelivery is also created specifically with the needs of governmental agencies in mind. Below are a list of features/functions that staff believes help set the GovDelivery solution apart from any competitors.

Unlimited Contacts  
Unlimited Storage  
Unlimited messages to subscribers  
Self-subscribe to specific lists/topics  
99% guaranteed deliverability to subscribers  
24/7 technical support  
Email bounce back management  
Website message archive available at no extra cost  
Single message to many platforms at once (email, text, Twitter, Facebook, RSS feeds)  
All-in-one electronic communications platform  
Page notification when web pages are updated  
Sign-up available by both topics and sub-topics  
Work flow settings to limit access by staff  
Ability to export data and reports from system  
Cross promotion between other agencies also using the GovDelivery system. Listings on other agencies registration pages.  
Users can choose instant, daily, weekly or monthly alerts  
Citizens can opt in to receive updates from agency via personalized RSS feed  
Target a specific audience by filtering subscriber data  
Tailored to meet the needs of government; only available to, and used by, governmental agencies  
Section 508 compliance; accessibility standards for users that require screen readers to obtain information

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

**FINANCIAL IMPACT:** Staff has identified the following cost comparisons in support of the GovDelivery solution.

\$57,500 – HootSuite yearly cost to provide limited “post only” social media site access to thirty (30) users, by purchasing additional licenses.

\$12,000 – Lyris yearly cost to provide current email list management functionality, while also providing social media integration.

\$12,000 – GovDelivery yearly cost to provide current email list management with social media integration and also providing limited “post only” access to an unlimited number of users within the City.

Funds for the license subscription of the GovDelivery Email and Digital Subscription Management environment are included in the FY 2015 Budget under Information Services-Repair and Maintenance Office and Computer Equipment account (10011610-70530). Stakeholders can locate this in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 164.

Respectfully submitted for Council consideration.

Prepared by:

Scott Sprouls, Director of Information Services

Reviewed by: Alexander S. McElroy, Asst. to the City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**RESOLUTION NO. 2014 - 54**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PURCHASE OF SOFTWARE LICENSES FOR THE E911 CALL  
CENTER FROM GOVDELIVERY AT A PURCHASE PRICE OF \$24,000**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Procurement Manager be authorized to issue a Purchase Order for software licenses for the E911 Call Center from GovDelivery at a Purchase Price of \$24,000.

ADOPTED this 10<sup>th</sup> day of November, 2014.

APPROVED this 12<sup>th</sup> day of November, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

(ON FILE IN CLERK'S OFFICE)

**Motion by Alderman Painter, seconded by Alderman Black that the two (2) year agreement with GovDelivery, for a license and subscription of an Email and Digital**



**Subscription Management environment, in the amount of \$24,000, be approved, the Mayor and City Clerk authorized to execute the necessary documents.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Waive Formal Bid Process and Authorize Payment to Stark Excavating, Inc., for Installation of an Additional Fire Hydrant and Water Main for Replacement on State St.

**RECOMMENDATION:** That the Formal Bid Process be waived, payment to Stark Excavating, Inc., for installation of a fire hydrant and water main be approved, in the amount of \$28,543.42, and the Resolution adopted.

**STRATEGIC PLAN LINK:** Goal 2: Upgrade City infrastructure and utilities.

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2: Quality water for the long term.

**BACKGROUND:** Stark Excavation was the contractor performing water main and sewer replacement work for the Locust Colton CSO project. Work was performed during the Locust Colton CSO project. During the time Stark was performing water main work on E. Washington St., the former Director of Water instructed Stark Excavation to install an additional fire hydrant and water main at Washington St. and State St. The additional fire hydrant was installed to provide fire protection to Washington Grade School. The closest fire hydrant to the school was located on the north side of Washington Street. The water main was extended on Washington to State; this will prevent future excavation that would have to close Washington St. when infrastructure needs to be replaced. The work was performed by Stark, was not IEPA eligible.

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

**FINANCIAL IMPACT:** This was not appropriated in the FY 2015 Budget but there are budgeted funds available in the Water Transmission & Distribution-Water Main Construction & Improvement (50100120-72540). Stakeholders can locate this in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on page 138.

Respectfully submitted for Council consideration.

Prepared by:

Brett Lueschen, Interim Director of Water

Reviewed by: Sue McLaughlin, Interim Asst. City Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**RESOLUTION NO. 2014 - 55**

**A RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND  
AUTHORIZING THE PAYMENT TO STARK EXCAVATING, INC., FOR  
INSTALLATION OF A FIRE HYDRANT AND WATER MAIN IN THE AMOUNT OF  
\$28,543.42**

Be It Resolved by the City Council of the City of Bloomington, Illinois,

1. That the bidding process be waived and the Payment be authorized to Stark Excavating, Inc., in the amount of \$28,543.42 for fire hydrant and water main installation.

ADOPTED this 10<sup>th</sup> day of November, 2014.

APPROVED this 12<sup>th</sup> day of November, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Painter, seconded by Alderman Black that the Formal Bid Process be waived, payment to Stark Excavating, Inc., for installation of a fire hydrant and water main be approved, in the amount of \$28,543.42, and the Resolution adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Scheduled Vehicle Replacement for the Public Works Engineering Division Departments

**RECOMMENDATION/MOTION:** Purchase One (1) Ford Transit Connect from Curry Motors Frankfort, IL utilizing the Northwest Suburban Purchasing Cooperative Contract Number 139, in the amount of \$22,195, be approved and the Procurement Manager be authorized to issue a Purchase Order for same.

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

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

**BACKGROUND:** The Engineering Division has a Mitsubishi IMEV that is on a two (2) year lease. The lease ends this January. The IMEV is a very dependable unit that has not had any major problems during the lease period. The IMEV is an electric vehicle with limited range capabilities. It has not proved to be a good fit for inspections in the Engineering Division because of the small size and limited cargo space. In addition, the small size makes it difficult to go over curbs and on construction sites hard to see when parked along the side of the road at inspection sites. The cargo area is not sufficient to transport the needed testing and inspection equipment. Staff will continue to explore areas where electric vehicles can be utilized by the City. The Transit Connects that are in service at the City have proven to be very useful. They provide secure storage and keep expensive tools and equipment out of the weather. The IMEV will be returned at the end of the lease.

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

**FINANCIAL IMPACT:** The \$22,281 budgeted for the replacement of this vehicle is in the FY 2015 Budget under the FY 2015 Capital Lease-Capital Outlay Licensed Vehicles (40110131-72130). The replacement unit will cost \$22,195. Stakeholders can find this information in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 114 and 265.

Respectfully submitted for Council consideration.

Prepared by: Rob Kronen, Superintendent of Fleet Maintenance

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Black that the Purchase One (1) Ford Transit Connect from Curry Motors Frankfort, IL utilizing the Northwest Suburban Purchasing Cooperative Contract Number 139, in the amount of \$22,195, be approved and the Procurement Manager be authorized to issue a Purchase Order for same.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Scheduled Vehicle Replacements for the Water Department

**RECOMMENDATION/MOTION:** Purchase three (3) Ford Transit Connects from Curry Motors Frankfort, IL utilizing the Northwest Suburban Purchasing Cooperative Contract Number 139, in the amount of \$66,585, be approved and the Procurement Manager be authorized to issue a Purchase Order for same.

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

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

**BACKGROUND:** Water Transmission and Distribution Division has a 2006 Dodge Dakota that currently has over 112,000 miles. It is scheduled for replacement this Fiscal Year (FY). This unit

has had front end, brake, drive line, and transmission problems. The maintenance cost to date for this unit is \$13,295.87.

The Water Meter Service Division has a 2006 Dodge Dakota that will have about 84,000 miles on it when the replacement arrives and has a total maintenance cost to date of \$9,452.21. This unit has had brake, suspension, transmission, and electrical issues. The Water Meter Service Division also have a 2007 Dodge Dakota that will have over 93,000 miles on it when the replacement arrives and has a total maintenance cost of \$11,769.67 to date. This unit has had engine and body electrical, steering, brake, and transmission issues.

There is currently a Transit Connect in service at the Water Department and it has proven to be very useful. It provides secure storage and keeps expensive tools and equipment out of the weather. Staff request that the replaced units be declared surplus and sold at public auction on Public Surplus.com. The units are expected to bring a total of \$15,000 at auction.

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

**FINANCIAL IMPACT:** The Water Transmission and Distribution 2006 Dodge Dakota replacement will be paid out of the FY 2015 Capital Lease-Capital Outlay Licensed Vehicles (40110131-72130) and has \$22,281 in the FY 2015 Budget. The replacement unit will cost \$22,195.

The Water Meter Service Division 2006 and 2007 Dodge Dakotas replacements will be paid out of the FY 2015 Capital Lease-Capital Outlay Licensed Vehicles (40110131-72130) and have \$46,154 budgeted respectively. The replacement units will cost \$44,390 in total. Stakeholders can find this information in the FY 2015 Budget Book titled "Other Funds & Capital Improvement Program" on pages 114 and 266.

Respectfully submitted for Council consideration.

Prepared by: Rob Kronen, Superintendent of Fleet Maintenance

Reviewed by: Brett Lueschen, Interim Director of Water

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Black that the Purchase three (3) Ford Transit Connects from Curry Motors Frankfort, IL utilizing the Northwest**



**Suburban Purchasing Cooperative Contract Number 139, in the amount of \$66,585, be approved and the Procurement Manager be authorized to issue a Purchase Order for same.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT: Analysis of Bids for the Police Department Uniform and Equipment Purchase (Bid #2015-18)**

**RECOMMENDATION/MOTION:** That the bid be awarded to Sam Harris Uniforms to provide Police Officer uniforms on an “as needed” basis, for the amount not to exceed the annual police uniform budget, with the terms of said bid being until April 30, 2015, with the option for five (5) one-(1) year renewals, and the Procurement Manager be authorized to issue a blanket Purchase Order for same.

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

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

**BACKGROUND:** The City last signed an equipment purchase contract for police uniforms and equipment in March 2008. In order to assure the City is receiving competitive pricing on specified uniform and equipment with a high level of service, the bid was published in September 24, 2014. Only two (2) companies, Ray O’Heron Company and Sam Harris Uniforms, submitted complete bids for this contract. A third company submitted a bid, but was not responsive to all items, only footwear. An analysis of the bids submitted showed that Sam Harris Uniforms bid was lower on a majority of the individual items. The cumulative cost of initially outfitting an officer indicated that Sam Harris Uniforms was \$353.39 less than Ray O’Heron. More in depth analysis indicated that the items of clothing most often replaced were on average twenty-three percent (23%) less expensive through Sam Harris Uniforms.

Below is a line by line cost of items included in this bid:

<b>Item</b>	<b>Sam Harris Uniforms</b>	<b>Ray O’Heron</b>
Short Sleeve Shirt	\$49.95	\$61.00
Long Sleeve Shirt	\$53.95	\$67.50
Pants	\$68.50	\$80.50
Dress Pants	\$57.95	\$74.50
Coat	\$245.00	\$300.00
Summer Hat	\$43.00	\$59.00
Winter Hat	\$46.50	\$64.00
Garrison Belt	\$19.95	\$21.00
Duty Belt	\$39.95	\$41.00
Tie	\$6.95	\$4.99
Holster	\$140.00	\$176.00
Glove Pouch	\$15.95	\$16.00
Baton Holder	\$27.50	\$25.95
OC Holder	\$27.50	\$25.95
Handcuff Holder	\$27.50	\$25.95
Magazine Pouch	\$32.75	\$32.50
Raincoat	\$56.50	\$59.00
Boots	\$142.95	\$184.00
Outer Shirt Vest Carrier	\$64.95	\$72.00

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

**FINANCIAL IMPACT:** In FY 2015 Budget, \$131,000 is budgeted under Police-Uniforms (10015110-62190). Stakeholders can locate this in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 250. As of the date of this memo, \$99,958.47 remains available in the FY 2015 Budget.

Respectfully submitted for Council consideration.

Prepared by: Timothy Stanesa, Lt.

Reviewed by: Kenneth Bays, Asst. Police Chief

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Black that the bid be awarded to Sam Harris Uniforms to provide Police Officer uniforms on an “as needed” basis, for the amount not to exceed the annual police uniform budget, with the terms of said bid being until April 30, 2015, with the option for five (5) one (1) year renewals, and the Procurement Manager be authorized to issue a blanket Purchase Order for same.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Professional Engineering Services Agreement with Lewis, Yockey & Brown, Inc. (LYB) for the Ft. Jesse Rd. Reconstruction project

**RECOMMENDATION/MOTION:** That the Agreement with LYB for the Ft. Jesse Rd. Reconstruction project be approved, in the amount of \$125,000, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 2a. Better quality roads and sidewalks, and 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service.

**BACKGROUND:** Staff recommended and Council approved including provisions in the FY 2015 budget to engage the services of a consultant for the Ft. Jesse Rd. Reconstruction project.

LYB completed the design, construction plans and specifications for the previous Ft. Jesse Rd. Reconstruction project between Airport Rd. and Kaisner Dr. Since the current project is a direct extension of this prior project, LYB has survey data and other records which will allow them to perform the work quickly and more efficiently. This is particularly important since the Mclean County Highway Department recently awarded a contract to reconstruct Towanda Barnes Rd. from Ft. Jesse Rd. to the Towanda Village limits. The contiguous or sequential construction of these two (2) projects will have less impact on the adjacent residents and commuters which utilize the subject roads.

Under the proposed professional engineering services contract, the selected engineering firm will be performing surveys, completing designs and preparing construction documents. The contract amount included in the Professional Engineering Services Contract will be a not to exceed

amount. The final overall rates and fee proposed by LYB is fair, appropriate and competitive for the scope of work included.

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

**FINANCIAL IMPACT:** This project is budgeted for \$80,000 in the FY 2015 Budget under Motor Fuel Tax-Engineering Services (20300300-70050). Stakeholders can locate this in the FY 2015 Budget Book titled “Other Funds & Capital Improvement Program” on pages 11, 279, 288 and 289. To compensate for the \$45,000 gap in funding, the construction portion of the Linden St. Bridge Deck replacement budgeted in FY 2015 for \$660,000 will use approximately \$60,000 for the design portion and Public Works will re budget the \$600,000 in a future fiscal year allowing the budgeted funds to be available in the Motor Fuel Tax Fund for the Ft. Jesse Rd. Reconstruction project.

Respectfully submitted for Council consideration.

Prepared by: Kevin Kothe, City Engineer

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**Motion by Alderman Painter, seconded by Alderman Black that the Agreement with Lewis, Yockey & Brown, Inc. for the Ft. Jesse Rd. Reconstruction project be approved, in the amount of \$125,000, and the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Application of Mac's Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., 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

**RECOMMENDATION/MOTION:** Recommend that a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.

**STRATEGIC PLAN LINK:** Goal 4. Grow the local economy.

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Mac's Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., 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. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Ed Van Etten, District Manager and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. Ed Van Etten, District Manager and Applicant's representative, addressed the Commission. Mac's Convenience Stores, LLC was acquiring the two (2) Super Pantries located in the City. This store was located at 2412 S. Main St. This application was filed due to the change of ownership.

Commissioner Renner questioned Mr. Van Etten's liquor sales experience. Mr. Van Etten cited his fourteen (14) years of experience in the convenience store industry.

Commissioner Tompkins questioned the Emergency Contact sheet that had been filed as part of the application. Mr. Van Etten noted the Mac's corporate office had established a security call center. Local contacts would be either the Store Manager or himself.

Commissioner Tompkins cited the violation summary which had been included with the application. These violations involved sales to minors.

Mr. Van Etten informed the Commission that Mac's had adopted CBT, (Computer Based Training), for the stores' staffs. Store staff was instructed to check identification for anyone who appeared to be under the age of forty (40). Stores received evening telephone reminders to check identification. There was a sales log for restricted sales items, (alcohol and tobacco products). If store staff was found to have not checked identification, it was grounds for termination.



Commissioner Tompkins noted the total dollar value of the fines paid in the last three (3) years. He added that the City required BASSET, (Beverage Alcohol Sellers and Servers Education and Training), training for store managers.

Mr. Van Etten informed the Commission that all store staff would be BASSET certified. Commissioner Renner questioned if Mac's application was a leap of faith.

Commissioner Jordan questioned employee longevity. Mr. Van Etten noted that in the past employee tenure had been two to three (2 – 3) years. Due to company restraints regarding full/part time employees, employee tenure had been reduced to twelve to eighteen (12 - 18) months.

Commissioner Jordan questioned management presence at the store. Mr. Van Etten noted that the store manager generally worked first shift and the assistant store manager worked either second or third shift. Mac's currently held four (4) liquor licenses in the City.

George Boyle, Asst. Corporation Counsel, noted that Mac's application did not list any violations that occurred in the City.

Mr. Van Etten informed the Commission that he had been promoted to District Manager in October 2012. There had not been a violation at the stores in his district during his tenure as District Manager.

Mr. Boyle referred to the listing that had been included in Mac's application. There were five (5) violations listed in Normal. He acknowledged that there had not been a violation for Mac's since October 2012.

Commissioner Renner stated that there had been some issues with Mac's but there had not been a single violation since Mr. Van Etten became District Manager.

Commissioner Jordan added that this application involved a change of ownership.

Commissioner Renner restated that all store staff would be BASSET certified. He recommended that this occur within sixty (60) days after the liquor license is issued. Mr. Van Etten stated that he would contact Heartland Community College regarding the next class.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend to the Council that a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., be approved contingent upon compliance with all health safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.

Motion carried, (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on October 6, 2014 in accordance with City Code. In accordance

with City Code, approximately three (3) courtesy copies of the Public Notice were mailed on October 3, 2014. In addition, the Agenda for the October 14, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None. Request is for a change of ownership. Annual fee for a GPBS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

**Motion by Alderman Painter, seconded by Alderman Black that a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1407, located at 2412 S. Main St., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Application of Mac's Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., 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

**RECOMMENDATION/MOTION:** Recommend that a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.

**STRATEGIC PLAN LINK:** Goal 4. Grow the local economy.

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of Mac's Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., 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. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Ed Van Etten, District Manager and Applicant's representative.

Commissioner Renner opened the liquor hearing and requested that the Applicant's representatives address this request. Ed Van Etten, District Manager and Applicant's representative, addressed the Commission. Mac's Convenience Stores, LLC was acquiring the two (2) Super Pantries located in the City. This store was located at 1206 N. Towanda Barnes Rd. This application was filed due to the change of ownership.

Commissioner Renner questioned Mr. Van Etten's liquor sales experience. Mr. Van Etten cited his fourteen (14) years of experience in the convenience store industry.

Commissioner Tompkins questioned the Emergency Contact sheet that had been filed as part of the application. Mr. Van Etten noted the Mac's corporate office had established a security call center. Local contacts would be either the Store Manager or himself.

Commissioner Tompkins cited the violation summary which had been included with the application. These violations involved sales to minors.

Mr. Van Etten informed the Commission that Mac's had adopted CBT, (Computer Based Training), for the stores' staffs. Store staff was instructed to check identification for anyone who appeared to be under the age of forty (40). Stores received evening telephone reminders to check identification. There was a sales log for restricted sales items, (alcohol and tobacco products). If store staff was found to have not checked identification, it was grounds for termination.

Commissioner Tompkins noted the total dollar value of the fines paid in the last three (3) years. He added that the City required BASSET, (Beverage Alcohol Sellers and Servers Education and Training), training for store managers.

Mr. Van Etten informed the Commission that all store staff would be BASSET certified.

Commissioner Renner questioned if Mac's application was a leap of faith.

Commissioner Jordan questioned employee longevity. Mr. Van Etten noted that in the past employee tenure had been two to three (2 - 3) years. Due to company restraints regarding full/part time employees, employee tenure had been reduced to twelve to eighteen (12 - 18) months.

Commissioner Jordan questioned management presence at the store. Mr. Van Etten noted that the store manager generally worked first shift and the assistant store manager worked either second or third shift. Mac's currently held four (4) liquor licenses in the City.

George Boyle, Asst. Corporation Counsel, noted that Mac's application did not list any violations that occurred in the City.

Mr. Van Etten informed the Commission that he had been promoted to District Manager in October 2012. There had not been a violation at the stores in his district during his tenure as District Manager.

Mr. Boyle referred to the listing that had been included in Mac's application. There were five (5) violations listed in Normal. He acknowledged that there had not been a violation for Mac's since October 2012.

Commissioner Renner stated that there had been some issues with Mac's but there had not been a single violation since Mr. Van Etten became District Manager. He encouraged Mr. Van Etten to continue his efforts to kept Mac's record clean.

Commissioner Jordan added that this application involved a change of ownership. He questioned the lot size at this location. Mr. Van Etten responded that he did not know. Commissioner Jordan questioned if diesel fuel was available for sale at this location. Mr. Van Etten responded affirmatively.

Commissioner Renner restated that all store staff would be BASSET certified. He recommended that this occur within sixty (60) days after the liquor license is issued. Mr. Van Etten stated that he would contact Heartland Community College regarding the next class.

Motion by Commissioner Jordan, seconded by Commissioner Tompkins to recommend to recommend to the Council that a GPBS liquor license for Mac's Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., be approved contingent upon compliance with all health safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.

Motion carried, (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on October 6, 2014 in accordance with City Code. In addition, the Agenda for the October 14, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** None. Request is for a change of ownership. Annual fee for a GBPS liquor license is \$1,180.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

**Motion by Alderman Painter, seconded by Alderman Black that a GPBS liquor license for Mac’s Convenience Stores, LLC, d/b/a Circle K #1421, located at 1206 N. Towanda Barnes Rd., be created, contingent upon compliance with all applicable health and safety codes with the following condition: 1.) all store staff be BASSET certified within sixty (60) days of liquor license creation.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: Amendment to Prevailing Wage Resolution regarding Apprenticeship Requirements for Public Contracts in Excess of \$100,000

**RECOMMENDATION/MOTION:** Recommend that the Amended Resolution Ascertainning the Prevailing Rates of Wages for Laborers, Workers and Mechanics Engaged in Public Works be adopted to include language requiring apprenticeship participation requirements for public contracts in excess of \$100,000.

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

**STRATEGIC PLAN SIGNIFICANCE:** Objective 1c. Engaged residents that are well informed and involved in an open governance process.

**BACKGROUND:** The Prevailing Wage Act (820 ILCS 130/1 *et seq.*) requires that public bodies such as the City, which awards 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 in such work, and shall require that all contractors of the City pay those wages to their workers. This Act requires public bodies to adopt a resolution or ordinance ascertaining the wages by the end of July each year.

On July 14, 2014, the City adopted a Resolution Ascertainning the Prevailing Rates of Wages for Laborers, Workers and Mechanics Engaged in Public Works with the City of Bloomington.



Although not required by law, the Resolution, as proposed, contained language requiring contractors to provide proof of participation in an apprenticeship program if the contract is in excess of \$100,000. This had been a past practice of the City and was believed to have originally been added at the request of the Trades and Labor Council.

When the Resolution was discussed by the Council at the July 14, 2014 meeting, there were questions on whether the apprenticeship threshold had been lower in the past and this language was removed from the Resolution to allow the Council time to ascertain the correct number. The \$100,000 threshold has now been confirmed as the past practice of the City and accordingly this amended resolution is provided to incorporate and include the apprenticeship language.

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey R. Jurgens, Corporation Counsel

Review by: Tracey Covert, City Clerk

Recommended by:

David A. Hales  
City Manager

## **RESOLUTION NO. 2014 – 56**

### **AMENDED RESOLUTION 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, when the City of Bloomington timely adopted its resolution ascertaining the prevailing rates of wages on July 14, 2014, it was adopted without language requiring participation in apprenticeship programs for construction contracts in excess of \$100,000 as there had been debate as to the previous dollar amount threshold for this requirement; and

WHEREAS, City officials and staff have reviewed previous records and the City has historically set the apprenticeship requirement for those construction contracts in excess of \$100,000 and would like to continue said requirement and make such a part of the City's requirements on the award of construction contracts; and

WHEREAS, the City of Bloomington believes that contractors awarded contracts for public work as defined by state statute and this Resolution 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 RESOLVED 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 RESOLVED that the prevailing wages as established and regularly updated by the Illinois Department of Labor, as show on the attached McLean County Prevailing Wage for June 2014, 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 RESOLVED 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 RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution 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 RESOLVED 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 Resolution; and

BE IT RESOLVED that contractors awarded contracts for public work as defined by state statute and this Resolution 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 RESOLVED that the City Clerk shall mail a copy of this Resolution 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 RESOLVED that this Resolution shall supersede and take effect over Resolution 2014-29 and shall be considered the City's governing resolution on prevailing wages until further amendment and/or adoption of a new resolution setting for the prevailing wages in July of 2015; and

BE IT RESOLVED that the City Clerk shall promptly file a certified copy of this Resolution with the Department of Labor of the State of Illinois; and

BE IT RESOLVED 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 Resolution and that it is the effective prevailing wage determination of this public body.

ADOPTED this 10<sup>th</sup> day of November, 2014.

APPROVED this 12<sup>th</sup> day of November, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Painter, seconded by Alderman Black that the Amended Resolution Ascertaining the Prevailing Rates of Wages for Laborers, Workers and Mechanics Engaged in Public Works be adopted to include language requiring apprenticeship participation requirements for public contracts in excess of \$100,000.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Text Amendment to Chapter 29, Section 194B Clarifying When Vehicles May Be Impounded by the Police

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

**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:** In June, Chapter 29, Section 194B of the City Code was updated to reference the state statute providing for impoundment of motor vehicles by municipalities. That statute enumerates several offenses for which vehicles may be impounded. The statute also contains a catch-all provision that provides vehicles may be impounded when operated or used “in the commission of, or the attempt to commit, any other misdemeanor or felony offense in violation of the Criminal Code of 1961 or the Criminal Code of 2012, when so provided by local ordinance.” The proposed text amendment adds the catch-all language from the state statute to the City’s impoundment ordinance and thereby clarifies that vehicles may be impounded when used in the commission of, or in the attempt to commit, a felony or misdemeanor in the referenced criminal codes.

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

**FINANCIAL IMPACT:** Not applicable.

Respectfully submitted for Council consideration.

Prepared by: George D. Boyle, Asst. Corporation Counsel

Recommended by:

David A. Hales  
City Manager



**ORDINANCE NO. 2014 - 107**

**AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 29,  
SECTION 194B – VEHICLE SEIZURE AND IMPOUNDMENT**

SECTION 1. That the Bloomington City Code Chapter 29 Section 194B shall be and is hereby amended to read as follows: (additions are indicated by underlining; deletions are indicated by strikeouts):

**SEC. 194B VEHICLE SEIZURE AND IMPOUNDMENT.**

(a) Fee, Seizure and Impoundment. Vehicles used in the offenses listed in Section 11-208.7(b) of the Illinois Vehicle Code, 625 ILCS 5/11-208.7(b) or in any other misdemeanor or felony offense in violation of the Criminal Code of 1961 or the Criminal Code of 2012 are hereby declared contraband and subject to seizure and impoundment. The impoundment of any vehicle used in the commission of any of the foregoing offenses shall subject the owner to an administrative fee of \$400.00 plus costs of towing and storage.

(b) Removal and Seizure. Whenever a police officer has probable cause to believe that a vehicle is subject to seizure and impoundment pursuant to this Section, the police officer may cause the vehicle to be removed and relocated to a secure location. The officer shall inform any person in control of the vehicle of the seizure and the right to a prompt probable cause hearing and an administrative impoundment hearing as provided in this Section.

At the time the vehicle is towed, the officer shall notify or make a reasonable attempt to notify the owner, lessee, or person identifying himself or herself as the owner or lessee of the vehicle, or any person who is found to be in control of the vehicle at the time of the alleged offense, of the fact of the seizure and of the right of the vehicle owner or lessee to an administrative hearing. The police officer shall also provide notice that the motor vehicle will remain impounded pending the completion of an administrative hearing, unless the owner or lessee of the vehicle, or a lienholder, posts with the municipality a bond equal to the administrative fee as provided by this Section and pays for all towing and storage charges.

(c) Notice. The City will provide the registered owner or lessee of the vehicle and any lienholder of record with a notice of hearing. The notice shall:

1. be served upon the owner, lessee, and any lienholder of record either by personal service or by first class mail to the interested party's address as registered with the Secretary of State;
2. be served upon interested parties within 10 days after a vehicle is impounded by the City; and

3. contain the date, time, and location of the administrative hearing. An initial hearing shall be scheduled and convened no later than 45 days after the date of the mailing of the notice of hearing.

(d) Prompt Probable Cause Hearing. At any time prior to an administrative impoundment hearing, at the request of the owner of a vehicle or a person with authority from an owner, the Police Chief or his designee shall hold a prompt probable cause hearing. Said hearing shall occur within 24 hours of the request, excluding Saturdays, Sundays and holidays. At the hearing, any interested person shall be given a reasonable opportunity to be heard and present evidence. Formal rules of evidence shall not apply, and hearsay evidence shall be admissible. At the prompt probable cause hearing, the Police Chief or his designee shall determine whether probable cause exists for the seizure and impoundment of the vehicle pursuant to this Section and, if asserted by the owner, whether the vehicle was stolen from the owner. If the Police Chief or his designee determines that probable cause exists for the continued impoundment of the vehicle, the Police Chief or his designee shall order the vehicle held pending an impoundment hearing or payment of the bond and any towing and storage fees due. If the Police chief or his designee determines that probable cause for impoundment does not exist or that the vehicle was stolen from the owner, the Police Chief or his designee shall order the immediate release of the vehicle without payment of any penalties, fees or costs.

(e) Administrative Impoundment Hearing. A hearing officer designated by the City Manager shall hold an administrative impoundment hearing within 45 days of the notice of impoundment hearing sent pursuant to subsection (c) of this Section. A person seeking the hearing may waive the foregoing time restraint. At the impoundment hearing, any interested person shall be given a reasonable opportunity to be heard. Formal rules of evidence shall not apply, and hearsay evidence shall be admissible. The impoundment hearing shall comply with the requirements set forth in Section 11-208.7 of the Illinois Vehicle Code, 625 ILCS 5/11-208.7. At the impoundment hearing, the hearing officer shall determine by a preponderance of the evidence whether the vehicle was used in violation of a listed offense or whether the vehicle was stolen from the owner. If the hearing officer determines that the vehicle was not utilized in violation of any offense listed in Section 11-208.7(b) of the Illinois Vehicle Code, 625 ILCS 5/11-208.7(b), or that the vehicle was stolen from the owner, the hearing officer shall order the immediate release of the vehicle without payment of any administrative fee and the expeditious return of any bond or fee already paid by the vehicle owner or his agent. Any bond or fee returned shall be to the person who paid the bond or fee, unless directed otherwise by that person. Any person claiming a vehicle ordered released under this subsection shall have seven days from the date of the order of release within which to claim the vehicle without accruing additional storage charges; thereafter, the person claiming the vehicle shall be responsible for paying any and all storage charges that accrue. If the hearing officer determines the vehicle was used in the commission of a listed offense, the hearing officer shall order the vehicle held pending payment of the fee and any towing and storage fees which may be due.

(f) Innocent Defendant. In the event that a person is acquitted of all charges stemming from the incident for which the vehicle was impounded or is not charged within six months for any offense stemming from the incident for which the vehicle was impounded, that person may apply to the Police Chief for a full refund of any bond or administrative fee paid to release the vehicle.

A disposition of court supervision will be considered as a conviction and not an acquittal. Participation in a diversion program or similar program to avoid judicial consequences shall not be considered an acquittal for purposes of this Section. A plea agreement which calls for the dismissal of the charge for which the vehicle was impounded in exchange for a guilty plea to any other charge shall not be considered an acquittal for purposes of this Section. The Police Chief shall refund any bond or administrative fee paid, if an acquittal occurs or if charges are not likely to be brought within 6 months. Any fee or bond returned shall be to the person who paid the bond or fee, unless directed otherwise by that person. Any person claiming a vehicle ordered released under this subsection shall have seven days from the date of the order of release within which to claim the vehicle without accruing additional storage charges; thereafter, the person claiming the vehicle shall be responsible for paying any and all storage charges that accrue.

(g) Release of Vehicle. A vehicle seized and impounded under this Section shall be released to the owner or the owner's agent upon payment of the bond or administrative fee and all towing and storage fees accrued. Payment of the bond or administrative fee and towing and storage fees does not waive an owner's right to an impoundment hearing.

(h) Unclaimed Vehicle. Any vehicle not claimed by its owner or other interested party within thirty-five days after the impoundment hearing shall be considered abandoned and sold pursuant to State law. An owner or interested party may claim his/her vehicle by paying the administrative fee, towing and storage fees any time prior to sale of the vehicle.

(i) Nothing in this section shall be construed to prohibit the holding, forfeiture or impoundment of any vehicle pursuant to any other law or statute.

SECTION 2. Except as provided herein, the Bloomington City Code, as amended, shall remain in full force and effect.

SECTION 3. The City Clerk 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 be effective ten (10) days after the date of its publication.

PASSED this 10<sup>th</sup> day of November, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

**Motion by Alderman Painter, seconded by Alderman Black that the Text Amendment be approved and the Ordinance passed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Petition from Fox Creek Village, LLC Requesting Approval of a Final Plat for Fox Creek Village, 4<sup>th</sup> Addition, Located South of Fox Creek Rd. and West of Union Pacific Railroad

**RECOMMENDATION/MOTION:** That the Final Plat be approved and the Ordinance passed.

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

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

**BACKGROUND:** The original preliminary plan for the Fox Creek Village Planned Unit Development was passed by Council on May 23, 2003. The last approved final plat for this area was passed by council on July 22, 2013. The subject final plat conforms to the amended Preliminary Plan passed by Council on September 9, 2013.

Public improvements for this subdivision are ongoing; as a result, a punchlist for this subdivision does not exist at this time.

In accordance with the Annexation Agreement approved by Council April 25, 1994, there are no tap on fees required to be paid for this development before final platting. However, a revolving commercial surety bond for performance guarantee has been posted by the developer in the amount of \$150,000.00

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Fox Creek Village, LLC.

**FINANCIAL IMPACT:** The cost of all public improvements, platting, and recording will be borne by the petitioner.

Respectfully submitted for Council consideration.

Prepared by: Anthony J Meizelis, PE, Civil Engineer I

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

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager



**PETITION FOR APPROVAL OF FINAL PLAT**

State of Illinois )  
 )ss.  
County of McLean )

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

Now comes Fox Creek Village, LLC, an Illinois limited liability company hereinafter referred to as your petitioner, respectfully representing and requesting as follows:

1. That your petitioner is the owner of the freehold or lesser estate thereinof the premises hereinafter legally described in Exhibit A which is attached hereto and made a part hereof by this reference, of is a mortgagee or vendee in possession, assignee of rents, receiver, executor (executrix), trustee, lessee or other person, firm or corporation or the duly authorized agents of any of the above persons having proprietary interest in said premises;
2. That your petitioner seeks approval of the Final Plat for the subdivision of said premises to be known and described as Fourth Addition to Fox Creek Village Subdivision, Bloomington, Illinois.
3. That your petitioner also seeks approval of the following exemptions or variations from the provisions of Chapter 24 of the Bloomington City Code, 1960: None other than permitted by the Preliminary Plan and/or Annexation Agreement.

WHEREFORE, your petitioner respectfully prays that said Final Plat for the Fourth Addition to Fox Creek Village Subdivision submitted herewith be approved with the exemptions or variations as requested herein.

Respectfully submitted,

FOX CREEK VILLAGE, LLC,  
By Snyder Properties Trust, Member

By: Stephen W. Snyder  
One of its Trustees

**ORDINANCE NO. 2014 - 108**

**AN ORDINANCE APPROVING THE FINAL PLAT OF THE  
FOURTH ADDITION TO FOX CREEK VILLAGE SUBDIVISION**

WHEREAS, there was heretofore filed with the City Clerk of the City of Bloomington, McLean County, Illinois, a Petition for approval of the Final Plat of the Fourth Addition to Fox Creek Village Subdivision, legally described in Exhibit A attached hereto and made a part hereof by this reference; and

WHEREAS, said Petition requests the following exemptions or variations from the provisions of the Bloomington City Code-1960, as amended: None other than permitted by the Preliminary Plan and/or Annexation Agreement; and

WHEREAS, said Petition is valid and sufficient and conforms to the requirements of the statutes in such cases made and provided and the Final Plat attached to said Petition was prepared in compliance with requirements of the Bloomington City Code except for said requested exemptions and/or variations; and

WHEREFORE, said exemptions and/or variations are reasonable and in keeping with the intent of the Land Subdivision Code, Chapter 24 of the Bloomington City Code-1960, as amended.

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

1. That the Final Plat of the Fourth Addition to Fox Creek Village Subdivision and any and all requested exemptions and/or variations be, and the same is hereby approved.
2. That this Ordinance shall be in full force and effective as of the time of its passage this 10<sup>th</sup> day of November, 2014.

APPROVED:

Tari Renner  
Mayor

ATTEST:

Tracey Covert  
City Clerk

## Exhibit A – Legal Description

### Tract 1:

A part of Outlot 46 in the Second Addition to Fox Creek Village Subdivision in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 2008-26743 in the McLean County Recorder's Office, a part of Lot 2 in Fox Creek Country Club in the City of Bloomington, McLean County, Illinois, according to the plat recorded as Document No. 95-26592 in said Recorder's Office and a part of Lot 4 in Capen's Subdivision of Part of Sections 13 and 24, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southernmost Corner of Lot 58 in the Third Addition to Fox Creek Village Subdivision Planned Unit Development in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2013-21601 in the McLean County Recorder's Office. From said Point of Beginning, thence northwest 135.95 feet along the Southwesterly Line of said Lot 58 and the Southwesterly Line of Winding Way; thence northeast 19.97 feet along the West Line of Winding Way which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course to the Southeast Corner of Lot 55 in said Third Addition; thence northwest 81.55 feet along the South Line of said Lot 55 and the South Line of Lot 54 in said Third Addition which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence west 475.44 feet along the South Line of said Third Addition and the westerly extension thereof which forms an angle to the right of  $153^{\circ}-58'-53''$  with the last described course; thence south 250.00 feet along a line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to the Westerly Extension of the North Line of Outlot 26 in Fox Creek Village Subdivision according to the plat recorded as Document No. 2003-46554 in said Recorder's Office; thence east 623.28 feet along said Westerly Extension and the North Line of said Outlot 26 which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course to the Northeast Corner of said Outlot 26 being on the Northwesterly Right-of-Way Line of the former Chicago and Alton Railroad, said Right-of-Way Line also being the Southeasterly Line of Lot 4 in said Capen's Subdivision; thence northeast 5.50 feet along said Right-of-Way Line which forms an angle to the right of  $116^{\circ}-00'-45''$  with the last described course; thence northwest 25.00 feet along said Right-of-Way Line which forms an angle to the right of  $90^{\circ}-00'-00''$  with the last described course; thence northeast 134.35 feet along said Right-of-Way Line which forms an angle to the right of  $270^{\circ}-00'-00''$  with the last described course to the Point of Beginning.

### Tract 2:

A part of Lot 4 in Capen's Subdivision of Part of Sections 13 and 24, Township 23 North, Range 1 East of the Third Principal Meridian, and a part of Sections 18 and 19, Township 23 North, Range 2 East of the Third Principal Meridian, McLean County, Illinois, more particularly described as follows: Beginning at the Southeast Corner of Outlot 26 in Fox Creek Village Subdivision Planned Unit Development in the City of Bloomington, Illinois, according to the plat recorded as Document No. 2003-46554 in the said McLean County Recorder's Office. From said Point of Beginning, thence southwest 183.38 feet along the Northwesterly Right-of-Way Line of the former Chicago and Alton Railroad, said Right-of-Way Line also being the Southeasterly Line of said Lot 4 to the Southeast Corner thereof; thence west 687.80 feet along

the South Line of said Lot 4 which forms an angle to the left of 115°-15'-08" with the last described course to the Southwest Corner of said Lot 4; thence north 590.34 feet along the West Line of said Lot 4 which forms an angle to the left of 90°-45'-37" with the last described course to the intersection of said West Line and the Westerly Extension of the North Line of said Outlot 26; thence east 361.31 feet along said Westerly Extension which forms an angle to the left of 90°-00'-00" with the last described course to a corner of said Outlot 26 lying 618.97 feet east of the Northeast Corner thereof; thence south 30.00 feet along a North-South Line of said Outlot 26 which forms an angle to the left of 90°-00'-00" with the last described course; thence west 75.81 feet along an East-West Line of said Outlot 26 which forms an angle to the left of 90°-00'-00" with the last described course; thence south 404.66 feet along the West Line of said Outlot 26 which forms an angle to the left of 270°-00'-00" with the last described course to the Southwest Corner of said Outlot 26; thence east 482.66 feet along the South Line of said Outlot 26 which forms an angle to the left of 270°-00'-00" with the last described course to the Point of Beginning.

PIN: Part of 21-19-176-036  
Part of 21-19-176-037

**Motion by Alderman Painter, seconded by Alderman Black that the Final Plat be approved and the Ordinance passed.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

**SUBJECT:** Application of BNN Enterprises LLC, d/b/a Smoke Rings etc., located at 1414 S. Main St., requesting a PAS liquor license which would allow the sale of all types of packaged for consumption off the premises seven (7) days a week

**RECOMMENDATION/MOTION:** Recommend that a PAS liquor license for BNN Enterprises LLC, d/b/a BNN Enterprises LLC, located at 1414 S. Main St., be created, contingent upon compliance with all applicable health and safety codes with the following conditions: 1.) no single serve sales and 2.) no liquor sales on Sunday until 12 noon.

**STRATEGIC PLAN LINK:** Goal 4. Grow the local economy.

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

**BACKGROUND:** The Bloomington Liquor Commissioner Tari Renner called the Liquor Hearing to order to hear the application of BNN Enterprises LLC, d/b/a Smoke Rings etc., located at 1414 S. Main St., requesting a PAS liquor license which would allow the sale of all types of packaged for consumption off the premises seven (7) days a week. Present at the hearing were Liquor Commissioners Tari Renner, Geoffrey Tompkins and Jim Jordan; George Boyle, Asst. Corporation Counsel, Clay Wheeler, Asst. Police Chief, and Tracey Covert, City Clerk; and Brian Haskins, owner/operator and Applicant's representative.

Commissioner Renner opened the liquor hearing and stated that this Application had been laid over by the Commission at their September 9, 2014 meeting to allow City staff to address the separation distance between Smoke Rings and two (2) nearby churches, (Integrity Deliverance Ministries Integrity Church located at 1409 S. Main St. and Pilgrim Holiness Church located at 1409 S. East St.). It was noted that the City Code stated that the distance must be more than 100'.

George Boyle, Asst. Corporation Counsel, addressed the Commission. He reference state statute which also contained the 100' provision. He stated his understanding of this statute which addressed nearest part of the building not the property line boundaries.

Commissioner Tompkins questioned Mr. Boyle's interpretation. Mr. Boyle restated that there was no prohibition.

Commissioner Renner reminded the Commission that the Applicant had agreed to no single serve sale items.

Commissioner Jordan expressed his concerns. He cited the location of the two (2) churches and the impact of Pastor Brown's testimony at the Commission's September 9, 2014 meeting. He also cited neighborhood opposition. He recalled concerns raised regarding truck loading and unloading at this business. He questioned if the applicant planned to request a "T", Tavern, license after obtaining a "P", Packaged liquor license.

Commissioner Renner also stated that liquor sales would not be allowed until after 12 noon on Sundays.

Commissioner Renner questioned if there was anyone present who which to address this application either in support of or in opposition to.

Brian Haskins, owner/operator and Applicant representative, addressed the Commission. He thanked City staff for their efforts regarding the distances between his business and the two (2) churches. He had also taken measurements.

Commissioner Renner acknowledged that the distances were over 100', (i.e. Integrity Deliverance Ministries Integrity Church located at 1409 S. Main St. – 132' and Pilgrim Holiness Church located at 1409 S. East St. - 108').



Mr. Haskins addressed delivery concerns. Deliveries would be made in the morning. He agreed to the two (2) conditions, (no single serve sales and no Sunday sales until after 12 noon).

Commissioner Jordan questioned video gaming. Mr. Haskins stated that his business was not eligible. He would need a license to sell by the glass to be eligible.

Motion by Commissioner Tompkins, seconded by Commissioner Jordan to recommend to the Council that a PAS liquor license for BNN Enterprises LLC, d/b/a Smoke Rings etc., located at 1414 S. Main St., be approved contingent upon compliance with all health safety codes with the following conditions: 1.) no single serve sales and 2.) no liquor sales on Sunday until 12 noon.

Motion carried, (unanimously).

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Public notice was published in the Pantagraph on September 2, 2014 in accordance with City Code. In accordance with City Code, approximately 121 courtesy copies of the Public Notice were mailed on August 29, 2014. In addition, the Agenda for the October 14, 2014 Meeting of the Liquor Commission was placed on the City's web site. There also is a list serve feature for the Liquor Commission.

**FINANCIAL IMPACT:** This application represents a new liquor license. Annual fee for a PAS liquor license is \$1,410.

Respectfully submitted for Council consideration.

Recommended by:

Tari Renner  
Mayor

**Alderman Lower stated he had spoken with business owners and Pastor Joseph Brown, Integrity Deliverance Ministries Integrity Church, located at 1409 S. Main St. They had concerns with a liquor license at this location. He stated citizens and business owners worked hard to make the area vibrant.**

**Mayor Renner noted that this item had been heard twice by the Liquor Commission. The neighborhood had not expressed opposition. Rev. Brown had indicated support with the condition of no liquor sales on Sunday until 12 noon.**

**Motion by Alderman Lower, seconded by Alderman Schmidt that a PAS liquor license for BNN Enterprises LLC, d/b/a BNN Enterprises LLC, located at 1414 S Main St., be denied.**

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

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

**Nays: None.**

**Motion carried.**

**The following was presented:**

SUBJECT: 2015 Employee Benefit Renewal Summary

**RECOMMENDATION/MOTION:** Informational. Provider contracts are under legal review and will be provided for Council approval.

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

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

**BACKGROUND:** In August of this year, the Council approved a contract with Arthur J. Gallagher & Co. (AJG) to act as consultant and insurance broker for employee benefits. Since then, AJG has been meeting regularly with staff and has proceeded to act on the City's behalf in negotiating 2015 insurance rates with the City's employee benefit providers for health, dental, and life insurance. AJG also shopped the market through an RFP for stop loss coverage for the City's self-insured health plan, (Preferred Provider Organization or PPO plan) medical claims and undertook an analysis to determine whether the City should purchase stop loss coverage for the PPO prescription drug plan.

AJG has provided the attached summaries on their stop loss market analysis and 2015 renewal activities. The overall renewal results are positive and the graph provided by AJG provides comparative information on health care pricing and increases. Table 1 provides each plans increase. Table 2 indicates the total increase in calendar 2015 versus 2014 for health, dental and vision coverage. Full-time City employees have a choice in health plans between the self-insured PPO plan administered by Blue Cross and the fully-insured Health Alliance HMO plan. Sworn police also have access to a union plan which is under their control. All full-time employees also have the option of electing dental and vision coverage. The City covers the cost basic life insurance coverage for all full-time employees.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** The citizens and employees of the City.

**FINANCIAL IMPACT:** Not applicable.

Table 1: Summary of Increases for Plans

	Total 2014 Monthly Premium	Total 2015 Monthly Premium	Monthly Increase for Employee
<b>PPO Health Plan*</b>			
Single	\$566	\$609.69	\$10.92
Employee + One	\$1,148	\$1,294.16	\$20.79
Family	\$1,923	\$2,066.44	\$35.86
<b>Health Alliance HMO</b>			
Single	\$661	\$736	\$18.62
Employee + One	\$1,069	\$1,447	\$36.63
Family	\$1,798	\$2,001	\$50.66
	Total 2014 Monthly Premium	Total 2015 Monthly Premium	Monthly Increase for Employee
<b>Dental</b>			
Single	\$30.08	\$30.30	\$0.11
Employee + One	\$60.55	\$61.00	\$0.23
Family	\$91.67	\$92.36	\$0.34
<b>Vision**</b>			
Single	\$8.21	\$8.21	\$0
Employee + One	\$13.06	\$13.06	\$0
Family	\$17.89	\$17.89	\$0
<b>Group Life/AD&amp;D</b>			

Table 2: Employees' total monthly increase in calendar 2015 versus 2014.

	PPO	HMO
Single Health, Dental, Vision	\$11.03	\$18.73
Family Health, Dental, Vision	\$36.21	\$51.00

\*PPO Health plan increase includes expected increase to both medical and pharmacy plan costs. The medical claims are administered by Blue Cross/Blue Shield and the pharmacy by Catamaran under separate contracts.

\*\*Vision coverage is under contract to VSP and renews in 2017.

Respectfully submitted for Council consideration.

Prepared by: Laurie Wollrab, MBA, PHR, Comp& Benefit Manager

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**David Hales, City Manager, addressed the Council. He noted that Council had approved a contract with Arthur J. Gallagher & Co. (AJG) to act as consultant and insurance broker for employee benefits. AJG proactively reviewed employee benefits, identified best practices going forward and assists employees with healthy life style choices.**

**Erin N. Duffy, AJG's Area Vice President Public Sector Practice Health & Welfare Consulting, addressed the Council. AJG was the City's advocate. The goal was to manage costs, viewing the City holistically.**

**She noted that Blue Cross Blue Shield (BCBS), Preferred Provider Organization (PPO), renewal was a 3.9% increase. The average was 7.5%. Health Alliance, Health Maintenance Organization (HMO), had 11.27% renewal increase. BCBS' dental plan renewal increase was .7%. Life insurance costs remained the same. Prescription drug purchasing group, Catamaran Pharmacy Benefit Manager, had a projected savings of -6.5%. Discounts and rebates assisted with the savings.**

**AJG was asked to contact other stop loss carriers for competitive rates. Those contacted denied coverage due several claims running outside the stop loss. It was expected that premiums would double due to same. The renewal was negotiated from 13.3% to 7.6%.**

**Ms. Duffy noted table 1: Summary of Increases for Plans. Medical benchmarking information was provided. The Municipal Cooperative, known as IPBC, was a group of seventy-five (75) cities and villages who share in the cost of benefits. AJG compared the City's information to that of IPBC and all of AJG's customers across the country.**

**Mr. Hales questioned the HMO increase factors. Ms. Duffy stated the HMO was fully insured product. Limited data was provided due to same. There were large claims.**

**Mr. Hales questioned the Cadillac tax. Ms. Duffy explained it was an excise tax that begins 2018. It was a forty percent (40%) tax on plan values in excess of \$10,200 single employees and \$27,500 family. AJG goal was to begin planning now.**

**Ms. Duffy noted one of the initiatives was to establish an insurance committee. The committee would have employees from the unions and departments. The committee would address the renewal process, health care reform, wellness and how to engage employees with their benefits. The average employee tenure was 9.4 years. AJG's goal was to extend same.**

**Alderman Black cited concern with the Cadillac tax. Ms. Duffy stated the tax begins January 1, 2018. She believed it was critical to current union negotiations. The underwriters were currently trending all renewals at 9.3%. The federal government had not provided any more information since the establishment of same.**

**Mr. Hales reminded Council that the Police Union's had negotiated control over designing their health plan. Employees costs was twenty-five percent (25%).**

**Alderman Fruin cited encouragement with the establishment of employee committees. He questioned AJG's measurements with reference to the Cadillac tax. Ms. Duffy responded that every group was different. She noted that groups who have fifty percent (50%) employees in unions have a higher threshold.**

**Alderman Fruin questioned norms and/or averages of other municipalities. Ms. Duffy referred to the Medical Benchmarking chart that had been provided to the Council.**

**The following was presented:**

**SUBJECT:** Purchase of Lots 47 and 48 of Empire Business Park Preliminary Plat Utilizing a \$750,000 State Legislative Grant from Senator Bill Brady and to Enter into an Agreement with Central Catholic High School for Use of said Land as a Practice Field

**RECOMMENDATION/MOTION:** That the Purchase of Lots 47 & 48 Empire Business Park and Agreements be approved, and the Resolution adopted.

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

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

**BACKGROUND:** Sen. Brady has offered a \$750,000 state legislative grant to allow the City to purchase property next to McGraw Park, in the Empire Business Park, that Central Catholic High School is interested in for a practice football field. There are several moving parts to this transaction, which include a purchase agreement with the seller of the property, an Agreement with Central Catholic High School and a grant agreement with the Department of Commerce and Economic Opportunity, (DECEO) (CCHS).

A draft Purchase Agreement has been created, which lists the purchase price as \$750,000. An appraisal of the property was completed which valued the property at \$766,000.

Proposed in this purchase agreement, seller pays three percent (3%) but the Buyer's three percent (3%) is waived. The seller and buyer split the remaining closing costs. Also, the seller/developer is required to complete road improvements, which include Halls Ferry Rd.



connection to the south at the intersection with Cornelius Dr. and the extension of Cornelius Dr. east through the intersection with Halls Ferry within eighteen (18) months.

A draft agreement with CCHS is also proposed. In this agreement, the CCHS will enter into a fifteen (15) year agreement, with three (3) five (5) year renewals. They will have the ability to withdraw from the agreement, with a ninety (90) days notice, after each five (5) year increment. However, they are willing to continue to pay the \$1,700 per year for the remaining term of the agreement, if they opt out.

CCHS will take on the primary responsibilities for creating the practice field and maintaining, mowing and cleaning it at their own cost on a regular basis. CCHS will pay the City \$1,700 annually in rent for use of the field after it's created. This annual amount will increase, at a rate of the cost of living in the 6<sup>th</sup> and 11<sup>th</sup> years. CCHS expects work to begin immediately to create the practice field in time for the start of the 2015 practice season. Finally, CCHS will provide liability insurance coverage and list the City as an additional insured.

The City will take responsibility for annual turf management at a cost of \$2,500 per year. The City will also be allowed to open up the field for third party use with proper notice.

The \$750,000 allocated by Sen. Brady will be distributed through DCEO. Interim Bobbie Herakovich, Director of Parks, Recreation and Cultural Arts contacted DCEO and has completed a grant survey. This survey provides information for a forthcoming legal contract for the grant award which will be scheduled for Council consideration. Staff received official notification from DCEO that the \$750,000 legislative grant is allocated in the state's bond fund.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: CCHS.**

**FINANCIAL IMPACT:** It is estimated that there will be approximately \$433 for title charges (buyer) and recording fees. These fees will be paid from the Economic Development – Other Professional & Technical Services account (10019170-70220). The City will provide annual turf management that is estimated to be approximately \$2,500 per year and will not start until FY 2016. This expense will be proposed in the Parks Maintenance – Other Repair & Maintenance account (10014110-70590). The Stakeholder may locate the closing costs in the FY 2015 Budget Book titled “Budget Overview & General Fund” on page 386.

Respectfully submitted for Council consideration.

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

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

Legal review by: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

David A. Hales  
City Manager

**David Hales, City Manager, addressed the Council. He noted that discussion to acquire land for the expansion of McGraw Park originated in 2009 and with a \$31 billion State of Illinois Capitol Bill. He had spoken with Senator Brady who stated each legislator was given an allocation. There was short timeframe to make recommendations. They receive numerous requests. Central Catholic High School (CCHS) requested in 2009 to expand McGraw Park. CCHS stated that expansion would be non exclusive and used for football practice. Mr. Hales noted that they currently lease land at the Central Illinois Regional Airport. The lease expires 2015.**

**The bill provided the opportunity to acquire approximately four (4) acres. It would allow CCHS to have a practice football field, and allow for provide soccer fields. The public would have use of same after the football season. CCHS would enter into \$1,700 yearly lease agreement. CCHS would also spend \$20,000 to improve and develop the land.**

**Alderman Black was conflicted. He noted that the expansion was not part of the Parks Master Plan. He questioned rejection. Mr. Hales believed the money would go to another municipality. Senator Brady would make the determination.**

**Alderman Black believed accepting the grant benefited the community.**

**Alderman Mwilambwe questioned land use for soccer fields. Mr. Hales responded affirmative. He noted that the agreement required CCHS to develop a concept plan. The plan would be subject to approval.**

**Alderman Mwilambwe questioned cost. Mr. Hales stated \$2500 for turf management.**

**Alderman Hauman questioned current tax rate. She questioned tax dollars received from same. Mr. Hales believed the rate was farm land and dollars received were low.**

**Alderman Hauman questioned other land for CCHS' use. Mr. Hales stated none close to the school.**

**Alderman Stearns noted that once the City was owner the land would be tax exempt. She believed this was not a proper way to spend public money.**

**Alderman Fruin believed there was minimal cost to the City. He noted that there were a lot of organizations using City parks.**

**Alderman Lower was uncertain. He acknowledged Alderman Stearns' concerns. He believed support of the agreement could bring in revenue.**

**Alderman Painter questioned lighting and practice times. Football practices would end by 6:30 p.m. She questioned edification language. Jeff Jurgens, Corporation Counsel, addressed the Council. The contract had mirror language.**

**Motion by Alderman Fruin, seconded by Alderman Black that the Purchase of Lots 47 & 48 Empire Business Park and Agreements be approved, the Mayor and City Clerk be authorized to execute the necessary documents, and the Resolution adopted.**

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

**Ayes: Aldermen Painter, Hauman, Sage, Fruin, and Black.**

**Nays: Alderman Schmidt, Lower, Mwilambwe and Stearns.**

**Motion carried.**

**The following was presented:**

SUBJECT: Text Amendment to Chapter 1. Adoption of Administrative Adjudication System

**RECOMMENDATION/MOTION:** Recommend that the Text Amendment to Chapter 1 City Code Relating to Ordinance Enforcement through Administrative Adjudication be approved and the Ordinance passed.

**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:** For several months, staff from several departments have been working on the establishment of an administrative adjudication system to adjudicate City ordinance Violations, (OV). To establish an administrative court, the City need only pass an ordinance creating a hearing unit. A hearing officer will also need to be appointed who must be an attorney licensed to practice law in the State of Illinois for at least three (3) years. Upon approval of the ordinance establishing the administrative adjudication system, staff will issue a Request for Qualifications (RFQ) to obtain the necessary hearing officers. Under administrative adjudication, fines cannot exceed \$50,000 and the hearing officer's decision can be enforced, after the appeal period, in the same manner as a court judgment. To ensure due process, decisions of the hearing officer are appealable under the Administrative Review Law.

As an overview of the process, complaints will be brought before the hearing officer by the filing of a written pleading by an authorized City official. Service of the pleading/complaint can



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MICHAEL A. KEETON  
MARK D. WALTON  
CHRISTOPHER D. OSWALD  
ROBERT B. MCCOY  
JOSHUA D. HERMAN  
KATHERINE L. SWISE  
KATEAH M. MCMASTERS  
KATHLEEN M. CARTER  
LAUREN A. CHRISTMAS

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(OF COUNSEL)

JENNIFER KLEIN VANDEWIELE  
NANCY L. RABEL

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ROBERT HOLLIS MILLER (RET.)  
PATRICK A. MURPHEY (RET.)  
MICHAEL J. TIBBS (RET.)  
CHARLES H. YOUNG (RET.)  
THOMAS R. DAVIS (1952-2005)  
PAUL A. LEWIS (1949-2011)

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ALSO LICENSED IN:  
\* FLORIDA  
\*\* DISTRICT OF COLUMBIA  
\*\*\* ARKANSAS AND WISCONSIN

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Writer's Direct Email:  
Richard.Joseph@mhtlaw.com

October 22, 2018

Via Email Only

Jason Zumwalt  
Senior Real Estate Agent  
1112 W Anthony Dr  
Urbana, IL 61802

Re: LOT 11 and 12 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION  
5TH ADDITION (commonly known as 201 and 207 E. Hamilton Road,  
Bloomington, Illinois)

Dear Mr. Zumwalt:

We represent Medical Office Enterprises, LLC, an Illinois limited liability company, the proposed purchaser under a Purchase and Sale Agreement with respect to the above-referenced property. As part of its due diligence with respect to the purchase of the property, Medical Office Enterprises, LLC has reviewed the attached Plat of Southgate Commercial Plaza Subdivision 5<sup>th</sup> Addition recorded as document No. 98-20613. The Plat notes the existence of a utility easement between Lots 11 and 12. A JULIE search has indicated no utilities in the easement between Lots 11 and 12. The ALTA Survey for the properties, a copy of which is enclosed, also indicates no utilities in the aforementioned easement. Should Medical Office Enterprises, LLC proceed to purchase the property, it would be their intent to request that the City of Bloomington vacate the existing easement substantially as shown on the proposed Easement Vacation Plat attached hereto.

The City of Bloomington requires letters from relevant utility companies in the area confirming that they have no utilities in the existing Easement prior to vacation.

So that we may resolve this matter, we would appreciate you executing a copy of this letter below, noting that you have no utility lines within the aforementioned Easement and no objection to the vacation of the utility easement between Lots 11 and 12 as shown on the attached Vacation Plat. If you wish to use a different form of letter in response, that would be fine as well.

Because Medical Office Enterprises, LLC is under a time constraint with respect to its due diligence of the property, your prompt attention to this matter would be greatly appreciated.

Should you have any questions, please do not hesitate to contact me.

Sincerely,


A handwritten signature in cursive script that reads 'Richard M. Joseph'.

Richard M. Joseph  
For Miller, Hall & Triggs, LLC

RMJ/pro  
Enc.  
c. Caleb Johnson (via email only)

Ameren Illinois confirms that it has installed no utilities in the utility easement located between Lots 11 and 12 of Southgate Commercial Plaza Subdivision 5<sup>th</sup> Addition and has no objection in regards to vacation of the same.

Dated this 23<sup>rd</sup> day of OCTOBER, 2018.

x   
Print Name: JASON ZUMWALT  
Print Title: SENIOR REAL ESTATE AGENT





September 25, 2018

Via Email Only

416 MAIN STREET  
SUITE 1125  
PEORIA, IL 61602

PHONE: (309) 671-9600  
FAX: (309) 671-9616

www.mhtlaw.com

Todd Bowlin  
(todd.bowlin.hrm0@statefarm.com)

Re: LOT 11 and 12 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION  
5TH ADDITION (commonly known as 201 and 207 E. Hamilton Road,  
Bloomington, Illinois)

- 
- ROBERT C. HALL \*
  - DENNIS R. TRIGGS \*\*
  - WILLIAM R. KOHLHASE
  - RICHARD M. JOSEPH \*\*\*
  - NATHAN R. MILLER
  - JAY E. GREENING
  - SCOTT A. BRUNTON
  - JEFFREY E. KRUMPE
  - MICHAEL A. KEETON
  - MARK D. WALTON
  - CHRISTOPHER D. OSWALD
  - ROBERT B. MCCOY
  - JOSHUA D. HERMAN
  - KATHERINE L. SWISE
  - KATEAH M. MCMASTERS
  - KATHLEEN M. CARTER
  - LAUREN A. CHRISTMAS

Dear Mr. Thompson:

We represent Medical Office Enterprises, LLC, an Illinois limited liability company, the proposed purchaser under a Purchase and Sale Agreement with respect to the above-referenced property. As part of its due diligence with respect to the purchase of the property, Medical Office Enterprises, LLC has reviewed the attached Plat of Southgate Commercial Plaza Subdivision 5<sup>th</sup> Addition recorded as document No. 98-20613. The Plat notes the existence of a utility easement between Lots 11 and 12. A JULIE search has indicated no utilities in the easement between Lots 11 and 12. The ALTA Survey for the properties, a copy of which is enclosed, also indicates no utilities in the aforementioned easement. Should Medical Office Enterprises, LLC proceed to purchase the property, it would be their intent to request that the City of Bloomington vacate the existing easement substantially as shown on the proposed Easement Vacation Plat attached hereto.

The City of Bloomington requires letters from relevant utility companies in the area confirming that they have no utilities in the existing Easement prior to vacation.

So that we may resolve this matter, we would appreciate you executing a copy of this letter below, noting that you have no utility lines within the aforementioned Easement and no objection to the vacation of the utility easement between Lots 11 and 12 as shown on the attached Vacation Plat. If you wish to use a different form of letter in response, that would be fine as well.

Because Medical Office Enterprises, LLC is under a time constraint with respect to its due diligence of the property, your prompt attention to this matter would be greatly appreciated.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

Richard M. Joseph  
For Miller, Hall & Triggs, LLC

---

(OF COUNSEL)

JENNIFER KLEIN VANDEWIELE  
NANCY L. RABEL

---

ROBERT HOLLIS MILLER (RET.)  
PATRICK A. MURPHEY (RET.)  
MICHAEL J. TIBBS (RET.)  
CHARLES H. YOUNG (RET.)  
THOMAS R. DAVIS (1952-2005)  
PAUL A. LEWIS (1949-2011)

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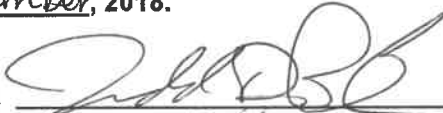
ALSO LICENSED IN:  
\* FLORIDA  
\*\* DISTRICT OF COLUMBIA  
\*\*\* ARKANSAS AND WISCONSIN

---

RMJ/pro  
Enc.  
c. Caleb Johnson (via email only)

Bloomington Metro Fiber System confirms that it has installed no utilities in the utility easement located between Lots 11 and 12 of Southgate Commercial Plaza Subdivision 5<sup>th</sup> Addition and has no objection in regards to vacation of the same.

Dated this 27 day of September, 2018.

x   
Print Name: Todd D. Bowlin  
Print Title: Technical Analyst



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

September 24, 2018

Caleb E. Johnson, P.L.S.  
Mohr & Kerr Engineering & Land Surveying, P.C.  
5901 N. Prospect Road, Suite 6B  
Peoria, IL 61614

Subject: Southgate Commercial Plaza, Lots 11 and 12  
Utility Easement Vacation Signoff

Dear Mr. Johnson:

City of Bloomington Public Works and Water departments have reviewed the proposed vacation of the easements.

The City of Bloomington has no objections to the vacation of the 15 foot side yard utility easement between Lots 11 and 12 (205 and 207 E Hamilton Rd) as proposed, except for the 20 foot easement adjacent to Hamilton Road and the 10 foot easement adjacent to the rear of the lots.

Should you have any questions, please contact us.

Sincerely,

A handwritten signature in blue ink that reads "Anthony Meizelis".

Anthony J. Meizelis, P.E.  
Civil Engineer I

cc: Jim Karch, Director of Public Works  
Kevin Kothe, City Engineer  
Bob Yehl, Director of Water  
Brett Lueschen, Superintendent of Water Distribution  
File



September 28, 2018

Miller, Hall & Triggs, LLC  
416 Main Street, Suite 1125  
Peoria, IL 61602  
Attention: Richard M Joseph

**Re: LOT 11 and 12 in Southgate Commercial Plaza Subdivision 5<sup>th</sup> Addition  
(commonly known as 201 and 207 E. Hamilton Road)  
Bloomington, Illinois**

Dear Mr. Joseph:

After review of your Southgate Commercial Plaza 5<sup>th</sup> Addition plat of Vacation, Comcast has no cable facilities within the easement to be vacated between Lots 11 and 12 and therefore has no objection to the vacation of said easement.

Very truly yours,

Robert L. Schulter Jr.  
Central Division Director of Construction

By:

Ted Wyman  
Right-of-Way Engineer  
(224) 229-5850



September 25, 2018

Via Email Only

416 MAIN STREET  
SUITE 1125  
PEORIA, IL 61602

PHONE: (309) 671-9600  
FAX: (309) 671-9616

www.mhtlaw.com

Kalin Hinshaw  
(dthompson5@ameren.com)

Re: LOT 11 and 12 IN SOUTHGATE COMMERCIAL PLAZA SUBDIVISION  
5TH ADDITION (commonly known as 201 and 207 E. Hamilton Road,  
Bloomington, Illinois)

---

ROBERT C. HALL \*  
DENNIS R. TRIGGS \*\*  
WILLIAM R. KOHLHASE  
RICHARD M. JOSEPH \*\*\*  
NATHAN R. MILLER  
JAY E. GREENING  
SCOTT A. BRUNTON  
JEFFREY E. KRUMPE  
MICHAEL A. KEETON  
MARK D. WALTON  
CHRISTOPHER D. OSWALD  
ROBERT B. MCCOY  
JOSHUA D. HERMAN  
KATHERINE L. SWISE  
KATEAH M. MCMASTERS  
KATHLEEN M. CARTER  
LAUREN A. CHRISTMAS

Dear Mr. Hinshaw:

We represent Medical Office Enterprises, LLC, an Illinois limited liability company, the proposed purchaser under a Purchase and Sale Agreement with respect to the above-referenced property. As part of its due diligence with respect to the purchase of the property, Medical Office Enterprises, LLC has reviewed the attached Plat of Southgate Commercial Plaza Subdivision 5<sup>th</sup> Addition recorded as document No. 98-20613. The Plat notes the existence of a utility easement between Lots 11 and 12. A JULIE search has indicated no utilities in the easement between Lots 11 and 12. The ALTA Survey for the properties, a copy of which is enclosed, also indicates no utilities in the aforementioned easement. Should Medical Office Enterprises, LLC proceed to purchase the property, it would be their intent to request that the City of Bloomington vacate the existing easement substantially as shown on the proposed Easement Vacation Plat attached hereto.

The City of Bloomington requires letters from relevant utility companies in the area confirming that they have no utilities in the existing Easement prior to vacation.

So that we may resolve this matter, we would appreciate you executing a copy of this letter below, noting that you have no utility lines within the aforementioned Easement and no objection to the vacation of the utility easement between Lots 11 and 12 as shown on the attached Vacation Plat. If you wish to use a different form of letter in response, that would be fine as well.

Because Medical Office Enterprises, LLC is under a time constraint with respect to its due diligence of the property, your prompt attention to this matter would be greatly appreciated.

Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink that reads 'Richard M. Joseph'.

Richard M. Joseph  
For Miller, Hall & Triggs, LLC

---

(OF COUNSEL)  
JENNIFER KLEIN VANDEWIELE  
NANCY L. RABEL

---

ROBERT HOLLIS MILLER (RET.)  
PATRICK A. MURPHEY (RET.)  
MICHAEL J. TIBBS (RET.)  
CHARLES H. YOUNG (RET.)  
THOMAS R. DAVIS (1952-2005)  
PAUL A. LEWIS (1949-2011)

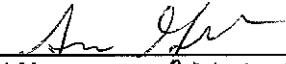
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ALSO LICENSED IN:  
\* FLORIDA  
\*\* DISTRICT OF COLUMBIA  
\*\*\* ARKANSAS AND WISCONSIN

RMJ/pro  
Enc.  
c. Caleb Johnson (via email only)

Frontier Communications Illinois confirms that it has installed no utilities in the utility easement located between Lots 11 and 12 of Southgate Commercial Plaza Subdivision 5<sup>th</sup> Addition and has no objection in regards to vacation of the same.

Dated this 25 day of SEPTEMBER, 2018.

x   
Print Name: ADAM GANGLOFF  
Print Title: NETWORK ENGINEER



**From:** Sadler, Eric  
**To:** [Richard Joseph](#)  
**Cc:** "[cejohnson@mohrandkerr.com](mailto:cejohnson@mohrandkerr.com)"  
**Subject:** RE: Request for Approval of Vacation of Utility Easement / Bloomington, Illinois  
**Date:** Monday, September 24, 2018 3:28:58 PM  
**Attachments:** [image002.png](#)  
[image003.png](#)  
[image004.png](#)  
[image005.png](#)  
[image006.png](#)  
[Hamilton Tract-Vaction Plat Review.pdf](#)  
[Nicor ltr re vacation of easement RMJ 09.24.18.pdf](#)

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Richard,

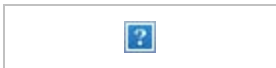
Let this email serve as a response to your email dated Monday, September 24, 2018 regarding a proposed PUE vacation located at 201 and 207 East Hamilton Road, Bloomington (Lot 11 & 12 in Southgate Commercial Plaza Subdivision, 5<sup>th</sup> Addition). I have reviewed the attached documents and reviewed our internal documents for any facilities we may have within the area. It doesn't appear that Nicor Gas has any facilities located within the area to be vacated. As such, Nicor Gas has no objections to the vacation at this time.

Regards,

**Eric L. Sadler, CFM**  
Land Management Agent  
Land Management Department

Nicor Gas  
1844 W. Ferry Rd.  
Naperville, IL 60563

630.388.3729 office  
630.983.8725 fax  
8-458-3729 internal  
[esadler@southernco.com](mailto:esadler@southernco.com)



---

**From:** Pamela Olsen <[pamela.olsen@mhtlaw.com](mailto:pamela.olsen@mhtlaw.com)> **On Behalf Of** Richard Joseph  
**Sent:** Monday, September 24, 2018 3:07 PM  
**To:** Sadler, Eric <[esadler@southernco.com](mailto:esadler@southernco.com)>  
**Cc:** 'cejohnson@mohrandkerr.com' <[cejohnson@mohrandkerr.com](mailto:cejohnson@mohrandkerr.com)>  
**Subject:** Request for Approval of Vacation of Utility Easement / Bloomington, Illinois

Please see the attached correspondence and documents referenced therein.

Sincerely,



**Richard M. Joseph | Miller, Hall & Triggs, LLC**

416 Main Street, Suite 1125 | Peoria, Illinois 61602

Phone (309) 671-9600 | Fax (309) 671-9616 |

email: [pamela.olsen@mhtlaw.com](mailto:pamela.olsen@mhtlaw.com) | [www.mhtlaw.com](http://www.mhtlaw.com) [[mhtlaw.com](http://www.mhtlaw.com)]

CONFIDENTIALITY NOTICE: This e-mail contains information from Miller, Hall & Triggs, LLC. It is confidential and may be legally privileged. If you are not the intended recipient, you are hereby notified that any retention, dissemination, distribution or copying of this communication is strictly prohibited. If you have received this electronic transmission in error, please notify us by telephone 309.671.9600 or by electronic mail to the sender immediately. Subsequent to notification, please delete the message sent to you in error. Thank you.

TAX ADVICE DISCLOSURE: Any tax information or written tax advice contained herein (including any forms or attachments) is not intended to be and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on the taxpayer. This notice has been affixed pursuant to U.S. Treasury Regulations governing tax practice.

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## REGULAR AGENDA ITEM NO. 8C

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Parks, Recreation and Cultural Arts

**SUBJECT:** Consideration of the approval of certain contracts related to the construction of the American Alligator exhibit at Miller Park Zoo, in a total amount not to exceed \$35,000 and to be reimbursed by private donations, and approval of an Ordinance Amending the Fiscal Year 2019 Budget to allocate funds for the contracts.

**RECOMMENDATION/MOTION:**

That: (1) the Ordinance Amending the Fiscal Year 2019 Budget to allocate funds for the American Alligator exhibit construction be approved, in the amount of \$35,000, and the Mayor and City Clerk be authorized to execute the ordinance; (2) the contract and scope of work proposed by Stark Excavating in the amount of \$15,500 to build the wall for the American Alligator exhibit, be approved and the Procurement Manager authorized to issue the purchase order; and (3) the City Manager, through designated Parks Maintenance personnel, be authorized to procure the necessary materials to complete the American Alligator exhibit, including the purchase of guard rails and fencing, up to an amount not to exceed \$19,500.

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

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

**BACKGROUND:** In 2018, the Miller Park Zoo made the difficult decision to phase out the Harbor Seal collection. The decision was made to acquire American Alligators for the exhibit. Since the alligators have different husbandry needs than the Harbor Seals, modifications must be completed prior to receiving the alligators in April 2019. The Zoo has partnered with the Miller Park Zoological Society (MPZS) on this project. The MPZS has agreed to fund the renovations. Along with some other donations, the project will be funded from the private sector.

A new wall will be installed by Stark Excavating, Inc., at the cost of \$15,500. The remainder of the project has only been estimated at this time. Estimates for pump/filter modifications are \$3,000, new public barrier costs are about \$10,000, and an additional \$6,500 are for smaller items and a contingency, for a total amount of \$35,000.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Miller Park Zoo guests,  
Miller Park Zoological Society

**FINANCIAL IMPACT:** The project is being privately funded by the Miller Park Zoological Society (MPZS) donating funds to the City to pay for the project. Total costs of the project are estimated at \$35,000. The project will be paid out of the Capital Improvement Fund-Park Construction and Improvement account (40100100-72570). The specifics of the budget amendment are included in the exhibit. Stakeholders can locate the Miller Park Zoo budget in the FY 2019 Budget Book titled "Budget Overview & General Fund" beginning on page 213. The Capital Improvement Fund budget can be located in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" beginning on page 76.

**COMMUNITY DEVELOPMENT IMPACT:** HL-4.1 Ensure that all parks have amenities that appeal to residents of all ages and abilities

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:**  
costs for the American Alligator will be less than that of a Harbor Seal exhibit.

Respectfully submitted for Council consideration.

Prepared By: Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

Reviewed By: Jay Tetzloff, Director of Parks, Recreation and Cultural Arts

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PRCA 4B Ordinance
- PRCA 4C Exhibit
- PRCA 4D Contract

ORDINANCE NO. 2018 -

AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed as;

To allocate funds up to and not to exceed \$35,000 for the Miller Park Zoo American Alligator exhibit renovations.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 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 2018-23

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

PASSED this 13th day of November 2018.

APPROVED this \_\_\_\_ day of November 2018.

CITY OF BLOOMINGTON:

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

ATTEST:

\_\_\_\_\_  
Cherry Lawson, City Clerk

FY 2019 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
10014136-57330	General Fund-Miller Park Zoo	Zoological Society Contributions	\$ (35,000.00)	Miller Park Zoological Society
10019180-89410	General Fund-General Fund Transfer	To Capital Improvement Fund	\$ 35,000.00	
40100100-85100	Capital Improvement	From General Fund	\$ (35,000.00)	
40100100-72570	Capital Improvement	Park Construction & Improvement	\$ 35,000.00	
<b>Net Transaction:</b>			\$ -	



CITY OF BLOOMINGTON  
CONTRACT WITH  
Stark Excavating  
FOR  
ZOO SEAL WALL

THIS AGREEMENT, dated this 19 day of October, 2018, is between the City of Bloomington (hereinafter "CITY") and Stark Excavating (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 \$15,500.00; or  the amount(s) set forth in Exhibit B. Invoices shall be due and payable within 45 days of submission.

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

**Section 13. Joint Drafting.** The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

**Section 14. Attorney Fees.** In the event that any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorneys' fees.

**Section 15. Paragraph Headings.** The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

**Section 16. Term.** The term of this Contract shall be:

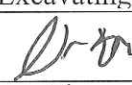
- Until all of the services and/or deliverables required to provided within this Contract are completed.
- From one (1) year from the date of execution.
- From two (2) years from the date of execution.
- Other: \_\_\_\_\_

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

Stark Excavating  
By:   
Its Vice President

ATTEST:  
By:   
City Clerk

By:   
Its Secretary



QUOTE REQUEST

TO: Construction Contractors  
FROM: Bob Moews, Parks Maintenance Supervisor  
DATE: October 4, 2018  
SUBJECT: Miller Park Zoo Seal Pool Wall

---

The City of Bloomington Parks Maintenance Division is requesting proposals for the installation of a new concrete wall in the existing Seal Pool. A scope of work and specifications are provided within the attached documents. The attached Contract and Standard Terms & Conditions will need to be executed by the selected vendor.

If you have any questions or would like to inspect the work area prior to providing a proposal, please feel free to call me at (309) 434-2489. Please provide a proposal or indicate your lack of availability/interest by October 12, 2018. Thank You.

Project To Be Completed By 12/31/18 BM ow  
Sealer To Be Applied By 3/1/19 BM ow

# MILLER PARK ZOO SEAL EXHIBIT WALL



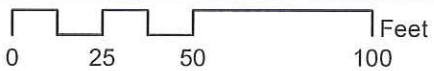
MILLER  
PARK ZOO

Seal Pool

Morris Ave

East Entrance

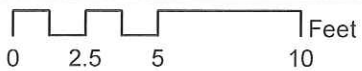
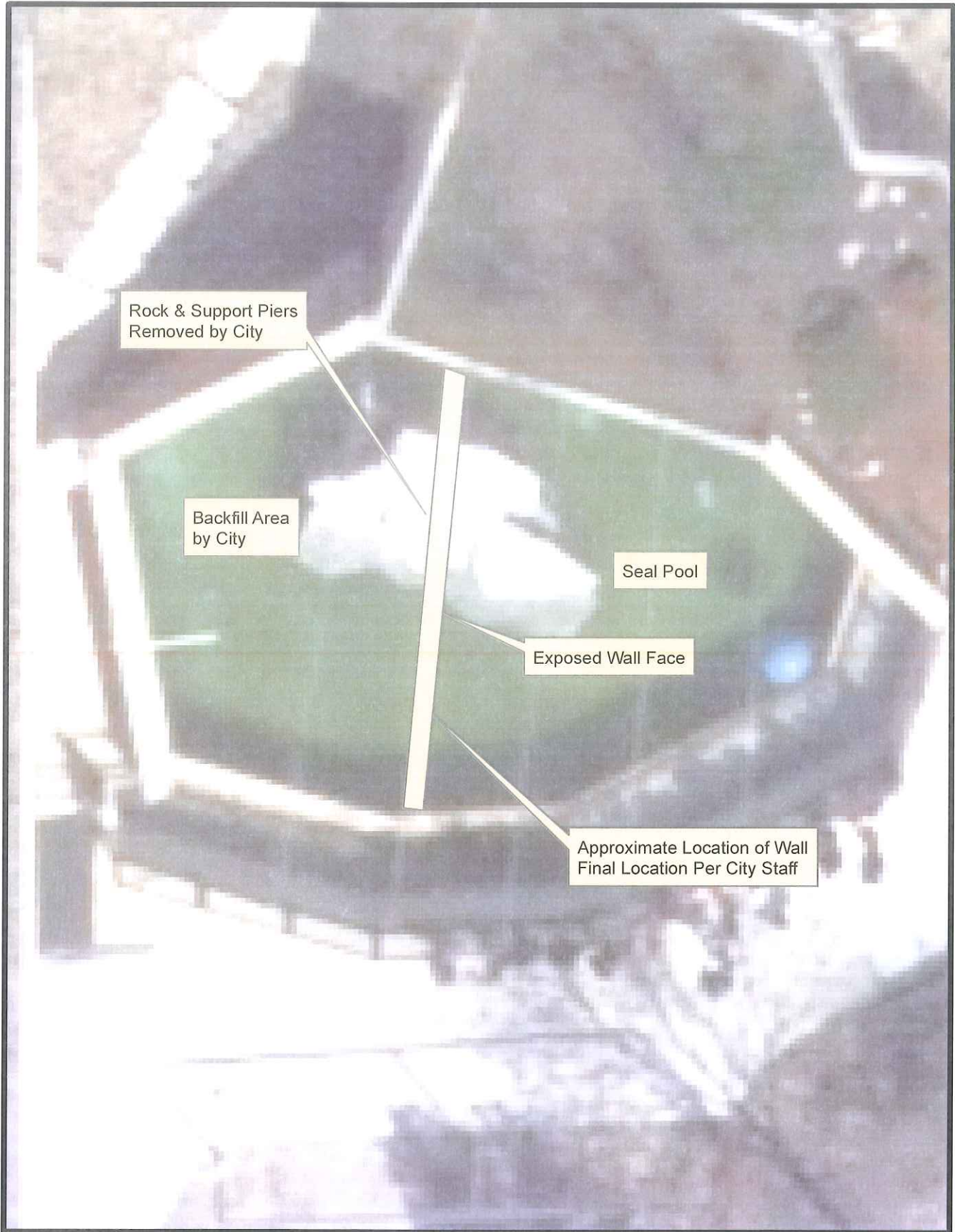
West Entrance



Prepared by Facilities  
Oct 4, 2018



# MILLER PARK ZOO SEAL EXHIBIT WALL





Miller Park Zoo

New wall in Seal Exhibit

Scope of work / Specifications

- Install Greenstreak Hydrotite Waterstop, or approved equal, at all locations where new wall meets existing walls or floor. Waterstop shall be installed at the center of the new wall per manufacturer's recommendations and securely anchored to avoid displacement during concrete placement.
- Drill and install two rows of #4 rebar into existing slab and walls 12 inches on center both vertically and horizontally. Rebar shall be anchored into existing concrete floor and walls with Hilti HIT-HY 200, or approved equal. Minimum embedment of rebar into existing concrete shall be 4 inches. Rebar shall be securely tied to minimize displacement during concrete placement.
- Form and pour 12 inch thick wall approximately 27 ft long and ranging from 4 ft - 10 inch to 6 ft tall. A minimum of 2 inches of cover shall be provided over the rebar. Vibrators shall be used to consolidate concrete during placement.
- Grind and rub exposed side of wall for uniform appearance.
- Apply water sealer to both sides of new wall.
- Apply Masterseal NP-1 sealant, or approved equal, to all joints.

Record drawings of the existing exhibit are attached.

Existing pool floor has been cored and is minimum 6" thick.

Contractor can use either east or west entrance to the seal exhibit.

Contractor will be responsible for any damage to existing sidewalks or trees.

City of Bloomington will backfill new wall.

City of Bloomington will remove existing rock and support piers.

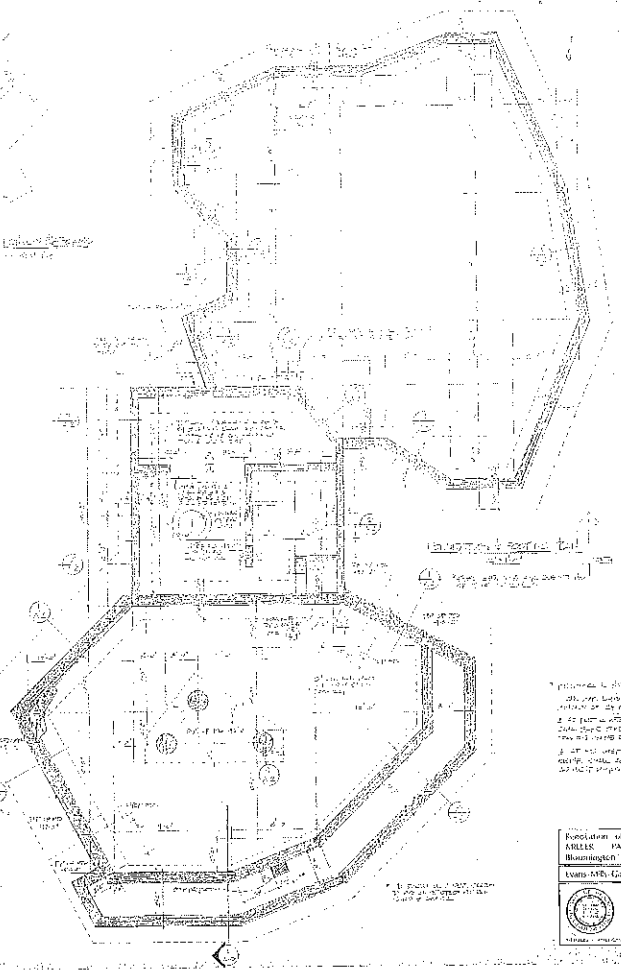
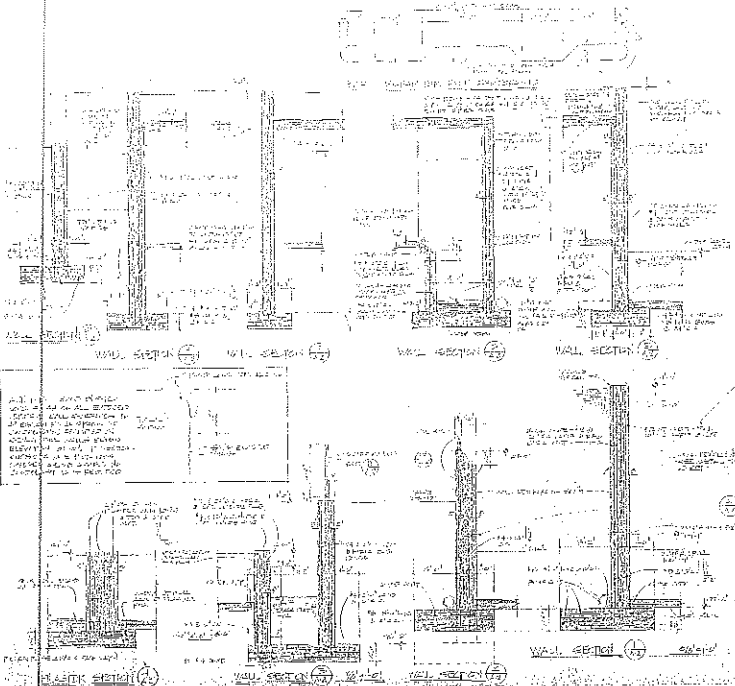
1. THE WALLS SHALL BE CONSTRUCTED OF BRICK OR CONCRETE BLOCK WORK TO THE FULL HEIGHT OF THE WALLS.

2. THE WALLS SHALL BE CONSTRUCTED OF BRICK OR CONCRETE BLOCK WORK TO THE FULL HEIGHT OF THE WALLS.

3. THE WALLS SHALL BE CONSTRUCTED OF BRICK OR CONCRETE BLOCK WORK TO THE FULL HEIGHT OF THE WALLS.

4. THE WALLS SHALL BE CONSTRUCTED OF BRICK OR CONCRETE BLOCK WORK TO THE FULL HEIGHT OF THE WALLS.

**WALL SECTION**



5. THE WALLS SHALL BE CONSTRUCTED OF BRICK OR CONCRETE BLOCK WORK TO THE FULL HEIGHT OF THE WALLS.

Foundation of	
ARLES PARK	2700
Birmingham	Ala.
Lynn M. Gandy Architect	
	
A-2	



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Risk Managers 1802 Fox Drive Suite B Champaign IL 61820	<b>CONTACT NAME:</b> Luke Sherman <b>PHONE (A/C, No, Ext):</b> (217) 239-3755 <b>E-MAIL ADDRESS:</b> service@irmagency.com	<b>FAX (A/C, No):</b> (217) 239-3769
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Stark Excavating, Inc. Stark Materials Company, Inc. 1805 W Washington Street Bloomington IL 61701-3703	<b>INSURER A:</b> Liberty Mutual Insurance Company	
	<b>INSURER B:</b> Liberty Mutual Fire Ins Company	
	<b>INSURER C:</b> Starr Indemnity & Liability Co	
	<b>INSURER D:</b> Travelers Property Cas America	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 18-19 Master                      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		TB5Z41434283028	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: XCU							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			AS2Z41434283408	01/01/2018	01/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y		1000023996	01/01/2018	01/01/2019	EACH OCCURRENCE \$ 10,000,000
							AGGREGATE \$ 10,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC2Z41434283017	12/31/2017	12/31/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Bloomington is listed as additional insured under the general liability on a primary and non-contributory basis, as required by written contract. Umbrella follows form.

**CERTIFICATE HOLDER****CANCELLATION**

City of Bloomington 109 E. Olive St. Bloomington IL 61701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**From:** Robert Moews/Cityblm  
**To:** Carla Murillo/Cityblm@Cityblm  
**Cc:** Jay Tetzloff/Cityblm@Cityblm, Peter Burvenich/Cityblm@Cityblm

**Date:** Thursday, October 18, 2018 08:26AM  
**Subject:** seal wall

History:  This message has been replied to.

---

We had 2 bidders for the seal wall project.  
Stewart sent another revised bid on Wednesday.  
Stark is the lowest bidder.

I checked with Russ he is ok with the new wall sitting on top of the existing floor.

Tell me what you want to do. Thanks  
Robert Moews  
Park Superintendent  
City of Bloomington  
(309)434-2489  
(309)434-2817 fax

**Attachments:**

Stark Proposal.pdf

Stewart seal wall miller park zoo - revised.pdf



EXCAVATING, INC.

October 17, 2018

City of Bloomington Parks Maintenance Division  
Attn: Robert Moews  
[rmoews@cityblm.org](mailto:rmoews@cityblm.org)

**Re: Miller Park Zoo Seal Pool Wall**  
Bloomington, IL

Robert,

Stark Excavating, Inc. proposes to furnish all labor, equipment, supervision, and material necessary to complete the following scope of work in accordance with quote request as prepared by Park Maintenance Facilities dated 10/4/2018. We agree to complete the below scope of work for the lump sum amount of **\$15,500.00**

**General:**

- Proposal firm 30 days.
- This proposal, including terms and conditions, if accepted will become part of any contract document.
- Stark Excavating is able to provide hard dollar pricing for any changes that should arise during construction. Should the owner elect to proceed on a Time and Material Basis, our current rates will apply.
- Cost escalation will apply to any work performed outside of normal business hours or after May 1, 2019.

**Scope of Work:**

- Reinforcing steel originating in our work.
- Install post applied waterstop.
- Drill & Dowel as required.
- Form & pour wall, 4000psi concrete.
- Rub exposed side of foundations wall.
- Apply water sealer to both sides of the new foundation wall.
- Install sealant at all wall joints.

**Clarifications:**

- Any embed items in concrete (excluding rebar) are to be provided by others.
- Temp water, lighting and heating are to be provided by others as required.
- All work related to utility conflicts not shown on plans will be handled on a time and material basis.
- Stark has included winter heat and blankets for the wall. All other winter provisions have not been included.

**Exclusions:**

- Testing, permits, fees, bond, engineering, construction layout, furnishing misc. metals.
- Contractors Pollution Liability Insurance.
- Backfilling work of any kind.
- Temporary enclosures.
- Snow or ice removal.
- Foundation drain tile.
- Barricades, temporary partitions, noise barriers, or dust barriers.



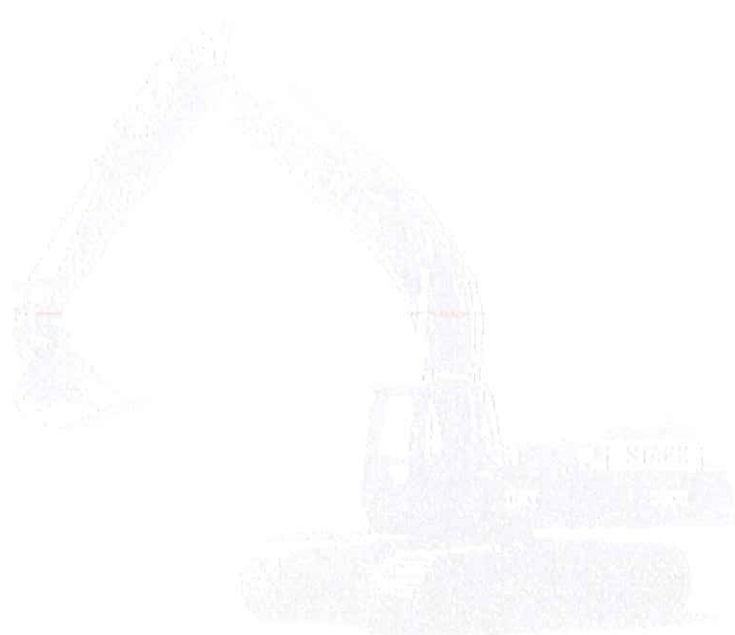


EXCAVATING, INC.

Thank you for the opportunity to quote this project. If you have any questions or comments regarding this proposal, please contact me at 309/828-5034 ext. 236.

STARK EXCAVATING, INC.

Makenzi Peyton  
Estimator





# Proposal

## J.G. STEWART CONTRACTORS, INC.

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

Page No.  1  of  1  pages

Proposal Submitted To:	Phone:	Date:
<b>City Of Bloomington</b>		<b>10-10-18</b>
Street:	Job Name:	
	<b>Sea Wall</b>	
City, State, Zip:	Job Location:	
	<b>Miller Park Zoo</b>	
Attn:	Date of Plans:	E-mail:
<b>Robert Moews</b>		<a href="mailto:rmoews@cityblm.org">rmoews@cityblm.org</a>

We hereby submit specifications and estimates for:

- Form & Pour New 12" wall Approximately 27' Long (4'10"-6' tall)
- Furnish & Install Dowels & Rebar
- Furnish & Install Waterstop
- Grind & Rub one side of wall
- 1 Coat of Water Sealer – Sure Seal-S Siloxane Water Repellant RTU
- NP1 Caulk @ all joints

Total Labor & Material - \$19,370.00

- ALL DEMO & BACKFILL BY CITY OF BLOOMINGTON
- EXCLUDES ANY LAYOUT
- NO PERMITS, FEES, TESTING OR BONDS
- NO UNDERCUTTING FOR UNSUITABLE SOILS
- NO OVERTIME- WORK DURING NORMAL BUSINESS HOURS 7:00-3:30 PM
- NOTE: All concrete work is guaranteed for 1 year from the date of completion. Acts of nature (including frost heaving), ordinary wear and tear and unusual abuse or neglect excluded.

Payment to be made as follows:

**Net 30 days**

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

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

Authorized Signature: Dan Silverthorn

work as specified. Payment will be made as outlined above.

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

Signature \_\_\_\_\_

Signature \_\_\_\_\_

NOTE: This proposal may be withdrawn by us if not accepted with in  30  days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the



## REGULAR AGENDA ITEM NO. 8D

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** Parks, Recreation and Cultural Arts

**SUBJECT:** Consideration of an Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$245,621.06, to allocate funds for the purchase of playground equipment for Rollingbrook and O'Neil Park and approval of the purchase of playground equipment for said parks from Game Time c/o Cunningham Recreation through the U.S. Communities Joint Purchasing Cooperative in the amount of \$330,621.06, as requested by the Parks, Recreation and Cultrual Arts Department.

**RECOMMENDATION/MOTION:** That: (1) the Ordinance amending the Fiscal Year 2019 Budget, in the amount of \$245,621.06, to allocate funds for the purchase of playground equipment be approved, and the Mayor and City Clerk authorized to execute said ordinance; and (2) the purchase of playground equipment and playground surfacing from Game Time c/o Cunningham Recreation through the U.S. Communities Joint Purchasing Cooperative (Contract #2017001134 - expires 6/30/22) in the amount of \$330,621.06, be approved and the Procurement Manager be authorized to issue purchase orders accordingly.

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

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

**BACKGROUND:** Rollingbrook Park playground equipment was installed in 1995. The ASTM Industry standard is 15-20 years for a useful and safe life of a playground. Harmony Park will be the name of the new inclusive play area in Rollingbrook Park. This will be the first inclusive playground in Bloomington-Normal. The Harmony Park project is a collaborative partnership between four local non-profit organizations in Bloomington-Normal. They are Max Mile's Foundation, Bloomington-Normal Jaycees, Marcfirst, Autism Mclean and the City of Bloomington Parks and Recreation and Cultural Arts Department. What is an inclusive park? An inclusive park takes away the barriers to exclusion, both physical and social, providing a "sensory rich" experience for all. An inclusive playground focuses on the following components - Physical accommodations - Engagement - Integrated play - Promotes inclusion. The new park will be 7700 square feet and will double the size of the existing playground. When completed the playground project will include inclusive play equipment, swings, poured in place surfacing, surface edging, ramps and a fence with gates. Additional information about this project can be found at

<https://www.harmoniyparkproject.org>. This playground will be installed in-house by certified playground installers within the Parks, Recreation and Cultural Arts Department.

O'Neil Park playground equipment was installed in 1998. The ASTM Industry standard is 15-20 years for a useful and safe life of a playground. The addition of a new playground will hopefully coincide with re design of Oneil' Park. The location of the playground will be moved from the west side of the park to the east side of the Park to better serve Sheridan school. Discussion between District 87 and PRCA landed at the new location as it will benefit both the school and Park patrons. District 87 has kindly offered to help pay for the playground and Park Maintenance will install with our in house certified installers. The playground will include a playground structure, 4 belt swings, 2 toddler swings, a large 2 person Arch swing and a unique climber. The safety surface will be engineered wood fiber surrounded by concrete edging.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** Parks Recreation and Cultural Arts, Cunningham Recreation c/o Renee Beard, Max's Miles Foundation, Bloomington-Normal Jaycees, Marcfirst, Autism Mclean, District 87 Staff, Sheridan School, park users.

**FINANCIAL IMPACT:** The playground equipment will be purchased from the Capital Improvement-Capital Outlay Equipment Other than Office account (40100100-72140). \$85,000 is included in the FY 2019 Capital Improvement Fund Budget for the Rollingbrook Park Playground Equipment. Per Parks, Recreation & Cultural Arts staff, District 87 has donated \$70,000 towards the purchase and installation of playground equipment, the Jaycees are donating \$100,000 that will be received in November 2018 with the remaining \$75,621.06 in funds to come in from the Jaycees when they collect the money from their continuing fundraising efforts. The attached exhibit shows the proposed budget amendment in detail by line item and amount. Stakeholders can locate the \$85,000 for Rollingbrook Park playground equipment in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 76, 78, 243, 258 and 266.

**COMMUNITY DEVELOPMENT IMPACT:** Bring It On Bloomington Comprehensive Plan goals and objectives.

Goal HL-1 Create a park and green space system that provides for a variety of active and passive recreational and wellness activities for current and future residents. Objective HL1.2 - Coordinate Park Planning with other agencies and entities.

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:** Preventive Maintenance will be performed. Playground will be inspected every 2 months. If needed parts will be replaced. Surfacing will need replaced in approximately 10 years

Respectfully submitted for Council consideration.

Prepared By: Robert Moews, Park Superintendent

Reviewed By: Jay Tetzloff, Parks, Recreation and Cultural Arts Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager  
Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- PRCA 2B ORDINANCE Harmony-O'Neil Park Playground Equipment
- PRCA 2C EXHIBIT Harmony-O'Neil Park Playground Equipment
- PRCA 2D Harmony Project-Rollingbrook Quote
- PRCA 2E Harmony Project-Rollingbrook Sketch
- PRCA 2F Quote Specific to O'Neil Park
- PRCA 2G Sketch Specific to O'Neil Park
- PRCA 2H O'Neil Park Playground Equipment-Picture
- PRCA 2I Contract 2017001134 - US Communities

**ORDINANCE NO. 2018 -**

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE  
FOR THE FISCAL YEAR ENDING APRIL 30, 2019**

WHEREAS, on April 9, 2018 by Ordinance Number 2018-23, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019, which Ordinance was approved by Mayor Tari Renner on April, 10, 2018; and

WHEREAS, a Budget Amendment is needed to the Fiscal Year 2019 Budget in the amount of \$245,621.06 for the purchase of \$330,621.06 in playground equipment for Rollingbrook and O'Neil Park.

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

Section One: Ordinance Number 2018- 23 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2019) is further hereby amended by inserting the following line item and amount presented in Exhibit #1 in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2018-23 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 2018-23

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

PASSED this 13th day of November 2018.

APPROVED this \_\_\_\_ day of November 2018.

**CITY OF BLOOMINGTON:**

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

**ATTEST:**

\_\_\_\_\_  
Cherry Lawson, City Clerk

**FY 2019 Budget Amendment-Exhibit**

<b>Account #</b>	<b>Fund</b>	<b>Account Description</b>	<b>Amount</b>	<b>Comments</b>
24104100-57310	Park Dedication	Donations	\$ (70,000.00)	Contribution from District 87
24104100-57310	Park Dedication	Donations	\$ (175,621.06)	Contributions forthcoming from the Jaycees
24104100-89410	Park Dedication	Transfer to Capital Improvement Fund	\$ 245,621.06	
40100100-85101	Capital Improvement	From Park Dedication	\$ (245,621.06)	
40100100-72140	Capital Improvement	Equipment Other than Office	\$ 245,621.06	
<b>Net Transaction:</b>			<b>\$ -</b>	





**GameTime c/o Cunningham Recreation**  
**PO Box 240981**  
**Charlotte, NC 28224**  
**800.438.2780**  
**704.525.7356 FAX**

**QUOTE**  
**#135126**

09/05/2018

**The Harmony Project - Rollingbrook Park (Updated 9-5-18)**

Bloomington Parks and Recreation  
 Attn: Jennifer Brown  
 1813 Springfield Road  
 Bloomington, IL 61701  
 Phone: 309-735-0743  
 jennifer.brown.u8cp@statefarm.com

Project #: P88155  
 Ship To Zip: 61701

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - Powerscape Modular Ramped Structure (per drawing)	\$197,123.00	\$197,123.00
		(1) 3921 -- Lave Texture Window 12" 1S		
		(1) 3928 -- Fun Mirror 12" 1S		
		(2) 3933 -- JamBox w Adaptive Switch Port 20" 2S		
		(1) 3938 -- Color Wheel 12" 2S		
		(1) 3942 -- Hourglass 12"2S		
		(1) 3947 -- Pachinko 12" 1S		
		(1) 3951 -- Roller Balls 20" 2S		
		(1) 4668 -- Up & On Bronze Sensor Package		
		(1) 4839 -- Click Wheel Ass'Y		
		(1) 4840 -- Answer Wheel Ass'Y		
		(1) 4841 -- Maze Wheel Ass'Y		
		(1) 4842 -- Echo Chamber Ass'Y		
		(1) 5101 -- Kidnetix - Triangle Bridge		
		(1) 5113 -- Kidnetix Conifer Topper		
		(4) 16465 -- Slide Transfer (Ada)		
		(1) 16700 -- Ada49"Sq Punch Steel Deck		
		(2) 16717 -- 147" Ada Ramp Link		
		(1) 16819 -- Ada 12"Stepped Platform		
		(1) 80082 -- Slide Transfer		
		(2) 80183 -- Sail Roof Extensions		
		(5) 80198 -- Conifer Post Topper		
		(5) 80687 -- Handhold/Kick Plate Pkg		
		(1) 80931 -- Single Gizmo Panel		
		(1) 80932 -- Gizmo Panel Ada - 3 Gizmos Bel Dk		
		(1) 80936 -- Choo Choo Panel		
		(1) 81510 -- Horiz Loop Lad Link 98"Lk		
		(1) 81593 -- Ladder Loop Link		
		(1) 81664 -- Single Thunderring		



**GameTime c/o Cunningham Recreation**  
**PO Box 240981**  
**Charlotte, NC 28224**  
**800.438.2780**  
**704.525.7356 FAX**

**QUOTE**  
**#135126**

09/05/2018

**The Harmony Project - Rollingbrook Park (Updated 9-5-18)**

Quantity	Stock ID	Description	Unit Price	Amount
(1)	81665	-- Seat And Table For Two		
(1)	81681	-- Turning Bar		
(1)	81687	-- High Whistle		
(1)	81697	-- Ss Cargo Net Wall		
(1)	81699	-- Bongos		
(4)	90005	-- Two Piece Hex Deck, Ada Ramp Access		
(1)	90032	-- 3' Transfer Platform W/Guardrail		
(1)	90050	-- 5' Large Conifer Link		
(1)	90151	-- 5'/6' Double Vine Climber		
(2)	90207	-- Overhead Ladder Access Package		
(1)	90252	-- 4' Leaning Wall Climber		
(2)	90265	-- 7' Upright, Alum		
(1)	90266	-- 8' Upright, Alum		
(2)	90267	-- 9' Upright, Alum		
(1)	90268	-- 10' Upright, Alum		
(5)	90269	-- 11' Upright, Alum		
(1)	90270	-- 12' Upright, Alum		
(2)	90271	-- 13' Upright, Alum		
(2)	90272	-- 14' Upright, Alum		
(3)	90273	-- 15' Upright, Alum		
(1)	90289	-- 3' Straight Tube Slide, 30" Dia		
(1)	90369	-- River Rock Climber		
(1)	90389	-- 2'-0" Overhead Climber Access Ladder		
(1)	90391	-- 3'-0" Overhead Climber Access Ladder		
(1)	90508	-- 4' Double Zip Slide, Std Dk		
(1)	90610	-- Contoured Panel (Above)		
(1)	90701	-- Double Entrance Wilderslide Ii		
(2)	90703	-- Straight Section Wilderslide Ii		
(1)	90704	-- Left Curve Section Wilderslide Ii		
(2)	90705	-- Right Curve Section Wilderslide Ii		
(2)	90706	-- Exit Section Wilderslide Ii		
(2)	90709	-- Support Wilderslide Ii		
(1)	90713	-- Frog Slide Puzzle-Gadget Pnl Above Dk		



**GameTime c/o Cunningham Recreation**  
**PO Box 240981**  
**Charlotte, NC 28224**  
**800.438.2780**  
**704.525.7356 FAX**

**QUOTE**  
**#135126**

09/05/2018

**The Harmony Project - Rollingbrook Park (Updated 9-5-18)**

Quantity	Stock ID	Description	Unit Price	Amount
		(1) 90714 -- 3 In A Row - Gadget Panel Above Deck		
		(1) 90837 -- Animal Tracker Roto Gen		
		(1) 91058 -- Ramp Link (3D) 4'-6" & 5'-0"		
		(3) 91139 -- Entryway - Barrier		
		(1) 91208 -- Climber Entryway - Guardrail		
		(2) 91209 -- Climber Entryway - Barrier		
		(4) 91218 -- 72" Slant Hex Roof Extension - Timbers		
		(2) 91219 -- Slant Hex Roof - Timbers		
		(1) 91243 -- Roller Slide		
		(1) 91245 -- 3'6" - 5'0" Leaf Scramble Up		
		(1) 91354 -- 1'6"-2'0" Sensory Wave Ramp Attachment		
		(1) 91378 -- PS S Wave Up & On LNK (4'-4'6)		
		(2) 91457 -- Sensory Wave Entryway		
		(1) 91459 -- Sensory Wave Rock N Raft		
		(10) G90262 -- 4' Upright, Galv		
		(2) G90267 -- 9' Upright, Galv		
		(3) G90268 -- 10' Upright, Galv		
		(1) G90269 -- 11' Upright, Galv		
		(5) G90270 -- 12' Upright, Galv		
		(3) G90271 -- 13' Upright, Galv		
		(3) G90272 -- 14' Upright, Galv		
		(1) 178749 -- Owner's Kit		
1	3205	GameTime - Spinning Sensory Wave Seat	\$1,062.00	\$1,062.00
1	5055	GameTime - Merry-Go-All	\$5,296.00	\$5,296.00
1	5056	GameTime - Arch Swing	\$6,072.00	\$6,072.00
1	5128	GameTime - Expression Swing 3 1/2" X 8'	\$1,333.00	\$1,333.00
1	5152	GameTime - Pt Solo Add-A-Bay 3 1/2" X 8'	\$682.00	\$682.00
1	6243	GameTime - Tri Runner	\$12,117.00	\$12,117.00
1	8552	GameTime - 3 1/2" Zero-G Chair (5-12)-Galv Chain	\$486.00	\$486.00
1	8555	GameTime - 3 1/2" Zero-G Chair (2-5)-Galv Chain	\$472.00	\$472.00
2	8696	GameTime - Encl Seat 3 1/2"(8696)	\$297.00	\$594.00
2	8910	GameTime - Belt Seat 3 1/2"Od(8910)	\$238.00	\$476.00



**GameTime c/o Cunningham Recreation**  
**PO Box 240981**  
**Charlotte, NC 28224**  
**800.438.2780**  
**704.525.7356 FAX**

**QUOTE**  
**#135126**

09/05/2018

**The Harmony Project - Rollingbrook Park (Updated 9-5-18)**

Quantity	Part #	Description	Unit Price	Amount
1	12584	GameTime - Ada Primetime Swing Aab, 3 1/2" Od	\$724.00	\$724.00
1	18826	GameTime - Primetime Swing 3 1/2" X 8'	\$1,171.00	\$1,171.00
1	18827	GameTime - Primetime Swing Add A Bay 3 1/2" X 8'	\$724.00	\$724.00
7700	PIP	GT-Impax - Poured In Place Safety Surfacing (SF) 3.5" Depth (50% Color-50% Black Mix) - *Price includes 4" Crushed Stone Sub-base *Includes Prevailing wage *Standard PIP Warranty of 5 Years	\$17.50	\$134,750.00
1	2018MFGRANT	GAMETIME-MISC - 2018 Matching Funds Grant -		

- Grant Qualification: Over \$90,000 & Cash with Order terms (100% Match).
- Funding Breakdown:
  - Unit List Price: \$197,123.00
  - Owner Contribution: \$98,561.50
  - GameTime Match (100%): \$98,561.5
  - Remaining USC Discount Shown: \$3,223.79
- Freight and applicable sales tax are extra and not included. See quote totals.
- Orders accepted by GameTime must ship by December 31, 2018.
- This offer expires October 31, 2018.

**\* MATERIALS ONLY** Quotation does not include any site work,  
**off-loading, storage or equipment installation.**  
 Contract: USC

SubTotal: \$363,082.00  
 Grant: (\$101,811.79)  
 Freight: \$5,400.00  
**Total Amount: \$266,670.21**



**GameTime c/o Cunningham Recreation**  
**PO Box 240981**  
**Charlotte, NC 28224**  
**800.438.2780**  
**704.525.7356 FAX**

**QUOTE**  
**#135126**

09/05/2018

## **The Harmony Project - Rollingbrook Park (Updated 9-5-18)**

### **GAMETIME - TERMS & CONDITIONS:**

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### **SUPPLY ONLY:**

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



GameTime c/o Cunningham Recreation  
 PO Box 240981  
 Charlotte, NC 28224  
 800.438.2780  
 704.525.7356 FAX

QUOTE  
 #135126

09/05/2018

**The Harmony Project - Rollingbrook Park (Updated 9-5-18)**

**ACCEPTANCE OF QUOTATION:**

*Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.*

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$266,670.21**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_ Salesperson's Signature \_\_\_\_\_ Customer Signature

**BILLING INFORMATION:**

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):**

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

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

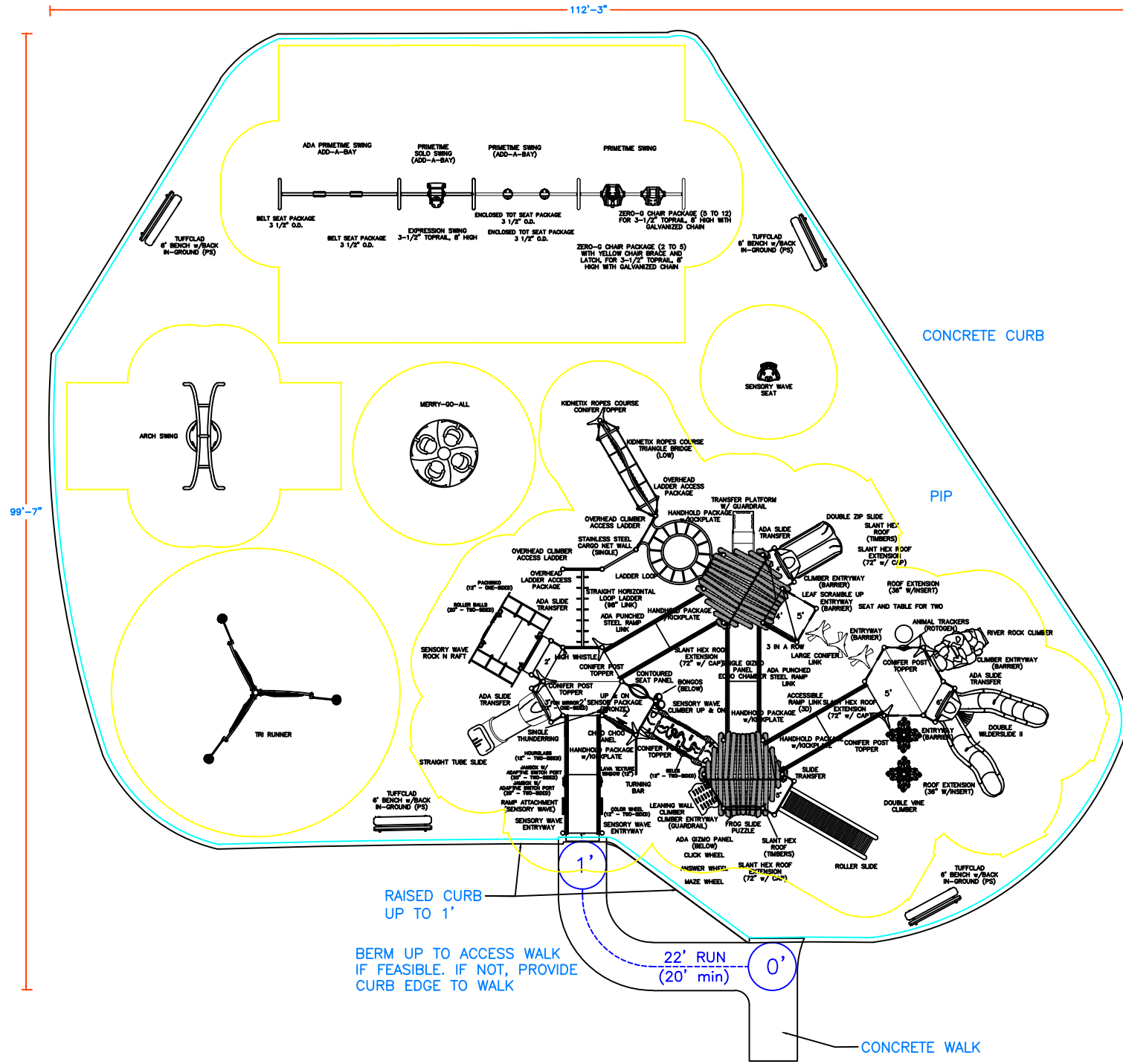
Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_





A PLAYCORE Company

150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com



Bloomington Parks and Recreation  
The Harmony Project - Rollingbrook Park  
Bloomington, IL

Representative  
Cunningham Recreation

This play equipment is recommended for children ages  
5-12

Minimum Area Required:

Scale: NTS

This drawing can be scaled only when in an 11" x 17" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
LS-HB

Date:  
5/18/2017

Drawing Name:  
88155-01



**GameTime c/o Cunningham Recreation**  
**PO Box 240981**  
**Charlotte, NC 28224**  
**800.438.2780**  
**704.525.7356 FAX**

**QUOTE**  
**#135703**

09/27/2018

**City of Bloomington - Playground Proposal**

Bloomington Parks and Recreation  
 Attn: Jay Tetzloff  
 1813 Springfield Road  
 Bloomington, IL 61701  
 Phone: 309-434-2250  
 jtetzloff@cityblm.org

Project #: P94897  
 Ship To Zip: 61701

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - #PS18013 "Lake Tye" Powerscape Unit (per attached drawings)	\$103,099.00	\$103,099.00
		(2) 5139 -- Large Sprout Climber		
		(2) 5140 -- Small Sprout Climber		
		(1) 32074 -- Trinet (Lg) W/Ps Connection		
		(4) 80001 -- 49"Tri Punched Steel Deck		
		(6) 80167 -- Roof Ext 24" W/Rivet		
		(2) 80206 -- Tin Roof Hex		
		(1) 81488 -- Shoriz Loop Lad Link 98		
		(1) 81666 -- Fun Seat		
		(1) 81766 -- Leaf Seat		
		(2) 90004 -- Two Piece Hex Deck		
		(1) 90106 -- 4'-6"/5' Schooner Climber		
		(1) 90150 -- 3/4' Single Vine Climber		
		(1) 90225 -- Decorative Panel, Above Dk		
		(2) 90268 -- 10' Upright, Alum		
		(3) 90269 -- 11' Upright, Alum		
		(2) 90271 -- 13' Upright, Alum		
		(2) 90272 -- 14' Upright, Alum		
		(14) 90273 -- 15' Upright, Alum		
		(1) 90286 -- 8' Sky Hi Spiral Tube Slide, 30" Dia		
		(1) 90299 -- 7'-6"/8' Wavy Tree Climber		
		(1) 90389 -- 2'-0" Overhead Climber Access Ladder		
		(1) 90534 -- 3' Rung Kickplate		
		(1) 90565 -- Dbl Ridge Climb(7'-0",7'-6", &8'-0")		
		(1) 90594 -- Straight Crawl Tube (2 Deck Span)		
		(1) 90654 -- 3'-6"/4'-0" Zip Swerve Slide Right		
		(1) 91032 -- 4'-0" Transfer Platform (3D)		
		(2) 91035 -- 2'-0" Transfer System (3D)		



**GameTime c/o Cunningham Recreation**  
**PO Box 240981**  
**Charlotte, NC 28224**  
**800.438.2780**  
**704.525.7356 FAX**

**QUOTE**  
**#135703**

09/27/2018

**City of Bloomington - Playground Proposal**

Quantity	Stock ID	Description	Unit Price	Amount
		(4) 91137 -- Entryway - 3D		
		(1) 91139 -- Entryway - Barrier		
		(1) 91183 -- 6' 0" Plank Climber - Timbers		
		(6) 91210 -- Climber Entryway - 3D		
		(1) 91247 -- 6'6" Leaf Scramble Up		
		(2) 91269 -- Sprout Climber		
		(6) 91288 -- Seaweed Topper		
		(6) 91299 -- Accent Extension		
		(1) 91303 -- Cliff Wall Climber		
		(1) 38222L -- Flower Red Petals W/Label		
		(1) 178749 -- Owner's Kit		
1	5056	GameTime - Arch Swing	\$6,072.00	\$6,072.00
1	18826	GameTime - Primetime Swing 3 1/2" X 8'	\$1,171.00	\$1,171.00
2	18827	GameTime - Primetime Swing Add A Bay 3 1/2" X 8'	\$724.00	\$1,448.00
2	8696	GameTime - Encl Seat 3 1/2"(8696)	\$297.00	\$594.00
4	8910	GameTime - Belt Seat 3 1/2"Od(8910)	\$238.00	\$952.00
1	2018MFGRANT	GAMETIME-MISC - 2018 Matching Funds Grant -		

- Grant Qualification: Over \$90,000 & Cash with Order terms (100% Match).
- Funding Breakdown:
  - List Price: \$103,099.00
  - Owner Contribution: \$51,549.50
  - GameTime Match (100%): \$51,549.50
  - Additional US Communities Discount: \$535.65
- Freight and applicable sales tax are extra and not included. See quote totals.
- Orders accepted by GameTime must ship by December 31, 2018.
- This offer expires October 31, 2018.

**\*MATERIALS ONLY QUOTATION**  
 Contract: USC

SubTotal: \$113,336.00  
 Grant: (\$52,085.15)  
 Freight: \$2,700.00  
**Total Amount: \$63,950.85**



**GameTime c/o Cunningham Recreation**  
**PO Box 240981**  
**Charlotte, NC 28224**  
**800.438.2780**  
**704.525.7356 FAX**

**QUOTE**  
**#135703**

09/27/2018

## **City of Bloomington - Playground Proposal**

### **GAMETIME - TERMS & CONDITIONS:**

- **PRICING:** Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **TERMS OF SALE:** For equipment & material purchases, Net 30 days from date of invoice for governmental agencies and those with approved credit. All others, full payment for equipment, taxes and freight up front. Balance for services & materials due upon completion or as otherwise negotiated upon credit application review. Pre-payment may be required for equipment orders totaling less than \$5,000. Payment by VISA, MasterCard, or AMEX is accepted. Checks should be made payable to Playcore Wisconsin, Inc. d/b/a GameTime unless otherwise directed.
- **CREDIT APPLICATION:** Required for all non-governmental agencies and those entities who have not purchased from GameTime within the previous twelve calendar months.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or maximum permitted by law) will be added to all invoices over 30 days past due.
- **CASH WITH ORDER DISCOUNT:** Orders for GameTime equipment paid in full at time of order via check or electronic funds transfer (EFT) are eligible for a 3% cash-with-order (CWO) discount.
- **ORDERS:** All orders shall be in writing by purchase order, signed quotation or similar documentation. Purchase orders must be made out to Playcore Wisconsin, Inc. d/b/a GameTime.
- **FREIGHT CHARGES:** Shipments shall be F.O.B. destination. Freight charges prepaid and added separately.
- **SHIPMENT:** Standard Lead time is 4-6 weeks after receipt and acceptance of purchase order, credit application, color selections and approved drawings or submittals.
- **PACKAGING:** All goods shall be packaged in accordance with acceptable commercial practices and marked to preclude confusion during unloading and handling.
- **RECEIPT OF GOODS:** Customer shall coordinate, receive, unload, inspect and provide written acceptance of shipment. Any damage to packaging or equipment must be noted when signing delivery ticket. If damages are noted, receiver must submit a claim to Cunningham Recreation within 15 Days. Receiver is also responsible for taking inventory of the shipment and reporting any concealed damage or discrepancy in quantities received within 60 days of receipt.
- **RETURNS:** Returns are only available on shipments delivered within the last 60 days. A 25% (min.) restocking fee will be deducted from any credit due. Customer is responsible for all packaging & shipping charges. Credit is based on condition of items upon return. All returns must be in unused and merchantable condition. GameTime reserves the right to deduct costs associated with restoring returned goods to merchantable condition. Uprights & custom products cannot be returned.
- **TAXES:** Sales tax is shown as a separate line item when included. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.

### **SUPPLY ONLY:**

- All items are quoted supply only.
- Installation services are not included.
- Customer is responsible for coordinating delivery, receipt, unloading, and inventory equipment.
- Missing or damaged equipment must be reported within 60 days of delivery.



**GameTime c/o Cunningham Recreation**  
**PO Box 240981**  
**Charlotte, NC 28224**  
**800.438.2780**  
**704.525.7356 FAX**

**QUOTE**  
**#135703**

09/27/2018

**City of Bloomington - Playground Proposal**

**ACCEPTANCE OF QUOTATION:**

*Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.*

Accepted By (printed): \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

P.O. Number: \_\_\_\_\_ Date: \_\_\_\_\_

Purchase Amount: **\$63,950.85**

SALES TAX EXEMPTION CERTIFICATE #: \_\_\_\_\_

(PLEASE PROVIDE A COPY OF CERTIFICATE)

\_\_\_\_\_ Salesperson's Signature \_\_\_\_\_ Customer Signature

**Wish to pay by credit card? Please complete the following information required to authorize CC purchase:**

Card Type: \_\_\_\_\_ Mastercard \_\_\_\_\_ Visa \_\_\_\_\_ AMEX

Credit Card Number: \_\_\_\_\_ Exp Date: \_\_\_\_\_

Card Security Code (CSC/CVV): \_\_\_\_\_

Card Holder Name (as it appears on card): \_\_\_\_\_

Company: \_\_\_\_\_

Billing Address (CC account): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Amount to be charged to card: **\$63,950.85**

Email or Fax credit card receipt to: \_\_\_\_\_



GameTime c/o Cunningham Recreation  
PO Box 240981  
Charlotte, NC 28224  
800.438.2780  
704.525.7356 FAX

QUOTE  
#135703

09/27/2018

### City of Bloomington - Playground Proposal

**BILLING INFORMATION:**

Bill to: \_\_\_\_\_

Contact: \_\_\_\_\_

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

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

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

**SHIPPING INFORMATION (IF DIFFERENT FROM ABOVE):**

Ship to: \_\_\_\_\_

Contact: \_\_\_\_\_

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

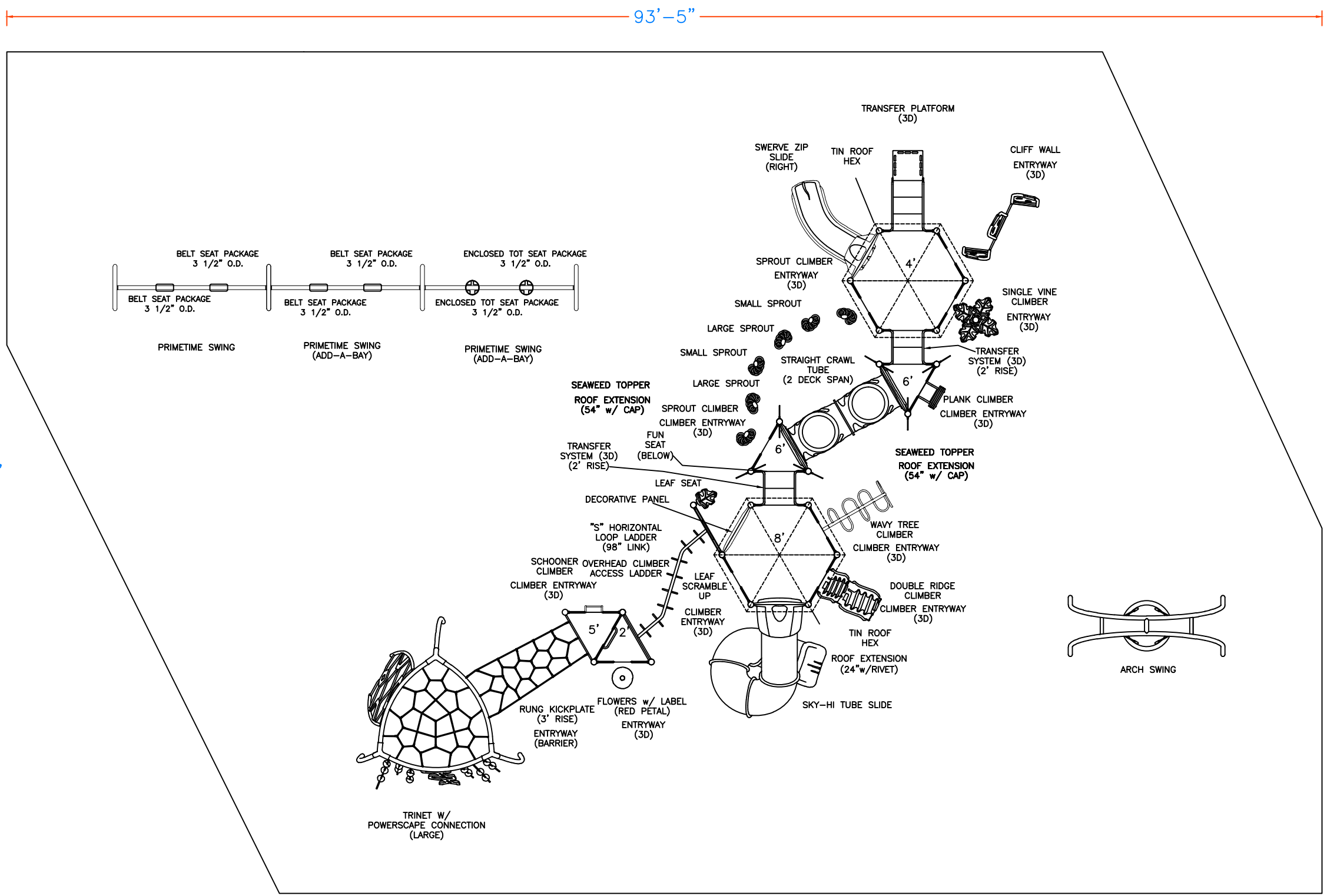
Address: \_\_\_\_\_

City, State: \_\_\_\_\_ Zip: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_





A PLAYCORE Company

150 PlayCore Drive SE  
Fort Payne, AL 35967  
www.gametime.com



City of  
Bloomington  
Bloomington, IL  
Representative  
Cunningham Recreation

This play equipment is recommended for children ages  
5-12

Minimum Area Required:  
Scale: nts  
This drawing can be scaled only when in an 11" x 17" format

**IMPORTANT:** Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By:  
Is  
Date:  
9-24-18  
Drawing Name:  
City of Bloomington



Back View





US Communities  
5 year initial term  
7/1/17 to 6/30/22

Contract No. 2017001134  
Vendor No. 121531

**STATE OF NORTH CAROLINA  
COUNTY OF MECKLENBURG**

**CONTRACT TO PROVIDE  
PLAYGROUND AND OUTDOOR FITNESS EQUIPMENT, SITE ACCESSORIES,  
SURFACING, AND RELATED PRODUCTS AND SERVICES**

This Contract (the "Contract") is entered into as of this 1st day of July 2017 (the "Effective Date"), by and between Playcore Wisconsin, Inc. d/b/a GameTime, a corporation doing business in North Carolina (the "Company"), and the City of Charlotte, a North Carolina municipal corporation (the "City").

**RECITALS**

**WHEREAS**, the City issued a Request For Proposals (RFP #269-2017-028) for Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services dated January 25, 2017. This Request for Proposals together with all attachments and addenda, is referred to herein as the "RFP"; and

**WHEREAS**, the Company submitted a Proposal in response to RFP #269-2017-028 on March 16, 2017. This Proposal, together with all attachments and separately sealed confidential trade secrets, is referred to herein as the "Proposal" and is incorporated into this Contract by reference.

**WHEREAS**, the City awarded this Contract on May 8, 2017 to Company to provide Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services to the City all in accordance with the terms and conditions set forth herein.

**WHEREAS**, the City of Charlotte, on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and nonprofit organizations (herein "Participating Public Agencies"), competitively solicited and awarded the Contract to the Company. The City has designated U.S. Communities as the administrative and marketing conduit for the distribution of the Contract to Participating Public Agencies.

The City is acting as the "Contracting Agent" for the Participating Public Agencies, and shall not be liable or responsible for any costs, damages, liability or other obligations incurred by the Participating Public Agencies. The Company (including its subsidiaries) shall deal directly with each Participating Public Agency concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing, payment and all other matters relating or referring to such Participating Public Agency's access to the Contract.

Each Participating Public Agency enters into a Master Intergovernmental Cooperative Purchasing Agreement (MICPA) outlining the terms and conditions that allow access to the Lead Public Agencies' Master Agreements. Under the terms of the MICPA, the procurement by the Participating Public Agency shall be construed to be in accordance with, and governed by, the laws of the state in which the Participating Public Agency resides.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

## CONTRACT

### 1. EXHIBITS.

The Exhibits below are hereby incorporated into and made a part of this Contract. In interpreting this Contract and resolving any ambiguities, the main body of this Contract will take precedence over the Exhibits, and any inconsistency between the Exhibits will be resolved in the order in which the Exhibits appear below. Each reference to GameTime in the Exhibits and Appendices shall be deemed to mean the Company.

EXHIBIT A:	Discount Schedule, Price Lists, and Incentives
EXHIBIT B:	Installation Fees
EXHIBIT C:	National Network of Distributors and Installers
EXHIBIT D:	Freight Rate Schedules
EXHIBIT E:	Product Warranties
EXHIBIT F:	Scope of Work
EXHIBIT G:	U.S. Communities Administrative Agreement

### 2. DEFINITIONS.

As used in this Contract, the following terms shall have the meanings set forth below:

<i>Acceptance:</i>	Refers to receipt and approval by the City of a Deliverable or Service in accordance with the acceptance process and criteria in this Contract.
<i>Affiliates:</i>	Refers to all departments or units of the City and all other governmental units, boards, committees or municipalities for which the City processes data or performs Services.
<i>Biodegradable:</i>	Refers to the ability of an item to be decomposed by bacteria or other living organisms.
<i>Charlotte Business Inclusion (CBI):</i>	Refers to the Charlotte Business Inclusion office of the City of Charlotte.
<i>Charlotte Combined Statistical Area (CSA):</i>	Refers to the Charlotte-Gastonia-Salisbury Combined Statistical Area consisting of; (a) the North Carolina counties of Anson, Cabarrus, Cleveland, Gaston, Iredell, Lincoln, Mecklenburg, Rowan, Stanly, and Union; and (b) the South Carolina counties of Chester, Lancaster, and York; a criteria used by Charlotte Business INclusion to determine eligibility to participate in the program.
<i>City:</i>	Refers to the City of Charlotte, North Carolina.
<i>Company:</i>	Refers to a company that has been selected by the City to provide the Products and Services of this Contract.
<i>Company Project Manager:</i>	Refers to a specified Company employee representing the best interests of the Company for this Contract.
<i>Contract:</i>	Refers to a written agreement executed by the City and Company for all or part of the Services.



<i>Deliverables:</i>	Refers to all tasks, reports, information, designs, plans, and other items that the Company is required to deliver to the City in connection with the Contract.
<i>Documentation:</i>	Refers to all written, electronic, or recorded works that describe the use, functions, features, or purpose of the Deliverables or Services or any component thereof, and which are provided to the City by the Company or its subcontractors, including without limitation all end user manuals, training manuals, guides, program listings, data models, flow charts, and logic diagrams.
<i>Environmentally Preferable Products:</i>	Refers to Products that have a lesser or reduced effect on human health and the environment when compared with competing Products that serves the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product.
<i>Lead Public Agency:</i>	Refers to the City of Charlotte, North Carolina.
<i>Master Agreement:</i>	Refers to the Agreement that is made available by the Lead Public Agency after the successful completion of the competitive solicitation and selection process, wherein Participating Public Agencies may utilize the agreement to purchase Products and Services.
<i>Minority Business Enterprise/MBE:</i>	Refers to a business enterprise that: (a) is certified by the State of North Carolina as a Historically Underutilized Business (HUB) within the meaning of N.C. Gen. Stat. § 143-128.4; (b) is at least fifty-one percent (51%) owned by one or more persons who are members of one of the following groups: African American or Black, Hispanic, Asian, Native American or American Indian; and (c) is headquartered in the Charlotte Combined Statistical Area.
<i>MWSBE:</i>	Refers to SBEs, MBEs and WBEs, collectively.
<i>Participating Public Agency:</i>	Refers to all states, local governments, school districts, and higher education institutions in the United States of American, and other governmental agencies and nonprofit organizations that elect to purchase Products and Services under the Master Agreement.
<i>Products:</i>	Refers to all Products that the Company agrees to provide to the City as part this Contract.
<i>Services:</i>	Refers to the Playground Equipment, Outdoor Fitness Equipment, Surfacing, Site Accessories and Related Products and Services as requested in this RFP.

*Specifications and Requirements:*

Refers to all definitions, descriptions, requirements, criteria, warranties, and performance standards relating to the Deliverables and Services that are set forth or referenced in: (i) this RFP, including any addenda; (ii) the Documentation; and (iii) any functional and/or technical specifications that are published or provided by the Company or its licensors or suppliers from time to time with respect to all or any part of the Deliverables or Services.

3. **TERM.** The initial term of this Contract will be for five (5) years from the Effective Date 5/8/2022 with an option to renew for two (2) additional two-year terms. This Contract may be extended only by a written amendment to the contract signed by both parties.
4. **AGREEMENT TO PROVIDE PRODUCTS AND SERVICES.**
  - 4.1 The Company shall provide the Products and Services in accordance with the terms and conditions set forth in this Contract and the attached Exhibits when ordered from time to time by the City. Except as set forth Exhibit A, the prices set forth in Exhibit A constitute all charges payable by the City for the Products and Services, and all labor, materials, equipment, transportation, facilities, storage, information technology, permits, and licenses necessary for the Company to provide the Products and Services. The Company shall perform any Services for the City on site at the City's facilities in Charlotte, North Carolina, except as otherwise stated in this Contract or agreed in writing by the City.
  - 4.2 **Placement of Orders:** All orders will be placed by personnel designated by the City on an as needed basis for the quantity required at the time during the term of the Contract.
5. **OPTIONAL PRODUCTS AND SERVICES:** The City may in its discretion purchase from the Company optional Products and Services beyond what is called for in the Specifications, provided that such purchase does not create unfairness so as to defeat the purpose of the bid statutes, and provided the City is authorized by law to make such purchases without a formal bid process.
6. **DOCUMENTATION:** the Company will provide for all products purchased under this contract written or electronic documentation that is complete and accurate, and sufficient to enable City employees with ordinary skills and experience to utilize such products for the purpose for which the City is acquiring them.
7. **COMPENSATION.** The City shall pay the company for the products and services delivered in compliance with the specifications at the prices set forth in Exhibit A. This amount constitutes the maximum fees and charges payable to the company in the aggregate under this contract and will not be increased except by a written amendment duly executed by both parties in compliance with the price adjustment provisions set forth in Exhibit c. The company shall not be entitled to charge the City any prices, fees or other amounts that are not listed in Exhibit A.
8. **PRICE ADJUSTMENT.**



- 8.1 The price(s) stated in this Contract shall remain firm through December 31, 2017. Company may request price increases in writing, in accordance with the following terms:
- 8.1.1 Price increases shall only be allowed when justified in the City's sole discretion based on legitimate, bona fide increases in the cost of materials. No adjustment shall be made to compensate the Company for inefficiency in operation, increase in labor costs, or for additional profit.
- 8.1.2 To obtain approval for a price increase, the Company shall submit a written request at least sixty (60) days prior to each calendar year during the term of the contract. All requests must be submitted to the Procurement Management Division representative, at the address listed below, together with written documentation sufficient to demonstrate that the increase is necessary based on a legitimate increase in the cost of materials. The request must state and fully justify the proposed price increase per unit over the price originally proposed.
- City of Charlotte  
M&FS Finance Office / Procurement Management  
600 East Fourth Street  
Charlotte, NC 28202
- 8.1.3 No proposed price increase shall be valid unless accepted by the City in writing. The City may approve such price increase for the remaining term of the Contract or for a shorter specified period, in the City's sole discretion. If the City rejects such price increase, the Company shall continue performance of the Contract.
- 8.1.4 If the City approves a price increase pursuant to this Section and the market factors justifying the increase shift so that the increase is no longer justified, the City shall have the right to terminate the price increase and revert back to the prices that were in effect immediately prior to the increase. The Company shall notify the City in writing if the market factors on which the City granted the increase change such that the City's reasons for granting the increase longer apply.
- 8.2 If the Company's unit prices for any Products and/or Services should decrease, the Company shall provide the affected Products and/or Services at the lower discounted price. The Company will provide the City with prompt written notice of all decreases in unit prices.
- 8.3 If a Product becomes unavailable, or if a new Product becomes available, the Company promptly will send the City a proposed revised version of Exhibit A. The City reserves the right to add or delete items to this Contract if particular items should become discontinued or an upgraded item becomes available to the industry market. Any new or replacement items added may be subject to bid statute requirements. The City may also delete radio and communication equipment items included in this Contract if items are no longer needed or no longer issued as part of radios and communication equipment. At no additional cost to the City, the Company may substitute any Product or Service to be provided by the Company, if the substitute meets or exceeds the Specifications, is compatible with the City's operating environment and is of equivalent or better quality to the City. Any substitution will be reflected in a written signed change order.

9. **BILLING.** Each invoice sent by the Company shall include all reports, information and data required by this Contract (including the Exhibits) necessary to entitle the Company to the requested payment. The Company shall send one (1) copy only of each invoice using one of the following options:

Option 1 – E-mail one copy of each invoice to [cocap@charlottenc.gov](mailto:cocap@charlottenc.gov) . Company shall not mail invoices that have been sent via e-mail.

Option 2 – Mail one copy of each invoice to:

City of Charlotte Accounts Payable  
PO Box 37979  
Charlotte, NC 28237-7979  
Attn: (Insert Department)

The City is not tax exempt from sales tax. The Company shall include all applicable State and County sales taxes on the invoice and not combined with the cost of the goods.

Payment of invoices shall be due within thirty (30) days after the City has received all of the following: (a) an accurate, properly submitted invoice, (b) all reports due for the month covered by the invoice; and (c) any other information reasonably requested by the City to verify the charges contained in the invoice. Invoices must include state and local sales tax.

10. **CONTRACT MONITORING:** The City shall have the right to audit the Company's compliance with the terms and conditions of the Contract at such times as the City deems appropriate. Unless the City elects to terminate the Contract, the Company shall develop a written action plan to correct any Contract deficiency identified during these compliance audits, and shall submit such plan to the City within thirty (30) days of notification of non-compliance.
11. **REPORTING:** The Company shall provide such written reports of purchasing and expenditures as may be requested by the City from time to time, including without limitation any reports described in the Specifications.
12. **AUDIT:** During the term of the Contract and for a period of three (3) years after termination or expiration of this Contract for any reason, the City shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Company necessary to evaluate Company's compliance with the terms and conditions of the Contract or the City's payment obligations. The City shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Company. However, if non-compliance is found that would have cost the City in excess of \$5,000 but for the audit, then the Company shall be required to reimburse the City for the cost of the audit.
13. **GENERAL WARRANTIES.** Company represents and warrants that:
- 13.1 It is a corporation duly incorporated, validly existing and in good standing under the laws of the state of Alabama, and is qualified to do business in North Carolina;
- 13.2 It has all the requisite corporate power and authority to execute, deliver and perform its obligations under this Contract;
- 13.3 The execution, delivery, and performance of this Contract have been duly authorized by Company;



- 13.4 No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for it to enter into and perform its obligations under this Contract;
  - 13.5 In connection with its obligations under this Contract, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses; and
  - 13.6 The Company shall not violate any agreement with any third party by entering into or performing this Contract.
- 14. ADDITIONAL REPRESENTATIONS AND WARRANTIES.** Company represents warrants and covenants that:
- 14.1 The Products and Services shall comply with all requirements set forth in this Contract, including but not limited to the attached Exhibits;
  - 14.2 All work performed by the Company and/or its subcontractors pursuant to this Contract shall meet industry accepted standards, and shall be performed in a professional and workmanlike manner by staff with the necessary skills, experience and knowledge;
  - 14.3 Neither the Services, nor any Products provided by the Company under this Contract will infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party; and
  - 14.4 The Company and each of its subcontractors have complied and shall comply in all material respects with all applicable federal, state and local laws, regulations and guidelines relating to the performance of this Contract or to the products and services delivered hereunder, including but not limited to E-Verify, and shall obtain all applicable verifications, permits, and licenses.
- 15. COMPLIANCE WITH LAWS:** All Products and Services delivered under this Contract shall be in compliance with all applicable federal, state and local laws, regulations and ordinances. In performing the Contract, the Company shall obtain and maintain all licenses and permits, and comply with all federal, state and local laws, regulations and ordinances.
- 16. DELIVERY TIME:** When delivery time is requested in the RFP, (whether in the form of a specific delivery date or maximum number of days for delivery) time is of the essence. The Company's Bid shall be deemed a binding commitment of the Company to meet the delivery time stated herein unless the Bid specifically takes exception. If such delivery time is not met, the City shall be entitled to terminate the Contract immediately for default and/or exercise any other remedies available at law or in equity.
- 17. QUALITY.** Unless this Contract specifically states otherwise for a particular item, all components used to manufacture or construct any supplies, materials or equipment or Products provided under this Contract shall be: (a) new; (b) the latest model; (c) of the best quality and highest grade workmanship; and (d) in compliance with all applicable federal, state and local laws, regulations and requirements. By "new", the City means that the item has been recently produced and has not been previously sold or used.

Whenever this Contract states that a Product or Service shall be in accordance with laws, ordinances, building codes, underwriter's codes, applicable A.S.T.M. regulations or similar expressions, the requirements of such laws, ordinances, etc., shall be construed to be minimum requirements that are in addition to any other requirements that may be stated in this Contract.

18. **DESIGN AND/OR MANUFACTURER REQUIREMENT:** All Products and Services shall meet the Specifications set forth in Section 4 of the RFP.
19. **INSPECTION AT COMPANY'S SITE:** The City reserves the right to inspect the equipment, plant, store or other facilities of the Company during the Contract term from time to time as the City deems necessary to confirm that such equipment, plant, store or other facilities conform with the Specifications and are adequate and suitable for proper and effective performance of the Contract. Such inspections shall be conducted during normal business hours and upon at least three (3) days' notice to the Company (except that a store may be inspected at any time during regular store hours without notice).
20. **PREPARATION FOR DELIVERY:**
  - 20.1 **Condition and Packaging.** All containers/packaging shall be suitable for handling, storage or shipment, without damage to the contents. The Company shall make shipments using the minimum number of containers consistent with the requirements of safe transit, available mode of transportation routing. The Company will be responsible for confirming that packing is sufficient to assure that all the materials arrive at the correct destination in an undamaged condition ready for their intended use.
  - 20.2 **Marking.** All cartons shall be clearly identified with the City purchase order number and the name of the department making the purchase. Packing lists must be affixed to each carton identifying all contents included in the carton. If more than one carton is shipped, each carton must be numbered and must state the number of that carton in relation to the total number of cartons shipped (i.e. 1 of 4, 2 of 4, etc).
  - 20.3 **Shipping.** The Company shall follow all shipping instructions included in the ITB, the City's purchase order or in the Contract.
21. **ACCEPTANCE OF PRODUCTS/SERVICES:** The Products delivered under this Contract shall remain the property of the Company until the City physically inspects, actually uses and accepts the Products. In the event Products provided to the City do not comply with the Contract, the City shall be entitled to terminate the Contract upon written notice to the Company and return such Products (and any related goods) to the Company at the Company's expense. In the event the Services provided under this Contract do not comply with the Contract, the City reserves the right to cancel the Service and rescind any related purchase of products upon written notice to the Company. The remedies stated in this Section are in addition to and without limitation of any other remedies that the City may have under the Contract, at law or in equity.
22. **GUARANTEE:** Unless otherwise specified by the City, the Company unconditionally guarantees the materials and workmanship on all Products and Services. If, within the guarantee period any defects occur due to a faulty Product or Services (including without limitation a failure to comply with the Specifications), the Company at its expense, shall repair or adjust the condition, or replace the Product and/or Services to the complete satisfaction of the City. These repairs, replacements or adjustments shall be made only at such time as will be designated by the City to ensure the least impact to the operation of City business.
23. **NO LIENS:** All Products shall be delivered and shall remain free and clear of all liens and encumbrances.
24. **MANUFACTURER OR DEALER ADVERTISEMENT:** No manufacturer or dealer shall advertise on Products delivered to the City without prior approval by the City.



25. **RIGHT TO COVER:** If the Company fails to comply with any term or condition of the Contract or the Company's response to the ITB, the City may take any of the following actions with or without terminating the Contract, and in addition to and without limiting any other remedies it may have:
- (A) Employ such means as it may deem advisable and appropriate to obtain the applicable Products and/or Services (or reasonable substitutes) from a third party; and
  - (B) Recover from the Company the difference between what the City paid for such Products and/or Services on the open market and the price of such Products and/or Services under the Contract or the Company's response to the ITB.
26. **RIGHT TO WITHHOLD PAYMENT:** If Company breaches any provision of the Contract the City shall have the right to withhold all payments due to the Company until such breach has been fully cured.
27. **OTHER REMEDIES:** Upon breach of the Contract, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.
28. **TERMINATION.**
- 29.1 **TERMINATION WITHOUT CAUSE.** The City may terminate this Contract at any time without cause by giving sixty (60) days written notice to the Company. The Company may terminate this Contract at any time without cause by giving one hundred and eighty (180) days written notice to the City.
- 29.2 **TERMINATION FOR DEFAULT BY EITHER PARTY.** By giving written notice to the other party, either party may terminate this Contract upon the occurrence of one or more of the following events:
- 29.2.1 The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Contract, provided that, unless otherwise stated in this Contract, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or
  - 29.2.2 The other party attempts to assign, terminate or cancel this Contract contrary to the terms hereof; or
  - 29.2.3 The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Contract shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Contract if the default is not cured within the specified period.



- 29.3 ADDITIONAL GROUNDS FOR DEFAULT TERMINATION BY THE CITY. By giving written notice to the Company, the City may also terminate this Contract upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):
- 29.3.1 The Company makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Contract, Company's Bid, or any covenant, agreement, obligation, term or condition contained in this Contract; or
  - 29.3.2 The Company takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Contract, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Contract, or failure to provide the proof of insurance as required by this Contract.
- 29.4 NO EFFECT ON TAXES, FEES, CHARGES, OR REPORTS. Any termination of the Contract shall not relieve the Company of the obligation to pay any fees, taxes or other charges then due to the City, nor relieve the Company of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Company from any claim for damages previously accrued or then accruing against the Company.
- 29.5 OBLIGATIONS UPON EXPIRATION OR TERMINATION. Upon expiration or termination of this Contract, the Company shall promptly (a) return to the City all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the City; (b) provide the City with sufficient data necessary to migrate to a new vendor, or allow the City or a new vendor access to the systems, software, infrastructure, or processes of the Company that are necessary to migrate to a new vendor; and (c) refund to the City all pre-paid sums for Products or Services that have been cancelled and will not be delivered.
- 29.6 NO SUSPENSION. In the event that the City disputes in good faith an allegation of default by the Company, notwithstanding anything to the contrary in this Contract, the Company agrees that it will not terminate this Contract or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Company, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.
- 29.7 AUTHORITY TO TERMINATE. The City Manager or their designee is authorized to terminate this Contract on behalf of the City.
- 29.8 TRANSITION SERVICES UPON TERMINATION. Upon termination or expiration of this Contract, the Company shall cooperate with the City to assist with the orderly transfer of the Products, Services, functions and operations provided by the Company hereunder to another provider or to the City as determined by the City in its sole discretion. The transition services that the Company shall perform if requested by the City include but are not limited to:
- 29.8.1 Working with the City to jointly develop a mutually agreed upon transition services plan to facilitate the termination of the Services; and

- 29.8.2 Notifying all affected vendors and subcontractors of the Company of transition activities;
  - 29.8.3 Performing the transition service plan activities;
  - 29.8.4 Answering questions regarding the products and services on an as-needed basis; and
  - 29.8.5 Providing such other reasonable services needed to effectuate an orderly transition to a new system.
29. NO DELAY DAMAGES: Under no circumstances shall the City be liable to the Company for any damages arising from delay, whether caused by the City or not.
30. MULTIPLE CONTRACT AWARDS. This Contract is not exclusive. The City reserves the right to award multiple contracts for the Products and Services required by this Contract if the City deems multiple Contracts to be in the City's best interest.
31. RELATIONSHIP OF THE PARTIES. The relationship of the parties established by this Contract is solely that of independent contractors, and nothing contained in this Contract shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; (ii) constitute such parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking; (iii) make either party an agent of the other for any purpose whatsoever, or (iv) give either party the authority to act for, bind, or otherwise create or assume any obligation on behalf of the other. Nothing herein shall be deemed to eliminate any fiduciary duty on the part of the Company to the City that may arise under law or under the terms of this Contract.
32. INDEMNIFICATION: To the fullest extent permitted by law, the Company shall indemnify, defend and hold harmless each of the "Indemnitees" (as defined below) from and against any and all "Charges" (as defined below) paid or incurred any of them as a result of any claims, demands, lawsuits, actions, or proceedings: (i) alleging violation, misappropriation or infringement of any copyright, trademark, patent, trade secret or other proprietary rights with respect to the Work or any Products or deliverables provided to the City pursuant to this Contract ("Infringement Claims"); (ii) seeking payment for labor or materials purchased or supplied by the Company or its subcontractors in connection with this Contract; or (iii) arising from the Company's failure to perform its obligations under this Contract, or from any act of negligence or willful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; or (iv) arising from a violation of any federal, state or local law, regulation or ordinance by the Company or any its subcontractors (including without limitation E-Verify or other immigration laws); or (v) arising from any claim that the Company or an employee or subcontractor of the Company is an employee of the City, including but not limited to claims relating to worker's compensation, failure to withhold taxes and the like. For purposes of this Section: (a) the term "Indemnitees" means the City and each of the City's officers, officials, employees, agents and independent contractors (excluding the Company); and (b) the term "Charges" means any and all losses, damages, costs, expenses (including reasonable attorneys' fees), obligations, duties, fines, penalties, royalties, interest charges and other liabilities (including settlement amounts) or any other legal theory or principle, in connection with an Infringement Claim.

This indemnification requirement is not intended to cover, and the Company is not responsible for, any damages that result from lack of maintenance; inadequate supervision;



negligence; intentional misconduct of anyone other than the Company, its subcontractors, or their affiliates; inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or vandalism.

It is the intent of any insurance provided by Company to protect the Company and any subcontractor performing work under the Contract for

- (1) Product liability Claims arising solely from the negligent design or manufacture of the Playground Equipment when such goods and services are provided by the Company, Company's subcontractors, or their affiliates pursuant to this Contract;
- (2) Claims arising from any act of negligence or wilful misconduct by the Company or any of its agents, employees or subcontractors relating to this Contract, including but not limited to any liability caused by an accident or other occurrence resulting in bodily injury, death, sickness or disease to any person(s) or damage or destruction to any property, real or personal, tangible or intangible; and
- (3) Claims relating to worker's compensation for any employee or subcontractor of the Company;

This clarifies and supersedes any other section of the Contract concerning indemnification that could be interpreted otherwise.

33. **INSURANCE.** Throughout the term of the Contract, the Company shall comply with the insurance requirements described in this Section. In the event the Company fails to procure and maintain each type of insurance required by this Section, or in the event the Company fails to provide the City with the required certificates of insurance, the City shall be entitled to terminate the Contract immediately upon written notice to the Company.

The Company agrees to purchase and maintain the following insurance coverage during the life of the Contract with an insurance company acceptable to the City of Charlotte, authorized to do business in the State of North Carolina:

- (A) **Automobile Liability:** Bodily injury and property damage liability covering all owned, non-owned, and hired automobiles for limits of not less than \$1,000,000 bodily injury each person, each accident; and, \$1,000,000 property damage, or \$1,000,000 combined single limit each occurrence/aggregate.
- (B) **Commercial General Liability:** Bodily injury and property damage liability as shall protect the Company and any subcontractor performing work under the Contract from claims of bodily injury or property damage which arise from performance of the Contract, whether such work is performed by the Company, any subcontractor or anyone directly or indirectly employed by either. The amounts of such insurance shall not be less than \$1,000,000 bodily injury each occurrence/aggregate and \$1,000,000 property damage each occurrence/aggregate or \$1,000,000 bodily injury and property damage combined single limits each occurrence/aggregate. This insurance shall include coverage for products, services, completed operations, personal injury liability and contractual liability assumed under the indemnity provision of the Contract.
- (C) **Workers' Compensation:** Meeting the statutory requirements of the State of North Carolina and Employers Liability - \$100,000 per accident limit, \$500,000 disease per policy limit, \$100,000 disease each employee limit, providing coverage for employees and owners.

The City shall be named as additional insured during and until completion of the work under the commercial general liability insurance for operations or services rendered under

this Contract. The Company's insurance shall be primary of any self-funding and/or insurance otherwise carried by the City for all loss or damages arising from the Consultant's operations under this agreement. The Company and each of its subcontractors shall and does waive all rights of subrogation against the City and each of the Indemnitees, as defined in Section 5.1.

The Company shall not commence any work in connection with the Contract until it has obtained all of the types of insurance set forth in this Form, and such insurance has been approved by the City. The Company shall not allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified and doing business in North Carolina recognized by the Secretary of State and the Insurance Commissioner's Office. The Company shall furnish the City with proof of insurance coverage by certificates of insurance accompanying the Contract.

All insurance certificates must include the City of Charlotte's contract number in the description field.

The City shall be exempt from, and in no way liable for any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Company and/or subcontractor providing such insurance.

Since the playground and the play equipment will be in the care, custody, and control of the end user following installation, it is understood the Company cannot additionally insure the eventual owners of the equipment for any damages that result from:

- 1) lack of maintenance for which the Company or its subcontractors are not contractually obligated to perform, where such lack of maintenance is not as a result of instructions or manuals provided by the Company or its subcontractors ;
- 2) inadequate supervision;
- 3) Negligence (other than negligence of the Company or its subcontractors);
- 4) intentional acts of anyone other than the Company, its subcontractors or their affiliates;
- 5) inadequate surfacing that was not provided by or recommended by the Company, its subcontractors, or their affiliates; or
- 6) vandalism.

**34. COMMERCIAL NON-DISCRIMINATION.**

As a condition of entering into this Contract, the Company represents and warrants that it will fully comply with the City's Commercial Non-Discrimination Policy, as described in Section 2, Article V of the Charlotte City Code, and consents to be bound by the award of any arbitration conducted thereunder. As part of such compliance, the Company shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, age or disability in the solicitation, selection, hiring, or treatment of subcontractors, vendors or suppliers in connection with a City contract or contract solicitation process, nor shall the Company retaliate against any person or entity for reporting instances of such discrimination. The Company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its subcontracting and supply opportunities on City contracts, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace. The Company understands and agrees that a violation of this



clause shall be considered a material breach of this Contract and may result in termination of this Contract, disqualification of the Company from participating in City contracts or other sanctions.

As a condition of entering into this Contract, the Company agrees to: (a) promptly provide to the City in a format specified by the City all information and documentation that may be requested by the City from time to time regarding the solicitation, selection, treatment and payment of subcontractors in connection with this Contract; and (b) if requested, provide to the City within sixty days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Company has used on City contracts in the past five years, including the total dollar amount paid by the Company on each subcontract or supply contract. The Company further agrees to fully cooperate in any investigation conducted by the City pursuant to the City's Non-Discrimination Policy, to provide any documents relevant to such investigation that are requested by the City, and to be bound by the award of any arbitration conducted under such Policy.

The Company agrees to provide to the City from time to time on the City's request, payment affidavits detailing the amounts paid by the Company to subcontractors and suppliers in connection with this Contract within a certain period of time. Such affidavits shall be in the format specified by the City from time to time

The Company understands and agrees that violation of this Commercial Non-Discrimination provision shall be considered a material breach of this Contract and may result in contract termination, disqualification of the Company from participating in City contracts and other sanctions.

35. **COMPANY WILL NOT SELL OR DISCLOSE DATA.** The Company will treat as confidential information all data provided by the City in connection with this agreement. City data processed by the Company shall remain the exclusive property of the City. The Company will not reproduce, copy, duplicate, disclose, or in any way treat the data supplied by the City in any manner except that contemplated by this agreement.
36. **WORK ON CITY'S PREMISES.** The Company will ensure that its employees and agents shall, whenever on the City's premises, obey all instructions and directions issued by the City's project manager with respect to work on the City's premises. The Company agrees that its personnel and the personnel of its subcontractors will comply with all rules, regulations and security procedures of the City when on the City's premises.
37. **BACKGROUND CHECKS:** The Company agrees that it has conducted or will conduct background checks on all personnel who will be working at the Charlotte service facility or delivering Products or Services under the Contract. The Company will conduct such background checks prior to the personnel commencing work hereunder, whether as part of the Company's standard pre-employment screening practices or otherwise. The Company will complete a background check on an annual basis for each person working at the Charlotte facility. Background check will include at a minimum:
  - a. Criminal records search,
  - b. Identification verification; and
  - c. Proof of authorization to work in the United States.

The Company agrees if any personnel does not meet the background qualifications, he/she shall not be assigned to perform services under this Contract. The Company will notify the City immediately if a background check reveals any conviction(s). If there is any question



as to whether any personnel meets the background qualifications, prior to assignment of any Services under this Contract, the Company shall contact the City immediately.

**38. DRUG-FREE WORKPLACE.** The City is a drug-free workplace employer. The Company hereby certifies that it has or it will within thirty (30) days after execution of this Contract:

- 38.1 Notify employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited in the workplace and specifying actions that will be taken for violations of such prohibition;
- 38.2 Establish a drug-free awareness program to inform employees about (i) the dangers of drug abuse in the workplace, (ii) the Company's policy of maintaining a drug-free workplace, (iii) any available drug counseling, rehabilitation, and employee assistance programs, and (iv) the penalties that may be imposed upon employees for drug abuse violations;
- 38.3 Notify each employee that as a condition of employment, the employee will (i) abide by the terms of the prohibition outlines in (a) above, and (ii) notify the Company of any criminal drug statute conviction for a violation occurring in the workplace not later than five days after such conviction;
- 38.4 Impose a sanction on, or requiring the satisfactory participation in a drug counseling, rehabilitation or abuse program by an employee convicted of a drug crime;
- 38.5 Make a good faith effort to continue to maintain a drug-free workplace for employees; and
- 38.6 Require any party to which it subcontracts any portion of the work under the contract to comply with the provisions of this Section.

A false certification or the failure to comply with the above drug-free workplace requirements during the performance of this Contract shall be ground for suspension, termination or debarment.

**39. NOTICES.** Any notice, consent or other communication required or contemplated by this Contract shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by telefax to the intended recipient at the address set forth below. Notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by telefax or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier. Each party may change its address for notification purposes by giving the other party written notice of the new address and the date upon which it shall become effective.

Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment, or waiver of any provision of this Contract shall be sent to:

<b>For The Company:</b>	<b>For The City:</b>
Donald R. King	Karen Ewing
PlayCore Wisconsin, Inc. d/b/a Gametime	Procurement Management Division
150 Playcore Drive SE	600 East Fourth Street
Fort Payne, Alabama 35967	Charlotte, NC 28202
Phone: 423.648.5891	Phone: 704.336.2992
Fax: 423.648.5903	Fax: 704.632.8254
E-mail: dking@playcore.com	E-mail: kewing@charlottenc.gov

<b>With Copy To:</b>	<b>With Copy To:</b>
	Cindy White
	Senior Assistant City Attorney
	600 East Fourth Street
	Charlotte, NC 28202
	Phone: 704-336-3012
	Fax: 704-336-8854
	E-mail: <a href="mailto:cwhite@ci.charlotte.nc.us">cwhite@ci.charlotte.nc.us</a>

All other notices shall be sent to the other party's Project Manager at the most recent address provided in writing by the other party.

40. **SUBCONTRACTING:** The Company shall not subcontract any of its obligations under this Contract without the City's prior written consent. In the event the City does consent in writing to a subcontracting arrangement, Company shall be the prime contractor and shall remain fully responsible for performance of all obligations which it is required to perform under this Contract. Any subcontract entered into by Company shall name the City as a third party beneficiary.
41. **FORCE MAJEURE:** Neither party shall be liable for any failure or delay in the performance of its obligations pursuant to the Contract, and such failure or delay shall not be deemed a default of the Contract or grounds for termination hereunder if all of the following conditions are satisfied:

If such failure or delay:

- A. could not have been prevented by reasonable precaution;
- B. cannot reasonably be circumvented by the non-performing party through the use of alternate sources, work-around plans, or other means; and
- C. if, and to the extent, such failure or delay is caused, directly or indirectly, by fire, flood, earthquake, hurricane, elements of nature or acts of God, acts of war, terrorism, riots, civil disorders, rebellions or revolutions or court order.

An event that satisfies all of the conditions set forth above shall be referred to as a "Force Majeure Event." Upon the occurrence of a Force Majeure Event, the affected party shall be excused from any further performance of those of its obligations which are affected by the Force Majeure Event for as long as (a) such Force Majeure Event continues and (b) the affected party continues to use reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

Upon the occurrence of a Force Majeure Event, the affected party shall promptly notify the other by telephone (to be confirmed by written notice within five (5) days of the inception of the failure or delay) of the occurrence of a Force Majeure Event and shall describe in reasonable detail the nature of the Force Majeure Event. If any Force Majeure Event prevents the Company from performing its obligations for more than fifteen (15) days, the

City shall have the right to terminate the Contract by written notice to the Company.

Notwithstanding anything contained herein to the contrary, strikes, slow-downs, walkouts, lockouts, and industrial disputes of the Company or its subcontractors shall not constitute "Force Majeure Events" and are not excused under this provision. Nothing in the preceding Force Majeure provisions shall relieve the Company of any obligation it may have regarding disaster recovery, whether under the Contract or at law.

- 42 **CONFIDENTIALITY.**



- 42.1 DEFINITIONS. As used in this Contract, The term “Confidential Information” shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, that is obtained from the City or any of its suppliers, contractors or licensors which falls within any of the following general categories:
- 42.2 Trade secrets. For purposes of this Contract, trade secrets consist of information of the City or any of its suppliers, contractors or licensors: (a) that derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or diagrams that show how things work, manuals that tell how things work and business processes and procedures.
- 42.3 Information of the City or its suppliers, contractors or licensors marked “Confidential” or “Proprietary.”
- 42.4 Information relating to criminal investigations conducted by the City, and records of criminal intelligence information compiled by the City.
- 42.5 Information contained in the City’s personnel files, as defined by N.C. Gen. Stat. 160A-168. This consists of all information gathered by the City about employees, except for that information which is a matter of public record under North Carolina law.
- 42.6 Citizen or employee social security numbers collected by the City.
- 42.7 Computer security information of the City, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
- 42.8 Local tax records of the City that contains information about a taxpayer’s income or receipts.
- 42.9 Any attorney / client privileged information disclosed by either party.
- 42.10 Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
- 42.11 The name or address of individual home owners who, based on their income, have received a rehabilitation grant to repair their home.
- 42.12 Building plans of City-owned buildings or structures, as well as any detailed security plans.
- 42.13 Billing information of customers compiled and maintained in connection with the City providing utility services
- 42.14 Other information that is exempt from disclosure under the North Carolina public records laws.

Categories 42.1 through 42.13 above constitute “Highly Restricted Information,” as well as Confidential Information. The Company acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract

applicable to Confidential Information shall apply to Highly Restricted Information; and (b) the Company will also comply with any more restrictive instructions or written policies that may be provided by the City from time to time to protect the confidentiality of Highly Restricted Information.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential Information shall include information disclosed or revealed within one year prior to the date of this Contract.

43. **RESTRICTIONS.** Company shall keep the Confidential Information in the strictest confidence, in the manner set forth below:
- 43.1 Company shall not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the City in writing.
  - 43.2 Company shall not, directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an agent, subcontractor or vendor of the City or Company having a need to know such Confidential Information for purpose of performing work contemplated by written agreements between the City and the Company, and who has executed a confidentiality agreement incorporating substantially the form of this the Contract. Company shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted to any third party without the City's prior written consent.
  - 43.3 Company shall not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written agreements between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
  - 43.4 Company shall not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
  - 43.5 Company shall use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, vendors, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
  - 43.6 In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, Company shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
  - 43.7 All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the City or destroyed upon satisfaction of the purpose of the disclosure of such information.
  - 43.8 Company shall restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.



43.9 Company shall take reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract. The Company shall have each of its employees who will have access to the Confidential Information sign a confidentiality agreement which provides the City and its vendors, licensors, subcontractors, employees and taxpayers the same level of protection as provided by this Contract.

44. **EXCEPTIONS.** The City agrees that Company shall have no obligation with respect to any Confidential Information that the Company can establish:

44.1 Was already known to Company prior to being disclosed by the City;

44.2 Was or becomes publicly known through no wrongful act of Company;

44.3 Was rightfully obtained by Company from a third party without similar restriction and without breach hereof;

44.4 Was used or disclosed by Company with the prior written authorization of the City;

44.5 Was disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, Company shall first give to the City notice of such requirement or request;

44.6 Was disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued subpoena, provided that the Company shall take reasonable steps to obtain an agreement or protective order providing that this Contract will be applicable to all disclosures under the court order or subpoena.

45. **MISCELLANEOUS**

45.1 **ENTIRE AGREEMENT.** This Contract, including all Exhibits and Attachments constitute the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings, or agreements between the parties with respect to such subject matter. This Contract supersedes all prior agreements, negotiations, representations and proposals, written or oral. Notwithstanding the forgoing, the parties agree that the ITB and the Bid are relevant in resolving any ambiguities that may exist with respect to the language of this Contract

45.2 **AMENDMENT.** No amendment or change to this Contract shall be valid unless in writing and signed by the party against whom enforcement is sought. Amendments that involve or increase in the amounts payable by the City may require execution by a Department Director, the City Manager, or an Assistant City Manager; depending on the amount. Some increases may also require approval by City Council.

45.3 **GOVERNING LAW AND JURISDICTION.** North Carolina law shall govern the interpretation and enforcement of this Contract, and any other matters relating to this Contract (all without regard to North Carolina conflicts of law principles). All legal actions or other proceedings relating to this Contract shall be brought in a state or federal court sitting in Mecklenburg County, North Carolina. By execution of this Contract, the parties submit to the jurisdiction of such courts and hereby irrevocably waive any and all objections which they may have with respect to venue in any court sitting in Mecklenburg County, North Carolina.



- 45.4 **BINDING NATURE AND ASSIGNMENT.** This Contract shall bind the parties and their successors and permitted assigns. Neither party may assign this Contract without the prior written consent of the other. Any assignment attempted without the written consent of the other party shall be void. For purposes of this Section, a Change in Control, as defined in Section 42.8 constitutes an assignment.
- 45.5 **SEVERABILITY.** The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Contract or the Exhibits shall not affect the validity of the remaining portion of this Contract or Exhibits so long as the material purposes of this Contract can be determined and effectuated. If any provision of this Contract or Exhibit is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Contract shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.
- 45.6 **NO PUBLICITY.** No advertising, sales promotion or other materials of the Company or its agents or representations may identify or reference this Contract or the City in any manner without the prior written consent of the City. Notwithstanding the forgoing, the parties agree that the Company may list the City as a reference in responses to requests for proposals, and may identify the City as a customer in presentations to potential customers.
- 45.7 **WAIVER.** No delay or omission by either party to exercise any right or power it has under this Contract shall impair or be construed as a waiver of such right or power. A waiver by either party of any covenant or breach of this Contract shall not constitute or operate as a waiver of any succeeding breach of that covenant or of any other covenant. No waiver of any provision of this Contract shall be effective unless in writing and signed by the party waiving the rights.
- 45.8 **CHANGE IN CONTROL.** In the event of a change in "Control" of the Company (as defined below), the City shall have the option of terminating this Contract by written notice to the Company. The Company shall notify the City within ten days of the occurrence of a change in control. As used in this Contract, the term "Control" shall mean the possession, direct or indirect, of either (i) the ownership of or ability to direct the voting of, as the case may be fifty-one percent (51%) or more of the equity interests, value or voting power in the Company or (ii) the power to direct or cause the direction of the management and policies of the Company whether through the ownership of voting securities, by contract or otherwise.
- 45.9 **NO BRIBERY.** The Company certifies that neither it, any of its affiliates or subcontractors, nor any employees of any of the forgoing has bribed or attempted to bribe an officer or employee of the City in connection with this Contract.
- 45.10 **FAMILIARITY AND COMPLIANCE WITH LAWS AND ORDINANCES.** The Company agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to the Services. The Company further agrees that it will at all times during the term of this Contract be in compliance with all applicable federal, state and/or local laws regarding employment practices. Such laws will include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all OSHA regulations applicable to the work.

- 45.11 TAXES. The Company shall pay all applicable federal, state and local taxes which may be chargeable against the Products and/or Services.
- 45.12 SURVIVAL OF PROVISIONS: Those Sections of the Contract and the Exhibits, which by their nature would reasonably be expected to continue after the termination of the Contract shall survive the termination of the Contract, including but not limited to the following:
- Section 3 "Term"
  - Section 4.3 "Employment Taxes and Employee Benefits"
  - Section 13 "General Warranties"
  - Section 14 "Additional Representations and Warranties"
  - Section 22 "Guarantee"
  - Section 28 "Other Remedies"
  - Section 29 "Termination"
  - Section 33 "Insurance"
  - Section 34 "Indemnification"
  - Section 39 "Notices"
  - Section 42 "Confidentiality"
  - Section 45 "Miscellaneous"
- 45.13 NON-APPROPRIATION OF FUNDS. If City Council does not appropriate the funding needed by the City to make payments under this Contract for a given fiscal year, the City will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the City will promptly notify the Company of the non-appropriation and this Contract will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the City, which is attributable to non-appropriation of funds shall constitute a breach of or default under this Contract.
- 45.14 E-VERIFY. Company shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and shall require each of its subcontractors to do so as well.
- 45.15 IRAN DIVESTMENT ACT. Company certifies that: (i) it is not identified on the Final Divestment List or any other list of prohibited investments created by the NC State Treasurer pursuant to N.C.G.S. 147-86.58; (ii) it will not take any action causing it to appear on any such list during the term of this Contract; and (iii) it will not utilize any subcontractor that is identified on any such list to provide goods or services hereunder.
- 45.16 PRE-AUDIT. No pre-audit certificate is required under N.C. Gen. Stat. 159-28(a) because this Contract is for an indefinite quantity with no minimum purchase requirement. Notwithstanding anything contained herein to the contrary, this Contract does not require the City to purchase a single product or service, and a decision by the City to not make any purchase hereunder will violate neither this Contract nor any implied duty of good faith and fair dealing. The City has no financial obligation under this Contract absent the City's execution of a valid and binding purchase order or contract addendum containing a pre-audit certificate."

45.17 UNIFORM ADMINISTRATIVE REQUIREMENTS

By entering into this Contract, the Company agrees to comply with all applicable provisions of *Title 2, Subtitle A, Chapter II, Part 200* – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards contained in *Title 2 C.F. R. § 200 et seq.*

45.18 COUNTERPARTS.

This Contract may be executed in any number of counterparts, all of which taken together shall constitute one single agreement between the parties.

[Signature Page Follows]

IN WITNESS WHEREOF, and in acknowledgment that the parties hereto have read and understood each and every provision hereof, the parties have caused this Contract to be executed on the date first written above.

PLAYCORE WISCONSIN, INC. D/B/A GAMETIME:

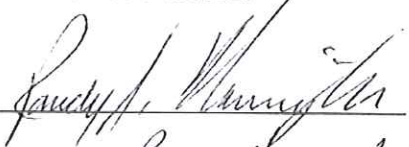
BY: 

PRINT NAME: ROBERT V. BARRON

TITLE: SENIOR V. P. of SALES

DATE: 05-03-2017

CITY OF CHARLOTTE  
CITY MANAGER'S OFFICE:

BY: 

PRINT NAME: Randy Harrington

TITLE: CMO

DATE: 5/15/17

CITY OF CHARLOTTE  
RISK MANAGEMENT DIVISION:

BY: 

PRINT NAME: Christee Gibson

TITLE: Asst Mgr

DATE: 5/11/17





REGULAR AGENDA ITEM NO. 8E

FOR COUNCIL: November 13, 2018

**SPONSORING DEPARTMENT:** City Clerk

**SUBJECT:** Consideration of an Ordinance Amending the City's Schedule of Fees, as requested by the City Clerk.

**RECOMMENDATION/MOTION:** The Ordinance amending the Schedule of Fees be approved, and the Mayor and City Clerk be authorized to execute the necessary documents.

**STRATEGIC PLAN LINK:** 1. Financially Sound City Providing Quality Basic Services; and 3. Grow the Local Economy.

**STRATEGIC PLAN SIGNIFICANCE:** 1a. Budget with adequate resources to support defined services and level of services; 1d. City services delivered in the most cost-effective, efficient manner; and 3e. Strong working relationship among the City, businesses, economic development organizations.

**BACKGROUND:** On October 8, 2018, the City Council adopted Ordinance No. 2018-89 "An Ordinance Adopting a Schedule of Fees for the City of Bloomington and Amending the City Code", amended further by Ordinance No. 2018-94. This Schedule attempts to put into one place all fees located within the City Code. After its adoption, it was discovered additional revisions are necessary and accordingly City staff is bringing back an ordinance to amend the Schedule of Fees to make certain corrections. Specifically, the ordinance amends the schedule of annual fees for liquor licenses by adding the annual fee for the newly created Class PBP license. Secondly, the Schedule is amended to reflect the correct fee for Transportation Network Providers. This annual fee is \$3,000, however there was an error on the adopted Schedule showing an incorrect fee of \$100, which is the application fee. Another modification simply removes an unnecessary reference to "Enclosed Theaters" in relation to mechanical musical devices.

**COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED:** N/A

**FINANCIAL IMPACT:** The City Council directed Staff to review and revise the City's various fees, so that the fees more closely align with the City costs to administer the related functions. The revenue from the TNP is allocated to the General Fund under Non-Departmental-Transportation Network Providers License account (10010010-51135) in the amount of \$6,000. There are two TNP's that are licensed with the city



to provide transportation service—Lyft and Uber. Stakeholders can locate this in the FY 2019 Budget Book titled “Budget Overview & General Fund” on page 119.

**COMMUNITY DEVELOPMENT IMPACT:** The Schedule of Fees is a document that is designed to assist the public, developers, and municipal officials in quickly and easily determining the correct fee for a requested license, permit, fine, or service is in alignment with the following goal and objective of the City’s Comprehensive Plan 2035 (Adopted August 24, 2015 - Resolution 2015-31):

**Economic Development:**

ED-4 Enhance the image of Bloomington as a business friendly community

ED-4.5 Identify and reduce barriers for local growth and economic development

**FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION:**

N/A

Respectfully submitted for Council consideration.

Prepared By: Cherry Lawson, City Clerk

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason  
City Manager

**Attachments:**

- CLK 1B - Ordinance

ORDINANCE NO. 2018 -

AN ORDINANCE AMENDING THE SCHEDULE OF FEES FOR THE  
CITY OF BLOOMINGTON AND AMENDING THE CITY CODE

WHEREAS, the City of Bloomington, Mclean County, Illinois (hereinafter referred to as "City") is an Illinois home-rule municipality; and,

WHEREAS, the City charges fees for various services, licenses, permits and registrations within the City; and,

WHEREAS, on October 8, 2018, the City Council of the City of Bloomington, McLean County, Illinois, adopted Ordinance No. 2018-89 "An Ordinance Adopting a Schedule of Fees for the City of Bloomington and Amending the City Code", thereafter amended by Ordinance No. 2018-94; and,

WHEREAS, certain additional changes are necessary to the Schedule of Fees as set forth in this Ordinance.

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. The City Council hereby adopts the following amendments to the Schedule of Fees.

ALCOHOLIC BEVERAGES (CHAPTER 6)

- A. Annual License Fee for Each Class of Licenses.
- |  |                   |
|--|-------------------|
| 1. For calendar years 2017 and 2018.       | (6.7B(a)(2))      |
| <u>(h) PBP Class License:</u>              | <u>\$1,000.00</u> |
| 2. For calendar years 2019 and 2020.       | (6.7B(a)(3))      |
| <u>(h) PBP Class License:</u>              | <u>\$1,100.00</u> |
| 3. For calendar years 2021 and thereafter. | (6.7B(a)(4))      |
| <u>(h) PBP Class License:</u>              | <u>\$1,200.00</u> |

AMUSEMENTS (CHAPTER 7)

- A. Mechanical Musical Devices
- |  |                 |
|--|-----------------|
| 1. Annual Operator's License Fee <del>—Enclosed Theatres</del> | \$210.00 (7-35) |
| 2. Annual License Fee for Each Machine                         | \$ 38.00 (7-36) |
- B. Automatic Amusement Devices
- |  |                 |
|--|-----------------|
| 1. Annual Operator's License Fee <del>—Enclosed Theatres</del> | \$525.00 (7-55) |
|--|-----------------|

2. Annual License Fee for Each Machine \$ 63.00 (7-56)

**TAXI CABS (40)**

D. Transportation Network Providers

- |  |                   |                                  |
|--|-------------------|----------------------------------|
| 1. License Application Fee               |                   | \$100.00 (40-1204(a))            |
| 2. Annual <del>Renewal</del> License Fee | <u>\$3,000.00</u> | <del>\$100.00</del> (40-1204(a)) |

**SECTION 2.** Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

**SECTION 3.** 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 4.** The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

**SECTION 5.** This ordinance shall be effective on November 1, 2018, after the date of its publication as required by law.

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

PASSED this \_\_\_\_\_ day of November 2018.

APPROVED this \_\_\_\_ day of November 2018.

**CITY OF BLOOMINGTON**

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

**ATTEST**

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