



CITY OF
BLOOMINGTON
COUNCIL MEETING
APRIL 22, 2019



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
Deputy City Manager - Billy Tyus

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

AGENDA



CITY COUNCIL MEETING AGENDA
CITY HALL COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 22, 2019, 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. Presentation of Bloomington Firefighters who have completed a one-year probation:
 - i. Brandon Vaughn
 - B. Proclamation honoring the Leadership, Dedication to Duty, and Ultimate Sacrifice of U.S. Army Ranger Sgt. Joshua Rogers and declaring April 27 "U.S. Army Ranger Sgt. Joshua P. Rodgers Day".
 - C. Proclamation declaring April 2019 "Parkinson's Awareness Month".
 - D. Proclamation declaring April 26, 2019 "Arbor Day".
 - E. Proclamation declaring April 16, 2019 "Education and Sharing Day USA" in honor of the Lubavitcher Rabbi Menachem Schneerson.
 - F. Recognition of Josh McClellan's Special Olympics World Games Victory.
 - G. Recognition of Wilson's Cycle's 50th Anniversary for April 2019.
 - H. Appointments approved by City Council at the April 8, 2019 meeting.
 - i. Appointment of Diana Hauman to the Regional Planning Commission.
6. Public Comment
7. Consent Agenda
 - A. Consideration of approving the Minutes of the April 8, 2019 Regular City Council Meeting, as requested by the City Clerk Department. (*Recommend the reading of minutes be dispensed and approved as printed.*)
 - B. Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$8,357,252.44, as requested by the Finance Department. (*Recommend the Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$8,357,252.44, and orders drawn on the Treasurer for the various amounts as funds are available.*)
 - C. Consideration of approving Reappointments and Appointments to Various Boards and Commissions, as requested by the Administration Department.

(Recommend Daniel Freburg, Adriane Powell, and Amanda Weissgerber be reappointed to the Citizens' Beautification Committee; Ronald Crick, Mark Halx, and Kellie Williams be reappointed to the Cultural Commission; Sherry Graehling be reappointed to the Historic Preservation Commission; Arthur Haynes be reappointed to the Housing Authority Board; Ky Ajayi and Suresh Krishna be reappointed to the Human Relations Commission; Alicia Henry, Van Miller, and Julian Westerhout be reappointed to the Library Board of Trustees; Justin Boyd and David Stanczak be reappointed to the Planning Commission; Mark Fetzter be reappointed to the Property Maintenance Review Board; Arthur Taylor and Jeffery Woodard be reappointed to the Public Safety and Community Relations Board; Cody Hendricks and Ken Ota be reappointed to the Bloomington-Normal Sister City Committee (Japan); Laura Tepen be appointed to the Bloomington Normal Sister City Committee (Japan); Michael Raikes be appointed to the Building Board of Appeals; and Adam Heenan be appointed to the Transportation Commission.)

- D. Consideration of the Purchase of one (1) 2019 Ford Transit van from Currie Motors of Frankfort, IL, using the Northwest Suburban Purchasing Cooperative (Contract #150, exp. 9/14/19), in the amount of \$58,387, as requested by the Police Department. *(Recommend the Purchase of the 2019 Transit Van be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- E. Consideration of the Purchase one (1) 2019 Chevrolet Colorado truck from National Auto Fleet Group, using Sourcewell (contract #120716-NAF, expires 1/17/21), in the amount of \$23,287.75, as requested by the Community Development Department. *(Recommend the Purchase of the 2019 Chevrolet Colorado truck be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- F. Consideration of funding Stabilization Installation Work for the Evergreen Lake Tributary 2 (T-2) Streambank Stabilization project through the Watershed Conservation Intergovernmental Agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District, in the amount of \$56,859, as requested by the Public Works Department. *(Recommend the proposed funding Stabilization Installation Work be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- G. Consideration of the Purchase one (1) 2019 Ford F-250 truck from Currie Motors of Frankfort, IL, using the Northwest Suburban Purchasing Contract (Contract #178, expires 7/17/19), in the amount of \$32,406, as requested by the Public Works Department. *(Recommend the Purchase of a 2019 Ford F-250 truck be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*
- H. Consideration of the Purchase one (1) 2019 Bobcat 5600 from Clark Equipment Company of West Fargo, ND, using the Sourcewell contract (Contract #042815-CEC, expires 5/19/20), in the amount of \$56,643.80, as requested by the Public Works Department. *(Recommend the Purchase of a 2019 Bobcat 5600 be*

approved, and the Procurement Manager be authorized to issue a Purchase Order.)

- I. Consideration of the Arthur J. Gallagher Proposal for Insurance Coverage and Insurance Broker Services, for the City's liability insurance, at a cost of \$827,400, for the period between from May 1, 2019 through April 30, 2020, as requested by the Human Resources Department. *(Recommend The Arthur J. Gallagher Proposal of Insurance, in the amount of \$827,400 for service from May 1, 2019 through April 30, 2020, be approved, the City Manager be authorized to execute any necessary documents, and the Purchasing Agent be authorized to issue a Purchase Order.)*
- J. Consideration of a three (3) year Agreement with Nugent Consulting Group (NCG) for Insurance and Consulting Services from May 1, 2019 through April 30, 2022, at an hourly rate of \$180.00, with a not to exceed cap of \$17,500, as requested by the Human Resources Department. *(Recommend the three (3) year Agreement with Nugent Consulting Group (NCG) for Insurance and Consulting Services, be approved contingent upon future budget appropriation, the City Manager be authorized to execute the Agreement, and Procurement be authorized to issue the Purchase Order.)*
- K. Consideration of a Contract with Henson Disposal, Inc., (RFP #2019-33), for the disposal of spoils, generated during excavations performed to repair and maintain City of Bloomington infrastructure, and waste collected from City of Bloomington street sweeping program, in the amount not to exceed \$605,000 (\$33.00 per ton), as requested by the Public Works Department. *(Recommend the Contract with Henson Disposal, Inc. be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)*
- L. Consideration of a Road Dedication Agreement with Chicago Title Company Land Trust No. 8002368759, dated July 23, 2015, an Illinois Land Trust (the Grantor), for right-of-way dedication, temporary easements, and relocation of the existing entrance, in conjunction with the GE Road and Keaton Place/Auto Row Drive Intersection Improvement project (MFT No. 13-00351-00-TL), in the amount of \$21,926 and with additional considerations, as requested by the Public Works Department. *(Recommend the Road Dedication Agreement be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*
- M. Consideration of a three-year (3) Contract with Gateway Fireworks Displays of St. Louis, Missouri for the purchase of fireworks displays for the annual 4th of July Celebration in Miller Park in 2019, 2020, and 2021, in the amount of \$30,000 per year, as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend the three-year (3) Contract with Gateway Fireworks Displays be approved, contingent on future budget appropriations, and the City Manager be authorized to execute the Contract, and Procurement authorized to issue a Purchase Order.)*
- N. Consideration of an Agreement with We Fix Sidewalks, LLC for the FY 2020 Sidewalk Vertical Displacement Repair Program (Bid # 2019-37), in the amount of \$10,254.53, as requested by the Public Works Department. *(Recommend The*

technicality in the bid packet be waived, the Agreement with We Fix Sidewalks, LLC, be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)

- O. Consideration of an Agreement with WAS CON CO, for the FY 2020 Sidewalk and Curb Ramp Replacement Program (Bid # 2019-36), in the amount of \$696,039.50, as requested by the Public Works Department. *(Recommend the Agreement with WAS CON CO be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and Procurement authorized to issue a Purchase Order.)*
- P. Consideration of an Agreement with George Gildner, Inc., for the FY 2020 Utility Maintenance Program (Bid # 2019-28), in the amount of \$851,000, as requested by the Public Works Department. *(Recommend the Agreement with George Gildner, Inc. be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and Procurement authorized to issue a Purchase Order.)*
- Q. Consideration of an Agreement with George Gildner, Inc., for the FY 2020 Grading & Seeding Program (Bid # 2019-31), in the amount of \$118,250, as requested by the Public Works Department. *(Recommend the Agreement with George Gildner, Inc. be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and Procurement authorized to issue a Purchase Order.)*
- R. Consideration of an Agreement with George Gildner, Inc., for the FY 2020 Emergency Utility Repair Program (Bid # 2019-29), in the amount of \$321,300, as requested by the Public Works Department. *(Recommend the Agreement with George Gildner, Inc. be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and Procurement authorized to issue a Purchase Order.)*
- S. Consideration of an Agreement with McLean County Asphalt, Inc. for the FY 2020 Street, Alley and Sidewalk Maintenance Program (Bid # 2019-32), in the amount of \$156,904, as requested by the Public Works Department. *(Recommend the Agreement with McLean County Asphalt, Inc. be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.)*
- T. Consideration of an Agreement with Rowe Construction, a Division of United Contractors Midwest, Inc. for the FY 2020 General Resurfacing Program (Bid # 2019-35), in the amount of \$4,209,653.97, as requested by the Public Works Department. *(Recommend the Agreement with Rowe Construction be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.)*
- U. Consideration of an Agreement with Bodine Electric of Decatur for the FY 2020 Traffic Signal Maintenance & Emergency Traffic Signal Repair Program (Bid # 2019-30), in the amount of \$89,255.55, as requested by the Public Works Department. *(Recommend The Agreement with Bodine Electric of Decatur be*

approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.)

- V. Consideration of a Grant Agreement between Miller Park Zoo and the Illinois Department of Natural Resources for Illinois Public Museum Capital Grant Program Award, in the amount of \$700,000, as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend the Grant Agreement be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)*
- W. Consideration of a Resolution designating select firms, through the Multi-Year Professional Architectural and Engineering Services Request for Qualifications (RFQ #2019-34), that are the most qualified to perform General Architectural and Engineering Services for a three-year period (with the option to requalify the firms for two additional, one-year periods), as requested by the Public Works, Facilities Management, and Parks, Recreation, and Cultural Arts Departments. *(Recommend the Resolution be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*
- X. Consideration of a Resolution Waiving the Technical Bidding Requirements and approving a Contract with Hanson Professional Services, Inc. for Dam Safety Compliance Design at Lake Bloomington (RFQ 2016-04), in the amount not to exceed \$508,800, as requested by the Public Works Department. *(Recommend the Resolution Waiving the Technical Bidding Requirements and Approving an Agreement with Hanson Professional Services be approved, the Mayor and Interim City Clerk be authorized to execute the Resolution, and the City Manager and Interim City Clerk be authorized to execute the Agreement.)*
- Y. Consideration of a Resolution Waiving the Technical Bidding Requirements and approving a Professional Services Agreement with Farnsworth Group, Inc. for Professional Engineering Services related to Pipeline Rd, Division E, Pressure Valve Control Stations Design (RFQ 2016-04), in the amount not to exceed \$273,262.10, as requested by the Public Works Department. *(Recommend the Resolution Waiving the Technical Bidding Requirements and approving an Agreement with Farnsworth Group, Inc. be approved, the Mayor and Interim City Clerk be authorized to execute the Resolution, and the City Manager and Interim City Clerk be authorized to execute the Agreement.)*
- Z. Consideration of an Ordinance amending Chapter 28, Section 93 of the Bloomington City Code to prohibit smoking at the Miller Park Zoo and City of Bloomington operated Swimming Pool facilities, as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the Ordinance.)*
- AA. Consideration of an Ordinance amending the Fiscal Year 2019 Budget in the amount of \$106,100 to use Fund Balance from the General Fund and approval of a Contract with Anderson Electric, Inc. for replacement of the Fire Alarm System in the Grossinger Motors Arena (RFP 2019-13) totaling \$331,100, as requested by the Facilities Management Department. *(Recommend (1) the*

Ordinance Amending the FY 2019 Budget and the Mayor and City Clerk authorized to execute the Ordinance, (2) the Contract with Anderson Electric, Inc. be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents, and Procurement authorized to issue a Purchase Order.)

- BB. Consideration of an Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code Prohibiting Possession of Open Alcohol in Public for the WGLT Outdoor Summer Concert on Saturday, June 8, from 3 P.M. to 10 P.M., as requested by the City Clerk Department. *(Recommend the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*
- CC. Consideration of an Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code Prohibiting Possession of Open Alcohol in Public for Tony's Tacos Downtown's Cinco de Mayo event on Saturday, May 4, 2019, from 1:00 P.M. to 9:45 P.M., as requested by the City Clerk Department. *(Recommend the Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)*
- DD. Consideration of a request by the Bloomington-Normal Jaycees, whose event will be held at Miller Park Zoo, located at 1020 S. Morris Ave., requesting a Class LB liquor license, which allows the sale of beer and wine by the glass for consumption on the premises on the date of the event, as requested by the City Clerk Department. *(Recommend the request by the Bloomington-Normal Jaycees be approved.)*

8. Public Hearing

- A. Public hearing for the 2019 Community Development Block Grant (CDBG) Action Plan and consideration of authorizing the submittal of the 2019 Action Plan to the U.S. Department of Housing and Urban Development, as requested by the Community Development Department. *(Recommend the Public Hearing is open to receive comments on the 2019 CDBG Action Plan to the U.S. Department of Housing and Urban Development.) (Presentation by Jennifer Toney, Grants Coordinator, 10 minutes.)*

9. Regular Agenda

- A. Consideration of a Resolution approving the submittal of the 2019 Community Development Block Grant (CDBG) Annual Action Plan to the U.S. Department of Housing and Urban Development, as requested by the Community Development Department. *(Recommend the Resolution be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager and City Council discussion, 5 minutes.)*
- B. Consideration and action on an Amendment to the Agreement for Professional Management Services with VenuWorks for the Management and Operation of the Grossinger Motors Arena, as requested by the Administration Department. *(Recommend the Amendment to Agreement for Professional Management Services be approved, and the Mayor and Interim City Clerk authorized to*

execute the Amendment.) (Brief overview by Tim Gleason, City Manager, 10 minutes; and City Council discussion, 10 minutes.)

- C. Consideration of a Resolution to approve acceptance and installation of a statute commemorating the history of aerial circus performers within the community, as requested by Administration. *(Recommend the Resolution Authorizing a Donor Agreement to accept and Install a Statute Commemorating the History of Aerial Circus Performers within the City of Bloomington, be approved and the Mayor and Interim City Clerk be authorized to execute the Resolution) (Brief overview by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*
- D. Consideration to approve the reorganization of the City Clerk Department to increase efficiencies via an Ordinance amending the City Code to update the list of City departments and modernize the duties and functions of the City Clerk department, as requested by the Administration Department. *(Recommend the Ordinance amending the City Code regarding duties and functions of the City Clerk Department be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*
- E. Consideration of the appointment of Leslie Yocum as City Clerk, as requested by the Administration Department. *(Recommend a motion be approved consenting to the appointment of Leslie Yocum as the City Clerk for the City.) (Brief overview by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*
- F. Ratification of Contract with AFSCME Local 699, as requested by the Human Resources, Public Works, and Parks, Recreation, and Cultural Arts Departments. *(Recommend the AFSCME Local 699 Contract be ratified.) (Brief overview by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*
- G. Consideration of an Ordinance creating a new Capital Improvement Fund, titled the Capital Improvement Asphalt & Concrete Fund, as requested by the Administration and Finance Departments. *(Recommend the Ordinance Establishing a Separate Fund within the City Budget to Track Revenues and Expenses Related to the Maintenance and Repair of City Streets and Sidewalks be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.) (Brief overview by Tim Gleason, City Manager, 5 minutes and City Council discussion, 5 minutes.)*

10. City Manager's Discussion

- A. Finance Director's Report

11. Mayor's Discussion

- A. Recognition of Outgoing Council Members

12. City Aldermen's Discussion

13. Executive Session - *Cite Section*

- A. Pending Litigation - Section 2(c)(11) of 5 ILCS 120

B. Review of Minutes - Section 2(c)(21) of 5 ILCS 120

14. Adjournment

15. Notes

RECOGNITIONS



Council Date: April 22, 2019

COUNCIL AGENDA ITEM NO. 5

Recognition/Appointments

- A. Presentation of Bloomington Firefighters who have completed a one-year probation:
 - i. Brandon Vaughn
- B. Proclamation honoring the Leadership, Dedication to Duty, and Ultimate Sacrifice of U.S. Army Ranger Sgt. Joshua Rogers and declaring April 27 "U.S. Army Ranger Sgt. Joshua P. Rodgers Day".
- C. Proclamation declaring April 2019 "Parkinson's Awareness Month".
- D. Proclamation declaring April 26, 2019 "Arbor Day".
- E. Proclamation declaring April 16, 2019 "Education and Sharing Day USA" in honor of the Lubavitcher Rabbi Menachem Schneerson.
- F. Recognition of Josh McClellan's Special Olympics World Games Victory.
- G. Recognition of Wilson's Cycle's 50th Anniversary for April 2019.
- H. Appointments approved by City Council at the April 8, 2019 meeting.
 - i. Appointment of Diana Hauman to the Regional Planning Commission.

PROCLAMATION

Honoring the Leadership, Dedication to Duty, and Ultimate Sacrifice of U.S. Army Ranger Sgt. Joshua P. Rodgers & Declaring April 27 "U.S. Army Ranger Sgt. Joshua P. Rodgers Day"

WHEREAS, Joshua Rodgers was born on August 22, 1994 in Bloomington to Kevin and Vonda Rodgers; and,

WHEREAS, following graduation from Normal Community High School in 2013 he enlisted in the U.S. Army and completed One Station Unit Training at Fort Benning as an infantryman; and,

WHEREAS, after completion of the Basic Airborne Course, Rodgers was assigned to the Ranger Assessment and Selection Program 1 at Fort Benning ; and,

WHEREAS, following graduation from RASP 1 he was assigned to 2nd Platoon, C Company, 3rd Battalion where he served as a machine gunner, light machine gunner, gun team leader, and Ranger fire team leader; and,

WHEREAS, Rodgers deployed three times to Afghanistan and earned the coveted Ranger Tab, the Parachutist Badge, and the Marksmanship Qualification Badge Expert-Rifle; and,

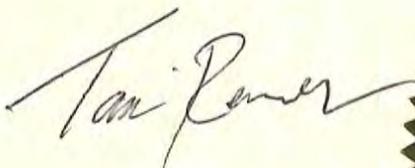
WHEREAS, he was also awarded the Army Achievement Medal, the Army Good Conduct Medal, National Defense Service Medal, Afghanistan Campaign Medal with two Campaign Stars, Global War on Terrorism Service Medal, Non-Commissioned Officer Professional Development Ribbon, Army Service Ribbon, and the NATO Medal; and,

WHEREAS, Rodgers was killed in action on April 27, 2017 in Nangarhar Province during a joint operation with Afghan forces; and,

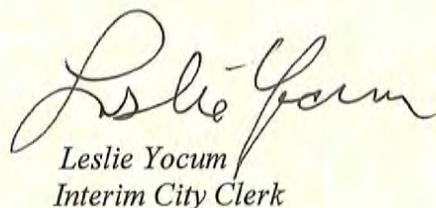
WHEREAS, posthumously, Rodgers received the Purple Heart and the Bronze Star Medal with Valor; and,

WHEREAS, Rodgers love of country, friends, family, and military as well as his purposeful life and generous spirit will not be forgotten; and,

NOW. THEREFORE, I, Tari Renner, Mayor of Bloomington, do hereby issue this proclamation honoring the leadership, dedication to duty, and ultimate sacrifice of U.S. Army Ranger Sgt. Joshua P. Rodgers and declaring April 27 "U.S. Army Ranger Sgt. Joshua P. Rodgers Day."



Tari Renner
Mayor



Leslie Yocum
Interim City Clerk

PROCLAMATION

Parkinson's Awareness Month

April 2019

WHEREAS, Parkinson's disease is a chronic, progressive, neurological disease and is the second most common neurodegenerative disease in the United States; and,

WHEREAS, Parkinson's disease is estimated to affect approximately one million people in the United States and the prevalence will more than double by 2040; and,

WHEREAS, Parkinson's disease is the 14th leading cause of death in the United States according to the Centers for Disease Control and Prevention; and,

WHEREAS, it is estimated that the economic burden of Parkinson's disease is at least \$14.4 billion annually, including indirect costs to patients and family members of \$6.3 billion; and,

WHEREAS, research suggests the cause of Parkinson's disease is a combination of genetic and environmental factors, but the exact cause and progression of the disease is still unknown; and,

WHEREAS, there is no objective test or biomarker for Parkinson's disease, and there is no cure or drug to slow or halt the progression of the disease; and,

WHEREAS, the symptoms of Parkinson's disease vary from person to person and can include tremors; slowness of movement and rigidity; difficulty with balance, swallowing, chewing, and speaking; cognitive impairment and dementia; mood disorders; and a variety of other non-motor symptoms; and,

WHEREAS, volunteers, researchers, caregivers, and medical professionals are working to improve the quality of life of persons living with Parkinson's disease and their families; and,

WHEREAS, increased research, education, and community support services such as those provided by the Parkinson's Foundation and other organizations are needed to find more effective treatments and to provide access to quality care to those living with the disease today; and

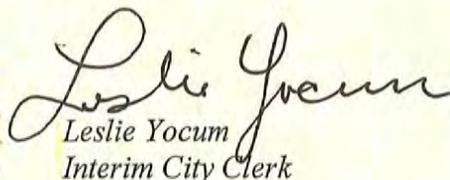
NOW, THEREFORE, I, Tari Renner, Mayor of Bloomington, IL, do hereby proclaim the month of April in twenty-nineteen as

PARKINSON'S AWARENESS MONTH

Given under my hand in these free United States in the City of Bloomington, IL, and to which I have caused the Seal of the City of Bloomington, IL to be affixed and have made this proclamation public.



Tari Renner
Mayor



Leslie Yocum
Interim City Clerk

PROCLAMATION

April 26, 2019
Arbor Day

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

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

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

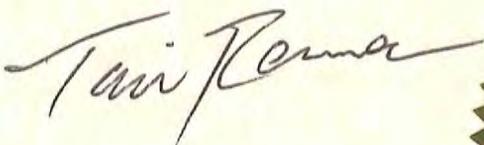
WHEREAS trees in our City increase property values, enhance the economic vitality of business areas, beautify our community, and are a source of joy and spiritual renewal; and,

WHEREAS, Bloomington has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree planting ways,

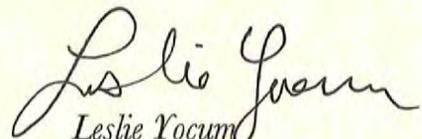
NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, do hereby proclaim April 26, 2019 as

ARBOR DAY

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the wellbeing of present and future generations.



Tari Renner
Mayor



Leslie Yocum
Interim City Clerk

PROCLAMATION

Education and Sharing Day USA In Honor of the Lubavitcher Rebbe Rabbi Menachem Schneerson April 16, 2019

WHEREAS, excellence in education is vital to the success of our nation and our city, and in Bloomington we seek the betterment of our citizens, and look to instill each child and adolescent with a good education; and,

WHEREAS, by preparing our students for the responsibilities and opportunities of the future, education develops the intellect through lessons in literacy, math, and science; and,

WHEREAS, one shining example for all people of what education ought to be was provided by the Rebbe, Rabbi Menachem Schneerson, a global spiritual leader who dedicated his life to the betterment of mankind. A tireless advocate for youth around the world, the Rebbe emphasized the importance of education and good character, and instilled the hope for a brighter future into the lives of countless people in America and across the globe; and,

WHEREAS, the Rebbe taught that education, in general, should not be limited to the acquisition of knowledge and preparation for a career, nor should its sole focus be on making a better living; and,

WHEREAS the educational system must also focus on building character by emphasizing the cultivation of universal moral and ethical values that have been the bedrock of society from the dawn of civilization, including the values known as the Seven Noahide Laws, which have often been cited as a guarantee of fundamental human rights; and,

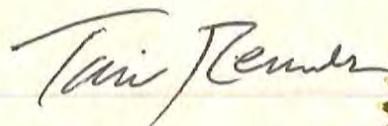
WHEREAS, in recognition of the Rebbe's outstanding and lasting contributions toward improvements in world education, morality, and acts of charity, he has been awarded the Congressional Gold Medal, and the United States Congress has established his birth date as a national day to raise awareness and strength the education of our children; and,

WHEREAS, the President of the United States has paid recognition to the Rebbe's vision each year on that day by proclaiming it "Education and Sharing Day USA;" and,

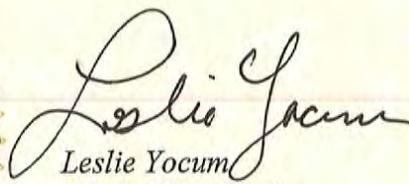
WHEREAS, the character of our young people is strengthened by serving a cause greater than self and by the anchor of virtues, including courage and compassion. By instilling a spirit of service in our children, we create a more optimistic future for them and our State; and,

Now, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, proclaim Tuesday, April 16, 2019, as: EDUCATION AND SHARING DAY, Bloomington IL, and call upon government officials, educators, volunteers, and citizens to reach out to young people and work to create a better, brighter, and more hopeful future for all.

IN WITNESS, WHEREOF, I have here unto set my hand and caused the Seal of the City of Bloomington to be affixed this 16th day of April in the year two thousand and nineteen.



Tari Renner
Mayor



Leslie Yocum
Interim City Clerk

RECOGNITION

Josh McClellan's Special Olympics World Games Victory

WHEREAS, Josh McClellan participates in the Special Opportunities Available in Recreation (S.O.A.R.) and Special Olympics programs; and,

WHEREAS, Mr. McClellan was one of seven athletes representing Illinois as part of the Special Olympics USA delegation and traveled with 300 athletes, partners, and coaches to Dubai and Abu Dhabi for the Special Olympics World Games; and,

WHEREAS, 7,000 athletes from 170 countries competed in 18 sports; and,

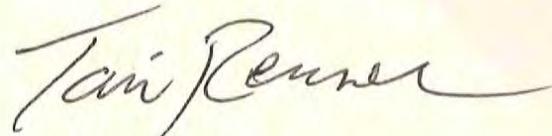
WHEREAS, Mr. McClellan competed in Singles Tennis against Australia and Germany and won a gold medal; and,

WHEREAS, he also competed in Unified Doubles Tennis with Bloomington resident Greg Hayward as his partner against Italy and Germany and won a bronze medal; and,

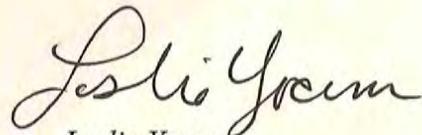
WHEREAS, Mr. McClellan's ability, dedication, and teamwork are shining examples for the Bloomington community and beyond; and,

NOW, THEREFORE, I, Tari Renner, Mayor of Bloomington, IL, recognize Josh McClellan for his outstanding Special Olympics World Games victory.

Given under my hand in these free United States in the City of Bloomington, IL, and to which I have caused the Seal of the City of Bloomington, IL to be affixed and have made this recognition public.



Tari Renner
Mayor



Leslie Yocum
Interim City Clerk



RECOGNITION

Wilson's Cycle's 50th Anniversary

April 2019

WHEREAS, Jack and Mary Wilson opened Wilson's Cycle in Mackinaw, IL in 1969; and,

WHEREAS, a few weeks later, a fire destroyed the building and left Jack and Mary with the costly and emotional decision of whether to rebuild or not; and,

WHEREAS, 45 years and four relocations later, Wilson's Cycle is located on Main Street in Downtown Bloomington and is bigger and better than ever; and,

WHEREAS, the store boasts over 8,000 square feet and one of the largest selections of bicycles and accessories in the area; and,

WHEREAS, Jack's passion for bicycles trickled down to his son, Michael, making Wilson's Cycle a true family business; and,

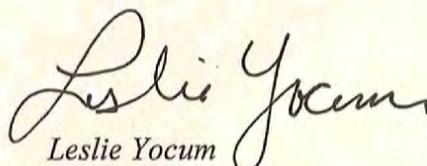
WHEREAS, Wilson's Cycle is committed, first and foremost, to customer satisfaction, and to finding the right bicycle for every customer's lifestyle and budget; and,

NOW, THEREFORE, I, Tari Renner, Mayor of Bloomington, IL, recognize Wilson's Cycle's 50th anniversary and the hard work and dedication of the Wilson Family.

Given under my hand in these free United States in the City of Bloomington, IL, and to which I have caused the Seal of the City of Bloomington, IL to be affixed and have made this recognition public.



Tari Renner
Mayor



Leslie Yocum
Interim City Clerk



Appointments

DIANA HAUMAN: *Regional Planning Commission*



CONSENT AGENDA



CONSENT AGENDA ITEM NO: 7A

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of approving the Minutes of the April 8, 2019 Regular City Council Meeting, as requested by the City Clerk Department.

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 thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later.

In accordance with the Open Meetings Act, Council Proceedings are 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

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared by:

Recommended by:

A handwritten signature in black ink, appearing to read "Tim Gleason".

Tim Gleason,
City Manager

Attachments:

- CLK - MINUTES APRIL 8, 2019 REGULAR CITY COUNCIL MEETING



MEETING MINUTES
PUBLISHED BY THE AUTHORITY OF THE CITY COUNCIL OF BLOOMINGTON, ILLINOIS
MONDAY, APRIL 8, 6:00 PM

The Council convened in Regular Session in the Council Chambers, City Hall Building, at 6:01 PM, Monday, April 8, 2019.

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, Joni Painter, Karen Schmidt, Scott Black, Diana Hauman, Kim Bray, and Mayor Tari Renner.

Staff Present: Tim Gleason, City Manager; Billy Tyus, Deputy City Manager; Jeffrey Jurgens, Corporation Counsel; Bob Mahrt, Community Development Director; Scott Rathbun, Finance Director; Scott Sprouls, Information Services Director; and other City staff were present.

Recognition/Appointments

A. Presentation of Bloomington Firefighters who have completed a one-year probation:

i. Brandon Vaughn

Fire Chief Brandon Mohr and many other Bloomington Fire Fighters came forward. Chief Mohr notified Council that Mr. Vaughn was not present to be sworn in as he was away on military drill. Chief Mohr asked Interim City Clerk, Leslie Yocum, to plan to have him sworn in at the Council meeting on April 22, 2019.

ii. Luke Pool

iii. Joseph Wilkinson

Chief Mohr introduced and welcomed Fire Fighters Pool and Wilkinson to the Bloomington Fire Department. City Clerk Leslie Yocum, came forward and swore Fire Fighters Pool and Wilkinson in as Fire Fighters for the Bloomington Fire Department.

B. Proclamation declaring May 18, 2019 "Kids to Parks Day in the City of Bloomington, IL".

Eric Veal, Assistant Parks, Recreation, and Cultural Arts Director and other guests came forward to accept the proclamation.

C. Proclamation declaring April 7-13, 2019 "National Library Week".

Library Director Jeanne Hamilton and Library Board Chairman Julian Westerhout came forward to accept the proclamation.

Public Comment

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

Scott Stimeling	Donna Boelen
Dale Naffziger	

Consent Agenda

Items listed on the Consent Agenda are approved with one motion; Items pulled by Council from the Consent Agenda for discussion are listed separately.

Alderman Painter made a motion, seconded by Alderman Hauman, that the Consent Agenda, including all the items listed below, be approved as presented with the exception of Item 7C and Item 7L

Item 7A. Consideration of approving the Minutes of the March 25, 2019 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommend the reading of minutes be dispensed and approved as printed.)*

Item 7B. Consideration of approving Bills, Payroll, and Electronic Transfers Purchases in the amount of \$4,225,004.63, as requested by the Finance Department. *(Recommend the Bills, Payroll, and Electronic Transfers be allowed in the amount of \$4,225,004.63, and orders drawn on the Treasurer for the various amounts as funds are available.)*

Item 7C was pulled from the Consent Agenda by Alderman Hauman so she could recuse herself.

Item 7D. Consideration of a Purchase of one (1) Pierce Velocity 107' Ascendant-Tandem Axle Aerial apparatus from Global Emergency Products, for a total amount of \$1,047,215, as requested by the Fire Department. *(Recommend the Purchase be approved, and the Procurement Manager be authorized to issue a Purchase Order and Pre-Payment.)*

Item 7E. Consideration of the Purchase of one (1) John Deere ProGator 2020A GPS Sprayer for the three City Golf Courses, for a total amount of \$82,608.20, from the Sourcewell Cooperative Purchasing Agreement (expiration - 8/18/21), as requested by the Parks, Recreation, and Cultural Arts Department. *(Recommend the Purchase be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

Item 7F. Consideration of the Purchase one (1) 2019 Dodge Grand Caravan Van from National Auto Fleet Group, using Sourcewell, in the amount of \$29,148.30, as requested by the Park, Recreation, and Cultural Arts Department. *(Recommend the Purchase of the 2019 Dodge Grand Caravan Van be approved, and the Procurement Manager be authorized to issue a Purchase Order.)*

Item 7G. Consideration of an Agreement with Midco Systems, Inc. to replace the Building Access Control System currently in place within the Police Department, in the amount of \$186,233.26, through RFP #2019-26, as requested by the Information Services and Police Departments. *(Recommend the Agreement with Midco Systems, Inc. be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)*

Item 7H. Consideration of waiving the technicality in the RFP Packet to approve a three (3) year Contract with PMA Companies for Contractual Third-Party Administration & Risk Services for Workers' Compensation, Property, Auto, General Liability and Professional (RFP# 2019-25), in an amount not to exceed \$149,000 per year, as requested by the Human Resources Department. *(Recommend the technicality in the RFP Packet be waived, the three-year Contract with PMA Companies be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)*

Item 7I. Consideration of a Contract with Diamond Vogel Paint, for a one (1) year term beginning May 1, 2019 and ending April 30, 2020, for traffic line paint and beads (Bid #2019-22), in the amount of \$94,325, as requested by the Public Works Department. *(Recommend the Contract with Diamond Vogel Paint, as the lowest responsive bidder, be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.)*

Item 7J. Consideration of a Contract with Site Med to provide OSHA required Medical Surveillance and a physical evaluation in compliance with NFPA 1582, in the amount to not exceed \$60,000 annually, as requested by the Human Resources and Fire Departments. *(Recommend the Contract be approved, and the City Manager be authorized to execute the necessary documents.)*

Item 7K. Consideration of (a) an Ordinance approving a budget amendment to reallocate the remaining FY 2019 Harriet Fuller Rust Grant Funds to the Capital Improvement Fund, and (b) a Resolution authorizing a Change Order in the amount of \$25,000 to the FY 2019 Streets, Alley, and Sidewalk Maintenance Contract awarded to McLean County Asphalt, to facilitate brick & restoration work on various City brick streets, and other restoration work, as requested by the Community Development and Public Works Departments. *(Recommend (1) the Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2019, be approved and the Mayor and Interim City Clerk be authorized to execute the Ordinance; and (2) the Resolution Authorizing a Change Order in the Amount of Approximately \$25,000 to the FY 2019 Street, Alley and Sidewalk Maintenance Contract Awarded to McLean County Asphalt, be approved, and the Mayor and Interim City Clerk be authorized to execute the Resolution.)* Resulting in the approval of ORDINANCE NO. 2019 - 22.

Item 7L was pulled from the Consent Agenda by Alderman Bray.

Item 7M. Consideration of a Resolution Waiving the Technical Bidding Requirements and approving the purchase of two (2) Variable Frequency Drives and two (2) 400-amp Breakers, to upgrade pumping processes at the Fort Jesse "A" Pump Station, in the amount of \$61,300, as requested by the Public Works Department. *(Recommend the Resolution Waiving the Technical Bidding Requirements and approving the Purchase of Square D Equipment for Springfield Electric Company be approved, the Mayor and Interim City Clerk be authorized to execute the Resolution.)* Resulting in the approval of RESOLUTION NO. 2019 - 16.

Item 7N. Consideration of the application of All-In Hospitality Group, LLC d/b/a Ancho & Agave, requesting a Class RAS (Restaurant/All Types/Sunday Sales) liquor license, 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 Department. *(Recommend the application of All-In Hospitality Group, LLC d/b/a Ancho & Agave be approved, and the license be issued.)*

Item 70. Consideration of a Change of Ownership application for Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery, located at 16 Currency Drive Bloomington, currently holding a Class TBPS (Tavern/Beer and Wine/Package Sales/Sunday Sales) liquor license, as requested by the City Clerk Department. *(Recommend the Change of Ownership for Lil Beaver Brewery, LLC d/b/a Lil Beaver Brewery be approved.)*

Item 7P. Consideration of the requests by Keg Grove Brewing Company, LLC d/b/a Keg Grove Brewing Company, located at 712 East Empire Street, to change conditions on its license: (a) to allow an Outdoor Service or Consumption Area, to be located between the establishment and the Prenzler building to the South, subject to the following conditions: (1) no live music or performances outside and (2) hours of operation to be Sunday through Thursday, 9 A.M. to 9 P.M. and Friday and Saturday, 9 A.M. to 10 P.M. and (b) to allow for extended hours of alcohol service, from 9 A.M. - midnight, 7 days a week, as requested by the City Clerk Department. *(Recommend the Change in Conditions requested by Keg Grove Brewing Company, LLC d/b/a Keg Grove Brewing Company be approved.)*

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

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

Nays: None.

Motion carried.

The following item was pulled from the Consent Agenda by Alderman Hauman.

Item 7C. Consideration of approving an appointment to the Regional Planning Commission, as requested by the Administration Department. *(Recommend Diana Hauman be appointed to the Regional Planning Commission.)*

Alderman Black made a motion, seconded by Alderman Bray, that Consent Agenda Item 7C be approved as presented.

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

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

Nays: None.

Recused: Alderman Hauman (6:23 PM)

Motion carried.

The following item was pulled from the Consent Agenda by Alderman Bray.

Item 7L. Consideration of a Resolution approving the First Amended Rules of the Public Safety & Community Relations Board, as requested by the Police and Legal Departments. *(Recommend the Resolution be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.)* Resulting in the approval of RESOLUTION NO. 2019 - 15.

Alderman Bray thanked the members who serve on the Public Safety & Community Relations Board (PSCRB) and asked a few clarifying questions regarding the amended rules. Nora Dukowitz, PSCRB staff liaison, responded accordingly.

Alderman Bray made a motion, seconded by Alderman Painter, that Consent Agenda Item 7L be approved as presented.

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

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

Nays: None.

Motion carried.

Regular Agenda

The following was presented:

Item 8A. Consideration of Adoption of the FY 2020 Budget and Appropriation Ordinance. Public Safety & Community Relations Board. Resulting in the approval of ORDINANCE NO. 2019 - 23.

City Manager Tim Gleason commented on the budget and turned the floor over to Finance Director Scott Rathbun.

Mr. Rathbun came forward to address Council. He walked through budget highlights and changes between the proposed budget and the adopted budget presented. He broke out detail of material changes and provided additional explanations.

Mr. Gleason spoke on incoming funding through Local Motor Fuel tax and Mr. Rathbun ended with a summary of projects and budgets.

Alderman Black expressed support for the improvements made to the budget process and complimented Mr. Rathbun. He expressed interest in looking at a reserve policy and recommended budget planning in the fall prior to approval in the spring. He also asked that Council be provided a menu of project opportunities prior to projects being approved.

Alderman Mathy discussed the need to have open Council conversations about pensions.

Alderman Sage thanked City Manager Gleason, Mr. Rathbun, and the Finance Budget team for their work this year.

Alderman Mwilambwe thanked staff for all their hard work and complimented the process this year. He mentioned the need to have a staff member focused on budget history so that they may educate future Councils on why historical decisions were made.

Alderman Hauman made a motion, seconded by Alderman Black, that the City of Bloomington Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2019 and Ending April 30, 2020 be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

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

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

Nays: None.

Motion carried.

Item 8B. Ratification of Contract with IATSE Local 193, as requested by the Human Resources and Parks, Recreation, and Cultural Arts Departments.

City Manager Gleason touched on the importance of IATSE and complimented staff for their work. He discussed pay raises over the next three (3) years.

Alderman Schmidt made a motion, seconded by Alderman Hauman, that the IATSE Contract be ratified.

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

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

Nays: None.

Motion carried.

Item 8C. Consideration of an Ordinance Establishing a Separate Fund within the City Budget to Track Revenues and Expenses Related to the Maintenance and Repair of City Streets and Sidewalks, titled the Capital Improvement Asphalt & Concrete Fund, as requested by the Finance and Administration Departments. ORDINANCE NO. 2019 - 24 did not pass, as it was tabled for a future meeting.

City Manager Gleason recognized Council's desire to provide additional transparency. He stressed that the changes were not made because of issues with security or wrongful

spending. He emphasized that the changes presented were the result of Council and the public's request for additional transparency.

Alderman Hauman questioned how street lights and other improvements associated to roads are funded. Mr. Gleason responded that they are paid out of the general fund.

Alderman Schmidt asked whether potholes would be covered by Local Motor Fuel Tax. Public Works Director Jim Karch came forward to address Council. He clarified that the temporary filling of pot holes comes out of the general fund, whereas Local Motor Fuel Tax funded the physical cut out and replacement of asphalt necessary for permanent repair of pot holes.

Alderman Bray discussed the various draft alternates on the floor.

Alderman Bray made a motion to adopt the Bray Draft Alternate as presented. No request for a second was made as Council discussion continued.

Alderman Sage proposed combining the Staff Draft Alternate and the Bray Draft Alternate.

Corporation Counsel Jeffery Jurgens came forward to assist Council in creating a Draft Alternate that fit both Alderman Bray and Alderman Sage's suggestions.

Alderman Black suggested that the item be tabled and brought back at the next meeting.

Alderman Buragas expressed interest in tabling the item and requested that Council also make a conscious decision to openly discuss the reasoning behind the language proposed.

Alderman Mwilambwe asked for additional information on the new website www.BloomingtonStreets.com, how it would work, and any future plans for pavement preservation.

Deputy City Manager Billy Tyus came forward to address Council. He talked about plans for the website such as posting project updates and then discussed how the website would be used as a communication tool with the public.

Mr. Karch discussed pavement preservation.

Alderman Sage discussed his concerns about the language included in the resolution and the importance of continuing to use the words "Concrete and Asphalt" and "Streets and Sidewalks."

Alderman Black expressed interest in tabling the item. He discussed the need to define "Concrete and Asphalt" and additional options.

Alderman Black made a motion to table the item to allow for edits in consideration of aldermanic requests. No request for a second was made as Council discussion continued.

Alderman Bray called Point of Order to address a previously made motion.

Alderman Bray made a motion, seconded by Alderman Mwilambwe, to pass the Bray Draft Alternate as presented.

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

Ayes: Aldermen Mwilambwe, Schmidt, and Bray.

Nays: Aldermen Mathy, Sage, Buragas, Painter, Black, and Hauman.

Motion failed.

Alderman Buragas expressed concerns that the terms “Concrete and Asphalt” were unnecessarily limiting Council’s ability to address projects. She did not support artificially narrowing Council’s future actions.

Alderman Black made a motion, seconded by Alderman Hauman, to table the item. No vote was taken as Council discussion continued.

Alderman Painter expressed interest in moving the item along and supported Alderman Sage’s version of the combined draft.

Alderman Sage asked Mr. Gleason if he had questions regarding Council’s desire to table and bring this back. Mr. Gleason assured Council that he would work through the recording of the meeting and staff notes to ensure the item was perfected prior to bringing back.

Alderman Black made a motion, seconded by Alderman Hauman, to table the item to the April 22, 2019 City Council meeting and to have staff produce an alternative option based on Council discussion.

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

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

Nays: None.

Motion carried.

Item 8D. Consideration of a Resolution authorizing a bid waiver and approving a Contract with Houseal Lavigne & Associates, in an amount not to exceed \$35,000, for Professional Consulting Services to perform an additional analysis of the R-3B Zoning District, as requested by the Community Development Department. Public Safety & Community Relations Board. Resulting in the approval of RESOLUTION NO. 2019 - 17.

City Manager Gleason discussed why the item was being presented.

Alderman Schmidt expressed concerns.

Community Development Director Bob Mahrt came forward to address Council. He talked about plans for involvement of the Preservation Commission.

Alderman Black made a motion, seconded by Alderman Mathy, that the Resolution be approved, the Mayor and Interim City Clerk be authorized to execute the Resolution, and the City Manager authorized to sign the Contract and scope of work.

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

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

Nays: None.

Motion carried.

City Manager's Discussion

Mr. Gleason thanked Scott Rathbun, Patti-Lynn Silva, and Chris Tomerlin for their efforts in achieving the budget.

Mr. Gleason went on to thank Chief Wheeler for his service and discussed Chief Wheeler's retirement.

Chief Wheeler came forward to address Council. He expressed appreciation for Council and citizens alike. He discussed a few projects close to his heart and plead with the public to curb violence and come forward with information regarding the two (2) unsolved murders being worked on by his department. He complimented the Bloomington Police Department and his staff.

Mr. Gleason talked about plans for recruitment of a new Police Chief and discussed plans for a national recruitment campaign ran through internal management.

Mayor's Discussion

Mayor Renner mentioned that the Mayor's Open House on April 19, 2019 would be cancelled due to Good Friday.

City Aldermen's Discussion

Alderman Mathy complimented Keg Grove Brewery.

Aldermen Black and Bray said they will be traveling next week and will be calling into the Committee of the Whole meeting on April 15, 2019. Corporation Council Jeffrey Jurgens stated that he will verify approval of their participation via phone.

Executive Session

Adjournment

Alderman Mwilambwe made a motion, seconded by Alderman Hauman, that the meeting be adjourned.

Motion carried unanimously (viva voce).

The meeting adjourned at 7:40 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



CONSENT AGENDA ITEM: 7B

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Finance

SUBJECT: Consideration of approving Bills, Payroll, Electronic Transfers, and Procurement Card Purchases in the amount of \$8,357,252.44, as requested by the Finance Department.

RECOMMENDATION/MOTION: The Bills, Payroll, Electronic Transfers, and Procurement Card Purchases be allowed in the amount of \$8,357,252.44, 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: Bills, Payroll, Electronic Transfers, and Procurement Card Purchases on file in the City Clerk's Department, available at www.cityblm.org.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$8,357,252.44 (Payroll total \$2,395,103.87, Accounts Payable total \$2,598,553.02, Electronic Transfers total \$3,246,457.56, and Procurement Card Purchases total \$117,137.99).

COMMUNITY DEVELOPMENT IMPACT: N/A

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

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 "Tim Gleason".

Tim Gleason
City Manager



CONSENT AGENDA ITEM NO. 7C

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of approving Reappointments and Appointments to Various Boards and Commissions, as requested by the Administration Department.

RECOMMENDATION/MOTION: Daniel Freburg, Adriane Powell, and Amanda Weissgerber be reappointed to the Citizens' Beautification Committee; Ronald Crick, Mark Halx, and Kellie Williams be reappointed to the Cultural Commission; Sherry Graehling be reappointed to the Historic Preservation Commission; Arthur Haynes be reappointed to the Housing Authority Board; Ky Ajayi and Suresh Krishna be reappointed to the Human Relations Commission; Alicia Henry, Van Miller, and Julian Westerhout be reappointed to the Library Board of Trustees; Justin Boyd and David Stanczak be reappointed to the Planning Commission; Mark Fetzer be reappointed to the Property Maintenance Review Board; Arthur Taylor and Jeffery Woodard be reappointed to the Public Safety and Community Relations Board; Cody Hendricks and Ken Ota be reappointed to the Bloomington-Normal Sister City Committee (Japan); Laura Tepen be appointed to the Bloomington-Normal Sister City Committee (Japan); Michael Raikes be appointed to the Building Board of Appeals; and Adam Heenan be appointed to the Transportation Commission.

STRATEGIC PLAN LINK: Goal 4. Strong Neighborhoods.

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

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

Citizens' Beautification Committee: Daniel Freburg to the Citizens' Beautification Committee. Daniel served the remaining one year of previous member Elizabeth Kooba's term and is being reappointed to an additional three-year term. His second term will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Adriane Powell to the Citizens' Beautification Committee. Adriane served the remaining one year of previous member Tamika Matthews' term and is being reappointed to an additional three-year term. Her second term will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Amanda Weissgerber to the Citizens' Beautification Committee. Amanda completed her first three-year term and is being reappointed to an additional three-year term. Her second term will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Cultural Commission: Ronald Crick to the Cultural Commission. Ronald served the remaining two years of previous member Mike Kerber's term and is being reappointed to an additional three-year term. His second term will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Mark Halx to the Cultural Commission. Mark was appointed 9-10-18 to complete the term of previous member Nikita Richards whose term expires 4-30-19. He is being reappointed to a second three-year term which will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Kellie Williams to the Cultural Commission. Kellie completed her first three-year term and is being reappointed to an additional three-year term. Her second term will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Historic Preservation Commission: Sherry Graehling to the Historic Preservation Commission. Sherry was initially appointed to a four-year term in 2012 and has completed her second term (2016-2019). She is being reappointed to an additional three-year term. This will be Sherry's final term which will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Housing Authority Board: Arthur Haynes to the Housing Authority Board. Arthur was appointed 5-26-15 to fill a vacancy on the board with a term expiration of 4-30-19. He is being reappointed to five-year term which will be effective 5-1-19 and will expire 4-30-24. Application is on file in the Administration Office.

Human Relations Commission: Ky Ajayi to the Human Relations Commission. Ky was appointed 3-12-19 to complete the term previously held by Janet Lancaster whose term will expire 4-30-19. He is being reappointed to a three-year term which will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Suresh Krishna to the Human Relations Commission. Suresh has completed his second term (2016-2019) and is being reappointed to an additional three-year term. This will be Suresh's final term which will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Library Board of Trustees: Alicia Henry to the Library Board of Trustees. Alicia has completed her first three-year term (2016-2019) and is being reappointed to a second three-year term. Her term will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Van Miller to the Library Board of Trustees. Van was appointed in 2015 to complete the final year of a vacancy on the board with a term expiration of 2016 at which time he was reappointed to a three-year term which expires 4-30-19. He is being reappointed to a second three-year term which will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Julian Westerhout to the Library Board of Trustees. Julian was appointed in 2015 to complete the final year of a vacancy on the board with a term expiration of 2016 at which time he was reappointed to a three-year term which expires 4-30-19. He is being reappointed to a second

three-year term which will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Planning Commission: Justin Boyd to the Planning Commission. Justin has completed his first three-year term (2016-2019) and is being reappointed to a second three-year term. His term will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

David Stanczak to the Planning Commission. David was initially appointed to a four-year term in 2012 and completed his second term (2016-2019). He is being reappointed to an additional three-year term. This will be David's final term which will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Public Safety and Community Relations Board: Arthur Taylor to the Public Safety and Community Relations Board. Arthur was initially appointed to a two-year term in 2017 which will expire 4-30-19. He is being reappointed to a full three-year term which will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Jeffery Woodard to the Public Safety and Community Relations Board. Jeffery was initially appointed to a two-year term in 2017 which will expire 4-30-19. He is being reappointed to a full three-year term which will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Sister City Committee (Japan): Cody Hendricks to the Sister City Committee (Japan). Cody was appointed in 8-13-18 to complete the term of previous member Teodora Amoloza whose term expires 4-30-19. He is being reappointed to a three-year term which will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

Ken Ota to the Sister City Committee (Japan). Ken has completed his first term (2016-2019) and is being reappointed to a second three-year term. His term will be effective 5-1-19 and will expire 4-30-22. Application is on file in the Administration Office.

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

Bloomington-Normal Sister City Committee (Japan): Laura Tepen to the Bloomington-Normal Sister City Committee (Japan). She will be completing the term previously held by Robert Harrison who resigned in 2018. Laura's term will be effective immediately and will expire 4-30-20 at which time she will be eligible to reapply. Application is on file in the Admin Office.

Building Board of Appeals: Michael Raikes to the Building Board of Appeals. He will be filling the Electrical position on the Board which has been vacant since 4-30-17. Michael's term will be effective immediately and will expire 4-30-20, which reflects the original three-year term length, at which time he will be eligible to reapply. Application is on file in the Admin Office.

Property Maintenance Review Board: Nicholas Flores to the Property Maintenance Review Board. He will be filling the tenant position on the Board which has been vacant since 4-30-17. Nicholas' term will be effective immediately and will expire 4-30-20, which reflects the

original three-year term length, at which time he will be eligible to reapply. Application is on file in the Admin Office.

Transportation Commission: Adam Heenan to the Transportation Commission. He will be completing the term previously held by Kelly Rumley who resigned in 2018. Adam's term will be effective immediately and will expire 4-30-20 at which time he will be eligible to reapply. Application is on file in the Admin Office.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

M. Beth Oakley, Executive Assistant

Recommended by:



Tim Gleason
City Manager

Attachments:

- ADMIN 1B ROSTER BOARD AND COMMISSION 042219

Building Board of Appeals

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	Plumbing	Jeffrey	Brown	04/30/20	2013	3/13/2017	NA								
x	Plumbing	Jerry	Kelleher	04/30/20	2017	6/26/2017	4								
x	HVAC	Mark	Holderby	04/30/20	2017	6/26/2017	1								
x	CHAIR - Construction (Engineer)	John	Meek	04/30/20	2013	3/13/2017	9								
x	At-Large	Michael	Gilmore	04/30/20	2017	3/13/2017	8								
x	HVAC	Barbara	Page	04/30/20	2013	3/13/2017	8								
x	Electrical	Michael	Raikes	04/30/17	2013	10/14/2013	4								
x	Construction (Design Pro)	Larry	Stevig	04/30/20	2013	3/27/2017	9								
x	Electrical	John	Weber	04/30/20	2013	8/28/2017	8								
	Staff	Bob	Mahrt					bmahrt@cityblm.org	115 E Washington	Bloomington	61701		434-2446		
	Staff	Mark	Huber					mhuber@cityblm.org	115 E Washington	Bloomington	61701		434-2446		
	Staff	Robert	Coombs					rcoombs@cityblm.org	115 E Washington	Bloomington	61701		434-2447		

Details: web updated

Term: 3 years (4 years prior to 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 9 members

Number of members the Mayor appoints: 9

Type: Internal

City Code: Chapter 10, Section 23

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: Bi-annually on 1st Tuesday of the month and as needed, 1:30 p.m., meeting notice will be given 48+ hours in advance - Blm City Hall Council Chambers

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 0

Number of Expired Board Members Eligible for Reappointment: 0

Appointment/Reappointment Notes: Raikes to fill 2017 electrical vacancy

Citizens Beautification Committee

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x		Sara	Crowley	04/30/21	2018	05/14/18	3								
x	Chair	Robin	VanDermay	04/30/20	2014	03/27/17	3								
x	resigned Dec 2018	Patricia	Marion	04/30/20	2014	03/27/17	4								
x	resigned 2/21/19	Holly	Sellers	04/30/19	2018	02/12/18	5								
x		Daniel	Freburg	04/30/19	2018	05/29/18	7								
x		Robert	Bradley	04/30/21	2017	04/23/18	9								
x		Brett	Litwiller	04/30/21	2018	05/14/18	4								
x		Amanda	Weissgerber	04/30/19	2016	06/27/16	4								
x	resigned 6/26/18	Valerie	Dumser - TY	04/30/19	2012	06/13/16	7								
x		Adriane	Powell	04/30/19	2018	03/12/18	4								
x		Erica	Larkin	04/30/20	2013	05/22/17	1								
x		William	Gudeman	04/30/21	2018	04/23/18	5								
	Ex-Officio	Jan	Lauderman						4 Oxford Ct	Bloomington	61704				
	Ex-Officio	Stan	Cain			Parker									
	Staff	Robert	Moews			Peters			Parks & Rec				434-2280		
	Staff	David	Lamb						Parks & Rec				434-2280		

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

Number of Vacancies: 3
 Number of Expired Board Members (Blm Appointments only): 5
 Number of Expired Board Members Eligible for Reappointment: 5

Appointment/Reappointment Notes

Cultural Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Email	Street	City	Zip	Ward	Home Phone	Work Phone	Cell Phone	Notes
x		Angelique	Racki	04/30/20	2016	03/27/17									
x	Chair	Kellie	Williams	04/30/19	2016	11/14/16									
x		Melissa	Libert	04/30/21	2018	12/17/18									
x		Jeff	Crabill	04/30/21	2018	06/25/18									
x		Mark	Halx	04/30/19	2018	09/10/18									
x		Ronald	Crick	04/30/19	2017	05/22/17									
x		Julia	Cozad-Callighan	04/30/21	2018	03/26/18									
x	Ineligible	Carole	Ringer	04/30/19	2010	03/28/16									
x		Meryl	Brown	04/30/20	2018	08/27/18									
x		Jesse	Smart	04/30/21	2016	4/23/2018									
x		Jamie	Mathy	04/30/20	2014	06/12/17									
	Staff	Jim	Mack				jmack@cityblm.org						434-2760		
	Staff	Eric	Veal				eveal@cityblm.org						434-2402		
	Staff	Samantha	Still				sstill@cityblm.org						434-2785		

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 11 members (was 14 members but Ordinance 2018-42 reduced to 11, 6-11-18)

Number of members the Mayor appoints: 11

Type: Internal

City Code: Chapter 2, Section 81

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014: None

Meetings: 3rd Thurs of each month at 7:30 am - Creativity Center Conference Room

Number of Vacancies: 1

Number of Expired Board Members (Blm Appointments only): 4

Number of Expired Board Members Eligible for Reappointment: 3

Appointment/Reappointment Notes:

Historic Preservation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x		Ann	Bailen	04/30/21	2015	04/23/18	4								
x		Levi	Sturgeon	04/30/20	2014	03/13/17	3								
x		Georgene	Chissell	04/30/20	2017	11/13/17	2								
x	Vice Chair	Lea	Cline	04/30/20	2016	03/13/17	6								
x		John	Elterich	04/30/20	2009	03/27/17	6								
x	Architect	Paul	Scharnett	04/30/20	2017	11/13/17	6								
x	Chair	Sherry	Graehling	04/30/19	2012	03/28/16	4								
	Staff	Joni	Gerard					jgerard@cityblm.org	109 E Olive St	Bloomington	61701		434-2448		

Details:

Term: 3 years (4 years prior to 5/1/2014)

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 7

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 3rd Thurs of each month at 5:00pm - Blm Council Chambers

Number of Vacancies: 0

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

Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes

Housing Authority Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Appointment Date	Year First Appt	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Reappointment
x		Arthur	Haynes	04/30/19	05/26/15	2015	6								
x	Vice Chariman	Terrence	Koch	04/30/20	05/11/15	2013	4								
x	Chair	Barb	Adkins	04/30/20	05/11/15	1995	7								
x		Memuna	Lee	04/30/21	05/23/16	2015	8								
x	Resident-RESGN	Gaynett	Hoskins	04/30/22	06/12/17	2016	6								
	Contact	Jeremy	Hayes					jeremyh@bloomingtonha.com	104 E Wood Street	Bloomington	61701		829-3360		

Details:

Term: 5 years

Term Limit per City Code: City Code does not apply

Members: 5 members

Number of members the Mayor appoints: 5

Type: Internal

City Code: Chapter 2, Section 30

Required by State Statute: Yes

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 4th Tues of each month at 4:00pm - Housing Authority Office

Number of Vacancies: 1

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

Number of Expired Board Members Eligible for Reappointment: 1

Appointment/Reappointment Notes:

Human Relations Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Fax Number
x		Kiranmayi (Kiran)	Konam	04/30/20	2014	03/27/17	8								
x		Raymond	West	04/30/20	2019	02/25/19	7								
x		Gary	McGinnis	04/30/20	2018	02/26/18	8								
x		Anthony	Jones	04/30/21	2016	04/23/18	4								
x	Chair	Rhonda	Smith	04/30/20	2011	03/27/17	3								
x		Suresh	Krishna	04/30/19	2013	03/28/16	8								
x		Ky	Ajayi	04/30/19	2019	03/11/19	3								
	Staff	Michael	Hurt					mhurt@cityblm.org	109 E. Olive St	Bloomington	61701		434-2468		
	Staff	Nicole	Albertson					nalbertson@cityblm.org	109 E. Olive St	Bloomington	61701		434-2215		

Details:

Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 7 members

Number of members the Mayor appoints: 7

Type: Internal

City Code:

Required by State Statute: No

Intergovernmental Agreements:

Funding budgeted from COB for FY2014:

Meetings: 2nd Wed of each month at 5:00pm - Council Chambers

Number of Vacancies: 0

Number of Expired Board Members (Blm Appointments only): 2

Number of Expired Board Members Eligible for Reappointment: 2

Appointment/Reappointment Notes:

Japanese Sister City Committee

BIm Mayor Appointed	Staff/Chair	FirstName	LastName	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	RESIGNED	Robert	Harrison	04/30/20	2014	03/13/17	9							
x		Steven	Campbell	04/30/20	2014	03/13/17	7							
x		Cody	Hendricks-	04/30/19	2018	08/13/18	7							
x		Ken	Ota	04/30/19	2016	03/28/16	2							
x		Kyle	Silver	04/30/20	2016	03/27/17	5							
x		Brenda	Guest	04/30/20	2018	12/10/18								
x	ineligible	Sanae	Ferrier	04/30/19	2010	03/14/16	3							
x		Dawn	McBride	04/30/21	2018	05/14/18	4							
x		Noha	Shawki	04/30/21	2015	04/23/18	4							
x		Catrina	Murphy	04/30/21	2014	04/23/18	1							
	Chair	Darren	Sampson					darren.sampson@bnsistercities.org						
		Toyoka	Nishihara					toyoka.nishihara@bnsistercities.org						

Details:

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

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

Appointment/Reappointment Notes:

Laura Tepen will be completing Harrison term

Library Board of Trustees

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	Notes
x		John	Argenziano	04/30/20	2018	6/25/18	8								
x	Treasurer	Alicia	Whitworth	04/30/20	2016	3/27/17	3								
x	Secretary	Van	Miller	04/30/19	2015	4/25/16	7								
x		Dianne	Hollister	04/30/21	2017	4/23/18	4								
x		Matthew	Watchinski	04/30/21	2018	4/23/18	6								
x	President	Julian	Westerhout	04/30/19	2015	3/28/16	4								
x		Catrina	Parker	04/30/20	2018	12/17/18	2								
x	Vice President	Susan	Mohr	04/30/21	2017	4/23/18	8								
x		Alicia	Henry	04/30/19	2016	4/25/16	7								
	Staff	Caprice	Prochnow												
	Staff	Jeanne	Hamilton					jeanneh@bloomingtonlibrary.org					557-8901		

Details:

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

Appointment/Reappointment Notes:

Planning Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward	Email	Street	City	Zip	HomePhone	WorkPhone	CellPhone	FaxNumber	Reappointment
x	Southeast	Eric	Penn	04/30/21	2016	04/23/18	1									
x	Southeast	Megan	McCann	04/30/21	2018	03/12/18	4									
X	Southeast	David	Stanczak	04/30/19	2012	03/28/16	8									
x	Southeast	Thomas	Krieger	04/30/20	2017	11/27/17	5									
x	Southeast	Megan	Headean	04/30/21	2015	04/23/18	1									
x	Northeast	Mark	Muehleck	04/30/20	2017	10/23/17	9									
x	Chair/Southwest	Justin	Boyd	04/30/19	2016	05/09/16	6									
x	Northeast	Kevin	Suess	04/30/20	2014	03/27/17	4									
x	Vice Chair/Northeast	John	Protzman	04/30/20	2014	03/13/17	9									
x	Northeast	Tyson	Mohr	04/30/21	2018	04/09/18	8									
	Staff	Katie	Simpson					ksimpson@cityblm.org	115 E Washington St	Bloomington	61701		434-2341			

Details:

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

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

Public Safety and Community Relations Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x		William	Bennett	04/30/21	2017	04/23/18	3								<1 yr initial/reapp 2nd term
x		Robert	Bosquez	04/30/20	2017	10/23/17	7								
x		Surena	Fish	04/30/21	2017	04/23/18	6								<1 yr initial/reapp 2nd term
x		Janet	Lancaster	04/30/20	2017	10/23/17	1								
x		Sally	Rudolph	04/30/20	2017	10/23/17	1								
x		Arthur	Taylor	04/30/19	2017	10/23/17	8								2 yr initial/reapp 2nd term
x		Jeffery	Woodard	04/30/19	2017	10/23/17	9								2 yr initial/reapp 2nd term
	Staff	Nora	Dukowitz					ndukowitz@cityblm.org	109 E Olive St	Bloomington	61701		434-2241		
	Staff	Clay	Wheeler						109 E Olive St	Bloomington	61701				

Details:

Term: 3 years
Term Limit per City Code: 3 terms/9 years
Members: 7 members
Number of members the Mayor appoints: 7
Type: Internal
City Code: Ordinance 2017-57: Chapter 35, Article IV
Required by State Statute: No
Intergovernmental Agreements: None
Meetings: 2nd Wednesday of each month at 3:30pm - Location Varies
Quarterly Meetings: 6:00 pm - Location Varies

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

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

Transportation Commission

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date	Ward	Email	Street	City	Zip	Home Phone	Work Phone	Cell Phone	Notes
x	Chair	Michael-TY	Gorman	04/30/20	2017	08/14/17	4								
x		Katherine	Browne	04/30/19	2017	08/14/17	5								
x		Angela	Ballantini	04/30/21	2017	04/23/18	7								
x		Elizabeth	Kooba	04/30/19	2017	08/14/17	8								
x		Maureen (Reenie)	Bradley	04/30/21	2017	04/23/18	3								
x	Vice Chair	Jill	Blair	04/30/20	2017	08/14/17	8								
x		Kelly	Rumley	04/30/20	2017	08/14/17	5								Resigned 2018
	Disabled or serve disabled population														
x	Staff	Robert	Ballantini	04/30/21	2019	02/25/19		robertballantini2@gmail.com	202 W Locust, Apt 1009	Bloomington	61701	309-262-2138		309-262-2138	initial 2 year term
	Staff	Phil	Allyn	Traffic Engineer					115 E Washington	Bloomington	61702		434-2427	309-846-7618	

Details:Term: 3 years

Term Limit per City Code: 3 terms/9 years

Members: 8 members (additional member added 11/26/18 Council Meeting)

Number of members the Mayor appoints: 8

Type: Internal

City Code: Ordinance 2017-49; Chapter 29, Section 300, Article XXVIII

Required by State Statute: No

Intergovernmental Agreements: None

Funding budgeted from COB for FY2014:

Meetings: 3rd Tuesday of each month, 4pm, Council Chambers

Number of Vacancies: 1

Number of Expired Board Members: 0

Number of Expired Board Members Eligible for Reappointment: 0

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



CONSENT AGENDA ITEM NO. 7D

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Police

SUBJECT: Consideration of the Purchase of one (1) 2019 Ford Transit van from Currie Motors of Frankfort, IL, using the Northwest Suburban Purchasing Cooperative (Contract #150, exp. 9/14/19), in the amount of \$58,387, as requested by the Police Department.

RECOMMENDATION/MOTION: The Purchase of the 2019 Transit Van be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The Police Department is recommending the purchase of one (1) 2019 Ford Transit van, in the amount of \$58,387, in order to replace Unit P51, which is a 2004 GMV G3500 van that was scheduled for replacement in FY 2018. Due to manufacture order cut off dates for this unit, the order was postponed until this fiscal year. The unit is fifteen (15) years old and has a maintenance cost to date of \$25,094.92. This unit is used for transporting prisoners and has a capacity to transport eleven people. Recent issues have included front suspension, electrical caused by corrosion and grounding problems, starter, alternator, power windows, body locks and door handles, engine cooling system, engine ignition system, brakes, and A/C system.



Staff requests to declare the existing unit as surplus and sell it on public auction at publicsurplus.com. The unit is expected to sell for approximately \$4,500 depending on the bidding activity.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Police Department has savings in the FY 2019 Capital Lease as only \$29,203 has been spent for Body Worn Cameras compared to the \$170,000 budgeted. The total cost to purchase the 2019 Ford Transit prisoner transport is \$58,387. If approved, a budget transfer of \$58,387 will be processed from Capital Lease-Capital Outlay Equipment Other than Office (40110139-72140) to Capital Lease-Capital Outlay Licensed Vehicle account (40110139-

72130). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 83 and 86.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:	Rob Krones, Superintendent of Fleet
Reviewed By:	Clay Wheeler, Police Chief
Finance & Budgetary Review By:	Chris Tomerlin, Budget Manager
Legal Review By:	Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- BPD 1B QUOTE UNIT P51 VAN REPLACEMENT 04222019



Currie Commercial Center
10125 W. Laraway, Frankfort, Illinois, 60423
Office: 815-464-9200

Customer Proposal

Prepared for:

City Of Bloomington

Prepared by:

THOMAS SULLIVAN
Office: 815-464-9200

Date: 04/05/2019

Vehicle: 2019 Transit-350 Base
Low Roof Cargo Van 147.6" WB

Quote ID: blmtn





Major Equipment

(Based on selected options, shown at right)

- | | |
|--|---|
| 3.7L V-6 DOHC w/SMPI 275hp | Exterior:Shadow Black |
| 6 speed automatic w/OD | Interior:Pewter |
| * 4-wheel ABS | * Brake assistance |
| * Traction control | * LT 235/65R16 C BSW AS S-rated tires |
| * Battery with run down protection | * Advance Trac w/Roll Stability Control |
| * Air conditioning | * Tinted glass |
| * SiriusXM AM/FM/HD/Satellite with seek-scan, auxiliary audio input, external memory control | * Bluetooth streaming audio |
| * Dual power remote heated mirrors | * Variable intermittent wipers |
| * 16 x 7 steel wheels | * Dual front airbags w/passenger cancel |
| * Driver and front passenger seat mounted side airbags | * Airbag occupancy sensor |
| * SecuriLock immobilizer | * Tachometer |
| * Message Center | * Navigation system with voice activation |
| * Reclining front bucket seats | * Running boards |
| * Audio control on steering wheel | * Front axle capacity: 4130 lbs. |
| * Rear axle capacity: 5515 lbs. | * Front spring rating: 4130 lbs. |
| * Rear spring rating: 5515 lbs. | |

Fuel Economy

City
N/A



Hwy
N/A

Selected Options

MSRP

STANDARD VEHICLE PRICE	\$37,170.00
Order Code 101A	N/C
Monotone Paint Application	STD
148" Wheelbase	STD
Shadow Black	N/C
Pewter	N/C
Cloth Front Bucket Seats	N/C
Pewter Cloth Dual Bucket Seats	\$60.00
Heavy-Duty Alternator	\$260.00
Dual Heavy-Duty Batteries	\$295.00
SecuriLock Passive Anti-Theft System (PATS)	\$75.00
Perimeter Alarm	\$155.00
4.10 Axle Ratio	\$45.00
Reverse Sensing System	\$295.00
Long-Arm Heated Power Mirrors w/Turn Signals	\$220.00
Extended Length Running Boards	\$655.00
Back Up Alarm	\$125.00
Load Area Protection Package (Full Height)	\$295.00
2 Additional Keys (4 Total)	\$75.00
Cruise Control w/Message Center	\$325.00
12V to 110V Power Inverter	\$100.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Currie Commercial Center
 10125 W. Laraway, Frankfort, Illinois, 60423
 Office: 815-464-9200

2019 Transit-350, Low Roof Cargo Van
 Low Roof Cargo Van 147.6" WB Base(W2Y)
 Price Level: 950 Quote ID: blmtn

High Capacity Upfitter Switches	\$85.00
Auxiliary Fuse Panel	N/C
Radio: AM/FM Stereo w/SYNC3/Navigation	\$2,035.00
Fixed Rear-Door/Fixed Pass-Side Cargo-Door Glass	\$250.00
Aux Heater & A/C Prep Pkg w/o Rear Controls	\$100.00
Engine: 3.7L Ti-VCT V6	Included
Transmission: 6-Speed Automatic w/OD & SelectShift	Included
GVWR: 9,500 lbs	Included
Tires: 235/65R16C AS BSW	Included
Wheels: 16" Steel w/Black Center Hubcap	Included
Front & Rear Vinyl Floor Covering	Included
Modified Vehicle Wiring System	Included
6 Speakers (4 Front/2 Rear)	Included
SYNC 3 Communications & Entertainment System ..	Included
Lane Keeping Alert w/Driver Alert	Included
Vinyl Sun Visors	Included
<hr/>	
SUBTOTAL	\$42,620.00
Destination Charge	\$1,495.00
<hr/>	
TOTAL	\$44,115.00

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Prepared for: City Of Bloomington
 By: THOMAS SULLIVAN Date: 04/05/2019



Selected Options

Code	Description	MSRP
Base Vehicle		
W2Y	Base Vehicle Price (W2Y)	\$37,170.00
Packages		
101A	Order Code 101A <i>Includes:</i> - Engine: 3.7L Ti-VCT V6 Includes SEIC capability. - Transmission: 6-Speed Automatic w/OD & SelectShift Includes auxiliary transmission oil cooler. - GVWR: 9,500 lbs - Tires: 235/65R16C AS BSW - Wheels: 16" Steel w/Black Center Hubcap	N/C
Powertrain		
99M	Engine: 3.7L Ti-VCT V6 <i>Includes SEIC capability.</i>	Included
446	Transmission: 6-Speed Automatic w/OD & SelectShift <i>Includes auxiliary transmission oil cooler.</i>	Included
X41	4.10 Axle Ratio	\$45.00
STDGV	GVWR: 9,500 lbs	Included
Wheels & Tires		
STDTR	Tires: 235/65R16C AS BSW	Included
STDWL	Wheels: 16" Steel w/Black Center Hubcap	Included
Seats & Seat Trim		
21L	Pewter Cloth Dual Bucket Seats <i>Includes 2-way manual driver seat with lumbar, 2-way manual passenger seat and driver and passenger armrest.</i>	\$60.00
C	Cloth Front Bucket Seats	N/C
Other Options		
PAINT	Monotone Paint Application	STD
148WB	148" Wheelbase	STD
63C	Heavy-Duty Alternator <i>250 amp.</i>	\$260.00
63E	Dual Heavy-Duty Batteries <i>70 amp-hr each. Includes absorbed glass mat.</i>	\$295.00

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Selected Options (cont'd)

Code	Description	MSRP
53K	Modified Vehicle Wiring System <i>Includes modified vehicle connections for customized wiring harness provisions.</i>	Included
66P	SecuriLock Passive Anti-Theft System (PATS) <i>Includes engine immobilizer.</i>	\$75.00
59D	Perimeter Alarm	\$155.00
67C	High Capacity Upfitter Switches	\$85.00
43R	Reverse Sensing System	\$295.00
68J	Extended Length Running Boards <i>Covers A-B pillar driver-side and A-C pillar passenger-side.</i>	\$655.00
544	Long-Arm Heated Power Mirrors w/Turn Signals	\$220.00
17B	Fixed Rear-Door/Fixed Pass-Side Cargo-Door Glass	\$250.00
86F	2 Additional Keys (4 Total) <i>Includes key fobs.</i>	\$75.00
90C	12V to 110V Power Inverter	\$100.00
60C	Cruise Control w/Message Center <i>Includes full trip computer and engine-hour meter.</i>	\$325.00
87E	Auxiliary Fuse Panel <i>Includes high spec interface connector. Includes: - Modified Vehicle Wiring System Includes modified vehicle connections for customized wiring harness provisions.</i>	N/C
584	Radio: AM/FM Stereo w/SYNC3/Navigation <i>(28). Includes 6.5" color multi-function display, media hub and HD and SiriusXM satellite radio capability. Does not include single-CD. Subscriptions to all SiriusXM services are sold by SiriusXM after 6-month trial expires. Subscriptions are governed by SiriusXM customer agreement; see www.siriusxm.com. SIRIUS U.S. satellite service is available in the 48 contiguous United States, D.C. and P.R. SiriusXM and all related marks and logos are trademarks of SiriusXM Radio Inc. SiriusXM cannot be activated if not factory installed. Includes: - 6 Speakers (4 Front/2 Rear) - SYNC 3 Communications & Entertainment System Includes 911 Assist, VHR, SYNC Services, AppLink, Bluetooth, steering wheel controls, USB port and auxiliary input jack. - Lane Keeping Alert w/Driver Alert Includes level 2 instrument cluster. - Vinyl Sun Visors Includes illuminated vanity mirrors.</i>	\$2,035.00
91G	6 Speakers (4 Front/2 Rear)	Included
16E	Front & Rear Vinyl Floor Covering <i>Includes wheel well liners and scuff plate kit.</i>	Included
41C	Lane Keeping Alert w/Driver Alert <i>Includes level 2 instrument cluster.</i>	Included

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Selected Options (cont'd)

Code	Description	MSRP
96D	Load Area Protection Package (Full Height) <i>Includes complete rear polypropylene panels on side walls and doors. Includes: - Front & Rear Vinyl Floor Covering Includes wheel well liners and scuff plate kit.</i>	\$295.00
62C	Aux Heater & A/C Prep Pkg w/o Rear Controls Requires aftermarket upfit of a climate control system. <i>Package includes stub lines for delivery of coolant/refrigerant for easy addition of an aftermarket rear heater and A/C system.</i>	\$100.00
43B	Back Up Alarm	\$125.00
Interior Colors		
CK_02	Pewter	N/C
Primary Colors		
G1_01	Shadow Black	N/C
Upfit Options		
D-001	Delivery	\$185.00
Ad-001	Interior Van Package	\$26,867.00

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Selected Options (cont'd)

Code	Description	MSRP
	<p>PTB-3S48-10 - 48"H x 10'L Three Compartment Bolt-Together (11) Person Prisoner Insert Driver Side, Rear Entry - 10' Compartment Passenger Side, Rear Entry - 7' Compartment Passenger Side, Side Entry - 3' Compartment (Single Rear Facing Seat) Includes: 2-Viewing Window/Emergency Exits, Recessed Compartment Lighting, Ducting for Ventilation into Each Compartment, Fold-Up Rear Steps, Fold-Up Side Steps, Prisoner Hand Holds, Non-Skid Seat Strips, Seat Belts * FOR INSTALLATION INTO CUSTOMER PROVIDED FORD TRANSIT 350 LOW ROOF 148" WB CARGO VAN -please order your van with Code 62C "Prep Pkg".</p> <p>1 OPTION-3M34015 Auxiliary Heat/AC (935) - Installed 1 OPTION-3M33009 Installation of: Insulation; Trim Panels; Seams Sealed; Carpeted Cab Wall; Marine Blower; Static Roof Vent</p> <p>2 OPTION-3M36005 LED Loading/Work Light - Installed atop Side & Rear Cargo Door Entry</p> <p>2 OPTION-3M53004 Installation of (1) Prisoner Safety Bar - 1 - Installed in Driver Side Compartment 1 - Installed in Rear Passenger Side Compartment</p> <p>2 OPTION-3M53003 Prisoner Safety Bar Lock 1 MOD Prep Package for customer installed cameras - housing/Lexan cover for future camera in each prisoner compartment - Conduit runs and marking on Cab Wall</p> <p>1 OPTION-3M30007 PVC - Installed Rear to Front Cab Area for customer wiring run.</p>	
SUBTOTAL		\$69,672.00
Destination Charge		\$1,495.00
TOTAL		\$71,167.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Warranty - Standard Equipment & Specs

Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



Pricing - Single Vehicle

	MSRP
<i>Vehicle Pricing</i>	
Base Vehicle Price	\$37,170.00
Options & Colors	\$5,450.00
Upfitting	\$27,052.00
Destination Charge	\$1,495.00
<i>Discount Adjustments</i>	
Discount	-\$12,780.00
<hr/>	
Total	\$58,387.00

Deposit of \$ 26,867.00 due at order

 Customer Signature

 Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.



CONSENT AGENDA ITEM NO. 7E

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Community Development

SUBJECT: Consideration of the Purchase one (1) 2019 Chevrolet Colorado truck from National Auto Fleet Group, using Sourcewell (contract #120716-NAF, expires 1/17/21), in the amount of \$23,287.75, as requested by the Community Development Department.

RECOMMENDATION/MOTION: The Purchase of the 2019 Chevrolet Colorado truck be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: The Community Development Department is recommending the purchase of one (1) 2019 Chevrolet Colorado truck, in the amount of \$23,287.75, in order to replace Unit CD3, which is a 2005 Dodge Dakota that is scheduled for replacement this fiscal year for the Code Enforcement Division. The current unit has 50,906 miles on it. Maintenance cost to date for this unit is \$3,955.30. Recent issues have included the engine fuel system, brake lines rusted and leaking, front wheel bearings, front suspension, and transmission oil pan.



Staff respectfully requests to have the replacement unit declared surplus and be sold on public auction at Publicsurplus.com. The unit is expected to sell for approximately \$1,900.00 depending on bids.

Sourcewell 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, have made a number of purchases through them over the years.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The FY 2019 Capital Lease-Capital Outlay Licensed Vehicle account (40110139-72130) includes \$25,235.00 budgeted for the purchase of the unit. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 83 and 85.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

Rob Krones, Superintendent of Fleet
Michael Hill, Management Analyst

Reviewed By:

Bob Mahrt, Community Development Director

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- CD 2B QUOTE UNIT CD3 TRUCK REPLACEMENT 04222019



National Auto Fleet Group

A Division of Chevrolet of Watsonville

490 Auto Center Drive, Watsonville, CA 95076

(855) 289-6572 • (831) 480-8497 Fax

Fleet@NationalAutoFleetGroup.com

2/20/2019

Quote ID: **17408**

Order Cut Off Date: **TBA**

Rob Krones
City of Bloomington
Fleet Management

336 South Main st

Bloomington , Illinois, 61701

Dear Rob Krones,

National Auto Fleet Group is pleased to quote the following vehicle(s) for your consideration.

One (1) New/Unused (2019 Chevrolet Colorado (12M53) 2WD Ext Cab 128.3" Work Truck 6.2' Box,) and delivered to your specified location, each for

	One Unit
Contract Price	\$23,287.75
Tax (0.0000 %)	\$0.00
Tire fee	\$0.00
Total	\$23,287.75

- per the attached specifications.

This vehicle(s) is available under the **Sourcewell (Formerly Known as NJPA) Contract 120716-NAF** . Please reference this Contract number on all purchase orders to National Auto Fleet Group. Payment terms are Net 20 days after receipt of vehicle.

Thank you in advance for your consideration. Should you have any questions, please do not hesitate to call.

Sincerely,

Jesse Cooper
Account Manager
Email: Fleet@NationalAutoFleetGroup.com
Office: (855) 289-6572
Fax: (831) 480-8497



GMC

Vehicle Configuration Options

EMISSIONS	
Code	Description
FE9	EMISSIONS, FEDERAL REQUIREMENTS
ENGINE	
Code	Description
LCV	ENGINE, 2.5L I4, DI, DOHC, VVT, (200 hp [149.0 kW] @ 6300 rpm, 191 lb-ft of torque [259 N-m] @ 4400 rpm) (STD)
TRANSMISSION	
Code	Description
MYB	TRANSMISSION, 6-SPEED AUTOMATIC, HMD, 6L50, (STD)
AXLE	
Code	Description
GT5	REAR AXLE, 4.10 RATIO
PREFERRED EQUIPMENT GROUP	
Code	Description
2WT	WORK TRUCK PREFERRED EQUIPMENT GROUP, includes standard equipment
TIRES	
Code	Description
QJJ	TIRES, P265/70R16 ALL-SEASON, BLACKWALL, (STD)
SPARE TIRE	
Code	Description
QDC	TIRE, COMPACT SPARE T175/80R18, BLACKWALL, (STD)
PAINT	
Code	Description
GAZ	SUMMIT WHITE
PAINT SCHEME	
Code	Description
ZY1	SOLID PAINT
SEAT TYPE	
Code	Description
AR7	SEATS, FRONT BUCKET, (STD)

SEAT TRIM	
Code	Description
H2Q	JET BLACK/DARK ASH, VINYL SEAT TRIM
RADIO	
Code	Description
IOR	AUDIO SYSTEM, CHEVROLET INFOTAINMENT 3 SYSTEM, 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable (STD)
BODY CODE	
Code	Description
E63	PICKUP BOX, (STD)
WHEEL TYPE	
Code	Description
RS2	WHEELS, 16" X 7" (40.6 CM X 17.8 CM) ULTRA SILVER METALLIC STEEL, (STD)
GVWR	
Code	Description
CHL	GVWR, 5400 LBS. (2449 KG), (STD)

Engine, 2.5L I4, DI, DOHC, VVT (200 hp [149.0 kW] @ 6300 rpm, 191 lb-ft of torque [259 N-m] @ 4400 rpm) (Not included on Crew Cab Long Box models.)
Transmission, 6-speed automatic, HMD, 6L50 (Standard on Extended Cab and Crew Cab Short Box models. Requires (LCV) 2.5L I4 engine or (LWN) 2.8L Duramax Turbo-Diesel engine. Available on Crew Cab Long Box models.)
Rear axle, 4.10 ratio (Requires (LCV) 2.5L I4 engine. Not included on Crew Cab Long Box models.)
GVWR, 5400 lbs. (2449 kg) (Standard on Extended Cab models with (LCV) 2.5L I4 engine only.)
Rear wheel drive
Brakes, 4-wheel antilock, 4-wheel disc
Wheels, 16" x 7" (40.6 cm x 17.8 cm) Ultra Silver Metallic steel
Tires, P265/70R16 all-season, blackwall
Pickup box
Tire, compact spare T175/80R18, blackwall (Requires (RTX) 18" x 4.5" (45.7 cm x 11.4 cm) Black cast aluminum, compact spare wheel.)
Wheel, compact spare, 18" x 4.5" (45.7 cm x 11.4 cm) Black cast aluminum (Standard with (LCV) 2.5L I4 engine only. Not included on Crew Cab Long Box models.)
Bumper, rear chrome
CornerStep, rear bumper
Moldings, Black beltline
Headlamps, halogen with automatic exterior lamp control
Cargo box light, back of cab
Mirrors, outside remote with manual-folding, Black
Glass, windshield shade band
Door handles, Black
Tailgate, locking
Tailgate handle, Black (Not available with (SCZ) Chrome tailgate handle, LPO.)
Audio system, Chevrolet Infotainment 3 system 7" diagonal color touchscreen, AM/FM stereo. Additional features for compatible phones include: Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Apple CarPlay and Android Auto capable
Audio system feature, 6-speaker system
USB data ports, 2 includes auxiliary input jack, located on the front console
Seats, front bucket
Seat adjuster, driver 4-way power with manual recline
Seat adjuster, passenger 2-way manual fore/aft with manual recline
Seats, dual rear with underseat storage (Extended Cab models only.)
Console, floor, front compartment, custom
Floor covering, color-keyed carpeting

Floor mats, carpeted front (Deleted when (B38) full-length Black vinyl floor covering is ordered. Requires (B30) color-keyed carpeting floor covering.)
Floor mats, carpeted rear (Requires (B30) color-keyed carpeting floor covering.)
Steering wheel, urethane
Steering column, tilt, manual
Speedometer, miles/kilometers
Display, driver instrument information enhanced, one color
Windows, power with driver Express-Up and Down
Door locks, power
Theft-deterrent system, immobilization
Air conditioning, single-zone manual climate control
Handles, door release, front and rear, Jet Black
Mirror, inside rearview manual day/night
Visors, driver and front passenger with passenger vanity mirror
Lighting, interior, center dome
StabiliTrak, stability control system
Traction control, electronic
Daytime Running Lamps
Airbags, Dual-stage frontal airbags for driver and front passenger; Seat-mounted side-impact airbags for driver and front outboard passenger; Head-curtain airbags for front and rear outboard seating positions; Includes front outboard Passenger Sensing System for frontal passenger airbag (Always use seat belts and child restraints. Children are safer when properly secured in a rear seat in the appropriate child restraint. See the Owner's Manual for more information.)
Rear Vision Camera
Teen Driver mode a configurable feature that lets you activate customizable vehicle settings associated with a key fob, to encourage safe driving behavior. It can limit certain vehicle features, and it prevents certain safety systems from being turned off. An in-vehicle report card gives you information on driving habits and helps you to continue to coach your new driver
Tire Pressure Monitor System



CONSENT AGENDA ITEM NO. 7F

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of funding Stabilization Installation Work for the Evergreen Lake Tributary 2 (T-2) Streambank Stabilization project through the Watershed Conservation Intergovernmental Agreement between the City of Bloomington, McLean County, the Town of Normal, and the McLean County Soil and Water Conservation District, in the amount of \$56,859, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The proposed funding Stabilization Installation Work be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 1e. Partnering with others for the most cost-effective service delivery; 2b. Quality Water for the Long Term; and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Public Works is recommending a \$56,859 purchase of materials, construction, installation, and project management services from McLean County Soil and Water Conservation District for the Evergreen Lake T-2 streambank stabilization project. This project is part of an intergovernmental agreement between the City of Bloomington, Town of Normal, County of McLean, and McLean County SWCD, approved by Council on July 23, 2018.

Midwest Streams, Inc., the original designer of the T-2 and T-3 sites, recently revisited the six rock riffles constructed above Evergreen Lake on T-2 above Road 2300 North. The riffles are functioning well, and they didn't identify a need for maintenance. However, the area below the last riffle and above the lake has some tortuous bends that are eroding laterally.

As a further measure to reduce sediment delivery to the lake, in addition to the rock riffles, it is recommended that five locations covering a total of 775 feet of eroding bank line be treated with Stone Toe Protection. While the rock riffles have dramatically reduced the erosion upstream, this area remains unprotected. This project will utilize a proven mitigation effort (stone toe streambank protection) that is part of the Illinois Environmental Protection Agency's strategy to reduce phosphorous in the City's drinking water reservoirs. The project funds are budgeted for FY 2019. The project will diminish the problems of sedimentation and nutrients that have been determined to impair water quality in the reservoirs.

The stabilizing rock in this project will be placed along the shoreline from the top of the banks. This is possible because the banks are short enough and tree growth is relatively sparse, which allows the equipment free access to place the rock at the toe of the eroding shoreline. By utilizing this method, we can protect the native mature trees along the shoreline. Please

see the aerial map attached to find the exact location of the areas recommended for treatment. Each segment is estimated to require 0.75 tons of RR—4 stone per foot of bank line with a total stone requirement of 746 tons of RR-4 stone.

This proposed stabilization work will include the McLean County Highway Department and McLean County Park Department as partners with the City and the McLean County SWCD for access road and staging area preparation, rock acquisition and hauling through their intergovernmental agreement with the SWCD. The on-site installation and construction portion of the project was competitively bid and will be administered by the McLean County Soil and Water Conservation Office utilizing the Water Conservationist position. The Water Conservationist staff position is funded by the City through the intergovernmental agreement discussed above.

History

The shoreline stabilization along a segment of the T-2 area is a continuation of many years of work on improving the quality of the City's drinking water reservoirs. Starting in 2003, the Illinois Environmental Protection Agency conducted a Source Water Assessment and a Total Maximum Daily Load (TMDL) analysis of the Evergreen Lake reservoir. A TMDL is the greatest amount of a given contaminant that a reservoir can receive without violating water quality standards and designated uses.

The analysis showed that the water quality in Evergreen Lake is impaired by phosphorous, which can stimulate the growth of algae within the reservoir eventually resulting in low dissolved oxygen levels and the proliferation of nuisance organisms. Phosphorous can come from many sources but one known source is completely natural in that phosphorous can be released into the reservoir from soil that has eroded from the shoreline. To minimize the phosphorous load into the reservoir, shoreline erosion must be reduced. Shoreline stabilization is specified as a mitigation technique in our watershed management plans. In addition to lowering the amount of phosphorus entering the lake, the project will also reduce the sediment load to the reservoir.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Soil and Water Conservation District, McLean County Highway Department

FINANCIAL IMPACT: Funds are included in the FY 2019 Budget under the Water Purification-Other Professional & Technical Services account (50100130 - 70220). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on page 127.

COMMUNITY DEVELOPMENT IMPACT: UEW-1: Provide quality public infrastructure within the City to protect public health, safety and the environment. UEW-1.5 Reliable water supply and distribution system that meets the needs of current and future residents.

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

Respectfully submitted for Council consideration.

Prepared By:

Joseph M. Darter, Property Manager
Richard Twait, Superintendent of Purification
Brett Lueschen, Operations Manager

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

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:

- PW 4B COST SUMMARY T2 Shoreline Stabilization 04222019
- PW 4C BID PACKET T2 Shoreline Stabilization 04222019
- PW 4D PROJECT MAP T2 Shoreline Stabilization 04222019
- PW 4E INTERGOVERNMENTAL AGREEMENT T2 Shoreline Stabilization 04222019
- PW 4F PREVIOUS T2 STABILIZATION PROJECT MAP T2 Shoreline Stabilization 04222019



M c L e a n C o u n t y S W C D

402 N. Kays Drive Normal, IL 61761

Phone: 309-452-3848 ext. 3

Evergreen Lake T-2 Protection Project Cost 4/1/2019

Construction Supervision (Site investigation, survey, staking, Construction oversight, etc)	\$4840.00
Construction Installation (private contractor)	\$12,000.00
Materials (McLean Co. SWCD & Highway Dept.)	\$40,019.00
Overall Project Management by McLean Co. SWCD Covered by Intergovernmental Watershed Conservationist Agreement	\$0.00
Total Cost	\$56,859.00

**McLEAN COUNTY SOIL & WATER CONSERVATION DISTRICT
Evergreen Lake T-2 Protection**

PROJECT BID

Project: A contractor will construct/install a minimum of 775 ft. of Stone Toe Protection with an estimated 746 tons of class A R4 rock at T-2, Evergreen Lake.

Construction plans, and specifications may be picked up at the McLean County SWCD at 402 N. Kays Drive, Normal, IL between 8:00 a.m. and 4:00 p.m. Monday through Friday. Project start date is October 1, 2019 with a completion date of November 1, 2019. If your bid is accepted, the contractor/vendor must sign a contract, pay prevailing wage to all parties involved in the project, provide performance/payment bond for 100% of the contract price and follow the provided job and standard specifications.

Contact Person: Jackie Kraft, administrative questions 309-452-3848 x3
McLean County SWCD
Wayne Kinney, technical questions 618-830-6318
Midwest Streams, Inc.

Contractor Name: _____

Address: _____

Phone: _____

Email: _____

Total Price of Project: _____

Installation of R-4 rock total price: _____

Trucking of R-4 rock per ton: _____

Signature: _____

Date: _____

Return completed bids by mail or in person no later than **8:00 a.m., Friday, March 22, 2019** to McLean County SWCD, 402 N. Kays Drive, Normal, IL 61761; 309-452-3848 ext 3.

*Include resume listing all pertinent projects performed within last five years.

* Must pay at or above prevailing wage to anyone involved with the project.

NOTICE TO CONTRACTORS

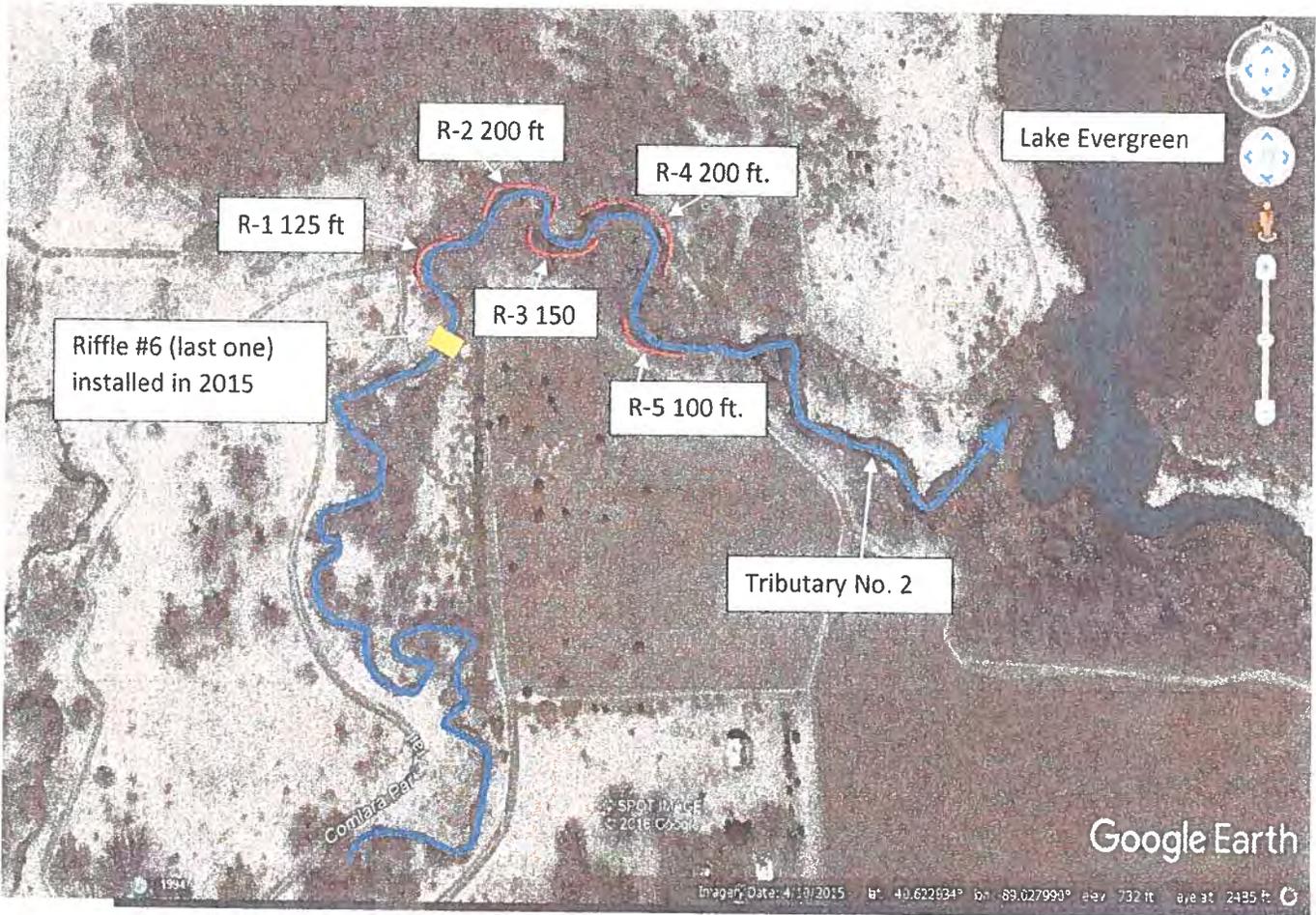
- Site Showing – Monday, March 18, 2019, 10:30 am. Meet at parking lot of T-3 site. Attendance at the site showing to meet with the project engineer is required in order to submit a sealed bid.
- Sealed bids will be received by The McLean County Soil & Water Conservation District, 402 N. Kays Drive, Normal, IL 61761 until 8:00 a.m. on March 22, 2019, and at that time, publicly opened. Include bid sheet along with resume listing all pertinent projects performed with last five years.
- Bids should be submitted for the entire job.
- Performance and payment bonds for 100% of the contract price will be required of the accepted bidder.
- The successful contractor shall agree to pay at or above prevailing wages established for McLean County, Illinois to all parties involved with the project. All certified payroll time sheets must be submitted to McLean County SWCD no later than 15th of each month.
- Prospective bidder shall be skilled in this type of work and shall demonstrate it through the submission of a resume listing all pertinent projects performed with last five (5) years. Include resume with bid.
- The McLean County SWCD reserves the right to reject any and all bids and to waive technicalities.
- Payment will be issued 6-8 weeks following the completion of job.
- Contractor must contact JULIE to have utilities located.

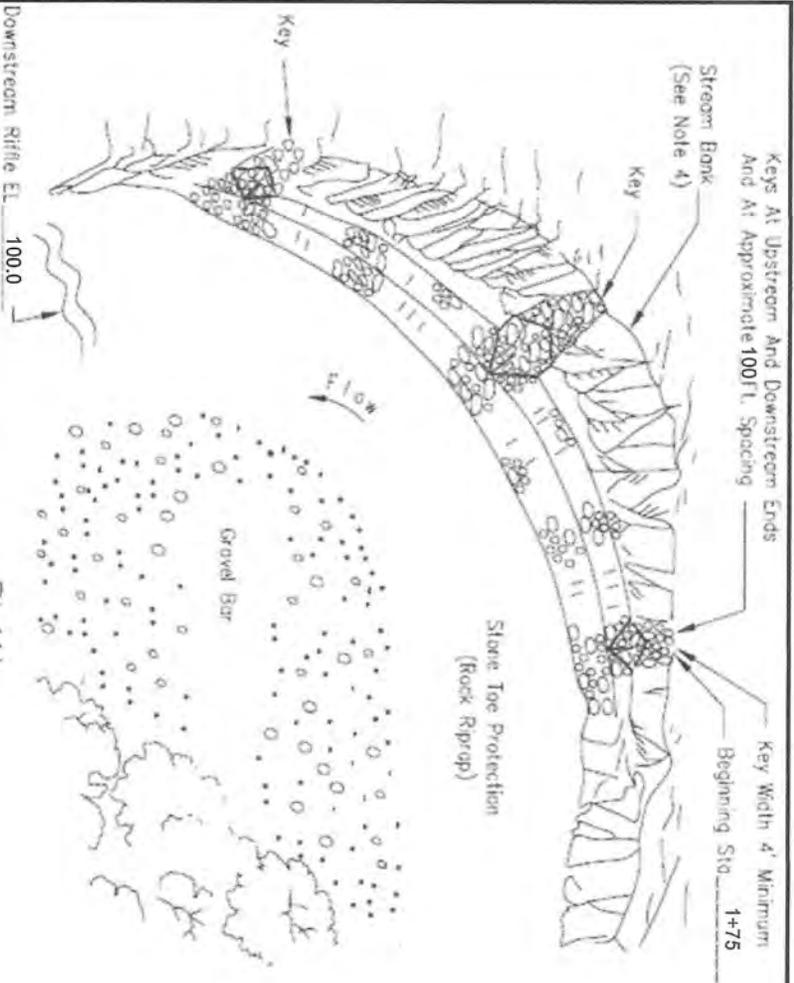
Stone Toe Protection

Lake Evergreen

T25N, R2E Sec. 18

McLean County, IL





PLAN

Key	Sta.	h ₁	W ₁	Level Crest El.
1	1+75	6.0	2.0	102.5
2	2+75	6.0	2.0	102.5
1	3+75	6.0	2.0	102.5

NOTE: Reach 2

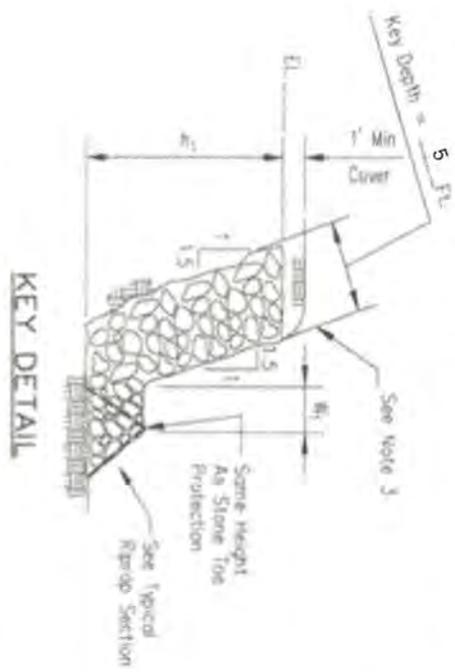
Benchmark EL. 100.00

Description
Downstream Riffle elevation

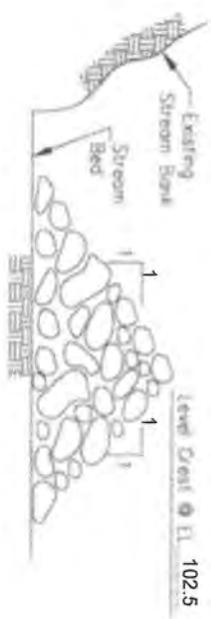
Beginning Sta. Description
Left bank approx. 50 ft. downstream of the end of STP R-1

Landowner _____ City of Bloomington _____ Stream _____ Twp 2 Lake Evergreen _____ Location _____ Sec. 18 T25N R2E Mclean County, IL _____

- Notes:
1. Rock gradation shall meet IDOT requirements for GRAD. NO. 4 riprap, quality designation "A", or as designated by engineer.
 2. Stone Toe 200 ft. @ 0.75 Tons / Ft. average
Keys 3 @ 11 Tons Each
Total Rock Amount (Estimate): 183 Tons
 3. Key shall be constructed so that the vertical section remains embedded in the existing stream bank.
 4. Location Left side of streambank looking downstream.



KEY DETAIL



TYPICAL RIPRAP SECTION

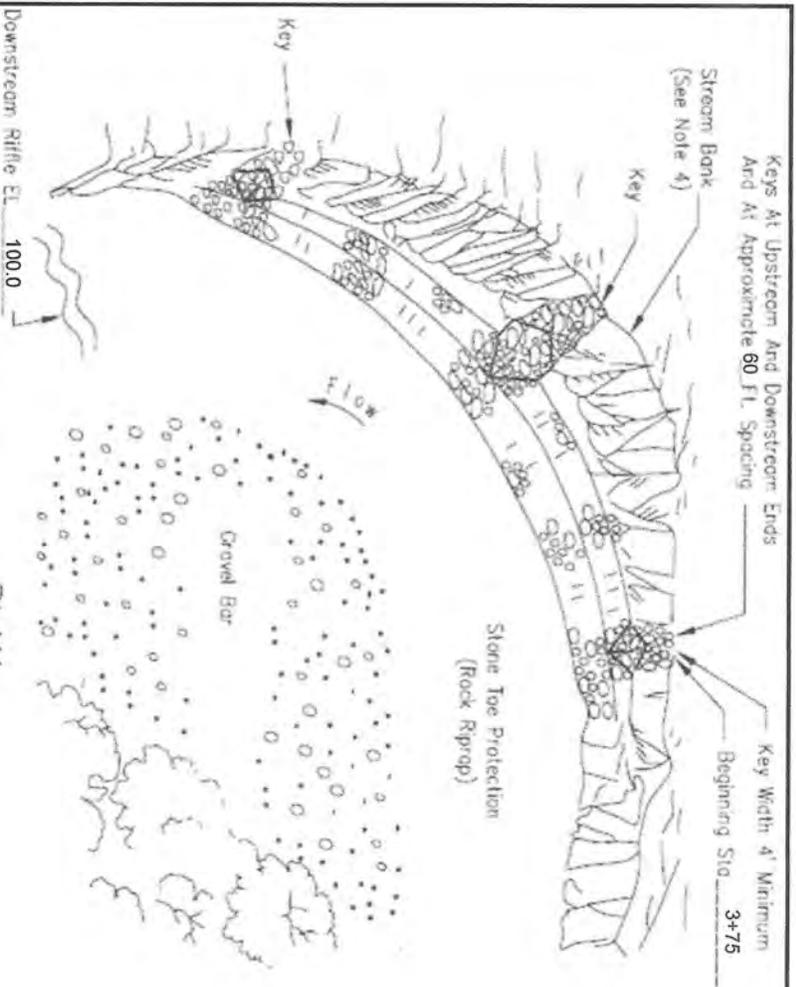
NOT TO SCALE

Drawing No. 152



STREAM BANK STABILIZATION
STONE TOE PROTECTION

Date 1/3/19
Designed by Wayne Kinney
Drawn by M. GUINONES
Checked
Approved



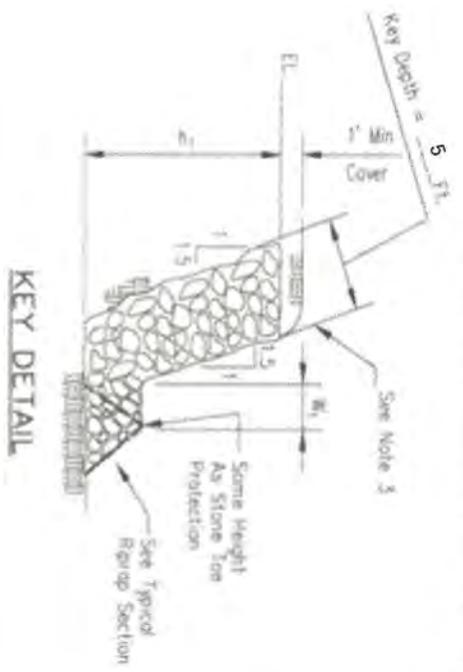
PLAN

Key	Sta.	h ₁	W ₁	Level Crest E.I.
1	3+75	6.0	2.0	102.5
2	4+50	6.0	2.0	102.5
3	5+25	6.0	2.0	102.5

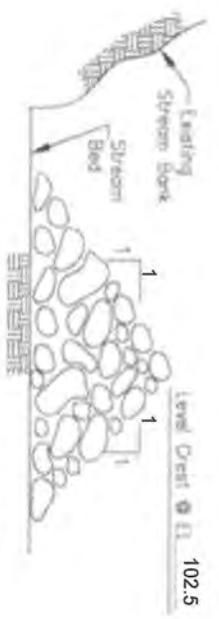
NOTE: Reach 3
 Benchmark E.L. 100.00
 Description
 Downstream Riffle Elevation
 Beginning Sta. Description
 Opposite end of STP Reach 2

Landowner City of Bloomington Stream Trib 2 Lake Evergreen Location Sec. 18 T28N R2E McLean County, IL

- Notes:
1. Rock gradation shall meet IDOT requirements for GRAD. NO. 4 riprap, quality designation "A", or as designated by engineer.
 2. Stone Toe 150 ft @ 0.75 Tons / Ft. average
 Keys 3 @ 11 Tons Each
 Total Rock Amount (Estimate): 145 Tons
 3. Key shall be constructed so that the vertical section remains embedded in the existing stream bank.
 4. Location Right side of streambank looking downstream.



KEY DETAIL



TYPICAL RIPRAP SECTION

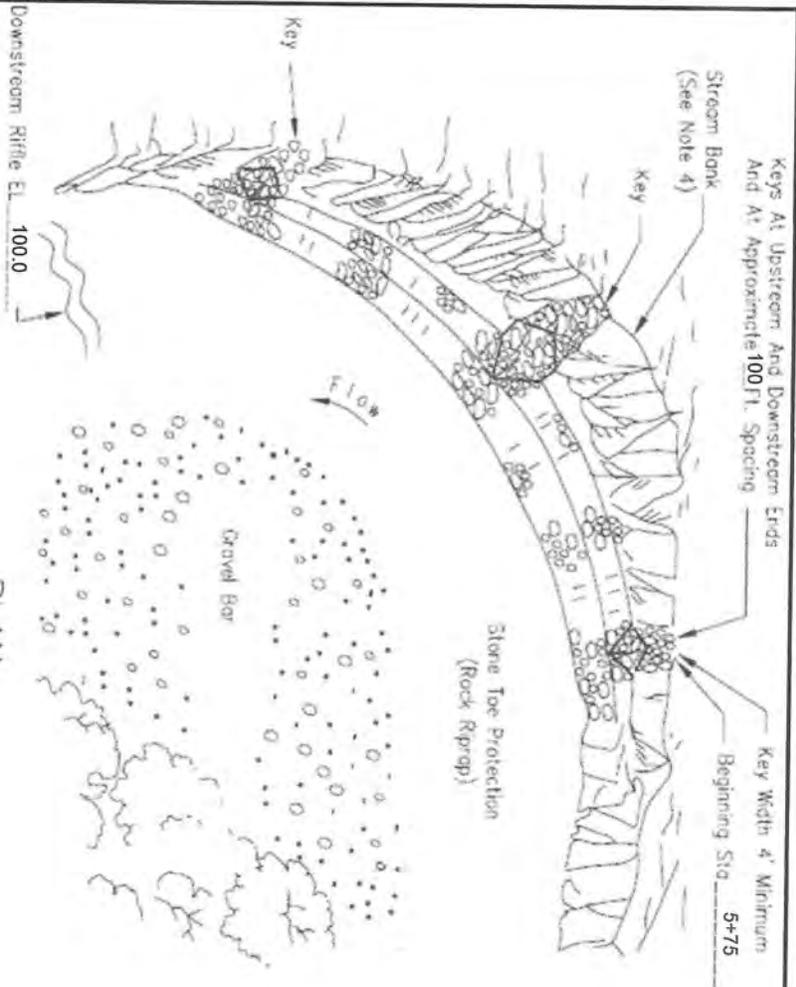
NOT TO SCALE

Drawing No. TALKENG-152
 Sheet 1 of 1



STREAM BANK STABILIZATION
 STONE TOE PROTECTION

Wayne Kinney 1/3/19
 Designed
 Drawn M. GUINONES 2/08
 Checked
 Approved



Key	Sta.	h ₁	W ₁	Level Crest El.
1	5+75	6.0	2.0	102.5
2	6+75	6.0	2.0	102.5
3	7+75	6.0	2.0	102.5

NOTE: Reach 4

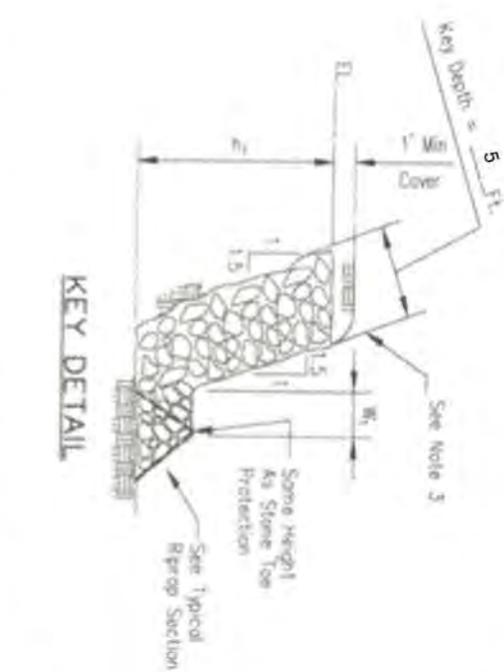
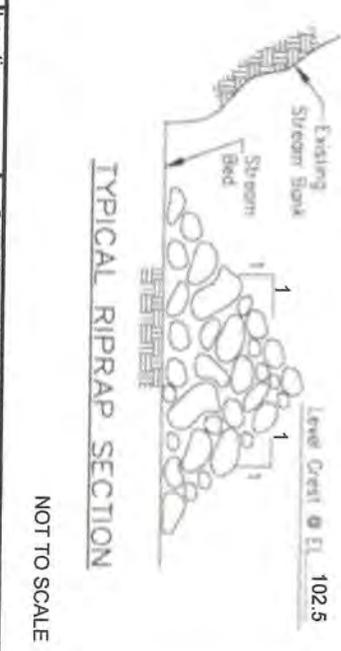
Benchmark EL. 100.00

Description

Downstream Riffle Elevation

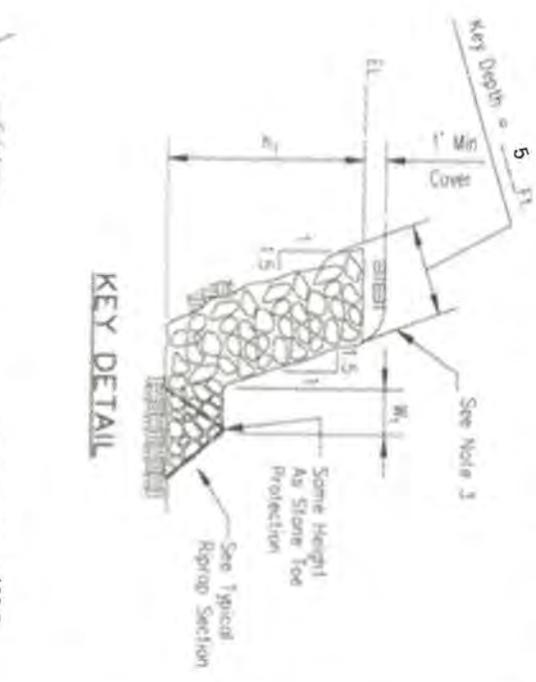
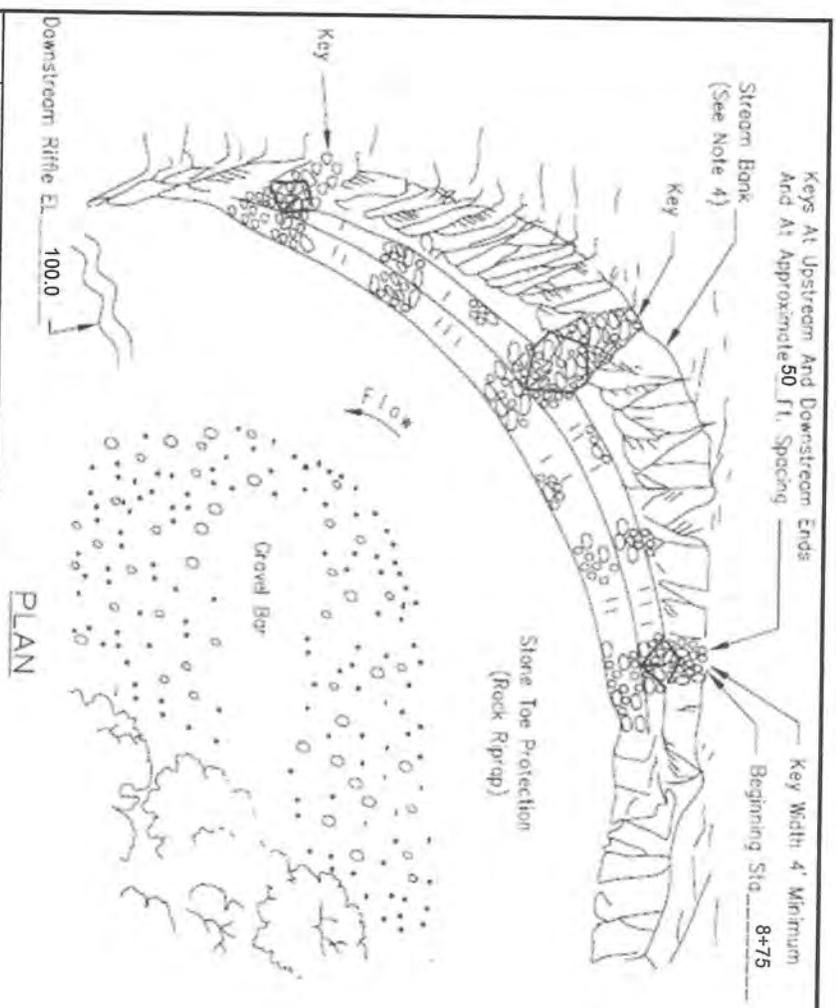
Beginning Sta. Description

50 ft. downstream of the end of STP R-3



- Notes:
1. Rock gradation shall meet IDOT requirements for GRAD. NO. 4 riprap, quality designation "A", or as designated by engineer.
 2. Stone Toe 200 ft. @ 0.75 Tons / Ft. average
 Keys 3 @ 11 Tons Each
 Total Rock Amount (Estimate): 183 Tons
 3. Key shall be constructed so that the vertical section remains embedded in the existing stream bank.
 4. Location Left side of streambank looking downstream.

Landowner	City of Bloomington	Stream	Trib 2 Lake Evergreen	Location	Sec. 18 T25N R2E	McLean County, IL
<div style="display: flex; justify-content: space-between;"> <div> <p>Designed <u>Wayne Kinney</u> 1/3/19</p> <p>Drawn <u>M. GUINONES</u> 2/08</p> <p>Checked _____</p> <p>Approved _____</p> </div> <div style="text-align: center;"> <p>USDA NRCS</p> <p>Natural Resources Conservation Service</p> </div> <div> <p>STREAM BANK STABILIZATION</p> <p>STONE TOE PROTECTION</p> </div> </div>						



Key	Sta.	h ₁	W ₁	Level Crest El.
1	8+75	6.0	2.0	102.5
2	9+25	6.0	2.0	102.5
3	9+75	6.0	2.0	102.5

NOTE: Reach 5

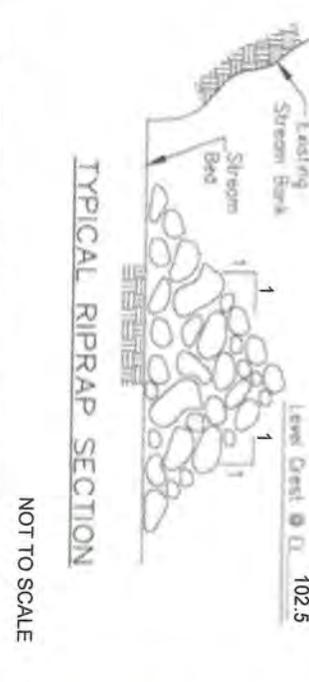
Benchmark El. 100.00

Description

Downstream Riffle Elevation

Beginning Sta. Description

Approx. 100 ft. downstream of STP R-4



- Notes:
1. Rock gradation shall meet IDOT requirements for GRAD. NO. 4 riprap, quality designation "A", or as designated by engineer.
 2. Stone Toe 100 ft. @ 0.75 Tons / Ft. average
Keys 3 @ 11 Tons Each
Total Rock Amount (Estimate): 108 Tons
 3. Key shall be constructed so that the vertical section remains embedded in the existing stream bank.
 4. Location Right side of streambank looking downstream.

Landowner: _____ City of Bloomington

Stream: Trib 2 Lake Evergreen

Location: Sec. 18 T25N R2E McLean County, IL

Drawing No. WENG-152

Sheet 1 of 1

**STREAM BANK STABILIZATION
STONE TOE PROTECTION**



Date: 1/3/19

Designed: Wayne Kinney

Drawn: M. QUINONES

Checked: _____

Approved: _____

Stone Toe Protection

Lake Evergreen

T25N, R2E Sec. 18

McLean County, IL



INTERGOVERNMENTAL AGREEMENT 2018-2021

This agreement is entered into as of this 1st day of October 2018, by and between the City of Bloomington, Town of Normal and County of McLean (hereinafter referred to as the "City", "Town" and "County") and the McLean County Soil and Water Conservation district (hereinafter referred to as the "District").

A. Purpose of This Agreement:

The purpose of this agreement is to establish a framework for the continuing administration and implementation of the McLean County Watersheds Management Program, hereafter referred to as the "Program" prepared by the District, and include 1) maintenance and improvement of Lake Bloomington and Evergreen Lake water quality through implementation of the watershed management plans; 2) assistance to the City, Town and County in obtaining grant funding for watershed management projects; and 3) facilitate the review, updates and modifications of the watershed plans.

B. Period of Agreement:

The period of this agreement commences October 1, 2018 and ends October 1, 2021.

C. Payment:

The City, Town and County shall pay the District the following amounts for services:

- a. The first year of the agreement (2018) payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County, by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- b. The second (2nd) year of the agreement (2019), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.
- c. The third (3rd) year of the agreement (2020), payments of \$70,000 shall be made by the City, \$10,000 by the Town and \$10,000 by the County by the first (1st) week of October, pending the receipt of invoices from the District by the 20th day of the preceding month.

D. Description of Services:

The District shall:

- Promote agricultural and conservation practices in the Lake Bloomington and Evergreen Lake watersheds via newsletters, news releases, social media, field days and demonstration sites.
- Work closely with producers in the Lake Bloomington and Evergreen Lake watersheds to continue nutrient management and conservation practices.
- Promote Best Management Practices (BMP) such as waterways, filter strips, nutrient management, conservation tillage, stream bank stabilization, wetlands and cover crops, through available federal and state cost share programs to producers in the Lake Bloomington and Evergreen Lake watersheds.

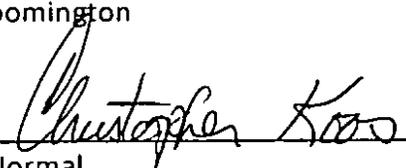
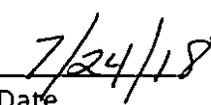
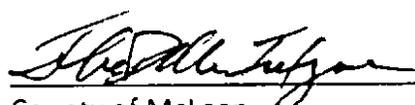
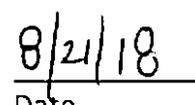
- Act as a liaison between conservation groups and funding agencies such as, The Nature Conservancy, Association of Illinois Soil & Water Conservation Districts, Illinois Environmental Protection Agency, Natural Resource Conservation Service, Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau and Friends of EverBloom.
- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors and Army Corp of Engineers to ensure successful implementation of projects and grants.

E. Indemnification and Hold Harmless:

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. Additional Agreements:

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.

_____	_____
City of Bloomington	Date
	
_____	_____
Town of Normal	Date
	
_____	_____
County of McLean	Date
	
_____	_____
McLean County Soil and Water Conservation District	Date

Illinois Department of Natural Resources, Ecology Action Center, Parklands, McLean County Farm Bureau, and Friends of EverBloom.

- Provide annual status reports of the implementation of the Watershed Plans to Bloomington, Normal, and the McLean County.
- Prepare an update for both the Evergreen Lake and Lake Bloomington Watershed Plans.
- Work with Illinois State University to continue the valuable partnership between students, researchers, faculty to continue to improve water quality.
- Serve as liaison between all parties with lake shoreline and streambank stabilization projects. Work closely with consultant, contractors, and Army Corp of Engineers to ensure successful implementation of projects and grants.

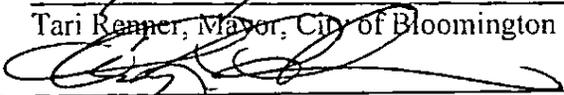
E. Indemnification and Hold Harmless:

The District shall save and hold the City, Town and County, (including its officials, agents and employees) free and harmless from all liability, public or private penalties, contractual or otherwise, losses, damages, costs, attorney's fees, expenses, causes of action, claims and judgments, resulting from claimed injury, damage, loss or loss of use to for any person, including natural persons and any other legal entity or property of any kind (including, but not limited to choices in action) arising out of or in any way connected with the performance under this agreement, for any costs, expenses, judgments, and attorney's fee paid or incurred or paid for on behalf of the City, Town and/or County, and/or its agents and employees, by insurance provided by the aforementioned government bodies.

F. Additional Agreements:

This agreement may be modified by mutual consent of the parties hereto and agreed to in writing and does not preclude separate agreements between the District and individual units of government for additional services.



Tari Renner, Mayor, City of Bloomington


Attest Signature

July 24, 2018

Date

Town of Normal

Date

County of McLean

Date

McLean County Soil and Water Conservation District

Date

PREVIOUS T2 STABILIZATION PROJECT LOCATIONS

Lake Evergreen Tributary 2 Rock Riffle Project

T25N, R2E, Sec. 18

McLean County, IL





CONSENT AGENDA ITEM NO. 7G

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of the Purchase one (1) 2019 Ford F-250 truck from Currie Motors of Frankfort, IL, using the Northwest Suburban Purchasing Contract (Contract #178, expires 7/17/19), in the amount of \$32,406, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Purchase of a 2019 Ford F-250 truck be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: Public Works is recommending the purchase of one 2019 Ford F-250 truck, in the amount of \$34,406, in order to replace a vehicle lost in a fire. On March 10, 2019, the Lake Bloomington Maintenance building caught fire and burned to the ground. Unit LB16, a Ford F-250, was parked inside the building and was a total loss as a result of the fire.



Staff used this unit daily in order to perform maintenance tasks. It was also used to plow snow around the lake and in parking lots maintained by the City. Disposal of the old unit will be handled by the insurance company. The City is working with the insurance company for possible reimbursement for the lost equipment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Lake Bloomington Maintenance Division of the Public Works Department has not budgeted for the replacement of this unit. The total cost to purchase the 2019 Ford F-250 is \$32,406, and it will be paid out of the Lake Maintenance-Capital Outlay Licensed Vehicle account (50100140-72130-60000). The City is working with our insurance provider to recover funds due to loss of equipment and the building.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

Rob Krones, Superintendent of Fleet
Brett Lueschen, Operations Manager
Michael Hill, Management Analyst

Reviewed By:

Jim Karch, P.E., MPA, Director of Public Works

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager

Legal Review By:

Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



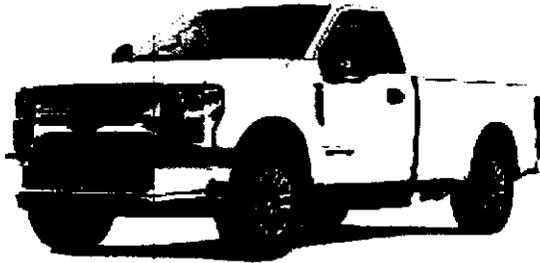
Tim Gleason
City Manager

Attachments:

- PW 6B ORDER FORM LB16 TRUCK REPLACEMENT 04222019



**2019 FORD F-250
XL 4X2 PICK UP
Contract# 178**



Currie Motors Fleet

"Nice People to Do Business With"

Your Full-Line Municipal Dealer

Order Cut-Off:

08/02/19

Contract #178



Currie Motors Frankfort
SPC Contract Winner
2019 FORD F-250
XL 4x2 PICK UP

Standard Package: \$21,911.00

Warranty 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

6.2L 2 Valve Gasoline SOHC V-8
(Flex Fuel)
6-Speed Automatic w/ Select Shift
4-Wheel Disc Brakes
Front/Rear Black Painted Bumpers
Solar Tint Glass
Tailgate-Removable w/ Key Lock
3-Blink Lane Change Signal
Front Tow Hooks
Trailer Tow Package
Trailer Sway Control
17" Argent Steel Wheels
5 - LT245/75R17EBSW Tires
8' Bed Pickup Box Lamp
157 Amp Heavy Duty Alternator
650 CCA 72AH Battery

Oil minder System
Twin I-Beam Front Axle w. coil spring
suspension
H.D. Gas Shock Absorbers
Front Stabilizer Bar
Air Conditioner – Manual
Dome Lamp
AM/FM/Clock
Manual Door Locks & Windows
Intermittent Windshield Wiper
Advance Trac with Roll Stability Control
Driver and Passenger Front & Side
Airbag/Curtain
Passenger Side Deactivation Switch
Free delivery within 50 miles of dealership

Contract #178



Options – Body Style

<input type="checkbox"/>	Super Cab with 6 ¾' Bed	1849.00
<input type="checkbox"/>	Crew Cab with 6 ¾' Bed	3055.00
<input type="checkbox"/>	8' Bed on Super/Crew Cab	262.00
<input type="checkbox"/> 66D	Pick Up Box Delete (Spare Tire Optional)	-575.00

Options – Powertrain

<input checked="" type="checkbox"/>	6.2L V8 with 6-speed Automatic	N/C
<input type="checkbox"/>	6.7L OHV Power Stroke Diesel	8391.00
<input checked="" type="checkbox"/>	4x4- Includes Electronic Shift on the Fly	2753.00
<input checked="" type="checkbox"/>	Limited Slip Axle	359.00
<input type="checkbox"/> 98F	Gaseous Prep (does not include Conversion)	289.00
<input type="checkbox"/> 62R	PTO Provision	257.00
<input type="checkbox"/> 21M	Manual Locking Front Hubs-requires 4x4 Option	N/C
<input type="checkbox"/> 41H	Engine Block Heater	92.00
<input type="checkbox"/>	Engine Idle Shut Down (N/A with reverse sensing) Duration Minutes	231.00
<input type="checkbox"/> 67B	Dual Extra Duty Alternators (requires Diesel Motor)	105.00
<input type="checkbox"/> 67E	Extra Heavy Duty Alternator	78.00
<input type="checkbox"/> 98R	Operator Command Regeneration (requires Diesel Motor)	231.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor	935.00
<input type="checkbox"/>	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep	1945.00
<input type="checkbox"/>	6 Year /60,000 Premium Care Warranty 4x4 Gasoline Motor with Snow Plow Prep	2120.00
<input type="checkbox"/>	6 Year /100,000 Premium Care Warranty 4x4 Gasoline Motor with Snow Plow Prep	2965.00

Options – Wheels/Tires

<input type="checkbox"/> TBK	LT245/75Rx17E BSW A/S (4x2)	STD
<input checked="" type="checkbox"/> TD8	LT245/75Rx17E BSW A/S Plus (4x4)	STD
<input type="checkbox"/> TBM	LT245/75Rx17E BSW A/T	152.00
<input type="checkbox"/> TDX	LT275/70Rx18E BSW A/T Plus (Requires 17S STX Appearance Pkg)	152.00
<input type="checkbox"/> 512	Full Size Spare with Box Delete Option	272.00
<input type="checkbox"/> 51X	Spare Tire Delete for Pick Up	-73.00



Options - Functional

<input type="checkbox"/>	41P	Skid Plates-Not Available with 66D Box Delete	92.00
<input type="checkbox"/>	874	Ultimate Trailer Tow Camera System <ul style="list-style-type: none"> ▪ Rear View Camera ▪ Rear CHMSL Camera ▪ 360° Camera System ▪ Reverse Guidance Requires Power Equipment Group, XL Value Group, & SYNC 3	653.00
<input type="checkbox"/>	592	LED Roof Marker Lights	88.00
<input type="checkbox"/>	85G	Tailgate Step-N/A with 66D Box Delete	345.00
<input checked="" type="checkbox"/>	85S	Tough Bed Spray-In Liner- NA 66D Box Delete	496.00
<input type="checkbox"/>	43B	Rear Defroster (requires Privacy Glass and 90L Power Group)	56.00
<input type="checkbox"/>	924	Privacy Glass (requires 43B and 90L)	27.00
<input checked="" type="checkbox"/>	52B	Trailer Brake Controller	249.00

Options - Groups/Packages

<input checked="" type="checkbox"/>	96V	XL Value Package <ul style="list-style-type: none"> ▪ Cruise Control ▪ AM/FM/MP3/SYNC/Clock NA with 17S	920.00
<input type="checkbox"/>	17S	STX Appearance Package <ul style="list-style-type: none"> ▪ Bright Chrome Grille ▪ Chrome Front / Rear Bumpers ▪ STX Vent Badge ▪ 18" Sparkle Cast Aluminum Wheels (SRW Only) ▪ LT275/65Rx18E BSW Tires ▪ Speed Control 	1555.00
<input checked="" type="checkbox"/>	90L	Power Equipment Group <ul style="list-style-type: none"> ▪ Heated power mirrors with integrated clearance lamps/turn signals ▪ Perimeter Alarm ▪ Accessory Delay ▪ Power Windows/Locks/Tailgate Lock ▪ Remote Keyless ▪ Upgraded door trim 	<input checked="" type="checkbox"/> Regular Cab: 841.00 <input type="checkbox"/> Crew/Super: 1035.00
<input type="checkbox"/>	17X	Fx4 Off Road Package <ul style="list-style-type: none"> ▪ Hill Descent Control ▪ Rancho Branded Shocks ▪ Transfer Case & Fuel Tank Skid Plates N/A with Pickup Box Delete	368.00

Contract #178



	Requires 4x4, All Terrain Tires and Locking Differential	
<input checked="" type="checkbox"/> 473	Snow Plow Prep Package (Requires 4x4) <ul style="list-style-type: none"> ▪ Upgraded Front Springs ▪ Extra Heavy-Duty Alternator 	171.00
<input type="checkbox"/> 47B	Snow Plow/Camper Package <ul style="list-style-type: none"> ▪ Upgraded front springs for snow plow ▪ Extra Heavy Duty Alternator ▪ Rear Auxiliary Springs ▪ Rear Stabilizer Bar (SRW Only) ▪ Slide-In Camper Certification 	225.00
<input type="checkbox"/> 535	F250 Trailer Tow Package – High Capacity (Requires Diesel Motor) <ul style="list-style-type: none"> ▪ Increased GCW to 25700 LBS ▪ Max Front Springs 	1039.00
<input type="checkbox"/> 67H	Heavy Service Front Suspension – Heavy Service Front Springs	115.00

Options – Interior

<input checked="" type="checkbox"/> 43C	110V/400W Outlet	69.00
<input type="checkbox"/>	XLT Package – Regular Cab \$3982.00/Super cab/Crew \$4294.00	
<input type="checkbox"/> 41A	Rapid Heat Supplemental Cab Heater (requires Diesel Motor)	231.00
<input type="checkbox"/> 18A	Up fitter Interface Module for PTO Programming	272.00
<input type="checkbox"/> 87S	Ford Pass Connect Wi-Fi® hotspot connects up to 10 devices1 – Remotely start, lock and unlock vehicle2 – Schedule specific times to remotely start vehicle2 – Locate parked vehicle2 – Check vehicle status2 reqs. SYNC® 3 (913)	207.00
<input type="checkbox"/> 76Z	Advanced Security Pack <ul style="list-style-type: none"> ▪ Securilock ▪ Passive Anti-Theft ▪ Inclination/Intrusion Sensors Requires 90L Power Equipment Group	56.00
<input checked="" type="checkbox"/> 66S	Upfitter Switches	152.00
<input type="checkbox"/> 76S	Remote Start (Requires Power Equipment Group)	231.00
<input type="checkbox"/> 913	SYNC3 (Requires Ultimate Tow Camera)	415.00
<input type="checkbox"/>	Carhart Seat Covers Front Seats-Loose Ship	198.00

Options – Exterior

<input type="checkbox"/> 60B	BLIS® (Blind Spot Information System) with Cross-traffic Alert and Trailer Tow (BLIS® sensor in tail lamp) (Reqs. Power	496.00
------------------------------	---	--------

Contract #178



	Equipment	
	Group (90L) on XL; N/A with Pickup Box Delete (66D)	
<input checked="" type="checkbox"/> 873	Rear CHMSL Camera-Displays in Center Stack (Requires XL Value Package or 585 AM-FM CD Radio)	184.00
<input type="checkbox"/> 872	Camera Prep Package for Box Delete	381.00
<input type="checkbox"/> 66B	Box Link – 4 Premium Locking Cleats N/A with Box Delete	69.00
<input type="checkbox"/> 76R	Reverse Sensing System-NA with 66D Box Delete	225.00
<input type="checkbox"/> 53W	5 th Wheel Gooseneck Prep	460.00
<input checked="" type="checkbox"/> 18B	Platform Running Boards	<input checked="" type="checkbox"/> Regular Cab 295.00 <input type="checkbox"/> Super / Crew cab 409.00
<input type="checkbox"/> 66L	LED Box Lighting-NA with 873 CHMSL Rear Camera	56.00

Options – Fleet

<input type="checkbox"/> 39S	Sirius XM Radio-requires 585 Radio or SYNC 3	415.00
<input type="checkbox"/> 17F	XL Décor Group-Includes Chrome Front/Rear Bumpers	203.00
<input type="checkbox"/> 525	Cruise Control	216.00
<input checked="" type="checkbox"/> 942	Daytime Running Lights	41.00
<input type="checkbox"/> 556	Driver Passenger Side Airbags/Curtain Delete N/A 10,000 LBS or Less GVWR-NA with 557	-180.00
<input type="checkbox"/> 557	Front Passenger & Side Airbags/Curtains delete N/A 10,000 LBS or Less GVWR –NA with 556	-180.00
<input type="checkbox"/> 585	AM/FM/SYNC	507.00
<input type="checkbox"/> 87T	Ford Telematics	736.00

Options – Accessories

<input type="checkbox"/> 52R	Stow / Load Ramps-NA with 66D Box Delete	640.00
<input type="checkbox"/>	Weather Tech Front Row Liners	150.00
<input type="checkbox"/> 91S	LED Warning Strobes-NA with LED Box Light	621.00
<input type="checkbox"/> 85L	Drop-In Bed Liner-NA with 66D Box Delete	323.00
<input type="checkbox"/> 61M	Wheel Well Liner-NA with 66D Box Delete	165.00
<input type="checkbox"/> 85M	Bed Mat-NA with 66D Box Delete	139.00
<input checked="" type="checkbox"/> 61S	Front/Rear Splash Guards-NA with 66D Box Delete	139.00
<input checked="" type="checkbox"/> 76C	Back Up Alarm	128.00
<input checked="" type="checkbox"/>	Rustproofing –Does Not Include Sound Shield	295.00
<input checked="" type="checkbox"/>	4 Corner Strobes (Requires Upfitter Switches)	895.00
<input type="checkbox"/>	8' Steel Service Body – White Finish	6133.00
<input checked="" type="checkbox"/>	7'6" Western Snow Plow <i>Truck side only</i>	5277.00
<input type="checkbox"/>	8' Western Snow Plow	5277.00
<input type="checkbox"/>	8'-6" Western Snow Plow	5366.00
<input type="checkbox"/>	7'6" Boss Snow Plow	5191.00

2333.00



<input type="checkbox"/>	8' Boss Snow Plow	5277.00
<input type="checkbox"/>	8' -6" Boss Snow Plow	5366.00
<input type="checkbox"/>	Hand Held Controller (Requires Plow)	90.00
<input type="checkbox"/>	Snow Deflector (Requires Plow)	276.00
<input type="checkbox"/>	Detailed CD Rom Shop Manual	295.00
<input checked="" type="checkbox"/>	Delivery Charge Over 50 Miles	175.00
<input type="checkbox"/>	License & Title – M Plates (Shipped)	203.00

Exterior

<input type="checkbox"/>	AT-Yellow	608.00
<input type="checkbox"/>	BY-School Bus Yellow	608.00
<input type="checkbox"/>	D1-Stone Gray	N/C
<input type="checkbox"/>	E4-Vermillion	608.00
<input type="checkbox"/>	GR-Green	608.00
<input type="checkbox"/>	J7-Magnetic	N/C
<input type="checkbox"/>	PG&E Blue	608.00
<input type="checkbox"/>	MB-Orange	608.00
<input type="checkbox"/>	N1-Blue Jeans Metallic	N/C
<input type="checkbox"/>	PQ-Race Red	N/C
<input type="checkbox"/>	UM-Agate Black	N/C
<input type="checkbox"/>	UX-Ingot Silver	N/C
<input type="checkbox"/>	W6-Green Gem	608.00
<input checked="" type="checkbox"/>	Z1-Oxford White	N/C

Interior

<input checked="" type="checkbox"/>	Steel 40/20/40 Vinyl	STD
<input type="checkbox"/>	Steel 40/20/40 Cloth	92.00
<input type="checkbox"/>	Steel 40/Console/40 Vinyl-No Armrest Included (Regular Cab Only)	327.00
<input type="checkbox"/>	Steel 40/Console/40 Cloth- No Armrest Included	473.00



Title Name _____
Title Address _____
Title City _____
Title Zip Code _____
Contact Name Rob Krones
Phone Number 309-434-2296
Purchase Order Number _____
Fleet Identification Number _____
Tax Exempt Number E9994-9903-07
Total Dollar Amount \$ 32,406.00
Total Number of Units 1
Delivery Address 336 south main st
Bloomington IL 61702

***Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

*Currie Motors Fleet
10125W Laraway
Frankfort, IL 60423
PHONE: (815)464-9200
Tom Sullivan Curriefleet@gmail.com
Kristen De La Riva Fleetcurrie@gmail.com*

****Fleet Status is accessible by registering at www.fleet.ford.com. Please provide FIN Code at time of order to track your order times.***

****Title Corrections will be Billed Appropriate Assessed Fees by the Sec. of State***

Contract #178



CONSENT AGENDA ITEM NO. 7H

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of the Purchase one (1) 2019 Bobcat 5600 from Clark Equipment Company of West Fargo, ND, using the Sourcewell contract (Contract #042815-CEC, expires 5/19/20), in the amount of \$56,643.80, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Purchase of a 2019 Bobcat 5600 be approved, and the Procurement Manager be authorized to issue a Purchase Order.

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

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

BACKGROUND: Public Works is recommending the purchase of one 2019 Bobcat 5600, in the amount of \$54,643.80, in order to replace a vehicle lost in a fire. On March 10, 2019, the Lake Bloomington Maintenance building caught fire and burned to the ground. Unit LB12, a 2017 Bobcat 5600, was parked inside the building and was a total loss as a result of the fire.



Staff uses this unit daily in order to perform maintenance tasks. It is used year round in Lake Bloomington parks, the maintenance facility, and the water treatment plant. The purchase includes a pallet fork attachment, which was also damaged in the fire. All other attachments were stored outside the building and were not damaged. Disposal of the old unit will be handled by the insurance company. The City is working with the insurance company for possible reimbursement for the lost equipment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Lake Bloomington Maintenance Division of the Public Works Department has not budgeted for the replacement of this unit. The total cost to purchase the 2019 Bobcat 5600 is \$56,343.80, and it will be paid out of the Lake Maintenance-Capital Outlay Equipment Other than Office account (50100140-72140-60000). The City is working with our insurance provider to recover funds due to loss of equipment and the building.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Rob Krones, Superintendent of Fleet
Brett Lueschen, Operations Manager
Michael Hill, Management Analyst

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

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:

- PW 7B ORDER FORM LB12 BOBCAT REPLACEMENT 04222019



Bobcat

Product Quotation

Quotation Number: JLK-04154v1

Date: 2019-03-12 09:14:21

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

Description	Part No	Qty	Price Ea.	Total
Bobcat 5600 Adjustable Vinyl Seats All-Wheel Steer Automatically Activated Glow Plugs Auxiliary Hydraulics <ul style="list-style-type: none"> Variable Flow with dual direction detent Beverage Holders Bob-Tach Boom Float Cargo Box Support Cruise Control Deluxe Operator Canopy includes: <ul style="list-style-type: none"> Front Window, Rear Window , Front Wipers, and Electrical Power Port Lower Engine Guard Limited Slip Transaxle Engine and Hydraulic Monitor with Shutdown Front Work Lights Full-time Four-Wheel Drive Horsepower Management <ul style="list-style-type: none"> Roll Over Protective Structure (ROPS) . Meets Requirements of SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) . Meets Requirements of SAE-J1043 & ISO3449, Level I Dome Light	M1221	1	\$45,528.56	\$45,528.56
Hydraulic Dump Box Instrumentation: <ul style="list-style-type: none"> Hour meter, Job Hours, Speedometer, Tachometer, Fuel Gauge, Engine Temperature Gauge, and Warning Lights Joystick, Manually Controlled with Lift Arm Float Lift Arm Support Parking Brake, automatic Power Steering with Tilt Steering Wheel Radiator Screen Rear Receiver Hitch Seat Belts, Shoulder Harness Spark Arrestor Muffler Suspension, 4-wheel independent Tires: 27 x 10.5-15 (8 ply), Lug Tread Toolcat Interlock Control System (TICS) Two-Speed Transmission Machine Warranty: 12 Months, unlimited hours Bobcat Engine Warranty: Additional 12 Months or total of 2000 hours after initial 12 month warranty				
Deluxe Road Package Backup Alarm Turn Signals Flashers Tail Lights Brake Lights Rear View Mirror	M1221-P01-C01	1	\$1,945.68	\$1,945.68
Cab Enclosure with Heater & Air Conditioning High Flow Package Keyless Ignition Attachment Control Power Bob-Tach Radio Option	M1221-R02-C03 M1221-R03-C02 M1221-R06-C02 M1221-R08-C02 M1221-R12-C02 M1221-R15-C02	1 1 1 1 1 1	\$4,076.16 \$1,273.36 \$268.40 \$167.20 \$879.12 \$390.72	\$4,076.16 \$1,273.36 \$268.40 \$167.20 \$879.12 \$390.72
	Side Mirrors Horn Lower Engine Guard Rear Work Lights Headlights			

Traction Control	M1221-R16-C02	1	\$435.60	\$435.60
Interior Trim	M1221-A01-C05	1	\$171.60	\$171.60
4K Heavy Duty Pallet Fork Frame	7294305	1	\$300.20	\$300.20
--- 48" 4K Heavy Duty Pallet Fork Teeth	6540182	1	\$224.20	\$224.20

Total of Items Quoted	\$55,660.80
Freight Charges	\$983.00
Quote Total - US dollars	\$56,643.80

Notes: To Place order contact Chuck at Bobcat of Bloomington. 309-275-6434
bobcatchuck@hotmail.com
 Current ETA would be Mid May as of 3-12-19

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

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

ORDER ACCEPTED BY:

 SIGNATURE _____
 DATED

 PRINT NAME AND TITLE _____
 PURCHASE ORDER #

SHIP TO ADDRESS: _____

BILL TO ADDRESS (if different than Ship To): _____





CONSENT AGENDA ITEM NO. 71

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Human Resources

SUBJECT: Consideration of the Arthur J. Gallagher Proposal for Insurance Coverage and Insurance Broker Services, for the City's liability insurance, at a cost of \$827,400, for the period between from May 1, 2019 through April 30, 2020, as requested by the Human Resources Department.

RECOMMENDATION/MOTION: The Arthur J. Gallagher Proposal of Insurance, in the amount of \$827,400 for service from May 1, 2019 through April 30, 2020, be approved, the City Manager be authorized to execute any necessary documents, and the Purchasing Agent 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 services.

BACKGROUND: Arthur J. Gallagher (AJG) has served as the City's Insurance Broker since 2010. AJG is responsible for researching the insurance market and purchasing the City's Property, Liability, Excess Liability, and Excess Workers' Compensation Insurance.

Services from AJG covered under this proposal include:

- Prepare Renewal Strategy Plan for Client and Risk Management Consultant.
- Prepare Renewal Spreadsheets and Forms. Obtain renewal information from the Client and Consultant.
- Produce comprehensive submissions, based on underwriting data completed and present to each selected market.
- Provide the Client and Risk Management Consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame.
- Market/Place/Bind coverage as instructed by the Client and the Risk Management Consultant.
- Arrange for binders to be prepared and delivered to the Client and copied to the Risk Management Consultant.
- Review the accuracy of all policies and obtain corrections where needed in a timely manner.
- Distribute copies of policies to both the Client and the Risk Management Consultant.
- Process endorsement requests with carriers as requested by the Client and the Risk Management Consultant.
- Arrange for issuance of Auto ID Cards and Certificates of Insurance (within 24 hours) as requested by the Client.
- Act as liaison if necessary between Claims TPA/Insurance Carrier(s) and Client.

- Prepare for and attend meetings, as requested by the Client or Risk Management Consultant.
- Review Insurance Contracts/Vendor Certificates as requested.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Insurance Broker Service fee for May 1, 2019-April 30, 2020 is \$38,625, included in the overall cost of coverage and brokerage service of \$827,400. Funds are included in the FY 2020 Budget under the Casualty Insurance Fund accounts and will be paid as follows:

1. Other Professional & Technical Services account (60150150-70220) for \$38,625.
2. Workers Compensation Premium account (60150150-70702) for \$278,897.
3. Liability Insurance Premium account (60150150-70703) for \$360,057.
4. Property Insurance Premium account (60150150-70704) for \$149,821.

If approved a budget transfer to move \$16,579 from the Liability Insurance Premium account (60150150-70703) to the Property Insurance Premium account (60150150-70704) will be processed. Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 124.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Nicole R. Albertson, Human Resources Director

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- HR 1B STRUCTURE CHART GALLAGHER
- HR 1C RENEWAL LETTER GALLAGHER
- HR 1D PROPOSAL OF INSURANCE



NUGENT CONSULTING, LLC
INSURANCE & RISK MANAGEMENT CONSULTING

April 3, 2019

Ms. Nicole Albertson
City of Bloomington
109 E. Olive Street
Bloomington, IL 61701

Re: Insurance Coverage Renewal

Dear Nicole:

In preparation for the 2019 insurance renewal we met last November to get the process underway. I suggested we negotiate with the incumbent insurers and direct Gallagher (broker) to do limited marketing of the program where we saw opportunities or concerns.

The two years have produced unprecedented storm activity in the US. This has put pressure on property rates with Midwest averages in the 5% range.

The attached spreadsheets provide the comparison of costs and coverage. The overall cost is increasing just under 2% with most of the increase driven by payroll increase. Over all we were able to get flat rates in an environment where insurers are looking for rate increases.

I recommend the City Council approve the insurance program as proposed and extend the Gallagher contract for one year.

Sincerely,

Michael D Nugent

Cost Summary						
2019 Renewal Costs						
April 3, 2018						
	2015 / 2016	2016 / 2017	2017 / 2018	2018 / 2019	2019 / 2020	
Property	\$ 102,424	\$ 125,113	\$ 111,438	\$ 116,069	\$ 116,286	
UST	\$ 4,044	\$ 3,850	\$ 3,850	\$ 5,748	\$ 5,035	
Excess Liability	\$ 59,905	\$ 66,339	\$ 30,665	\$ 31,326	\$ 33,263	
Crime	\$ 7,186	\$ 7,544	\$ 7,544	\$ 7,544	\$ 7,544	
Excess WC	\$ 265,315	\$ 279,562	\$ 271,004	\$ 270,774	\$ 278,897	
Primary Liability	\$ 295,740	\$ 304,776	\$ 298,397	\$ 320,301	\$ 326,794	
Cyber	\$ 21,515	\$ 21,515	\$ 21,561	\$ 20,949	\$ 20,956	
Broker Fee	\$ 38,625	\$ 38,625	\$ 38,625	\$ 38,625	\$ 38,625	
Total	\$ 794,754	\$ 847,324	\$ 783,084	\$ 811,336	\$ 827,400	
Property Limit	\$ 305,917,051	\$ 346,282,377	\$350,838,485	\$393,702,636	\$395,197,302	
Total Liability Limit	\$ 21,000,000	\$ 21,000,000	\$ 21,000,000	\$ 21,000,000	\$ 21,000,000	
Crime Limit	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	\$ 2,000,000	
Property Deductible	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	
Liability Self-insured Re	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 125,000	
Crime Deductible	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	
WC SIR - Police / Fire	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 550,000	
WC Sir - All Other Empl	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	\$ 450,000	



Proposal of Insurance

City of Bloomington

109 E. Olive Street
Bloomington, IL 61701

Presented: March 29, 2019 to Mr. Mike Nugent, City Consultant

Effective: May 1, 2019

Walt Larkin

Area Executive Vice President

Arthur J. Gallagher Risk Management Services, Inc.

2850 Golf Road

Rolling Meadows, IL 60008

(630) 773-3800

Walt_Larkin@ajg.com



ajg.com

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Gallagher

Insurance | Risk Management | Consulting

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Executive Summary/Exposure History

Arthur J. Gallagher Risk Management Services, Inc. appreciates the opportunity to present this proposal for your consideration.

Recommended Renewal Program

Package - BRIT

Responses received from the market place indicate that even with this year's increase the BRIT program remains extremely competitive.

The premium for BRIT's Package has increased by 2% or from \$308,976 to \$315,375 (not inclusive of taxes). This increase was due to market conditions, and increased exposures. BRIT continues to provide a loss fund of \$590,000 with \$1,000,000 aggregate protection excess the loss fund.

BRIT is also providing limits of \$10,000,000 each coverage tower. They are also including both TRIA and Non TRIA (full terrorism) Liability and Property Coverage. In addition the carrier will also include TRIA for Workers Compensation (Excludes EL). They will continue to provide a \$50,000 buffer layer for the City's self-insured Workers Compensation coverage. This buffer layer reduces the City's retention to \$450,000 for all class codes and \$550,000 for Police, Firefighters, and EMT's.

Lloyd's has offered an all lines aggregate (includes the WC Buffer Layer). By including all lines in the Package this would ensure clash coverage for the City.

- Loss Fund for the third-party – Remained at \$590,000
- The Lloyd's program will provide **\$5,000** cash allocation for loss control services. Specific guidelines must be met and approved by Brit Prior to reimbursement. Please see proposal for details.
- Lloyd's offers free web-based risk management services, including various web-based training courses for 30 areas of risk management. The website is www.in2vate.com.
- Workers Compensation Buffer Layer \$50,000 limit excess \$450,000/\$550,000. See proposal for details.
- Sexual Abuse and Sexual Harassment are covered.
- Dams are covered for General Liability Coverage.
- Coliseum, theatre, and clinic are covered for Property and General Liability coverages.
- Lloyd's provides Clash coverage; highest SIR applies (Does not apply to Terrorism).
- Please note the information required subject to binding coverage.
- Lloyd's APD per occurrence limit (subject to sublimits) \$950,000 (xs \$50,000 SIR)
- Lloyd's Property per occurrence limit \$975,000 (xs \$25,000 SIR)
- Lloyd's Liability per occurrence limit \$10,000,000/\$10,000,000 annual aggregate (xs \$125,000 SIR)
- Lloyd's (Brit) continues to include the Property Terrorism at \$1,000,000 and Liability Terrorism at \$20,000,000 in the package therefore providing a cost savings to the city.
- Automatic Acquisition for newly purchased vehicles and contractors equipment

We did approach alternative markets. Unfortunately, there were insurers willing to provide similar coverages but not at the premium level of this year's renewal offered by BRIT.

We approached AIX. This carrier has almost the same program structure as BRIT. AIX premium quoted was very close to the BRIT premium however they cannot offer loss control reimbursement funds or provide full terrorism. Also retro dates for claims made policies could not be confirmed. The carrier also cannot provide the full \$10M limit each coverage tower as the SIR is inclusive of the limit therefore the limit would be \$9,875,000. For this reason we recommend staying with BRIT.

We also approached Safety National and they responded that they could not be complete as they could only quote the liability portion of the risk.

Excess Property

Fireman's Fund continues to cover the Property on an agreed amount basis with no margin clause. They are also providing full limits for over the road coverage. Fireman's Fund (Allianz Global Specialty Group) has provided a quote with a flat rate at .02679. This is an extremely competitive rate as we have noted that many excess property carriers are increasing their rates by as much as 15%.

Excess Liability

\$11,000,000 in Excess Liability coverage with StarStone at very competitive terms – a slight premium increase due to underlying carrier, BRIT increased terms. In addition the city’s GOE and employee count has increased slightly

Excess Workers Compensation

Safety National is offering terms in the second year of a two year policy term at rate \$0.5765. The premium increased as the payrolls increased for this term.

Crime

Hanover Group – 1st year of a three year policy-therefore renewal premium remained flat for this upcoming 3 year term.

Boiler & Machinery

- Travelers Insurance Co is offering a flat rate as the policy. This is a 1st year of a 3 year term.
- \$150,000,000 limits
- \$10,000 deductible
- Coverage outline is included in the Coverage Highlights section of the proposal.

Cyber Liability

Ace American Insurance Company offered a flat rate renewal. The premium increased slightly due to increased revenues from last year. This is Full Prior Acts coverage.

Rating Basis: 2019 revenues \$105,830,062 vs 2018 revenues \$105,314,471 or 1% increase

In addition, effective this renewal term, the carrier added the following coverages at no additional cost to the city:

Renewal Changes:

Added: \$2M of Contingent BI

Added: ADDITIONAL INSURED - BLANKET PURSUANT TO A CONTRACT

Added: TERMINATION AMENDED - NON CANCELABLE EXCEPT NONPAYMENT OF PREMIUM

Added: GENERAL ENHANCEMENT ENDORSEMENT – CYBER

Added: Non-Malicious Computer Act – System Failure – Business Interruption - Sublimit

Pollution and Cleanup Costs for City owned Storage Tanks

We are recommending the City move this coverage to Ace Insurance Company (admitted) as we received pricing \$3,390 less than the incumbent carrier, Colony Insurance Company. Ace also provides higher aggregate policy limits including defense costs. A \$5,000 deductible applies.

In closing, we are available at your convenience to discuss this proposal in greater detail. Thank you for the opportunity to be of service to the City.

In the following pages, we will demonstrate what makes our company the best fit for your insurance placement and risk management needs. Thank you again for allowing us to be your partner in this placement.

Walt Larkin

Katherine Bisceglia

Exposure History

Exposures	Year 2015	Year 2016	Year 2017	Year 2018	Year 2019	% Change
Total Premium (at time of binding renewal)	\$794,754	\$847,323	\$783,084	\$811,336	\$827,400	2%
Total Insurable Values (including vehicles)	\$306,917,057	\$347,282,377	\$342,051,568	\$393,702,636	\$395,197,302	3.8%
Emergency Vehicle Values – RC	\$10,686,250	\$10,251,474	\$10,481,164	\$10,816,002	\$11,001,960	1.7%
All Other Vehicles – ACV	\$13,681,595	\$15,598,688	\$19,275,363	\$16,718,443	\$17,627,151	5.4%
Number of Total Employees	584 Full Time 48 Part Time 364 Seasonal	591 FT 48 PT 300 Seasonal	547 FT 10 PT 360 Seasonal	587 FT 10 PT 360 Seasonal	657 FT 10 PT 369 Seasonal	12% 0% 0%
Number of Vehicles (excluding trailers)	319	313	315	339	317	-6.5%
Net Operating Expenditures	\$119,559,715	\$117,706,828	\$133,016,645	\$126,279,850	\$134,846,187	6.7%
Gross Operating Expenditures	\$149,993,054	\$152,004,649	\$172,828,599	\$170,203,280	\$172,482,021	1.3%
Number of Police	128 Sworn 51 Non-Sworn	128 Sworn 51 Non-Sworn	128 Sworn 31 Non-Sworn	128 Sworn 34 Non-Sworn	119 Sworn 34 Non-Sworn	-7% 0%
Tax Revenue	None	None	51 Non-Sworn None	None	None	N/A
Estimated Payrolls	\$46,875,356	\$47,040,576	\$45,600,559	\$46,968,576	\$48,377,635	3%
Population	76,610	76,610	76,610	76,610	76,610	0%
Firefighters – Full Time EMTs/Paramedics	112	121	122	119	119	0%
Bridges – City Maintained	30	30	30	30	30	0%
Clinics (Social Services)	1	1	0	0	0	0%
Dams	6	6	6	6	6	0%
Reservoirs	2	2	2	2	2	0%
Water Tanks	6	6	6	6	6	0%

Service Team

Walt Larkin has primary service responsibility for your company. We operate using a team approach. Your Service Team consists of:

NAME / TITLE	PHONE / ALT. PHONE	EMAIL	ROLE
Walt Larkin Area Executive Vice President	(630) 694-5254	Walt_Larkin@ajg.com	Account Executive
Katherine Bisceglia Client Service Manager Senior	(630) 285-4059	Katherine_Bisceglia@ajg.com	Account Manager - Client Servicing
Marissa Olszewski Client Service Manager Trainee	(630) 285-4252	Marissa_Olszewski@ajg.com	Client Servicing
Eric Pan Area President	(630) 285-4152 (630) 373-3742	Eric_Pan@ajg.com	Executive Management

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (630) 773-3800

Your Program



Named Insured

Named Insured Schedule:

Named Insured	Brit Package	Equipment Breakdown	Crime	Excess Liability	Excess Property	Cyber Liability	Storage Tank Pollution Liability	Excess Workers' Compensation
City of Bloomington	X	X	X	X	X	X	X	X

Note: Any entity not named in this proposal, may not be an insured entity. This may include affiliates, subsidiaries, LLC's, partnerships and joint ventures.

Market Review

We approached the following carriers in an effort to provide the most comprehensive and cost effective insurance program.

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Lloyd's Syndicate 2987	Brit Package	Recommended Quote – 2% increase in premium due to increase in some ratable exposures	\$315,375 Plus \$11,419 SLT Taxes and Fees TOTAL \$326,794
AIX Specialty Insurance Company	Brit Package	Quoted – could not offer full terrorism or full \$10M limits. Also retro dates for claims made policies could not be confirmed	\$316,014 Plus applicable state taxes/fees
Travelers Property Casualty Co of America	Equipment Breakdown	Recommended Quote – flat rate – 1 st year of a 3 year policy term	\$10,582
Hanover Insurance Company	Crime	Recommended Quote – flat premium – 1 st year of a 3 year policy term	\$7,544 Annual Installment
StarStone National Insurance Company	Excess Liability	Recommended Quote – slight increase in premium due to underlying BRIT increase and increase in exposures	\$33,263 Includes TRIA of \$63 and cannot be rejected
Fireman's Fund Insurance Company	Excess Property	Recommended Quote – flat rate	\$102,750 TRIA \$2,948 TOTAL \$105,487
ACE American Insurance Company	Cyber Liability	Recommended Quote	\$21,362
Colony Insurance Company	Storage Tank Pollution Liability	Quoted – substantial increase \$5,000 deductible	\$7,609 Terrorism \$380 Policy Fees \$150 SLT/Fees \$286 TOTAL \$8,425
ACE American Insurance Company	Storage Tank Pollution Liability	Recommended Quote – premium savings approx. \$3,390 over Colony \$5,000 deductible	\$5,035 Includes TRIA
Safety National Casualty Corporation	Excess Workers' Compensation	Recommended Quote 2 nd year of a 2 year policy term	\$278,897 Deposit Premium

Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
Excess Property	1	109 E Olive St Bloomington, IL 61701
	2	301 S East St Bloomington, IL 61701
	3	401 S East St Bloomington, IL 61701
	4	336 S Main St Bloomington, IL 61701
	5	502 S Main Bloomington, IL 61701
	6	310 N Lee St Bloomington, IL 61701
	7	4040 E Oakland Ave Bloomington, IL 61704
	8	2301 E Empire St Bloomington, IL 61704
	9	401 1/2 S East Bloomington, IL 61701
	10	25515 Waterside Way Hudson, IL 61748
	11	202 W Market Bloomington, IL 61701
	12	1613 S Main St Bloomington, IL 61701
	13	1020 S Morris Ave Bloomington, IL 61701
	14	1813 Springfield Rd Bloomington, IL 61701
	15	1402 S Morris Ave Bloomington, IL 61701

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	16	1515 W Chestnut St Bloomington, IL 61701
	17	800 McGregor St Bloomington, IL 61701
	18	1420 Towanda Ave Bloomington, IL 61701
	19	1001 Ethell Parkway Bloomington, IL 61701
	20	1514 N Cottage Bloomington, IL 61701
	21	25432 Davis Lodge Rd Hudson, IL 61748
	22	605 W Division St Bloomington, IL 61701
	23	1513 Fort Jesse Rd Normal, IL 61761
	24	1909 E Hamilton Rd Bloomington, IL 61704
	25	E 2500 North Hudson, IL 61748
	26	3611 Ft Jesse Bloomington, IL 61704
	27	205 N Prospect Rd Bloomington, IL 61704
	28	110 Rust Rd Bloomington, IL 61701
	29	3002 Fox Creek Rd Bloomington, IL 61705
	30	3209 Carrington Ln Bloomington, IL 61705
	31	502 W Hamilton Rd Bloomington, IL 61704

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	32	1705 S Morris Ave Bloomington, IL 61701
	33	1911 E Hamilton Rd Bloomington, IL 61704
	34	1206 S Lee St Bloomington, IL 61701
	35	301 E Jackson St Bloomington, IL 61701
	36	5601 Ireland Grove Rd Bloomington, IL 61705
	37	1050 White OakRd Bloomington, IL 61701
	38	2110 Old Route 66 Normal, IL 61761
	39	600 N East St Bloomington, IL 61701
	40	107 E Chestnut St Bloomington, IL 61701
	41	14047 N 3000 East Rd Colfax, IL 61728
	42	1250 Holiday Drive Bloomington, IL 61701
	43	1601 Jumer Dr Bloomington, IL 61704
	44	1609 S Main St Bloomington, IL 61701
	45	603 W Division St Bloomington, IL 61701
	46	101 S Madison St Bloomington, IL 61701
	47	2602 Six Points Rd Bloomington, IL 61705

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
	48	1 S Main Bloomington, IL 61701



Program Details

Coverage: Brit Package
Carrier: Lloyd's Syndicate 2987
Policy Period: 5/1/2019 to 5/1/2020

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE
Property/APD	Occurrence	Not Applicable
General Liability	Occurrence	Not Applicable
Employee Benefits Liability	Claims Made	8/1/1986
Public Officials Miscellaneous Liability - Errors & Omissions	Claims Made	8/1/1986
Public Officials Miscellaneous Liability - Employment Practice Liability	Claims Made	8/1/1986
Public Officials Miscellaneous Liability - Sexual Harassment Liability	Claims Made	8/1/1986
Public Officials Miscellaneous Liability- Sexual Abuse Liability	Claims Made	5/1/2010
Excess Workers' Compensation and Employers' Liability	Occurrence	Not Applicable
Law Enforcement	Occurrence	Not Applicable
Terrorism – Property Terrorism - Liability	Claims Made and Reported	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Loss Fund:		-	
Loss Fund	Limit	\$590,000	
Excess Loss Fund Protection Limit	Limit	\$1,000,000	Annual Aggregate
Schedule of Specific Excess Limits of Insurance - Specific Excess Limit of Insurance for Each Claim or Occurrence, In Respect to that Coverage Section, shall apply:		-	
Coverage Section I Property:		-	
Excess Limit of Insurance for Each Occurrence - All Coverages under Section I combined	Limit	\$975,000	

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Subject to the Following Sub limits/Annual Aggregates:		-	
Automobile Physical Damage Only	Sublimit	\$950,000	
Flood and Surface Water	Sublimit	\$975,000	
-Annual Aggregate	Limit	\$975,000	
Earthquake	Sublimit	\$975,000	
-Annual Aggregate	Limit	\$975,000	
Named Windstorm	Sublimit	\$975,000	
Data Processing Extra Expense	Sublimit	\$975,000	
Data Processing Systems	Sublimit	\$975,000	
Data Processing Media	Sublimit	\$975,000	
Valuable Papers	Sublimit	\$975,000	
Fine Arts	Sublimit	\$250,000	Ground up
Accounts Receivable	Sublimit	\$975,000	
Extra Expense	Sublimit	\$975,000	
Mobile Equipment	Sublimit	\$975,000	
Transit	Sublimit	\$500,000	Ground up
Business Income Other than Rental Value	Sublimit	\$975,000	
Newly Acquired Property Reporting Limit as provided in Section I Conditions, Automatic Acquisition Clause	Sublimit	\$1,000,000	
Coverage Section II General Liability:		-	
Specific Excess Limit of Insurance for Each Occurrence: All coverages under Section II combined	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Subject to the following Sub limits /Annual Aggregates which are part of, and not in addition to, the Specific Excess Limit of Insurance and Annual Aggregate Limit above:		-	
Sexual Harassment Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Sexual Abuse Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Damage to Premises Rented to the Assured	Sublimit	\$1,000,000	Ground up any One Occurrence
Coverage Section III Automobile Liability:		-	
Specific Excess Limit of Insurance for Each Occurrence: All Coverages under Section III combined	Sublimit	\$10,000,000	
Subject to the Following Sub limits/Annual Aggregates Which are Part of, And not in Addition to, The Specific Excess Limit of Insurance and Annual Aggregate Limit Above:		-	
Uninsured Motorists/Underinsured Motorists	Sublimit	\$40,000	Ground up
Garage keeper's Legal Liability	Sublimit	\$500,000	Ground up any One Occurrence
Coverage Section IV Public Officials Miscellaneous Liability:		-	
Specific Excess Limit of Insurance for Each Claim: All coverages under Section IV combined	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Subject to the Following Sub limits/Annual Aggregates Which are Part of, And not in Addition to, The Specific Excess Limit of Insurance and Annual Aggregate Limit Above:		-	
Errors & Omissions	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Employment Practice Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Sexual Harassment Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Sexual Abuse Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Coverage Section V Excess Workers' Compensation and Employers' Liability for a Qualified Self-Insurer: Specific Excess Limit of Insurance for Each Occurrence:			-
-Coverage A Excess Workers' Compensation	Sublimit	\$50,000	
-Coverage B Excess Employers' Liability	Sublimit	\$50,000	
Coverage Section VI Employee Benefits Liability: Specific Excess Limit of Insurance for Each Claim:			-
-All Coverages under Section VI Combined	Sublimit	\$10,000,000	
--Annual Aggregate	Limit	\$10,000,000	
Coverage Section VIII Law Enforcement Liability: Specific Excess Limit of Insurance for Each Occurrence:			-
-All coverage under Section VIII Combined	Sublimit	\$10,000,000	
--Annual Aggregate	Limit	\$10,000,000	
Subject to the Following Sub limits/Annual Aggregates Which are Part of, And not in Addition to, The Specific Excess Limit of Insurance and Aggregate Limit Above:			-
Sexual Harassment Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Sexual Abuse Liability	Sublimit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Coverage Section IX Terrorism: Specific Excess Limit of Insurance for Each Occurrence:			-
-Property Terrorism	Sublimit	\$1,000,000	
--Annual Aggregate	Limit	\$1,000,000	
-Liability Terrorism	Sublimit	\$20,000,000	
--Annual Aggregate	Limit	\$20,000,000	

Self-Insured Retention and Maintenance Deductibles:

COVERAGE	AMOUNT
This Policy has the Following Underlying Self Insured Retentions, Which Apply to a Covered Loss for Each Occurrence or Claim:	-
Property Unless Listed Below	\$25,000
Automobile Physical Damage	\$50,000
Flood and Surface Water	\$25,000
Earthquake	\$25,000
Named Windstorm	\$25,000
Maintenance Deductible:	-
-Property Unless Listed Below	\$1,000
-Automobile Physical Damage	\$1,000
-Flood and Surface Water	\$1,000
-Earthquake	\$1,000
-Named Windstorm	\$1,000
General Liability:	\$125,000
-Sexual Harassment Liability	\$125,000
-Sexual Abuse Liability	\$125,000
Automobile Liability	\$125,000
Automobile Liability:	\$125,000
Includes Garage Keepers Liability - SIR inclusive of Limit	\$125,000
Public Officials Miscellaneous Liability	\$125,000
Unless Listed Below:	-
-Errors & Omissions	\$125,000
-Employment Practice Liability	\$125,000
-Sexual Harassment Liability	\$125,000
-Sexual Abuse Liability	\$125,000
Excess Workers' Compensation & Employers Liability For A Qualified Self Insurer: *Self-Insured Retention for Police and Fire Employees is \$550,000	-
-Coverage A Excess Workers' Compensation	\$450,000*

Self-Insured Retention and Maintenance Deductibles:

COVERAGE	AMOUNT
-Coverage B Excess Employers' Liability	\$450,000*
Employee Benefits Liability	\$125,000
Law Enforcement Liability:	\$125,000
-Sexual Harassment Liability	\$125,000
-Sexual Abuse Liability	\$125,000
Terrorism:	\$25,000
-Property Terrorism	\$25,000
-Liability Terrorism	\$50,000

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Public Officials Liability:
1. Claim Means all Notices or Suits Demanding Payment of Money Based on, Or Arising out of the Same Wrongful Act, Sexual Harassment or Sexual Abuse or a Series of Related Wrongful Acts, Sexual Harassments or Sexual Abuses by One or More Assureds. However, As Regards to Employment Practice Violation, Claim Means: All Notices or Suits Demanding Payment of Money, Or Charges Filed with the Equal Employment Opportunity Commission or Comparable Federal, State or Local Administrative Agency Based on, Or Arising out of the Same Wrongful Act or a Series of Related Wrongful Acts by One or More Assureds.
2. Defense Costs Means the Expenses Incurred for the Investigation and Defense of a Claim or Suit Arising out of the Same Employment Practice Violation, Wrongful Act, Sexual Harassment or Sexual Abuse or a Series of Related Employment Practice Violations, Wrongful Acts, Sexual Harassments or Sexual Abuses by One or More Assureds. However, The Salaries, Expense and Administrative Cost of the Assured or the Assured's Third Party Claim Administrator is not Included Within the Meaning of Defense Costs.
3. Discovery of any Actual, Attempted or Pending Alleged Sexual Abuse Shall Exist when any of the Named Assured's Officials, Trustees, Directors, Officers, Partners or any Person that the Named Assured Has Made Responsible in an Official Capacity to Prevent Sexual Abuse Has Taken Receipt, Learned, Or in the Exercise of Reasonable Care Should Have Known:
(a) of any Lawsuit Alleging Sexual Abuse; Or
(B) of any Demand for Money or Services Based upon Alleged Sexual Abuse; Or

Definition of Claim:

DESCRIPTION
(C) of any Criminal Investigation or Prosecution Alleging Sexual Abuse; Or
(D) of any Allegation by an Alleged Victim or by a Parent or Guardian of the Alleged Victim of Sexual Abuse, Whether the Allegation is or is not Accompanied by a Demand for Money or Services; Or
(E) of any Report from any Other Person Alleging Sexual Abuse, And a Person or Group Designated by the Named Assured to Investigate the Allegation Has Investigated and as a Result of the Investigation Has Recommended that any Action of any Kind be Taken by or on Behalf of the Named Assured with Respect Either to the Alleged Assured or the Alleged Victim; Or
(F) that the Alleged Assured Has Admitted to Acts of Sexual Abuse.
Definition of Claim: (Employee Benefits Liability):
1. Administration Means:
(A) Giving Counsel to Employees with Respect to Employee Benefit Programs;
(B) Interpreting Employee Benefit Programs;
(C) Handling of Records in Connection with Employee Benefit Programs; And
(D) Effecting Enrollment, Termination, Or Cancellation of Employees Under Employee Benefit Programs; Provided all Such Acts are Authorized by the Named Assured.
2. Claim Means all Notices or Suits Demanding Payment of Money Based on, Or Arising out of the Same Negligent Act, Error or Omission or a Series of Related Negligent Acts, Errors or Omissions by One or More Assureds.
3. Negligent Act, Error or Omission Means the Failure to Execute Required Actions, Or Mistaken Actions Committed in the Administration of the Assured's Employee Benefit Programs.
All Claims Based on or Arising out of the Same Negligent Act, Error or Omission or a Series of Related Negligent Acts, Errors or Omissions by One or More Assureds Shall be Deemed One Negligent Act, Error or Omission. Only One Policy, One Self Insured Retention, And One Specific Excess Limit of Insurance is Applicable to any One Negligent Act, Error or Omission.
Incident or Claim Reporting Provision: (Employee Benefits Liability): the Underwriters Agree, Subject to the Policy Limitations, Exclusions, Terms and Conditions to Indemnify the Assured for all Sums for Which the Assured is Legally Liable by Reason of a Negligent Act, Error or Omission.
This Coverage Applies Only if a Claim for Damages, Because of a Negligent Act, Error or Omission, Is "First Made" Against the Assured During the Period of Insurance. The Negligent Act, Error or Omission Must Have First Occurred on or After Retroactive Date Shown in Part I a. Schedule of Specific Excess Limits of Insurance, But in no Event any Later than the Last Day of the Period of Insurance. The Claim Must be Reported to Underwriters During the Period of Insurance, Or During the Extended Reporting Period Applicable to This Coverage, If any. All Claims Based on or Arising out of One Negligent Act, Error or Omission Shall be Considered "First Made" when the First of Such Claims is Made to the Assured. A Claim Shall not be Prejudiced if the Assured, Through Clerical Oversight or Clerical Mistake, Fails to Notify the Underwriters Within the Time Provided for Under This Section.

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
Written notice	Report immediately upon notice to TPA

Claims-Made Definition - Public Officials Liability:

Coverage applies only if a claim for damages because of a Wrongful Act or an Employment Practice Violation is "First Made" against the assured during the period of insurance.

Extended Reporting Period (ERP) Options* - Public Officials Liability:**SUPPLEMENTAL EXTENDED REPORTING PERIOD:**

The Underwriters will provide an Extended Reporting Period, as described below, if: This policy or this Coverage Section of this policy is canceled or non-renewed; or

2. The Underwriters renew or replace this policy, or this Coverage Section of this policy, with insurance that does not apply to a **WRONGFUL ACT, EMPLOYMENT PRACTICE VIOLATION, SEXUAL HARASSMENT** or **SEXUAL ABUSE** on a Claims Made basis.

A Supplemental Extended Reporting Period of one year duration is available but only by endorsement to this policy and for an additional premium not to exceed 100% of the annual premium for this Coverage Section.

This supplemental period starts when the Basic Extended Reporting Period ends.

The **ASSURED** must give the Underwriters a written request for the endorsement within thirty (30) days after the end of the **PERIOD OF INSURANCE**. The Supplemental Extended Reporting Period will not go into effect unless the **ASSURED** pays the additional premium within thirty (30) days. This endorsement will set forth the terms consistent with the Coverage Section.

The Underwriters shall determine the additional premium in accordance with its applicable rules, rates and underwriting practices. Coverage for **CLAIMS** received during such Supplemental Extended Reporting

Period is excess over any other valid and collectible insurance available under any other policies. Extended Reporting Periods do not reinstate or increase the applicable **SELF INSURED RETENTION**, the Loss Fund, the applicable **EXCESS LIMIT OF INSURANCE**, or the **EXCESS LOSS FUND PROTECTION**. Extended Reporting Periods do not extend the **PERIOD OF INSURANCE** or change the scope of coverage provided within this Coverage Section. They apply to **CLAIMS** arising out of a **WRONGFUL ACT, EMPLOYMENT PRACTICE VIOLATION, SEXUAL HARASSMENT** or **SEXUAL ABUSE** that take place before the end of the **PERIOD OF INSURANCE** that this policy and this Coverage Section are in force. Once in effect, Extended Reporting Periods may not be canceled.

*If ERP coverage is desired, then that request must be in writing to the carrier.

Definition of Claim: (Employee Benefits Liability):**1. ADMINISTRATION** means:

(a) Giving counsel to employees with respect to **EMPLOYEE BENEFIT PROGRAMS**; (b)

Interpreting **EMPLOYEE BENEFIT PROGRAMS**;

(c) Handling of records in connection with **EMPLOYEE BENEFIT PROGRAMS**; and

(d) Effecting enrollment, termination, or cancellation of employees under **EMPLOYEE BENEFIT PROGRAMS**;

Provided all such acts are authorized by the **NAMED ASSURED**.

2. CLAIM means all notices or **SUITS** demanding payment of money based on, or arising out of the same **NEGLIGENT ACT, ERROR OR OMISSION** or a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **ASSURED**S.

3. NEGLIGENT ACT, ERROR OR OMISSION means the failure to execute required actions, or mistaken actions committed in the **ADMINISTRATION** of the **ASSURED'S EMPLOYEE BENEFIT PROGRAMS**.

All **CLAIMS** based on or arising out of the same **NEGLIGENT ACT, ERROR OR OMISSION** or a series of related **NEGLIGENT ACTS, ERRORS OR OMISSIONS** by one or more **ASSURED**S shall be deemed one **NEGLIGENT ACT, ERROR OR OMISSION**. Only one policy, one **SELF INSURED RETENTION**, and one **SPECIFIC EXCESS LIMIT OF INSURANCE** is applicable to any one **NEGLIGENT ACT, ERROR OR OMISSION**.

Incident or Claim Reporting Provision: (Employee Benefits Liability)

The Underwriters agree, subject to the policy limitations, exclusions, terms and conditions to indemnify the **ASSURED** for all sums for which the **ASSURED** is legally liable by reason of a **NEGLIGENT ACT, ERROR OR OMISSION**.

This coverage applies only if a **CLAIM** for damages, because of a **NEGLIGENT ACT, ERROR OR OMISSION**, is "first made" against the **ASSURED** during the **PERIOD OF INSURANCE**. The **NEGLIGENT ACT, ERROR OR OMISSION**

must have first occurred on or after Retroactive Date shown in **PART I A. SCHEDULE OF SPECIFIC EXCESS LIMITS OF INSURANCE**, but in no event any later than the last day of the **PERIOD OF INSURANCE**. The **CLAIM** must be reported to Underwriters during the **PERIOD OF INSURANCE**, or during the **EXTENDED REPORTING PERIOD** applicable to this coverage, if any. All **CLAIMS** based on or arising out of one **NEGLIGENT ACT, ERROR OR OMISSION** shall be considered "first made" when the first of such **CLAIMS** is made to the **ASSURED**. A **CLAIM** shall not be prejudiced if the **ASSURED**, through clerical oversight or clerical mistake, fails to notify the Underwriters within the time provided for under this Section.

Extended Reporting Period (ERP) Options*: (Employer Benefit Liability):

ERP 1 Year additional premium not to exceed

100% of the annual premium 30 days

SUPPLEMENTAL EXTENDED REPORTING PERIOD:

The Underwriters will provide an Extended Reporting Period, as described below, if:

1. This policy or this Coverage Section of this policy is canceled or non-renewed; or
2. The Underwriters renew or replaces this policy, or this Coverage Section of this policy, with insurance that does not apply to a **NEGLIGENT ACT, ERROR OR OMISSION** on a Claims Made basis.

A Supplemental Extended Reporting Period of one year duration is available but only by endorsement to this policy and for an additional premium not to exceed 100% of the annual premium for this Coverage Section. This supplemental period starts when the Basic Extended Reporting Period ends.

The **ASSURED** must give the Underwriters a written request for the endorsement within thirty (30) days after the end of the **PERIOD OF INSURANCE**. The Supplemental Extended Reporting Period will not go into effect unless the **ASSURED** pays the additional premium within thirty (30) days. This endorsement will set forth the terms consistent with the Coverage Section.

The Underwriters shall determine the additional premium in accordance with its applicable rules, rates and underwriting practices. Coverage for **CLAIMS** received during such Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under any other policies.

Extended Reporting Periods do not reinstate or increase the applicable **SELF INSURED RETENTION**, the Loss Fund, the applicable **EXCESS LIMIT OF INSURANCE**, or the **EXCESS LOSS FUND PROTECTION**. Extended Reporting Periods do not extend the **PERIOD OF INSURANCE** or change the scope of coverage provided within this Coverage Section. They apply to **CLAIMS** arising out of a **NEGLIGENT ACT, ERROR OR OMISSION** that take place before the end of the period that this policy and this Coverage Section are in force. Once in effect, Extended Reporting Periods may not be canceled.

Coverages for General Liability include:

Named Insured Definition- Assured includes any past, present, or future officials, members of boards or commissions, trustees, directors, officers, partners, volunteers, or employees of the named insured while acting within the scope of their duties as such. Assured also means any person, organization, trustee, or estate to which the named assured is obligated by written contract or written mutual aid agreement to provide insurance such as is offered by this policy.

Failure to Supply for Supply of Water only. Limit **\$5,125,000** from ground-up, inclusive of Insured's SIR. (Limit is part or GL Limit and not in addition to)

Chlorine treatment for purifying or treatment of drinking water and maintenance of swimming pools.

Dams (BI/PD) Pesticide/Herbicide

Applications Property in the Care, Custody,

Control Pollution from Hostile Fire

Blanket Contractual Liability

Advertising Liability

Incidental Medical Malpractice

Employees and Volunteers as Insureds

Employees and Volunteers as Insureds

Fire Legal Liability

Products/Completed Operations

Premises/Operations

Personal Injury

Volunteer Workers

Watercraft Liability – under 26 ft. unless otherwise noted (Pontoon boat (32 ft) will be covered by Endorsement) Host and Liquor Liability

General Liability

Includes coverage for the U.S. Cellular Coliseum and Performing Arts Theater

- Single retention in the event of a multiple line loss
- Cancellation - 90 days, except 10 days for nonpayment of premium

Automobile Definition:

- Automobile means any motor vehicle intended or designed for highway use, trailer, or semi-trailer, including its equipment and any other equipment permanently attached thereto, but Automobile does not include Mobile -Equipment. However, self-propelled vehicles with the following types of permanently attached equipment are considered Automobiles.
- Equipment Designed Primarily for:
 - Snow removal;
 - Road Maintenance, but not construction or resurfacing; or
 - Street cleaning.

Auto Disclaimer:

Commercial Auto policies utilize a set of coverage symbols to stipulate a category of covered autos. One or more symbols are assigned to each coverage purchased indicating which autos that coverage applies to. Please refer to your policy and make certain that you read and understand the various auto symbols and associated descriptions. Specific symbols may apply to either a particular kind of vehicle or the vehicle's ownership status. The symbols could also differ depending upon whether the coverage is for liability or physical damage. Also, in certain circumstances, an insurance company may agree to provide coverage for an auto scenario that is not described in the auto symbols. When this occurs, a unique symbol and related description is used. If you have any questions regarding the auto symbols or associated descriptions contained in your policy, please contact us.

Package Insuring Agreement: Indemnity

Defense Costs:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE COST TYPE
General Liability, Auto Liability, Employee Benefits Liability, Public Officials, Terrorism, Workers Compensation, Law Enforcement	Applies	Within Policy Limit (expenses erode policy limit and SIR)

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Coverage Section I Amendatory – Police Dogs	Limit	\$10,000	Per Dog
Endorsement No. 13 Flood Zones A Coverage is	Limit	\$500,000 limit excess a \$500,000 combined real and personal property deductible with respects to Buildings and Contents	

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils - Property	All Risks of Direct Physical Loss to Property, Automobile Physical Damage, General Liability, Automobile Liability, Public Officials Miscellaneous Liability, Excess Workers' Compensation and Employers Liability, Employee Benefits Liability, Law Enforcement Liability, Terrorism
	As per statement of values to carrier on February 14, 2019

Valuations – Property Section:

DESCRIPTION	LIMITATIONS
Replacement Cost	Building, Personal Property, and Emergency vehicles as scheduled, mobile equipment, Data Processing systems/data, Fine Arts
Actual Cash Value	Mobile Equipment, Vehicles other than Emergency vehicles, vacant buildings

Endorsements include, but are not limited to:

DESCRIPTION
Form: Public Entity Package Wording 2016
Coverage Section I Amendatory – Police Dogs \$10,000 per dog
Replacement Cost Value – Emergency Vehicles as Scheduled
Coverage Section II General Liability – Failure to Supply
TRIA All Other Sections – Accepted/Rejected (TBD)
TRIA Coverage Section V – Accepted/Rejected (TBD)
Coverage Section I and V Losses Within the SIR Do Not Erode the Loss Fund
Coverage Section I Off Premises Utility Interruption Endorsement
Coverage Section II and VIII Sexual Harassment and Abuse Nose Endorsement
Jones Act and USL & H Exclusion Deleted
Watercraft Liability Endorsement
Additional Assured Endorsement – Rain for Rent
Procedures for Third Party Claims Administrators
Flood and Surface Water Retention – Zone A
General Policy Conditions Notification of Claims, Occurrences or Suits

Exclusions include, but are not limited to:

DESCRIPTION
Mold Will be Excluded with Exception to the Coverage Provided Under the Property and WC Sections

Exclusions include, but are not limited to:

DESCRIPTION
Flood Zones V Coverage is Excluded
Medical Payments – AL Premises Medical Payments – GL Asbestos-Related Claims War Inverse Condemnation Medical Professional Liability Fellow Employee Injury Failure to Supply (Exclusion does not apply to water distribution)

Binding Requirements:

DESCRIPTION
Subject to:
-Alternative Services Concepts, LLC is the appointed Third Party Administrator. Signed TPA Guidelines were received during the 2019-2020 term. Please be advised that we will require newly signed TPA Guidelines every three years unless a new TPA is appointed.
-Signed Uninsured/Underinsured Motorist Coverage Forms must be received by Underwriters prior to inception.
-Selection or Rejection of TRIA Form.
-Surplus Lines Tax Filing Confirmation Please Return Within 15 Days of Policy Effective Date.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Territory Limits: Worldwide as more fully defined in the attached Wording and applicable Forms and Endorsements.
Law: State of Illinois.
Jurisdiction: United States of America.
Limits of Liability: Underwriters' Limits of Liability shall not exceed the limits as indicated for each coverage in the Wording and applicable Endorsements and shall apply only to those coverages for which a limit is shown. Underwriters' Limits of Liability are excess over a self-insured retention loss fund (if applicable) as specified in the Policy and applicable Endorsements.
Service of Suit: Illinois Corporation Service Company. 801 Adlai Stevenson Drive, Springfield, IL 62703.
RCV for Emergency Vehicles only.
Cancellation – At binding, the Assured commits to a Minimum Earned Premium of 50% of the gross premium. There are no flat cancellations allowed.
All producers and brokers placing business for an entity that is self-insuring for limits that meet or exceed a state's financial responsibility requirements shall not issue Automobile ID cards showing any policy information from this policy. That entity should contact their Department of Motor Vehicles for guidance on handling the proof of insurance requirements.

TOTAL Package Premium (with APD SIR AT \$50,000)	\$315,375
Minimum Earned Premium -	50.00 %
SLT Taxes (3.5% of total premium \$315,375)	\$11,038
IL Stamp Fee (.075% of total premium \$315,375)	\$237
Illinois FMT (Property .5% of premium \$23,921)	\$119
Illinois FMT (Auto Physical Damage .05% of premium \$50,804)	\$25
TRIA/TRIPRA/Terrorism PREMIUM (TRIA excluded on EL)	INCLUDED
TOTAL PREMIUM/TAXES	\$326,794

Coverage: Equipment Breakdown
Carrier: Travelers Property Casualty Co of America
Policy Period: 5/1/2019 to 5/1/2020

The following is a general summary of the Insuring Agreement. As per statement of values to carrier on February 14, 2019

Includes:

- Mechanical Equipment
- Electrical Equipment
- Boiler & Pressure Vessels
- Air Conditioning & Refrigeration Equipment
- Computer & Communication Systems

Travelers equipment breakdown insurance includes industry-leading equipment inspections, claim handling and risk control services giving your client a peace-of-mind equipment breakdown protection solution.

Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
Business Income - Coinsurance - Suspended	N/A	waived

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Total Limit per Breakdown	Limit	\$150,000,000
Property Damage (includes micro-circuitry electronics)		Included in Total Limit per Breakdown

Deductibles

COVERAGE	AMOUNT
Utility Interruption-Spoilage coverage applies only if the interruption lasts at least (waiting period)	4 Hours
Utility Interruption-Time Element coverage applies only if the interruption lasts at least (waiting period) - (includes interruption of Cloud Services and Data Restoration)	4 Hours
Combined Deductible	\$10,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Coverage Extensions and Limitations :		

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Business Income Coverage Extension		Included in Total Limit per Breakdown
Business Income "Period of Restoration" extension		365 Days
Extra Expense Coverage Extension		Included in Total Limit per Breakdown
Extra Expense "Period of Restoration" extension		365 Days
Spoilage Damage Coverage Extension – including Utility Interruption-Spoilage	Limit	\$100,000,000
Utility Interruption-Time Element Coverage Extension - (includes interruption of Cloud Services and Data Restoration)		Included in Total Limit per Breakdown
Civil Authority Coverage Extension		100 Miles/3 Weeks
"Dependent Property" Coverage Extension	Limit	\$10,000,000
"Dependent Property" Locations		All Direct Supplying, Recipient, Manufacturing and Leader Locations
"Electronic Data" or "Media" Coverage Extension	Limit	\$5,000,000
Error in Description Coverage Extension		See Errors & Omissions Endorsement EB T3 10
Expediting Expense Coverage Extension		Included in Total Limit per Breakdown
"Fungus", Wet Rot and Dry Rot Coverage Extension		-
-Property Damage	Limit	\$100,000
-Business Income or Extra Expense		60 Days
Hazardous Substance Limitation	Limit	\$10,000,000
Newly Acquired Locations Coverage Extension		Included in Total Limit per Breakdown
-Number of Days of Coverage		365 Days
Ordinance or Law (Including Demolition and Increased Cost of Construction) Coverage Extension	Limit	\$10,000,000
Refrigerant Contamination Limitation		Included in Total Limit per Breakdown
Water Damage Limitation		Included in Total Limit per Breakdown
Additional Coverage Extensions / Restrictions / Conditions :		-
Brands and Labels		Included
Claim Data Expense	Limit	\$25,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Covered Locations Special Schedule		Per latest Statement of Values on file with us
Diagnostic Equipment		Covered
Drying Out Coverage		Included in Total Limit per Breakdown
Electrical Surge or Disturbance		Included in Total Limit per Breakdown
Errors and Omissions		Included in Total Limit per Breakdown
Green Coverage Enhancements		Included
- Property Damage % factor		5 %
- Property Damage Limit	Limit	\$1,000,000
- Business Income / Extra Expense # of days		30 days
Jurisdictional Inspections		Included
Knowledge of Loss		Included
Off Premises Equipment Coverage	Limit	\$5,000,000
Ordinary Payroll		Covered
Pairs or Sets Valuation		Included
Production Machines		Covered
Underground Pressure Vessel and Piping Coverage		Included in Total Limit per Breakdown
Unnamed Locations		Included in Total Limit per Breakdown
Unused Extended Warranty Reimbursement		Included

Valuations:

DESCRIPTION	LIMITATIONS
Repair/Replacement Included	Applies

“Diagnostic Equipment” means any machine, vessel or apparatus used solely for testing, research, diagnosis, medical, surgical, therapeutic, dental or pathological purposes.

“Production Machines” means any production or process machines or apparatus that processes, forms, cuts, shapes or grinds raw materials, materials in process or finished products, including all “Covered Equipment” that is used solely with or forms an integral part of the production or process machine or apparatus. However, “Production Machines” does not include any:

1. Pressure vessel or vacuum vessel, other than any cylinder containing a movable plunger or piston;
2. Pump, compressor, fan or blower that conveys raw materials, materials in process or finished products;
3. Separate enclosed gear set connected by a coupling, clutch or belt; or
4. Separate driving electrical or mechanical machine connected by a coupling, clutch or belt.

Endorsements include, but are not limited to:

DESCRIPTION
Anniversary Rating 3 Year Policy (fixed rate during 3 year policy term subject to 30% loss ratio and statutory filings) - EB T4 18 (Florida BM T8)
Claim Data Expense Endorsement - EB T3 36
Covered Locations Special Schedule - EB T3 26
Deductible Waiver Endorsement for Joint Loss - EB T3 07
Drying Out Coverage Endorsement - EB T3 61
Electrical Surge or Disturbance Endorsement - EB T4 20 (Florida BM T8)
Errors and Omissions Endorsement - EB T3 10
Green Coverage Enhancements - EB T3 76
Knowledge of Loss Endorsement - EB T3 58
Off Premises Equipment Coverage Endorsement - EB T3 88
Underground Pressure Vessel and Piping Coverage Endorsement - EB T3 94
Unnamed Locations Endorsement - EB T3 34

Exclusions include, but are not limited to:

DESCRIPTION
Equipment Exclusion - EB T3 29 (All Covered Locations - Equipment : Underground waste, drainage or sewer piping, Underground Water Piping that is not Part of a Closed Loop Used to Conduct Heat or Cooling from a Boiler or a Refrigeration or Air Conditioning System

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Basis of Proposal : - Building + Contents Value: \$323,159,859 - Business Income Value: \$1,000,000 - Occupancy: Municipality - Loss History in past 3 Years: None
Number of Days for Notice of Cancellation : 90 Days, except 20 days for non-payment of premium, subject to state regulations
Joint Loss Agreement : Included
New Generation Valuation : Included
Total Premium Includes 1% of your total Equipment Breakdown or Boiler and Machinery Coverage Part premium
Rated Exposure: \$324,159,859.

Premium	\$10,582
TRIA/TRIPRA PREMIUM	INCLUDED

Subject to Audit: Not Auditable



Coverage: Crime

Carrier: Hanover Insurance Company

Policy Period: 5/1/2019 to 5/1/2022 – 3 year term, billed annually

Form Type:

COVERAGE	FORM TYPE
Crime	Discovery

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Employee Theft	Limit	\$2,000,000	Per Loss
Forgery Or Alteration	Limit	\$2,000,000	
Inside The Premises - Theft of Money And Securities	Limit	\$500,000	
Outside The Premises	Limit	\$500,000	
Computer Fraud	Limit	\$2,000,000	
Funds Transfer Fraud	Limit	\$2,000,000	
Add Faithful Performance of Duty Coverage for Government Employees		\$1,000,000	
Include Expenses Incurred to Establish Amount of Covered Loss		\$25,000	
Funds Transfer - False Pretenses Coverage		\$100,000	

Deductibles

COVERAGE	AMOUNT
Employee Theft - Per Loss	\$10,000
Forgery Or Alteration	\$10,000
Inside The Premises - Theft of Money And Securities	\$10,000
Outside The Premises	\$10,000
Computer Fraud	\$10,000
Funds Transfer Fraud	\$10,000

Deductibles

COVERAGE	AMOUNT
Add Faithful Performance of Duty Coverage for Government Employees	\$10,000
Funds Transfer - False Pretenses Coverage	\$10,000

Endorsements include, but are not limited to:

DESCRIPTION
Government Crime Policy - CR 00 26 05 06
Include Specified Non-compensated Officers as Employees - CR 25 08 08 07
Include Treasurers or Tax Collectors as Employees - CR 25 12 08 07
Include Chairperson and Members of Specified Committees as Employees - CR 25 06 08 07
Include Volunteer Workers other than Fund Solicitors as Employees - CR 25 10 08 07
Add Faithful Performance of Duty Coverage for Government Employees - CR 25 19 05 06
Include Expenses Incurred to Establish Amount of Covered Loss - CR 25 40 08 07
Crime Advantage - 181-1640-G 03/17
Amend Computer Fraud Insuring Agreement - 181-1661 03/16
Funds Transfer - False Pretenses Coverage - 181-1663 03/16
State Endorsement - CR 02 02 10 10
Delete Employee Exclusions - 181-1515 03/17

Exclusions include, but are not limited to:

DESCRIPTION
Employee Dishonesty (does not apply to Employee Theft Coverage)
Any theft or criminal act committed by a partner of the insured
Loss in which the existence of such loss is only proved by a profit and loss comparison or inventory records
Voluntary Parting of Property
Accounting or Arithmetic Errors
Government Action Exclusion
Third Party Employee Dishonesty

Binding Requirements:

DESCRIPTION
Subject to Dated Version of the Crime Renewal Application

Premium

\$7,544 Annual Term – Billed Annually



Coverage: Excess Liability – Follow Form

Carrier: StarStone National Insurance Company

Policy Period: 5/1/2019 to 5/1/2020

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE	FOLLOWED LIMIT:
Excess Liability – follow form (GL/AL)	Occurrence	Not Applicable	Not Applicable	
Underlying Coverages:				
Errors & Omissions	Claims Made	8/1/1986	Not Applicable	\$10,000,000 Annual Aggregate
Employment Practice Liability	Claims Made	8/1/1986	Not Applicable	\$10,000,000 Annual Aggregate
Sexual Harassment Liability	Claims Made	8/1/1986	Not Applicable	\$10,000,000 Annual Aggregate
Sexual Abuse Liability	Claims Made	5/1/2010	Not Applicable	\$10,000,000 Annual Aggregate
General Liability	Occurrence	Not Applicable	Not Applicable	\$10,000,000 Annual Aggregate
Automobile Liability	Occurrence	Not Applicable	Not Applicable	\$10,000,000 Per Occurrence (Accident)

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Per Occurrence	Limit	\$11,000,000
Other Aggregate	Limit	\$11,000,000
Products/Completed Operations Aggregate	Limit	\$11,000,000

Retention

TYPE	COVERAGE	AMOUNT
Retention	Excess Liability	N/A

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
Follow form underlying coverages

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Follow form underlying coverages

Underlying Policies:

COVERAGE	DESCRIPTION	LIMIT	CARRIER	EFFECTIVE DATE	EXPIRATION DATE
Followed Policy	Per Occurrence	\$10,000,000	Brit Lloyds	5/1/2019	5/1/2020
Followed Policy	Annual Aggregate	\$10,000,000	Brit Lloyds	5/1/2019	5/1/2020

Endorsements include, but are not limited to:

DESCRIPTION
Following Form Excess Liability Insurance Policy - SSN EXS 0001 CW 03 16
Excess Liability - Declarations - SSN EXS 0002 CW 03 16
Excess Liability - Jacket - SSN EXS 0003 CW 03 16
Schedule of Endorsements - SSN EXS 0004 CW 03 16
Schedule of Followed Policies and Total Limits of Underlying Policies - SSN EXS 0005 CW 03 16
Anti-Stacking Of Limits Condition - SSN EXS 0016 CW 03 16
Cancellation and Nonrenewal - Illinois Changes - SSN EXS 0028 IL 03 16
Defense Costs - Illinois Changes - SSN EXS 0046 IL 03 16
Public Officials Errors and Omissions Amendment of Coverage - SSN EXS 0144 CW 03 16
Retroactive Date Amendment - SSN EXS 0155 CW 03 16
Terrorism Quote Premium Disclosure - SSN ML 0001 CW 08 17
Disclosure Pursuant To Terrorism Risk Insurance Act - SSN ML 0002 CW 08 17

Exclusions include, but are not limited to:

DESCRIPTION
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall
Employment Related Practices Exclusion
Total Pollution Exclusion
Professional Liability Exclusion
Retained Limit
Dams Exclusion - SSN EXS 0044 CW 03 16
Designated Exposures Exclusion (Cyber) - SSN EXS 0051 CW 03 16 (Cyber)
Designated Exposures Exclusion - Unmanned Aircraft - SSN EXS 0051 CW 03 16 (Unmanned Aircraft)
Directors and Officers Liability Exclusion - SSN EXS 0061 CW 03 16
Fungi or Bacteria Exclusion - SSN EXS 0080 CW 03 16
Landfill Exclusion - SSN EXS 0087 CW 03 16
Lead Contamination Exclusion - SSN EXS 0089 CW 03 16
Municipality – Exposures Excluded - SSN EXS 0110 CW 03 16
Pollution Exclusion (With Hostile Fire Exception) - SSN EXS 0129 CW 03 16
Real and Personal Property Exclusion - SSN EXS 0149 CW 03 16
Silica Exclusion - SSN EXS 0166 CW 03 16
Auto Coverage - Exclusion of Terrorism - SSN EXS 0183 CW 03 16
Exclusion of Other Acts of Terrorism Committed Outside the United States; Cap On Losses from Certified Acts of Terrorism - SSN EXS 0187 CW 08 17
Exclusion of Punitive Damages Related To a Certified Act of Terrorism - SSN EXS 0188 CW 08 17

Binding Requirements:

DESCRIPTION
Subject To:
- All Underlying Policies Must be Received Within 60 Days of Binding – Gallagher to provide

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION	
Broker Fees & Policy Fees are Fully Earned at Binding	
Total Premium Includes TRIA: \$63	
Premium	\$33,263
Minimum Earned Premium -	25.00 %
TRIA/TRIPRA PREMIUM	INCLUDED and cannot be rejected
Subject to Audit: Not Auditable	

Coverage: Excess Property
Carrier: Fireman's Fund Insurance Company
Policy Period: 5/1/2019 to 5/1/2020

As per statement of property values and vehicle values to carrier on February 14, 2019

The following is a general summary of the Insuring Agreement. Refer to actual policy form for complete terms and conditions.

Coinsurance or Agreed Amount:

DESCRIPTION	AGREED AMOUNT	COINSURANCE %
For all Property Quote Options, No Coinsurance Applies Except	N/A	N/A
Scheduled Articles Floater, Contractor's Equipment Form	YES	100 %

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
Subject(s) of Insurance:		-	
Blanket Business Real Property, Business Personal Property	Limit	\$395,197,302	Per Occurrence Limit Of Insurance
Blanket Business Income	Limit	\$1,000,000	Per Occurrence
Blanket Extra Expense	Limit	\$2,500,000	Per Occurrence
Business Income and Extra Expense Coverage		Includes Ordinary Payroll unless limited or excluded below	
Business Personal Property Subject to Sub limits of Insurance:		-	
Accounts Receivable	Sublimit	\$10,000,000	Per Occurrence
Data, Media, Software	Sublimit	\$5,000,000	Per Occurrence
Personal Effects	Sublimit	\$5,000,000	Per Occurrence
Personal Property of Others	Sublimit	\$5,000,000	Per Occurrence
Prototypes	Sublimit	\$1,000,000	Per Occurrence
Research and Development Documentation	Sublimit	\$1,000,000	Per Occurrence
Valuable Papers and Records	Sublimit	\$10,000,000	Per Occurrence
Blanket Earth Movement:		-	

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
-Per Loss Event	Limit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Blanket Flood:		-	
-Per Loss Event	Limit	\$10,000,000	
-Annual Aggregate	Limit	\$10,000,000	
Scheduled Articles Floater:		-	
Limit of Liability -Vehicles / Item Description: 1. Vehicles ACV	Limit	\$17,659,305	
Limit of Liability -Mobile Equipment /Item Description: 3. Mobile Equipment	Limit	\$6,657,345	
Item Description: 2. Emergency Vehicles RCV	Limit	\$11,001,960	
Contractor's Equipment Form:		-	
Limit of Liability	Limit	\$7,000,000	Per Schedule on File

Deductibles:

COVERAGE	AMOUNT
Property-Gard Pinnacle - Combined Dollar Deductible - Loc.# - All	\$1,000,000 Policy Deductible
Extensions of Coverage: - Loc.# - All	-
Property Damage:	-
Consequential Loss Assumption Coverage	Policy Deductible
Contract Penalty Clause Coverage	Policy Deductible
Debris Removal Coverage - Debris of Property Owned by Others	Policy Deductible
Extended Warranty Coverage	Policy Deductible
Miscellaneous Unscheduled Fine Arts:	-
-Any One Item, Pair or Set	Policy Deductible
-Per Occurrence or Loss Event	Policy Deductible
Fine Arts while at an Exhibition, Exposition, Fair, or Trade Show	Policy Deductible
Fire Department Service Charge Coverage	Policy Deductible
Installation Coverage	Policy Deductible

COVERAGE	AMOUNT
Mobile Communication Equipment Coverage	Policy Deductible
Money and Securities Coverage	Policy Deductible
Money Orders and Counterfeit Currency Coverage	Policy Deductible
Realty Tax Coverage	Policy Deductible
Salesperson's Samples Coverage	Policy Deductible
Tenant's Lease Agreement Coverage	Policy Deductible
Theft of Precious Commodities Coverage	Policy Deductible
Business Income and Extra Expenses:	-
Business Access Coverage	24 Hour(s)
Civil Authority Coverage	24 Hour(s)
Delayed Occupancy Coverage	Policy Deductible
Leasehold Interest Coverage	Policy Deductible
Research and Development Operations Coverage	Policy Deductible
Tenant Moving Coverage	Policy Deductible
Dependent Property Coverage	See Below
Property, Business Income and Extra Expenses:	-
Communicable Disease Coverage - Per Occurrence or Loss Event	Policy Deductible
Fungus Remediation Coverage	Policy Deductible
Loss Adjustment Expense Coverage	Policy Deductible
Newly Acquired Location Coverage	Policy Deductible
Ordinance or Law Coverage - Coverage A through E	See Below
Outdoor Trees, Shrubs, Plants, and Lawn Coverage - Per Occurrence or Loss Event	Policy Deductible
Pollutant Cleanup Coverage - Per Occurrence or Loss Event	Policy Deductible
Trade Show Coverage	Policy Deductible
Transit Coverage:	-
-Your-Vehicles	Policy Deductible
-Carriers for Hire	Policy Deductible
-International Air Shipments	Policy Deductible

COVERAGE	AMOUNT
Unintentional Property Errors and Omissions Coverage	Policy Deductible
Unnamed Location Coverage	Policy Deductible
Utility Services Coverage - Business Income Deductible	24 Hours
Unscheduled Dependent Property - Loc.# - All	-
-Time Element Deductible	24 Hour(s)
-Time Element Minimum Deductible	\$10,000
Earth Movement Combined Dollar Deductible - Loc.# - All	\$1,000,000
Flood Combined Dollar Deductible - Loc.# - All	\$1,000,000
Crisis Event Business Income and Extra Expense Coverage	-
-Minimum Time Element Deductible - Per Occurrence or Loss Event	\$1,000,000
Scheduled Articles Floater:	-
Aggregate Deductible	\$1,000,000
Item Description 1. Vehicles ACV	\$1,000,000
Item Description 2. Emergency Vehicles RCV	\$1,000,000
Item Description 3. Mobile Equipment	\$1,000,000
Contractor's Equipment Form	-
Aggregate Deductible	\$1,000,000
Per Schedule on File	\$1,000,000

Additional Coverage:

LOCATION DETAILS	DESCRIPTION	LIMIT TYPE	AMOUNT
Loc.# - All	Extensions of Coverage:		-
	Property Damage:		-
	Consequential Loss Assumption Coverage	Limit	\$250,000
	Contract Penalty Clause Coverage	Limit	\$250,000
	Debris Removal Coverage:		-
	-Debris of Property Insured	Limit	\$25,000,000
	-Debris of Property Owned by Others	Limit	\$250,000

Additional Coverage:

LOCATION DETAILS	DESCRIPTION	LIMIT TYPE	AMOUNT
	Extended Warranty Coverage	Limit	\$250,000
	Miscellaneous Unscheduled Fine Arts:		-
	-Any One Item, Pair or Set	Limit	\$50,000
	-Per Occurrence or Loss Event	Limit	\$500,000
	Fine Arts while at an Exhibition, Exposition, Fair, or Trade Show	Limit	\$50,000
	Fire Department Service Charge Coverage	Limit	\$250,000
	Fire Equipment Protection Coverage	Limit	\$250,000
	Installation Coverage	Limit	\$1,000,000
	Loss Avoidance or Mitigation Coverage	Limit	\$1,000,000
	Mobile Communication Equipment Coverage	Limit	\$250,000
	Money and Securities Coverage	Limit	\$250,000
	Money Orders and Counterfeit Currency Coverage	Limit	\$250,000
	Realty Tax Coverage	Limit	\$250,000
	Removal of Property Coverage	Limit	\$1,000,000
	Reward Coverage:		-
	-Any One Person	Limit	\$25,000
	-Per Occurrence or Loss Event	Limit	\$250,000
	Salesperson's Samples Coverage	Limit	\$250,000
	Tenant's Lease Agreement Coverage	Limit	\$250,000
	Theft of Precious Commodities Coverage	Limit	\$250,000
	Business Income and Extra Expenses:		-
	Business Access Coverage	Limit	\$1,000,000
	-Miles or Days		1 Mile(s)
	Civil Authority Coverage	Limit	\$1,000,000
	-Miles or Days		1 Mile(s)
	Delayed Occupancy Coverage	Limit	\$1,000,000
	Expediting Expense Coverage	Limit	\$1,000,000

Additional Coverage:

LOCATION DETAILS	DESCRIPTION	LIMIT TYPE	AMOUNT
	Extended Business Income and Extra Expense Coverage:		-
	-Business Income Coverage Miles or Days		365 Day(s)
	-Extra Expense Coverage Miles or Days		365 Day(s)
	Leasehold Interest Coverage	Limit	\$1,000,000
	Research and Development Operations Coverage	Limit	\$1,000,000
	Tenant Moving Coverage	Limit	\$1,000,000
	Dependent Property Coverage		See Below
	Property, Business Income and Extra Expenses:		-
	Communicable Disease Coverage:		-
	-Per Occurrence or Loss Event	Limit	\$1,000,000
	-Annual Aggregate	Limit	\$1,000,000
	Fungus Remediation Coverage	Limit	\$100,000
	Loss Adjustment Expense Coverage	Limit	\$1,000,000
	Newly Acquired Location Coverage	Limit	\$5,000,000
	Ordinance or Law Coverage - Coverage A through E		See Below
	Outdoor Trees, Shrubs, Plants, and Lawn Coverage:		-
	-Any One Tree, Shrub, Plant, or Lawn	Limit	\$2,500
	-Per Occurrence or Loss Event	Limit	\$1,000,000
	Pollutant Cleanup Coverage:		-
	-Per Occurrence or Loss Event	Limit	\$1,000,000
	-Annual Aggregate	Limit	\$1,000,000
	Trade Show Coverage	Limit	\$2,500,000
	Transit Coverage:		-
	-Your Vehicles	Limit	\$1,000,000
	-Carriers for Hire	Limit	\$1,000,000
	-International Air Shipments	Limit	\$1,000,000
	Unintentional Property Errors and Omissions Coverage	Limit	\$1,000,000

Additional Coverage:

LOCATION DETAILS	DESCRIPTION	LIMIT TYPE	AMOUNT
	Unnamed Location Coverage	Limit	\$10,000,000
	Utility Services Coverage	Limit	\$1,000,000
	Overhead Transmission Lines and Equipment		Included
Loc.# - All	Ordinance or Law Coverage:		-
	-Coverage A		Included
	-Coverage B & C Blanket	Limit	\$25,000,000
	-Coverage D	Limit	\$10,000,000
	-Coverage E	Limit	\$5,000,000
Loc.# - All	Dependent Property:		-
	Unscheduled Dependent Property:		-
	-Blanket Per Occurrence Limit(s) of Insurance	Limit	\$1,000,000
	Property-Gard Pinnacle - Crisis Management Coverage -Extensions of Coverage Applicable only to Business Income and Extra Expense Coverage:		-
	Crisis Event Response Communication Cost		-
	-Per Occurrence or Loss Event	Limit	\$25,000
	-Annual Aggregate	Limit	\$25,000
	Crisis Event Business Income and Extra Expense Coverage:		-
	-Per Occurrence or Loss Event	Limit	\$25,000
	-Annual Aggregate	Limit	\$25,000
	Post Crisis Event Expense Coverage:		-
	-Per Occurrence or Loss Event	Limit	\$25,000
	-Annual Aggregate	Limit	\$25,000

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Property Applies
Actual Cost Value	Scheduled Articles Floater, Contractor's Equipment Form

Perils Covered:

TYPE	DESCRIPTION
Broad Form Perils	Scheduled Articles Floater, Contractor's Equipment Form
Special Form Perils	Earth Movement, Flood Applies Except

Endorsements include, but are not limited to:

DESCRIPTION
Disclosure of Premium and Estimated Premium for Certified Acts of Terrorism Coverage (Pursuant to Terrorism Risk Insurance Act) - 145927 01 15
Property Coverage Section - Declarations
Property-Gard Pinnacle - Coverage Form - 250000 01 13
Property-Gard Pinnacle - Additional Covered Causes of Loss - 250001 01 13
Property-Gard Pinnacle - Combined Dollar Deductible - 250033 01 13
Property-Gard Pinnacle - Crisis Management Coverage - 250062 01 13
Property-Gard Pinnacle - Combined Dollar Deductible - Specified Causes of Loss - 250065 01 13
Property-Gard Pinnacle - Illinois State Exception Endorsement - 250078 01 13
Scheduled Articles Floater - 135153 11 82
Contractor's Equipment Form - 135154 01 83R
Joint or Disputed Loss Endorsement - 250049

Exclusions include, but are not limited to:

DESCRIPTION
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Property-Gard Pinnacle - Conditional Vacancy Exclusion - 250050 01 13

Binding Requirements:

DESCRIPTION
Subject to Receipt a Important Disclosure Notice Regarding Terrorism Coverage.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Additional Terms: All Locations Located Within or Within 1,000 Feet of a 100 Year or 500 Year Flood Plain are Specifically Excluded from Cover.
Gross Premium (Including Commission): Total Amount Payable by the Insured \$ 105,704.00.

Premium	\$102,750
TRIA/TRIPRA PREMIUM	\$2,954

Subject to Audit: Not Auditable

Coverage: Cyber Liability
Carrier: ACE American Insurance Company
Policy Period: 5/1/2019 to 5/1/2020

Form Number: PF-48169 (10/16)

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR PROCEEDINGS DATE
Third Party Liability Insuring Agreements	Claims Made		
Cyber, Privacy And Network Security Liability	Claims Made	NA – Full Prior Acts	5/1/2017
Payment Card Loss	Claims Made	NA – Full Prior Acts	5/1/2017
Regulatory Proceedings	Claims Made	NA – Full Prior Acts	5/1/2017
Electronic, Social And Printed Media Liability	Claims Made	NA – Full Prior Acts	5/1/.2017

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Cyber Liability	Applies	Limited	Other / Inside Policy Limits

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
Maximum Single Limit of Insurance	Limit	\$2,000,000	
Maximum Policy Aggregate Limit of Insurance	Limit	\$2,000,000	
First Party Insuring Agreements:			-
- Cyber Incident Response Fund			Inside Limit
- Cyber Incident Response Team	Limit	\$2,000,000	Each Incident
- Cyber Incident Response Team	Limit	\$2,000,000	Aggregate
- Non-Panel Response Provider	Limit	\$250,000	Each Incident
- Non-Panel Response Provider	Limit	\$250,000	Aggregate

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	BASIS
- Business Interruption Loss and Extra Expenses	Sublimit	\$2,000,000	Each Incident
- Business Interruption Loss and Extra Expenses	Sublimit	\$2,000,000	Aggregate
- Contingent Business Interruption Loss and Extra Expenses - Unscheduled Providers	Limit	\$2,000,000	Each Incident
- Contingent Business Interruption Loss and Extra Expenses - Unscheduled Providers	Limit	\$2,000,000	Aggregate
- Digital Data Recovery	Limit	\$2,000,000	Each Incident
- Digital Data Recovery	Limit	\$2,000,000	Aggregate
- Network Extortion	Limit	\$2,000,000	Each Incident
- Network Extortion	Limit	\$2,000,000	Aggregate
Third Party Liability Insuring Agreements:		-	
- Cyber, Privacy And Network Security Liability	Limit	\$2,000,000	Each Claim
- Cyber, Privacy And Network Security Liability	Limit	\$2,000,000	Aggregate
- Regulatory Proceedings	Limit	\$2,000,000	Each Claim
- Regulatory Proceedings	Limit	\$2,000,000	Aggregate
- Payment Card Loss	Limit	\$2,000,000	Each Claim
- Payment Card Loss	Limit	\$2,000,000	Aggregate
- Electronic, Social & Printed Media	Limit	\$2,000,000	Each Claim
- Electronic, Social & Printed Media	Limit	\$2,000,000	Aggregate
Cyber Crime Insuring Agreements:		-	
- Computer Fraud	Limit	\$100,000	Each Incident
- Computer Fraud	Limit	\$100,000	Aggregate
- Funds Transfer Fraud	Limit	\$100,000	Each Incident
- Funds Transfer Fraud	Limit	\$100,000	Aggregate
- Social Engineering Fraud	Limit	\$100,000	Each Incident
- Social Engineering Fraud	Limit	\$100,000	Aggregate

Retention

TYPE	COVERAGE	AMOUNT
Retention	First Party Insuring Agreements:	-
Retention	- Cyber Incident Response Team - Each Incident	\$25,000
Retention	- Non-Panel Response Provider - Each Incident	\$25,000
Retention	- Business Interruption Loss and Extra Expenses - Each Incident	\$25,000
Deductible	- Business Interruption Loss and Extra Expenses	12 Hours Waiting Period
Retention	- Contingent Business Interruption Loss and Extra Expenses - Unscheduled Providers - Each Incident	\$25,000
Deductible	- Contingent Business Interruption Loss and Extra Expenses - Unscheduled Providers	12 Hours Waiting Period
Retention	- Digital Data Recovery - Each Incident	\$25,000
Retention	- Network Extortion - Each Incident	\$25,000
Retention	Third Party Liability Insuring Agreements:	-
Retention	- Cyber, Privacy And Network Security Liability - Each Claim	\$25,000
Retention	- Regulatory Proceedings - Each Claim	\$25,000
Retention	- Payment Card Loss - Each Claim	\$25,000
Retention	- Electronic, Social & Printed Media - Each Claim	\$25,000
Retention	Cyber Crime Insuring Agreements:	-
Retention	- Computer Fraud - Each Loss	\$25,000
Retention	- Funds Transfer Fraud - Each Loss	\$25,000
Retention	- Social Engineering Fraud - Each Loss	\$25,000

Definition of Claim:

DESCRIPTION
Claim Means any:
1. Written Demand Against any Insured for Monetary Damages or Non-Monetary or Injunctive Relief;
2. Civil Proceeding Against any Insured Seeking Monetary Damages or Non-Monetary or Injunctive Relief, Commenced by the Service of a Complaint or Similar Pleading;
3. Arbitration, Mediation, Or Other Alternative Dispute Resolution Proceeding Against any Insured Seeking Monetary Damages or Non-Monetary or Injunctive Relief, Commenced by the Receipt of a Written Demand, Or Service of a Complaint or Similar Pleading;

Definition of Claim:

DESCRIPTION
4. Criminal Proceeding Against an Insured Commenced by: (a) an Arrest, Or (b) a Return of an Indictment, Information or Similar Document;
5. Written Request Directed at an Insured to Toll or Waive a Statute of Limitations Applicable to a Claim Referenced in Paragraphs 1-4 Immediately Above; Or
6. Regulatory Proceeding,
Including, Where Applicable, Any Appeal Therefrom.

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
Discovery – in Writing to Carrier	<p>NOTICE AND PROOF OF LOSS</p> <p>A. Knowledge possessed by any Insured or Discovery shall be deemed knowledge possessed by or Discovery by all Insureds.</p> <p>B. It is a condition precedent to coverage hereunder that, upon Discovery, the Named Insured will:</p> <ol style="list-style-type: none"> 1. give written notice to the Insurer as soon as practicable but in no event later than 90 days after such Discovery; 2. furnish affirmative proof of loss with full particulars to the Insurer as soon as practicable but in no event later than 180 days after such Discovery; 3. submit to examination under oath at the Insurer's request; 4. produce all pertinent records at such reasonable times and places as the Insurer shall designate; and 5. provide full cooperation with the Insurer in all matters pertaining to a loss or claim. <p>C. The Insured may offer a comparison between an Insured's inventory records and actual physical count of its inventory to prove the amount of loss only where an Insured establishes wholly apart from such comparison that it has sustained a covered loss caused by an Third Party.</p>

INSURING AGREEMENT
PAY ON BEHALF OF
DEFENSE
INCLUDED INSIDE LIMIT AND RETENTION - LIMITED

Extended Reporting Period (ERP) Options*:

DESCRIPTION	PREMIUM AMOUNT	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Optional Extended Reporting Period	100% of Last Annual Premium	Thirty (30) Days	12 Months	100%

Endorsements include, but are not limited to:

DESCRIPTION
Chubb Cyber Enterprise Risk Management Policy - PF-48169 (1016)

Endorsements include, but are not limited to:

DESCRIPTION
Policyholder Notice Cyber Services For Incident Response - PF-48259 (1016)
Policyholder Notice Cyber Services For Loss Mitigation - PF-48260 (1016)
Chubb Producer Compensation Practices & Policies - ALL-20887a (0316)
U S Foreign Account Tax Compliance Act (FATCA) - ALL-42490b (0716)
U.S. Treasury Department's Office Of Foreign Assets Control ("OFAC") Advisory Notice To Policyholders - PF-17914a (0416)
Cap On Losses From Certified Acts Of Terrorism - PF-45354 (0115)
Trade Or Economic Sanctions Endorsement - PF-46422 (0715)
Additional Insured - Blanket Pursuant To A Contract - Cyber ERM - PF-48155 (0916)
Termination Amended - Non Cancelable Except Nonpayment Of Premium - PF-48340 (1016)
Disclosure Pursuant To Terrorism Risk Insurance Act - TRIA-11d (0316)
Policyholder Disclosure Notice Of Terrorism Insurance Coverage - TR-19606d (0115)
General Enhancement Endorsement - Cyber - PF-49468 (0817)
Non-Malicious Computer Act – System Failure – Business Interruption - Sublimit - PF-48274 (0817)
Signatures - CC-1K11i (0218)
Questions About Your Insurance? - ALL-18653d (0714)
Illinois Notice To Policyholders Regarding The Religious Freedom Protection And Civil Union Act - ALL-34772 (1111)
Amendatory Endorsement – Illinois - PF-48296 (1016)
Cyber Crime Endorsement - PF-48257IL (0918)

Exclusions include, but are not limited to:

DESCRIPTION
Loss Of Technical Support Exclusion - PF-48209 (0916)

Binding Requirements:

DESCRIPTION
The Applicant Has Submitted to the Insurer the Following Documents, And the Insurer Has Received Such Documents no Later than Close of Business on Policy Inception:
Re-sign and re-date application
Require the Producer to Provide the "Home State" as Defined in the Non-admitted and Reinsurance Reform Act of 2010 (NRRRA) upon the Binding of This Placement. If the State Set Forth in the Above referenced Insured Address is the Home State of the Insured, No Action is Required. However, If the Home State of the Insured is Other than that Set Forth in the Insured Address, You Must Notify US in Writing Prior to the Binding of This Placement

Binding Requirements:

DESCRIPTION

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Third Party Liability Insuring Agreements Retroactive Date - Full Prior Acts

Premium

\$20,956



Coverage: Storage Tank Pollution Liability

Carrier: Colony Insurance Company

Policy Period: 5/1/2019 to 5/1/2020

Form Number: PP-0808

COVERAGE	FORM TYPE	RETROACTIVE DATE	FACILITY NAME
Underground Tank 1 - 401 S. East Street , Bloomington, IL 61701	Claims Made	At Inception 5/1/2018	Public Works
Underground Tank 2 - 401 S. East Street , Bloomington, IL 61701	Claims Made	At Inception 5/1/2018	Public Works
Aboveground Tank 1 - 3002 Fox Creek Road, Bloomington, IL 61701	Claims Made	8/22/2013	The Den Golf Course
Aboveground Tank 2 - 502 Hamilton, Bloomington, IL 61701	Claims Made	8/22/2013	Prairie Vista Golf Course
Aboveground Tank 3 - 1613 S. Main, Bloomington, IL 61701	Claims Made	8/22/2013	Highland Golf Course
Aboveground Tank 4 - 1813 Springfield Road, Bloomington, IL 61701	Claims Made	8/22/2013	Forrest Park Maintenance
Aboveground Tank 5 - 25515 Waterside Way, Hudson, IL 61748	Claims Made	8/22/2013	Lake Water Plant
Aboveground Tanks 6 - 25515 Waterside Way, Hudson, IL 61748	Claims Made	8/22/2013	Lake Water Plant

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
	Applies	Inside the limit and erodes the deductible/limit	Other / Storage Tank Pollution Liability includes Third-Party, Corrective Action, and Defense Costs Outside the Limit and are Limited (Erodes the Deductible)

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Each Claim Limit	Limit	\$1,000,000
Aggregate Limit	Limit	\$2,000,000

Deductibles / Self Insured Retention

TYPE	COVERAGE	AMOUNT
Deductible	Storage Tank Pollution Liability	\$5,000

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
<p>“Claim” means:</p> <ul style="list-style-type: none"> - Under Insuring Agreement A.1., written notice to the Company during the “policy period” of a “release” of a “petroleum product” from a scheduled “storage tank system” at a “scheduled facility”; or - Under Insuring Agreement A.2., written notice to the Company during the “policy period” of any statement of potential responsibility or demand for money made against the insured alleging damages because of potential responsibility or demand for money made against the insured alleging damages because of “storage tank system” at a “scheduled facility.”

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
Claim	The insured shall provide written notice to the Company as soon as practicable following any “claim” or any event which the insured shall have reason to believe might result in a “claim”. The insured shall also include in such written notice details of the “release” or event. The insured shall notify the Company in writing of any of the following: - Any “claim” or suit made against or received by the insured, - Any action or proceeding which may impose a legal obligation on the insured for a “claim,” - Any conditions, events or circumstances that may give rise to a “claim” that, if first reported to the Company during the “policy period,” may be covered by this Policy; or - Any conditions, events or circumstances for which notification to any governmental agency is required.

Endorsements include, but are not limited to:

DESCRIPTION
Common Policy Declarations - DCJ6550 ENV-1200
Coverage Part Declarations - DCJ6553-PP-1200

Endorsements include, but are not limited to:

DESCRIPTION
Storage Tank Pollution Liability Policy Form - PP-0808
Schedule of Forms and Endorsements - U001-1004
Service of Suit - U094-0415
Privacy Policy - PRIVACYNOTICE-0415
Important Policyholder Information - ENVNOTICE-0615
Signature Page - CIC - SIGCIC-0817
Minimum Premium Endorsement - U002A ENV-0812
Schedule of Facilities - E038A-0217
OFAC Advisory Notice to Policyholders - ILP001-0104
Certificate of Insurance - E047 CERT PP-0217
Confirmed Release Coverage - Basic Form - E014BASIC-1200

Exclusions include, but are not limited to:

DESCRIPTION
Nuclear Energy Liability Exclusion Endorsement - IL0021E PP-0700
War Exclusion - E091-0904
Exclusion - Known Release - E109-0215

Binding Requirements:

DESCRIPTION
Subject To:
- IL Compliance Forms are Due upon Binding (Diligent Effort Confirmation Form)
- Provide a Completed, Signed, And Dated Colony Storage Tank Renewal Application
- Provide a completed, signed Acceptance or Rejection of Terrorism Insurance Coverage Form
- Provide a Leak Detection Monitoring Report for Each Tank for the Months of March & April

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Coverage Form: Broad

Premium **\$7,609.00**

Taxes

Illinois Surplus Lines Tax \$280.00

Illinois Stamping Fee \$6.00

Total Taxes **\$286.00**

Fees

AmWINS Service Fee \$150.00

Total Fees **\$150.00**

ESTIMATED PROGRAM COST **\$8,045.00**

Minimum Earned Premium - **25.00 %**

TRIA/TRIPRA PREMIUM **\$380.00**
 (+ Additional Surcharges, Taxes and Fees as applicable)

DESCRIPTION	OTHER	PREMIUM – does not include TRIA and Taxes
Storage Tank Pollution Liability - Deductible: \$10K, Premium: \$6,848		\$6,848.00
Storage Tank Pollution Liability - Deductible: \$25K, Premium: \$6,468		\$6,468.00
Storage Tank Pollution Liability - Deductible: \$50K, Premium: \$6,011	Binding: Provide the Most Recent Company Financials	\$6,011.00
Storage Tank Pollution Liability - Deductible: \$10K, Premium: \$5,375	Coverage Form: Basic	\$5,375.00

Coverage: Storage Tank Pollution Liability
Carrier: ACE American Insurance Company
Policy Period: 5/1/2019 to 5/1/2020

Form Number: PF-31181 (10/10)

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Storage Tank Liability -See SOV	Claims Made and Reported		

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Defense Costs	Applies	Limited to \$2,000,000 for all Legal Defense Expenses for all Storage Tank Incidents	Outside Limit/within deductible

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Policy Limits:		-
Per Storage Tank Incident Limit of Liability (Claims and Remediation Costs)	Limit	\$1,000,000
Aggregate Limit of Limit of Liability (Claims and Remediation Costs) for all Storage Tank Incidents	Limit	\$4,000,000
Aggregate Limit of Liability for all Legal Defense Expenses for all Storage Tank Incidents	Limit	\$2,000,000
Total Policy Aggregate Limit of Liability for all Storage Tank Incidents	Limit	\$6,000,000

Deductible

COVERAGE	AMOUNT
Per Storage Tank Incident	\$5,000

Claims Made Coverage:

Should you elect to change carriers (if a new retroactive date is provided) or non-renew this policy, a supplemental extended reporting endorsement may be available subject to policy terms and conditions. You must request the extended reporting period in writing to the carrier within ([Days To Extend]) days of the expiration date. The cost of this extended reporting period is [Percent Cost]% of the annual premium and is fully earned. The extended reporting period extends only to those claims made during the extended reporting period for wrongful acts that occurred prior to the expiration date and would have been covered by the policy. Claims must be reported to the carrier within ([Days To Report]) days of the end of the policy period. The extended reporting period does not increase the limits of liability and is subject to all policy terms, conditions and exclusions.

Definition of Claim:

DESCRIPTION
“Claim” means the written assertion of a legal right received by the “insured” from a third-party, including, but not limited to, suits or other actions alleging responsibility or liability on the part of the “insured” for “bodily injury” or “property damage” arising out of a “storage tank incident”.

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Refer to attached policy form

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Aboveground Storage Tank Aggregate Sublimit of Liability	Sublimit	\$2,000,000
Underground Storage Tank Aggregate Sublimit of Liability	Sublimit	\$2,000,000

Endorsements include, but are not limited to:

DESCRIPTION
Tank Safe Storage Tank Liability Insurance Policy - PF-31181 (10/10)
Schedule Of Covered Storage Tanks Endorsement - PF-31164 (09/10)
Basic Extended Reporting Period Amendatory (60 Days - Illinois Specific) Endorsement - PF-31650 (08/11)
Fines And Penalties Amendatory (Punitive Damages By Law - Illinois Specific) Endorsement - PF-31651 (08/11)
Schedule Of Named Insureds (Broad) Endorsement - PF-31652 (08/11)
Financial Responsibility Condition Endorsement - PF-31653 (08/11)
Closure, Removal Or Replacement Amendatory Endorsement - PF-34075 (07/11)
Signatures - CC-1K11h (03/14)
Terrorism Risk Insurance Act Endorsement - PF-23728a (01/15)

Endorsements include, but are not limited to:

DESCRIPTION
Disclosure Pursuant To Terrorism Risk Insurance Act - TRIA11c (01/15)
Producer Compensation Practices-Policies Policyholder Notice - ALL-20887 (10/06)
Questions About Your Insurance - II - ALL-18653d (07/14)
Illinois Amendatory Endorsement - PF-31834 (08/11)
Trade Or Economic Sanctions Endorsement - ALL-21101 (11/06) Ptd. in U.S.A.
OFAC Advisory Notice To Policyholders /U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders - ILP0010104
Aboveground Storage Tanks Aggregate Sublimit Of Liability Endorsement - PF-31156 (09/10)
Underground Storage Tanks Aggregate Sublimit Of Liability Endorsement - PF-31182 (09/10)
Storage Tank Liability Insurance Policy Declarations - PF-31179 (10/10)
*Policyholder Disclosure Notice of Terrorism Insurance Coverage - TR-19604D (01/15)

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Schedule of Named Insureds:
<p>1. All corporations, limited partnerships, limited liability partnerships, limited liability companies or other business entities or associations, other than joint ventures and general partnerships, as now or may hereafter exist during the "policy period", in which the first "named insured" identified in Item 1. of the Declarations to this Policy, itself, or through a direct chain of underlying majority-owned operating subsidiary corporations, limited partnerships, limited liability partnerships, or limited liability companies, maintains at least a fifty percent (50%) ownership interest (hereinafter Majority-Owned Affiliates); and</p> <p>2. All joint ventures or general partnerships, as now or may hereafter exist during the "policy period", to which the first "named insured" identified in Item 1. of the Declarations to this Policy, itself, or one of its Majority-Owned Affiliates, is a party and maintains at least a fifty percent (50%) ownership interest, but only to the extent of the first "named insured's" or Majority-Owned Affiliates' legal responsibility for the liabilities of such joint venture or general partnership.</p>

Premium	\$5,035
TRIA/TRIPRA PREMIUM	Included

Schedule of Covered Storage Tanks:

INSURED FACILITY NAME AND ADDRESS	TANK ID NO.	TANK SIZE (GAL.)	TANK TYPE (UST OR AST)	RETROACTIVE DATE
City Of Bloomington Dept. Of Public Works 401 S. East Street Bloomington Illinois 61701	1	6,000	UST	05/01/2018
City Of Bloomington Dept. Of Public Works 401 S. East Street Bloomington Illinois 61701	2	10,000	UST	05/01/2018
Forest Park 1813 Springfield Rd. Bloomington Illinois 61701	1	1,000	AST	05/01/2013
Highland Golf Course 1613 S. Main Bloomington Illinois 61701	1	1,000	AST	08/22/2013
Prairie Vista Golf Course 502 Hamilton Bloomington Illinois 61701	1	1,000	AST	08/22/2013
The Den Golf Course 3002 Fox Creek Rd. Bloomington Illinois 61701	1	1,000	AST	08/22/2013
Waterside Location 25515 Waterside Way Hudson Illinois 61748	1	1,000	AST	08/22/2013
Waterside Location 25515 Waterside Way Hudson Illinois 61748	2	5,000	AST	08/22/2013

Coverage: Excess Workers' Compensation
Carrier: Safety National Casualty Corporation
Policy Period: 5/1/2019 to 5/1/2020 – 2nd year of two year policy

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Maximum Limit of Indemnity Per Occurrence	Specific Limit	Statutory
Employers' Liability Maximum Limit of Indemnity	Limit	\$2,000,000 / Per Occurrence

Self-Insured Retention

COVERAGE	AMOUNT
Self-Insured Retention for Police Officers - Per Occurrence	\$600,000
Self-Insured Retention for Firefighters - Per Occurrence	\$600,000
Self-Insured Retention for EMT/Paramedics - Per Occurrence	\$600,000
Self-Insured Retention for All Other - Per Occurrence	\$500,000

States:

DESCRIPTION	STATE
States Covered:	Broad form all states

Endorsements include, but are not limited to:

DESCRIPTION
Voluntary Compensation Endorsement-Premium Delineation - 0291 00 0708 (XWC)
Broad Form all States for Employee Travel - 0276 02 0408 (XWC)
Foreign Voluntary Workers' Compensation and Employers' Liability Illinois Mandatory Endorsement(s), If Applicable - 0293 00 0906 (XWC)
Self-Insured Retention Per Occurrence - Police Officers & Drivers - 0557 00 1092 (XWC)
Policyholder Disclosure Notice of Terrorism Insurance Coverage - 1061 11 0115 (XWC)
Self-Insured Retention Endorsement- EMTs, Paramedics and Firefighters - Illinois - 1198 00 0707 (XWC)

Endorsements include, but are not limited to:

DESCRIPTION

Exclusions include, but are not limited to:

DESCRIPTION
Owners or Officers
Bodily Injury to an Employee While Employed in Violation of Law
Bodily Injury Intentionally Caused by Insured
Longshore & Harbor Workers' Act
Federal Employers' Liability Act
Assumptions under Contract

Binding Requirements:

DESCRIPTION
Subject to copy of the policy if required, directly to the state. A copy of the original certificate of insurance will accompany the policy (when forwarded to you) for the insured's records.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Policy Liability Period: May 01, 2018 Through May 01, 2020
Premium Rate \$ 0.5765 per \$100 of Payroll
Payroll: \$48,377,635

Premium	\$278,897
Minimum Premium - For the Liability Period	\$541,548
TRIA/TRIPRA PREMIUM	INCLUDED

Subject to Audit: Voluntary

Premium Summary

The estimated program cost for the options are outlined in the following table:

LINE OF COVERAGE	EXPIRING PROGRAM		PROPOSED PROGRAM(S)			
		ESTIMATED COST	PROGRAM 1		% CHANGE	
Brit Package	Premium	Lloyd's Syndicate 2987	\$308,976	Lloyd's Syndicate 2987	\$315,375	2%
	SLT Taxes		\$10,814		\$11,038	
	IL Stamp Fees		\$386		\$237	
	FMT Taxes Property		\$98		\$119	
	FMT Taxes APD		\$27		\$25	
	Total		\$320,301		\$326,794	
	TRIA Premium		Included		Included	
Equipment Breakdown	Premium	Travelers Property Casualty Co of America	\$10,582	Travelers Property Casualty Co of	\$10,582	0%
	TRIA Premium	(The Travelers Companies, Inc.)	Included	America (The Travelers Companies, Inc.)	Included	
Crime	Premium	Massachusetts Bay Insurance Company	\$7,544	Hanover Insurance Company (Hanover	\$7,544	0%
	TRIA Premium	(Hanover Insurance Companies)		Insurance Companies)		
Excess Liability	Premium	StarStone National Insurance Company	\$31,326	StarStone National Insurance	\$33,263	6%
	TRIA Premium	(Enstar Group Limited)	Included	Company (Enstar Group Limited)	Included	
Excess Property	Premium	Fireman's Fund Insurance Company	\$105,487	Fireman's Fund Insurance Company	\$105,704	.002%
	TRIA Premium	(Allianz SE)	Included	(Allianz SE)	Included	
Cyber Liability	Premium	ACE American Insurance Company (ACE	\$20,949	ACE American Insurance Company	\$20,956	.0003%
	TRIA Premium	Group)		(ACE Group)	Included	
Storage Tank Pollution Liability	Premium	Colony Insurance Company (Argo Group)	\$5,748	ACE American Insurance Company	\$5,035	-12%
	TRIA Premium		Taxes and TRIA Included	(ACE Group)	TRIA Included	
Excess Workers' Compensation	Premium	Safety National Casualty Corporation (Tokio	\$270,774	Safety National Casualty Corporation	\$278,897	3%
	TRIA Premium	Marine Holdings, Inc.)	Included	(Tokio Marine Holdings, Inc.)	Included	
Arthur J. Gallagher Broker Services Fee			\$38,625		\$38,625	0%
Total Estimated Program Cost			\$811,336		\$827,400	2%

Quote from **ACE American Insurance Company (ACE Group)** is valid until **3/31/2019**

Quote from **Colony Insurance Company (Argo Group)** is valid until **5/1/2019**

Quote from **StarStone National Insurance Company (Enstar Group Limited)** is valid until **4/12/2019**

Quote from **Travelers Property Casualty Co of America (The Travelers Companies, Inc.)** is valid until **5/7/2019**

Quote from **Fireman's Fund Insurance Company (Allianz SE)** is valid until **3/14/2019**

Quote from **Hanover Insurance Company (Hanover Insurance Companies)** is valid until **5/6/2019**

Quote from **Lloyd's Syndicate 2987** is valid until **4/11/2019**

Quote from **Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)** is valid until **5/1/2019**

Quote from **ACE American Insurance Company (ACE Group)** is valid until **5/1/2019**

Quote from **AIX Specialty Insurance Company (Hanover Insurance Companies)** is valid until **4/8/2019**

Gallagher is responsible for the placement of the following lines of coverage:

Brit Package

Equipment Breakdown

Crime

Excess Liability

Excess Property

Cyber Liability

Storage Tank Pollution Liability

Excess Workers' Compensation

It is understood that any other type of exposure/coverage is either self-insured or placed by another brokerage firm other than Gallagher. If you need help in placing other lines of coverage or covering other types of exposures, please contact your Gallagher representative.

Payment Plans

CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Lloyd's Syndicate 2987	Brit Package	Full Pay	Agency Bill
AIX Specialty Insurance Company (Hanover Insurance Companies)	Package	Payable: Premium is minimum & deposit. Loss Fund is fully earned at Inception. Premium is due in full at inception.	Agency Bill
Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	Equipment Breakdown	Premium due annually for 3-years	Agency Bill
Hanover Insurance Company (Hanover Insurance Companies)	Crime	Premium due annually for 3-years	Agency Bill
StarStone National Insurance Company (Enstar Group Limited)	Excess Liability	Payable Within 30 Days of Binding Coverage	Agency Bill
Fireman's Fund Insurance Company (Allianz SE)	Excess Property	Full Pay at inception	Agency Bill
ACE American Insurance Company (ACE Group)	Cyber Liability	Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of the Binder or the Effective Date of the policy, whichever is later	Agency Bill
Colony Insurance Company (Argo Group)	Storage Tank Pollution Liability	Premium is Due 30 Days from the Effective Date	Agency Bill
ACE American Insurance Company (ACE Group)	Storage Tank Pollution Liability	The Premium Indicated Must be Remitted to US Within Thirty (30) Days of the Inception Date.	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	Excess Workers' Compensation	Payment Terms: Immediate	Agency Bill

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
ACE American Insurance Company	A++ XV	Admitted
AIX Specialty Insurance Company	A XV	Non-Admitted
Colony Insurance Company	A XIV	Non-Admitted
Fireman's Fund Insurance Company	A+ XV	Admitted
Hanover Insurance Company	A XV	Admitted
Lloyd's Syndicate 2987	A XV	Non-Admitted
Safety National Casualty Corporation	A+ XV	Admitted
StarStone National Insurance Company	A- XI	Admitted
Travelers Property Casualty Co of America	A++ XV	Admitted

*Gallagher companies use A.M. Best rated insurers and the rating listed above was verified on the date the proposal document was created.

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A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is not a warranty of a company's financial strength and ability to meet its obligations to policyholders. Best's Credit Ratings™ are under continuous review and subject to change and/or affirmation. For the latest Best's Credit Ratings™ and Guide to Best's Credit Ratings, visit the A.M. Best website at <http://www.ambest.com/ratings>.

**If coverage placed with a non-admitted carrier, it is doing business in the state as a surplus lines or non-admitted carrier, and is neither subject to the same regulations as an admitted carrier nor do they participate in any state insurance guarantee fund.

Gallagher companies make no representations and warranties concerning the solvency of any carrier, nor does it make any representation or warranty concerning the rating of the carrier which may change.

Proposal Disclosures



Proposal Disclosures

The following disclosures are hereby made a part of this proposal. Please review these disclosures prior to signing the Client Authorization to Bind or e-mail confirmation.

Proposal Disclaimer

IMPORTANT: The proposal and/or any executive summaries outline certain terms and conditions of the insurance proposed by the insurers, based on the information provided by your company. The insurance policies themselves must be read to fully understand the terms, coverages, exclusions, limitations and/or conditions of the actual policy contract of insurance. Policy forms will be made available upon request. We make no warranties with respect to policy limits or coverage considerations of the carrier.

Compensation Disclosure

1. Gallagher Companies are primarily compensated from the usual and customary commissions, fees or, where permitted, a combination of both, for brokerage and servicing of insurance policies, annuity contracts, guarantee contracts and surety bonds (collectively "insurance coverages") handled for a client's account, which may vary based on market conditions and the insurance product placed for the client.
2. In placing, renewing, consulting on or servicing your insurance coverages, Gallagher companies may participate in contingent and supplemental commission arrangements with intermediaries and insurance companies that provide for additional compensation if certain underwriting, profitability, volume or retention goals are achieved. Such goals are typically based on the total amount of certain insurance coverages placed by Gallagher with the insurance company, not on an individual policy basis. As a result, Gallagher may be considered to have an incentive to place your insurance coverages with a particular insurance company. If you do not wish to have your commercial insurance placement included in consideration for additional compensation, contact your producer or service team for an Opt-out form.
3. Gallagher Companies may receive investment income on fiduciary funds temporarily held by them, or from obtaining or generating premium finance quotes, unless prohibited by law.
4. Gallagher Companies may also access or have an ownership interest in other facilities, including wholesalers, reinsurance intermediaries, captive managers, underwriting managers and others that act as intermediaries for both Gallagher and other brokers in the insurance marketplace some of which may earn and retain customary brokerage commission and fees for their work.

If you have specific questions about any compensation received by Gallagher and its affiliates in relation to your insurance placements, please contact your Gallagher representative for more details.

In the event you wish to register a formal complaint regarding compensation Gallagher receives from insurers or third-parties, please contact Gallagher via e-mail at Compensation_Complaints@ajg.com or by regular mail at:

Chief Compliance Officer
Gallagher Global Brokerage
Arthur J. Gallagher & Co.
2850 Golf Rd.
Rolling Meadows, IL 60008

TRIA/TRIPRA Disclaimer

If this proposal contains options to purchase TRIA/TRIPRA coverage, the proposed TRIA/TRIPRA program may not cover all terrorism losses. While the amendments to TRIA eliminated the distinction between foreign and domestic acts of terrorism, a number of lines of coverage excluded under the amendments passed in 2005 remain excluded including commercial automobile, burglary and theft insurance; surety insurance, farm owners multiple perils and professional liability (although directors and officers liability is specifically included). If such excluded coverages are required, we recommend that you consider purchasing a separate terrorism policy. Please note that a separate terrorism policy for these excluded coverages may be necessary to satisfy loan covenants or other contractual obligations. TRIPRA includes a \$100 billion cap on insurers' aggregate liability.

The TRIPRA program increases the amount needed in total losses by \$20 million each calendar year before the TRIPRA program responds from the 2015 trigger of \$100 million to \$200 million by the year 2020.

TRIPRA is set to expire on December 31, 2020. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2020. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be

maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

These property values were obtained using a desktop Property Estimator software operated by non-appraisal professionals. These property values represent general estimates which are not to be considered a certified appraisal. These property values include generalities and assumptions that may produce inaccurate values for specific structures.

Client Signature Requirements



Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 4/17/2019, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	LINE OF COVERAGE	CARRIER
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Brit – All Lines Aggregate Package Includes TRIA/Terrorism	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	All Lines Aggregate Package Including TRIA	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Equipment Breakdown – includes TRIA	Travelers Property Casualty Co of America
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Crime – includes TRIA	Hanover Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Liability – includes TRIA	StarStone National Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Property – includes TRIA	Fireman's Fund Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Cyber Liability – includes TRIA	ACE American Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Opt# 1 - Storage Tank Pollution Liability – Deductible \$5K; Premium	Colony Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Opt# 2 - Storage Tank Pollution Liability - Deductible: \$10K, Premium: \$6,848	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Opt# 3 - Storage Tank Pollution Liability - Deductible: \$25K, Premium: \$6,468	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Opt# 4 - Storage Tank Pollution Liability - Deductible: \$50K, Premium: \$6,011	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Opt# 5 - Storage Tank Pollution Liability - Deductible: \$10K, Premium: \$5,375	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	TRIA Coverage	
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Storage Tank Pollution Liability – Includes TRIA	ACE American Insurance Company
<input type="checkbox"/> Accept <input type="checkbox"/> Reject	Excess Workers' Compensation – Includes TRIA	Safety National Casualty Corporation

The above coverage may not necessarily represent the entirety of available insurance products. If you are interested in pursuing additional coverages other than those addressed in the coverage considerations included in this proposal, please list below:

Producer/ Insured Coverage Amendments and Notes:

EXPOSURES AND VALUES

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from our records and we acknowledge it is our responsibility to see that they are maintained accurately. If no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

We agree that your liability to us arising from your negligent acts or omissions, whether related to the insurance or surety placed pursuant to these binding instructions or not, shall not exceed \$20 million, in the aggregate. Further, without limiting the foregoing, we agree that in the event you breach your obligations, you shall only be liable for actual damages we incur and that you shall not be liable for any indirect, consequential or punitive damages.

Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

I have read, understand and agree that the above-information is correct and has been disclosed to us prior to authorizing Gallagher to bind coverage and/or provide services to us.

By: _____

Print Name (Specify Title)

Company

Signature

Date: _____

Appendix



Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Bloomington

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM.% OR FEE ³	GALLAGHER U.S. OWNED WHOLESALER, MGA, OR INTERMEDIARY %
Brit Package	Lloyd's Syndicate 2987	Brit Global Specialty USA	\$315,375	0 %	*4
Brit Package	AIX Specialty Insurance Company (Hanover Insurance Companies)	Risk Placement Services	\$316,014	0 %	7.5 %
Equipment Breakdown	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	Risk Placement Services	\$10,582	0 %	10%
Crime	Hanover Insurance Company (Hanover Insurance Companies)	N/A	\$7544 annual installment	0% AJG PNP	10 % AJGRMS Bonds Dept
Excess Liability	StarStone National Insurance Company (Enstar Group Limited)	CRC Wholesale Group	\$33,263	0 %	*4
Excess Property	Fireman's Fund Insurance Company (Allianz SE)	N/A	\$102,750	0%-	
Cyber Liability	ACE American Insurance Company (ACE Group)	Risk Placement Services	\$20,956	10 %	10 %
Storage Tank Pollution Liability	Colony Insurance Company (Argo Group)	AmWINS Group Inc.	\$7,989 - \$5K Ded \$6848 - \$10K Ded \$6468 - \$25K Ded \$6011 - \$50K Ded \$5375 - \$10K Ded Basic Form TRIA 5% additional for all options	11.7 %	* + \$150.00

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM. % OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Storage Tank Pollution Liability	ACE American Insurance Company (ACE Group)	N/A	\$5,035	15 %	NA
Excess Workers' Compensation	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	N/A	\$278,8970	0%	NA
Arthur J. Gallagher Broker Services Fee	Broker Services Fee			\$38,625	

1 We were able to obtain more advantageous terms and conditions for you through an intermediary/ wholesaler.

2 If the premium is shown as an indication: The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

* A verbal quotation was received from this carrier. We are awaiting a quotation in writing.

3 The commission rate is a percentage of annual premium excluding taxes & fees.

* Gallagher is receiving ___% commission on this policy. The fee due Gallagher will be reduced by the amount of the commissions received.

4 * The non-Gallagher intermediary/wholesaler did not provide their compensation information for this proposal. The usual and customary compensation to a wholesaler/ intermediary ranges from 5% to 12%, but we cannot verify that range is applicable in connection with this proposal.

Claims Reporting By Policy

For all of your coverages within this proposal, unless otherwise noted: • immediately report any incident, claim, or suit to:

all Property, Automobile, Crime (Lloyd's/Travelers) and Casualty (Lloyd's) Excess Property claims, Excess Workers Compensation (Safety National), Excess Liability claims report to:

TPA or Carrier Name: Alternative Service Concepts

By Mail – Address: 109 E. Olive Street

Bloomington, IL 61701

Bob Hudak SCLA – Claims Adjuster

By Phone: (309) 434-2382

By Fax: (309) 434-2962

By E-mail: mark.watkins@ascrisk.com

Website: www.ascrisk.com

Excess Liability claims report to:

TPA or Carrier Name: StarStone National Insurance Co.

By E-mail: claims@starstone.com

Boiler & Machinery claims report to:

Carrier: Travelers

By Phone: (800) 238-6225

By Fax: (877) 784-5329

Storage Tank Pollution Liability claims report to:

By Mail – Address: Colony Insurance Company

Claims Reporting

Attn: Claims Manager

8720 Stony Point Parkway, Suite 300

Richmond, VA

Crime

Hanover Insurance Company

Phone#: 800-628-0250

Fax#: 800-399-4734

Email: firstreport@hanover.com

Cyber Liability

ACE American Insurance Company

Phone# 800-252-4670

Fax# 800-300-2538

Email:

:

Storage Tank Pollution Liability

ACE American Insurance Company

Fax#: (866) 635-5687

First Notice Fax: (800) 951-4119

Email: CasualtyRiskEnvironmentalFirstNotice@chubb.com



CONSENT AGENDA ITEM NO. 7J

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Human Resources

SUBJECT: Consideration of a three (3) year Agreement with Nugent Consulting Group (NCG) for Insurance and Consulting Services from May 1, 2019 through April 30, 2022, at an hourly rate of \$180.00, with a not to exceed cap of \$17,500, as requested by the Human Resources Department.

RECOMMENDATION/MOTION: The three (3) year Agreement with Nugent Consulting Group (NCG) for Insurance and Consulting Services, be approved contingent upon future budget appropriation, the City Manager be authorized to execute the Agreement, and Procurement be authorized to issue the 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 services.

BACKGROUND: In Fiscal Year (FY) 2016, Council entered into an agreement with Nugent Consulting Group to continue to work with staff on a variety of projects as it relates to employee safety, review of Property Liability and Workers' Compensation insurance policies, day to day risk management advice. During 2016-2019, staff continued to work with NCG to provide quarterly workers' compensation reports, quarterly loss analysis, identifying safety resources, review insurance policies, oversee renewal plan and present all renewal terms, and assist in the RFP process for Insurance Brokerage and Third Party Administrator agreements for 2019-2022.

Mr. Nugent's experience in the insurance and safety field has been valuable to staff. He is familiar with the City's operations, which have proved to be an important asset in the administration of the City's Workers' Compensation, Property Casualty and Risk Management Program. Mr. Nugent's background in the municipal insurance arena, including both private and public sector risk management experience, brings the qualifications and experience to assist staff in carrying out this work.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Services will be provided at an hourly rate of \$180.00 with a not to exceed annual cap of \$17,500. Funds are included in the FY 2020 Budget under the Casualty Insurance-Other Professional & Technical Services account (60150150-70220). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvements" on page 124.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Nicole R. Albertson, Human Resources Director

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 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- HR 2B CONTRACT NUGENT

**CITY OF BLOOMINGTON CONTRACT WITH
FOR PROFESSIONAL SERVICES FOR**

THIS AGREEMENT, dated this _____ day of _____, 2019, is between the City of Bloomington (hereinafter "CITY") and _____ (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

___ A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.

___ Fees as set forth in the Payment Terms attached as Exhibit B.

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. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability arising out of CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

Section 8. Insurance Requirements. CONTRACTOR shall maintain an errors and omissions policy in the amount of \$1,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$1,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

Section 9. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract.

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. 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 12. 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 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. 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 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. 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 17. Term. The term of this Contract shall be:

Until all of the services and/or deliverables required to provided within this Contract are completed.

8ch_ ane /#fiyear from the date of execution.

8ch_ fwo /Sfiyears 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 7 and 12 shall survive termination.

Section 18. Counterparts. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

CITY OF BLOOMINGTON

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

EXHIBIT B
PAYMENT TERMS



CONSENT AGENDA ITEM NO. 7K

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Contract with Henson Disposal, Inc., (RFP #2019-33), for the disposal of spoils, generated during excavations performed to repair and maintain City of Bloomington infrastructure, and waste collected from City of Bloomington street sweeping program, in the amount not to exceed \$605,000 (\$33.00 per ton), as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Contract with Henson Disposal, Inc. be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 1d. City services delivered in the most cost-effective and efficient manner; 2b. Quality water for the long term; 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure; and 5b. City decisions consistent with plans and policies.

BACKGROUND: Public Works is recommending a not to exceed \$605,000 (\$33.00 per ton) contract with Henson Disposal, Inc., for the disposal of spoils, generated during excavations performed to repair and maintain City of Bloomington infrastructure, and waste collected from City of Bloomington street sweeping program. Excavation spoils are a non-hazardous solid waste consisting of materials removed from the ground during various types of excavation and street maintenance operations. Examples would be materials removed while sweeping of city streets or performing repairs to city sewer mains and water mains. The spoils may include soil, sand, gravel, asphalt, concrete, broken utility pipe, wood, glass, and plastic. The receiver of the spoils must possess the required permit from the Illinois Environmental Protection Agency (IEPA) allowing the receiver to store and handle these types of materials safely. The current agreement utilized by the City expires May 1, 2019.

Three companies submitted proposals in response to the City's Request for Proposals, RFP #2019-33. Two of the three companies were responsive and possessed the required IEPA permits. The companies are as follows:

- Henson Disposal, Inc.
- American Disposal Services of America Inc. (d.b.a. Bloomington Transfer Station)

The evaluation team reviewed each proposal based on the following criteria:

- Firm's expertise and competence with similar projects
- Professional qualifications/certifications and experience of key personnel

- Time required to accomplish requested service
- References
- Ability to work effectively with City staff and representatives
- Proposed cost

Based on the evaluation criteria, Public Works recommends awarding the contract to Henson Disposal. The contractor will separate all materials and recycle those that are able to be recycled. The materials that are not recyclable will be transported to a landfill. Henson Disposal will allow the City of Bloomington access to their dumpsite 24 hours a day, 7 days a week at no additional cost. This will allow spoils to be transported to Henson's facility at any time, avoiding the need to store spoils on City property where space is limited.

Awarding the contract for disposal of spoils and street sweepings to Henson Disposal will save the City disposal cost when compared to the next qualified proposal, as well as if the City would dispose of spoils directly at the Bloomington transfer station. The City of Bloomington Public Works Department generated approximately 16,890 tons of spoils between May 1, 2017 and April 30, 2018. Anticipating that the same volume of disposal will be required in FY 2020, Henson Disposal's proposal price of \$33.00 per ton will save the City of Bloomington approximately \$219,570 when compared to the next qualified proposal from American Disposal Services of America Inc. (\$46.00 per ton).

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Public notice of the Request for Proposal was published in the Pantagraph on February 27, 2019. A pre-proposal meeting was held at Bloomington City Hall on January 31, 2019. A total of three proposals were received by the March 14, 2019 deadline.

FINANCIAL IMPACT: Payment for this service will be made out of 4 departments totaling \$605,000 as follows:

1. Street Maintenance-Landfill & Residual Disposal account (10016120-70650) for \$75,000.
2. Water Transmission & Distribution- Landfill & Residual Disposal account (50100120-70650) for \$200,000.
3. Sanitary Sewer- Landfill & Residual Disposal account (51101100-70650) for \$130,000.
4. Storm Water- Landfill & Residual Disposal account (53103100-70650) for \$200,000.

Stakeholders can locate the Street Maintenance portion in the FY 2020 Proposed Budget Book titled Budget Overview & General Fund on page 234. The Water, Sewer and Storm Water detail can be found in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 82, 92 and 97.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

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

Respectfully submitted for Council consideration.

Prepared By: Jason Harden, Supt. of Water Distribution
Brett Lueschen, Operations Manager
Michael Hill, Management Analyst

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 5B CONTRACT SPOILS AND STREET SWEEPING WASTE DISPOSAL 04222019

**CITY OF BLOOMINGTON
CONTRACT WITH**

FOR

THIS AGREEMENT, dated this ____ day of _____, 2019, 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. 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.

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 _____

PROPOSAL FORM

RFP #2019-33

Disposal of Spoils Material

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

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

Site Location: 2148 Trilakes Rd Bloomington, IL 61704

Site Days of Operation: Monday - Saturday

Site Times of Operation: 6am - 4pm | Sat 7:30am - 12pm

Method of Measurement: Weight | Tons

Spoils Proposal Price: \$ 33.00 per ton (measurement)

Could the Site be available to the City 24 hours, 7 days a week? Yes

If so, will there be any additional costs and provide those detailed cost: TBD

****Proposer may provide and attach Alternates**

Henson Disposal & Recycling Inc. [Signature]
Name of Company Authorized Signature

2148 Trilakes Rd. Bloomington IL 61704
Address City State Zip

309 829 5021 309 829 5741
Telephone Number Fax Number

henson disposal@yahoo.com 3/13/19
Email Address Date



CONSENT AGENDA ITEM NO. 7L

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Road Dedication Agreement with Chicago Title Company Land Trust No. 8002368759, dated July 23, 2015, an Illinois Land Trust (the Grantor), for right-of-way dedication, temporary easements, and relocation of the existing entrance, in conjunction with the GE Road and Keaton Place/Auto Row Drive Intersection Improvement project (MFT No. 13-00351-00-TL), in the amount of \$21,926 and with additional considerations, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Road Dedication Agreement be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goals 2. Upgrade the City infrastructure and facilities and 5. Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalk and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Public Works is recommending a Road Dedication agreement with Chicago Land Title Company Land Trust No. 8002368759, in the amount of \$21,926 and with additional considerations, to pay for right-of-way dedication, temporary easements, and relocation of the existing main truck entrance, in conjunction with the GE Road and Keaton Place/Auto Row Drive Intersection Improvement project. The property (formerly used by General Electric Company as a factory) is used by the Mechanical Devices Company as a warehouse. The right-of-way dedication and temporary easements are located on the southeast corner of the GE Road and Keaton Place/Auto Row Drive intersection. They are needed for the construction of the GE Road and Keaton Place/Auto Row Drive Intersection Improvement Project. The Grantor has agreed to accept, as compensation for the right-of-way and the temporary easements, to have their existing main entrance adjacent to the GE Road and Keaton Place intersection relocated approximately 618 feet east to the east side of their building.

Driveway Relocation

Approximately 20 large, over-the-road semis enter and exit this driveway each business day. The distance from the proposed stop bar for the new traffic signal to the nearest point on the existing main entrance to the property off GE Road is approximately 45 feet. The 45-foot separation is insufficient for a vehicle of this size to exit without causing conflicts with traffic using the adjacent intersection.

Summary of Agreement Terms

By approving this agreement, the City agrees to:

- Pay Grantor \$21,926.00

- Make additional improvements when reconstructing the intersection
- Construct a new 30' concrete entrance
- Resurface a 20 foot by 324 foot section of the parking lot

The Grantor agrees to:

- Dedicate 3,658.5 sq. ft. of right-of-way
- Grant 2,925.66 ± sq. ft. of temporary easement
- Dedicate a total of 486 ft. ± of No Access Strips along the east right-of-way line of Keaton Place and south right-of-way line of GE Road

Need for GE & Keaton Intersection Improvement

GE Road is a four-lane, urban arterial that serves over 18,000 vehicles per day. The intersection at Keaton Place/Auto Row Drive is located just over 400 feet east of Veterans Parkway and services a car dealership, retail shops, and popular restaurants. The existing traffic control at this location is a two-way stop, with Keaton Place/Auto Row Drive stopping for GE Road. The northbound left turn from Keaton onto G.E. accounts for 72% of the traffic exiting Keaton. The turn is difficult, especially at peak traffic times.

Proposed GE & Keaton Intersection Improvement

Knight E.A. (the design consultant), performed a detailed traffic study for this intersection. A four-way stop is not a viable option at this location due to the high east-west volume on GE Road and the subject intersections proximity to Veterans Parkway. The proposed plan for the GE Road and Keaton Place/Auto Row Drive intersection includes installing traffic signals, installing a dual northbound left turn lane, and increasing the corner radii on all four quadrants to accommodate large delivery vehicles that support nearby businesses. Staff’s goal is to bid the project in the spring/summer of 2019, provided that the right-of-way acquisitions can be completed in time.

Agreement Cost

The estimated value of this agreement is:

Payment to be made to grantor	\$21,926
Entrance work performed by City (estimated additional consideration)	\$24,000
Total estimated value of compensation	\$45,926

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Project coordination related to right-of-way acquisition and easements include the Illinois Department of Transportation; representatives of the affected property owners: Barker Motors, Walgreens, and Mechanical Devices; and representatives of utility companies with facilities in the area: Ameren, Verizon, NICOR, Comcast, Campus Communications, Country Companies, MetroNet, and MCI.

FINANCIAL IMPACT: Funds for right-of-way dedication, temporary easements, and relocation of the existing entrance are included in the FY 2019 Budget under the Motor Fuel Tax-Land account (20300300-72510). Stakeholders can locate this in the FY 2019 Budget Book titled “Other Funds & Capital Improvement” on pages 8, 243, 248 and 251. The additional consideration for entrance work that the City agreed to perform (estimated at \$24,000) is included in the cost for the construction of the intersection which is included in the FY 2020 Budget.

COMMUNITY DEVELOPMENT IMPACT: N/A

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: The City will be responsible for the entire cost of the maintenance of the completed streets and traffic signals as well as the cost of electricity to operate the traffic signals. Respectfully submitted for Council consideration.

Prepared By: Luke Thoele, P.E., Assistant City Engineer
Michael Hill, Management Analyst

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 8B ROAD DEDICATION AGREEMENT GE KEATON ROW AGRMT LND TRST 04222019
- PW 8C LOCATION MAP GE KEATON ROW AGRMT LND TRST 04222019

Prepared by / Return to:

Sorling Northrup
Aaron D. Evans, of Counsel
1 North Old State Capitol Plaza
Suite 200
P.O. Box 5131
Springfield, IL 62705
Telephone: 217-544-1144
Fax: 217-522-3173

ROAD DEDICATION AGREEMENT

This Road Dedication Agreement (this “**Agreement**”) is made as of _____, 2019, by and between Chicago Title Company Land Trust No. 8002368759, dated July 23, 2015, an Illinois land trust (the “**Grantor**”), and the City of Bloomington, Illinois, a Municipal Corporation (the “**City**”).

RECITALS

- A. Grantor is the owner of the real property described in Appendix A attached hereto (the “**Property**”).
- B. The City desires to construct certain improvements to the public right-of-way and its appurtenances at the intersections of General Electric Road, Keaton Place, and Auto Row Drive, Bloomington, Illinois (collectively, the “**Improvements**”), and Grantor agrees to dedicate a portion of the Property to the City for that purpose.

Now therefore, in consideration of the mutual covenants set forth in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the City agree as follows:

AGREEMENT

1. **Dedication of Right-of-Way.** Grantor hereby grants, conveys, warrants, and dedicates unto the City the property (the “**Right-of-Way**”) legally described in Appendix B attached hereto and shown on the plat (the “**Right-of-Way Plat**”) recorded as document number _____ in the office of the County Recorder of McClean County, Illinois, to be used and held by the City for street, road, highway, right-of-way, drainage, and utility purposes, and the City hereby accepts the same.

2. Grant of Temporary Easement. Grantor hereby conveys, warrants, and grants unto the City a temporary easement in, on, over, under, through and across portions of the Property (the “**Temporary Easement Premises**”) as provided in this Section 2.

2.1 Temporary Easement Premises. The Temporary Easement Premises shall consist of a strip of land adjacent to the Right-of-Way and more fully shown in the Right-of-Way Plat, and a strip of land 100 feet wide centered on the milled and resurfaced path described in Section 4.2.3 below.

2.2 Rights of the City. The City shall have the right, privilege, and easement to use and occupy the Temporary Easement Premises at all times convenient and necessary for purposes of facilitating the construction of the Improvements, including but not limited to the right of entry, access, occupation, staging, sloping, grading, clearing, grubbing, excavating, and storage of equipment, materials, and excavated earth.

2.3 Termination. The City’s rights in and to the Temporary Easement Premises shall expire upon completion of the Improvements, restoration of the Property, and a satisfactory final inspection.

3. Restrictive Covenants. Grantor hereby imposes upon the Property the restrictions and covenants provided in this Section 3, which shall be covenants running with the land for the benefit of the City. The intended purpose of the restrictions is to enable the City to limit access to adjacent public right-of-way along the effected frontage.

3.1 Restrictions on Access. There shall be no access to the Property permitted along the east right-of-way line of Keaton Place from the south right-of-way line of General Electric (G.E.) Road (Sta. 9+49.17) extending south 277.48 feet to Sta. 6+71.99, and there shall be no access to the Property permitted along the south right-of-way line of G.E. Road from the new east right-of-way line of Keaton Place (Sta. 9+49.70/55.78’ Rt. From the centerline of Keaton Place and Sta. 25+48.20/50.16 Rt. From the centerline of G.E. Road) extending east 185.54 feet to Sta. 27+33.74 as legally described in Appendix C attached hereto and shown on the Right-of-Way Plat.

3.2 Duration. The restrictions provided in this Section 3, to the extent permitted by applicable law, shall be perpetual.

3.3 Amendment. The restrictions contained in this Section 3 may be amended at any time by a written instrument signed and acknowledged by the Grantor, or its successors, and the City. The City may, at its sole discretion and at any time by a written instrument signed and acknowledged by the City, (i) modify the covenants in any manner that does not serve to enlarge the scope of the restrictions or (ii) release any part or all of the covenants. The provisions of any instrument amending or terminating covenants shall be effective from and after the date it is recorded.

4. Restoration of Property. Upon completion of the Improvements, the City shall have the obligation to remove from the Temporary Easement Premises all debris, surplus material, and construction equipment; blend grades and elevations of land and driveways; and restore the surface of the Temporary Easement Premises to smooth contours. The City shall make reasonable effort to preserve any plants or landscaping but shall have the right to remove from the Temporary Easement Premises, without the obligation to replace, such trees, shrubbery, or other landscaping, as well as to remove other obstructions or possible hazards, to the extent, in

the sole judgment of the City, necessary to prevent interference with the economical, safe, or convenient construction of the Improvements.

4.1 Westernmost Entrance. The Grantor agrees that the City may, at its sole discretion, remove the westernmost entrance (station 26+24 right, GE Road) to the Property and terminate Grantor's access and connection to GE Road at said westernmost entrance.

4.2 Easternmost Entrance. The City agrees that it will improve the Grantor's easternmost entrance to the property (station 32+42 right, GE Road) as follows:

4.2.1 The City will remove the existing bituminous & PC Concrete entrance between the curb and 5 feet south of the property line.

4.2.2 The City will construct a new PC Concrete entrance a minimum of 40 feet wide at the curb laydown and a minimum of 30 feet wide where it meets the bituminous parking area.

4.2.3 The City agrees to mill off the top 2 inches of the existing bituminous parking area in a 20-foot-wide path from the new PC Concrete entrance (described in 4.2.2 above) southerly to the existing gate in the fence, and thence southerly from the gate to the north edge of the old Railroad tracks (a total distance of approximately 324 feet).

4.2.4 The City agrees to place in the milled area described in 4.2.3 an application of 0.05 lbs per square foot of Bituminous Materials (Tack Coat) and a thickness of 2 inches of Polymerized Hot Mix Asphalt Surface Course with Stone Matrix Aggregate.

4.3 Gate. The City agrees it shall pay the Grantor \$19,925.00 towards the cost of installing a new gate at the location of the improved eastern entrance. The Grantor shall be responsible for making any improvements to the existing fence(s) or gate(s) on the Property.

4.4 Guardhouse. The City agrees it shall pay the Grantor \$2,001.00 towards the cost of installing a new guardhouse at the location of the improved eastern entrance. The Grantor shall be responsible for purchasing or installing any guardhouse(s) on the Property.

4.5 Grantor Assumes Maintenance. The Grantor agrees the City shall have no maintenance responsibility for any items constructed or installed on the Property as part of this Section 4. Maintenance shall be the responsibility of the Grantor.

5. Consideration. As full consideration for this Agreement, including the market value of the Right-of-Way, Temporary Easement Premises, the Grantor's covenants herein and any and all damage to the Property related to the construction of the Improvements, the City agrees to perform, and the Grantor agrees to accept as full consideration, the following:

5.1 The City shall pay to the Grantor \$21,926.00 as stated in Sections 4.3 and 4.4.

5.2 The City shall perform the work stated in Section 4.2.

6. Authority and Warranty of Title. Each party executing this Agreement as or on behalf of the Grantor represents and warrants that he/she/they are authorized to execute this Agreement. The Grantor warrants that the Grantor is the owner of the Property and has the right, title and capacity to convey the Right-of-Way and Temporary Easement Premises to the City.

7. **Cooperation.** Grantor and the City agree to cooperate and execute all future documents, including, but not limited to, any instrument if so requested by either party to confirm this Agreement, re-grant the Right-of-Way and/or Temporary Easement Premises, carry out the transactions contemplated by this Agreement, or as may be necessary or desired for recording purposes.

8. **Binding Effect.** This Agreement shall inure to the benefit of and shall be binding upon the heirs, successors and assigns of the respective parties hereto and shall run with the title to the Property. The rights and easements granted to the City under this Agreement shall extend to the City's agents, employees, designees, contractors, guests, invitees, successors and assigns, and all those acting by or on behalf of the City.

9. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.

10. **Effect of Invalidity.** In the event that any court of competent jurisdiction determines that any covenant, term or condition of this Agreement as applied to any particular facts or circumstances is wholly or partially invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect such covenant, term or condition as the same applies to other facts or circumstances (unless the effect of such determination precludes the application of such covenant, term or condition to other facts or circumstances), nor shall it affect the validity, legality or enforceability of the other covenants, terms and conditions of this Agreement.

11. **Entire Agreement.** This Agreement represents the entire agreement between the Grantor and the City and supersedes any prior agreements relating to the subject matter of this Agreement. This Agreement may be modified or amended only by a written instrument duly authorized and executed by the parties.

12. **Right of Homestead.** Grantor represents that the Property is not subject to the Homestead Exemption Laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above written.



Chicago Title Company
Land Trust No. 8002368759, dated July 23, 2015

By: *David A. Hooper*

Attest:

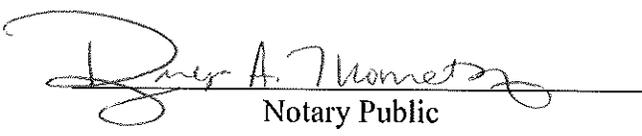
**Attestation not required
pursuant to corporate by-laws.**

This instrument is executed by the undersigned Land Trustee, not personally but solely as Trustee in the exercise of the power and authority conferred upon and vested in it as such Trustee. It is expressly understood and agreed that all the warranties, indemnities, representations, covenants, undertakings and agreements herein made on the part of the Trustee are undertaken by it solely in its capacity as Trustee and not personally. No personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the Trustee on account of any warranty, indemnity, representation, covenant, undertaking or agreement of the Trustee in this instrument.

STATE OF ILLINOIS)
)
COUNTY OF COOK) SS.

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that LAUREL D. THORPE and _____, personally known to me to be the ASSISTANT VICE PRESIDENT and _____, respectively, of Chicago Title Company, whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed, sealed, and delivered the foregoing instrument as their free and voluntary act pursuant to authority granted to them, and as the free and voluntary act and deed of Chicago Title Company, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 14th day of March, 2019.


Notary Public

"OFFICIAL SEAL"
BRIDGET A. THOMETZ
Notary Public, State of Illinois
My Commission Expires 07/01/2021

CITY OF BLOOMINGTON,
a Municipal Corporation

By: _____

STATE OF ILLINOIS)
)
COUNTY OF MCLEAN) SS.

I, the undersigned, a Notary Public in and for the above County and State, HEREBY CERTIFY that _____, as _____ of the City of Bloomington, an Illinois municipal corporation, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he or she signed, sealed, and delivered said instrument, pursuant to authority, as the free and voluntary act of the City of Bloomington for the uses and purposes therein stated.

Given under my hand and seal, this _____ day of _____, 2018.

Notary Public

Exempt under provisions of Paragraph (b) of Section 31-45 of the Real Estate Transfer Tax Law, 35 ILCS 200/31-45. Dated: _____ _____ Buyer, Seller or Representative

APPENDIX A

Description of Property

LOT 2 IN GENERAL ELECTRIC COMPANY SUBDIVISION, ACCORDING TO THE PLAT RECORDED ON DECEMBER 30, 1996 AS DOCUMENT NO. 1996-33517, BLOOMINGTON, IN MCLEAN COUNTY, ILLINOIS.

PARCEL NO. 14-35-201-004

COMMON ADDRESS: 1601 GE ROAD, BLOOMINGTON, ILLINOIS 61701

APPENDIX B

Description of Right-of-Way

THAT PART OF LOT 2 IN GENERAL ELECTRIC COMPANY SUBDIVISION, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 96-33517, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 46 MINUTES 53 SECONDS EAST (ASSUMED), 20.31 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF FAU 6354 (GENERAL ELECTRIC ROAD) TO AN ANGLE POINT; THENCE NORTH 87 DEGREES 21 MINUTES 22 SECONDS EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE, 10.48 FEET; THENCE SOUTH 39 DEGREES 31 MINUTES 50 SECONDS WEST, 25.71 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 42 SECONDS WEST, 68.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 310.00 FEET AND WHOSE CHORD BEARS SOUTH 13 DEGREES 58 MINUTES 39 SECONDS WEST, AN ARC DISTANCE OF 148.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 130.04 FEET AND WHOSE CHORD BEARS SOUTH 13 DEGREES 54 MINUTES 06 SECONDS WEST, AN ARC DISTANCE OF 62.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF KEATON PLACE AND PROPOSED POINT OF CURVATURE; THE NEXT 4 CALLS BEING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID KEATON PLACE; THENCE NORTH 0 DEGREES 04 MINUTES 36 SECONDS EAST, 0.16 FEET TO ORIGINAL POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 304.50 FEET AND WHOSE CHORD BEARS NORTH 09 DEGREES 58 MINUTES 28 SECONDS EAST, AN ARC DISTANCE OF 105.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 295.50 FEET AND WHOSE CHORD BEARS NORTH 10 DEGREES 07 MINUTES 57 SECONDS EAST, AN ARC DISTANCE OF 102.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 13 MINUTES 42 SECONDS EAST, 88.18 FEET TO THE POINT OF BEGINNING, IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

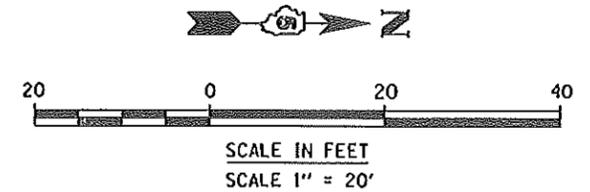
APPENDIX C

Description of No Access Strips

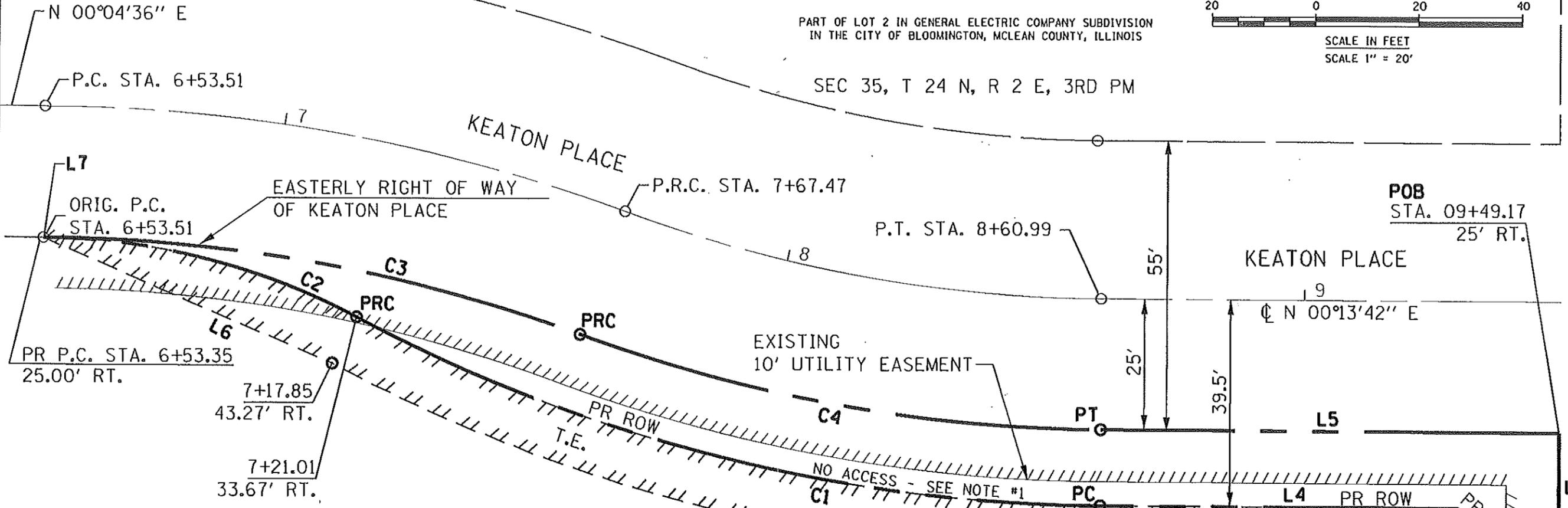
NO ACCESS SHALL BE PERMITTED FROM LOT 2 IN GENERAL ELECTRIC COMPANY SUBDIVISION (A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 96-33517) TO THE PUBLIC RIGHT-OF-WAY ALONG THE NEW EAST RIGHT-OF-WAY LINE OF KEATON PLACE FROM THE SOUTH RIGHT-OF-WAY LINE OF GENERAL ELECTRIC (G.E.) ROAD (STA. 9+49.17) EXTENDING SOUTH 277.48 FEET TO STA. 6+71.99, AND NO ACCESS SHALL BE PERMITTED ALONG THE SOUTH RIGHT-OF-WAY LINE OF G.E. ROAD FROM THE NEW EAST RIGHT-OF-WAY LINE OF KEATON PLACE (STA. 9+49.70/55.78' RT. FROM THE CENTERLINE OF KEATON PLACE AND STA. 25+48.20/50.16 RT. FROM THE CENTERLINE OF G.E. ROAD) EXTENDING EAST 185.54 FEET TO STA. 27+33.74

RIGHT OF WAY PLAT

PART OF LOT 2 IN GENERAL ELECTRIC COMPANY SUBDIVISION
IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS



SEC 35, T 24 N, R 2 E, 3RD PM



FAU 6354 (GENERAL ELECTRIC ROAD)

SOUTH RIGHT OF WAY LINE OF FAU 6354

NOTES:

1. NO ACCESS WILL BE PERMITTED ALONG THE EAST RIGHT-OF-WAY (R.O.W.) LINE OF KEATON PLACE FROM THE SOUTH R.O.W. LINE OF GENERAL ELECTRIC (G.E.) ROAD (STA 9+49.17), EXTENDING SOUTH 277.48 FEET (STA 6+71.69).
2. NO ACCESS WILL BE PERMITTED ALONG THE SOUTH R.O.W. LINE OF G.E. ROAD FROM THE NEW EAST R.O.W. LINE OF KEATON PLACE (STA 9+49.70/55.78' RT. FROM THE CENTERLINE OF KEATON PLACE AND STA 25+48.20/50.16' RT. FROM THE CENTERLINE OF G.E. ROAD) EXTENDING EAST 185.54 FEET TO (STA 27+33.74).

PARCEL NO 14-35-201-004

CHICAGO TITLE LAND TRUST
 REQUIRED ROW = 3658.5 SQ.FT.± OR 0.084 ACRES±
 EXISTING PARCEL AREA = 30.065 ACRES±
 TOTAL REMAINING = 29.981 ACRES±
 TEMPORARY EASEMENT = 2925.66 SQ.FT.± OR 0.067 ACRES±
 TE PURPOSE = SIDEWALK CONSTRUCTION & GRADING

COURSE	BEARING	DISTANCE
L1	S 89°46'53" E	20.31'
L2	N 87°21'22" E	10.48'
L3	S 39°31'50" W	25.71'
L4	S 00°13'42" W	68.82'
L5	N 00°13'42" E	88.18'
L6	S 23°07'52" W	60.54'
L7	N 00°04'36" E	0.16'

COURSE	LENGTH	RADIUS	CH. BEARING	CHORD
C1	148.78'	310.00'	S 13°58'39" W	147.36'
C2	62.76'	130.04'	S 13°54'06" W	62.15'
C3	105.27'	304.50'	N 09°58'28" E	104.73'
C4	102.16'	295.50'	N 10°07'57" E	101.65'

THIS IS TO CERTIFY THAT THIS PLAT WAS PREPARED UNDER THE SUPERVISION OF AN ILLINOIS PROFESSIONAL LAND SURVEYOR FROM EXISTING MAPS, PLATS, OR OTHER INSTRUMENTS OF RECORD FOR THE USED AND PURPOSES SHOWN HEREON.

GIVEN UNDER MY HAND AND SEAL THIS 1 DAY OF February 2019 IN CHICAGO, ILLINOIS.

KNIGHT E/A, INC.

STEVEN BARCZAK, IPLS NO. 035.003269
LICENSE EXPIRES 11/30/2020

GENERAL ELECTRIC COMPANY SUBDIVISION

(DOC. NO. 96-33517)

LOT 2

EXISTING 10' UTILITY EASEMENT



LEGEND

- ===== TEMPORARY EASEMENT LINE
- PROPOSED ROW LINE
- EXISTING ROW LINE
- ===== EXISTING UTILITY EASEMENT
- PR = PROPOSED
- EX = EXISTING
- ROW = RIGHT OF WAY
- T.E. = TEMPORARY EASEMENT

KNIGHT Engineers & Architects	USER NAME = sbarczok	DESIGNED JSA	REVISION - 02/01/2019	STATE OF ILLINOIS DEPARTMENT OF TRANSPORTATION	RIGHT OF WAY PLAT PARCEL NO. 14-35-201-004			F.A.P. RTE. 6354	SECTION 13-00351-00-TL	COUNTY MCLEAN	TOTAL SHEETS	SHEET NO.
	DRAWN JV CHECKED WAM/SB PLOT DATE = 2/1/2019	DATE 12/04/2018	REVISION - REVISION - REVISION -		SCALE: AS SHOWN SHEET NO. OF SHEETS STA. TO STA.	CONTRACT NO.	(ILLINOIS) FED. AID PROJECT					

FILE NAME = Z:\7133\GEO\GIS\Substa\Parcel Plats\7133-sh1-GE 10.ParcelPlat.GE.SE.012819.dgn



PTAX-203

Illinois Real Estate Transfer Declaration

Please read the instructions before completing this form.
This form can be completed electronically at tax.illinois.gov/retd.

Step 1: Identify the property and sale information.

1 1601 GE Road
Street address of property (or 911 address, if available)

Bloomington 61704
City or village ZIP

Township 24 North, Range 2 East, 3rd P.M.
Township

2 Write the total number of parcels to be transferred. 1

3 Write the parcel identifying numbers and lot sizes or acreage.

Property Index number (PIN)	Lot size or acreage
a <u>14-35-201-004</u>	<u>0.084 Ac (3,658.5 sf)</u>
b _____	_____
c _____	_____
d _____	_____

Write additional property index numbers, lot sizes or acreage in Step 3.

4 Date of instrument: / 2 / 01 / 9
Month Year

5 Type of instrument (Mark with an "X."): X Warranty deed
 Quit claim deed Executor deed Trustee deed
 Beneficial interest Other (specify): _____

6 Yes No Will the property be the buyer's principal residence?

7 Yes No Was the property advertised for sale?
(i.e., media, sign, newspaper, realtor)

8 Identify the property's current and intended primary use.
Current Intended (Mark only one item per column with an "X.")

a <input type="checkbox"/>	<input type="checkbox"/>	Land/lot only
b <input type="checkbox"/>	<input type="checkbox"/>	Residence (single-family, condominium, townhome, or duplex)
c <input type="checkbox"/>	<input type="checkbox"/>	Mobile home residence
d <input type="checkbox"/>	<input type="checkbox"/>	Apartment building (6 units or less) No. of units: _____
e <input type="checkbox"/>	<input type="checkbox"/>	Apartment building (over 6 units) No. of units: _____
f <input type="checkbox"/>	<input type="checkbox"/>	Office
g <input type="checkbox"/>	<input type="checkbox"/>	Retail establishment
h <input type="checkbox"/>	<input type="checkbox"/>	Commercial building (specify): _____
i <input checked="" type="checkbox"/>	<input type="checkbox"/>	Industrial building
j <input type="checkbox"/>	<input type="checkbox"/>	Farm
k <input type="checkbox"/>	<input checked="" type="checkbox"/>	Other (specify): <u>Public Road Right-of-way</u>

Do not write in this area.
County Recorder's Office use.

County: _____
Date: _____
Time: _____
Vol: _____
Page: _____
Received by: _____

9 Identify any significant physical changes in the property since January 1 of the previous year and write the date of the change.
Date of significant change: _____ / _____ / _____
(Mark with an "X.")

Demolition/damage Additions Major remodeling
 New construction Other (specify): None

10 Identify only the items that apply to this sale. (Mark with an "X.")

a Fulfillment of installment contract —
year contract initiated: _____

b Sale between related individuals or corporate affiliates

c Transfer of less than 100 percent interest

d Court-ordered sale

e Sale in lieu of foreclosure

f Condemnation

g Short sale

h Bank REO (real estate owned)

i Auction sale

j Seller/buyer is a relocation company

k Seller/buyer is a financial institution or government agency

l Buyer is a real estate investment trust

m Buyer is a pension fund

n Buyer is an adjacent property owner

o Buyer is exercising an option to purchase

p Trade of property (simultaneous)

q Sale-leaseback

r Other (specify): _____

s Homestead exemptions on most recent tax bill:

1 General/Alternative	\$ _____
2 Senior Citizens	\$ _____
3 Senior Citizens Assessment Freeze	\$ _____

Step 2: Calculate the amount of transfer tax due.

Note: Round Lines 11 through 18 to the next highest whole dollar. If the amount on Line 11 is over \$1 million and the property's current use on Line 8 above is marked "e," "f," "g," "h," "i," or "k," complete Form PTAX-203-A, Illinois Real Estate Transfer Declaration Supplemental Form A. If you are recording a beneficial interest transfer, do not complete this step. Complete Form PTAX-203-B, Illinois Real Estate Transfer Declaration Supplemental Form B.

11 Full actual consideration	11	\$	<u>45,926.00</u>
12a Amount of personal property included in the purchase	12a	\$	<u>0</u>
12b Was the value of a mobile home included on Line 12a?	12b		<u>Yes</u> <input checked="" type="checkbox"/> <u>No</u> <input type="checkbox"/>
13 Subtract Line 12a from Line 11. This is the net consideration for real property.	13	\$	<u>45,926.00</u>
14 Amount for other real property transferred to the seller (in a simultaneous exchange) as part of the full actual consideration on Line 11	14	\$	<u>0</u>
15 Outstanding mortgage amount to which the transferred real property remains subject	15	\$	<u>0</u>
16 If this transfer is exempt, use an "X" to identify the provision.	16		<input checked="" type="checkbox"/> b <input type="checkbox"/> k <input type="checkbox"/> m
17 Subtract Lines 14 and 15 from Line 13. This is the net consideration subject to transfer tax.	17	\$	_____
18 Divide Line 17 by 500. Round the result to the next highest whole number (e.g., 61.002 rounds to 62).	18		_____
19 Illinois tax stamps — multiply Line 18 by 0.50.	19	\$	_____
20 County tax stamps — multiply Line 18 by 0.25.	20	\$	_____
21 Add Lines 19 and 20. This is the total amount of transfer tax due.	21	\$	_____

Step 3: Write the legal description from the deed. Write, type (minimum 10-point font required), or attach the legal description from the deed. If you prefer, submit an 8 1/2" x 11" copy of the extended legal description with this form. You may also use the space below to write additional property index numbers, lots sizes or acreage from Step 1, Line 3.

SEE ATTACHED LEGAL DESCRIPTION

Step 4: Complete the requested information.

The buyer and seller (or their agents) hereby verify that to the best of their knowledge and belief, the full actual consideration and facts stated in this declaration are true and correct. If this transaction involves any real estate located in Cook County, the buyer and seller (or their agents) hereby verify that to the best of their knowledge, the name of the buyer shown on the deed or assignment of beneficial interest in a land trust is either a natural person, an Illinois corporation or foreign corporation authorized to do business or acquire and hold title to real estate in Illinois, a partnership authorized to do business or acquire and hold title to real estate in Illinois, or other entity recognized as a person and authorized to do business or acquire and hold title to real estate under the laws of the State of Illinois. Any person who willfully falsifies or omits any information required in this declaration shall be guilty of a Class B misdemeanor for the first offense and a Class A misdemeanor for subsequent offenses. Any person who knowingly submits a false statement concerning the identity of a grantee shall be guilty of a Class C misdemeanor for the first offense and of a Class A misdemeanor for subsequent offenses.

Seller Information (Please print.)

Chicago Title Company Land Trust
 Seller's or trustee's name
 2005 GE Road
 Street address (after sale)
 Seller's or agent's signature

No. 8002368759
 Seller's trust number (if applicable - not an SSN or FEIN)
 Bloomington IL 61704
 City State ZIP
 (309) 663-2843
 Seller's daytime phone

Buyer Information (Please print.)

City of Bloomington, Illinois, a Municipal Corporation
 Buyer's or trustee's name
 PO Box 3157, 109 E. Olive Street
 Street address (after sale)
 Buyer's or agent's signature

Buyer's trust number (if applicable - not an SSN or FEIN)
 Bloomington IL 61702
 City State ZIP
 (309) 434-2210
 Buyer's daytime phone

Mail tax bill to:

Finance Dept., City of Blm PO Box 3157, 109 E. Olive Street
 Name or company Street address
 Bloomington IL 61702
 City State ZIP

Preparer Information (Please print.)

Douglas G. Grovesteen, PE of Clark Dietz Engineers
 Preparer's and company's name
 125 West Church Street
 Street address
 Preparer's signature

Preparer's file number (if applicable)
 Champaign IL 61820
 City State ZIP
 (309) 830-8855
 Preparer's daytime phone

douglas.grovesteen@clarkdietz.com

Preparer's e-mail address (if available)

Identify any required documents submitted with this form. (Mark with an "X") Extended legal description Form PTAX-203-A
 Itemized list of personal property Form PTAX-203-B

To be completed by the Chief County Assessment Officer

1 County ___ Township ___ Class ___ Cook-Minor ___ Code 1 ___ Code 2 ___
 2 Board of Review's final assessed value for the assessment year prior to the year of sale.
 Land ___ , ___ , ___ , ___
 Buildings ___ , ___ , ___ , ___
 Total ___ , ___ , ___ , ___

3 Year prior to sale ___
 4 Does the sale involve a mobile home assessed as real estate? ___ Yes ___ No
 5 Comments

Illinois Department of Revenue Use

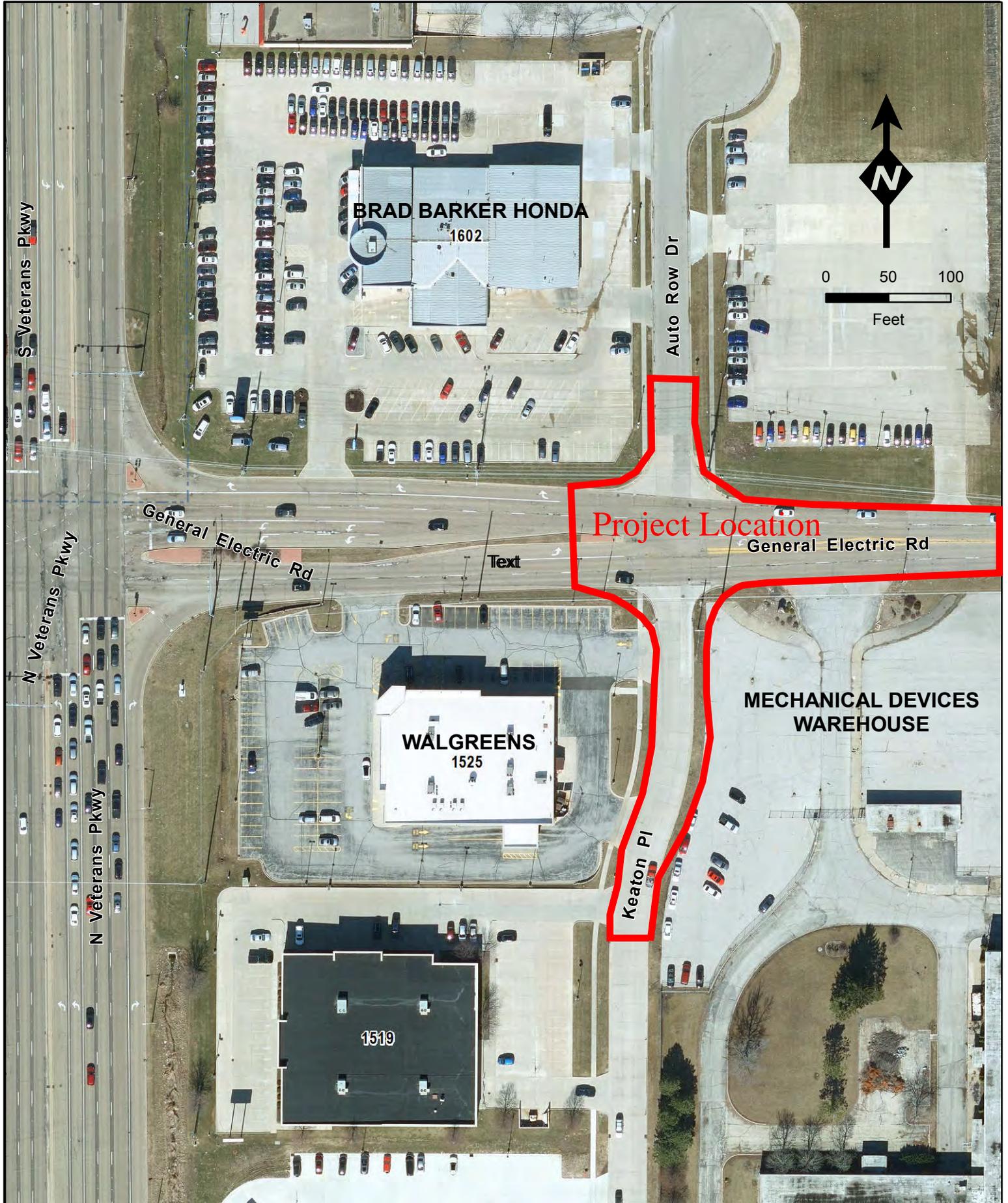
Tab number

Step 3 Legal description:

THAT PART OF LOT 2 IN GENERAL ELECTRIC COMPANY SUBDIVISION, A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION 35, TOWNSHIP 24 NORTH, RANGE 2 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT NUMBER 96-33517, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 2; THENCE SOUTH 89 DEGREES 46 MINUTES 53 SECONDS EAST (ASSUMED), 20.31 FEET ALONG THE SOUTH RIGHT OF WAY LINE OF FAU 6354 (GENERAL ELECTRIC ROAD) TO AN ANGLE POINT; THENCE NORTH 87 DEGREES 21 MINUTES 22 SECONDS EAST ALONG THE SAID SOUTH RIGHT OF WAY LINE, 10.48 FEET; THENCE SOUTH 39 DEGREES 31 MINUTES 50 SECONDS WEST, 25.71 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 42 SECONDS WEST, 68.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 310.00 FEET AND WHOSE CHORD BEARS SOUTH 13 DEGREES 58 MINUTES 39 SECONDS WEST, AN ARC DISTANCE OF 148.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 130.04 FEET AND WHOSE CHORD BEARS SOUTH 13 DEGREES 54 MINUTES 06 SECONDS WEST, AN ARC DISTANCE OF 62.76 FEET TO THE EAST RIGHT-OF-WAY LINE OF KEATON PLACE AND PROPOSED POINT OF CURVATURE; THE NEXT 4 CALLS BEING ALONG THE EASTERLY RIGHT OF WAY LINE OF SAID KEATON PLACE; THENCE NORTH 0 DEGREES 04 MINUTES 36 SECONDS EAST, 0.16 FEET TO ORIGINAL POINT OF CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 304.50 FEET AND WHOSE CHORD BEARS NORTH 09 DEGREES 58 MINUTES 28 SECONDS EAST, AN ARC DISTANCE OF 105.27 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY ALONG A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 295.50 FEET AND WHOSE CHORD BEARS NORTH 10 DEGREES 07 MINUTES 57 SECONDS EAST, AN ARC DISTANCE OF 102.16 FEET TO A POINT OF TANGENCY; THENCE NORTH 00 DEGREES 13 MINUTES 42 SECONDS EAST, 88.18 FEET TO THE POINT OF BEGINNING, IN THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS.

GE Rd & Keaton Pl/Auto Row Dr Intersection Improvement

Date: 3/6/2019





CONSENT AGENDA ITEM NO. 7M

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Parks, Recreation, and Cultural Arts Department

SUBJECT: Consideration of a three-year (3) Contract with Gateway Fireworks Displays of St. Louis, Missouri for the purchase of fireworks displays for the annual 4th of July Celebration in Miller Park in 2019, 2020, and 2021, in the amount of \$30,000 per year, as requested by the Parks, Recreation, and Cultural Arts Department.

RECOMMENDATION/MOTION: The three-year (3) Contract with Gateway Fireworks Displays be approved, contingent on future budget appropriations, and the City Manager be authorized to execute the Contract, and Procurement authorized to issue a Purchase Order.

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

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

BACKGROUND: The City of Bloomington and the Town of Normal have partnered to host the annual Sky Concert of McLean County for over 30 years. The Fireworks draw anywhere from 5,000-10,000 people to Miller Park in Bloomington, Illinois (1020 South Morris Avenue) and to Fairview Park in Normal, Illinois (801 North Main Street). The fireworks shows are simultaneously shot at each location and choreographed to patriotic-themed musical accompaniment and broadcast by WJBC, a local AM radio station. Each year State Farm has been a valued corporate sponsor, providing \$9,600 to each community in support of this free, family-oriented event.

Town of Normal staff in conjunction with City of Bloomington - Parks, Recreation & Cultural Arts Department and Procurement, published an RFP and two vendors responded. The respondents are listed below with the details on pricing.

<u>Vendor</u>	<u>Location</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Gateway Fireworks Displays	St. Louis, MO	\$30,000	\$30,000	\$30,000
Mad Bomber Fireworks Productions	LaPorte, IN	\$30,000	\$30,000	\$30,000

With the Request for Proposals coming in at the same cost, it was determined by the review committee from both the Town of Normal and City of Bloomington, that Gateway Fireworks Displays of St. Louis, Missouri bid proposal package earned a higher rating through compliance of the bid package, demonstration of safety, and the use of new firing technology. References investigated from other communities confirmed that Gateway Fireworks Displays services have been excellent.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Normal Parks and Recreation Department, State Farm, WJBC

FINANCIAL IMPACT: Fireworks are included in the FY 2020 budget under the Recreation-Other Purchased Services account (10014112-70690). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Budget Overview & General Fund" on page 156. This account includes \$95,048 which includes the purchase of Fireworks and other Recreational Division purchases needed during the course of the year.

COMMUNITY DEVELOPMENT IMPACT: HL-2 Ensure maximum usage of the City's parks and recreational facilities and associated resources. CWB-2 Create lifelong community that meets the needs of residents of all ages and abilities.

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

Respectfully submitted for Council consideration.

Prepared By: Eric Veal, Asst. Dir. Parks, Rec & Cultural Arts

Reviewed By: Jay Tetzloff, Director Parks, Rec & 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:

- PRCA 1B CONTRACT- GATEWAY FIREWORKS DISPLAYS

SERVICES CONTRACT

GATEWAY PYROTECHNIC PRODUCTIONS, L.L.C.

This Services Contract ("Agreement"), entered into this _____ day of _____ 20__ by and between *Gateway Pyrotechnic Productions, L.L.C.*, hereinafter referred to as *Gateway Fireworks*, and _____ hereinafter referred to as PURCHASER.

WHEREAS, PURCHASER wishes to host a fireworks display or such other function as described on Schedule A attached hereto and incorporated herein; and

WHEREAS, *Gateway Fireworks* is uniquely qualified to manage and exhibit a fireworks display or provide the services set forth on Schedule A (hereinafter, the "Services"); and

WHEREAS, PURCHASER wishes to engage *Gateway Fireworks* to provide the Services, and *Gateway Fireworks* wishes to provide PURCHASER said Services.

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1. *Gateway Fireworks* agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, the Services, which may include a fireworks display(s) per **PROGRAM#** _____, proposed, accepted and made part hereof, together with the services of a pyrotechnic operator licensed for any necessary state and the local authority having jurisdiction of, and along with sufficient crew to safely discharge the display or otherwise provide the Services. The Services are scheduled to be performed on the date or dates specified on Schedule A at the location or locations as specified on Schedule A. The parties agree that unless a different mutually satisfactory date can be agreed upon or is otherwise set forth on Schedule A, the official postponement date and time for PURCHASER'S display is: _____, 20__, at _____. Upon completion of the Services, *Gateway Fireworks* agrees to clear the Display Site (defined herein) of any live fireworks or other debris originating from the program.
2. PURCHASER, at it's own expense, agrees to provide to *Gateway Fireworks*:
 - A. A suitable, secure DISPLAY SITE in which to stage the Services, including, if necessary, a firing and a fallout zone acceptable to *Gateway Fireworks* in its sole discretion. Said DISPLAY SITE shall serve as a restricted area for exhibiting the Services (if for fireworks, the Display Site shall include an area for fireworks to rise and fall safely).
 - B. Policing, guard protection, roping, fencing, and/or other crowd control measures in such force that is determined to be acceptable by *Gateway Fireworks* to prevent the unauthorized access of the public, or it's property onto the DISPLAY SITE.
 - C. The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations.
 - D. For a period of _____ days preceding and _____ days following the date for providing the Services, unlimited access by *Gateway Fireworks*, at all times to the DISPLAY SITE to set-up and remove the materials for the Services and all required equipment.
 - E. BMI/ASCAP and/or any other musical rights issues and related fees are the sole responsibility of the PURCHASER.
3. IF PURCHASER fails to fully comply with all requirements of A, B, C, D, and/or E set forth above, *Gateway Fireworks* shall have no obligation to perform and the PURCHASER agrees to pay *Gateway Fireworks* liquidated damages in an amount equal to that outlined in Section 7. The time of the breach shall be the date upon which *Gateway Fireworks* reasonably concludes, after providing PURCHASER written notice of PURCHASER'S failure to comply with its obligations under Section 2, that PURCHASER has

failed to comply with its obligations under Section 2. In addition to the aforementioned liquidated damages, PURCHASER agrees to reimburse *Gateway Fireworks* any additional expenses incurred because of PURCHASER'S failure.

4. If in its sole discretion, PURCHASER designates an area for members of the public to view the Services ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall;
 - A. Ensure that the Spectator Area does not infringe on the DISPLAY SITE;
 - B. Have the sole responsibility for any and all activities that occur in the spectator and parking areas. *Gateway Fireworks*, (including its operators and crew) shall have no duty to inspect, police, monitor or otherwise supervise any area other than the DISPLAY SITE.
5. PURCHASER shall pay to *Gateway Fireworks* _____ Dollars \$_____. A deposit of _____%, \$_____ must be paid UPON ACCEPTANCE OF THIS AGREEMENT (or such amount as set forth on Schedule A). Unless otherwise set forth on Schedule A, full and complete payment is due at Noon on the date *Gateway Fireworks* first provides the Services. All payments shall be made by draft or certified check payable to *Gateway Fireworks Displays*, unless otherwise authorized in writing; NO CASH shall be paid to any agent or employee of *Gateway Fireworks*. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is less, will be charged on the unpaid balance after (10) ten days from the date such payment is due. PURCHASER, by signing this agreement, authorizes *Gateway Fireworks* to receive and verify financial information concerning PURCHASER from any person or entity.
6. PURCHASER agrees to assume the risk of weather, or causes beyond the control of *Gateway Fireworks* which may prevent or delay performance of the Services on the scheduled date, which may cause the cancellation of any event for which the PURCHASER has purchased the Services, or which may effect or damage such portion of the materials as must be placed and exposed a necessary time before performance of the Services. *Gateway Fireworks* may determine in its sole discretion whether or not the Services may be provided safely on the scheduled date and at the scheduled time. If for any reason beyond *Gateway Fireworks* control, including, without limitation, inclement weather, *Gateway Fireworks* is unable to safely provide the Services or should any event for which PURCHASER has purchased the Services be canceled, the parties shall attempt to negotiate a new date for the Services, which shall be within 60 days of the original date. PURCHASER further agrees to pay *Gateway Fireworks* for any reasonable additional expenses made necessary by this postponement. If the parties are unable to agree on a new date for providing the Services, *Gateway Fireworks* shall be entitled to liquidated damages from PURCHASER as if PURCHASER had canceled the Services on the date set for the Services, as provided in Section 7 hereof.
7. PURCHASER shall have option of unilaterally canceling the Services prior to the date of performance. If PURCHASER exercises this option, PURCHASER agrees to pay *Gateway Fireworks*, as liquidated damages, the following percentages of the agreed contract price:
 - A. 25% if cancellation occurs twenty one (21) days or more before the date scheduled for the commencement of the Services,
 - B. 50% if cancellation occurs within twenty (20) days of the date scheduled for commencement of the Services,
 - C. 75% if the cancellation occurs on the date scheduled for commencement of the Services but prior to the time physical set-up of the Services actually begins,
 - D. 100% thereafter.
 - E. If cancellation occurs prior to the date scheduled for commencement of the Services, PURCHASER agrees to pay *Gateway Fireworks* in addition to the above percentages, the reasonable value associated with any specific custom work performed by *Gateway Fireworks* or its agents including but not limited to music, narration tape, production and/or sponsor logo.
8. In the event the PURCHASER cancels the Services, it will be impractical or extremely difficult to fix the actual amount of damages. The foregoing represents a present attempt to reasonably forecast the damages

Gateway Fireworks will suffer if PURCHASER cancels the Services. The parties agree that the foregoing represents a material inducement for *Gateway Fireworks* to enter into this Agreement. If a court of competent jurisdiction shall declare this provision unenforceable for any reason, *Gateway Fireworks* shall have available all legal and equitable remedies.

9. *Gateway Fireworks* reserves the ownership rights and trade names used in or a product of the pyrotechnic display or other Services to be performed herein. Any reproduction by sound, video or other duplication or recording process without the express written permission of *Gateway Fireworks* is prohibited.
10. *Gateway Fireworks* agrees to furnish insurance coverage in connection with the Services only for the following risk and amounts: bodily injury and property damage, including products liability: _____
_____ combined single limits. Such insurance shall include PURCHASER as an additional insured regarding claims made against PURCHASER for bodily injury or property damage arising from the operations of *Gateway Fireworks* in performing the Services. Such insurance afforded by *Gateway Fireworks* shall not include claims made against PURCHASER for bodily injury or property damage arising from the following:
 - A. Failure of PURCHASER, including through or by it's employees, agents, or independent contractors, to perform it's legal obligations under this Agreement, including, without limitation, those contained in paragraph 3 of this Agreement:
 - B. claims against PURCHASER relating to the spectator and parking areas referred to in paragraph 3 of this Agreement. PURCHASER shall indemnify and hold *Gateway Fireworks* harmless from all claims and suits made against *Gateway Fireworks* for bodily injury or property damage arising from A) and B) of the paragraph.
11. If any legal action is brought to enforce or interpret the terms or provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and cost in addition to any other relief to which such party may be entitled. This Agreement shall be interpreted under the laws of the State of Missouri. The courts of the State of Missouri shall have exclusive jurisdiction to adjudicate any disputes arising out of this Agreement or the performance of the Services provided for herein.
12. In the event *Gateway Fireworks* breaches this Agreement, or is otherwise negligent in performing the Services, PURCHASER shall under no circumstances be entitled to recover monetary damages from *Gateway Fireworks* beyond the amount PURCHASER agreed to pay *Gateway Fireworks* under this Agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from *Gateway Fireworks* including, without limitation, for loss of income, business, or profits. Nothing in the paragraph shall be construed as a modification or limit to the insurance provided in paragraph 10 above.
13. Nothing in this Agreement or in *Gateway Fireworks* performance of the Services, shall be construed as forming a partnership or joint venture between PURCHASER and *Gateway Fireworks*. The parties hereto shall be responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this Agreement are in writing and may only be modified by written Agreement of both parties hereto. Both parties acknowledge that they have received a copy of said written Agreement and agree to be bound by said terms of written Agreement.
14. Any notice to the parties required under this Agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, first class, addressed as follows: Gateway Pyrotechnic Productions, LLC, PO Box 39327, St. Louis, MO 63139-8327. PURCHASER's address shall be as follows:
_____.
15. If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this Agreement. This Agreement shall become effective after it is executed

and accepted by the PURCHASER and then after it is executed by *Gateway Fireworks* at their corporate office in Saint Louis, Missouri. This Agreement may be executed in several counter parts, binding upon the parties hereto and upon their heirs, successors, executors, administrators and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 5% of the product used in any display may not function as designed and this level of nonperformance is accepted as full performance of the Services and this Agreement.

16. Pricing herein is firm until _____, 20____

IN WITNESS WHEREOF, the parties have executed on this date.

Purchaser:

By: _____
Name: _____
Title: _____
Date: _____

GATEWAY PYROTECHNIC PRODUCTIONS, LLC.

By: _____
Name: _____
Title: _____
Date: _____

SCHEDULE A
DESCRIPTION OF SERVICES

Location: _____

Date(s) for Performance: _____

Description of Services:

Fees: _____

Other Charges: _____

Miscellaneous/ Other: _____



CONSENT AGENDA ITEM NO. 7N

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Agreement with We Fix Sidewalks, LLC for the FY 2020 Sidewalk Vertical Displacement Repair Program (Bid # 2019-37), in the amount of \$10,254.53, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The technicality in the bid packet be waived, the Agreement with We Fix Sidewalks, LLC, be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks; 5a. Well-planned City with necessary services and infrastructure; 5b. City decisions consistent with plans and policies; and 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND: Public Works is recommending the approval of the FY 2020 Sidewalk Vertical Displacement Repair Program in the amount of \$10,254.53. The Department uses sidewalk grinding for its vertical displacement repair program. The work entails repairing sidewalk in which two adjoining panels are uneven by grinding to eliminate the displacement. The cost for this type of repair is a fraction of the cost of replacing one of the panels. Previously, grinding has been a pay item in the regular sidewalk contract, and the pay item is in this year's regular sidewalk contract. However, the City is increasing use of grinding as a way to address sidewalk settlement in certain neighborhoods, primarily on the east side, where concrete is in good physical condition but displacement between adjoining sidewalk panels is common.



Unit of measurement: The City measures grinding in inch-feet by taking the highest part of the grind plus the lowest part of the grind, dividing by two, and multiplying this average grind height by the length of the grind. Height is measured to the nearest 1/8th inch.

The Public Works Department prepared the FY 2020 Sidewalk Vertical Displacement Repair Program bid package (#2019-37) and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM, April 3, 2019, in the Office of the City Clerk. Staff received bids from four (4) responsive bidders and opened them at 2:00 PM, April 3, 2019 in the City Hall Council Chambers. Note, the bid submitted by We Fix Sidewalks did not include a signed EEOC Policies and Practices section. The rest of the bid forms and signatures were

complete, and We Fix Sidewalks subsequently sent a scanned document with the EEOC documents completed and signed. Staff recommends waiving the technicality associated with We Fix Sidewalks not including the completed and signed EEOC documents since the signature and documents have been received. This is consistent with the past practice of the City on this issue.

Contractor	Bid Amount (Bid #2019-37)
We Fix Sidewalks, LLC (Low Bidder)	\$10,254.53
George Gildner, Inc.	\$39,996.00
JG Stewart Contractors, Inc.	\$42,762.39
Hard Rock Concrete Cutters	\$34,663.20

The substantial completion date for this project is in the bid documents as April 30, 2020.

Following review of the submitted bids for resurfacing and sidewalk projects received to date, Staff recommends the following allocation as the best use of available funding. The table below includes the contracts requested and the proposed budget amounts. Initially, Staff budgeted \$5 million for streets, sidewalks, and related work. However, council passed a 4-cent Local Motor Fuel Tax (LMFT) increase on March 25, 2019, which is effective on May 1, 2019. As a result, the budget includes an additional \$800,000, which will be utilized on asphalt, concrete, and pavement preservation projects to be procured at a later date. While this is not the total amount expected from the 4-cent LMFT increase, it is the portion that Staff anticipates will be collected and can be utilized during the 2019 construction season.

<i>Program</i>	<i>FY 2020 Proposed Budget</i>	<i>Requested Bid Award on 4/22/19</i>
Multi-Year Street and Alley Resurface Program	\$4,715,750	\$4,366,558
General Resurfacing (Bid #2019-95)		\$4,209,654
Street, Alley & Sidewalk Maintenance (Bid #2019-32)		\$156,904
Multi-Year Sidewalk Repair Program, ADA Sidewalk Ramp Replacement Program, and Sidewalk Replacement 50-50 Program	\$1,084,250	\$706,295
Sidewalk and Curb Ramp Replacement (Bid #2019-36)		\$696,040
Sidewalk Vertical Displacement Repair (Bid #2019-37)		\$10,255
TOTAL	\$5,800,000	\$5,072,853

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in The Pantagraph on March 14, 2019.

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget under the Capital Improvement (Asphalt & Concrete)-Sidewalks account (40120200-72560) to cover the \$10,254.53. Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 62, 165, 191, 192, 202, 203, 204 and 205. In the finalized adopted budget book these projects will be shown in the new Capital Improvement (Asphalt & Concrete) Fund.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management; Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

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

Respectfully submitted for Council consideration.

Prepared By: Anthony Meizelis, P.E., Civil Engineer I
Michael Hill, Management Analyst

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 9B BID TABULATION FY2020 VERTICAL DISPLACEMENT 04222019
- PW 9C CONTRACT FY2020 VERTICAL DISPLACEMENT 04222019

FY 2020 Vertical Displacement Repair Program
 Project No. 50-13-53002-20-01
 Bid No. 2019-37
 Bid Tabulation

PREPARED BY : A. MEIZELIS S. ARNEY
 DATE : 4/4/2019

(For complete information covering these items, see plans and specifications)

#	DESCRIPTION	UNITS	TOTAL QTY	ENGINEER ESTIMATE		We Fix Sidewalks		Low Responsive Bidder		Hard Rock Concrete Cutters		George Gildner, Inc.		JG Stewart Contractors Inc.		Universal Concrete Grinding		Incomplete bid	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT		
1	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	IN-FT	1111	\$45.00	\$49,995.00	\$9.23	\$10,254.53	\$31.20	\$34,663.20	\$36.00	\$39,996.00	\$38.49	\$42,762.39	\$7.75	\$8,610.25				
			Total		\$49,995.00	Total	\$10,254.53	Total	\$34,663.20	Total	\$39,996.00	Total	\$42,762.39	Total	\$8,610.25				

AGREEMENT

THIS AGREEMENT, Made and entered into this **22nd Day of April**, by and between, **We Fix Sidewalks LLC**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 14, 2019**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2020 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 3, 2019**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2020 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2020 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$10,254.53** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within **120 calendar days** of issuance of the written NOTICE TO PROCEED.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)



CONSENT AGENDA ITEM NO. 70

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Agreement with WAS CON CO, for the FY 2020 Sidewalk and Curb Ramp Replacement Program (Bid # 2019-36), in the amount of \$696,039.50, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Agreement with WAS CON CO be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and Procurement authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks; 5a. Well-planned City with necessary services and infrastructure; 5b. City decisions consistent with plans and policies; and 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND: Public Works is recommending the approval of the FY 2020 Sidewalk And Curb Ramp Replacement Program (Bid # 2019-36), in the amount of \$696,039.50. The contract is designed to provide for construction of sidewalk ramps that are compliant with standards related to the Americans with Disabilities Act, other sidewalk repairs, and projects in which property owners voluntary enter a 50 percent cost sharing agreement. A separate Vertical Displacement contract, considered outside of this council item, will allow for additional sidewalk grinding.

The City is in its fifth year of its 10-year Sidewalk Master Plan. The funding level has equated to a service level envisioned in that plan. In the past, low funding levels meant patching problems, with Public Works having to leave other nearby problems unaddressed. In many cases now, the City is able to solve sidewalk problems for a half-block or entire block, rather than at just one property.

The Public Works Department prepared the FY 2020 Sidewalk and Curb Ramp Replacement Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM, April 3, 2019, in the Office of the City Clerk. Staff received five (5) bids and opened them at 2:00 PM, April 3, 2019 in the City Hall Council Chambers.

Contractor	Bid Amount (Bid #2019-36)
WAS CON CO (Low Bidder)	\$696,039.50
Scanlon Excavating	\$769,650.00
JG Stewart Contractors Inc.	\$822,852.50
Stark Excavating, Inc.	\$870,516.92
George Gildner, Inc.	\$954,455.00

This is an annual contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary.

Following review of the submitted bids for resurfacing and sidewalk projects received to date, Staff recommends the following allocation as the best use of available funding. The table below includes the contracts requested and the proposed budget amounts. Initially, Staff budgeted \$5 million for streets, sidewalks, and related work. However, council passed a 4-cent Local Motor Fuel Tax (LMFT) increase on March 25, 2019, which is effective on May 1, 2019. As a result, the budget includes an additional \$800,000, which will be utilized on asphalt, concrete, and pavement preservation projects to be procured at a later date. While this is not the total amount expected from the 4-cent LMFT increase, it is the portion that Staff anticipates will be collected and can be utilized during the 2019 construction season.

<i>Program</i>	<i>FY 2020 Proposed Budget</i>	<i>Requested Bid Award on 4/22/19</i>
Multi-Year Street and Alley Resurface Program	\$4,715,750	\$4,366,558
General Resurfacing (Bid #2019-95)		\$4,209,654
Street, Alley & Sidewalk Maintenance (Bid #2019-32)		\$156,904
Multi-Year Sidewalk Repair Program, ADA Sidewalk Ramp Replacement Program, and Sidewalk Replacement 50-50 Program	\$1,084,250	\$706,295
Sidewalk and Curb Ramp Replacement (Bid #2019-36)		\$696,040
Sidewalk Vertical Displacement Repair (Bid #2019-37)		\$10,255
TOTAL	\$5,800,000	\$5,072,853

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in The Pantagraph on March 14, 2019.

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget under the Capital Improvement (Asphalt & Concrete)-Sidewalks account (40120200-72560). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 62, 165, 191, 192, 202, 203, 204 and 205. In the finalized adopted budget book these projects will be shown in the new Capital Improvement (Asphalt & Concrete) Fund.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure

policy and management; Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

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

Respectfully submitted for Council consideration.

Prepared By: Anthony Meizelis, P.E., Civil Engineer I
Michael Hill, Management Analyst

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 10B AGREEMENT FY2020 SIDEWALK AND CURB REPLACEMENT AWARD
- PW 10C BID TAB FY2020 SIDEWALK AND CURB REPLACEMENT AWARD

AGREEMENT

THIS AGREEMENT, Made and entered into this **22nd Day of April**, by and between, **WAS CON CO**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 14, 2019**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2020 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 3, 2019**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2020 SIDEWALK SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2020 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$696,039.50** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work within by April 30, 2020.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

FY 2020 SIDEWALK AND CURB RAMP REPLACEMENT PROGRAM
 PROJECT NO. 60-13-53002-20-00
 Bid No. 2019-36

Bid Tabulation

PREPARED BY : A. MEIZELIS S. ARNEY
 DATE : 4/4/2019

(For complete information covering these items, see plans and specifications)

#	DESCRIPTION	UNITS	TOTAL QTY	ENGINEER	WAS CON CO		Low Bidder		Scanlon Excavating		JG Stewart Contractors Inc.		Stark Excavating, Inc.		George Gildner, Inc.	
				ESTIMATE	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SIDEWALK REMOVAL	SQ FT	55000	\$2.70		\$148,500.00	\$3.28	\$180,400.00	\$1.75	\$96,250.00	\$2.10	\$115,500.00	\$2.48	\$136,400.00	\$2.20	\$121,000.00
2	PORTLAND CEMENT CONCRETE SIDEWALK 8 INCH	SQ FT	1300	\$9.10		\$11,830.00	\$7.18	\$9,334.00	\$8.00	\$10,400.00	\$8.45	\$10,985.00	\$8.77	\$11,401.00	\$10.00	\$13,000.00
3	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 8'	SQ FT	950	\$9.50		\$9,025.00	\$7.43	\$7,058.50	\$8.50	\$8,075.00	\$8.65	\$8,217.50	\$9.21	\$8,749.50	\$11.00	\$10,450.00
4	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	10000	\$8.20		\$82,000.00	\$5.98	\$59,800.00	\$7.25	\$72,500.00	\$7.40	\$74,000.00	\$8.57	\$85,700.00	\$9.70	\$97,000.00
5	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 6'	SQ FT	200	\$8.30		\$1,660.00	\$6.58	\$1,316.00	\$7.75	\$1,550.00	\$7.60	\$1,520.00	\$9.38	\$1,876.00	\$10.50	\$2,100.00
6	PORTLAND CEMENT CONCRETE SIDEWALK 4 INCH	SQ FT	44500	\$7.10		\$315,950.00	\$4.93	\$219,385.00	\$6.25	\$278,125.00	\$6.82	\$303,490.00	\$7.14	\$317,730.00	\$7.90	\$351,550.00
7	HIGH-EARLY-STRENGTH PORTLAND CEMENT CONCRETE SIDEWALK 4'	SQ FT	100	\$7.30		\$730.00	\$5.83	\$583.00	\$6.75	\$675.00	\$7.10	\$710.00	\$8.11	\$811.00	\$9.00	\$900.00
8	PORTLAND CEMENT CONCRETE RAMPS	SQ FT	5000	\$9.00		\$45,000.00	\$4.93	\$24,650.00	\$13.00	\$65,000.00	\$14.10	\$70,500.00	\$9.41	\$47,050.00	\$18.00	\$90,000.00
9	HIGH EARLY-STRENGTH PORTLAND CEMENT CONCRETE RAMPS	SQ FT	100	\$9.30		\$930.00	\$4.93	\$493.00	\$13.50	\$1,350.00	\$14.50	\$1,450.00	\$10.22	\$1,022.00	\$19.00	\$1,900.00
10	EARTH EXCAVATION	SQ FT	2500	\$1.40		\$3,500.00	\$1.00	\$2,500.00	\$1.50	\$3,750.00	\$3.56	\$8,900.00	\$0.87	\$2,175.00	\$1.80	\$4,500.00
11	DETECTABLE WARNINGS, CAST IN PLACE	SQ FT	1000	\$24.00		\$24,000.00	\$14.00	\$14,000.00	\$23.00	\$23,000.00	\$24.50	\$24,500.00	\$22.22	\$22,220.00	\$29.00	\$29,000.00
12	DETECTABLE WARNINGS, BOLT DOWN	SQ FT	40	\$29.00		\$1,160.00	\$14.00	\$560.00	\$32.00	\$1,280.00	\$35.75	\$1,430.00	\$26.52	\$1,060.80	\$29.00	\$1,160.00
13	PARTIAL CURB REMOVAL (BY SAW CUTTING)	LF	25	\$25.00		\$625.00	\$21.00	\$525.00	\$23.00	\$575.00	\$23.00	\$575.00	\$49.03	\$1,225.75	\$30.00	\$750.00
14	CURB AND GUTTER REMOVAL AND REPLACEMENT, SPECIAL	LF	1640	\$52.00		\$85,280.00	\$45.00	\$73,800.00	\$45.00	\$73,800.00	\$48.00	\$78,720.00	\$63.27	\$103,762.80	\$57.00	\$93,480.00
15	PLANTER RETAINING WALL, SPECIAL	LF	175	\$55.00		\$9,625.00	\$52.00	\$9,100.00	\$80.00	\$14,000.00	\$48.00	\$8,400.00	\$54.20	\$9,485.00	\$60.00	\$10,500.00
16	RETAINING WALL, SPECIAL	LF	225	\$85.00		\$19,125.00	\$82.00	\$18,450.00	\$85.00	\$19,125.00	\$78.00	\$17,550.00	\$74.11	\$16,674.75	\$97.00	\$21,825.00
17	12" MASONRY BLOCK WALL	SQ FT	200	\$50.00		\$10,000.00	\$40.00	\$8,000.00	\$36.00	\$7,200.00	\$42.00	\$8,400.00	\$41.40	\$8,280.00	\$44.00	\$8,800.00
18	CONTROLLED LOW-STRENGTH MATERIAL (CLSM)	CU YD	20	\$75.00		\$1,500.00	\$82.00	\$1,640.00	\$85.00	\$1,700.00	\$81.00	\$1,620.00	\$75.60	\$1,512.00	\$65.00	\$1,300.00
19	ADJUSTING FRAMES FOR INLETS	EA	12	\$400.00		\$4,800.00	\$375.00	\$4,500.00	\$325.00	\$3,900.00	\$375.00	\$4,500.00	\$373.03	\$4,476.36	\$320.00	\$3,840.00
20	REMOVING INLETS	EA	17	\$450.00		\$7,650.00	\$450.00	\$7,650.00	\$500.00	\$8,500.00	\$400.00	\$6,800.00	\$317.06	\$5,390.02	\$200.00	\$3,400.00
21	INLETS, SPECIAL, WITH SPECIAL FRAME AND GRATE	EA	17	\$2,000.00		\$34,000.00	\$1,400.00	\$23,800.00	\$2,000.00	\$34,000.00	\$1,800.00	\$30,600.00	\$2,499.41	\$42,489.97	\$2,100.00	\$35,700.00
22	SIDEWALK REINFORCEMENT, SPECIAL	SQ FT	2100	\$1.25		\$2,625.00	\$1.00	\$2,100.00	\$1.15	\$2,415.00	\$1.25	\$2,625.00	\$1.01	\$2,121.00	\$1.00	\$2,100.00
23	TRAFFIC CONTROL, MAJOR STREET	EA	7	\$1,100.00		\$7,700.00	\$565.00	\$3,955.00	\$1,000.00	\$7,000.00	\$1,050.00	\$7,350.00	\$1,355.94	\$9,491.58	\$1,680.00	\$11,760.00
24	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	IN-FT	50	\$45.00		\$2,250.00	\$52.00	\$2,600.00	\$40.00	\$2,000.00	\$38.50	\$1,925.00	\$30.00	\$1,500.00	\$40.00	\$2,000.00
25	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (LARGE AREA)	SQ FT	3000	\$1.80		\$5,400.00	\$1.50	\$4,500.00	\$2.00	\$6,000.00	\$2.95	\$8,850.00	\$2.22	\$6,660.00	\$2.00	\$6,000.00
26	TOPSOIL PLACEMENT AND SEEDING, SPECIAL (SMALL AREA)	SQ FT	200	\$2.00		\$400.00	\$2.00	\$400.00	\$2.50	\$500.00	\$4.95	\$990.00	\$2.55	\$510.00	\$2.00	\$400.00
27	DRAIN TILE STUB, SPECIAL	EA	10	\$1,000.00		\$10,000.00	\$100.00	\$1,000.00	\$200.00	\$2,000.00	\$950.00	\$9,500.00	\$564.50	\$5,645.00	\$1,125.00	\$11,250.00
28	MONOLITHIC CURB, SPECIAL	LF	92	\$35.00		\$3,220.00	\$20.00	\$1,840.00	\$65.00	\$5,980.00	\$25.00	\$2,300.00	\$10.57	\$972.44	\$50.00	\$4,600.00
27	PLANTER RETAINING WALL BANDING, SPECIAL	LF	175	\$0.92		\$161.00	\$32.00	\$5,600.00	\$50.00	\$8,750.00	\$20.00	\$3,500.00	\$15.35	\$2,686.25	\$14.00	\$2,450.00
28	PAVEMENT REMOVAL	SQ FT	1300	\$3.50		\$4,550.00	\$1.50	\$1,950.00	\$2.50	\$3,250.00	\$1.85	\$2,405.00	\$4.55	\$5,915.00	\$3.00	\$3,900.00
29	PAVEMENT PATCHING, SPECIAL	SQ YD	70	\$15.00		\$1,050.00	\$65.00	\$4,550.00	\$100.00	\$7,000.00	\$72.00	\$5,040.00	\$78.91	\$5,523.70	\$112.00	\$7,840.00
SUBTOTAL						\$854,246.00		\$696,039.50		\$769,650.00		\$822,852.50		\$870,516.92		\$954,455.00
TOTAL						\$696,039.50		\$696,039.50		\$769,650.00		\$822,852.50		\$870,516.92		\$954,455.00

As Read
 870517.19
 870517.92

Local pref Adjustment -\$24,685.58 -\$26,115.51 -\$28,633.65
 Local PrefAdjusted \$798,166.93 \$844,401.41 \$925,821.35



CONSENT AGENDA ITEM NO. 7P

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Agreement with George Gildner, Inc., for the FY 2020 Utility Maintenance Program (Bid # 2019-28), in the amount of \$851,000, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Agreement with George Gildner, Inc. be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and Procurement authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2b. Quality water for the long term; 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure; and 5b. City decisions consistent with plans and policies.

BACKGROUND: Public Works is recommending the approval of the FY 2020 Utility Maintenance Program in the amount of \$851,000. This program includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are not emergencies. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY2020 Utility Maintenance Program is \$1,120,000.00.

The Public Works Department prepared the FY 2020 Utility Maintenance Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:30 PM Tuesday, March 19, 2019, in the Office of the City Clerk. Staff received three (3) bid(s) and opened them at 1:30 PM, Tuesday, March 19, 2019 in the office of the City Clerk, City Hall, 109 E. Olive Street, Bloomington, IL 61701.

Contractor	Bid Amount (Bid #2019-28)
George Gildner, Inc. (Low Bidder)	\$851,000
Stark Excavating, Inc.	\$930,620
Hoerr Construction, Inc.	\$932,000

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary.

Following review of the submitted bids for Utility Maintenance Program, Staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only.

Fund	Budget	Bid Award
Storm Water	\$225,000	\$170,960
Sanitary Sewer	\$325,000	\$246,942
Water	\$570,000	\$433,098
TOTAL	\$1,120,000	\$851,000

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in The Pantagraph on Tuesday, March 5, 2019 and Tuesday, March 12, 2019.

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget as follows: Storm Water-Maintenance- Repair/Maintenance Infrastructure account (53103100-70550)-\$125,000 (Budget); \$94,978 (Award); Storm Water-Sewer Construction & Improvement account (53103100-72550)-\$100,000 (Budget); \$75,982 (Award); Sanitary Sewer- Repair/Maintenance Infrastructure account (51101100-70550)-\$325,000 (Budget); \$246,942 (Award); Lake Maintenance- Repair/Maintenance Infrastructure account (50100140-70550)-\$50,000 (Budget); \$37,991 (Award); Water Purification- Repair/Maintenance Infrastructure account (50100130-70550)-\$170,000 (Budget); \$129,170 (Award); Water-Meter Services-Other Capital Improvement account-(50100150-72620)-\$100,000(Budget); \$75,982 (Award); Water Transmission &-Distribution - Repair/Maintenance Infrastructure account (50100120-70550)-\$250,000 (Budget); \$189,955 (Award)

Stakeholders can locate this in the FY 2020 Budget Book titled Other Funds & Capital Improvements on pages 82, 84, and 89 for Water, page 92 for Sanitary Sewer, pages 96 and 97 for Storm Water.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

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

Respectfully submitted for Council consideration.

- Prepared By: Wardney F. Snarr, P.E., Civil Engineer II
Michael Hill, Management Analyst
- Reviewed By: Jim Karch, P.E., MPA, Director of Public Works
- 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 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- PW 11B AGREEMENT FY2020 UTILITY MAINTENANCE CONTRACT AWARD 04222019
- PW 11C BID TAB FY2020 UTILITY MAINTENANCE CONTRACT AWARD 04222019

AGREEMENT

THIS AGREEMENT, Made and entered into this **22nd day of April, 2019**, by and between, **George Gildner, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 19, 2019**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2020 UTILITY MAINTENANCE** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, March 19, 2019** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2020 UTILITY MAINTENANCE** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2020 UTILITY MAINTENANCE** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$851,000.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its City Manager, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

CITY OF BLOOMINGTON
FY2020 UTILITY MAINTENANCE
 PROJECT NO. CITY # 50-18-53005-20-00
 CITY BID NO. 2019-28

Bid Opening Date: 3/19/2019 Attended By: Carla Murillo
 Bid Opening Time: 1:30 PM Luke Thoele
 PREPARED BY: Ward Snarr Ward Snarr
 Amanda Mohan

2020 Budget

LOW BID

LABOR / ITEM	\$1,120,000.00		<i>ENGINEERS ESTIMATE</i>		George Gildner, Inc.		Stark Excavating, Inc.		Hoerr Construction, Inc.	
	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	1000	\$73.00	\$73,000.00	\$40.00	\$40,000.00	\$70.88	\$70,880.00	\$84.00	\$84,000.00
LABORER	HR	5800	\$73.00	\$423,400.00	\$80.00	\$464,000.00	\$69.00	\$400,200.00	\$80.00	\$464,000.00
OPERATING ENGINEER	HR	3000	\$83.00	\$249,000.00	\$70.00	\$210,000.00	\$86.44	\$259,320.00	\$78.00	\$234,000.00
PLUMBER	HR	1600	\$83.00	\$132,800.00	\$62.00	\$99,200.00	\$82.95	\$132,720.00	\$60.00	\$96,000.00
TRUCK DRIVER	HR	2700	\$63.00	\$170,100.00	\$14.00	\$37,800.00	\$25.00	\$67,500.00	\$20.00	\$54,000.00
TOTALS				\$1,048,300.00		\$851,000.00		\$930,620.00		\$932,000.00



CONSENT AGENDA ITEM NO. 7Q

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Agreement with George Gildner, Inc., for the FY 2020 Grading & Seeding Program (Bid # 2019-31), in the amount of \$118,250, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Agreement with George Gildner, Inc. be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and Procurement authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure; and 5b. City decisions consistent with plans and policies.

BACKGROUND: Public Works is recommending the approval of the FY 2020 Grading & Seeding Program in the amount of \$118,250. This contract includes grading, shaping, seeding, fertilizer application, erosion control installation, and other related work on City-owned properties. Due to lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY 2020 Grading & Seeding Program is \$150,000.

The Public Works Department prepared the FY 2020 Grading & Seeding Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:50 PM Tuesday, March 19, 2019, in the Office of the City Clerk. Staff received four (4) bids and opened them at 1:50 PM, Tuesday, March 19, 2019 in the office of the City Clerk, City Hall, 109 E. Olive Street, Bloomington, IL 61701.

Contractor	Bid Amount (Bid #2019-31)
George Gildner, Inc. (Low Bidder)	\$118,250
Stark Excavating, Inc.	\$130,135
Hoerr Construction, Inc.	\$126,000
Rowe Construction, Inc.	\$164,750

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary.

Following review of the submitted bids for Grading & Seeding Program, Staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only.

Fund	Budget	Bid Award
Storm Water	\$50,000	\$39,417
Sanitary Sewer	\$100,000	\$78,833
TOTAL	\$150,000	\$118,250

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in The Pantagraph on Tuesday, March 5, 2019 and Tuesday, March 12, 2019.

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget for this project under the Storm Water-Grading and Seeding account (53103100-70580)-\$50,000 (Budget); \$39,417 (Award); and the Sanitary Sewer- Grading and Seeding account (51101100-70580)-\$100,000 (Budget); \$78,833 (Award). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled 'Other Funds & Capital Improvements' on pages 92 (Sanitary Sewer) and 96 (Storm Water).

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

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

Respectfully submitted for Council consideration.

Prepared By: Wardney F. Snarr, P.E., Civil Engineer II
Michael Hill, Management Analyst

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 13B AGREEMENT FY2020 GRADING AND SEEDING AWARD
- PW 13C BID TAB FY2020 GRADING AND SEEDING AWARD

AGREEMENT

THIS AGREEMENT, Made and entered into this **22nd day of April, 2019**, by and between, **George Gildner, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 19, 2019**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2020 GRADING & SEEDING** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, March 19, 2019** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2020 GRADING & SEEDING** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2020 GRADING & SEEDING** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$118,250.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its City Manager, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)



CONSENT AGENDA ITEM NO. 7R

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Agreement with George Gildner, Inc., for the FY 2020 Emergency Utility Repair Program (Bid # 2019-29), in the amount of \$321,300, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Agreement with George Gildner, Inc. be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and Procurement authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2b. Quality water for the long term; 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure; and 5b. City decisions consistent with plans and policies.

BACKGROUND: Public Works is recommending the approval of the FY 2020 Emergency Utility Repair Program in the amount of \$321,300. This contract includes sanitary sewer, storm sewer, force main, pump station, water main, and other City utility repairs that are emergencies. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY 2020 Emergency Utility Repair Program is \$400,000.

The Public Works Department prepared the FY 2020 Emergency Utility Repair Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 1:40 PM Tuesday, March 19, 2019, in the Office of the City Clerk. Staff received three (3) bid(s) and opened them at 1:40 PM, Tuesday, March 19, 2019 in the office of the City Clerk, City Hall, 109 E. Olive Street, Bloomington, IL 61701.

Contractor	Bid Amount (Bid #2019-29)
George Gildner, Inc. (Low Bidder)	\$321,300
Stark Excavating, Inc.	\$418,147
Hoerr Construction, Inc.	\$713,900

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary.

Following review of the submitted bids for Emergency Utility Repair Program, Staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only.

Fund	Budget	Bid Award
Sanitary Sewer	\$275,000	\$220,894
Storm Water	\$125,000	\$100,406
TOTAL	\$400,000	\$321,300

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in The Pantagraph on Tuesday, March 5, 2019 and Tuesday, March 12, 2019.

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget as follows:
 Sanitary Sewer-Repair/Maintenance Infrastructure account (51101100-70550)-\$275,000 (Budget), \$220,894 (Award); Storm Water-Repair/Maintenance Infrastructure account (53103100-70550)-\$125,000 (Budget), \$100,406 (Award). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 92 and 96.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

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

Respectfully submitted for Council consideration.

Prepared By: Wardney F. Snarr, P.E., Civil Engineer II
 Michael Hill, Management Analyst

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Analyst

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
 City Manager

Attachments:

- PW 12B AGREEMENT FY2020 EMERGENCY UTILITY REPAIR AWARD
- PW 12C BID TAB FY2020 EMERGENCY UTILITY REPAIR AWARD

AGREEMENT

THIS AGREEMENT, Made and entered into this **22nd day of April, 2019**, by and between, **George Gildner, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 19, 2019**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2020 EMERGENCY UTILITY REPAIR** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, March 19, 2019** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2020 EMERGENCY UTILITY REPAIR** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2020 EMERGENCY UTILITY REPAIR** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$321,300.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its City Manager, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

CITY OF BLOOMINGTON
FY2020 EMERGENCY UTILITY REPAIR
 PROJECT NO. CITY # 50-18-53005-20-01
 CITY BID NO. 2019-29

Bid Opening Date: 3/19/2019
 Bid Opening Time: 1:40 PM
 PREPARED BY: Ward Snarr
 LOW BID

Attended By: Carla Murillo
 Luke Thoele
 Ward Snarr
 Amanda Mohan

2020 Budget

LABOR / ITEM	\$450,000.00		ENGINEERS ESTIMATE		George Gildner, Inc.		Stark Excavating, Inc.		Hoerr Construction, Inc.	
	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
CEMENT MASON	HR	600	\$75.00	\$45,000.00	\$1.00	\$600.00	\$80.71	\$48,426.00	\$117.00	\$70,200.00
LABORER	HR	2250	\$75.00	\$168,750.00	\$82.00	\$184,500.00	\$78.31	\$176,197.50	\$140.00	\$315,000.00
OPERATING ENGINEER	HR	1250	\$85.00	\$106,250.00	\$72.00	\$90,000.00	\$97.43	\$121,787.50	\$142.00	\$177,500.00
PLUMBER	HR	600	\$85.00	\$51,000.00	\$62.00	\$37,200.00	\$94.56	\$56,736.00	\$136.00	\$81,600.00
TRUCK DRIVER	HR	600	\$65.00	\$39,000.00	\$15.00	\$9,000.00	\$25.00	\$15,000.00	\$116.00	\$69,600.00
TOTALS				\$410,000.00		\$321,300.00		\$418,147.00		\$713,900.00



CONSENT AGENDA ITEM NO. 7S

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Agreement with McLean County Asphalt, Inc. for the FY 2020 Street, Alley and Sidewalk Maintenance Program (Bid # 2019-32), in the amount of \$156,904, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Agreement with McLean County Asphalt, Inc. be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks; 5a. Well-planned City with necessary services and infrastructure; 5b. City decisions consistent with plans and policies; and 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND: Public Works is recommending the approval of the FY 2020 Street, Alley and Sidewalk Maintenance Program in the amount of \$156,904. This contract includes maintenance and repair of streets, alleys sidewalks, curb & gutter, driveways and other related items on City owned properties. Due to lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY2020 Street, Alley and Sidewalk Maintenance Program is \$200,000.00.

The Public Works Department prepared the FY 2020 Street, Alley and Sidewalk Maintenance Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM Tuesday, March 19, 2019, in the Office of the City Clerk. Staff received four (4) bid(s) and opened them at 2:00 PM, Tuesday, March 19, 2019 in the office of the City Clerk, City Hall, 109 E. Olive Street, Bloomington, IL 61701.

Contractor	Bid Amount (Bid #2019-32)
George Gildner, Inc.	\$162,500
Stark Excavating, Inc.	\$165,700
McLean County Asphalt, Inc. (Low Bidder)	\$156,904
Rowe Construction, Inc.	\$211,250

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary.

Following review of the submitted bids for resurfacing and sidewalk projects received to date, Staff recommends the following allocation as the best use of available funding. The table

below includes the contracts requested and the proposed budget amounts. Initially, Staff budgeted \$5 million for streets, sidewalks, and related work. However, council passed a 4-cent Local Motor Fuel Tax (LMFT) increase on March 25, 2019, which is effective on May 1, 2019. As a result, the budget includes an additional \$800,000, which will be utilized on asphalt, concrete, and pavement preservation projects to be procured at a later date. While this is not the total amount expected from the 4-cent LMFT increase, it is the portion that Staff anticipates will be collected and can be utilized during the 2019 construction season.

<i>Program</i>	<i>FY 2020 Proposed Budget</i>	<i>Requested Bid Award on 4/22/19</i>
Multi-Year Street and Alley Resurface Program	\$4,715,750	\$4,366,558
General Resurfacing (Bid #2019-95)		\$4,209,654
Street, Alley & Sidewalk Maintenance (Bid #2019-32)		\$156,904
Multi-Year Sidewalk Repair Program, ADA Sidewalk Ramp Replacement Program, and Sidewalk Replacement 50-50 Program	\$1,084,250	\$706,295
Sidewalk and Curb Ramp Replacement (Bid #2019-36)		\$696,040
Sidewalk Vertical Displacement Repair (Bid #2019-37)		\$10,255
TOTAL	\$5,800,000	\$5,072,853

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in The Pantagraph on Tuesday, March 5, 2019 and Tuesday, March 12, 2019.

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget under the Capital Improvement (Asphalt & Concrete)-Street Construction & Improvement account (40120200-72530). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 62, 165, 192, and 206. In the finalized adopted budget book these projects will be shown in the new Capital Improvement (Asphalt & Concrete) Fund. In addition, between Proposed and Adopted, the City Council increased the Local Motor Fuel Tax from \$.04 per gallon to \$.08 per gallon effective May 1, 2019. Staff added an additional \$800,000 to the FY 2020 Adopted Budget, \$720,000 for resurfacing and \$80,000 for sidewalks.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management; Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

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

Respectfully submitted for Council consideration.

Prepared By: Wardney F. Snarr, P.E., Civil Engineer II
Michael Hill, Management Analyst

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 14B AGREEMENT FY2020 STREET, ALLEY, AND SIDEWALK MAINTENANCE AWARD
- PW 14C BID TAB FY2020 STREET, ALLEY, AND SIDEWALK MAINTENANCE AWARD

AGREEMENT

THIS AGREEMENT, Made and entered into this **22rd day of April, 2019**, by and between, **McLean County Asphalt Co., Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 19, 2019**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2020 STREET, ALLEY & SIDEWALK REPAIR** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, March 19, 2019** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2020 STREET, ALLEY & SIDEWALK REPAIR** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2020 STREET, ALLEY & SIDEWALK REPAIR** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$156,904.00** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its City Manager, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

CITY OF BLOOMINGTON
FY2020 STREET, ALLEY & SIDEWALK MAINTENANCE

PROJECT NO. CITY # 50-16-53004-20-00
 CITY BID NO. 2019-32

Bid Opening Date: 3/19/2019
 Bid Opening Time: 2:00 PM
 PREPARED B Ward Snarr

Attended By: Carla Murillo
 Luke Thoele
 Ward Snarr
 Amanda Mohan

2020 Budget

LOW BID

LABOR / ITEM	\$200,000.00		ENGINEERS ESTIMATE		MCLEAN CO ASPHALT		George Gildner, Inc.		ROWE CONSTRUCTION		STARK EXCAVATING			
	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL		
CEMENT MASON	HR	200	\$75.00	\$15,000.00	\$10.00	\$2,000.00	\$66.00	\$13,200.00	\$90.00	\$18,000.00	\$74.00	\$14,800.00		
LABORER	HR	1250	\$75.00	\$93,750.00	\$66.82	\$83,525.00	\$78.00	\$97,500.00	\$85.00	\$106,250.00	\$68.00	\$85,000.00		
OPERATING ENGINEER	HR	700	\$85.00	\$59,500.00	\$83.51	\$58,457.00	\$70.00	\$49,000.00	\$100.00	\$70,000.00	\$87.00	\$60,900.00		
TRUCK DRIVER	HR	200	\$65.00	\$13,000.00	\$64.61	\$12,922.00	\$14.00	\$2,800.00	\$85.00	\$17,000.00	\$25.00	\$5,000.00		
				TOTAL		\$181,250.00		\$156,904.00		\$162,500.00		\$211,250.00		\$165,700.00



CONSENT AGENDA ITEM NO. 7T

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Agreement with Rowe Construction, a Division of United Contractors Midwest, Inc. for the FY 2020 General Resurfacing Program (Bid # 2019-35), in the amount of \$4,209,653.97, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Agreement with Rowe Construction be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks; 5a. Well-planned City with necessary services and infrastructure; 5b. City decisions consistent with plans and policies; and 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND: Public Works is recommending the approval of an agreement for the FY 2020 General Resurfacing Program (Bid # 2019-95), in the amount of \$4,209,653.97. The agreement is designed to provide for street resurfacing throughout the city. Public Works has staff that performs minor maintenance to streets and alleys, including pothole repair and minor patches. Major street and alley work is handled by contractors working for the City. Each year, the City hires contractors to resurface streets and alleys. Resurfacing a street may include milling off the existing surface, spot repairs, and adjusting manholes and other utilities in the street. Many streets will receive 2 layers of new hot mix asphalt. Typically, this will include a binder layer and a surface layer.

Information about the City of Bloomington streets is maintained in a Geographic Information System by the Engineering Division of the Public Works Department. The condition rating, along with other information, is used to help determine which streets will be resurfaced each year.

The Public Works Department prepared the FY 2020 General Resurfacing proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM, April 3, 2019, in the Office of the City Clerk. Staff received one (1) bid and opened it at 2:00 PM, April 3, 2019 in the City Hall Council Chambers.

Contractor	Bid Amount (Bid #2019-35)
Rowe Construction, Inc. - UCM (Sole Bidder)	\$4,209,653.97

This is an annual contract, which includes multiple locations assigned at various times throughout the fiscal year. Therefore, the start and completion dates for work in each individual location will vary.

Following review of the submitted bids for resurfacing and sidewalk projects received to date, Staff recommends the following allocation as the best use of available funding. The table below includes the contracts requested and the proposed budget amounts. Initially, Staff budgeted \$5 million for streets, sidewalks, and related work. However, council passed a 4-cent Local Motor Fuel Tax (LMFT) increase on March 25, 2019, which is effective on May 1, 2019. As a result, the budget includes an additional \$800,000, which will be utilized on asphalt, concrete, and pavement preservation projects to be procured at a later date. While this is not the total amount expected from the 4-cent LMFT increase, it is the portion that Staff anticipates will be collected and can be utilized during the 2019 construction season.

<i>Program</i>	<i>FY 2020 Adopted Budget</i>	<i>Requested Bid Award on 4/22/19</i>
Multi-Year Street and Alley Resurface Program	\$4,715,750	\$4,366,558
General Resurfacing (Bid #2019-95)		\$4,209,654
Street, Alley & Sidewalk Maintenance (Bid #2019-32)		\$156,904
Multi-Year Sidewalk Repair Program, ADA Sidewalk Ramp Replacement Program, and Sidewalk Replacement 50-50 Program	\$1,084,250	\$706,295
Sidewalk and Curb Ramp Replacement (Bid #2019-36)		\$696,040
Sidewalk Vertical Displacement Repair (Bid #2019-37)		\$10,255
TOTAL	\$5,800,000	\$5,072,853

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in The Pantagraph on March 14, 2019.

FINANCIAL IMPACT: Funds are included in the FY 2020 Budget under the Capital Improvement (Asphalt & Concrete)-Street Construction & Improvement account (40120200-72530). Stakeholders can locate this in the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 62, 165, 192, and 206. In the finalized adopted budget book these projects will be show in the new Capital Improvement (Asphalt & Concrete) Fund. In addition, between Proposed and Adopted, the City Council increased the Local Motor Fuel Tax from \$.04 per gallon to \$.08 per gallon effective May 1, 2019. Staff added an additional \$800,000 to the FY 2020 Adopted Budget, \$720,000 for resurfacing and \$80,000 for sidewalks.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement

of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management.

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

Respectfully submitted for Council consideration.

Prepared By: Luke Thoele, P.E., Assistant City Engineer
Michael Hill, Management Analyst

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 16B AGREEMENT FY2020 GENERAL RESURFACING AWARD
- PW 16C BID TAB FY2020 SIDEWALK AND CURB REPLACEMENT AWARD

AGREEMENT

THIS AGREEMENT, Made and entered into this **22nd Day of April, 2019**, by and between, **Rowe Construction, A Division of United Contractors Midwest, Inc.**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on March 14, 2019, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2020 General Resurfacing** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **April 3, 2019**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2020 General Resurfacing** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2020 General Resurfacing** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of \$4,209,653.97 executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work included in this Contract by April 30th, 2020.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay liquidated damages and the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its Mayor, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

CITY OF BLOOMINGTON
FY 2020 GENERAL RESURFACING
 City Project 50-01-53001-20-00

Prepared By: Tony Meizelis
 Date: 4/4/2019
 Chk'd By:

Bid Tabulation

ITEM NO.	ITEM	UNITS	PLAN QTY	Engineer Estimate		Rowe Construction	
				UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	MANHOLE TO BE ADJUSTED, SPECIAL	EA	69	\$1,650.00	\$113,850.00	\$1,625.00	\$112,125.00
2	LARGE MANHOLE TO BE ADJUSTED, SPECIAL	EA	5	\$3,100.00	\$15,500.00	\$3,000.00	\$15,000.00
3	NEW FRAME & LID, TYPE 1	EA	17	\$460.00	\$7,820.00	\$498.92	\$8,481.64
4	INLET TO BE ADJUSTED, SPECIAL	EA	12	\$1,700.00	\$20,400.00	\$1,550.00	\$18,600.00
5	INLET TO BE RECONSTRUCTED	EA	13	\$3,050.00	\$39,650.00	\$3,000.00	\$39,000.00
6	NEW FRAME & GRATE, TYPE 3	EA	14	\$545.00	\$7,630.00	\$631.32	\$8,838.48
7	NEW FRAME & GRATE, TYPE 50	EA	6	\$600.00	\$3,600.00	\$460.56	\$2,763.36
8	VALVE BOX TO BE ADJUSTED, SPECIAL	EA	60	\$900.00	\$54,000.00	\$879.58	\$52,774.80
9	NEW FRAME AND CLOSED LID (FOR VALVE BOX)	EA	27	\$200.00	\$5,400.00	\$218.77	\$5,906.79
10	VALVE BOX RISER	EA	7	\$100.00	\$700.00	\$110.04	\$770.28
11	UTILITY TO BE LEFT IN PLACE DURING SURFACE REMOVAL, SPECIAL	EA	128	\$200.00	\$25,600.00	\$113.67	\$14,549.76
12	UTILITY STRUCTURE REMOVAL, SPECIAL	EA	4	\$375.00	\$1,500.00	\$127.03	\$508.12
13	STORM SEWER REMOVAL & REPLACEMENT, SPECIAL	FT	300	\$67.00	\$20,100.00	\$65.00	\$19,500.00
14	PIPE UNDERDRAINS, 6"	FT	200	\$12.00	\$2,400.00	\$10.00	\$2,000.00
15	PAVEMENT PATCHING	SY	2000	\$65.00	\$130,000.00	\$65.00	\$130,000.00
16	PAVEMENT PATCHING, 2", SPECIAL	SY	6800	\$25.00	\$170,000.00	\$28.00	\$190,400.00
17	PAVEMENT PATCHING, 6", SPECIAL	SY	2200	\$60.00	\$132,000.00	\$60.00	\$132,000.00
18	EARTH EXCAVATION	CY	150	\$65.00	\$9,750.00	\$92.61	\$13,891.50
19	AGGREGATE SUBGRADE IMPROVEMENT	CY	100	\$110.00	\$11,000.00	\$78.93	\$7,893.00
20	DRIVEWAY PAVEMENT REMOVAL	SF	392	\$4.00	\$1,568.00	\$3.77	\$1,477.84
21	COMB CURB & GUTTER, REMOVAL (SPOT REMOVE), SPECIAL	FT	2290	\$23.00	\$52,670.00	\$27.45	\$62,860.50
22	COMB CURB & GUTTER, TYPE B-6.18 (SPOT PLACEMENT), SPECIAL	FT	2110	\$70.00	\$147,700.00	\$60.00	\$126,600.00
23	MONOLITHIC CURB, SPECIAL	FT	200	\$60.00	\$12,000.00	\$25.28	\$5,056.00
24	SIDEWALK REMOVAL	SF	3008	\$3.50	\$10,528.00	\$4.91	\$14,769.28
25	PCC SIDEWALK, RAMP, 6", SPECIAL	SF	1638	\$10.50	\$17,199.00	\$14.73	\$24,127.74
26	PCC SIDEWALK, 6"	SF	1370	\$8.75	\$11,987.50	\$13.31	\$18,234.70
27	DETECTABLE WARNINGS	SF	176	\$39.00	\$6,864.00	\$38.26	\$6,733.76
28	CHANGEABLE MESSAGE SIGN	CAL DAY	30	\$170.00	\$5,100.00	\$169.37	\$5,081.10
29	LONGITUDINAL JOINT SEALANT	FT	22330	\$2.30	\$51,359.00	\$4.02	\$89,766.60
30	POLYMERIZED BITUMINOUS MATERIALS (PRIME COAT)	LB	59775	\$1.70	\$101,616.65	\$1.91	\$114,170.25
31	HMA LEVELING COURSE, MIX C, N50, IL-9.5	TON	2587	\$112.00	\$289,753.52	\$114.91	\$297,272.17
32	HMA SURFACE COURSE, MIX C, N50, IL-9.5	TON	1205	\$108.00	\$130,160.52	\$124.38	\$149,877.90
33	WARM-MIX ASPHALT SURFACE COURSE, MIX C, N50, IL-9.5	TON	1005	\$111.00	\$111,532.80	\$120.73	\$121,333.65
34	POLYMERIZED HOT-MIX ASPHALT SURFACE COURSE, SMA, MIX "D", N80, IL-9.5	TON	7157	\$143.73	\$1,028,668.78	\$148.76	\$1,064,675.32
35	HMA BASE COURSE, N50, IL-19.0	TON	1546	\$100.00	\$154,637.50	\$110.00	\$170,060.00
36	SAND MIX, N50, IL-4.75	TON	1082	\$144.00	\$155,862.00	\$153.83	\$166,444.06
37	SURFACE REMOVAL, 1.75"	SY	25000	\$5.00	\$125,000.00	\$9.73	\$243,250.00
38	SURFACE REMOVAL, 2.25"	SY	61240	\$5.83	\$357,029.20	\$5.16	\$315,998.40
39	SURFACE REMOVAL, 5.00"	SY	5395	\$8.27	\$44,616.65	\$10.15	\$54,759.25
40	PROFILE DIAMOND GRINDING CONCRETE PAVEMENT	SY	1335	\$7.80	\$10,413.00	\$16.21	\$21,640.35
41	TEMPORARY RAMPS	FT	4650	\$5.00	\$23,250.00	\$10.00	\$46,500.00
42	TOPSOIL, SEEDING & MULCH	SF	6780	\$6.00	\$40,680.00	\$6.10	\$41,358.00
43	THERMOPLASTIC PAVEMENT MARKING LINE, 6"	FT	24158	\$0.90	\$21,742.20	\$1.03	\$24,882.74
44	THERMOPLASTIC PAVEMENT MARKING LINE, 8"	FT	200	\$1.20	\$240.00	\$1.40	\$280.00
45	THERMOPLASTIC PAVEMENT MARKING LINE, 12"	FT	408	\$1.82	\$742.56	\$2.09	\$852.72
46	THERMOPLASTIC PAVEMENT MARKING LINE, 24"	FT	641	\$4.20	\$2,692.20	\$4.46	\$2,858.86
47	THERMOPLASTIC PAVEMENT MARKING LETTERS & SYMBOLS	SF	1185	\$5.07	\$6,007.95	\$4.73	\$5,605.05
48	PREFORMED THERMOPLASTIC PAVEMENT MARKING - LETTERS & SYMBOLS, SPECIAL	SF	725	\$9.30	\$6,742.50	\$34.52	\$25,027.00
49	TEMPORARY PAVEMENT MARKING LINE	FT	11100	\$0.87	\$9,657.00	\$1.18	\$13,098.00
50	TRAFFIC CONTROL COMPLETE	LS	1	\$153,000.00	\$153,000.00	\$200,000.00	\$200,000.00
				TOTAL:	\$3,861,920.53	Total	\$4,209,653.97



CONSENT AGENDA ITEM NO. 7U

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of an Agreement with Bodine Electric of Decatur for the FY 2020 Traffic Signal Maintenance & Emergency Traffic Signal Repair Program (Bid # 2019-30), in the amount of \$89,255.55, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Agreement with Bodine Electric of Decatur be approved, the City Manager and Interim City Clerk be authorized to execute the necessary documents, and the Procurement Manager be authorized to issue a Purchase Order.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 2c. Functional, well maintained sewer collection system; 5a. Well-planned City with necessary services and infrastructure; and 5b. City decisions consistent with plans and policies.

BACKGROUND: Public Works is recommending the approval of the FY 2020 Traffic Signal Maintenance & Emergency Traffic Signal Repair Program in the amount of \$89,255.55. This contract includes traffic signal mast arm, controller and other signal equipment repairs or replacements that are not and other work on City electric and traffic signal facilities. Due to the lack of necessary equipment or manpower, this work is beyond the capability of City crews. The budget for the FY2020 Traffic Signal Maintenance & Emergency Traffic Signal Repair Program is \$130,000.00.

The Public Works Department prepared the FY 2020 Traffic Signal Maintenance & Emergency Traffic Signal Repair Program proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:10 PM Tuesday, March 19, 2019, in the Office of the City Clerk. Staff received two (2) bid(s) and opened them at 2:10 PM, Tuesday, March 19, 2019 in the office of the City Clerk, City Hall, 109 E. Olive Street, Bloomington, IL 61701.

Contractor	Bid Amount (Bid #2019-30)
Bodine Electric of Decatur	\$89,255.55
Champaign Signal and Lighting	\$97,260.00

This is an annual maintenance contract, which includes multiple projects assigned at various times throughout the fiscal year. Therefore, the start and completion dates for each individual project will vary.

Following review of the submitted bids for Traffic Signal Maintenance & Emergency Traffic Signal Repair Program, Staff recommends the following final allocation as the best use of available funding. The budgeted amount is shown for reference only.

Fund	Budget	Bid Award
General Fund	\$130,000.00	\$89,255.55
TOTAL	\$130,000.00	\$89,255.55

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in The Pantagraph on Tuesday, March 5, 2019 and Tuesday, March 12, 2019.

FINANCIAL IMPACT: Funds are include in the FY 2020 Budget under the Engineering-Contracted Traffic Signal Repair account (10016210-70662). Stakeholders can locate this in the FY 2020 Budget Book titled "Budget Overview & General Fund" on page 237.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs, Objective UEW-1.7. Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment.

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

Respectfully submitted for Council consideration.

Prepared By: Wardney F. Snarr, P.E., Civil Engineer II
Michael Hill, Management Analyst

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 15B AGREEMENT FY2020 TRAFFIC SIGNAL MAINTENANCE AWARD
- PW 15C BID TAB FY2020 TRAFFIC SIGNAL MAINTENANCE AWARD

AGREEMENT

THIS AGREEMENT, Made and entered into this **22nd day of April, 2019**, by and between, **Bodine Electric of Decator**, first party, also hereinafter referred to as "Contractor", and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 19, 2019**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY2020 TRAFFIC SIGNAL MAINTENANCE & TRAFFIC SIGNAL REPAIR** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **Tuesday, March 19, 2019** submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY2020 TRAFFIC SIGNAL MAINTENANCE & TRAFFIC SIGNAL REPAIR** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

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

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY2020 TRAFFIC SIGNAL MAINTENANCE & TRAFFIC SIGNAL REPAIR** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$89,255.55** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its City Manager, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

CITY OF BLOOMINGTON
FY2020 TRAFFIC SIGNAL MAINTENANCE & EMERGENCY TRAFFIC SIGNAL REPAIR
 PROJECT NO. CITY # 50-17-53005-20-00
 CITY BID NO. 2019-30

Bid Opening Date: 3/19/2019
 Bid Opening Time: 2:10 PM
 PREPARED BY: Ward Snarr
LOW BID

Attended By: Carla Murillo
 Luke Thoele
 Ward Snarr
 Amanda Mohan

BID TABULATION LABOR / ITEM	2020 Budget \$130,000.00		ENGINEERS ESTIMATE		Bodine Electric of Decatur		Champaign Signal & Lighting	
	UNIT	APPROX QTY	RATE	TOTAL	RATE	TOTAL	RATE	TOTAL
ELECTRICIAN	HR	750	\$98.00	\$73,500.00	\$95.00	\$71,250.00	\$102.00	\$76,500.00
LABORER	HR	150	\$65.00	\$9,750.00	\$0.01	\$1.50	\$2.00	\$300.00
OPERATING ENGINEER	HR	150	\$75.00	\$11,250.00	\$0.01	\$1.50	\$2.00	\$300.00
TRUCK DRIVER	HR	125	\$45.00	\$5,625.00	\$0.01	\$1.25	\$2.00	\$250.00
ELECTRICIAN - EMERGENCY	HR	150	\$110.00	\$16,500.00	\$120.00	\$18,000.00	\$131.00	\$19,650.00
LABORER - EMERGENCY	HR	50	\$67.00	\$3,350.00	\$0.01	\$0.50	\$2.00	\$100.00
OPERATING ENGINEER - EMERGENCY	HR	40	\$77.00	\$3,080.00	\$0.01	\$0.40	\$2.00	\$80.00
TRUCK DRIVER - EMERGENCY	HR	40	\$45.00	\$1,800.00	\$0.01	\$0.40	\$2.00	\$80.00
TOTALS				\$124,855.00		\$89,255.55		\$97,260.00



CONSENT AGENDA ITEM NO. 7V

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Parks, Recreation, and Cultural Arts

SUBJECT: Consideration of a Grant Agreement between Miller Park Zoo and the Illinois Department of Natural Resources for Illinois Public Museum Capital Grant Program Award, in the amount of \$700,000, as requested by the Parks, Recreation, and Cultural Arts Department.

RECOMMENDATION/MOTION: The Grant Agreement be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goals 2. Upgrade City Infrastructure and Facilities and 5. Great Place-Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2d. Well-designed, well-maintained City facilities emphasizing productivity and customer service and 5b. City decisions consistent with plans and policies.

BACKGROUND: The Project Agreement between Miller Park Zoo and Illinois Department of Natural Resources (IDNR) for Illinois Public Museum Capital Grant Program Award outlines the approved grant funding, project components, and program compliance requirements. This grant was awarded in 2014 but suspended when Governor Rauner took office. The grant has been fully funded and this agreement will provide the requirements for the project.

Local matching dollars are based on attendance figures of the museum applying for the grant. Attendance figures for the Zoo are at a level that no local matching dollars would be needed with this grant.

The DeBrazza's Monkey exhibit would complement the Flamingo Exhibit as guests would experience a completely new first impression of the Zoo. The popularity of primates should make this a great attraction for guests. A Red-Flanked Duiker (a type of antelope) can be displayed with the DeBrazza's Monkeys. The Zoo should see at least a 5% growth in admissions.

The Illinois Department of Natural Resources (IDNR) administers the state grant money.

The website for the program is <http://www.museum.state.il.us/programs/musgrants>.

The grant manual is:

<http://www.museum.state.il.us/programs/musgrants/MuseumGrantManual-2014.pdf>

This grant gives the Zoo the opportunity to complete these projects for an extremely low cost to the City, as there would be no local match required.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Miller Park Zoological Society

FINANCIAL IMPACT: The state will be asked to provide up to \$700,000 and the Zoo qualifies with no local matching funds required. The funds will cover design, construction and associated costs of the DeBrazza Plaza. The City shall be reimbursed for the project up to \$700,000. \$100,000 of the grant is for the Concession/Parking Lot project at Miller Park Zoo. The revenue is included in the FY 2020 Budget under Miller Park Zoo-State Grants account (10014136-53120). \$600,000 is for the DeBrazza's Monkey Exhibit. The revenue and expense is included in the FY 2020 Budget under Capital Improvement-State of Illinois account (40100100-53310) for grant revenue of \$600,000, Capital Improvement-Architectural & Engineering Services account (40100100-70051) totaling \$100,000 and Capital Improvement-Buildings account (40100100-72520) for \$500,000. Stakeholders can locate this in the FY 2020 Proposed Budget Books titled "Budget Overview & General Fund" on page 172 for the Concession/Parking Lot project and the FY 2020 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 60, 62, 165 and 200.

COMMUNITY DEVELOPMENT IMPACT: Goal HL-4. Continue to develop quality parks and recreational programming for all and Objective 1. Ensure that all parks have amenities and facilities that appeal to residents of all ages and abilities

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Animal care and utilities estimated at \$1,000 per year.

Respectfully submitted for Council consideration.

Prepared By: Jay Tetzloff, Director of 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:

- PRCA 2B AGREEMENT ZOO IDNR GRANT AGREEMENT

GRANT AGREEMENT



BETWEEN
THE STATE OF ILLINOIS, DEPARTMENT OF NATURAL RESOURCES
AND
CITY OF BLOOMINGTON

The Illinois Department of Natural Resources (Grantor), with its principal office at One Natural Resources Way, Springfield, IL 62702-1271 and City of Bloomington (Grantee), with its principal office at 1020 South Morris Avenue, Bloomington, IL 61701-6307 and payment address (if different than principal office) at hereby enter into this Grant Agreement (Agreement). Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

PART ONE - THE UNIFORM TERMS
RECITALS

WHEREAS, it is the intent of the Parties to perform consistent with all Exhibits and attachments hereto and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I
AWARD AND GRANTEE SPECIFIC INFORMATION AND CERTIFICATION

1.1 DUNS Number; SAM Registration; Nature of Entity. Under penalties of perjury, Grantee certifies that 060864170 is Grantee's correct DUNS number, that 37-6001563 is Grantee's correct FEIN or Social Security Number, and that Grantee has an active State registration and SAM registration (if federal funds). Grantee is doing business as a (check):

- Individual, Sole Proprietorship, Partnership, Corporation (includes Not For Profit), Medical Corporation, Governmental Unit, Estate or Trust, Pharmacy-Non Corporate, Nonresident Alien, Pharmacy/Funeral Home/Cemetery Corp., Tax Exempt, Limited Liability Company (select applicable tax classification), D = disregarded entity, C = corporation, P = partnership

1.2 Amount of Agreement. Grant Funds (check one) [X] shall not exceed [] are estimated to be \$700,000.00 of which \$0.00 are federal funds. Grantee agrees to accept Grantor's payment as specified in the Exhibits and attachments incorporated herein as part of this agreement.

1.3 Identification Numbers. If applicable, the Federal Award Identification Number (FAIN) is N/A the Federal awarding agency is N/A and the Federal Award date is N/A. If applicable, the Catalog of Federal Domestic Assistance (CFDA) Name is N/A and Number is N/A. The Catalog of State Financial Assistance (CSFA) Number is 422-94-1164.

1.4 Term. This Agreement shall be effective June 14, 2014 and shall expire on April 1, 2021 unless terminated pursuant to this Agreement.

1.5 Certification. Grantee certifies under oath that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds awarded pursuant to this Agreement shall be used only for the purpose(s) described herein. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Funds.

1.6 Signatures. In witness whereof, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

Illinois Department of Natural Resources

City of Bloomington

By: _____
Signature of Director of IDNR

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____
Printed Name: _____

E-mail: _____

Date: _____

Title: _____

Printed Name: Colleen Callahan

Printed Title: _____
Designee

By: _____
Signature of Chief Financial Officer

Date: _____

Printed Name: Doug Florence

By: _____
Signature of Chief Counsel

Date: _____

Printed Name: Renee Snow

**ARTICLE II
REQUIRED REPRESENTATIONS**

2.1 Standing and Authority. Grantee warrants that:

(a) Grantee is duly validly existing and in good standing, under the laws of the State in which it was incorporated or organized.

(b) Grantee has the requisite power and authority to execute and deliver this Agreement and all documents to be executed by it in connection with this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby.

(c) If Grantee is organized under the laws of another jurisdiction, Grantee warrants that it is also duly qualified to do business in Illinois and is in good standing with the Illinois Secretary of State.

(d) The execution and delivery of this Agreement, and the other documents to be executed by Grantee in connection with this Agreement, and the performance by Grantee of its obligations hereunder have been duly authorized by all necessary entity action.

(e) This Agreement and all other documents related to this Agreement, including the Uniform Grant Application, the Exhibits and attachments to which Grantee is a party constitute the legal, valid and binding obligations of Grantee enforceable against Grantee in accordance with their respective terms.

2.2 Compliance with Internal Revenue Code. Grantee certifies that it does and will comply with all provisions of the Federal Internal Revenue Code (26 USC 1), the Illinois Revenue Act (35 ILCS 5), and all rules promulgated thereunder, including withholding provisions and timely deposits of employee taxes and unemployment insurance taxes.

2.3 Compliance with Federal Funding Accountability and Transparency Act of 2006. Grantee certifies that it does and will comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (P.L. 109-282) (FFATA) with respect to Federal Awards greater than or equal to \$25,000. A FFATA sub-award report must be filed by the end of the month following the month in which the award was made.

2.4 Compliance with Uniform Grant Rules (2 CFR Part 200). Grantee certifies that it shall adhere to the applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations, and are incorporated herein by reference. See 44 Ill. Admin. Code 7000.30(b)(1)(A).

2.5 Compliance with Registration Requirements. Grantee and its sub-grantees shall: (i) be registered with the Federal SAM if seeking an Award that is partially or fully paid by Federal funds, and registered with the State equivalent of SAM; (ii) be in good standing with the Illinois Secretary of State, if applicable; and (iii) have a valid DUNS number. It is Grantee's responsibility to remain current with these registrations and requirements. If Grantee's status with regard to any of these requirements change, or the certifications made in and information provided in the Uniform Grant Application changes, Grantee must notify the Grantor in accordance with ARTICLE XVIII.

**ARTICLE III
DEFINITIONS**

3.1 Definitions. Capitalized words and phrases used in this Agreement have the following meanings:

“2 CFR Part 200” means the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards published in Title 2, Part 200 of the Code of Federal Regulations.

“Agreement” or “Grant Agreement” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Allocable Costs” means costs allocable to a particular cost objective if the goods or services involved are chargeable or assignable to such cost objective in accordance with relative benefits received or other equitable relationship. Costs allocable to a specific Program may not be shifted to other Programs in order to meet deficiencies caused by overruns or other fund considerations, to avoid restrictions imposed by law or by the terms of this Agreement, or for other reasons of convenience.

“Allowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Budget” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CFDA” or “Catalog of Federal Domestic Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Close-out Report” means a report from the Grantee allowing the Grantor to determine whether all applicable administrative actions and required work have been completed, and therefore closeout actions can commence.

“Conflict of Interest” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Consolidated Financial Report” means a financial information presentation in which the assets, equity, liabilities, and operating accounts of an entity and its subsidiaries are combined (after eliminating all inter-entity transactions) and shown as belonging to a single reporting entity.

“Cost Allocation Plan” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“CSFA” or “Catalog of State Financial Assistance” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Direct Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Disallowed Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“DUNS Number” means a unique nine digit identification number provided by Dun & Bradstreet for each physical location of Grantee’s organization. Assignment of a DUNS Number is mandatory for all organizations seeking an Award from the State of Illinois.

“FAIN” means the Federal Award Identification Number.

“FFATA” or “Federal Funding Accountability and Transparency Act” has the same meaning as in 31 USC 6101; P.L. 110-252.

“Fixed-Rate” has the same meaning as in 44 Ill. Admin. Code 7000.20. “Fixed-Rate” is in contrast to fee-for-service, 44 Ill. Admin. Code 7000.20.

“GAAP” or “Generally Accepted Accounting Principles” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Grant Funds” has the same meaning as in 30 ILCS 705.

“Indirect Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Indirect Cost Rate” means a device for determining in a reasonable manner the proportion of indirect costs each Program should bear. It is a ratio (expressed as a percentage) of the Indirect Costs to a Direct Cost base. If reimbursement of Indirect Costs is allowable under an Award, Grantor will not reimburse those Indirect Costs unless Grantee has established an Indirect Cost Rate covering the applicable activities and period of time, unless Indirect Costs are reimbursed at a fixed rate.

“Indirect Cost Rate Proposal” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Net Revenue” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Net Revenue” is synonymous with “Profit.”

“Nonprofit Organization” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Notice of Award” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“OMB” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Prior Approval” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Profit” means an entity’s total revenue less its operating expenses, interest paid, depreciation, and taxes. “Profit” is synonymous with “Net Revenue.”

“Program” means the services to be provided pursuant to this Agreement.

“Program Costs” means all Allowable Costs incurred by Grantee and the value of the contributions made by third parties in accomplishing the objectives of the Award during the Term of this Agreement.

“Program Income” has the same meaning as in 44 Ill. Admin. Code 7000.20.

“Related Parties” has the meaning set forth in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 850-10-20.

“SAM” means the federal System for Award Management (SAM); which is the Federal repository into which an entity must provide information required for the conduct of business as a recipient. 2 CFR 25 Appendix A (1)(C)(1).

“State” means the State of Illinois.

“Term” has the meaning set forth in Paragraph 1.4.

“Unallowable Costs” has the same meaning as in 44 Ill. Admin. Code 7000.20.

**ARTICLE IV
PAYMENT**

4.1 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. Grantor may terminate or suspend this Agreement, in whole or in part, without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (ii) the Governor or Grantor reserves funds, or (iii) the Governor or Grantor determines that funds will not or may not be available for payment. Grantor shall provide notice, in writing, to Grantee of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

4.2 Return of Grant Funds. Any Grant Funds remaining that are not expended or legally obligated by Grantee at the end of the Agreement period, or in the case of capital improvement Awards at the end of the time period Grant Funds are available for expenditure or obligation, shall be returned to Grantor within forty-five (45) days. See 2 CFR 200.343(d); 2 CFR 200.305(b)(9); 30 ILCS 705/5.

4.3 Cash Management Improvement Act of 1990. Unless notified otherwise in **PART TWO** or **PART THREE**, Federal funds received under this Agreement shall be managed in accordance with the Cash Management Improvement Act of 1990 (31 USC 6501 *et seq.*) and any other applicable Federal laws or regulations.

4.4 Payments to Third Parties. Grantee agrees that Grantor shall have no liability to Grantee when Grantor acts in good faith to redirect all or a portion of any Grantee payment to a third party. Grantor will be deemed to have acted in good faith when it is in possession of information that indicates Grantee authorized Grantor to intercept or redirect payments to a third party or when so ordered by a court of competent jurisdiction.

4.5 Modifications to Estimated Amount. If the Agreement amount is established on an estimated basis, then it may be increased by mutual agreement at any time during the Term. Grantor may decrease the estimated amount of this Agreement at any time during the Term if (i) Grantor believes Grantee will not use the funds during the Term, (ii) Grantor believes Grantee has used funds in a manner that was not authorized by this Agreement, (iii) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Grantor by the State or the Federal funding source, (iv) the Governor or Grantor reserves funds, or (v) the Governor or Grantor determines that funds will or may not be available for payment. Grantee will be notified, in writing, of any adjustment of the estimated amount of this Agreement. In the event of such reduction, services provided by Grantee under **Exhibit A** may be reduced accordingly. Grantee shall be paid for work satisfactorily performed prior to the date of the notice regarding adjustment. 2 CFR 200.308.

4.6 Interest.

(a) All interest earned on Grant Funds held by a Grantee shall be treated in accordance with 2 CFR 200.305(b)(9), unless otherwise provided in **PART TWO** or **PART THREE**. Any amount due shall be remitted annually in accordance with 2 CFR 200.305(b)(9) or to the Grantor, as applicable.

(b) Grant Funds shall be placed in an insured account, whenever possible, that bears interest, unless exempted under 2 CFR Part 200.305(b)(8).

(c) A Grantee who is required to reimburse Grant Funds pursuant to an action brought under the Grant Funds Recovery Act, and who enters into a deferred payment plan for the purpose of satisfying a past due debt, shall be required to pay interest on such debt as required by Section 10.2 of the Illinois State Collection Act of 1986, 30 ILCS 210; See *also* 30 ILCS 705/10.

4.7 Timely Billing Required. Grantee must submit any payment request to Grantor within thirty (30) days of the end of the quarter, unless another billing schedule is specified in **PART TWO** or **PART THREE**. Failure to submit such payment request timely will render the amounts billed an unallowable cost which Grantor cannot reimburse. In the event that Grantee is unable, for good cause, to submit its payment request timely, Grantee shall timely notify Grantor and may request an extension of time to submit the payment request. Grantor's approval of Grantee's request for an extension shall not be unreasonably withheld.

4.8 Certification. Pursuant to 2 CFR 200.415, each invoice and report submitted by Grantee must contain the following certification by an official authorized to legally bind the Grantee:

By signing this report [or payment request], I certify to the best of my knowledge and belief that the report [or payment request] is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal or State award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

ARTICLE V SCOPE OF GRANT ACTIVITIES/PURPOSE OF GRANT

5.1 Scope of Grant Activities/Purpose of Grant. Grantee will conduct the Grant Activities or provide the services as described in the Exhibits and attachments, including **Exhibit A** (Project Description) and **Exhibit B** (Deliverables), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules. In addition, the State's Notice of Award is incorporated herein as an attachment. All Grantor-specific provisions and programmatic reporting required under this Agreement are described in **PART TWO** (The Grantor-Specific Terms). All Project-specific provisions and reporting required under this Agreement are described in **PART THREE**.

5.2 Scope Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Scope revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Scope revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. See 2 CFR 200.308.

5.3 Specific Conditions. If applicable, specific conditions required after a risk assessment will be included in **Exhibit G**. Grantee shall adhere to the specific conditions listed therein.

**ARTICLE VI
BUDGET**

6.1. Budget. The Budget is a schedule of anticipated grant expenditures that is approved by Grantor for carrying out the purposes of the Award. When Grantee or third parties support a portion of expenses associated with the Award, the Budget includes the non-Federal as well as the Federal share (and State share if applicable) of grant expenses. The Budget submitted by Grantee at, or a revised Budget subsequently submitted and approved by Grantor, is considered final and is incorporated herein as an attachment.

6.2. Budget Revisions. Grantee shall obtain Prior Approval from Grantor whenever a Budget revision is necessary for one or more of the reasons enumerated in 2 CFR 200.308. All requests for Budget revisions that require Grantor approval shall be signed by Grantee's authorized representative and submitted to Grantor for approval. Expenditure of funds under a requested revision is prohibited and will not be reimbursed if expended before Grantor gives written approval. 2 CFR 200.308.

6.3. Discretionary Line Item Transfers. Unless prohibited from doing so in 2 CFR 200.308, transfers between approved line items may be made without Grantor's approval only if the total amount transferred does not exceed the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item. Discretionary line item transfers may not result in an increase to the Budget.

6.4. Non-discretionary Line Item Transfers. Total line item transfers exceeding the allowable variance of the greater of either (i) ten percent (10%) of the Budget line item or (ii) one thousand dollars (\$1,000) of the Budget line item require Grantor approval as set forth in Paragraph 6.2.

6.5. Notification. Within thirty (30) calendar days from the date of receipt of the request for Budget revisions, Grantor will review the request and notify Grantee whether the Budget revision has been approved, denied, or the date upon which a decision will be reached.

**ARTICLE VII
ALLOWABLE COSTS**

7.1. Allowability of Costs; Cost Allocation Methods. The allowability of costs and cost allocation methods for work performed under this Agreement shall be determined in accordance with 2 CFR 200 Subpart E and Appendices III, IV, and V.

7.2. Indirect Cost Rate Submission.

(a) All Grantees must make an Indirect Cost Rate election in the Grantee Portal, even grantees that do not charge or expect to charge Indirect Costs.

(b) A Grantee must submit an Indirect Cost Rate Proposal in accordance with federal regulations, in a format prescribed by Grantor. For Grantees who have never negotiated an Indirect Cost Rate before, the Indirect Cost Rate Proposal must be submitted for approval no later than three months after the effective date of the Award. For Grantees who have previously negotiated an Indirect Cost Rate, the Indirect Cost Rate Proposal must be submitted for approval within 180 days of the Grantee's fiscal year end, as dictated in the applicable appendices, such as:

- (i) Appendix V and VII to 2 CFR Part 200 governs Indirect Cost Rate Proposals for State and local governments,
- (ii) Appendix III to 2 CFR Part 200 governs Indirect Cost Rate Proposals for public and private institutions of higher education,
- (iii) Appendix IV to 2 CFR Part 200 governs Indirect (F&A) Costs Identification and Assignment, and Rate Determination for Nonprofit Organizations, and
- (iv) Appendix V to Part 200 governs State/Local Governmentwide Central Service Cost Allocation Plans.

(c) A Grantee who has a current, applicable rate negotiated by a cognizant Federal agency shall provide to Grantor a copy of its Indirect Cost Rate acceptance letter from the Federal government. Grantor will accept that Indirect Cost Rate, up to any statutory, rule- based or programmatic limit.

7.3 Transfer of Costs. Cost transfers between Grants, whether as a means to compensate for cost overruns or for other reasons, are unallowable. See 2 CFR 200.451.

7.4. Higher Education Cost Principles. The Federal cost principles that apply to public and private institutions of higher education are set forth in 2 CFR Part 200 Subpart E and Appendix III.

7.5 Nonprofit Organizations Cost Principles. The Federal cost principles that apply to Nonprofit Organizations that are not institutions of higher education are set forth in 2 CFR Part 200 Subpart E, unless exempt under 2 CFR 200 Appendix VIII.

7.6. Government Cost Principles. The Federal cost principles that apply to State, local and Federally-recognized Indian tribal governments are set forth in 2 CFR Part 200 Subpart E, Appendix V, and Appendix VII.

7.7. Commercial Organization Cost Principles. The Federal cost principles and procedures for cost analysis and the determination, negotiation and allowance of costs that apply to commercial organizations are set forth in 48 CFR Part 31.

7.8 Financial Management Standards. The financial management systems of Grantee must meet the following standards:

(a) **Accounting System.** Grantee organizations must have an accounting system that provides accurate, current, and complete disclosure of all financial transactions related to each State- and Federally-funded Program. Accounting records must contain information pertaining to State and Federal pass-through awards, authorizations, obligations, unobligated balances, assets, outlays, and income. These records must be maintained on a current basis and balanced at least quarterly. Cash contributions to the Program from third parties must be accounted for in the general ledger with other Grant Funds. Third party in-kind (non-cash) contributions are not required to be recorded in the general ledger, but must be under accounting control, possibly through the use of a memorandum ledger. See 2 CFR 200.302.

(b) **Source Documentation.** Accounting records must be supported by such source documentation as canceled checks, bank statements, invoices, paid bills, donor letters, time and attendance records, activity reports, travel reports, contractual and consultant agreements, and subaward documentation. All supporting documentation should be clearly identified with the Award and general ledger accounts which are to be charged or credited.

(i) The documentation standards for salary charges to grants are prescribed by 2 CFR 200.430, and in the cost principles applicable to the entity's organization (Paragraphs 7.4 through 7.7).

(ii) If records do not meet the standards in 2 CFR 200.430, then Grantor may notify Grantee in **PART TWO, PART THREE** or **Exhibit G** of the requirement to submit Personnel activity reports. See 2 CFR 200.430(i)(8). Personnel activity reports shall account on an after-the-fact basis for one hundred percent (100%) of the employee's actual time, separately indicating the time spent on the grant, other grants or projects, vacation or sick leave, and administrative time, if applicable. The reports must be signed by the employee, approved by the appropriate official, and coincide with a pay period. These time records should be used to record the distribution of salary costs to the appropriate accounts no less frequently than quarterly.

(iii) Formal agreements with independent contractors, such as consultants, must include a description of the services to be performed, the period of performance, the fee and method of payment, an itemization of travel and other costs which are chargeable to the agreement, and the signatures of both the contractor and an appropriate official of Grantee.

(iv) If third party in-kind (non-cash) contributions are used for Grant purposes, the valuation of these contributions must be supported with adequate documentation.

(c) **Internal Control.** Effective control and accountability must be maintained for all cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must provide assurance that it is used solely for authorized purposes. Grantee must also have systems in place that provide reasonable assurance that the information is accurate, allowable, and compliant with the terms and conditions of this Agreement. 2 CFR 200.303

(d) **Budget Control.** Records of expenditures must be maintained for each Award by the cost categories of the approved Budget (including indirect costs that are charged to the Award), and actual expenditures are to be compared with Budgeted amounts at least quarterly.

(e) **Cash Management.** Requests for advance payment shall be limited to Grantee's immediate cash needs. Grantee must have written procedures to minimize the time elapsing between the receipt and the disbursement of Grant Funds to avoid having excess funds on hand. 2 CFR 200.305.

7.9 **Federal Requirements.** All Awards, whether funded in whole or in part with either Federal or State funds, are subject to Federal requirements and regulations, including but not limited to 2 CFR Part 200, 44 Ill. Admin. Code 7000.30(b) and the Financial Management Standards in Paragraph 7.9.

7.10 **Profits.** It is not permitted for any person or entity to earn a Profit from an Award. See, e.g., 2 CFR 200.400(g); see also 30 ILCS 708/60(a)(7).

7.11 **Management of Program Income.** Grantee is encouraged to earn income to defray program costs where appropriate, subject to 2 CFR 200.307.

ARTICLE VIII REQUIRED CERTIFICATIONS

8.1 **Certifications.** Grantee, its officers, and directors shall be responsible for compliance with the enumerated certifications to the extent that the certifications apply to Grantee.

(a) **Bribery.** Grantee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor made an admission of guilt of such conduct which is a matter of record (30 ILCS 500/50-5).

(b) **Bid Rigging.** Grantee certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Paragraph 33E-3 or 33E-4 of the Criminal Code of 1961 (720 ILCS 5/33E-3 or 720 ILCS 5/33E-4, respectively).

(c) **Debt to State.** Grantee certifies that neither it, nor its affiliate(s), is/are barred from receiving an Award because Grantee, or its affiliate(s), is/are delinquent in the payment of any debt to the State, unless Grantee, or its affiliate(s), has/have entered into a deferred payment plan to pay off the debt, and Grantee acknowledges Grantor may declare the Agreement void if the certification is false (30 ILCS 500/50-11).

(d) **Educational Loan.** Grantee certifies that it is not barred from receiving State agreements as a result of default on an educational loan (5 ILCS 385/1 *et seq.*).

(e) **International Boycott.** Grantee certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the U.S. Export Administration Act of 1979 (50 USC Appendix 2401 *et seq.* or the regulations of the U.S. Department of Commerce promulgated under that Act (15 CFR Parts 730 through 774).

(f) **Dues and Fees.** Grantee certifies that it is not prohibited from receiving an Award because it pays dues or fees on behalf of its employees or agents, or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates (775 ILCS 25/1 *et seq.*).

(g) **Pro-Children Act.** Grantee certifies that it is in compliance with the Pro-Children Act of 2001 in that it prohibits smoking in any portion of its facility used for the provision of health, day care, early childhood development services, education or library services to children under the age of eighteen (18), which services are supported by Federal or State government assistance (except such portions of the facilities which are used for inpatient substance abuse treatment) (20 USC 7181-7184).

(h) **Drug-Free Work Place.** If Grantee is not an individual, Grantee certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. 30 ILCS 580/3. If Grantee is an individual and this Agreement is valued at more than \$5,000, Grantee certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the Agreement. 30 ILCS 580/4. Grantee further certifies that it is in compliance with the government-wide requirements for a drug-free workplace as set forth in 41 USC 8102.

(i) **Motor Voter Law.** Grantee certifies that it is in full compliance with the terms and provisions of the National Voter Registration Act of 1993 (52 USC 20501 *et seq.*).

(j) **Clean Air Act and Clean Water Act.** Grantee certifies that it is in compliance with all applicable standards, order or regulations issued pursuant to the Clean Air Act (42 USC §7401 *et seq.*) and the Federal Water Pollution Control Act, as amended (33 USC §1251 *et seq.*).

(k) **Debarment.** Grantee certifies that it is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or agency (45 CFR Part 76), or by the State (See 30 ILCS 708/25(6)(G)).

(l) **Non-procurement Debarment and Suspension.** Grantee certifies that it is in compliance with Subpart C of 2 CFR Part 180 as supplemented by 2 CFR Part 376, Subpart C.

(m) **Grant for the Construction of Fixed Works.** Grantee certifies that all Programs for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*) unless the provisions of that Act exempt its application. In the construction of the Program, Grantee shall comply with the requirements of the Prevailing Wage Act including, but not limited to, inserting into all contracts for such construction a stipulation to the effect that not less than the prevailing rate of wages as applicable to the Program shall be paid to all laborers, workers, and mechanics performing work under the Award and requiring all bonds of contractors to include a provision as will guarantee the faithful performance of such prevailing wage clause as provided by contract.

(n) **Health Insurance Portability and Accountability Act.** Grantee certifies that it is in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law No. 104-191, 45 CFR Parts 160, 162 and 164, and the Social Security Act, 42 USC 1320d-2 through 1320d-7, in that it may not use or disclose protected health information other than as permitted or required by law and agrees to use appropriate safeguards to prevent use or disclosure of the protected health information. Grantee shall maintain, for a minimum of six (6) years, all protected health information.

(o) **Criminal Convictions.** Grantee certifies that neither it nor any managerial agent of Grantee has been convicted of a felony under the Sarbanes-Oxley Act of 2002, nor a Class 3 or Class 2 felony under Illinois Securities Law of 1953, or that at least five (5) years have passed since the date of the conviction. Grantee further certifies that it is not barred from receiving an Award under 30 ILCS 500/50-10.5, and acknowledges that Grantor shall declare the Agreement void if this certification is false (30 ILCS 500/50-10.5).

(p) **Forced Labor Act.** Grantee certifies that it complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction (30 ILCS 583).

(q) **Illinois Use Tax.** Grantee certifies in accordance with 30 ILCS 500/50-12 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(r) **Environmental Protection Act Violations.** Grantee certifies in accordance with 30 ILCS 500/50-14 that it is not barred from receiving an Award under this Paragraph. Grantee acknowledges that this Agreement may be declared void if this certification is false.

(s) **Goods from Child Labor Act.** Grantee certifies that no foreign-made equipment, materials, or supplies furnished to the State under this Agreement have been produced in whole or in part by the labor of any child under the age of twelve (12) (30 ILCS 584).

(t) **Federal Funding Accountability and Transparency Act of 2006.** Grantee certifies that it is in compliance with the terms and requirements of 31 USC 6101.

ARTICLE IX CRIMINAL DISCLOSURE

9.1. Mandatory Criminal Disclosures. Grantee shall continue to disclose to Grantor all violations of criminal law involving fraud, bribery or gratuity violations potentially affecting this Award. See 30 ILCS 708/40. Additionally, if Grantee receives over \$10 million in total Grant Funds, funded by either State or Federal funds, during the period of this Award, Grantee must maintain the currency of information reported to SAM regarding civil, criminal or administrative proceedings as required by 2 CFR 200.113 and Appendix II of 2 CFR Part 200, and 30 ILCS 708/40.

ARTICLE X UNLAWFUL DISCRIMINATION

10.1. Compliance with Nondiscrimination Laws. Grantee, its employees and subcontractors under subcontract made pursuant to this Agreement, shall comply with all applicable provisions of State and Federal laws and regulations pertaining to nondiscrimination, sexual harassment and equal employment opportunity including, but not limited to, the following laws and regulations and all subsequent amendments thereto:

- (a) The Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*), including, without limitation, 44 Ill. Admin. Code Part 750, which is incorporated herein;
- (b) The Public Works Employment Discrimination Act (775 ILCS 10/1 *et seq.*);
- (c) The United States Civil Rights Act of 1964 (as amended) (42 USC 2000a- and 2000h-6). (See *also* guidelines to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons [Federal Register: February 18, 2002 (Volume 67, Number 13, Pages 2671-2685)]);
- (d) Section 504 of the Rehabilitation Act of 1973 (29 USC 794);
- (e) The Americans with Disabilities Act of 1990 (42 USC 12101 *et seq.*); and
- (f) The Age Discrimination Act (42 USC 6101 *et seq.*).

ARTICLE XI LOBBYING

11.1 Improper Influence. Grantee certifies that no Grant Funds have been paid or will be paid by or on behalf of Grantee to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, Grantee certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

11.2 Federal Form LLL. If any funds, other than Federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions.

11.3 Lobbying Costs. Grantee certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR Part 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

11.4 Procurement Lobbying. Grantee warrants and certifies that it and, to the best of its knowledge, its sub-grantees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits Grantees and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

11.5 Subawards. Grantee must include the language of this ARTICLE XI in the award documents for any subawards made pursuant to this Award at all tiers. All sub-awardees are also subject to certification and disclosure. Pursuant to Appendix II(I) to 2 CFR Part 200, Grantee shall forward all disclosures by contractors regarding this certification to Grantor.

11.6 Certification. This certification is a material representation of fact upon which reliance was placed to enter into this transaction and is a prerequisite for this transaction, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

ARTICLE XII MAINTENANCE AND ACCESSIBILITY OF RECORDS; MONITORING

12.1 Records Retention. Grantee shall maintain for three (3) years from the date of submission of the final expenditure report, adequate books, all financial records and, supporting documents, statistical records, and all other records pertinent to this Award, adequate to comply with 2 CFR 200.333, unless a different retention period is specified in 2 CFR 200.333. If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

12.2 Accessibility of Records. Grantee, in compliance with 2 CFR 200.336, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, Federal authorities, any person identified in 2 CFR 200.336, and any other person as may be authorized by Grantor (including auditors), by the State of Illinois or by Federal statute. Grantee shall cooperate fully in any such audit.

12.3 Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this ARTICLE XII, shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement.

12.4 Monitoring and Access to Information. Grantee must monitor its activities to assure compliance with applicable State and Federal requirements and to assure its performance expectations are being achieved. Grantor shall monitor the activities of Grantee to assure compliance with all requirements and performance expectations of the award. Grantee shall timely submit all financial and performance reports, and shall supply, upon Grantor's request, documents and information relevant to the Award. Grantor may make site visits as warranted by program needs. See 2 CFR 200.328 and 200.331. Additional monitoring requirements may be in **PART TWO** or **PART THREE**.

ARTICLE XIII FINANCIAL REPORTING REQUIREMENTS

13.1 Required Periodic Financial Reports. Grantee agrees to submit financial reports as requested and in the format required by Grantor. Grantee shall file quarterly reports with Grantor describing the expenditure(s) of the funds related thereto, unless more frequent reporting is required by the Grantee pursuant to specific award conditions. 2 CFR 200.207. The first of such reports shall cover the first three months after the Award begins. Quarterly reports must be submitted no later than 30 calendar days following the three-month period covered by the report. Additional information regarding required financial reports may be set forth in **Exhibit G**. Failure to submit the required financial reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*; 2 CFR 207(b)(3) and 200.327.

13.2 Close-out Reports.

(a) Grantee shall submit a Close-out Report within 60 calendar days following the end of the period of performance for this Agreement. In the event that this Agreement is terminated prior to the end of the Term, Grantee shall submit a Close-out Report within 60 calendar days of such termination. The format of this Close-out Report shall follow a format prescribed by Grantor. 2 CFR 200.343.

(b) If an audit or review of Grantee occurs and results in adjustments after Grantee submits a Close-out Report, Grantee will submit a new Close-out Report based on audit adjustments, and immediately submit a refund to Grantor, if applicable. 2 CFR 200.344.

13.3 Consolidated Year-End Financial Reports.

(a) This Paragraph 13.3 applies to all Grantees, unless exempted by **PART TWO** or **PART THREE**.

(b) Grantees shall submit Consolidated Year-End Financial Reports, according to the required audit (see ARTICLE XV), namely:

(i) For Grantees required to conduct a single audit (or program-specific audit), within the earlier of (a) 9 months after the Grantee's fiscal year ending on or after June 30, or (b) 30 calendar days following completion of the audit; or

(ii) For Grantees required to conduct a Financial Statement Audit or for Grantees not required to perform an audit, within 180 days after the Grantee's fiscal year ending on or after June 30.

These deadlines may be extended at the discretion of the Grantor, but only for rare and unusual circumstances such as a natural disaster.

(c) The Consolidated Year-End Financial Reports must cover the same period the Audited Financial Statements cover. If no Audited Financial Statements are required, however, then the Consolidated Year-End Financial Reports must cover the same period as the Grantee's tax return.

(d) Consolidated Year-End Financial Reports must include an in relation to opinion from the report issuer on the Cost and Revenue schedules included in the Consolidated Year-End Financial Reports.

13.4 Effect of Failure to Comply. Failure to comply with reporting requirements shall result in the withholding of funds, the return of improper payments or Unallowable Costs, will be considered a material breach of this Agreement and may be the basis to recover Grant Funds. Grantee's failure to comply with this ARTICLE XIII, ARTICLE XIV, or ARTICLE XV shall be considered prima facie evidence of a breach and may be admitted as such, without further proof, into evidence in an administrative proceeding before Grantor, or in any other legal proceeding. Grantee should refer to the State of Illinois Grantee Compliance Enforcement System for policy and consequences for failure to comply.

ARTICLE XIV PERFORMANCE REPORTING REQUIREMENTS

14.1 Required Periodic Performance Reports. Grantee agrees to submit Performance Reports as requested and in the format required by Grantor. Performance Measures listed in **Exhibit E** must be reported quarterly, unless otherwise specified in **PART TWO** or **PART THREE**. Unless so specified, the first of such reports shall cover the first three months after the Award begins. If Grantee is not required to report performance quarterly, then Grantee must submit a Performance Report at least annually. Pursuant to 2 CFR 200.207, specific conditions may be imposed requiring Grantee to report more frequently based on the risk assessment or the merit-based review of the application. In such cases, Grantor shall notify Grantee of same in **Exhibit G**. Pursuant to 2 CFR 200.328, periodic Performance Reports shall be submitted no later than 30 calendar days following the period covered by the report. For

certain construction-related Awards, such reports may be exempted as identified in **PART TWO** or **PART THREE**. 2 CFR 200.328. Failure to submit such required Performance Reports may cause a delay or suspension of funding. 30 ILCS 705/1 *et seq.*

14.2 Close-out Performance Reports. Grantee agrees to submit a Close-out Performance Report, in the format required by Grantor, within 60 calendar days following the end of the period of performance. See 2 CFR 200.343.

14.3 Content of Performance Reports. Pursuant to 2 CFR 200.328(b)(2) all Performance Reports must include Program qualitative and quantitative information, including a comparison of actual accomplishments to the objectives of the award established for the period; where the accomplishments can be quantified, a computation of the cost if required; performance trend data and analysis if required; and reasons why established goals were not met, if appropriate. Appendices may be used to include additional supportive documentation. Additional content and format guidelines for the Performance Reports will be determined by Grantor contingent on the Award's statutory, regulatory and administrative requirements, and are included in **PART TWO** or **PART THREE** of this Agreement.

14.4 Performance Standards. Grantee shall perform in accordance with the Performance Standards set forth in **Exhibit F**. See 2 CFR 200.301 and 200.210.

ARTICLE XV AUDIT REQUIREMENTS

15.1 Audits. Grantee shall be subject to the audit requirements contained in the Single Audit Act Amendments of 1996 (31 USC 7501-7507) and Subpart F of 2 CFR Part 200, and the audit rules set forth by the Governor's Office of Management and Budget. See 30 ILCS 708/65(c).

15.2 Entities That Are Not "For-Profit".

(a) This Paragraph applies to Grantees that are not "for-profit" entities.

(b) Single and Program-Specific Audits. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards combined), Grantee must have a single audit or program-specific audit conducted for that year as required by 2 CFR 200.501 and other applicable sections of Subpart F of 2 CFR Part 200. The audit and reporting package (including data collection form and management letters) must be completed as described in 2 CFR 200.512 (single audit) or 2 CFR 200.507 (program-specific audit). The audit (and package) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards, Grantee is subject to the following audit requirements:

(i) If, during its fiscal year, Grantee expends \$300,000 or more in Federal and State Awards, singularly or in any combination, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS). Grantee may be subject to additional requirements in **PART TWO**, **PART THREE** or **Exhibit G** based on the Grantee's risk profile.

(ii) If, during its fiscal year, Grantee expends less than \$300,000 in Federal and State Awards, but the total revenue it receives is in excess of \$300,000, Grantee must have a financial statement audit conducted in accordance with the Generally Accepted Auditing Standards (GAAS).

(iii) Grantee must submit its financial statement audit report(s) and any management letters issued by the auditor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) 180 days after the end of the Grantee's audit period.

15.3 "For-Profit" Entities.

(a) This Paragraph applies to Grantees that are "for-profit" entities.

(b) Program-Specific Audit. If, during its fiscal year, Grantee expends \$750,000 or more in Federal Awards (direct federal and federal pass-through awards) and State Awards, singularly or in any combination, Grantee is required to have a program-specific audit conducted in accordance with 2 CFR 200.507. The audit and reporting package (including data collection form and management letters) must be submitted to Grantor within the earlier of (i) 30 calendar days after receipt of the auditor's report(s) or (ii) nine (9) months after the end of the Grantee's audit period.

(c) Financial Statement Audit. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and State Awards combined, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(iii), above.

15.4 Performance of Audits. For those organizations required to submit an independent audit report, the audit is to be conducted by a Certified Public Accountant or Certified Public Accounting Firm licensed in the State of Illinois or in accordance with Section 5.2 of the Illinois Public Accounting Act (225 ILCS 450/5.2). For audits required to be performed subject to Generally Accepted Government Auditing Standards, Grantee shall request and maintain on file a copy of the auditor's most recent peer review report and acceptance letter. Grantee shall follow procedures prescribed by Grantor for the preparation and submission of audit reports and any related documents

15.5 Report Timing. If, during its fiscal year, Grantee expends less than \$750,000 in Federal Awards and State Awards combined, Grantee must follow all of the audit requirements in Paragraphs 15.2(c)(i)-(iii), above.

**ARTICLE XVI
TERMINATION; SUSPENSION**

16.1 Termination.

(a) This Agreement may be terminated, in whole or in part, by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party. If terminated by the Grantee, Grantee must include the reasons for such termination, the effective date, and, in the case of a partial termination, the portion to be terminated. If Grantor determines in the case of a partial termination that the reduced or modified portion of the Award will not accomplish the purposes for which the Award was made, Grantor may terminate the Agreement in its entirety. 2 CFR 200.339(a)(4).

(b) This Agreement may be terminated, in whole or in part, by Grantor without advance notice:

(i) Pursuant to a funding failure under Paragraph 4.1;

(ii) If Grantee fails to comply with the terms and conditions of this or any Award, application or proposal, including any applicable rules or regulations, or has made a false representation in connection with the receipt of this or any Grant; For cause, which may render the Grantee ineligible for consideration for future grants from the Grantor or other State agencies; or

(iii) If Grantee breaches this Agreement and either (1) fails to cure such breach within 15 calendar days' written notice thereof, or (2) if such cure would require longer than 15 calendar days and the Grantee has failed to commence such cure within 15 calendar days' written notice thereof. In the event that Grantor terminates this Agreement as a result of the breach of the Agreement by Grantee, Grantee shall be paid for work satisfactorily performed prior to the date of termination.

16.2 Suspension. Grantor may suspend this Agreement, in whole or in part, pursuant to a funding failure under Paragraph 4.1 or if the Grantee fails to comply with terms and conditions of this or any Award. If suspension is due to Grantee's failure to comply, Grantor may withhold further payment and prohibit Grantee from incurring additional obligations pending corrective action by Grantee or a decision to terminate this Agreement by Grantor. Grantor may determine to allow necessary and proper costs that Grantee could not reasonably avoid during the period of suspension.

16.3 Non-compliance. If Grantee fails to comply with applicable statutes, regulations or the terms and conditions of this or any Award, Grantor may impose additional conditions on Grantee, as described in 2 CFR 200.207. If Grantor determines that non-compliance cannot be remedied by imposing additional conditions, Grantor may take one or more of the actions described in 2 CFR 200.338. The Parties shall follow all Grantor policies and procedures regarding non-compliance, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System.

16.4 Objection. If Grantor suspends or terminates this Agreement, in whole or in part, for cause, or takes any other action in response to Grantee's non-compliance, Grantee may avail itself of any opportunities to object and challenge such suspension, termination or other action by Grantor in accordance with any applicable processes and procedures, including, but not limited to, the procedures set forth in the State of Illinois Grantee Compliance Enforcement System. 2 CFR 200.341.

16.5 Effects of Suspension and Termination.

- (a) Grantor may credit Grantee for expenditures incurred in the performance of authorized services under this Agreement prior to the effective date of a suspension or termination.
- (b) Grantee shall not incur any costs or obligations that require the use of these Grant Funds after the effective date of a suspension or termination, and shall cancel as many outstanding obligations as possible.
- (c) Costs to Grantee resulting from obligations incurred by Grantee during a suspension or after termination of the Agreement are not allowable unless:
 - (i) Grantor expressly authorizes them in the notice of suspension or termination;
and
 - (ii) The costs result from obligations properly incurred before the effective date of suspension or termination, are not in anticipation of the suspension or termination, and the costs would be allowable if the Agreement was not suspended or terminated. 2 CFR 200.342.

16.6 Close-out of Terminated Agreements. If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement. 2 CFR 200.339(c).

ARTICLE XVII
SUBCONTRACTS/SUB-GRANTS

17.1 Sub-recipients/Delegation. Grantee may not subcontract nor sub-grant any portion of this Agreement nor delegate any duties hereunder without Prior Approval of Grantor. The requirement for Prior Approval is satisfied if the subcontractor or sub-grantee has been identified in the Uniform Grant Application, such as, without limitation, a Project Description, and Grantor has approved.

17.2 Application of Terms. Grantee shall advise any sub-grantee of funds awarded through this Agreement of the requirements imposed on them by Federal and State laws and regulations, and the provisions of this Agreement.

**ARTICLE XVIII
NOTICE OF CHANGE**

18.1 Notice of Change. Grantee shall notify the Grantor if there is a change in Grantee's legal status, Federal employer identification number (FEIN), DUNS number, SAM registration or the state equivalent registration status, Related Parties, or address. See 30 ILCS 708/60(a). If the change is anticipated, Grantee shall give thirty (30) days' prior written notice to Grantor. If the change is unanticipated, Grantee shall give notice as soon as practicable thereafter. Grantor reserves the right to take any and all appropriate action as a result of such change(s).

18.2 Failure to Provide Notification. Grantee shall hold harmless Grantor for any acts or omissions of Grantor resulting from Grantee's failure to notify Grantor of these changes.

18.3 Notice of Impact. Grantee shall immediately notify Grantor of any event that may have a material impact on Grantee's ability to perform this Agreement.

18.4 Circumstances Affecting Performance; Notice. In the event Grantee becomes a party to any litigation, investigation or transaction that may reasonably be considered to have a material impact on Grantee's ability to perform under this Agreement, Grantee shall notify Grantor, in writing, within five (5) calendar days of determining such litigation or transaction may reasonably be considered to have a material impact on the Grantee's ability to perform under this Agreement.

18.5 Effect of Failure to Provide Notice. Failure to provide the notice described in Paragraph 18.4 shall be grounds for immediate termination of this Agreement and any costs incurred after notice should have been given shall be disallowed.

**ARTICLE XIX
REORGANIZATION AND BOARD MEMBERSHIP**

19.1 Effect of Reorganization. Grantee acknowledges that this Agreement is made by and between Grantor and Grantee, as Grantee is currently organized and constituted. No promise or undertaking made hereunder is an assurance that Grantor agrees to continue this Agreement, or any license related thereto, should Grantee significantly reorganize or otherwise substantially change the character of its corporate structure, business structure or governance structure. Grantee agrees that it will give Grantor prior notice of any such action or changes significantly affecting its overall structure or management makeup (for example, a merger or a corporate restructuring), and will provide any and all reasonable documentation necessary for Grantor to review the proposed transaction including financial records and corporate and shareholder minutes of any corporation which may be involved. This ARTICLE XIX does not require Grantee to report on minor changes in the makeup of its board membership. Nevertheless, **PART TWO** or **PART THREE** may impose further restrictions. Failure to comply with this ARTICLE XIX shall constitute a material breach of this Agreement.

**ARTICLE XX
AGREEMENTS WITH OTHER STATE AGENCIES**

20.1 Copies upon Request. Grantee shall, upon request by Grantor, provide Grantor with copies of contracts or other agreements to which Grantee is a party with any other State agency.

**ARTICLE XXI
CONFLICT OF INTEREST**

21.1 Required Disclosures. Grantee must immediately disclose in writing any potential or actual Conflict of Interest to the Grantor. 2 CFR 200.112 and 44 Ill. Admin. Code 7000.40(b)(3).

21.2 Prohibited Payments. Grantee agrees that payments made by Grantor under this Agreement will not be used to compensate, directly or indirectly, any person (1) currently holding an elective office in this State including, but not limited to, a seat in the General Assembly, or (2) employed by an office or agency of the State of Illinois whose annual compensation is in excess of sixty percent (60%) of the Governor's annual salary, or \$106,447.20 (30 ILCS 500/50-13).

21.3 Request for Exemption. Grantee may request written approval from Grantor for an exemption from Paragraph 21.2. Grantee acknowledges that Grantor is under no obligation to provide such exemption and that Grantor may, if an exemption is granted, grant such exemption subject to such additional terms and conditions as Grantor may require.

**ARTICLE XXII
EQUIPMENT OR PROPERTY**

22.1 Transfer of Equipment. Grantor shall have the right to require that Grantee transfer to Grantor any equipment, including title thereto, purchased in whole with Grantor funds, if Grantor determines that Grantee has not met the conditions of 2 CFR 200.439(a). Grantor shall notify Grantee in writing should Grantor require the transfer of such equipment. Upon such notification by Grantor, and upon receipt or delivery of such equipment by Grantor, Grantee will be deemed to have transferred the equipment to Grantor as if Grantee had executed a bill of sale therefor.

22.2 Prohibition against Disposition/Encumbrance. The Grantee is prohibited from, and may not sell, transfer, encumber (other than original financing) or otherwise dispose of said equipment, material, or real property during the Grant Term without Prior Approval of Grantor. Any real property acquired using Grant Funds must comply with the requirements of 2 CFR 200.311.

22.3 Equipment and Procurement. Grantee must comply with the uniform standards set forth in 2 CFR 200.310–200.316 governing the management and disposition of property which cost was supported by Grant Funds. Any waiver from such compliance must be granted by both the President's Office of Management and Budget, the Governor's Office of Management and Budget, or both, depending on the source of the Grant Funds used. Additionally, Grantee must comply with the standards set forth in 2 CFR 200.317-200.326 for use in establishing procedures for the procurement of supplies and other expendable property, equipment, real property and other services with Grant Funds. These standards are furnished to ensure that such materials and services are obtained in an effective manner and in compliance with the provisions of applicable Federal and State statutes and executive orders.

**ARTICLE XXIII
PROMOTIONAL MATERIALS; PRIOR NOTIFICATION**

23.1 Publications, Announcements, etc. Use of Grant Funds for promotions is subject to the prohibitions for advertising or public relations costs in 2 CFR 200.421(e). In the event that Grantor funds are used in whole or in part to produce any written publications, announcements, reports, flyers, brochures or other written materials, Grantee shall obtain Prior Approval for the use of those funds (2 CFR 200.467) and agrees to include in these publications, announcements, reports, flyers, brochures and all other such material, the phrase "Funding provided in whole or in part by the [Grantor]." Exceptions to this requirement must be requested, in writing, from Grantor and will be considered authorized only upon written notice thereof to Grantee.

23.2 Prior Notification/Release of Information. Grantee agrees to notify Grantor ten (10) days prior to issuing public announcements or press releases concerning work performed pursuant to this Agreement, or funded in whole or in part by this Agreement, and to cooperate with Grantor in joint or coordinated releases of information.

**ARTICLE XXIV
INSURANCE**

24.1 Purchase and Maintenance of Insurance. Grantee shall maintain in full force and effect during the Term of this Agreement casualty and bodily injury insurance, as well as insurance sufficient to cover the replacement cost of any and all real or personal property, or both, purchased or, otherwise acquired, or improved in whole or in part, with funds disbursed pursuant to this Agreement. 2 CFR 200.310. Additional insurance requirements may be detailed in **PART TWO** or **PART THREE**.

24.2 Claims. If a claim is submitted for real or personal property, or both, purchased in whole with funds from this Agreement and such claim results in the recovery of money, such money recovered shall be surrendered to Grantor.

**ARTICLE XXV
LAWSUITS AND INDEMNIFICATION**

25.1 Independent Contractor. Grantee is an independent contractor under this Agreement and neither Grantee nor any employee or agent of Grantee is an employee of Grantor and do not acquire any employment rights with Grantor or the State of Illinois by virtue of this Agreement. Grantee will provide the agreed services and achieve the specified results free from the direction or control of Grantor as to the means and methods of performance. Grantee will be required to provide its own equipment and supplies necessary to conduct its business; provided, however, that in the event, for its convenience or otherwise, Grantor makes any such equipment or supplies available to Grantee, Grantee's use of such equipment or supplies provided by Grantor pursuant to this Agreement shall be strictly limited to official Grantor or State of Illinois business and not for any other purpose, including any personal benefit or gain.

25.2 Indemnification. To the extent permitted by law, Grantee agrees to hold harmless Grantor against any and all liability, loss, damage, cost or expenses, including attorneys' fees, arising from the intentional torts, negligence or breach of contract of Grantee, with the exception of acts performed in conformance with an explicit, written directive of Grantor. Indemnification by Grantor will be governed by the State Employee Indemnification Act (5 ILCS 350/1 *et seq.*) as interpreted by the Illinois Attorney General. Grantor makes no representation that Grantee, an independent contractor, will qualify or be eligible for indemnification under said Act.

**ARTICLE XXVI
MISCELLANEOUS**

26.1 Gift Ban. Grantee is prohibited from giving gifts to State employees pursuant to the State Officials and Employees Ethics Act (5 ILCS 430/10-10) and Executive Order 15-09.

26.2 Access to Internet. Grantee must have Internet access. Internet access may be either dial-up or high-speed. Grantee must maintain, at a minimum, one business e-mail address that will be the primary receiving point for all e-mail correspondence from Grantor. Grantee may list additional e-mail addresses at any time during the Term of this Agreement. The additional addresses may be for a specific department or division of Grantee or for specific employees of Grantee. Grantee must notify Grantor of any e-mail address changes within five (5) business days from the effective date of the change.

26.3 Exhibits and Attachments. **Exhibits A** through **G**, **PART TWO**, **PART THREE**, if applicable, and all other exhibits and attachments hereto are incorporated herein in their entirety.

26.4 Assignment Prohibited. Grantee acknowledges that this Agreement may not be sold, assigned, or transferred in any manner by Grantee, to include an assignment of Grantee's rights to receive payment hereunder, and that any actual or attempted sale, assignment, or transfer by Grantee without the Prior Approval of Grantor in writing shall render this Agreement null, void and of no further effect.

- 26.5 Amendments. This Agreement may be modified or amended at any time during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties.
- 26.6 Severability. If any provision of this Agreement is declared invalid, its other provisions shall not be affected thereby.
- 26.7 No Waiver. No failure of Grantor to assert any right or remedy hereunder will act as a waiver of its right to assert such right or remedy at a later time or constitute a course of business upon which Grantee may rely for the purpose of denial of such a right or remedy to Grantor.
- 26.8 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the State of Illinois. Any claim against Grantor arising out of this Agreement must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1 *et seq.* Grantor does not waive sovereign immunity by entering into this Agreement.
- 26.9 Compliance with Law. This Agreement and Grantee's obligations and services hereunder are hereby made and must be performed in compliance with all applicable Federal and State laws, including, without limitation, Federal regulations, State administrative rules, including 44 Ill. Admin. Code 7000, and any and all license requirements or professional certification provisions.
- 26.10 Compliance with Confidentiality Laws. If applicable, Grantee shall comply with applicable State and Federal statutes, Federal regulations and Grantor administrative rules regarding confidential records or other information obtained by Grantee concerning persons served under this Agreement. The records and information shall be protected by Grantee from unauthorized disclosure.
- 26.11 Compliance with Freedom of Information Act. Upon request, Grantee shall make available to Grantor all documents in its possession that Grantor deems necessary to comply with requests made under the Freedom of Information Act. (5 ILCS 140/7(2)).
- 26.12 Precedence. In the event there is a conflict between this Agreement and any of the exhibits or attachments hereto, this Agreement shall control. In the event there is a conflict between **PART ONE** and **PART TWO** or **PART THREE** of this Agreement, **PART ONE** shall control. In the event there is a conflict between **PART TWO** and **PART THREE** of this Agreement, **PART TWO** shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.
- 26.13 Illinois Grant Funds Recovery Act. In the event of a conflict between the Illinois Grant Funds Recovery Act and the Grant Accountability and Transparency Act, the provisions of the Grant Accountability and Transparency Act shall control. 30 ILCS 708/80.
- 26.14 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.
- 26.15 Entire Agreement. Grantee and Grantor acknowledge that this Agreement constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Grantee or Grantor.

26.16 Attorney Fees and Costs. If Grantor prevails in any proceeding to enforce the terms of this Agreement, including any administrative hearing pursuant to the Grant Funds Recovery Act or the Grant Accountability and Transparency Act, the Grantor has the right to recover reasonable attorneys' fees, costs and expenses associated with such proceedings.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT A

PROJECT DESCRIPTION

THE DEBRAZZA'S PLAZA

The purpose of this Agreement is to set forth the terms and conditions, in consideration for and by which IDNR promises to pay to the Grantee the fund assistance amount specified on the first page of this agreement, as part of the Public Museum Capital Grants Program (PMC).

This grant is funded through the Public Museum Capital Grants Program (PMC). It is funded up to 100% through the Public Museum Capital Grants Program.

The DeBrazza's Plaza project consists of a new DeBrazza's Monkey exhibit, renovations to the zoo's entrance building including a concession stand and expanded gift shop, and construction of an additional parking lot.

EXHIBIT B

DELIVERABLES OR MILESTONES

This grant is funded through the Public Museum Capital Grant Program (PMC). It is at the following levels: 33%; 50%; or 100% through (PMC). This grant project is funded at 100% up to the maximum grant amount.

The Implementation and Billing Requirement Packet is incorporated into this Exhibit B1 as a separate attachment (labeled Exhibit B1).

Project billings shall be submitted to at project completion unless otherwise approved by IDNR.

Deliverables/Milestones will be the completed project components as presented in the original application (attachment labeled Exhibit B2*) or an approved project scope change. They will be reported as directed in the Implementation and Billing Packet (Exhibit B1).

If the Grantee is acting as the Fiscal Agent for a Public Museum and is a county or municipality, the following applies: If the Grantee receives \$500,000 or more in grant funds, the Grantee shall provide the IDNR with an agency-wide financial and compliance audit for each year that grant expenditures are made. This audit should be conducted as part of the Grantee's annual audit, as is generally required by: 1) State law (i.e., 55 ILCS 5/6-31001 *et seq.* and 65 ILCS 5/8-8-1 *et seq.*); 2) OMB Circular A-133; or, 3) the Grantee's own governing body. **This is a completely separate audit requirement than detailed in Implementation and Billing packet.**

The Grantee is required to file quarterly status reports on the grant project describing the progress of the program, project, or use and expenditure of the grant funds related thereto, if the grant amount is over \$25,000.00 (30 ILCS 705/4(b)(2)). The grantee must submit status reports on the first day of the next existing quarterly schedule (Jan, April, July & Oct) beginning with the quarter immediately following the project effective date.

*Exhibit B2 also includes the approved project budget

EXHIBIT C

PAYMENT

Grantee shall receive up to \$700,000.00 under this Agreement.

Enter specific terms of payment here:

1. This grant is funded through the Public Museum Capital Grants Program (PMC). It is funded up to 100% through PMC with any remaining funds to be covered by the Grantee. A project shall be deemed completed for grant payment when the Grantee submits a development project billing form seeking grant reimbursement which is approved for payment by the Department. Failure by the Grantee to submit required billing forms and substantiating documentation within a one (1) year period following the project expiration date will result in the Grantee forfeiting all project reimbursements and relieves the IDNR from further payment obligations on the grant. Any grant funds remaining after final reimbursement to the Grantee may be reprogrammed at the discretion of the IDNR.
2. Project costs eligible for assistance shall be determined upon the basis of criteria set forth for the Public Museum Capital Grants program, as set out in 23 Ill. Adm. Code 3200.5 *et seq.* It is the intent of the State that all or a portion of the costs of this project will be paid or reimbursed from the proceeds of tax-exempt bonds issued by the State.
3. Payment to the Grantee will be made as a reimbursement for eligible expenses following submission to the IDNR of a certified billing request listing all funds expended, and including any other documentation required by the administrative rules (*see* 23 Ill. Adm. Code 3200.80).
4. In order to induce IDNR to pay the aforesaid funds, the Grantee promises to complete the project as described in this Agreement, to operate and maintain the project site in accordance with the terms of this Agreement, and to pay any and all costs associated with the project in excess of the specified State obligation for grant funding assistance.
5. Billing requests are eligible for grant reimbursement at the 50% and 100% project completion levels. Only costs incurred during the specified project period dates indicated on this Agreement and necessary to complete the approved project components are eligible for grant reimbursement.
6. Except for reimbursement grants where this does not apply, all funds advanced to the Grantee that remain at the end of the grant agreement or at the expiration of the expenditure or obligation period stipulated in the grant agreement, shall be returned to the State within 45 days (30 ILCS 705/4(b)(5)).
7. Bid Specifications must include the requirement that contractors and subcontractors pay state prevailing wages. For the specific requirements, review the Prevailing Wage Act (820 ILCS 130/0.01 *et seq.*).
8. All requirements of the Implementation and Billing Packet (Exhibit B1) must be followed.
9. Request for reimbursement must be submitted to the IDNR grant administrator as soon as possible after the completion of the project, or ending date as indicated in the Project Agreement.

EXHIBIT D

CONTACT INFORMATION

CONTACT FOR NOTIFICATION:

Unless specified elsewhere, all notices required or desired to be sent by either Party shall be sent to the persons listed below.

GRANTOR CONTACT

Name: Drew Jenkins
Title: Conservation Grant Administrator I
Address: One Natural Resources Way, Springfield, IL 62702-1271
Phone: (217) 782-4426
TTY#: _____
Fax#: _____
E-mail Address: andrew.jenkins1@illinois.gov

GRANTEE CONTACT

Name: Jay Tetzloff
Title: Zoo Director
Address: 1020 South Morris Avenue, Bloomington, IL 61701-6307
Phone: (309) 434-2250
TTY#: _____
Fax#: (309) 434-2823
E-mail Address: jtetzloff@cityblm.org

Additional Information:

Name: _____
Title: _____
Address: _____
Phone: _____
TTY#: _____
Fax#: _____
E-mail Address: _____

EXHIBIT E

PERFORMANCE MEASURES

Following all methods and standards as required by state and federal laws and regulations, this project will make recreation available to members of the general public by accomplishing the following items:

Providing community members with a renovated entrance building including a concession stand and expanded gift shop, a new monkey exhibit, and a new additional parking lot that can be utilized by members of the general public for outdoor recreational use.

EXHIBIT F

PERFORMANCE STANDARDS

Completion of this project will allow citizens of McLean County and others from the general population recreational opportunities by providing a new monkey exhibit, renovated entrance building, and additional parking.

Timely completion of this project will satisfy the requirements of the IDNR.

EXHIBIT G

SPECIFIC CONDITIONS

ANY CONDITIONS FROM Internal Control Questionnaire (ICQ) OR Programmatic Risk Assessment (PRA) MUST BE LISTED HERE.

ICQ Section: 03-Financial and Regulatory Reporting (2 CFR 200.327)

Conditions: Requires more detailed reporting;

Risk Explanation: Medium to high risk increases the likelihood that grant revenues and expenditures will be inaccurate that could result in misreporting, and an abusive environment.

How to Fix: Implementation of new or enhanced system, mitigating controls or a combination of both.

Timeframe: One year.

ICQ Section: 06-Audit (2 CFR 200.500)

Conditions: Based on the nature of the findings (GAS related or programmatic) requires either an on-site review OR AUP all 4 of the applicable areas, technical assistance/training;

Risk Explanation: Medium to high risk will result in repeated audit findings, potential questioned cost and increase of administrative and programmatic specific conditions that will increase the cost or managing the grant program.

How to Fix: Completion of corrective action plan implementation.

Timeframe: When corrective action is complete.

ICQ Section: 09-Procurement Standards (2 CFR 200.317 - 326)

Conditions: Requires additional prior approvals;

Risk Explanation: Medium to high risk increases the likelihood of non-compliance resulting in audit findings, questioned cost and fraud, waste and abuse.

How to Fix: Implementation of corrective action including new or enhanced controls over procurements of activities.

Timeframe: One year from the implementation of corrective action.

ICQ Section: 11-Fraud, Waste and Abuse

Conditions: Requires technical assistance including required training;

Risk Explanation: Medium to high risk increases the likelihood of fraud, waste and abuse occurring and not being identified in the normal course of employees duties, also decreases the likelihood of employees or clients not reporting fraud, waste and abuse.

How to Fix: Corrective action including implementing a fraud awareness program including information on how to report fraud, waste and abuse without fear of retaliation.

Timeframe: One year after implementation of corrective action.

PART TWO – THE GRANTOR-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE**, the Grantor has the following additional requirements for its Grantee:

[Here is where the Grantor lists its specific requirements. Numbering should continue from **PART ONE**, so the first Article of PART TWO should be Article 27 and the first paragraph should be 27.1.]

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 13.3(a), 14.1, 14.3, 15.2 19.1 and 24.1 for information that may be required in this **PART TWO**.]

- 27.1 The Cash Management requirements and Interest requirements listed in Paragraphs 4.3 and 4.6 of PART ONE respectively do not apply as there are no federal funds as part of this agreement and the Grantee, and it is paid as reimbursement of prior project expenditures.
- 27.2 Grantee is solely responsible for the design and implementation of the project described in its Project Application, the terms and conditions of which are hereby incorporated by reference and made a part of this Agreement. Failure by the Grantee to comply with any of the Agreement terms or the terms of the Project Application shall be cause for the suspension of all grant assistance obligations thereunder, and may result in debarment for two grant cycles.
- 27.3 The Grantee agrees to implement and complete the approved project pursuant to the time schedule and plans set forth in the Project Application. Failure to render satisfactory progress or to complete the approved project to the satisfaction of the IDNR per the terms of this Agreement is cause for suspension and/or termination of all obligations of the Department under this Agreement.
- 27.4 Environmental and Cultural Resource Compliance: Approved grant project construction shall not commence and no payment shall be made under this grant until the Grantee, as set forth under the IDNR's Comprehensive Environmental Review Process (CERP), has initiated and completed all necessary project review and consultation with the Department as required by section 11 of the Endangered Species Protection Act, 520 ILCS 10/11; section 17 of the Illinois Natural Areas Preservation Act, 525 ILCS 30/17; the mitigation or compensation determinations required by the Interagency Wetland Policy Act, 20 ILCS 830/1 et seq.; and the environmental and economic impact determination required by the Historic Preservation Act, 20 ILCS 3420/4.
- 27.5 The Department requires that all projects be completed by the date specified in the Project Agreement. The Grantee should ensure that all bidders are aware of the expected completion date by specifying the expected project construction start date and completion date in the bid specifications package. Extensions to the ending date will not be allowed unless the Grantee can prove to the Department that a delay in project execution was beyond the Grantee's control.
- 27.6 Conditions may arise after work has begun that are beyond the control of the Grantee and contractor which necessitate a change in specification and/or price. To maintain grant eligibility, such changes must be done by formal change orders.

If the change order involves i) the total deletion of an identified project component, ii) the addition of a new component for which reimbursement will be sought or iii) exceeds \$10,000 in value as an addition or subtraction, the Grantee must receive prior written IDNR approval. Failure to obtain prior approval will result in the amount of the change order being disallowed (pursuant to 720 ILCS §5/33E-9).

For change orders in excess of \$10,000, written assurance must be provided to the IDNR by the Grantee that i) the circumstances said to necessitate the change in performance were not reasonably foreseeable at the time the contract was signed, or ii) the change is germane to

- the original contract as signed, or iii) the change order is in the best interest of the unit of State or local government and authorized by law.
- 27.7 All documentation in exhibit B1 is required for project billing requests.
- 27.8 The Grantee shall maintain, for a minimum of 3 years following project completion, satisfactory financial accounts, documents, and records associated with the project and the disbursement of grant funds pursuant to this Agreement, and shall make them available to the IDNR and the State of Illinois, Auditor General or Attorney General, for auditing at reasonable times. Failure by the Grantee to maintain such accounts, documents, and records as required herein shall establish a presumption in favor of the State of Illinois for recovery of any funds paid by the State per this Agreement for which adequate records are not available to support their purported disbursement.
- 27.9 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required to complete the project. Failure to obtain any required permit or approval may jeopardize PMC grant reimbursement and/or cause debarment.
- 27.10 The Grantee shall be responsible for timely action in resolving any audit findings or questioned project costs. In the event that questioned costs are ultimately deemed disallowed as determined by the IDNR or its representative, the Grantee shall be responsible for repayment of such costs.
- 27.11 This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.
- 27.12 This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 *et seq.*).

PART THREE – THE PROJECT-SPECIFIC TERMS

In addition to the uniform requirements in **PART ONE** and the Grantor-Specific Terms in **PART TWO**, the Grantor has the following additional requirements for this Project:

[Here is where the Grantor lists the specific requirements for this Project, including identification of all applicable state and federal rules. Numbering should continue from **PART TWO**.]

[See Paragraphs 4.3, 4.6, 4.7, 5.1, 7.8, 12.4, 14.1, 14.3, 15.2, 19.1 and 24.1 for information that may be required in this **PART THREE**.]

28.1 The purpose of this Agreement is to enable IDNR to provide financial assistance to the Grantee to develop museum quality recreational facilities that are open and accessible to the public in Illinois.

28.2 Project Signage and Publicity: The Grantee agrees to provide acknowledgment of the role of the Public Museum Capital Grants Program in the project. This can be done by signage in an appropriate location or with IDNR approval by written acknowledgment in a public document produced by the Grantee. The acknowledgment shall incorporate the following language:

"PUBLIC MUSEUM CAPITAL GRANTS PROGRAM"
ILLINOIS DEPARTMENT OF NATURAL RESOURCES, ILLINOIS STATE MUSEUM

28.3 50% of the labor hours on the project must be performed by actual residents of the State of Illinois (20 ILCS 805/805-350).

28.4 If the Grantee is acting as the Fiscal Agent for a Public Museum and is a county or municipality, the following applies: If the Grantee receives \$500,000 or more in grant funds, the Grantee shall provide the IDNR with an agency-wide financial and compliance audit for each year that grant expenditures are made. This audit should be conducted as part of the Grantee's annual audit, as is generally required by: 1) State law (i.e., 55 ILCS 5/6-31001 et seq. and 65 ILCS 5/8-8-1 et seq.); 2) OMB Circular A-133; or, 3) the Grantee's own governing body. This is a completely separate audit requirement than detailed in Implementation and Billing packet.

28.5 In connection with project construction, and the subsequent operation and maintenance of the facilities, the Grantee agrees that it shall be responsible for and obtain all necessary permits, licenses or forms of consent, as may be required to complete the project. **Failure to obtain any required permit or approval may jeopardize PMC grant reimbursement and/or cause debarment.**

28.6 The IDNR and the Grantee agree to perform this Agreement in accordance with the Public Museum Capital Grants Program, as amended (20 ILCS 801/1-25(7)); with the rules promulgated pursuant to that Act (23 IL Adm. Code 3200.5 et seq.); and, with the terms, promises, conditions, plans, specifications, maps, and assurances contained in the approved Project Application, each of which is hereby incorporated by reference and made a part of this Agreement.

28.7 Grantee will complete project construction in accordance with all laws of the State of Illinois governing purchases and procurement by the local Grantee.

28.8 This Agreement, including the project application by reference, any attachments, and the General Provisions and Certifications attached hereto, constitutes the entirety of the grant agreement between the Grantee and IDNR and supersedes all other agreements, whether written or oral, and may not be amended or modified except by a written instrument executed by both parties.

28.9 This Agreement shall be governed by and construed only in accordance with the laws of the State of Illinois. Any liability of IDNR under this Agreement shall be limited to the amount of the grant. Any dispute relating to this Agreement shall be adjudicated in the Illinois Court of Claims and shall be governed by the Court of Claims Act (705 ILCS 505/1 et seq.).

- 28.10 All facilities constructed with state PMC assistance must be designed and developed to fully accommodate accessibility standards as per the Illinois Accessibility Code Standards and the Americans with Disabilities Act (ADA) (42 U.S.C. 12101 *et seq.*) and the regulations thereunder (28 CFR 35.130).
- 28.11 All intellectual property ("IP") rights (including copyright, patent, and any other rights) in materials arising out of or resulting from Grantee's use of the grant funds or any earning thereon (the "Public Materials"), including by way of example but not as limitation, any posters and promotional materials, photographs, maps, drawings, charts, reports, brochures, blueprints, website pages, and source code, shall be owned by Grantee unless Grantee materially breaches the terms of this Agreement.
- 28.12 To ensure that the Public Materials are widely and generally available to the public who has paid for their production, Grantee hereby grants to IDNR a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide, sub-licensable license to use, copy, or publish the Public Materials by any means or media in connection with any activity of IDNR.
- 28.13 Grantee shall provide to all employees and agents of Grantee who might otherwise be entitled to claim any authorship or ownership or IP interest in such Public Materials (including but not limited to architects, photographers, graphic designers, web designers, sculptors, and contractors) a copy of this clause and shall obtain such employees' and agents' acknowledgment and agreement (1) that any employee or non-employee's contributions to any such Public Materials shall be considered Grantee property and/or works for hire, and (2) that to the extent that the Public Materials are not so considered, that all such contributors assign their rights therein, whether under patent, copyright, trade secret, or trademark law, and including moral rights, in perpetuity or for the longest period otherwise permitted by law, to Grantee such that Grantee can effectively grant the above-described license. Grantee shall allow IDNR full access to the project site and materials, both during the grant term and after completion, for documentation, inspection, publicity, photography, promotion, or similar purposes.



CONSENT AGENDA ITEM NO. 7W

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works, Facilities Management, and Parks, Recreation, and Cultural Arts

SUBJECT: Consideration of a Resolution designating select firms, through the Multi-Year Professional Architectural and Engineering Services Request for Qualifications (RFQ #2019-34), that are the most qualified to perform General Architectural and Engineering Services for a three-year period (with the option to requalify the firms for two additional, one-year periods), as requested by the Public Works, Facilities Management, and Parks, Recreation, and Cultural Arts Departments.

RECOMMENDATION/MOTION: The Resolution be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: Public Works, Facilities Management, and Parks, Recreation and Cultural Arts are recommending the approval of a Resolution designating select firms, through the Multi-Year Professional Architectural and Engineering Services request for qualifications (#2019-34), that are the most qualified to perform general architectural and engineering services for a three-year period, with the option to requalify the firms for two additional, one-year periods.

Prior to 2016, the City of Bloomington selected professional firms to provide architectural, engineering, and land surveying services on an individual project basis. Most of these selections were performed using a Professional Services Quality-Based Selection Process. This process involves: (1) Sending out Request for Qualifications (RFQ), (2) Reviewing the submitted Statement of Qualifications based on the criteria outlined in the RFQ and narrowing the list to a few consultants, (3) Interviewing these consultants, and (4) Selecting the top consultants. To minimize individual bias, the process is performed by a committee of at least four individuals associated with the project, typically City staff. The process is time-consuming and expends considerable resources, especially when done on a project-by-project basis.

In order to increase staff efficiency, reduce limited resource expenditures, and expedite the backlog of infrastructure maintenance and repair projects, the process was modified in 2016 with the City's first ever issuance of a multi-year general architectural and engineering RFQ.

The purpose of the 2016 and current 2019 RFQ is to provide a list of professional firms that can be readily utilized for various projects throughout the City. Multiple firms were selected for each of the following categories: (a) Architectural, (b) Structural Engineering, (c) Potable Water Supply, Treatment, and Mechanical Maintenance, (d) Utility Infrastructure, (e)

Transportation, (f) Land Surveying, (g) Asset Management, and (h) Environmental. The categories were determined based on the past projects within City departments that often use consultants. The selected consultants can be utilized in any department, but most utilization will be from the Public Works, Facilities Management, and Parks, Recreation and Cultural Arts departments.

Since the consultants have already been selected through the City's quality-based selection process, when a specific project arises under one of these categories, staff will determine the most qualified firm for the specific project and then attempt to negotiate favorable contractual terms with the most qualified firm. If the contractual terms or price cannot be agreed upon, staff will then start negotiating with the firm deemed to be the second most qualified for the project. Once staff has a recommended contract, the formal approval will go through the City's standard procurement process. Utilizing this system, City staff estimates that using designated firms within these categories will result in projects being started three to four months quicker than if a separate quality-based selection process was utilized for each project. In addition to the aforementioned benefits, this RFQ may reduce strain on City budgets by maximizing our ability to seek grants for projects.

Staff expects that individual specific RFQs will be issued for projects that are complex, unique, or include specific grant or funding requirements. Therefore, selection for most, but not all projects will fall under this Multi-Year Professional Architectural and Engineering Services RFQ.

As indicated, all of the firms were selected using the City's quality-based selection process. The City's procurement agent was involved in this entire process to ensure that the procedure was performed in accordance with applicable standards. A list of the engineering firms that submitted Statements of Qualifications is attached. The selected architectural and engineering firms and the professional services category for which they were selected is also attached. Note that the City's Local Preference Ordinance is not applicable to this process, as the legal and federal requirements require strict adherence to selection of such professionals based on qualifications.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on February 25, 2019 and March 22, 2019.

FINANCIAL IMPACT: Adoption of this resolution has no immediate financial impact. Contracts for projects initiated from this RFQ will be implemented in accordance with the City's procurement policy.

COMMUNITY DEVELOPMENT IMPACT: HL-2. Ensure maximum usage of the City's parks and recreational facilities and associated resources, HL-2.1 Ensure easy access and availability of park facilities for residents as well as community groups; UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents, UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment; CF-1. Continue to provide quality public facilities and services, CF-1.1 Provide adequate City services for current and new annexations.

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

Respectfully submitted for Council consideration.

Prepared By: Robert Yehl, P.E., Asst. Public Works Director

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

Finance & Budgetary Review By: Chris Tomerlin, Budget Manager

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- PW 1B RESOLUTION PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES
- PW 1C EXHIBIT A PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES
- PW 1D RFQ SUBMITTAL LIST PROFESSIONAL ARCHITECTURAL ENGINEERING SERVICES
- PW 1E SELECTED FIRMS PROFESSIONAL ARCHITECTURE ENGINEERING SERVICES
- PW 1F CATEGORIES PROFESSIONAL ARCHITECTURE ENGINEERING SERVICES

RESOLUTION NO. 2019 - __

A RESOLUTION ESTABLISHING THE FIRMS IN GENERAL ARCHITECTURAL AND ENGINEERING THAT ARE DEEMED TO BE THE MOST QUALIFIED TO PROVIDE SERVICES TO THE CITY FOR A THREE-YEAR PERIOD, WITH THE OPTION FOR REQUALIFICATION FOR TWO ADDITIONAL ONE-YEAR PERIODS

WHEREAS, the City of Bloomington, Illinois ("City") is a home-rule municipality operating and existing under the laws of Illinois and its home-rule authority and enacts this Resolution under said authority; and

WHEREAS, properly maintained public streets, sidewalks, sewers, water mains, buildings, parks, equipment, facilities and other infrastructure are vital to the public health, public safety, and economic vitality of the community; and

WHEREAS, the City Council has adopted the City of Bloomington Streets, Sidewalks, Sewers, Lighting, Bicycle, Parks, Miller Park Zoo and Facilities Master Plans; and

WHEREAS, the maintenance, repair, and construction of projects identified in these master plans, as included in the capital plan, and as arise from time to time often require professional architectural and engineering services; and

WHEREAS, the City issued a request for qualifications for the professional architectural and engineering services and have evaluated the firms deemed to be the most qualified to provide said services to the City; and

WHEREAS, the City Council finds it to be in the best interest of the City to designate and select firms that are the most qualified to perform professional architectural and engineering services to the City; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Bloomington, Illinois:

SECTION 1. The recitals set forth above are incorporated in this Section 1 as if fully stated herein.

SECTION 2. The City Council hereby determines that the firms, as outlined in Exhibit A, are deemed to be the most qualified to provide services in the stated fields of general architecture, engineering, and land surveying services to the City and hereby selected accordingly.

SECTION 3. The firms outlined in Exhibit A shall be and are deemed the most qualified to provide the respective and identified professional services to the City. Except where individual specific RFQs are be issued for projects that are complex, unique, or include specific grant or funding requirements, for any other given project where the City needs to utilize an outside professional with architectural, engineering and/or land surveying fields, it shall utilize the list attached as Exhibit A and within said fields review the submittal information from each qualified firm to determine the most qualified for the specific project

to be undertaken. City staff shall then negotiate with the firm it deems as most qualified for the specific project and if an agreement is reached on contractual terms and price, the proposed firm contract shall be recommended for selection and approval. If an agreement cannot be reached as to contractual terms and price with the firm selected as the most qualified, it shall then begin negotiating with the next selected firm and this process shall continue until an agreement can be reached

SECTION 4. The determination of qualifications set forth herein shall be valid for three-years, although upon re-submission of qualifications, City staff may extend the qualifications of any of the firms listed in Exhibit A for two additional one-year periods. City's procurement manager shall send a re-submission certification letter to the firms forty-five (45) days prior to expiration of the three-year initial period. Re-qualification and extension of either period shall be demonstrated by written correspondence to the firm from the City's procurement manager.

SECTION 5. In the event that any section, clause, provision, or part of this Resolution 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 6. This Resolution shall be effective immediately.

PASSED this 22nd day of April 2019.

APPROVED this ____ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

EXHIBIT A

**MULTI YEAR PROFESSIONAL ARCHITECTUAL and
ENGINEERING SERVICES (RFQ 2019-34)
SELECTED COMPANIES**

No.	Company	A: Architectural	B: Structural	C: Potable Water	D: Utility	E: Transportation	F: Land Survey	G: Asset Management	H: Environmental
1	AECOM			X					
2	Andrews Engineering								
3	Archimages								
4	ATSE Consultants								
5	Bailey Edward Design	X							
6	Baxter Woodman			X	X				
7	BKV Group	X							
8	Burns McDonnell								
9	CDM Smith			X	X				
10	Civil Design Inc							X	
11	Clark Dietz					X			
12	Cloudpoint Geographics							X	
13	Donohue			X	X				
14	Eckenhoff Saunders								
15	Farnsworth Group	X	X	X	X	X	X	X	
16	Fehr Graham		X		X				X
17	Hanson		X			X			X
18	Henneman Engineering								
19	Hermann Associates								
20	Hutchison Engineering					X			
21	Kaskaskia Engineering Group								X
22	Kluber	X							
23	Knight E/A		X			X			
24	Legat Architects	X							
25	Lewis Yockey Brown						X		
26	Manhard Consulting						X		
27	Maurer Stutz			X	X				
28	Midwest Engineering					X	X		
29	RJN Group				X			X	
30	Scharnett								
31	Shive Hattery	X	X				X		
32	Stanley Consultants		X	X	X	X			
33	Tria Architecture								
34	Walker Consultants		X						
35	WHKS				X				
36	Williams Architects								
37	Woodard & Curran			X					

**MULTI YEAR PROFESSIONAL ARCHITECTUAL and
ENGINEERING SERVICES (RFQ 2019-34)
SUBMITTAL LIST**

<u>No.</u>	<u>Company</u>	<u>Requested Categories</u>
1	AECOM	C
2	Andrews Engineering	E, H
3	Archimages	A
4	ATSE Consultants	B
5	Bailey Edward Design	A
6	Baxter Woodman	C, D
7	BKV Group	A
8	Burns McDonnell	C, D
9	CDM Smith	C, D
10	Civil Design Inc	B, D, E, F, G
11	Clark Dietz	A, B, C, D, E, F, H
12	Cloudpoint Geographics	G
13	Donohue	C, D
14	Eckenhoff Saunders	A
15	Farnsworth Group	A, B, C, D, E, F, G
16	Fehr Graham	B, D, H
17	Hanson	B, E, H
18	Henneman Engineering	B
19	Hermann Associates	E
20	Hutchison Engineering	E
21	Kaskaskia Engineering Group	B, E, H
22	Kluber	A
23	Knight E/A	A, B, E
24	Legat Architects	A
25	Lewis Yockey Brown	D, E, F
26	Manhard Consulting	D, E, F, H
27	Maurer Stutz	B, C, D, E, F
28	Midwest Engineering	B, C, D, E, F
29	RJN Group	D, G
30	Scharnett	A
31	Shive Hattery	A, B, F
32	Stanley Consultants	B, C, D, E
33	Tria Architecture	A
34	Walker Consultants	B
35	WHKS	B, C, D, E
36	Williams Architects	A
37	Woodard & Curran	C, D

**MULTI YEAR PROFESSIONAL ARCHITECTUAL and
ENGINEERING SERVICES (RFQ 2019-34)
SELECTED COMPANIES**

No.	Company	A: Architectural	B: Structural	C: Potable Water	D: Utility	E: Transportation	F: Land Survey	G: Asset Management	H: Environmental
1	AECOM			X					
2	Andrews Engineering								
3	Archimages								
4	ATSE Consultants								
5	Bailey Edward Design	X							
6	Baxter Woodman			X	X				
7	BKV Group	X							
8	Burns McDonnell								
9	CDM Smith			X	X				
10	Civil Design Inc							X	
11	Clark Dietz					X			
12	Cloudpoint Geographics							X	
13	Donohue			X	X				
14	Eckenhoff Saunders								
15	Farnsworth Group	X	X	X	X	X	X	X	
16	Fehr Graham		X		X				X
17	Hanson		X			X			X
18	Henneman Engineering								
19	Hermann Associates								
20	Hutchison Engineering					X			
21	Kaskaskia Engineering Group								X
22	Kluber	X							
23	Knight E/A		X			X			
24	Legat Architects	X							
25	Lewis Yockey Brown						X		
26	Manhard Consulting						X		
27	Maurer Stutz			X	X				
28	Midwest Engineering					X	X		
29	RJN Group				X			X	
30	Scharnett								
31	Shive Hattery	X	X				X		
32	Stanley Consultants		X	X	X	X			
33	Tria Architecture								
34	Walker Consultants		X						
35	WHKS				X				
36	Williams Architects								
37	Woodard & Curran			X					

CATEGORIES & SPECIFIC WORK TYPE
MULTI YEAR PROFESSIONAL ARCHITECTURAL and ENGINEERING SERVICES
RFQ #2019-34

- A. Architectural
 - 1. Space needs analysis and utilization study
 - 2. Office space layout and design
 - 3. Building demolition design and coordination
 - 4. Building renovation and improvement design
 - 5. Building HVAC evaluation and design
 - 6. Building Electrical evaluation and design
 - 7. Building Plumbing evaluation and design
- B. Structural Engineering
 - 1. Buildings and related components
 - 2. Parking Garage Design, Repair and Restoration
 - 3. Bridges and related components
 - 4. Retaining walls, towers and other miscellaneous structures
- C. Potable Water Supply, Treatment, and Mechanical Maintenance
 - 1. Water Treatment Technologies and Regulatory Compliance
 - 2. Drinking Water Treatment Process, Piping, and Valves
 - 3. System Modeling & Hydraulic Analysis
 - 4. Chemical Storage and Feed Systems
 - 5. Process Instrumentation & Control Systems
 - 6. Electrical Power Systems
 - 7. Pumps, Motors, and Controls
 - 8. Water Analysis and Laboratory Facilities
- D. Utility Infrastructure
 - 1. Water Distribution and Transmission
 - 2. Storm Sewers and Storm Water drainage
 - 3. Sanitary Sewers
- E. Transportation
 - 1. Streets, sidewalks, and trails
 - a) Planning
 - b) Design
 - c) Construction
 - 2. Traffic
 - a) Counts
 - b) Analysis
 - c) Intersection Design Studies
 - d) Signal Design
 - e) Pavement Markings
- F. Land Survey
 - 1. Topographic surveys
 - 2. Right-of-way acquisition and construction easement surveys
 - 3. Preparation of plats and legal descriptions

4. Locate and / or establish property boundaries
5. Right-of-way and easement staking

G. Asset Management

1. Data Collection
2. Data Analysis and Management Tools
3. Data Management and Manipulation

H. Environmental

1. Environmental, Biological, Cultural Permits
2. Environmental Site Assessments
3. Permit Acquisition Assistance; IEPA, IDNR, COE, etc.

Note: Additional services related to all above categories (Not an exclusive Category)

1. Preparation of plans and specifications
2. Preparation of contract and bidding documents
3. Preparation of Construction Cost Estimate
4. Preparation of Estimate of Time
5. Coordination and attendance of Public Meetings
6. Preparation of record drawings
7. Construction observation services
8. Permit preparation and acquisitions



CONSENT AGENDA ITEM NO. 7X

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution Waiving the Technical Bidding Requirements and approving a Contract with Hanson Professional Services, Inc. for Dam Safety Compliance Design at Lake Bloomington (RFQ 2016-04), in the amount not to exceed \$508,800, as requested by the Public Works Department.

RECOMMENDATION/MOTION: The Resolution Waiving the Technical Bidding Requirements and Approving an Agreement with Hanson Professional Services be approved, the Mayor and Interim City Clerk be authorized to execute the Resolution, and the City Manager and Interim City Clerk be authorized to execute the Agreement.

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

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

BACKGROUND: Public Works is recommending the approval of a Resolution waiving the technical bidding requirements and approving a contract with Hanson Professional Services, Inc., for continuation of dam safety compliance design at Lake Bloomington. The contract is not to exceed \$508,800. This project is a continuation of ongoing work to improve the long-term sustainability of the Lake Bloomington dam. The project includes engineering assessment and design of improvements needed to maintain progress on bringing the dam into compliance with current acceptable guidelines.

This project continues efforts to improve the condition of City dams at Lake Bloomington and Evergreen Lake beginning with the January 13, 2014 Council action approving a contract with Hanson to perform updates to the Emergency Action Plan (EAP) and Operation and Maintenance (O&M) Plan for both lakes. The Illinois Department of Natural Resources (IDNR) Office of Dam Safety directed dam owners to review their plans. At that time, the City determined that updates were needed. As part of developing the O&M Plan, Hanson identified several repair/maintenance items needed to restore a baseline condition of the dams. Hanson completed the EAP and O&M Plans and developed construction plans for repair/maintenance work.

A repair project was bid in fall 2017, but only one bid was received. The bid was over budget, so the repair project was rebid and awarded at the Council meeting on April 9, 2018. That repair work included paved drainage ditch repair, erosion repair, stilling basin sump pit installation, emergency spillway fuse plug repair, concrete panel joint cleaning and sealing, and concrete spall repair. Tree and stump removal work was also part of the bid, but it was not awarded to allow City water maintenance staff to perform the bulk of the tree removal. Another item to seal and abandon the originally installed, non-functional Lake Bloomington

drawdown pipe was also not awarded, because no contractor offered a bid to perform the work requiring underwater placement of concrete around the old valve.

In the continued and ongoing process to achieve long-term sustainability of the dam, the City is requesting approval for Hanson to perform a detailed assessment of the area just downstream of the Lake Bloomington dam embankment, which will also incorporate the work that was not completed in the repair project outlined above. In addition, as a result of a recommendation from IDNR Office of Dam Safety, monitoring for seepage/leaking through the dam will be evaluated in lieu of abandoning the lake drawdown pipe that was unable to be completed by the bidders on the previous repair project.

Lake Bloomington water treatment plant operations of decades past utilized the area downstream of the earth embankment dam to dispose of lime sludge created as a by-product of the water treatment process. The City discontinued that disposal method in the 1970's when sludge lagoons were constructed about one-half mile west of Lake Bloomington. The disposal of this sludge material and later disposal of clean construction fill, neither of which currently occurs, raised the ground level over the bottom of the dam at the toe of the original downstream slope. This condition does not pose any immediate threat to the integrity and/or stability of the earth embankment dam or any structure associated with the dam and the City is not under any order from a regulatory agency to address the situation at this time. However, this fill negatively impacts drainage away from the dam and seepage/leak detection through and under the dam, which can lead to future problems related to dam integrity if those soils are not removed to restore the original configuration of the dam.

Hanson will first need to perform an extensive evaluation of the existing conditions. This evaluation will include soil borings and analysis as well as soil water pressure testing and evaluation performed over several months. The design process will include extensive permitting from state and federal agencies, including the U.S. Army Corp of Engineers, because the area downstream of the dam has been designated as a wetland in the National Wetlands Inventory. This requires Hanson to negotiate and gain approval for a plan to mitigate removal of part of the wetland in order to remove soil and install seepage monitoring equipment. As part of the wetland mitigation process, Hanson will assess City-owned sites around Lake Bloomington to determine if new wetland construction is a viable method to mitigate the wetland below the dam.

Through Resolution 16-10, the City Council approved a list of pre-qualified vendors for engineering, architectural and land surveying services. Resolution 16-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the four firms under the Environmental category of service in the recommended list and determined Hanson Professional Services, Inc. to be the most qualified firm to do prior similar work as this project. As described above, Hanson has a high level of familiarity with the project site and has successfully performed engineering design work for previous projects at the lakes including design for raising the elevation of the Evergreen Lake dam, spillway, and emergency spillway (fuse plug); preparation of EAP and O&M Plans for both Evergreen Lake and Lake Bloomington dams; and plan preparation for other various maintenance items at both dams. In addition, Staff concludes this contract is a continuation of design work performed by Hanson at this location. City staff is requesting a bid waiver resolution due to Hanson's familiarity with the work and since this procurement falls between the expiration of the existing pre-qualified vendors list and the approval of the

new list. It should be noted that Hanson is recommended on both lists for the type of work at issue.

Hanson has proposed a total design fee not to exceed of \$508,800 for the soils analysis and assessment, design and construction plan preparation for dam safety compliance improvements including slope extension, leakage monitoring, wetland mitigation, permitting, and bid assistance for the Dam Safety Compliance Design at Lake Bloomington. If new wetland construction is determined to be a viable mitigation option, then additional Hanson scope will need to be considered for final design plans and permitting.

The Water Division intends that this engineering work will progress during the calendar year 2019 and possibly into 2020 depending on permitting agency schedules. Construction scheduling will be determined as engineering and permitting progress allows.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: McLean County Building and Zoning, Illinois DNR Office of Water Resources, Illinois DNR Office of Dam Safety, U.S. Army Corp of Engineers, and U.S. Fish and Wildlife Service.

FINANCIAL IMPACT: This project is included in the FY 2019 with a budget of \$610,000. \$50,000 is budgeted under Water Purification-Architectural and Engineering Services account (50100130-70051) and \$560,000 budgeted under Water Purification-Other Capital Improvement account (50100130-72620). If approved, a budget transfer of \$458,800 will be processed to move funds from the Other Capital Improvement account to the Architectural and Engineering Services account. The total project of \$508,800 will be paid from the Water Purification-Architectural and Engineering Services account (50100130-70051). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 127, 128, 244, 281, 301 and 302.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment; Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of the current and future residents.

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

Respectfully submitted for Council consideration.

Prepared By: Greg Kallevig, P.E., Civil Engineer II
Michael Hill, Management Analyst

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

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:

- PW 2B RESOLUTION DAM SAFETY COMPLIANCE DESIGN
- PW 2C CONTRACT DAM SAFETY COMPLIANCE DESIGN
- PW 2D LOCATION MAP DAM SAFETY COMPLIANCE DESIGN

RESOLUTION NO. 2019 - __

A RESOLUTION WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING A CONTRACT WITH HANSON PROFESSIONAL SERVICES, INC. FOR DAM SAFETY COMPLIANCE DESIGN AT LAKE BLOOMINGTON

WHEREAS, the City of Bloomington recently contracted with Hanson Professional Services, Inc., on design of dam safety improvements at Lake Bloomington and Evergreen Lake; and

WHEREAS, following Staff assessment of continued, additional needs at Lake Bloomington to meet Illinois Department of Natural Resources (IDNR) Office of Dam Safety compliance requirements, it was determined the City needs to conduct additional assessment and design for improvements to the Lake Bloomington earthen dam embankment; and

WHEREAS, Hanson Professional Services, Inc., is the preferred provider for the Dam Safety Compliance Design at Lake Bloomington due to their past experience working with the City's dams at Lake Bloomington and Evergreen Lake, familiarity with IDNR Office of Dam Safety requirements, and understanding of regulatory agencies' permitting requirements; and

WHEREAS, the City is a home-rule municipality and adopts this Resolution in accordance with the powers therein; and

WHEREAS, City staff requests the formal bidding process be waived and the City Manager be authorized to enter into a new contract with Hanson Professional Services, Inc. for the desired Dam Safety Compliance Design at Lake Bloomington.

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 the City Manager, or designated representatives, are authorized to secure the contract with Hanson Professional Services, Inc. for the desired Dam Safety Compliance Design at Lake Bloomington, and are authorized to execute any necessary documents to effectuate the contract.

PASSED this 22nd day of April 2019.

APPROVED this ___ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

**CITY OF BLOOMINGTON CONTRACT WITH
FOR PROFESSIONAL SERVICES FOR**

THIS AGREEMENT, dated this _____ day of _____, 2019, is between the City of Bloomington (hereinafter "CITY") and (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

Section 2. Description of Services. CONTRACTOR shall provide the services/work identified on Exhibit A.

Section 3. Payment. For the work performed by CONTRACTOR under this Contract, the CITY shall pay CONTRACTOR one of the following:

___ A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.

___ Fees as set forth in the Payment Terms attached as Exhibit B.

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. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 6. Standard of Care. Services performed by CONTRACTOR under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

Section 7. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless CITY, its officers, officials, agents and employees from and against liability ~~arising out of~~ CONTRACTOR'S negligent acts, errors, or omissions in performance of services under this Contract. This indemnification shall extend to claims occurring after this Contract is terminated as well as while it is in force.

to the extent caused by JPM

Section 8. Insurance Requirements. CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not 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. ^{per claim/ \$4,000,000 Aggregate Jem}

Section 9. Representations of Vendor. CONTRACTOR hereby represents it is legally able to perform the work that is subject to this Contract. ^{General Liability JPM}

Section 10. Assignment. Neither party may assign this Contract, or the proceeds thereof, without written consent of the other party.

Section 11. Compliance with Laws. 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 12. 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 13. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois.

Section 14. 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 15. Attorney Fees. In the event that any action is filed by a party in relation to this contract and the party prevails in court and obtains a court order or judgment as a result of said litigation, the non-prevailing party in the action shall pay to the prevailing party, in addition to the sums that either party may be called on to pay, a reasonable sum for the prevailing party's attorneys' fees and court costs (including expert witness fees).

Section 16. 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 17. 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: Three (3) years from date of execution

The Contract shall also be subject to the following renewal terms, if any: _____

Two one year optional renewals

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

Section 18. 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

Hanson Professional Services Inc.

By: _____
Its City Manager

By: J. P. M.
Its Sr. Vice President

ATTEST:

By: _____
City Clerk

By: Jeff Tataruk
Its Project Manager

EXHIBIT A
SCOPE OF SERVICES / WORK PROVIDED

Scope of Services

Lake Bloomington Dam

Phase 1 Slope Extension and Berm Construction

1. Surveying
 - a. Topographic survey of the project site including location of borings and piezometers.
 - b. UAS (unmanned aerial system) aerial survey to supplement topographic survey data.
2. Subsurface Investigation
 - a. Develop and implement a subsurface investigation plan using geotechnical borings and placement of piezometers in order to analyze existing soil condition and perform long term seepage analysis of the dam.
 - b. Conduct 6 to 8 months of seepage monitoring coordinated with the City to obtain data at regular intervals and certain flow events.
 - c. Geotechnical analysis – perform slope stability and settlement analysis; perform seepage analysis and proposed filter design; and develop design considerations.
 - d. Prepare a subsurface conditions memo with foundation recommendations for the proposed improvements.
3. Regulatory Permitting
 - a. IDNR Dam Safety - Coordinate with the Illinois Department of Natural Resources to obtain required approval of a Dam Modification Permit for the proposed improvements.
 - b. Conduct wetland delineation for the area below the dam designated as a wetland
 - c. Coordinate with the U.S. Army Corps of Engineers (USCOE) to obtain a Section 404 – Nationwide permit for the proposed improvements.
 - d. Obtain National Pollutant Discharge Elimination System (NPDES) permit for the proposed improvements.
 - e. Develop a Stormwater Pollution Prevention Plan for the proposed site.
 - f. Coordinate with the Illinois EPA for permitting requirements to utilize the adjacent retired fill site as a temporary material stockpile area for the project.
4. Prepare Preliminary (60%) Plans for the Slope Extension and Berm Construction
 - a. Preliminary plans at 60% level of design are required by the USCOE in order to apply for the Section 404 permit.
 - b. Plans, Special Provisions and Estimates
 - i. Berm embankment design
 - ii. Dewatering plan for area below the dam to the berm
 - iii. Slope embankment design with tie-in and tree removal details
 - iv. Proposed toe drain
 - v. Seepage outlet design with monitoring and SCADA
 - vi. Special Provisions
 - vii. Estimate of Probable Construction Cost
 - viii. Revised dam O&M Manual
5. Prepare Final Plans, Special Provisions, and Estimate
 - a. Implement design comments from regulatory agencies and the City
 - b. Submit final Plans, Special Provisions, and Estimate for City's use in bid documents
6. Bidding Assistance
 - a. Attend pre-bid meeting
 - b. Respond to Contractor questions
 - c. Prepare Addendum (Assume 1)
 - d. Bid evaluation and recommendation

Scope of Services
Lake Bloomington Dam
Phase 2 Wetland Mitigation

1. ENVIRONMENTAL WETLANDS MITIGATION
 - a. Assumes draining whole 8.0 acre wetland area
 - b. Site visit with Corps of Engineers
 - c. Prepare Individual Section 404 Permit Application
 - d. Submit for Section 401 Water Quality Certification (up to 2 yrs.)
 - e. develop Wetland Conceptual Mitigation Plan (does not include survey for potential sites)
 - f. Establish Goals & Objectives
 - g. Assess Potential Wetland Compensation Site (no more than two areas comprising up to 12 acres)
 - h. Phase I Cultural Resource Survey
 - i. Existing Wetlands Survey
 - j. Endangered Species Coordination with IDNR/USFWS
 - k. Conceptual Wetlands Design
 - l. Survey up to 2 Wetland Mitigation Sites around Lake Bloomington
 - m. Obtain City Concurrence on Wetland Mitigation Plan
 - n. Prepare Wetlands Compensation Plans & Specifications
 - o. Develop Wetland Monitoring Plan
 - p. Develop Contingency Plan
 - q. Agency Coordination (assume 4 meetings)
 - r. Annual Monitoring Reports (assume 5 years)

EXHIBIT B
PAYMENT TERMS

Proposed Scope and Budget
Downstream Slope Extension and Berm
Lake Bloomington Dam

Hanson Professional Services, Inc.
Hanson No. 19L0023



Multiplier		3										Labor Category													
Totals		\$ 271,211	\$ 53,850	\$ 325,061	100%	\$ 354	\$ 2,356	\$ 300	\$ 740	\$ 7,500	\$ 42,600	\$ 150.59	1,801	105	13	66	194	176	464	376	46	82	40	194	45
		Labor	Expenses	Total	% of	Auto Cost	Truck Cost	Prints & Copies & Shipping	GPS & Total Station	Piezometers	Sub	Ave Hourly Rate	Total Hours	EASVII	EASVIII	EASVI	EASVIII	EASVII	EASIII	EASVI	EASVI	EASIII	TVII	M/D	AIV
		\$	\$	\$	Total							Rate	Hours	192.16	231.43	192.16	231.43	192.16	97.26	161.97	161.97	97.26	121.39	137.68	80.08
PHASE 1 - SLOPE EXTENSION & BERM		\$ 271,211	\$ 53,850	325,061	100%	\$ 354	\$ 2,356	\$ 300	\$ 740	\$ 7,500	\$ 42,600	\$ 150.59	1,801	105	13	66	194	176	464	376	46	82	40	194	45
1	SURVEYING	\$14,215			4%																				
2	Topographic Survey and Cross Sections (incl. Borings & Piezometers layout)			9,595								\$ 109.33	80										40	40	
3	UAS aerial imagery (Levee, Wetland, Dam)			1,118								\$ 97.26	8										8		
4	Reduce data and develop General Plan and Cross Sections			778								\$ 97.26	8										8		
5	Develop 3D model of existing topography			2,723								\$ 97.26	28												24
6	SUBSURFACE INVESTIGATION	\$94,195			29%																				
7	Review soil boring logs in vicinity of project footprint			926								\$ 231.43	4				4								
8	Develop supplemental subsurface investigation program			926								\$ 231.43	4				4								
9	Coordinate Drilling program with Driller			852								\$ 141.99	6				2		4						
10	Piezometer Installation			71,049		\$ 157	\$ 1,683				\$ 7,500	\$ 35,100	160				10							150	
11	Review soil boring logs			1,509								\$ 150.93	10				4		6						
12	Lab testing program			8,352								\$ 141.99	6				2		4						
13	Develop / Finalize Soil Boring Logs			5,516								\$ 162.25	34				2		2					30	
14	Develop / Update Subsurface characterization / profiles / design soil parameters			1,509								\$ 150.93	10				4		6						
15	Subsurface Conditions Memo			2,240								\$ 186.71	12				8		4						
16	QA memo			1,315								\$ 164.35	8				4		4						
17	SEEPAGE MONITORING	\$3,788			1%																				
18	Site visits to train City personnel to collect seepage data (assume 2)			2,816			\$ 224					\$ 161.97	16												16
19	Coordinate data collected by City personnel 6 to 8 months regular intervals & events.			972								\$ 161.97	6												6
20	GEOTECHNICAL ANALYSIS	\$28,553			9%																				
21	Slope Stability Analysis			5,111								\$ 141.99	36				12		24						
22	Seepage Analysis and Filter Design			6,664								\$ 185.12	36				12		24						
23	Settlement Analysis			1,241								\$ 124.10	10				2		8						
24	Develop Design Considerations			2,046								\$ 204.60	10				8		2						
25	Foundation, Seepage, Settlement design criteria memo			7,889								\$ 164.35	48				24		24						
26	QA calculations			4,481								\$ 186.71	24				16		8						
27	QA memo			1,120								\$ 186.71	6				4		2						
28	IDNR DAM SAFETY	\$4,612			1%																				
29	Coordinate with IDNR Dam Safety - meetings, submittals			4,612								\$ 192.16	24				4		16						4
30	STUDY FEASIBILITY OF USING FILL AREA AS MATERIAL STAGING AREA	\$3,399			1%																				
31	Coordinate with IEPA for permit requirements			3,399								\$ 188.81	18				4		12						2
32	ENVIRONMENTAL PERMITTING	\$15,918			5%																				
33	Wetland delineation			6,325		\$ 99						\$ 135.36	46				2		16				24		4
34	USCOE Section 404 permit application (with 60% plans), assume Nationwide permit			4,413								\$ 116.14	38				2		24				8		4
35	NPDES Permitting			1,414								\$ 117.80	12				1		8				2		1
36	SWPPP			3,765								\$ 110.75	34				2		24				4		4
37	PRELIMINARY (60%) PLANS - SLOPE EXTENSION & BERM	\$101,722			31%																				
38	Berm layout - BJW (Arends)																								
39	Geotechnical recommendations			4,481								\$ 186.71	24					16		8					
40	Seepage analysis and planning			6,109								\$ 169.69	36				4							32	
41	Design new embankment (slope 4:1 or 3:1)			2,315								\$ 144.71	16					8	8						
42	Design dewatering area below the dam			11,298								\$ 176.53	64				24		24				8		8
43	Fill Material Specification - JJT																								
44	Develop preliminary fill material specifications.			2,236								\$ 223.57	10					8							
45	Coordinate with City to identify potential sources of spoil material for use on the project			1,547								\$ 128.90	12				4		8						
46	Evaluate material and make recommendations			2,083								\$ 173.62	12				4		4						
47	Develop specifications for the sorting, conditioning, and testing required to make spoil material acceptable			3,009								\$ 188.07	16				4		8						4
48	Determine cost for soil remediation			1,625								\$ 135.44	12				2		2						8
49	Dam Modification Design - BJW (Arends)																								
50	Evaluate existing dam, filter drain, foundation, geometry, dewatering pipe			6,306								\$ 157.65	40				4		16				12		8
51	Geotechnical recommendations			4,481								\$ 186.71	24					16		8					
52	Seepage analysis and planning			9,070								\$ 161.97	56												56
53	Design new embankment slope (4:1 or 3:1)			1,739								\$ 133.76	13					1		4			8		
54	Design tie-in methods between old and new embankment materials			2,119								\$ 162.96	13				1		8				4		
55	Design new filter (toe) drain			2,959								\$ 164.36	18				2		8				4		4
56	Design capture of dewatering pipe area for monitoring			3,222								\$ 161.10	20				2		6				4		8
57	Design seepage outlet with monitoring and SCADA			3,486								\$ 158.44	22				2		4				4		12
58	Design paved gutter extension			1,350								\$ 149.99	9					1		4			4		
59	Revisions to O&M Manual			2,508								\$ 147.50	17					1		8			8		

Proposed Scope and Budget
Downstream Slope Extension and Berm
Lake Bloomington Dam

Hanson Professional Services, Inc.
Hanson No. 19L0023



		Totals	\$ 271,211	\$ 53,850	\$ 325,061	100%	\$ 354	\$ 2,356	\$ 300	\$ 740	\$ 7,500	\$ 42,600	\$ 150.59	1,801	105	13	66	194	176	464	376	46	82	40	194	45	
			Labor	Expenses	Total	% of							Ave Hourly	Total	EASVII	EASVIII	EASVII	EASVIII	EASVII	EASIII	EASVI	EASVI	EASIII	TVII	M/D	AIV	
			\$	\$	\$	Total		Auto Cost	Truck Cost	Prints & Copies & Shipping	GPS & Total Station	Piezometers	Sub	Rate	Hours	192.16	231.43	192.16	231.43	192.16	97.26	161.97	161.97	97.26	121.39	137.68	80.08
60	Prepare 60% Plans, Specifications, and Estimates - JJT				-			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -														
61	Special Provisions				2,508			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104.49	24							8					12
62	City Spoil Material Mitigation				1,894			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157.80	12	2			4			6					
63	Combine Stump Removal Special Provisions				195			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97.26	2							2					
64	SCADA Monitoring Sysytems				3,602			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180.08	20	4		4			4		8				
65	Plans - General Plan, Schedule of Quantities, Cross Sections, Details				8,741			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130.46	67	1					2	16				48	
66	Estimate of Probable Construction Cost				4,528			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 125.77	36	2					2	16					16
67	QA Review				3,782			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 157.60	24	4		2	2	2	4	2	2	2			4
68	60% Submittal				2,129			\$ -	\$ -	\$ 100	\$ -	\$ -	\$ -	\$ 126.80	16	4					4		2			4	4
69	60% Review Meeting with City				2,403			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 200.22	12	2	2	2	2	2		2					
70	IDNR DAM MODIFICATION PERMIT - BJW	\$6,149			6,149	2%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 192.16	32												
71	FINAL PS&E - SLOPE EXTENSION & BERM - JJT	\$37,502			-	12%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -														
72	Plans				969			\$ -	\$ -	\$ 200	\$ -	\$ -	\$ -	\$ 192.16	4	4											
73	Cover Sheet				373			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124.21	3											2	
74	General Plan & General Notes Sheet				745			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124.21	6							2				4	
75	Schedule of Quantities Sheet				1,880			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 117.47	16							8				8	
76	Tree Removal Plan & Schedule Sheets				373			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124.21	3							1				2	
77	Berm Section & Details Sheets				2,041			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127.57	16							4				12	
78	Slope Extension Section & Details Sheets				2,041			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127.57	16							4				12	
79	Toe Drain Details Sheet				2,981			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124.21	24							8				16	
80	Gutter Extension Detail Sheet				2,041			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 127.57	16							4				12	
81	Seepage Monitoring Details Sheet				2,981			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 124.21	24							8				16	
82	Cross Sections				2,592			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129.59	20							4				16	
83	Boring Logs				648			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129.59	5							1				4	
84	Special Provisions				1,730			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 108.10	16	4											12
85	City of Bloomington General Provisions				1,162			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116.24	10						2	8					
86	Hand Compacted Earth Fill				97			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97.26	1							1					
87	Tree Removal				289			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144.71	2						1	1					
88	Weighted Filter Backfill				97			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97.26	1							1					
89	Berm Construction				581			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116.24	5						1	4					
90	Downstream Slope Extension				581			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116.24	5						1	4					
91	City Spoil Material Mitigation				1,359			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 104.56	13							1	12				
92	Fill Material Staging Area				387			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128.90	3						1	2					
93	Toe Drains				581			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 116.24	5						1	4					
94	Manholes				195			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 97.26	2							2					
95	Seepage Level Detector and Remote Monitoring				1,745			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 145.43	12					2	4	6					
96	Estimate of Probable Construction Cost - Final				4,597			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 135.22	34	2	2	2	2	2	16	2					8
97	Quality Assurance Review - Final PS&E				4,435			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 170.58	26	4	2	2	2	4	4	2	2				4
98	BIDDING SERVICES	\$6,547			-	2%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -														
99	Attend Pre-Bid Meeting				1,256			\$ 99	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144.71	8	4						4					
100	Respond to Contractor Questions				2,301			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 164.33	14	2			2	2	2		2			4	
101	Prepare Addendum (Assume 1)				1,672			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 139.31	12	2		2				4				2	2
102	Bid Evaluation and Recommendation				1,318			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 131.79	10	4						4					2
103	PROJECT MANAGEMENT	\$8,465			-	3%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -														
104	Coordination with City				5,390			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 168.44	32	16					8	8					
105	Financial Control & Invoicing				3,075			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 192.16	16	16											

Proposed Scope and Budget
Phase 2 - Environmental Wetland Mitigation
Lake Bloomington Dam

Hanson Professional Services, Inc.
Hanson No. 19L0023



Multiplier		Totals										Labor Category														
		\$ 173,762	\$ 9,907	\$ 183,670	100%	\$ -	\$ 1,907	\$ -	\$ -	\$ -	\$ 8,000	\$ 138.35	1,256	-	147	-	-	-	-	462	-	520	24	-	-	103
Click here for Help inserting rows		Labor	Expenses	Total	% of							Ave Hourly	Total	EASVII	EASVIII	EASVI	EASVIII	EASVII	EASIII	EASVI	EASVI	EASIII	TVII	M/D	AIV	
		\$	\$	\$	Total	Auto Cost	Truck Cost	Prints & Copies & Shipping	GPS & Total Station	Piezometers	Sub	Rate	Hours	192.16	231.43	192.16	231.43	192.16	97.26	161.97	161.97	97.26	121.39	137.68	80.08	
PHASE 2 - ENVIRONMENTAL WETLANDS MITIGATION		\$ 173,762	\$ 9,907	\$ 183,670	100%	\$ -	\$ 1,907	\$ -	\$ -	\$ -	\$ 8,000	\$ 138.35	1,256	-	147	-	-	-	462	-	520	24	-	-	103	
1	Assumes draining whole 8.0 acre wetland area					\$ -	\$ -	\$ -	\$ -	\$ -	\$ -															
2	Site visit with Corps of Engineers			3,648		\$ -	\$ 112	\$ -	\$ -	\$ -	\$ -	\$ 176.81	20		8				4		8					
3	Prepare Individual Section 404 Permit Application			8,536		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 121.94	70		4				40		20					6
4	Submit for Section 401 Water Quality Certification (up to 2 yrs.)			11,936		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129.74	92		4				40		40					8
5	Develop Wetland Conceptual Mitigation Plan (does not include survey for potential sites)			21,995		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 134.11	164		8				40		80	24				12
6	Establish Goals & Objectives			1,595		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 159.48	10		2						6					2
7	Assess Potential Wetland Compensation Site (no more than two areas comprising up to 12 acres)			6,307		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 165.97	38		12				8		16					2
8	Phase I Cultural Resource Survey			8,000		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,000															
9	Existing Wetlands Survey			4,766		\$ -	\$ 224	\$ -	\$ -	\$ -	\$ -	\$ 133.58	34		2				12		16					4
10	Endangered Species Coordination with IDNR/USFWS			1,331		\$ -	\$ 112	\$ -	\$ -	\$ -	\$ -	\$ 121.90	10		1				6		2					1
11	Conceptual Wetlands Design			15,626		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 153.20	102		24				32		40					6
12	Survey up to 2 Wetland Mitigation Sites around Lake Bloomington			9,360		\$ -	\$ 337	\$ -	\$ -	\$ -	\$ -	\$ 125.33	72		4				40		24					4
13	Obtain City Concurrence on Wetland Mitigation Plan			2,494		\$ -	\$ 112	\$ -	\$ -	\$ -	\$ -	\$ 170.12	14		4						8					2
14	Prepare Wetlands Compensation Plans & Specifications			24,798		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 140.90	176		40				80		40					16
15	Develop Wetland Monitoring Plan			5,152		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 161.01	32		8				4		16					4
16	Develop Contingency Plan			2,308		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 144.24	16		2				4		8					2
17	Agency Coordination (assume 4 meetings)			5,454		\$ -	\$ 449	\$ -	\$ -	\$ -	\$ -	\$ 139.02	36		4				12		16					4
18	Annual Monitoring Reports (assume 5 years)			50,363		\$ -	\$ 561	\$ -	\$ -	\$ -	\$ -	\$ 134.60	370		20				140		180					30
19				-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -															
20				-		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -															



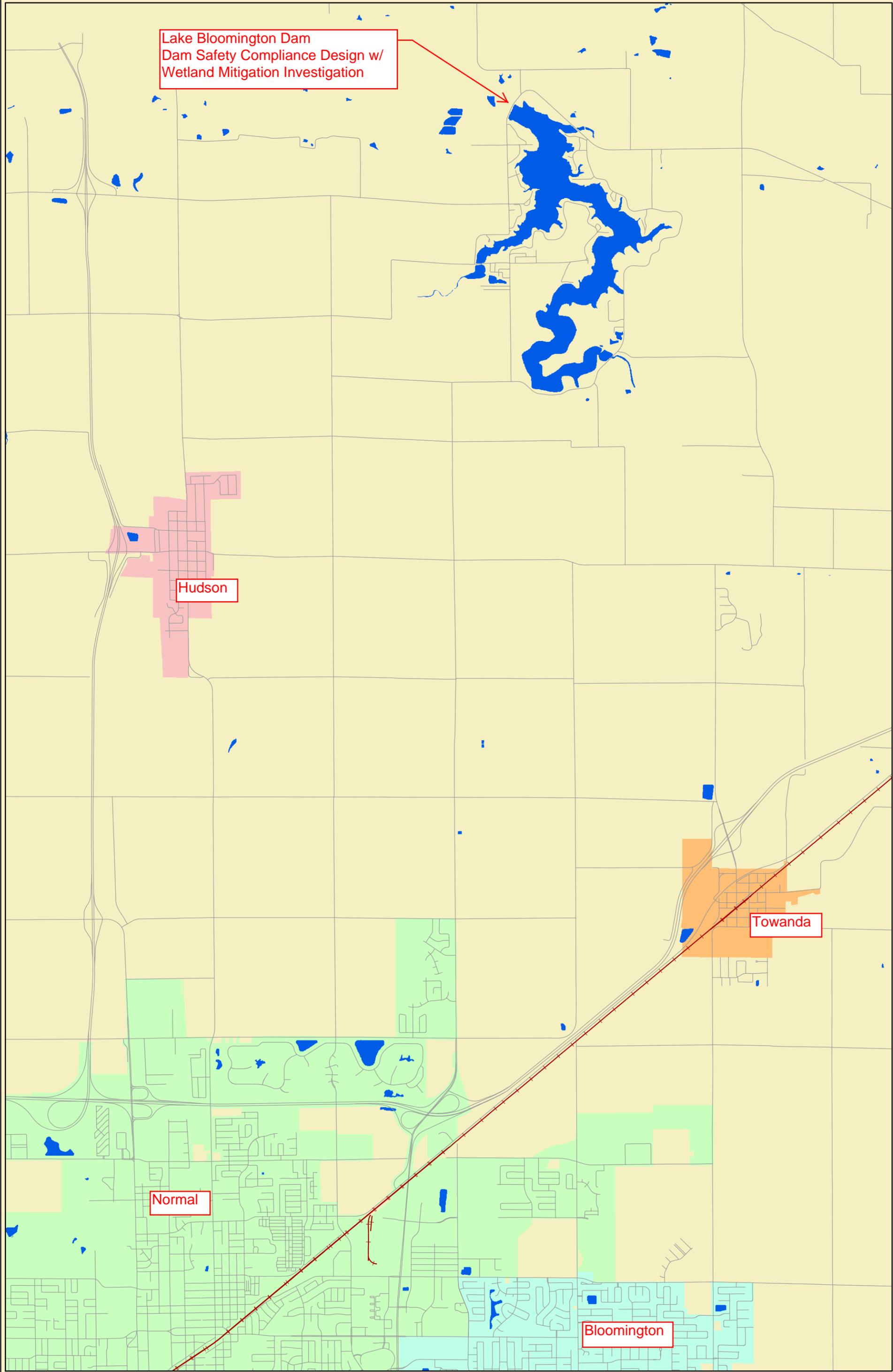
Lake Bloomington Dam
Dam Safety Compliance Design w/
Wetland Mitigation Investigation

Hudson

Towanda

Normal

Bloomington





CONSENT AGENDA ITEM NO. 7Y

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Public Works

SUBJECT: Consideration of a Resolution Waiving the Technical Bidding Requirements and approving a Professional Services Agreement with Farnsworth Group, Inc. for Professional Engineering Services related to Pipeline Rd, Division E, Pressure Valve Control Stations Design (RFQ 2016-04), in the amount not to exceed \$273,262.10, as requested by the Public Works Department.

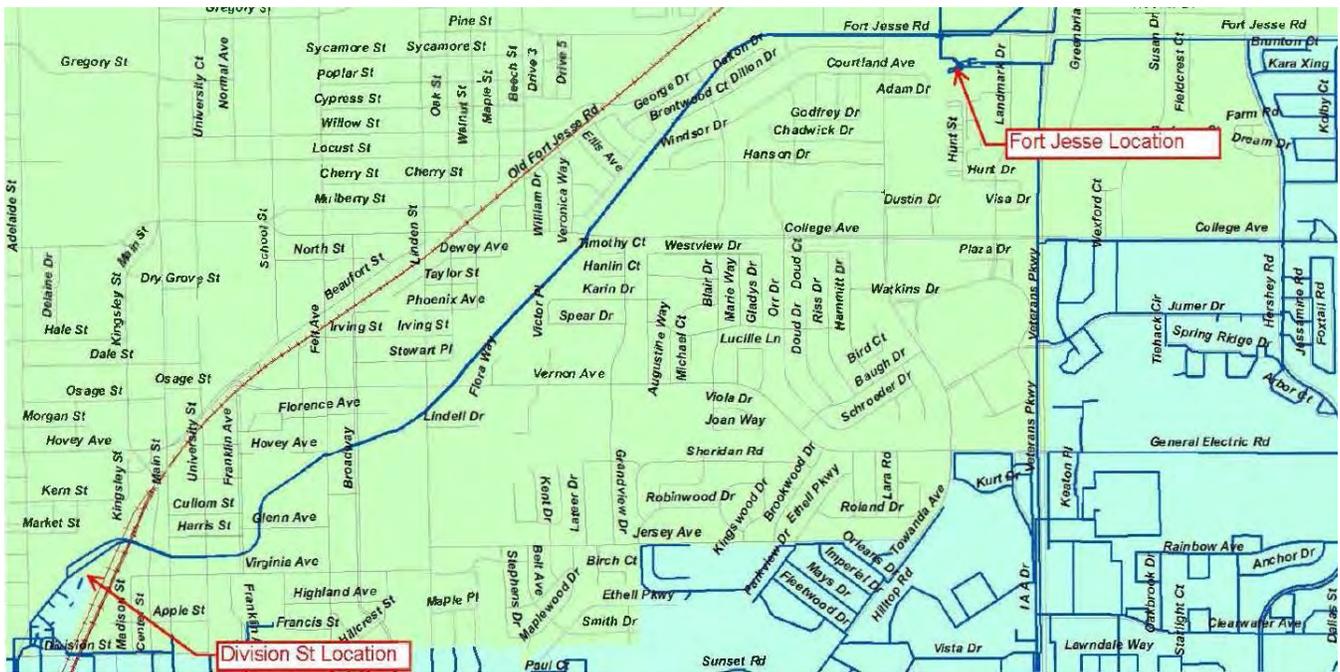
RECOMMENDATION/MOTION: The Resolution Waiving the Technical Bidding Requirements and approving an Agreement with Farnsworth Group, Inc. be approved, the Mayor and Interim City Clerk be authorized to execute the Resolution, and the City Manager and Interim City Clerk be authorized to execute the Agreement.

STRATEGIC PLAN LINK: Goals 2. Upgrade City Infrastructure and Facilities and 5. Great Place - Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objective 2b. Quality water for the long term and 5a. Well-planned City with necessary services and infrastructure.

BACKGROUND: Public Works is recommending the approval of a Resolution waiving the technical bidding requirements and a not to exceed \$273,262.10 Professional Services Agreement with Farnsworth Group, Inc., for professional engineering services related to Pipeline Rd, Division E, Pressure Valve Control Stations Design (RFQ 2016-04), in the amount of \$273,262.10. Beginning around 1998, the City of Bloomington began work on improving the primary water transmission infrastructure that delivers treated water from the City of Bloomington Water Treatment Plant (WTP) at Lake Bloomington to the water storage reservoirs and pump stations at the Fort Jesse and Division Street facilities (see attached map). The work is necessary to address aged infrastructure and to meet regulatory requirements for minimum water pressure at certain points of the transmission mains.

The overall plan for the water transmission main improvements was presented in a July 8, 1998 Design Report prepared by the former Water Department. That plan for improvements was subsequently implemented in several stages, designated as Divisions. Planning and preliminary design for the Division E, Flow & Pressure Control Improvements, were developed in greater detail in a March 18, 2019 Preliminary Engineering Report prepared by Farnsworth Group. Prior to this 2019 report on the Division E portion, the overall improvement plan remained idle after the most recent construction of water transmission main improvements in 2006.



This design project will be based upon and support Water Division goals for the water transmission system:

1. Operate above the regulatory minimum pressure at all points in the transmission system
2. Allow the existing 400,000 gallon I-55 / Route 66 Elevated Tank to be fully utilized in daily operations
3. Maintain adequate pressure and flow to services along the transmission pipeline route while minimizing the amount of municipal infrastructure and resources dedicated solely to supporting those services
4. Protect existing Fort Jesse and Division Street storage and pump stations from excessive pressure surges
5. Analyze opportunities for energy recapture at the ground storage facilities to determine feasibility and evaluate costs and benefits
6. Eliminate pumping back to Hudson and Towanda water supplies from the Fort Jesse Pump Station

Through Resolution 2016-10, the City Council approved a list of prequalified vendors for Engineering, Architectural, and Land Surveying services. Resolution 2016-10 established seven categories of such services and identified qualified vendors to provide such services in each category. City staff reviewed the four firms under the Utility category, which is the key design service of the service project as described above, and determined Farnsworth Group, Inc. to be the most qualified firm to do the prior work on this project.

Based on Farnsworth Group's selection under RFQ 2016-04 and their vast experience with the previous phases of this project, along with their knowledge of Bloomington's water transmission system, Farnsworth Group was selected for the planning and preliminary design of the Pipeline Road - Division E - Pressure Valve Control Stations. With the completion of the preliminary design, the scope of the final design work was sufficiently developed. Based on their qualifications for this specific project, Farnsworth Group was deemed to be the most qualified and best fit for completing the design work. City staff is requesting a bid waiver resolution due to Farnsworth Group's familiarity with the work and since this procurement

falls between the expiration of the existing pre-qualified vendors list and the approval of the new list. It should be noted that Farnsworth Group is recommended on both lists for this type of work.

A proposed Scope of Services and Professional Services Agreement fee to complete the design was requested from Farnsworth Group. They provided a proposed Scope of Services, Professional Services Agreement, and fee of \$273,262.10 as a not to exceed total.

The schedule for the project is to begin the design within thirty days of receipt of a signed Professional Services Agreement. The result of this design phase will be completion of bidding and construction documents for construction of the Pipeline Road project. The plan is for the construction to be bid in FY 2020.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Qualifications was advertised in The Pantagraph on December 4, 2015. Interviews were held in the Public Works Conference Room on February 10, 12 & 17, 2016.

FINANCIAL IMPACT: This project is included in the FY 2019 with a budget of \$200,000 included in the Water Purification-Architectural and Engineering Services account (50100130-70051). If approved, a budget transfer of \$73,262.10 will be processed to move budgeted funds from the Water Purification-Other Capital Improvement account (50100130-72620) to the Architectural and Engineering Services account. The total project of \$273,262.10 will be paid from the Water Purification-Architectural and Engineering Services account (50100130-70051). Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 127, 128, 244, 280, 289 and 290.

COMMUNITY DEVELOPMENT IMPACT: UEW-1 Provide quality public infrastructure within the City to protect public health, safety and the environment and UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents.

FUTURE OPERATIONAL COST ASSOCIATED WITH NEW FACILITY CONSTRUCTION: Undetermined net operational cost impact at this time. Some additional energy cost associated with operating the system at increased pressure as required by regulations are anticipated.

Respectfully submitted for Council consideration.

Prepared By:	Richard Bernard, P.E., Civil Engineer II Brett Lueschen, Operations Manager Michael Hill, Management Analyst
Reviewed By:	Jim Karch, P.E., MPA, Director of Public Works
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:

- PW 3B RESOLUTION PIPELINE RD DIVISION E PRESSURE VALVE CONTROL STATIONS
- PW 3C AGREEMENT PIPELINE RD DIVISION E PRESSURE VALVE CONTROL STATIONS

RESOLUTION NO. 2019 - __

A RESOLUTION AUTHORIZING WAIVING THE TECHNICAL BIDDING REQUIREMENTS AND APPROVING AN AGREEMENT WITH FARNSWORTH GROUP, INC., FOR PROFESSIONAL ENGINEERING SERVICES RELATED TO PIPELINE ROAD, DIVISION E, PRESSURE VALVE CONTROL STATIONS DESIGN

WHEREAS, the City desires to procure professional engineering services to complete the design of pressure valve control stations as developed under the FY2019 project Pipeline Road, Division E, Pressure Valve Control Stations Planning; and

WHEREAS, Farnsworth Group, Inc., has completed the planning phase work and contracting for design phase services with any other consultant would require repeated portions of the planning phase work at additional cost to the City; and

WHEREAS, Staff recommends that Council approve waiving the formal bidding process and the Professional Services Agreement with Farnsworth Group, Inc., for Professional Engineering Services related to Pipeline Road, Division E, Pressure Valve Control Stations Design be approved; and

WHEREAS, the City is a home-rule municipality and adopts this Resolution in accordance with the powers therein; and

WHEREAS, the City Council finds it to be in the best interest of the City to approve the waiver of the technical bidding process and the Professional Services Agreement.

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 secure the Professional Services Agreement with Farnsworth Group, Inc., for Professional Engineering Services related to Pipeline Road, Division E, Pressure Valve Control Stations Design, and are authorized to execute any necessary documents to effectuate the purchase.

PASSED this 22nd day of April 2019.

APPROVED this ___ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



2709 McGraw Drive
Bloomington, Illinois 61704
p 309.663.8435 f 309.663.1571

www.f-w.com

March 18, 2019

Mr. Brett Lueschen
Operations Manager
City of Bloomington Water Division
109 E. Olive Street
Bloomington, IL 61704

VIA EMAIL

Re: Water Transmission Pipeline – Division E
Design Engineering and Bidding Services Agreement

Dear Mr. Lueschen:

As requested, please find enclosed our proposed Agreement for Professional Services for the Water Transmission Main Infrastructure Improvements - Division E. We look forward to working with the City towards the successful completion of your project.

Should anyone have questions or comments, we would be happy to meet and discuss this agreement, and the project itself, in detail at your convenience.

Sincerely,

FARNSWORTH GROUP, INC.

A handwritten signature in black ink, appearing to read "Shawn R. Maurer", written in a cursive style.

Shawn R. Maurer, PE
Project Engineer

CC: Richard Bernard, PE, City of Bloomington VIA EMAIL
Bob Kohlhase, Farnsworth Group, Inc. VIA EMAIL



**AGREEMENT FOR PROFESSIONAL SERVICES
COST PLUS FIXED FEE**

This Agreement is effective this _____ day of _____ in the year 2019, between Farnsworth Group, Inc., hereinafter referred to as FARNSWORTH GROUP, of 2709 McGraw Drive, Bloomington, Illinois, and the City of Bloomington, hereinafter referred to as CLIENT, of McLean County, Illinois.

By signing this Agreement, CLIENT retains FARNSWORTH GROUP to provide professional services in connection with "City of Bloomington Water Transmission Main Infrastructure Improvements – Division E - Design & Bidding", hereinafter referred to as PROJECT.

The scope of construction for the PROJECT consists of the construction of two pressure control valve buildings and associated piping and site improvements. One pressure control valve building is to be built at the City of Bloomington's Ft. Jesse Ground Storage Tank Facility. The other pressure control valve building is to be constructed at the City of Bloomington Water Division's Division Street facility.

By this Agreement:

- A. The scope of FARNSWORTH GROUP's services on the PROJECT is as shown in the attached EXHIBIT A.
- B. PROJECT deliverables and estimated schedule for FARNSWORTH GROUP's services on the PROJECT is as follows:
 - 1. Kick-Off Meeting: Within 30 days of Agreement Execution.
 - 2. 75% Construction Documents Delivered: Within 180 days of Kick-Off meeting
 - 3. 95% Construction Documents Delivered: Within 60 days of 75% CD review comments receipt.
 - 4. Final Bidding Documents Delivered: Within 60 days of 95% CD review comments receipt.
 - 5. Bidding and letting schedule to be as determined by CLIENT.
- C. CLIENT agrees to compensate FARNSWORTH GROUP for providing the above scope of services and expenses as follows:
 - 1. Method of Compensation: Cost Plus Fixed Fee

Total Compensation = DL+IHDC+(OH)(DL)+FF+ODC+SBO

Where: FF = Fixed Fee calculated based on 15.0%[DL+R(DL)+OH(DL)+IHDC]

Where: DL = Direct Labor
IHDC = In-House Direct Costs
OH = FARNSWORTH GROUP's Actual Overhead Factor
R = Complexity Factor
ODC = Outside Direct Costs
SBO = Services by Others

2. An amount equal to Direct Labor Costs plus overhead for the services of FARNSWORTH GROUP's personnel engaged directly on the PROJECT of **\$237,124.09**, plus Reimbursable Expenses of **\$1,984.00**, plus FARNSWORTH GROUP's Sub-Consultant's charges, if any, of **\$3,000.00**, plus a Fixed Fee of **\$31,154.01**. The total compensation for services shall be a Maximum Not-to-Exceed amount of **\$273,262.10** based on the Cost Estimate and Man-Hour Breakdown attached as Appendix 1.
3. FARNSWORTH GROUP's Reimbursable Expenses Schedule is attached as Appendix 2.
4. FARNSWORTH GROUP may alter the distribution of compensation between the individual tasks of the work noted to be consistent with services actually rendered, but shall not exceed the total compensation amount unless approved by the CLIENT.
5. The total compensation for FARNSWORTH GROUP's services incorporates all labor, overhead, fixed fees, reimbursable expenses, and FARNSWORTH GROUP's Consultant's charges.
6. The portion of the amounts billed for FARNSWORTH GROUP's services will be based on the applicable Direct Labor Costs for the cumulative hours charged to the PROJECT during the billing period by FARNSWORTH GROUP's employees plus overhead, Reimbursable Expenses, FARNSWORTH GROUP's Consultant's charges, and the proportionate portion of the Fixed Fee.
7. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
8. Overhead includes the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, vacation, and holiday pay applicable thereto; the cost of general and administrative overhead which includes salaries and wages of employees engaged in business operations not directly chargeable to projects, plus non-Project operating costs, including but not limited to, business taxes, legal, rent, utilities, office supplies, insurance, and other operating costs. Overhead shall be computed as a percentage of Direct Labor Costs. Fixed Fee is the lump sum amount paid to FARNSWORTH GROUP by the CLIENT as a margin or profit and will only be adjusted by an amendment to this agreement.

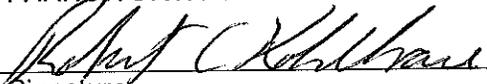
9. Direct Labor Costs and Overhead applied to Direct Labor Costs along with the Maximum Not-to-Exceed Fee will be adjusted annually (as of April 2nd) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
10. Compensation for Reimbursable Expenses
 - a. CLIENT shall pay FARNSWORTH GROUP for all Reimbursable Expenses at rates set forth in Appendix 2.
 - b. Reimbursable Expenses include the following categories: transportation and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls and mobile phone charges, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required in Paragraph A for the scope of services above. In addition, if authorized in advance by the CLIENT, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
 - c. The amounts payable to FARNSWORTH GROUP for Reimbursable Expenses will be the PROJECT-related internal expenses actually incurred or allocated by FARNSWORTH GROUP, plus all invoiced external Reimbursable Expenses allocable to the PROJECT, the latter multiplied by a factor of 1.10.
 - d. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1st) to reflect equitable changes in the compensation payable to FARNSWORTH GROUP.
11. Other Provisions Concerning Payment
 - a. Whenever FARNSWORTH GROUP is entitled to compensation for the charges of FARNSWORTH GROUP's Sub-Consultants, those charges shall be the amounts billed by Sub-Consultants to FARNSWORTH GROUP times a factor of 1.10.
 - b. Factors: The external Reimbursable Expenses and FARNSWORTH GROUP's Sub-Consultant's factors include FARNSWORTH GROUP's overhead and profit associated with FARNSWORTH GROUP's responsibility for the administration of such services and costs.
 - c. Compensation Amounts:
 - i. FARNSWORTH GROUP's fee amounts that will become payable for specified services are only estimates for planning purposes for establishment of the not-to-exceed maximum fee amount under the Agreement.
 - ii. When compensation amounts have been stated herein and it subsequently becomes apparent to FARNSWORTH GROUP that the total compensation amount thus estimated will be exceeded,

FARNSWORTH GROUP shall give the CLIENT notice thereof, allowing the CLIENT to consider its options, including suspension or termination of FARNSWORTH GROUP's services for CLIENT's convenience. Upon notice, the CLIENT and FARNSWORTH GROUP promptly shall review the matter of services remaining to be performed and compensation for such services. The CLIENT shall either exercise its right to suspend or terminate FARNSWORTH GROUP's services for the CLIENT's convenience, agree to such compensation exceeding said maximum fee amount, or agree to a reduction in the remaining services to be rendered by FARNSWORTH GROUP, so that total compensation for such services will not exceed said maximum fee amount when such services are completed. If the CLIENT decides not to suspend FARNSWORTH GROUP's services during negotiations and FARNSWORTH GROUP exceeds the maximum fee amount before the CLIENT and FARNSWORTH GROUP have agreed to an increase in the compensation due FARNSWORTH GROUP or a reduction in the remaining services, then FARNSWORTH GROUP shall be paid for all services rendered hereunder.

- d. To the extent necessary to verify FARNSWORTH GROUP's charges and upon the CLIENT's timely request, FARNSWORTH GROUP shall make copies of such records available to the CLIENT at cost.

The attached General Conditions are incorporated into and made a part of this Agreement.

CLIENT and FARNSWORTH GROUP hereby agree to and accept the terms and conditions stated above, including those stated in the attached General Conditions.

Farnsworth Group, Inc.
FARNSWORTH GROUP

Signature

Robert Kohlhase
Typed Name

Principal
Title

3-18-19
Date


Witness Signature (if required)

Kevin Hannel, PE
Typed Name

Engineering Manager
Title

3/18/19
Date

Shawn Maurer
Principal Contact Typed Name

smaurer@f-w.com, (309) 663-8435
Contact Information (e-mail, phone, etc.)

City of Bloomington
CLIENT

Signature

Typed Name

Title

Date

Witness Signature (if required)

Typed Name

Title

Date

Principal Contact Typed Name

Contact Information (e-mail, phone, etc.)

This is **EXHIBIT A**, consisting of 6 pages, referred to in and part of the **Agreement between Professional Services** for the City of Bloomington Water Transmission Main Infrastructure Improvements – Division E.

Engineer's Services

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Design Verification Study and Report Phase – Previously completed *City of Bloomington, IL Preliminary Design Report, Water Transmission Main Infrastructure Planning, Division E – Flow and Pressure Control Improvements* dated March 2019.

A1.02 *Preliminary Design*

A. Upon authorization from Owner, Engineer shall:

1. Provide design engineering services for the construction of two control valve arrays to be housed in buildings located at each the Ft Jesse Pump Station and the Division Street Pump Station. Design engineering will generally consist of:
 - a. Provide necessary field surveys and topographic and utility (approximate delineation) for design purposes. Utility mapping will be based upon information limited in accuracy or detail as to location or bury depth or condition or quantity as made available from utility owners.
 - b. Conduct process and hydraulic design.
 - c. Design local control panel and local SCADA system for each new building and at the Route 66 Elevated Storage Tank.
 - d. Design of site piping including valves, piping and other site improvements necessary for the planned improvements for flow and pressure control.
 - e. Design of the control valve buildings which will include:
 - i. Process piping including valves, meters and pressure monitoring of the piping.
 - ii. Control valve buildings currently estimated to be approximately 2,400 square feet in floor space each.
 - iii. Design of associated architectural, electrical and HVAC systems for the building.
 - iv. Building exteriors design to resemble the existing buildings on site.
2. Prepare Preliminary Design Phase documents consisting of preliminary drawings and recommendations.
3. Advise Owner if additional reports, data, information, or services are necessary.

4. Attend up to two (2) review meetings with Owner for project kick-off and to review Preliminary Design status.
5. Furnish one (1) copy of the Preliminary Design Phase documents, conceptual sketches, manufacturer product information and review them with Owner during the Preliminary Design Review meetings.
6. Revise the Preliminary Design Phase documents and any other deliverables in response to Owner's comments, as appropriate.

B. Engineer's services under the Preliminary Design Phase will be considered complete when written comments have been provided by the Owner.

A1.03 *Final Design Phase*

A. After acceptance by Owner of the Preliminary Design and any other deliverables subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, Engineer shall:

1. Prepare final Drawings and Specifications in accordance with the Scope and Phased Implementation approach agreed upon with Owner.
2. Prepare an opinion of probable Construction Cost.
3. Perform or provide the following additional Final Design Phase tasks or deliverables:
 - a. None.
4. Prepare and furnish 95% final bidding documents for review by Owner, and submission to the IEPA for Construction Permit Review, and other advisors within 180 calendar days of authorization to proceed. Within 30 days of receipt, Owner shall submit to Engineer any comments and instructions for revisions.
5. Revise the bidding documents in accordance with comments and instructions from the Owner and the IEPA review authority, as appropriate, and submit two (2) final copies of the bidding documents for each phase in printed paper copy and one in electronic (CAD and pdf) form.

B. Engineer's services under the Final Design Phase will be considered complete on the date when the submittals required by Paragraph A1.03.A.5 have been delivered to Owner.

C. The number of anticipated prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (Phase E). If more prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

A. After acceptance by Owner of the bidding documents and the opinion of probable Construction Cost as determined in the Final Design Phase, receipt for approved IEPA Construction Permit and upon written authorization by Owner to proceed, Engineer shall:

1. Assist Owner in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the bidding documents.
 2. Issue addenda as appropriate to clarify, correct, or change the bidding documents.
 3. Provide information or assistance needed by Owner in the course of any written questions or written clarifications with prospective contractors.
 4. Consult with Owner as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the bidding documents.
 5. If bidding documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by bidders, but subject to the provisions of paragraph A2.02.A.2 of this Exhibit A.
 6. Attend the Bid opening, prepare Bid tabulation sheets, and assist Owner in evaluating Bids or proposals and in assembling and awarding contracts for the Work.
 7. Perform or provide the following additional Bidding or Negotiating Phase tasks or deliverables:
 - a. None.
- B. The Bidding or Negotiating Phase will be considered complete upon issuance of the Owners Construction Contract Notice to Proceed.

A1.05 *Construction Phase*

- A. Not included.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.
1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
4. Services resulting from Owner's request to evaluate additional or revise the Scope of Services beyond those identified in Part 1 – A1.01, A1.02 or A1.03 above.
5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
6. Providing renderings or models for Owner's use.
7. Undertaking investigations and studies beyond those already completed including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.
8. Furnishing services of Consultants for other than Basic Services.
9. Services attributable to more prime construction contracts than specified in Paragraph A1.03.C.
10. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.
11. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.
12. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.
13. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.
14. Providing construction surveys and staking to enable Contractor to perform its work and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
15. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.

16. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.
17. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor and furnishing such Record Drawings to Owner.
18. Preparation of operation and maintenance manuals.
19. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.
20. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
21. Assistance in connection with the adjusting of Project equipment and systems.
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.
24. Overtime work requiring higher than regular rates.
25. Providing SCADA and Controls integration, programming, radio/telemetry path studies, and existing SCADA system evaluations. Providing SCADA and controls hardware, software, and licenses.
26. Undertaking hydraulic modeling of the Owner's facilities.
27. Undertaking hydraulic transient analysis of the Owner's facilities.
28. Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Other Additional Services Requiring Owner's Authorization

- A. Engineer shall advise Owner in advance that Engineer is/will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.
 1. Services in connection with work change directives and change orders to reflect changes requested by Owner.
 2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or-equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and

determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.
5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.
6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.
7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.
8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.
9. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites.

**PAYROLL ESCALATION TABLE
ANNIVERSARY RAISES
COST PLUS FIXED FEE**

**FIRM NAME
PRIME/SUPPLEMENT**

Farnsworth Group, Inc.
Prime

DATE 03/18/19
PTB NO. NA

CONTRACT TERM
START DATE
RAISE DATE

12 MONTHS
4/1/2019
ANNIVERSARY

OVERHEAD RATE 181.62%
COMPLEXITY FACTOR
% OF RAISE 3.50%

ESCALATION PER YEAR

DETERMINE THE MID POINT OF THE AGREEMENT

6

CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.75%

The total escalation for this project would be: **1.75%**

Subconsultants

FIRM NAME Farnsworth Group, Inc.
PRIME/SUPPLEMENT Prime
PSB NO. _____

DATE 03/18/19

NAME	Direct Labor Total	Contribution to Prime Consultant
------	--------------------	----------------------------------

Geotechnical Borings	3,000.00	
----------------------	----------	--

Total 3,000.00

AVERAGE HOURLY PROJECT RATES

FIRM Farnsworth Group, Inc.

PTB NA

PRIME/SUPPLEMENT Prime

DATE 03/18/19

SHEET 1 OF 1

PAYROLL CLASSIFICATION	TOTAL PROJECT RATES			Preliminary Design			Final Design			Bidding Services			Hours			Wgt'd Avg		
	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Principal/Vice President	56	3.14%	2.90	24	2.29%	2.11	16	2.99%	2.76	16	8.16%	7.54						
Senior Engineering Manager/Senior Land Surveying Manager	480	26.94%	16.73	300	28.57%	17.75	120	22.39%	13.91	60	30.61%	19.02						
Senior Technical Manager	0																	
Engineering Manager/Land Surveying Manager	0																	
Technical Manager	0																	
Design Manager/Government Affairs Manager	0																	
Senior Project Engineer/Senior Project Land Surveyor	560	31.43%	15.08	300	28.57%	13.71	200	37.31%	17.91	60	30.61%	14.69						
Senior Project Designer/Systems Integration Manager	0																	
Project Engineer/Project Land Surveyor	0																	
Project Designer/Project Technician	0																	
Senior Engineer/Senior Land Surveyor	0																	
Senior Designer	0																	
Engineer/Land Surveyor	40	2.24%	0.79	40	3.81%	1.34												
Designer/Computer Specialist/Lead Technician	500	28.08%	9.42	320	30.48%	10.23	160	29.85%	10.02	20	10.20%	3.43						
Engineering Intern I	0																	
Chief Technician	30	1.68%	0.49	30	2.86%	0.82												
Engineering Intern I	0																	
Administrative Support	116	6.51%	1.83	36	3.43%	0.97	40	7.46%	2.10	40	20.41%	5.75						
Senior Technician	0																	
Technician II	0																	
Technician I	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
	0																	
TOTALS	1782	100%	\$47.25	1050	100%	\$46.94	536	100%	\$46.70	196	100%	\$50.43	0	0%	\$0.00	0	0%	\$0.00



GENERAL CONDITIONS

**As modified for City of Bloomington Contracts per July 27, 2015
Communication with City Corporate Counsel Jeff Jurgens**

Date: March 2019
Client: City of Bloomington

Project: Water Transmission Main Division E

Reference Conditions: Farnsworth Group, Inc. will hereinafter be referred to as FARNSWORTH GROUP, the above referenced Client will be referred to as CLIENT, and the above referenced Project will hereinafter be referred to either as PROJECT or by abbreviation as above set forth. FARNSWORTH GROUP is defined as including Farnsworth Group, Inc. and its subsidiaries, affiliates, contractors, subcontractors and agents, including their respective officers, directors, employees, successors and assigns.

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

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

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

Waiver: No waiver by either party of any breach, default, or violation of any term, warranty, representation, agreement, covenant, condition, or provision hereof shall constitute a waiver of any subsequent breach, default, or violation of the same or any other term, warranty, representation, agreement, covenant, condition, or provision hereof. All waivers must be in writing.

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

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

Compliance with Law: In the performance of services to be provided hereunder, FARNSWORTH GROUP and CLIENT agree to comply with applicable federal, state, and local laws and ordinances and lawful order, rules, and regulations of any constituted authority.

Force Majeure: Obligations of either party under this Agreement shall be suspended, and such party shall not be liable for damages or other remedies while such party is prevented from complying herewith, in whole or in part, due to contingencies beyond its reasonable control, including, but not limited to strikes, riots, war, fire, acts of God, injunction, compliance with any law, regulation, or

order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or

hereafter created, inability to secure materials or obtain necessary permits, provided, however, the party so prevented from complying with its obligations hereunder shall promptly notify the other party thereof.

Standard of Care: Services performed by FARNSWORTH GROUP under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other representation expressed or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document or otherwise.

Statutes of Repose and Limitation: All legal causes of action between the parties to this Agreement shall accrue and any applicable statutes of repose or limitation shall begin to run not later than the date of Substantial Completion. If the act or failure to act complained of occurs after the date of Substantial Completion, then the date of final completion shall be used, but in no event shall any statute of repose of limitation begin to run any later than the date FARNSWORTH GROUP's services are completed or terminated.

Assignment: Neither party to this Agreement shall transfer or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may become due, without the written consent of the other party.

Precedence: These General Conditions shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding FARNSWORTH GROUP's services.

Dispute Resolution: In an effort to resolve any conflicts that arise during the performance of professional services for PROJECT or following completion of PROJECT, CLIENT and FARNSWORTH GROUP agree that all disputes between them arising out of or relating to the Agreement or PROJECT shall first be negotiated between senior officers of CLIENT and FARNSWORTH GROUP for up to 30 days before being submitted to mediation. In the event negotiation and mediation are not successful, either CLIENT or FARNSWORTH GROUP may seek a resolution in any state or federal court that has the required jurisdiction within 180 days of the conclusion of mediation.

Timeliness of Performance: FARNSWORTH GROUP will begin work under this Agreement upon receipt of a fully executed copy of this Agreement. CLIENT and FARNSWORTH GROUP are aware that many factors outside FARNSWORTH GROUP's control may affect FARNSWORTH GROUP's ability to complete the services to be provided under this Agreement. FARNSWORTH GROUP will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Suspension: CLIENT or FARNSWORTH GROUP may suspend all or a portion of the work under this Agreement by notifying the other party in writing if unforeseen circumstances beyond control of CLIENT or FARNSWORTH GROUP make normal progress of the work impossible. FARNSWORTH GROUP may suspend work in the event CLIENT does not pay invoices when due, and FARNSWORTH GROUP shall have no liability whatsoever to CLIENT, and

CLIENT agrees to make no claim for any delay or damage as a result of such suspension. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, FARNSWORTH GROUP shall be entitled to an equitable adjustment in compensation for start-up, accounting and management expenses.

Termination: This Agreement may be terminated for cause by either party upon written notice. Any termination shall only be for good cause such as legal, unavailability of adequate financing or major changes in the scope of services. In the event of any termination, except for cause, FARNSWORTH GROUP will be paid for all services and expenses rendered to the date of termination on a basis of payroll cost times a multiplier of 3.0 (if not previously provided for) plus reimbursable expenses, plus reasonable termination expenses, including the cost of completing analyses, records, and reports necessary to document job status at the time of termination.

Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither CLIENT nor FARNSWORTH GROUP, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for incidental, indirect, or consequential damages arising out of or connected in any way to PROJECT or the Agreement. This mutual waiver of consequential damages shall include, but not be limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict and implied warranty. Both CLIENT and FARNSWORTH GROUP shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in PROJECT.

Personal Liability: It is intended by the parties to this Agreement that FARNSWORTH GROUP's services in connection with the Project shall not subject FARNSWORTH GROUP's individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, CLIENT agrees that as CLIENT's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against FARNSWORTH GROUP, an Illinois corporation, and not against any of FARNSWORTH GROUP's individual employees, officers or directors.

Confidentiality: Each party shall retain as confidential all information and data furnished to it by the other party which are designated in writing by such other party as confidential at the time of transmission and are obtained or acquired by the receiving party in connection with this Agreement, and said party shall not reveal such information to any third party. However, nothing herein is meant to preclude either disclosing and/or otherwise using confidential information (i) when the confidential information is actually known to the receiving party before being obtained or derived from the transmitting party; or (ii) when confidential information is generally available to the public without the receiving party's fault at any time before or after it is acquired from the transmitting party; or (iii) where the confidential information is obtained or acquired in good faith at any time by the receiving party from a third party who has the same in good faith and who is not under any obligation to the transmitting party in respect thereof; or (iv) is required by law or court order to be disclosed.

Reuse of Documents: All documents including reports, drawings, specifications, and electronic media furnished by FARNSWORTH GROUP and/or any subcontractor pursuant to this Agreement are instruments of its services. They are not intended or represented to be suitable for reuse by CLIENT or others on extensions of this project or on any other project. Any reuse without specific written verification or adaptation by FARNSWORTH GROUP will be at CLIENT's sole risk, and without liability to FARNSWORTH GROUP, and CLIENT shall indemnify and hold harmless FARNSWORTH GROUP and/or any subcontractor from all claims, damages, losses and expenses including court costs and attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FARNSWORTH GROUP to further compensation at rates to be agreed upon by CLIENT and FARNSWORTH GROUP. Nothing herein, however, shall limit the CLIENT'S right to use the documents for municipal purpose, including but not limited to the CLINET'S right to use the document in an unencumbered manner for purposes of remediation, remodeling and/or construction.

Subcontracting: FARNSWORTH GROUP shall have the right to subcontract any part of the services and duties hereunder without the consent of CLIENT.

Third Party Beneficiaries: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either CLIENT or FARNSWORTH GROUP. FARNSWORTH GROUP's services under this

Agreement are being performed solely for CLIENT's benefit, and no other party or entity shall have any claim against FARNSWORTH GROUP because of this Agreement; or the performance or nonperformance of services hereunder; or reliance upon any report or document prepared hereunder. Neither FARNSWORTH GROUP nor CLIENT shall have any obligation to indemnify each other from third party claims. CLIENT and FARNSWORTH GROUP agree to require a similar provision in all contracts with Construction Contractors, Construction Subcontractors, vendors, and other entities involved in PROJECT to carry out the intent of this provision.

Insurance and Limitation: FARNSWORTH GROUP is covered by commercial general liability insurance in an amount not less than \$1,000,000 per occurrence, automobile liability insurance and workers compensation insurance with limits which FARNSWORTH GROUP considers reasonable. Certificates of all insurance shall be provided to CLIENT upon request in writing. CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from any loss, damage or liability arising directly from any negligent act by FARNSWORTH GROUP. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Professional Liability Insurance and Limitation: FARNSWORTH GROUP is covered by professional liability insurance for its professional acts, errors and omissions, with limits which FARNSWORTH GROUP considers reasonable, but in no case less than \$2,000,000 per occurrence. Certificates of insurance shall be provided to CLIENT upon request in writing. CLIENT shall be named as an additional insured on all such insurance policies and FARNSWORTH GROUP shall provide a certificate evidencing such coverage prior to the commencement of work under this Agreement. Within the limits and conditions of such insurance, FARNSWORTH GROUP agrees to indemnify and hold CLIENT harmless from loss, damage or liability arising from professional acts by FARNSWORTH GROUP and errors or omissions that exceed the industry standard of care for the services provided. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. FARNSWORTH GROUP shall not be responsible for any loss, damage or liability arising from any act, error or omission by CLIENT, its agents, staff, other consultants, independent contractors, third parties or others working on PROJECT over which FARNSWORTH GROUP has no supervision or control. Notwithstanding the foregoing agreement to indemnify and hold harmless, the parties agree that FARNSWORTH GROUP has no duty to defend CLIENT from and against any claims, causes of action or proceedings of any kind.

Additional Limitation: In recognition of the relative risks and benefits of PROJECT to both CLIENT and FARNSWORTH GROUP, the risks have been allocated such that CLIENT agrees that for the compensation herein provided FARNSWORTH GROUP cannot expose itself to damages disproportionate to the nature and scope of FARNSWORTH GROUP's services or the compensation payable to it hereunder. Therefore, to the maximum extent permitted by law, CLIENT agrees that the liability of FARNSWORTH GROUP to CLIENT for any and all causes of action, including, without limitation, contribution, asserted by CLIENT and arising out of or related to the negligent acts, errors or omissions of FARNSWORTH GROUP in performing professional services shall be limited to the limits of FARNSWORTH GROUP'S applicable insurance limits—~~fifty thousand dollars (\$50,000)~~ or the total fees paid to FARNSWORTH GROUP by CLIENT under this Agreement, whichever is greater ("Limitation"). CLIENT hereby waives

and releases (i) all present and future claims against FARNSWORTH GROUP, other than those described in the previous sentence, and (ii) any liability of FARNSWORTH GROUP in excess of the Limitation. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation, FARNSWORTH GROUP would not have performed the services, (ii) it has had the opportunity to negotiate the terms of the Limitation as part of an "arms-length" transaction, (iii) the Limitation amount may differ from the amount of Professional liability insurance required of FARNSWORTH GROUP under this Agreement, (iv) the Limitation is merely a Limitation of, and not an exculpation from, FARNSWORTH GROUP's liability and does not in any way obligate CLIENT to defend, indemnify or hold harmless FARNSWORTH GROUP, (v) the Limitation is an agreed remedy, and (vi) the Limitation amount is neither nominal nor a disincentive to FARNSWORTH GROUP performing the services in accordance with the Standard of Care.

Fee Schedule: Where lump sum fees have been agreed to between the parties, they shall be so designated in the Agreement attached hereto and by reference made a part hereof. Where fees are based upon hourly charges for services and costs incurred by FARNSWORTH GROUP, they shall be based upon the hourly fee schedule annually adopted by FARNSWORTH GROUP, as more fully set forth in a Schedule of Charges attached hereto and by reference made a part hereof. Such fees in the initial year of this Agreement shall be those represented by said Schedule of Charges, and these fees will annually change at the beginning of each calendar year after the date of this Agreement.

Invoices: Charges for services will be billed at least as frequently as monthly, and at the completion of PROJECT. CLIENT shall compensate FARNSWORTH GROUP for any sales or value added taxes which apply to the services rendered under this Agreement or any amendment thereto. CLIENT shall reimburse FARNSWORTH GROUP for the amount of such taxes in addition to the compensation due for services. Payment of invoices shall not be subject to any discounts or set-offs by CLIENT unless agreed to in writing by FARNSWORTH GROUP. Invoices are delinquent if payment has not been received within 30 days from date of invoice. There will be an additional charge of 1 ½ percent per month compounded on amounts outstanding more than 45 30 days. All time spent and expenses incurred (including attorney's fees) in connection with collection of any delinquent amount will be paid by CLIENT to FARNSWORTH GROUP per FARNSWORTH GROUP's then current Schedule of Charges.

Opinions of Cost: Since FARNSWORTH GROUP has no control over the cost of labor, materials or equipment, or over a contractor's method of determining prices, or over competitive bidding or market conditions, FARNSWORTH GROUP's opinions of probable project cost or construction cost for PROJECT will be based solely upon its own experience with construction, but FARNSWORTH GROUP cannot and does not guarantee that proposals, bids, or the construction cost will not vary from its opinions of probable cost. If CLIENT wishes greater assurance as to the construction cost, CLIENT should employ an independent cost estimator.

~~**Contingency Fund:** CLIENT and FARNSWORTH GROUP acknowledge that changes may be required during construction because of possible ambiguities, inconsistencies, errors or omissions in the Contract Documents and, therefore, that the costs of the project may exceed the construction contract sum. CLIENT agrees to set aside a reserve in the amount of Five Percent (5%) of the actual project construction costs as a contingency reserve to be used, as required, to pay for any such increased project costs. CLIENT further agrees to make no claim by way of direct or third party action against FARNSWORTH GROUP or subcontractors and subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes.~~

Subpoenas: CLIENT is responsible, after notification, for payment of time charges and expenses resulting from the required response by FARNSWORTH GROUP and/or any subcontractor to subpoenas issued by any party other than FARNSWORTH GROUP and/or any subcontractor in conjunction with the services performed under this Agreement. Charges are based on fee schedules in effect at the time the subpoena is served.

Right of Entry: CLIENT shall provide for FARNSWORTH GROUP's and/or any subcontractor's right to enter property owned by CLIENT and/or others in order for FARNSWORTH GROUP and/or any subcontractor to fulfill the scope of services for this Project. CLIENT understands that use of exploration equipment may unavoidably cause some damage, the correction of which is not part of this Agreement.

Utilities: CLIENT shall be responsible for designating the location of all any of CLIENT'S utility lines and subterranean structures within the property line of PROJECT. CLIENT agrees to waive any claim against FARNSWORTH GROUP and/or any subcontractor, and to indemnify and hold harmless from any claim or liability for injury or loss arising from FARNSWORTH GROUP and/or any subcontractor or other persons encountering CLIENT controlled utilities or other of CLIENT'S man-made objects that were not called to FARNSWORTH GROUP'S attention or which were not properly located on documents furnished to FARNSWORTH GROUP. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP'S and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Aquifer Contamination: Subsurface sampling may result in contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated area, linking it to an aquifer, underground stream, or other hydrous body not previously contaminated and capable of spreading hazardous substances or pollutants off-site. Because subsurface sampling is a necessary aspect of services which FARNSWORTH GROUP and/or any subcontractor may provide on CLIENT'S behalf, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold harmless from any claim or liability for injury or loss which may arise as a result of alleged cross contamination caused by any sampling. CLIENT further agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent or expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, in accordance with FARNSWORTH GROUP'S and/or any subcontractor's prevailing fee schedule and expense reimbursement policy.

Samples: All samples of any type (soil, rock, water, manufactured materials, biological, etc.) will be discarded sixty (60) days after submittal of project deliverables. Upon CLIENT'S authorization, samples will be either delivered in accordance with CLIENT'S instructions or stored for an agreed charge.

Recognition of Risk: CLIENT acknowledges and accepts the risk that: (1) data on site conditions such as geological, geotechnical, ground water and other substances and materials, can vary from those encountered at the times and locations where such data were obtained, and that this limitation on the available data can cause uncertainty with respect to the interpretation of conditions at CLIENT'S site; and (2) although necessary to perform the Agreement, commonly used exploration methods (e.g., drilling, borings or trench excavating) involve an inherent risk of contamination of previously uncontaminated soils and waters. FARNSWORTH GROUP'S and/or any subcontractor's application of its present judgment will be subject to factors outlined in (1) and (2) above.

Discovery of Unanticipated Hazardous Substances or Pollutants: Hazardous substances are those so defined by prevailing Federal, State, or Local laws. Pollutants mean any solid, liquid, gaseous, or thermal irritant or contaminant including smoke, vapor, soot, fumes, acids, alkalies, chemicals and waste. Hazardous substances or pollutants may exist at a site where they would not reasonably be expected to be present. CLIENT and FARNSWORTH GROUP and/or any subcontractor agree that the discovery of unanticipated hazardous substances or pollutants constitutes a "changed condition" mandating a renegotiation of the scope of services or termination of services. CLIENT and FARNSWORTH GROUP and/or any subcontractor also agree that the discovery of unanticipated hazardous substances or pollutants will make it necessary for FARNSWORTH GROUP and/or any subcontractor to take immediate measures to protect human health and safety, and/or the environment. FARNSWORTH GROUP and/or any subcontractor agree to notify CLIENT as soon as possible if unanticipated known or suspected hazardous substances or pollutants are encountered. CLIENT encourages FARNSWORTH GROUP and/or any subcontractor to take any and all measures that in FARNSWORTH GROUP'S and/or any subcontractor's professional opinion are justified to preserve and

protect the health and safety of FARNSWORTH GROUP's and/or any subcontractor's personnel and the public, and/or the environment, and CLIENT agrees to compensate FARNSWORTH GROUP and/or any subcontractor for the additional cost of such reasonable measures. In addition, CLIENT waives any claim against FARNSWORTH GROUP and/or any subcontractor, and agrees to indemnify and hold FARNSWORTH GROUP and/or any subcontractor harmless from any claim or liability for injury or loss arising from the presence of unanticipated known or suspected hazardous substances or pollutants. CLIENT also agrees to compensate FARNSWORTH GROUP and/or any subcontractor for any time spent and expenses incurred by FARNSWORTH GROUP and/or any subcontractor in defense of any such claim, with such compensation to be based upon FARNSWORTH GROUP's and/or any subcontractor's prevailing fee schedule and expense reimbursement policy. Further, CLIENT recognizes that FARNSWORTH GROUP and/or any subcontractor has neither responsibility nor liability for the removal, handling, transportation, or disposal of asbestos containing materials, nor will FARNSWORTH GROUP and/or any subcontractor act as one who owns or operates an asbestos demolition or renovation activity, as defined in regulations under the Clean Air Act.

Job Site: CLIENT agrees that services performed by FARNSWORTH GROUP and/or any subcontractor during construction will be limited to providing assistance in quality control and to deal with questions by the CLIENT's representative concerning performance with the Contract Documents. This activity is not to be interpreted as an inspection service, a construction supervision service, or guaranteeing the Construction Contractor's or Construction Subcontractor's performance. FARNSWORTH GROUP and/or any subcontractor will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs. FARNSWORTH GROUP and/or any subcontractor will not be responsible for Construction Contractor's or Construction Subcontractor's obligation to carry out the work according to the Contract Documents. FARNSWORTH GROUP and/or any subcontractor will not be considered an agent of the owner and will not have authority to direct Construction Contractor's or Construction Subcontractor's work or to stop work.

Shop Drawing Review: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall review shop drawings and/or submittals solely for their general conformance with FARNSWORTH GROUP's and/or any subcontractor's design concept and general conformance with information given in the Contract Documents. FARNSWORTH GROUP and/or any subcontractor shall not be responsible for any aspects of a shop drawing and/or submittal that affect or are affected by the means, methods, techniques, sequences, and procedures of construction, safety precautions and programs incidental thereto, all of which are the Construction Contractor's or Construction Subcontractor's responsibility. The Construction Contractor or Construction Subcontractor will be responsible for dimensions, lengths, elevations and quantities, which are to be confirmed and correlated at the jobsite, and for coordination of the work with that of all other trades. CLIENT warrants that the Construction Contractor and Construction Subcontractor shall be made aware of the responsibility to review shop drawings and/or submittals and approve them in these respects before submitting them to FARNSWORTH GROUP and/or any subcontractor.

Authority and Responsibility: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the work of any Construction Contractor or Construction Subcontractor, shall have no authority to stop work, shall have no supervision or control as to the work or persons doing the work, shall not have charge of the work, shall not be responsible for safety in, on, or about the job site, or have any control of the safety or adequacy of any equipment, building component, scaffolding, supports, forms, or other work aids.

LEED Certification: CLIENT agrees that FARNSWORTH GROUP and/or any subcontractor shall not guarantee the LEED certification of any facility for which FARNSWORTH GROUP and/or any subcontractor provides commissioning, LEED consulting or energy modeling services. LEED certification and the number of points awarded are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Energy Models: The techniques and specific requirements for energy models used to meet LEED criteria have limitations that result in energy usage predictions that may differ from actual energy usage. FARNSWORTH GROUP and/or any subcontractor will endeavor to model energy usage very closely to actual usage, but CLIENT agrees that FARNSWORTH GROUP and/or any Professional Services Agreement - General Conditions

subcontractor will not be responsible or liable in any way for inaccurate budgets for energy use developed from the predictions of LEED-compliant energy models. The number of LEED points awarded for energy efficiency are solely the responsibility of the U.S. Green Building Council and Green Building Certification Institute.

Environmental Site Assessments: No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for Recognized Environmental

Conditions in connection with a Subject Property. Performance of an Environmental Site Assessment is intended to reduce, but not eliminate, uncertainty regarding potential for Recognized Environmental Conditions in connection with a Subject Property. In order to conduct the Environmental Site Assessment, information will be obtained and reviewed from outside sources, potentially including, but not limited to, interview questionnaires, database searches, and historical records. Farnsworth Group, Inc. (Farnsworth Group) cannot be responsible for the quality, accuracy, and content of information from these sources. Any non-scope items provided in the Phase I Environmental Site Assessment report are provided at the discretion of the environmental professional for the benefit of the client. Inclusion of any non-scope finding(s) does not imply a review of any other non-scope items with the Environmental Site Assessment investigation or report. The Environmental Site Assessment report is prepared for the sole and exclusive use of the client. Nothing under the Agreement between Farnsworth Group and their client shall be construed to give any rights or benefits to anyone outside the client's use and that of Farnsworth Group. All duties and responsibilities undertaken pursuant to the Agreement will be for the sole and exclusive benefit of the client and Farnsworth Group. In particular, Farnsworth Group does not intend, without its written consent, for this report to be disseminated to anyone beside the client, or to be used or relied upon by anyone beside the client. Use of the report by any other person or entity is unauthorized and such use is at their sole risk.



CONSENT AGENDA ITEM NO. 7Z

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Parks, Recreation, and Cultural Arts

SUBJECT: Consideration of an Ordinance amending Chapter 28, Section 93 of the Bloomington City Code to prohibit smoking at the Miller Park Zoo and City of Bloomington operated Swimming Pool facilities, as requested by the Parks, Recreation, and Cultural Arts Department.

RECOMMENDATION/MOTION: The Ordinance be approved, and the Mayor and Interim City Clerk be authorized to execute the Ordinance.

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

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

BACKGROUND: Numerous studies have found that breathing secondhand tobacco smoke is a cause of disease in healthy non-smokers. Secondhand smoke is hazardous and when children are exposed to secondhand smoke they have an increased risk of asthma, respiratory infections and cancer. The State of Illinois adopted the Smoke Free Illinois Act, 410 ILCS 82/1, *et seq.*, effective January 1, 2008, which prohibits smoking in public places, places of employment and government vehicles; and the Smoke Free Illinois Act, 410 ILCS 82/6, permits home rule units of government to regulate smoking in public places as long as they are no less restrictive than the provisions of the Act.

The Corporate Authorities of the City of Bloomington have determined it is in the best interests of the City to prohibit smoking at the Miller Park Zoo and the Swimming Pool facilities operated by the City of Bloomington, and are requesting amendment of Section 93 of Chapter 28 of the City Code to prohibit smoking at the Miller Park Zoo and the City of Bloomington operated Swimming Pools:

Chapter 28: Section 93: Prohibition on Smoking and E-Cigarettes within City Buildings.

In addition to the prohibitions within the Smoke Free Illinois Act which prohibits smoking in public buildings, smoking is prohibited in any building owned or operated by the City of Bloomington, as well as at Miller Park Zoo and any and all swimming pool facilities operated by the City. For purposes of this section, the definitions of "smoking" and "smoke" within the Smoke Free Illinois Act shall be expanded to include inhaling or exhaling from, turning on, powering, ingesting or utilizing in any form any device intended for the atomization, charring, burning, piezoelectronic ignition of or ingestion of tobacco products or nicotine in any gaseous, smoke, aerosol, vaporous or other

similar form, including but not limited to the use of any e-cigarette, personal vaporizer used with nicotine or tobacco derivatives, electronic nicotine delivery system, e-puffer, cartomizer or other similar device. This prohibition includes electronic cigarettes (e-cigs or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS) or any other device that simulates tobacco smoking by producing an aerosol that resembles smoke.

This ordinance matches the Town of Normal in that the Town does not allow smoking at their pools.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Normal Parks and Recreation Department

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: 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 HL-1.1. Coordinate park planning with other agencies and entities. Goal HL-2. Ensure maximum usage of the City's parks and recreational facilities and associated resources. Objective HL-2.2. Create a smoke free and tobacco free environment in parks and public spaces.

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

Respectfully submitted for Council consideration.

Prepared By: Eric Veal, Assistant Director, Parks Rec Cultural Arts

Reviewed By: Jay Tetzloff, Director, Parks Rec 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:

- PRCA 3B ORDINANCE NON-SMOKING ORDINANCE AT ZOO AND POOLS

ORDINANCE 2019 - ____

AN ORDINANCE AMENDING CHAPTER 28, SECTION 93 OF THE CITY CODE TO PROHIBIT SMOKING AT MILLER PARK ZOO AND CITY OPERATED SWIMMING POOL FACILITIES

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

WHEREAS, numerous studies have found that tobacco smoke is a major contributor to indoor air pollution and that breathing secondhand smoke is a cause of disease in healthy nonsmokers, including heart disease, stroke, respiratory disease and lung cancer; and

WHEREAS, secondhand smoke is particularly hazardous to elderly people, individuals with cardiovascular disease, and individuals with impaired respiratory function, including asthmatics and those with obstructive airway disease; and,

WHEREAS, children exposed to secondhand smoke have an increased risk of asthma, respiratory infections and cancer; and

WHEREAS, smoking is a potential cause of fires; and

WHEREAS, the State of Illinois adopted the Smoke Free Illinois Act, 410 ILCS 82/1, *et seq.*, effective January 1, 2008, which prohibits smoking in public places, places of employment and government vehicles; and

WHEREAS, the Smoke Free Illinois Act, 410 ILCS 82/6, permits home rule units of government to regulate smoking in public places as long as they are no less restrictive than the provisions of the Act; and

WHEREAS, the Corporate Authorities of the City of Bloomington have determined it is in the best interests of the City to prohibit smoking at Miller Park Zoo and swimming pool facilities owned and operated by the City as set forth herein.

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. Section 93 of Chapter 28 of the City Code shall be amended as follows to prohibit smoking at Miller Park Zoo and at swimming pools operated by the City:

Chapter 28: Section 93: Prohibition on Smoking and E-Cigarettes within City Buildings.

In addition to the prohibitions within the Smoke Free Illinois Act which prohibits smoking in public buildings, smoking is prohibited in any building owned or operated by the City of Bloomington, as well as at Miller Park Zoo and any and

all swimming pool facilities operated by the City. For purposes of this section, the definitions of "smoking" and "smoke" within the Smoke Free Illinois Act shall be expanded to include inhaling or exhaling from, turning on, powering, ingesting or utilizing in any form any device intended for the atomization, charring, burning, piezoelectronic ignition of or ingestion of tobacco products or nicotine in any gaseous, smoke, aerosol, vaporous or other similar form, including but not limited to the use of any e-cigarette, personal vaporizer used with nicotine or tobacco derivatives, electronic nicotine delivery system, e-puffer, cartomizer or other similar device. This prohibition includes electronic cigarettes (e-cigs or e-cigarettes), personal vaporizers (PV) or electronic nicotine delivery systems (ENDS) or any other device that simulates tobacco smoking by producing an aerosol that resembles smoke.

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

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

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

SECTION 6. This ordinance shall be effective 10-days after the date of its publication as required by law.

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

PASSED this 22nd day of April 2019.

APPROVED this ____ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



CONSENT AGENDA ITEM NO. 7AA

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Facilities Management

SUBJECT: Consideration of an Ordinance amending the Fiscal Year 2019 Budget in the amount of \$106,100 to use Fund Balance from the General Fund and approval of a Contract with Anderson Electric, Inc. for replacement of the Fire Alarm System in the Grossinger Motors Arena (RFP 2019-13) totaling \$331,100, as requested by the Facilities Management Department.

RECOMMENDATION/MOTION: (1) the Ordinance Amending the FY 2019 Budget and the Mayor and City Clerk authorized to execute the Ordinance, (2) the Contract with Anderson Electric, Inc. be approved, and the City Manager and Interim City Clerk be authorized to execute the necessary documents, and Procurement authorized 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: The fire control panel and other components of the fire alarm system in the Grossinger Motors Arena are obsolete and can no longer be serviced. The system controls all of the fire alarms, fire suppression and emergency smoke evacuation systems in the Arena. Although the system is currently functioning without problems, failure of the control panel or another major component could bring the entire system down. Without a fully functional fire alarm system, the facility will not be in compliance with code. This could reduce the facilities availability for most, if not all, events. Replacement of the system is critical in order to protect the facility, employees and patrons. Three proposals were received for replacement of the fire alarm system. The proposal opening record is attached and a summary of the submitted proposals follows.

COMPANY	LOCATION	PROPOSAL AMOUNT
Anderson Electric, Inc.	Bloomington, IL	\$331,100.00
William Masters	Bloomington, IL	\$332,750.00
Tech Electronics	Bloomington, IL	\$377,300.00

The work is included in the FY 2019 Budget, but only \$225,000 was budgeted due to the potential impacts explained above, acceptance of the lowest cost responsive proposal is recommended and fund balance will be used to cover the unfunded balance.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Proposals was advertised in The Pantagraph on March 4, 2019.

FINANCIAL IMPACT: Anderson Electric's proposal has a total cost of \$331,100. The adopted FY 2019 Budget includes \$225,000 for replacement of the Fire Alarm System under the City Arena-Other Capital Improvement account (5710710-72620). If approved, a budget amendment to use \$106,100 of General Fund Balance will be processed and a transfer of \$106,100 will be made to the Arena Fund to pay for the project. Please see the Exhibit for details on the amendment. Stakeholders can locate this in the FY 2019 Budget Book titled "Other Funds & Capital Improvement" on pages 185.245, 334 and 336.

COMMUNITY DEVELOPMENT IMPACT: Comprehensive Plan 2035: Goal: CF-1 Continue to provide quality public facilities and services.

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

Respectfully submitted for Council consideration.

Prepared By: Russel Waller, P.E., Facilities Manager
Finance & Budgetary Review By: Chris Tomerlin, Budget Manager
Community Dev. Review By: Bob Mahrt, Community Development Director
Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:



Tim Gleason
City Manager

Attachments:

- FAC 1B ORDINANCE ARENA FIRE ALARM 04222019
- FAC 1C EXHIBIT ARENA FIRE ALARM 04222019
- FAC 1D CONTRACT ARENA FIRE ALARM 04222019
- FAC 1E COI ARENA FIRE ALARM 04222019
- FAC 1F RFP RECORD ARENA FIRE ALARM 04222019

ORDINANCE NO. 2019 - ____

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 \$106,100 to use Fund Balance from the General Fund and consideration of a Contract with Anderson Electric, Inc. for replacement of the Fire Alarm System in the Grossinger Motors Arena (RFP 2019-13), as requested by the Facilities Management Department, in the amount of \$331,100.

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 22nd day of April 2019.

APPROVED this ____ day of April 2019.

CITY OF BLOOMINGTON:

ATTEST:

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk

FY 2019 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
10010010-40000	General Fund	Use of Fund Balance	\$ (106,100.00)	
10019180-89871	General Fund	To Arena Fund	\$ 106,100.00	
57107100-85100	City Arena	From General Fund	\$ (106,100.00)	
57107110-72620	City Arena	Other Capital Improvement	\$ 106,100.00	
		Net Transaction:	\$ -	

**CITY OF BLOOMINGTON
CONTRACT WITH
ANDERSON ELECTRIC, INC.
FOR**

GROSSINGER MOTORS ARENA FIRE ALARM REPLACEMENT

THIS AGREEMENT, dated this 22nd day of April, 2019, is between the City of Bloomington (hereinafter "CITY") and ANDERSON ELECTRIC, INC. (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: Grossinger Motors Arena Fire Alarm Replacement (RFP 2019-13) (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: Replacement & setup of the fire alarm system in Grossinger Motors Arena in accordance with RFP 2019-13

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

- A flat fee of \$ _____ as set forth in the Procurement Documents.
- Fees as set forth in the Procurement Documents up to the Contract amount of \$ 331,100.00.

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

ANDERSON ELECTRIC, INC.

By: _____
Its City Manager

By: _____
Its _____

ATTEST:

By: _____
City Clerk

By: _____
Its _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/14/2018

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 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).

PRODUCER TROXELL 214 South Grand Ave West P.O. Box 3757 Springfield IL 62704	CONTACT NAME: Kathy Ohl PHONE (A/C, No, Ext): 217-321-3188 E-MAIL ADDRESS: kohl@troxellins.com	FAX (A/C, No): 217-321-4188													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Phoenix Insurance Co</td> <td>25623</td> </tr> <tr> <td>INSURER B: Standard Fire Insurance Co</td> <td>19070</td> </tr> <tr> <td>INSURER C: Charter Oak Fire Insurance Co</td> <td>25615</td> </tr> <tr> <td>INSURER D: Travelers Prop Cas Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Phoenix Insurance Co	25623	INSURER B: Standard Fire Insurance Co	19070	INSURER C: Charter Oak Fire Insurance Co	25615	INSURER D: Travelers Prop Cas Co of America	25674	INSURER E:		INSURER F:
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INSURED ANDERSON ELECTRIC, INC. 1609 S MORRIS AVE BLOOMINGTON IL 61701															

COVERAGES

CERTIFICATE NUMBER: CL18121327264

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 WVD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			DT-CO-3K282738-PHX-18	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			DT-810-3K281348-COF-18	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP-3K300460	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
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	UB-3K285716-26-G	12/31/2018	12/31/2019	<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
C	LEASED/RENTED EQUIPMENT			QT-660-4864N201-COF-18	12/31/2018	12/31/2019	1,000 DED 200,000
C	INSTALLATION FLOATER			QT-660-4864N201-COF-18	12/31/2018	12/31/2019	2,500 DED 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER IS ADDITIONAL INSURED IN RESPECTS TO THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY, PER WRITTEN CONTRACT, SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

PRIMARY/NON CONTRIBUTORY LANGUAGE APPLIES

UMBRELLA IS FOLLOW FORM

CERTIFICATE HOLDER**CANCELLATION**

CITY OF BLOOMINGTON
 PACE DEPARTMENT
 ATTN: CONTRACTOR REGISTRATIONS
 P.O. BOX 3157
 BLOOMINGTON, IL 61702

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

John Eck Jr/KATHY

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RECORD OF RFP OPENING FOR:

RFP #2019-13

Arena Fire Alarm System Replacement

DATE: April 3, 2019

TIME: 3:00 p.m.

Received Date & Time & Staff Initials	Offeror's Name	City, State
4/3/19 @ 12:53pm <i>AM</i>	Anderson Electric	Bloomington, IL
04.03.19 @ 1:10 pm <i>ALGA</i>	WPM MASTERS, INC	Bloom IL 1709
04.03.19 @ 2:17pm <i>ALGANA</i>	Tech Electronics	Bloom, IL

WITNESSES:

Amber Alder
Carla Miller
James Miller
[Signature]

*Disclaimer: This is a RFP tabulation for record of the RFP received. RFPs 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. 7BB

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of an Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code Prohibiting Possession of Open Alcohol in Public for the WGLT Outdoor Summer Concert on Saturday, June 8, from 3 P.M. to 10 P.M., as requested by the City Clerk Department.

RECOMMENDATION/MOTION: The Ordinance be approved, and the Mayor and Interim 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: The Bloomington Liquor Commission met on April 9, 2019, to consider the Request from WGLT for Suspension of Portions of Chapter 6 of the Bloomington City Code Prohibiting Possession of Open Alcohol in Public for an Outdoor Summer Concert on Saturday, June 8, from 3 P.M. to 10 P.M. The request will close Center St. from Washington St. to the alleyway before Monroe St., and Jefferson St. from Main St. to the alley after the Illinois House, and Main St. from Washington to Jefferson.

Present were Commissioners Tari Renner and Jim Jordan; Staff present were George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Melissa Libert, representative of the WGLT Festival, attended the meeting to speak on behalf of the item. This is an event that has been held in Downtown Bloomington for several years. No significant changes are planned. The beer and wine will be sold by Maguire's on a secondary license. There may also be sales by Nightshop on a secondary license.

Assistant Chief Scott stated there are no concerns from police.

Commissioner Jordan made a motion, which was seconded by Commissioner Renner to approve the item.

Ayes: Commissioners Jordan and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Legal Review By: George D. Boyle, Assistant 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:

- CLK 6B ORDINANCE WGLT SUMMER CONCERT
- CLK 6C SE PERMIT WGLT SUMMER CONCERT
- CLK 6D MAPS WGLT SUMMER CONCERT

ORDINANCE NO. 2019 -

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN A PORTION OF DOWNTOWN BLOOMINGTON DURING THE WGLT OUTDOOR CONCERT IN DOWNTOWN BLOOMINGTON

WHEREAS, WGLT will hold an outdoor concert in downtown Bloomington on Saturday, June 8, 2019; and

WHEREAS, WGLT requested permission to allow sales and consumption of beer and wine during the concert on Center St. from Washington St. to the alleyway before Monroe St., and Jefferson St. from Main St. to the alley after the Illinois House, and Main St. from Washington to Jefferson; as shown on the attached map labeled exhibit A; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on June 8, 2019, from 3 P.M. to 10 P.M. for the area shown on exhibit A, including Center St. from Washington St. to the alleyway before Monroe St., and Jefferson St. from Main St. to the alley after the Illinois House, and Main St. from Washington to Jefferson. The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only as to persons having in their possession beer or wine in plastic or paper cups purchased from an event vendor.

Section 2: Except for the date, times, location, and conditions set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 22nd of April 2019.

APPROVED this ____ of April 2019.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Yocum, Interim City Clerk

**SPECIAL EVENT PERMIT
WGLT SUMMER CONCERT
DATE: JUNE 8, 2019
TIME: 8:00 AM TO 11:00 PM**

Date Prepared: March 4, 2019; **REVISED: March 19, 2019**

Distribution:

DISTRIBUTION LIST	
Tim Gleason, City Manager	Billy Tyus, Deputy City Manager
City Clerk's Office Staff	Assistant Chief Ken Bays, Police Department
Tricia Stiller, Economic Development	Phil Allyn, Traffic Engineer, Public Works
Catherine Dunlap, Economic Development	Darwin Miles, Public Works
Bob Mahrt, Community Development	Bill Givens, Public Works
Martin Glaze, Connect Transit	Jim Karch, Public Works
Russ Waller, Facilities	Kevin Kothe, Public Works
Deputy Chief Eric West, Fire Department	George Kutz, Public Works
Linda Foutch, McLean County Health Dept.	Troy Olson, Public Works
Bob Moews, Parks & Recreation Department	Colleen Winterland, Public Works
Assistant Chief Greg Scott, Police Department	Brett Lueschen, Water Department
Melissa Hon, Economic Development	

MEETING DATE: March 14, 2019
SPONSORING ORGANIZATION(S): WGLT
CONTACT PERSON: Melissa Libert
PHONE: [REDACTED]
EMAIL: [REDACTED]
APPLICATION RECEIVED: Yes
CERTIFICATE OF INSURANCE RECEIVED: Yes
HOLD HARMLESS: Yes

NATURE OF EVENT: Jazz and Blues concert in Downtown area using Main St, Center St, and Jefferson St. Beer vending by Maguire's Pub will be located at the south end of Center St. Large stage installed in the intersection of Center St and Jefferson St facing southeast.

TRAFFIC CONTROL ARRANGEMENTS: Close Center St from Washington St to the alleyway before Monroe St, and Jefferson St from Main St to the alley after the Illinois House and Main St from Washington to Jefferson.

Post "No Parking" signs 36 hours in advance on Jefferson St from Main St to Madison St, on Center St from Monroe St to Washington St and Main Street from Jefferson to Washington.

Post "No Parking" signs in the three (3) parking spaces on the southwest corner of the 300 block of Main St (Main & Jefferson).

Post "No parking" signs in the three (3) parking on the northwest corner of Jefferson Street at Center Street by 9 a.m. Thursday, June 6th

SPECIAL EVENT PERMIT

POLICE: All vehicles located in restricted areas will be towed at the owner's expense by Joe's Towing. Vehicles will be relocated to Joe's holding lot.

PUBLIC WORKS WILL PROVIDE THE FOLLOWING: Set up will be the same as Farmers Market (200 block of North Main, 200 block of North Center and 100 block of West Jefferson). Crews will post "No-Parking signs" on the southwest corner of the 300 block of Main St by 3 pm Thursday, June 6 and post "No parking" signs in the three (3) parking on the northwest corner of Jefferson Street at Center Street by 9 a.m. Thursday, June 6. Crews will close all other streets beginning at 5:00 am Saturday to allow time to erect the stage. Supply 600' of orange fencing to use behind the stage area and barricades to close streets. Two dump trucks will be needed for garbage. Place one dump truck on Center at the northwest corner of Center St and Washington St, and a second dump truck inside barricades on Center Street just south of the alley north of Jefferson, by 8:00 am on Saturday, June 8 and remove by 6:00 am on Sunday, June 9.

After the event is over, crews will open the streets at 11:00 pm on Saturday, June 9.

PARKS & RECREATION WILL PROVIDE THE FOLLOWING: P&R will provide twenty-five (25) picnic tables, with at least one ADA compliant, and thirty-six (36) trash barrels with appropriate liners no later than 1 pm on Saturday, June 8. **Request that city staff be provided to haul trash in bags to the dump trucks provided by the city.**

LIQUOR: Each business who intends to sell/serve liquor outside of their original approved premise must contact the City Clerk Department at (309)434-2240 to obtain the correct application and information needed. If applicable, the organizer will be scheduled to appear at a regular Liquor Commission Meeting to provide details to the Commissioners regarding the event. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer's item will then continue on to the appropriate City Council Meeting for approval. If approved, the organizer must contact the City Clerk Department to obtain any necessary information or certificates required before serving/selling liquor.

If the only required liquor aspect is Suspending the Ordinance to allow Possession of Open Alcohol on Public Property, the City Clerk Department will place the event on the next applicable Liquor Commission Agenda to be considered. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer's item will then continue on to the appropriate City Council Meeting for approval. The organizer may call the City Clerk Department at (309)434-2240 on the day following the assigned City Council Meeting to make sure the item was approved. If so, the organizer does not need additional documentation to show the approval of the Ordinance Suspension.

ORGANIZER RESPONSIBILITIES:

1. Notify residents and businesses about event at least two (2) weeks prior to event.
2. Organizer will pick up trash barrel liners from the Parks Dept on June 8.
3. Provide security detail of eight (8) so that adequate controls are in place for alcohol consumption in the concert area.
4. Provide staff for cleanup of barricaded event area.
5. No alcohol shall be allowed to leave the designated event area. Last call will be given at 9:00 pm. Ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band.
6. Obtain tent permit for 10 x 30 tent; contact Building Safety Division at 434-2226.
7. Obtain special liquor license, appear in front of Liquor Commission and the City Council
8. Appoint a designated volunteer or staff person to be in charge of ensuring that barricades remain intact. It is the City's recommendation that barricades not be moved. Only the designated volunteer(s) can move the barricades, if necessary. The designated person must meet with Public Works staff prior to the event so that staff can train the volunteer on proper barricade set up. You can make this appointment by calling

SPECIAL EVENT PERMIT

Colleen Winterland at 309-434-2225. If that volunteer is not available, contact Police, non-emergency 309-820-8888 prior to moving barricades. Keep in mind Staff at this number will not be able to respond instantly. It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff, except for the designated volunteer(s). Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such. There is a fine ranging from \$250-\$500 for illegal moving the barricades or other traffic control devices.

City contacts: Colleen Winterland Monday – Friday between 7:30 a.m. and 4:30 p.m. at 309-434-2384, Bob Moews, Parks Superintendent, 309-275-1764, Catherine Dunlap, Downtown Development 309-278-7980, and Police Sgt. Desk, 309-434-2360

No pets or coolers will be allowed.

It is the responsibility of the organizer to ensure that nobody removes, changes, or anyway interferes with the setup of barricades, signs, or any other traffic control device set up by City staff. Contact the Police, non-emergency 309-820-8888, to report anyone tampering of such.

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

Illinois Vehicle Code.

5/11–311. Interference with official traffic-control devices or railroad signs or signals

§ 11–311. Interference with official traffic-control devices or railroad signs or signals. No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device, or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof.

Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor, punishable by a fine of at least \$250 in addition to any other penalties which may be imposed.

P.A. 76–1586, § 11–311, eff. July 1, 1970. Amended by P.A. 80–911, § 1, eff. Oct. 1, 1977; P.A. 83–672, § 1, eff. Jan. 1, 1984. Formerly Ill.Rev.Stat.1991, Ch. 95 1/2, ¶ 11–311.

FOR OFFICE USE ONLY

Notes: _____



GLT Summer Concert 2019

Center Street

barricade

Dump truck for garbage delivered when barricades placed. Park on Center St just south of the alley.



snow fencing to close off back-stage - leave "gate" for band access

power generator

Need 3 parking spaces reserved at northwest corner of Main & Jefferson for generator. (Bud Johnson brings in Friday night)

10 x 30' Sponsor Tent

Stage

Stage arrives at 8AM on Saturday

GLT Tent 20x20'

Food

barricade

Food vendors

100 W Jefferson

Sound

Food

Maguires

snow fencing

10 x 20' Beer Tent

Dump truck for garbage delivered when barricades placed. Park on the NW corner of Center & Washington - as close to the corner as possible to leave room for portable toilets with back of truck open to concert grounds.

Beer Wagons

handwashing stations

25 picnic tables

36 trash containers



McLean County Museum of History

200 N Main

Vendor 10x10'

Vendor 10x10'

Vendor 10x10'

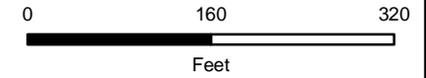
Vendor 10x10'

barricade

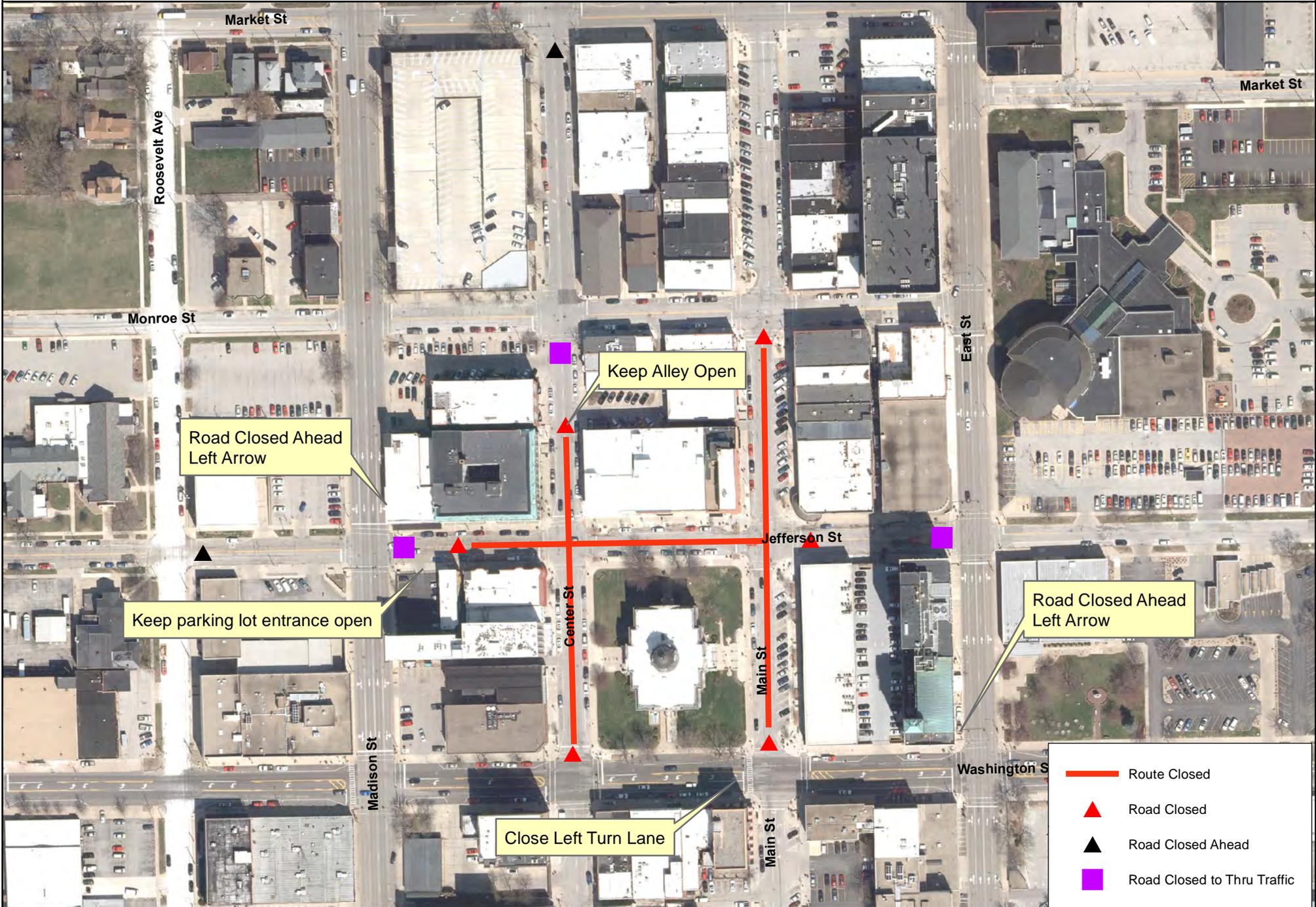
100 W Washington

barricade

Saturday Cogs & Corsets GLT



Date: 3/29/2019



Road Closed Ahead
Left Arrow

Keep Alley Open

Keep parking lot entrance open

Close Left Turn Lane

Road Closed Ahead
Left Arrow

- Route Closed
- ▲ Road Closed
- ▲ Road Closed Ahead
- Road Closed to Thru Traffic



CONSENT AGENDA ITEM NO. 7CC

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of an Ordinance Suspending Portions of Chapter 6 of the Bloomington City Code Prohibiting Possession of Open Alcohol in Public for Tony's Tacos Downtown's Cinco de Mayo event on Saturday, May 4, 2019, from 1:00 P.M. to 9:45 P.M., as requested by the City Clerk Department.

RECOMMENDATION/MOTION: The Ordinance be approved, and the Mayor and Interim 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: The Bloomington Liquor Commission met on April 9, 2019, to consider the Request of Ortiz, Norma d/b/a Tony's Tacos Downtown for Suspension of Portions of Chapter 6 of the Bloomington City Code Prohibiting Possession of Open Alcohol in Public for its Cinco de Mayo event on Saturday, May 4, 2019, from 1:00 p.m. to 9:45 p.m. The request will allow alcohol to be possessed and consumed in the designated area consisting of the first two parking spots on Front Street, past the Main and Front Street intersection in front of 105 W. Front Street.

Present were Commissioners Tari Renner and Jim Jordan; Staff present were George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Jerry DePaz, representative of Tony's Tacos Downtown, attended the meeting to speak on behalf of the item. Mr. DePaz stated the closure of the two parking spaces is for overflow of patrons within the establishment.

Asst. Police Chief Greg Scott stated the only concerns police have is that the parking spaces are well marked off to keep customers away from traffic. Mr. DePaz stated this would be done.

Commissioner Jordan clarified there should be a clearly marked entrance and exit where IDs will be checked as people come in and out. Mr. DePaz stated this would also be done.

Commissioner Jordan made a motion, which was seconded by Commissioner Renner to approve the item.

Ayes: Commissioners Jordan and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Financial & Budgetary Review By: Chris Tomerlin, Budget Manager

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

Recommended by:



Tim Gleason
City Manager

Attachments:

- CLK 7B ORDINANCE TONY'S TACOS DOWNTOWN CINCO DE MAYO
- CLK 7C SE PERMIT TONY'S TACOS DOWNTOWN CINCO DE MAYO

ORDINANCE NO. 2019 - __

AN ORDINANCE SUSPENDING PORTIONS OF SECTION 26(d) OF CHAPTER 6 OF THE BLOOMINGTON CITY CODE TO ALLOW POSSESSION OF OPEN ALCOHOL ON PUBLIC PROPERTY IN THE FIRST TWO PARKING SPOTS ON FRONT STREET, PAST THE MAIN AND FRONT STREET INTERSECTION IN FRONT OF 105 W. FRONT STREET FOR TONY'S TACOS DOWNTOWN'S CINCO DE MAYO EVENT

WHEREAS, Tony's Tacos Downtown will hold an outdoor event in the first two parking spots on Front Street, past the Main and Front Street intersection in front of 105 W. Front Street on Saturday, May 4, 2019; and

WHEREAS, Tony's Tacos Downtown requested permission to allow sales and consumption of all types of liquor during the event in the first two parking spots on Front Street, past the Main and Front Street intersection in front of 105 W. Front Street; and

WHEREAS, to allow possession of an open container of alcohol on a public street, Section 26(d) of Chapter 6 of the Bloomington City Code, which prohibits the possession of open containers of alcohol on public streets, must be suspended.

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

Section 1: That Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, is suspended on May 4, 2019 from 1 P.M. to 9:45 P.M in in the first two parking spots on Front Street, past the Main and Front Street intersection in front of 105 W. Front Street. The following conditions apply to this suspension:

- (a) the suspension shall be effective only as to persons inside the designated area wearing event-related wristbands;
- (b) the suspension shall be effective only as to persons having in their possession alcoholic beverages in plastic or paper cups purchased from an event vendor.

Section 2: Except for the date, times, and location and conditions set forth in Section 1 of this Ordinance, Section 26(d) of Chapter 6 of the Bloomington City Code, 1960, as amended, shall remain in full force and effect. Nothing in this ordinance shall be interpreted as repealing said Section 26(d).

Section 3: This Ordinance shall be effective on the date of its passage and approval.

Section 4: This Ordinance is adopted pursuant to the home rule authority granted the City of Bloomington by Article VII, Section 6 of the 1970 Illinois Constitution.

PASSED this 22nd of April 2019.

APPROVED this ____ of April 2019.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Yocum, Interim City Clerk

SPECIAL EVENT PERMIT

Tony's Tacos Downtown Cinco de Mayo Party

DATE: SATURDAY, May 4, 2019

TIME: 1 – 9: 45 p.m.

Date Prepared: March 14, 2019; **REVISED: March 21, 2019**

DISTRIBUTION LIST	
Tim Gleason, City Manager	Billy Tyus, Deputy City Manager
City Clerk's Office Staff	Assistant Chief Ken Bays, Police Department
Tricia Stiller, Economic Development	Phil Allyn, Traffic Engineer, Public Works
Catherine Dunlap, Economic Development	Darwin Miles, Public Works
Melissa Hon, Economic Development	Bill Givens, Public Works
Bob Mahrt, Community Development	Jim Karch, Public Works
Martin Glaze, Connect Transit	Kevin Kothe, Public Works
Russ Waller, Facilities	George Kutz, Public Works
Deputy Chief Eric West, Fire Department	Troy Olson, Public Works
Linda Foutch, McLean County Health Dept.	Colleen Winterland, Public Works
Bob Moews, Parks & Recreation Department	Brett Lueschen, Water Department
Assistant Chief Greg Scott, Police Department	

MEETING DATE: March 14, 2019

SPONSORING ORGANIZATION(S): Tony's Tacos - Downtown

CONTACT PERSON: Gerardo DePaz

PHONE NO.: [REDACTED]

EMAIL:

APPLICATION RECEIVED: Yes

CERTIFICATE OF INSURANCE RECEIVED: Yes

HOLD HARMLESS: Yes

NATURE OF EVENT: Extended outdoor seating to celebrate Cinco de Mayo

TRAFFIC CONTROL ARRANGEMENTS: Close of the first two parking spots on Front Street, past the Main and Front Street intersection in front of 105 W. Front.

POLICE: All vehicles located in restricted areas will be towed, starting at 8 am, at the owner's expense by Joe's Towing. Vehicles will be relocated to Joe's holding lot. Possible crowd and congestion control. Will provide trailer camera(s), if available.

LIQUOR: Each business who intends to sell/serve liquor outside of their original approved premise must contact the City Clerk's Office at (309)434-2240 to obtain the correct application and information needed. Once the City Clerk's Office has received the correct documentation, the organizer will be scheduled to appear at a regular Liquor Commission Meeting to provide details to the Commissioners regarding the event. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer's item will then continue on to the appropriate City Council Meeting for approval. If approved, the organizer

SPECIAL EVENT PERMIT

must contact the City Clerk's Office to obtain any necessary information or certificates required before serving/selling liquor.

If the only required liquor aspect is Suspending the Ordinance to allow Possession of Open Alcohol on Public Property, the City Clerk's Office will place the event on the next applicable Liquor Commission Agenda to be considered. **The organizer must attend this meeting.** If approved at the Liquor Commission, the organizer's item will then continue on to the appropriate City Council Meeting for approval. The organizer may call the City Clerk Office at (309)434-2240 on the day following the assigned City Council Meeting to make sure the item was approved. If so, the organizer does not need additional documentation to show the approval of the Ordinance Suspension.

PUBLIC WORKS WILL PROVIDE THE FOLLOWING: Crews will post "No Parking Saturday, May 4, 11 am to 10:30 pm" signs by 11 pm Thursday, May 2 for the two parking spaces in front of Tony's Taco's. Provide/place two (2) Type I barricades per parklet space starting at 1:00 pm on Saturday

ORGANIZER RESPONSIBILITIES:

1. Notify residents, property owners, and businesses about event at least one (1) week prior to event within a three block or 1,000 feet in every direction of the event site. Include in the notification that the Liquor Commission will review your request for a suspension of ordinance.
2. The organizer is in charge of all garbage and recycle collection and disposal. Increase the number of garbage and recycling containers from last year. Ensure that the streets are returned to the same condition they were in prior to the event.
3. Provide security/volunteers so that no one leaves the designated area with alcohol.
4. No alcohol shall be allowed to leave the event area. Last call will be given at 9:45 pm. Ensure that anyone who purchases alcohol to be consumed inside the event area wears a wrist band.
5. Clearly delineate the perimeter separating the event area from the road to force ingress and egress from the curbside only.
6. Leave and uninterrupted space on the sidewalk between the parking spaces and the outdoor café so that those with ADA can safely navigate the
7. Contact the City Clerk's office to start your liquor license process.
8. Communicate with all bars/restaurants in the area that if they wish to participate in selling beer and wine for consumption outside their establishment they must use the same wristbands and plastic cups as the lead bar/organizer.
9. Contacts for Saturday, May 4: Police dispatch, 309-820-8888 and Public Works Colleen Winterland, 309-275-8492.

CANCELLATION POLICY: If you need to cancel your event, please call the Bloomington Police non-emergency number at 309-820-8888 at least 2 hours prior to your event. They will notify the appropriate department staff. The more advance notice you can provide helps the staff considerably.

Illinois Vehicle Code:

5/11-311. Interference with official traffic-control devices or railroad signs or signals

SPECIAL EVENT PERMIT

§ 11-311. Interference with official traffic-control devices or railroad signs or signals. No person shall without lawful authority attempt to or in fact alter, deface, injure, knock down, or remove any official traffic-control device, or any railroad sign or signal or any inscription, shield, or insignia thereon, or any other part thereof.

Every person who is convicted of a violation of this Section shall be guilty of a Class A misdemeanor, punishable by a fine of at least \$250 in addition to any other penalties which may be imposed.

P.A. 76-1586, § 11-311, eff. July 1, 1970. Amended by P.A. 80-911, § 1, eff. Oct. 1, 1977; P.A. 83-672, § 1, eff. Jan. 1, 1984. Formerly Ill.Rev.Stat.1991, ch. 95 1/2, 11-311.

FOR OFFICE USE ONLY

Notes: _____

DRAFT



CONSENT AGENDA ITEM NO. 7DD

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: City Clerk

SUBJECT: Consideration of a request by the Bloomington-Normal Jaycees, whose event will be held at Miller Park Zoo, located at 1020 S. Morris Ave., requesting a Class LB liquor license, which allows the sale of beer and wine by the glass for consumption on the premises on the date of the event, as requested by the City Clerk Department.

RECOMMENDATION/MOTION: The request by the Bloomington-Normal Jaycees be approved.

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: The Bloomington Liquor Commission met on April 9, 2019, to consider the request by the Bloomington-Normal Jaycees, whose event will be held at Miller Park Zoo, located at 1020 S. Morris Ave., requesting a Class LB liquor license, which allows the sale of beer and wine by the glass for consumption on the premises on the date of the event.

Present were Commissioners Tari Renner and Jim Jordan; Staff present were George Boyle, Asst. Corporation Counsel, Asst. Police Chief Greg Scott, and Ashley Lara, Legislative Assistant.

Megan Bruner, representative of the Bloomington-Normal Jaycees, spoke on behalf of the item. Ms. Bruner stated this is the fourth year of the event and they are expecting a high attendance this year.

Police and Legal have no concerns.

Commissioner Jordan made a motion, which was seconded by Commissioner Renner to approve the item.

Ayes: Commissioners Jordan and Renner.

Nays: None.

Motion carried.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with City Code, on March 29, 2019, public notice was published in the Pantagraph. No courtesy copies of the Public Notice were mailed due to there being no neighboring properties. The Agenda for the April 9, 2019 meeting of the Liquor Commission was placed on the City's website.

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Ashley Lara, Legislative Assistant

Legal Review By: George D. Boyle, Assistant 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:

- CLK 5B APPLICATION - BLMNML JAYCEES - CREATION LB



Bloomington ILLINOIS

APPLICATION FOR CLASS "L" LIMITED LIQUOR LICENSE

Check Appropriate Category:

LB (Beer & Wine Only) LA (All Types)

APPLICANT INFORMATION

Name of Civic, Service, Charitable, Fraternal or Social Organization, Group or Entity seeking license: Bloomington Normal Jaycees

Physical Address of Organization: 511 Manchester Rd. Normal, IL 61761

Names and addresses of 3 to 5 responsible current members, officers or directors of the organization, group or entity:

Name: Megan Brunner Phone Number: [REDACTED]

Name: Andi Whalen Phone Number: [REDACTED]

Name: Amy Jeffries Phone Number: [REDACTED]

Name: Hannah Howell Phone Number: [REDACTED]

Name: Eric Barbary Phone Number: [REDACTED]

EVENT INFORMATION

The location where the limited alcoholic liquor license will be utilized:

Name of Establishment: Miller Park Zoo

Address: 7020 S. Main St. Arc. City/State: Bloomington, IL Zip Code: 61701

Date(s) on which the Limited alcoholic liquor license will be utilized:

Friday May 17, 2009



Hours during which alcohol will be sold: 5pm-8pm

Is the premises within 100 feet of any church, school, hospital, home for the aged or indigent persons, or for War Veterans, their wives or children? Y N

Description of the activity or event in connection with which the limited alcoholic liquor license will be utilized, specifying the nature of the proposed entertainment, if any: this is a closed ticket only event with beer, wine and food tastings - proceeds benefiting Miller Park Zoological Society

Estimate of number of persons expected to attend: 500

Description of the proposed procedures for handling the following:

A. Crowd control: 700 is placed in with an auto-lock door

B. Identification check: Taxies and 700 personnel at gate check-in 21 & older only

Has the civic, service, charitable, fraternal or social organization, group or entity applying for this license been in existence continuously for at least one year (Please Circle)? Y N

a. If so, please list Date Established: 1957

Is the civic, service, charitable, fraternal or social organization, group or entity applying for this license incorporated under the laws of the State of Illinois (Please Circle)? Y N

a. If so, please list Date Incorporated: 1957

Has the civic, service, charitable, fraternal or social organization, group or entity seeking a Limited Alcoholic Liquor License received such a licensee within the past year (Please Circle)? Y N

a. If so, please list how many: 2

Name and contact number(s) for the person(s) attending the Liquor Commission:

Name: Megan Brunner Phone Number: 
Name: Tony Brown Phone Number: 
Name: Ben Jeffreys Phone Number: 

Submit completed application to the City Clerk's Office *not less than 60 days prior* to the date on which license, if granted, will be utilized.

The following shall be provided **at the time of application submission**:

- A. Proof of Dram Shop Insurance Policy showing coverage for the event with the following in the description field: date(s), location, and time(s). *The City of Bloomington must be listed as the Certificate Holder.*
- B. Surety bond in the amount of \$2,000 in favor of the City of Bloomington guaranteeing applicants' faithful observance of all of the provisions of the City of Bloomington Liquor Code, State and Federal laws regulating the sale and service of alcohol. *(Must provide an end date)*
- C. BASSET Certificates *(Who Should be Certified: Bartenders, Bar Backs, Servers, Managers, other staff that checks IDs. Actual copy of the certificate is required; screenshots or pictures will not be accepted.)*
- D. Certificate of Good Standing with the State of Illinois **(The information can be found at www.sos.state.il.us or call (217) 782-6961/6875 to order a certificate.)** *(Applies to Corporations and Limited Liability companies only.)*

The undersigned, being first duly sworn, affirms that all matters and things set out on this application are true and correct, and that all items enumerated on this application will be complied with.

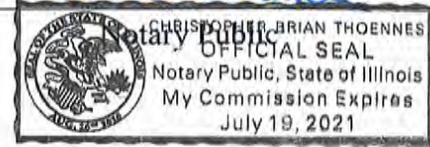
MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC

Andrea Whalen
Printed Name of Applicant


Signature of Applicant

Subscribed and sworn to before me this 14th day of March, 2019, ~~2018~~

My Commission Expires: 07/19/2021

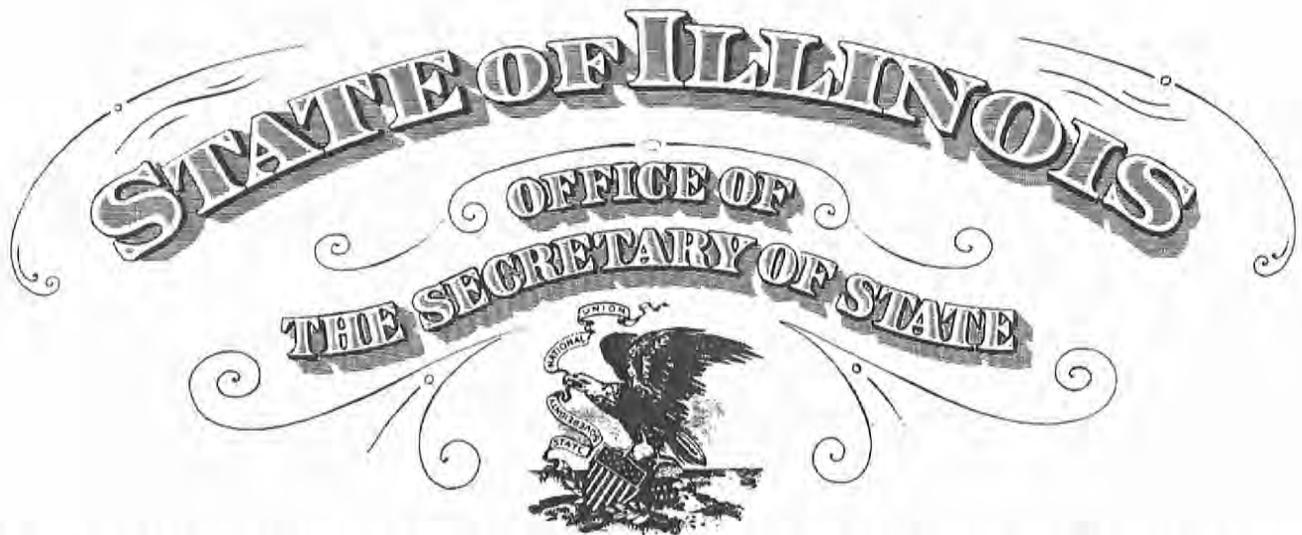
Chris Thoenes
 OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires July 19, 2021

OFFICE USE ONLY

03-15-19 Date Received/Paid (\$100/Day; \$50/Additional)
 _____ Receipt # _____ Check # (if applicable) alana Staff Initials
 DRAM Certificate \$2,000 Surety Bond
 Emergency Call-In Sheet Certificate of Good Standing

File Number

3690-415-1



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

BLOOMINGTON-NORMAL JAYCEES, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 23, 1957, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 21ST day of MARCH A.D. 2018 .

Jesse White

SECRETARY OF STATE

PUBLIC HEARING



PUBLIC HEARING AGENDA ITEM NO. 8A

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Community Development

SUBJECT: Public hearing for the 2019 Community Development Block Grant (CDBG) Action Plan and consideration of authorizing the submittal of the 2019 Action Plan to the U.S. Department of Housing and Urban Development, as requested by the Community Development Department.

RECOMMENDATION/MOTION: The Public Hearing is open to receive comments on the 2019 CDBG Action Plan to the U.S. Department of Housing and Urban Development.

STRATEGIC PLAN LINK: Goals 2. Upgrade City Infrastructure and Facilities; 4. Strong Neighborhoods; and 5. Great Place to Live-Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks; 4b. Upgraded quality of older housing stock; and 5b. City decisions consistent with plans and policies.

BACKGROUND: On May 1, 2019, the Community Development Department will begin its 45th year of managing the City's Community Development Block Grant (CDBG), funded by the US Department of Housing and Urban Development. The 2019 program year will be the 5th and final year of the 2015-2019 Consolidated Plan.

When selecting activities to support with CDBG funding, HUD requires the City to pursue the following overriding goal: Develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low and moderate income persons. The expenditure of CDBG funds must meet the needs of the community as identified in the approved 2015-2019 Consolidated Plan. The projects and activities outlined in the 2019 Annual Action Plan were selected based on those identified needs.

The 2019 Annual Action plan was made available for public review and comment on Monday, March 25, 2019. Notice of Availability was published in the Pantagraph on March 25th and the PATH-O-Gram emailed on March 26, 2019. Staff mailed the notice to more than 50 local organizations and tribal historic preservation officers. The notice has been posted to the City's website, FaceBook, and the NextDoor app as well. Per the City's 2018 Citizen Participation Plan, the City must conduct a public hearing and consider all comments offered prior to submitting the Action Plan to HUD.

The Budget-At-A-Glance outlines funding for activities included in the 2019 Annual Action Plan. The full plan can be viewed at: <http://www.cityblm.org/government/departments/community-development/block-grant/action-plan>

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Neighborhood Associations (Gridley Allen Pricketts, Irvin Park, Dimmit’s Grove, Downtown Bloomington, Franklin Square Association, Near East Side, Northwest Neighborhood, Oakwoods, Davis-Jefferson Historical, Olde Town, South Hill, Founder’s Grove, Lang’s Alley, Evergreen Place, South Oakland, and Wood Hill Towers); Local Organizations (100 Black Men of Central Illinois, AMBUCS Cornbelt Chapter, The Baby Fold, BACC, CYFS, Children’s Home and Aid, MCCA, CHCC, Connect Transit, DHS McLean County, ROE, Division of Rehab Services, ECIAAA, Experience Works, Faith in Action, Family Community Resource Center, Habitat, Heartland Head Start, Home Sweet Home Ministries, Homes of Hope, Bloomington Housing Authority, Human Service Council, Immigration Project, Integrity Counseling, LIFECIL, Marcfirst, CHS, MC Urban League, MC Local Interagency Council, NAACP, NAMI MC, PATH, Prairie State Legal Services, Project Oz, Recycling Furniture for Families, Salvation Army, St. Vincent DePaul Society, United Way of McLean County, Veterans Assistance Commission, WBRP, Western Avenue Community Center, YWCA Labyrinth, YWCA, CCRRN, and Boys and Girls Club); Tribal Historic Preservation Offices (Menominee Indian Tribe of Wisconsin, Miami Tribe of Oklahoma, Osage Nation, Kickapoo Tribe of Oklahoma, Kickapoo Tribe of Indians of the Kickapoo, Delaware Nation/Oklahoma).

FINANCIAL IMPACT: Delay or lack of approval would result in a loss of approximately \$550,000 in federal grant funding used for programs benefitting low and moderate income households within the City. Stakeholders can locate information related to the CDBG program in the FY 2019 Proposed Budget Book titled “Other Funds and Capital Improvement” beginning on page 19.

COMMUNITY DEVELOPMENT IMPACT: Goal N-1.2: Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area, Objective a: City should continue to use CDBG grants to support/partner with organizations such as the West Bloomington Revitalization project to have a collective impact on revitalization; Goal H–2.3: Rehabilitate housing in the designated Regeneration Area, Objective h. Carefully evaluate the rehabilitation potential of vacant/abandoned homes before demolition; Goal CWB-1. End Chronic homelessness and reduce the severity of situational homelessness, Objective CWB-1.1a: The City of Bloomington should actively partner with groups such as McLean County Continuum of Care and Human Service Council to address factors contributing to homelessness; and Goal TAQ-1.4: Pedestrian safety for users of all transportation facilities, Objective 1.4c: Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers.

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

Respectfully submitted for Council consideration.

Prepared By:	Jennifer Toney, Grants Coordinator
Reviewed By:	Bob Mahrt, Community Development Director
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 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- CD 1B ATTACH 2019 CDBG BUDGET AT A GLANCE

2019-2020 CDBG Proposed Budget/Projects

<u>Goal and Associated Projects</u>	<u>CDBG Funding</u>
Goal: Decent Housing - Rehabilitation	\$ 275,050.00
Project #1 - Rehabilitation Loans and Grants (\$247,500)	
Project #2 - Rehabilitation Service Delivery Costs Misc. (\$2,550)	
Project #2 - Rehabilitation Service Delivery - Environmental Testing/Clearance (\$15,000)	
Project #2 - Rehabilitation Service Delivery Costs - RRP Training (\$10,000)	
Goal: NA - Administration and General Management	\$ 61,850.00
Project #3 - Planner at McLean County Regional Planning Commission (\$30,000)	
Project #3 - Costs associated with administering grant (\$21,850)	
Project #3 - Prairie State Legal Services (\$10,000)	
Goal: Creating Economic Opportunity - Job/Life Skills	
Project #3 - Section 3 Job Training (Bloomington Housing Authority) (\$10,000)	\$ 10,000.00
Goal: Sustainable Living Environment - Demolition Program	\$ 146,749.00
Project #4 - Demolition Costs with Service Delivery (\$146,749)	
Goal: Sustainable Living Environment - Public Services	\$ 57,280.00
Project #5 Homeless Services Program (\$23,680)	
Project #5 Peace Meals (\$15,000)	
Project #5 WBRP Project Leader (\$13,600)	
Project #5 Partners for Community (\$5,000)	
Goal: Sustainable Living Environment Infrastructure	\$ 80,000.00
Project #6 Dimmitt's Grove Sidewalk Project (\$80,000)	
Goal: Sustainable Living Environment Public Facilities	\$ 22,500.00
Project #6: HHS Entrance (\$10,000)	
Project #6: MCCA Security Camera (\$12,500)	
Goal: Sustainable Living Environments - Emergency Grant	\$ 20,000.00
Project #5 Emergency Grant (\$20,000)	
Goal: West Bloomington Revitalization Project	\$ 10,000.00
Project #7 WBRP Façade Program (\$10,000)	
Subtotal	\$ 683,429.00
<u>RECONCILIATION</u>	
CDBG Allocation (May 1, 2019 - April 30, 2020/PY45)	\$ 552,428.00
Anticipated Program Income	\$ 31,001.00
Anticipated Carry-forward Funds (Estimated on projects remaining for PY44)	\$ 100,000.00
Subtotal	\$ 683,429.00

REGULAR AGENDA



CITY OF
Bloomington ILLINOIS
REGULAR AGENDA ITEM NO. 9A

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Community Development Department

SUBJECT: Consideration of a Resolution approving the submittal of the 2019 Community Development Block Grant (CDBG) Annual Action Plan to the U.S. Department of Housing and Urban Development, as requested by the Community Development Department.

RECOMMENDATION/MOTION: The Resolution be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

STRATEGIC PLAN LINK: Goals 2. Upgrade City Infrastructure and Facilities; 4. Strong Neighborhoods; and 5. Great Place to Live-Livable, Sustainable City.

STRATEGIC PLAN SIGNIFICANCE: Objectives 2a. Better quality roads and sidewalks; 4b. Upgraded quality of older housing stock; and 5b. City decisions consistent with plans and policies.

BACKGROUND: On May 1, 2019, the Community Development Department will begin its 45th year of managing the City's Community Development Block Grant (CDBG), funded by the US Department of Housing and Urban Development. The 2019 program year will be the 5th and final year of the 2015-2019 Consolidated Plan.

When selecting activities to support with CDBG funding, HUD requires the City to pursue the following overriding goal: Develop viable urban communities by providing decent housing and a suitable living environment and expanding economic opportunities principally for low and moderate income persons. The expenditure of CDBG funds must meet the needs of the community as identified in the approved 2015-2019 Consolidated Plan. The projects and activities outlined in the 2019 Annual Action Plan were selected based on those identified needs.

The 2019 Annual Action plan was made available for public review and comment on Monday, March 25, 2019. Notice of Availability was published in the Pantagraph on March 25th and the PATH-O-Gram emailed on March 26, 2019. Staff mailed the notice to more than 50 local organizations and tribal historic preservation officers. The notice has been posted to the City's website, FaceBook, and the NextDoor app as well. Per the City's 2018 Citizen Participation Plan, the City must conduct a public hearing and consider all comments offered prior to submitting the Action Plan to HUD.

The Budget-At-A-Glance outlines funding for activities included in the 2019 Annual Action Plan. The full plan can be viewed at: <http://www.cityblm.org/government/departments/community-development/block-grant/action-plan>

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Neighborhood Associations (Gridley Allen Pricketts, Irvin Park, Dimmit’s Grove, Downtown Bloomington, Franklin Square Association, Near East Side, Northwest Neighborhood, Oakwoods, Davis-Jefferson Historical, Olde Town, South Hill, Founder’s Grove, Lang’s Alley, Evergreen Place, South Oakland, and Wood Hill Towers); Local Organizations (100 Black Men of Central Illinois, AMBUCS Cornbelt Chapter, The Baby Fold, BACC, CYFS, Children’s Home and Aid, MCCA, CHCC, Connect Transit, DHS McLean County, ROE, Division of Rehab Services, ECIAAA, Experience Works, Faith in Action, Family Community Resource Center, Habitat, Heartland Head Start, Home Sweet Home Ministries, Homes of Hope, Bloomington Housing Authority, Human Service Council, Immigration Project, Integrity Counseling, LIFECIL, Marcfirst, CHS, MC Urban League, MC Local Interagency Council, NAACP, NAMI MC, PATH, Prairie State Legal Services, Project Oz, Recycling Furniture for Families, Salvation Army, St. Vincent DePaul Society, United Way of McLean County, Veterans Assistance Commission, WBRP, Western Avenue Community Center, YWCA Labyrinth, YWCA, CCRRN, and Boys and Girls Club); Tribal Historic Preservation Offices (Menominee Indian Tribe of Wisconsin, Miami Tribe of Oklahoma, Osage Nation, Kickapoo Tribe of Oklahoma, Kickapoo Tribe of Indians of the Kickapoo, Delaware Nation/Oklahoma).

FINANCIAL IMPACT: Delay or lack of approval would result in a loss of approximately \$550,000 in federal grant funding used for programs benefitting low and moderate income households within the City. Stakeholders can locate information related to the CDBG program in the FY 2019 Proposed Budget Book titled “Proposed Other Funds and Capital Improvement” beginning on page 19.

COMMUNITY DEVELOPMENT IMPACT: Goal N-1.2: Prioritize, with urgency, the revitalization of the neighborhoods in the Regeneration area, Objective a: City should continue to use CDBG grants to support/partner with organizations such as the West Bloomington Revitalization project to have a collective impact on revitalization; Goal H—2.3: Rehabilitate housing in the designated Regeneration Area, Objective h. Carefully evaluate the rehabilitation potential of vacant/abandoned homes before demolition; Goal CWB-1. End Chronic homelessness and reduce the severity of situational homelessness, Objective CWB-1.1a: The City of Bloomington should actively partner with groups such as McLean County Continuum of Care and Human Service Council to address factors contributing to homelessness; and Goal TAQ-1.4: Pedestrian safety for users of all transportation facilities, Objective 1.4c: Provide pedestrians with safe access throughout the transportation network, facilitating access to facilities such as transit, businesses, parks and neighborhood centers.

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

Respectfully submitted for Council consideration.

Prepared By:	Jennifer Toney, Grants Coordinator
Reviewed By:	Bob Mahrt, Community Development Director
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 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- CD 3B RESOLUTION - PY45 CDBG ACTION PLAN

RESOLUTION NO. 2019-

RESOLUTION AUTHORIZING THE FILING OF A COMMUNITY DEVELOPMENT PROGRAM
APPLICATION FOR PROGRAM YEAR FORTY-FIVE (45)
(May 1, 2019-April 30, 2020)

WHEREAS, it is necessary and in the public interest that the City of Bloomington, otherwise known as the Local Public Agency, avail itself of the financial assistance provided by Title I of the Housing and Community Development Act of 1987, to continue a Community Development Program; and

WHEREAS, it is necessary for the Local Public Agency to certify that it will carry out the provisions of the Housing and Community Development Act of 1974, regulations.

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

That an application on behalf of the City of Bloomington for a grant under said Title I in the amount of \$673,952 as the full amount available for undertaking and financing the forty-fifth (45th) increment of such program is hereby approved: and

1. The Mayor is hereby authorized and directed to execute and to file such application with the Department of Housing and Urban Development;
2. The Code Enforcement Division Manager is hereby authorized to act as the certifying officer and assure the status of a responsible Federal Official under the National Environmental Protection Act of 1969; to act as the assuring officer for the City of Bloomington that the Local Point Agency shall comply with those items listed on HUD application forms.
2. The Counsel for the Community Development Department is hereby authorized and directed to file legal certification.
3. The Community Development Grants Coordinator, is hereby authorized and directed to provide such additional information and to furnish such documents as may be required on behalf of the Department of Housing and Urban Development, and to act as the authorized correspondent of the City of Bloomington.
4. The City Clerk is hereby authorized and directed to certify such documents as needed by the Department of Housing and Urban Development on behalf of the City of Bloomington.

ADOPTED this 22nd day of April, 2019.

APPROVED this ____ day of April, 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



REGULAR AGENDA ITEM NO. 9B

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration and action on an Amendment to the Agreement for Professional Management Services with VenuWorks for the Management and Operation of the Grossinger Motors Arena, as requested by the Administration Department.

RECOMMENDATION/MOTION: The Amendment to Agreement for Professional Management Services be approved, and the Mayor and Interim City Clerk authorized to execute the Amendment.

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

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

BACKGROUND: On July 1, 2016, an Agreement for Professional Management Services ("Agreement") was made between the City and VenuWorks for the operation and management of the Grossinger Motors Arena (f/k/a U.S. Cellular Coliseum and hereinafter "Arena"). With two additional years left on the five-year Agreement, VenuWorks has agreed to amend the Agreement to more clearly delineate the operational maximum budget targets for the Arena and to further limit the operational loss exposure of the City.

A summary of the proposed changes include:

1. The Amendment adds language to the Agreement requiring that any proposed budget deficit cannot exceed \$350,000. To ensure this maximum target is not exceeded, the "disincentive fee" was expanded to put 50% of both VenuWork's base and variable management fees at risk. For calculation purposes, the City agrees to: (1) split the actual utility, maintenance, building and related costs that exceed the budgeted amount (i.e., meaning if the utility budget is \$300,000 and utilities actually cost \$350,000, only \$325,000 will go against the deficit calculation and not the entire \$350,000); and (2) not count the actual costs of building repairs and maintenance work in excess of the budgeted amount that is directed by the City. Since the FY20 budget contains about a \$400,000 deficit, the Amendment provides VenuWorks will propose a new budget to reflect the \$350,000 requirement by June 1, 2019. It should be noted that the Arena Fund is split into two divisions: City and Venue. The City side includes the facility debt service and all major building repairs and maintenance. The Venue side is the entertainment division. The budget amendments above are related to this division only, which VenuWorks currently manages.
2. The other major modification to the Agreement includes a provision that VenuWorks can begin charging a "market rate" for parking at events where more than 500

attendees are expected. The City will receive \$1.50 for each car and all other parking revenues will go to the "bottom-line" of the Arena. This will replace the \$.50 received under the previous ticketing structure.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The FY2020 Adopted Budget includes a General Fund deficit subsidy to the Venue division of the Arena Fund of \$399,675. If the 'Amendment to Agreement for Professional Management Services' is approved, a revised FY2020 Venue (VenuWorks) budget will be proposed, with a related Budget Amendment, incorporating the maximum \$350,000 deficit subsidy.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Jeffrey R. Jurgens, Corporation Counsel

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

Recommended by:



Tim Gleason
City Manager

Attachments:

- ADMIN 1B AMENDMENT

**AMENDMENT TO AGREEMENT
FOR PROFESSIONAL MANAGEMENT SERVICES**

This Agreement, made and entered into this ___ day of April, 2019, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter “CITY”), and VENUWORKS OF BLOOMINGTON, LLC, (hereinafter “VenuWorks”), WITNESSETH that:

WHEREAS, on July 1, 2016, an Agreement for Professional Management Services (“Agreement”) was made between the City and VenuWorks for the operation and management of the Grossing Motors Arena (f/k/a U.S. Cellular Coliseum); and

WHEREAS, the Agreement provides the parties may amend it by written agreement executed by both parties; and

WHEREAS, the parties desire to amend the Agreement, as set forth herein, to limit the operational loss exposure of the City and improve the success of the Arena.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.
2. Amendments to Agreement. The Agreement for Professional Management Services shall be amended as follows:

A. **4.1 Delivery of Budget**

On a date to be determined by the City Manager each year during the term, VENUWORKS shall submit to the City Manager a proposed annual operating and capital budget for the ensuing year, and if feasible for four future years, detailing all projected Revenues and Operating Expenses by line item, summed by category, and broken down by month, with written explanations and assumptions for each Revenue and Operating Expense line item. Beginning with Fiscal Year 2020, and all subsequent fiscal years, the annual operating budget may not contain a deficit in excess of \$350,000. As the Fiscal Year 2020 budget was already adopted with a larger deficit, VENUWORKS shall propose a new budget that meets the deficit requirements by June 1, 2019. The proposed annual operating budget shall include a proposed rent structure for events proposed to take place in the Facility for the ensuing year. For each event occurring in the Facility with expected attendance of over five hundred (500) attendees, VENUWORKS shall collect a market rate parking fee for vehicles parked in parking spaces in the parking

structure adjacent to the Facility. VENUWORKS shall submit to the CITY, for the CITY'S approval, a plan for maximizing the revenues generated through the collection of parking fees and CITY shall document the number of cars parked and all revenues collected on an event by event basis. One dollar and fifty cents (\$1.50) per car parked, in lieu of the current fifty cents (\$.50) per ticket paid to the CITY, shall be paid to the CITY Facility Department, with remaining revenues accruing to the bottom line of the Facility.

B. 5.3 Disincentive Fee.

CITY and VENUWORKS will work to establish a mutually agreeable Annual Budget for each fiscal year of the contract term. The first fiscal year will be a "stub-year" beginning on July 1, 2016 and ending on April 30, 2017. The second fiscal year, and all subsequent years will begin on May 1st and end on April 30th. The proposed annual budget shall be reviewed by CITY in accordance with CITY'S budget development schedule. Upon final approval by CITY, the proposed annual budget shall become the final annual budget (the "Annual Budget") for the year. Beginning with Fiscal Year 2020, and all subsequent fiscal years, the annual budget shall not have a deficit (or budgetary target loss) in excess of \$350,000.00. For the fiscal year beginning May 1, 2017 and all subsequent fiscal years, VENUWORKS will be subject to a disincentive fee as described herein. Should VENUWORKS fail to meet the budgetary target for a given fiscal year, it shall refund the shortfall to the CITY up to ~~an~~ the amount equal to fifty percent (50%) of the total combined Base Management Fee and the Variable Management Fee paid to VENUWORKS for the fiscal year. ~~of the total Variable Management Fee as defined above.~~ Any disincentive payment due to the CITY shall be paid by VENUWORKS within ten (10) working days of the CITY's receipt and acceptance of the audited financial report for the fiscal year in question. For clarification, the budgetary target will be defined as the Net Ordinary Income/Loss prior to debt service, depreciation, amortization, capital expense, interest expense, and budgeted operating subsidy, meaning funding that is provided to the Facility from a funding source not derived from use of the Facility. For example, if the budgetary target is agreed upon to be a profit of \$100,000 and the actual operating profit is only \$50,000 VENUWORKS will refund to CITY the amount of the budgetary shortfall (\$50,000) or 50% of the combined total Base Management Fee and Variable Management Fee VENUWORKS ~~the total of the Variable Management Fees~~ earned for the fiscal year, whichever is less. In computing the Disincentive Fee, if the actual expenses for gas, water, and electric services, along with the actual expenses for

repairs and maintenance to the Facility HVAC system, building, equipment and grounds exceed the approved annual budget for those items, the budgeted amount plus half of the excess of any such item shall be used in the calculation to determine any Disincentive Fee as opposed to the entire actual expense. In addition, if at the direction of the CITY the actual expense for repairs and maintenance to the Facility HVAC system, building, equipment and grounds exceed the budgeted amount, the amount by which the actual expense of the CITY directives exceeds the approved budget shall be excluded from the calculation of Disincentive Fees. The funding of operational cash flow for the Facility shall remain the responsibility of the CITY, as described in Sections 6.1 and 6.3 of the Agreement. The CITY will continue to fund the type of repair and maintenance items that the CITY has historically funded outside of the Facility budget. The expense for electric services, gas and water shall continue to be split between the Facility and the Pepsi Ice Center in the same proportions as were used in FY 2019.

3. In all other respects the Professional Management Services Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Professional Management Services Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

**VENUWORKS OF
BLOOMINGTON, LLC**

By: _____
Its Mayor

By: _____
Its President

ATTEST:

ATTEST:

By: _____
Its City Clerk

By: _____
Its Secretary



REGULAR AGENDA ITEM NO. 9C

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of a Resolution to approve acceptance and installation of a statute commemorating the history of aerial circus performers within the community, as requested by Administration.

RECOMMENDATION/MOTION: The Resolution Authorizing a Donor Agreement to accept and Install a Statute Commemorating the History of Aerial Circus Performers within the City of Bloomington, be approved and the Mayor and Interim City Clerk be authorized to execute the resolution.

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

STRATEGIC PLAN SIGNIFICANCE Objectives 5e. More attractive city: commercial areas and neighborhoods.

BACKGROUND: In November of 2018, John Wohlwend offered to facilitate the donation of a statue designed to commemorate the history of aerial circus performers within the City of Bloomington and the surrounding area. The statute is to be completed by artist Andrew Jumonville and placed at the corner of Washington Street and East Street within the City of Bloomington. This is the same location of the original YMCA in the City, which provided training facilities and accommodations for aerial circus performers from across the country.

Through the Public Building Commission, the City and County jointly control the property where the statute will be located and believe such to be a fitting placement due to its unique history.

The proposed resolution allows the City Manager to enter into a donor agreement to: (1) accept joint ownership of the statute, along with the County; and (2) permit placement of the statute at the corner of Washington Street and East Street.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

Jeffrey R. Jurgens, Corporation Counsel

Finance & Budgetary Review By:

Chris Tomerlin, Budget Manager

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- LGL 1B RESOLUTION

RESOLUTION NO. 2019 - __

**A RESOLUTION AUTHORIZING A DONOR AGREEMENT TO ACCEPT AND INSTALL A STATUE
COMMEMORATING THE HISTORY OF AERIAL CIRCUS PERFORMERS WITHIN THE CITY OF
BLOOMINGTON**

WHEREAS, in November of 2018, John Wohlwend came forward with an offer to facilitate the donation of a statue to be created by artist Andrew Jumonville commemorating the history of aerial circus performers within the City of Bloomington and the surrounding area (hereinafter "the Statue") for display on property jointly controlled by the City and County of McLean; and

WHEREAS, the original YMCA in the City, which was located at the corner of Washington Street and East Street (hereinafter "Property"), provided training facilities and accommodations for aerial circus performers from across the country; and

WHEREAS, through the Public Building Commission, the City and County now jointly control the Property and believe such location is fitting for placement of the Statutes; and

WHEREAS, Mr. Wohlwend has commissioned a design and maquette of the Statute, which has been made available for inspection to the City; and

WHEREAS, Mr. Wohlwend has obtained sponsors for the completion and installation of the Statute; and

WHEREAS, the City is empowered to accept gifts of personal property as an exercise of its corporate powers under 65 ILCS 11-61-1.5; now, therefore,

BE IT RESOLVED, that upon concurrence by McLean County and the provision of funds by the Statue's sponsors, the City Council shall permit installation of the Statue on the corner of Washington Street and East Street in Bloomington, Illinois; and

BE IT FURTHER RESOLVED that the City Manager is hereby authorized to enter into a donor agreement to accept the Statue as commissioned by Mr. Wohlwend in accordance with the aforementioned conditions.

ADOPTED by the Bloomington City Council this 22nd day of April, 2019

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



REGULAR AGENDA ITEM NO. 9D

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of a reorganization of the City Clerk Department to increase efficiencies via an Ordinance amending the City Code to update the list of City departments and modernize the duties and functions of the City Clerk department, as requested by the Administration Department.

RECOMMENDATION/MOTION: The Ordinance Amending Chapter 2 of the City Code Regarding Duties and Functions of the City Clerk Department be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: To help further encourage increased efficiencies and a customer service focused department, the City Manager is proposing to reorganize the City Clerk Department. The reorganization will include making changes to several positions within the department, as well as moving the Contract Administrator position from the Legal department to the City Clerk Department. It is through these changes that the City will experience a reduction of one FTE, an estimated \$35,000 annual savings in salaries and an overall more efficient, customer service friendly department.

The proposed ordinance seeks to modernize the duties and functions of the City Clerk, including to make the office a formal "department" within the City Code. The City Clerk will remain the keeper of all City records, including contracts, and will be responsible for running a department focused on increasing City efficiencies in a customer service focused environment. Under the changes to the City Code, updates were also made to the City's provisions on FOIA requests, to remove dated references and to reflect the provisions of the Illinois Freedom of Information Act.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: It is anticipated that the City Clerk reorganization will save an estimated \$35,000 in annual salary expense. City Clerk Full Time Salary Expense is captured in account (10011310-6100). Stakeholders can locate this in the FY2020 Proposed Budget Book titled "Budget Overview and General Fund" on page 120.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Reviewed By: Leslie Yocum, Interim City Clerk

Finance & Budgetary Review By: Scott Rathbun, Finance Director

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:

- None.

ORDINANCE NO. 2019 - __

AN ORDINANCE AMENDING CHAPTER 2 OF THE CITY CODE REGARDING DUTIES AND FUNCTIONS OF THE CITY CLERK DEPARTMENT

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

WHEREAS, the City Code provides that the City Clerk is appointed by the City Manager with the advice and consent of the City Council; and

WHEREAS, the provisions on the office of the City Clerk within the City Code have not been updated in many years and the City Manager desires to formally reorganize the City Clerk's office, as set forth in this Ordinance, to create additional efficiencies within the City structure.

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. Article III of Chapter 2 of the City Code shall be amended by adding "City Clerk" in Section 29 to the list of enumerated City Departments.

SECTION 3. Article III of Chapter 2 of the City Code, Section 43(J) shall be amended as follows:

- J. Shall be the head of the City Clerk Department and He shall designate deputies.⁷ ~~the position of Records and Information Manager will also hold the title of Chief Deputy Clerk, and the Support Staff IV and V will also hold the title of Deputy Clerk.~~—In the absence of the Clerk in case of sickness or otherwise, the Chief Deputy Clerk shall be empowered to perform all duties of the Clerk. The Deputy Clerks when authorized and directed may affix the seal of the municipality and attest documents in said capacity and those documents will have the same effect as if they had been executed by the Clerk. Such designation shall be effective upon approval by the City Manager.

SECTION 4. Article III of Chapter 2 of the City Code, Section 45 and Sections 45.1 - 45.5 shall be deleted in their entirety and replaced as follows:

Section 45: Clerk to be Appointed by City Manager.

The City Clerk shall be appointed by the City Manager with the advice and consent of the City Council for an indefinite period. The City Manager's power of appointment shall include the power to appoint a City Clerk on a probationary or acting basis. The City Clerk may be removed in the same manner as other appointed officials of the City.

Section 45.1: City Clerk Department; Functions.

The City Clerk Department shall consist of the City Clerk, which shall be considered a department head for purposes of the City Personnel Manual, and such other employees necessary to carry out the functions of the office. The salary of the City Clerk shall be set by the City Manager in a manner consistent with the City's budget. The functions of the City Clerk Department shall include, but not be limited to those duties outlined in Sections 43 and 44, processing and issuing City licenses, records retention, processing and responding to Freedom of Information Act requests, posting meeting notices and agendas as directed, preparing the packet for City Council meetings as directed, and processing and handling City contracts.

Section 45.2: Custodian of Official Papers

A. The City Clerk is hereby named as custodian of all papers, files and documents of every nature, including contracts and agreements of the City authorized by the City Council.

B. The City Clerk shall keep all such papers, files and documents of every nature, including all City contracts and agreements, and arrange the same methodically and systematically.

Section 45.3: Disclosure of Public Records.

(a) The City Clerk shall be designated as the Freedom of Information Officer of the City and shall be responsible for the City's compliance with the Freedom of Information Act. The City Clerk may designate one or more individuals to respond to requests received by the City under the Freedom of Information Act.

(b) Fee Schedule. The fees for copying and provisions of records under the Freedom of Information Act shall be as set forth in the Schedule of Fees.

Section 45.4: Other Powers and Duties.

The City Clerk shall have all other powers and duties and shall be subject to all applicable provisions of the Illinois Municipal Code and the Bloomington City Code.

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

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

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

SECTION 8. This ordinance shall be effective immediately after the date of its publication as required by law.

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

PASSED this 22nd day of April 2019.

APPROVED this ____ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk



REGULAR AGENDA ITEM NO. 9E

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Administration

SUBJECT: Consideration of the appointment of Leslie Yocum as City Clerk, as requested by the Administration Department.

RECOMMENDATION/MOTION: A motion be approved consenting to the appointment of Leslie Yocum as the City Clerk for the City.

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

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

BACKGROUND: The City Code, Chapter 2, Section 45.1, provides the City Clerk shall be appointed by the City Manager with the advice and consent of City Council. She is qualified to succeed Cherry Lawson as City Clerk and has been the acting Interim City Clerk since Ms. Lawson's departure in December.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There are budgeted funds for this position in the FY2019 and FY2020 Budgets; both budgets have already been approved by Council. Salary differences will not materially affect the Fiscal budgets. Stakeholders can locate information related to the City Clerk's Office in the FY2020 Proposed Budget Book titled "Budget Overview and General Fund" starting on page 117.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Leslie Yocum, Interim City Clerk

Finance & Budgetary Review By: Scott Rathbun, Finance Director

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- None.



REGULAR AGENDA ITEM NO. 9F

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Human Resources, Public Works, and Parks, Recreation, and Cultural Arts

SUBJECT: Ratification of Contract with AFSCME Local 699, as requested by the Human Resources, Public Works, and Parks, Recreation, and Cultural Arts Departments.

RECOMMENDATION/MOTION: The AFSCME Local 699 Contract be ratified.

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

STRATEGIC PLAN SIGNIFICANCE: Objectives 1d. City services delivery in the most cost-effective, efficient manner and 1e. Partnering with others for the most cost-effective service delivery.

BACKGROUND: On February 22, 2019, Local 699 and City staff began negotiating the terms of a collective bargaining agreement to replace the agreement which will expire on April 30, 2019. Local 699 represents employees in the Public Works, Parks, Recreation and Cultural Arts, Police and Facilities Departments. The expired agreement can be located at www.cityblm.org under Human Resources in a folder titled Labor Contracts. The parties were able to reach a Tentative Agreement and the Union ratified the Tentative Agreement on April 17, 2019. Highlights from the Tentative Agreement include:

Sick Leave Buy Back - In October 2018, the City Council passed Ordinance 2018-96 in support of finding a way to ease the financial impact associated with Sick Leave buyback. We believe this agreement, if approved, will bring significant savings to the city as it will effectively end future sick leave buy back-related accelerated pension payments and reduce the artificial inflation of employee pensions for this employee group after May 1, 2020. This City Council goal was accomplished through what we would call a fair give and take between both parties and an appreciated willingness by Local 699 to modify the timing of how accrued sick leave is paid to eligible employees.

Employees will be allowed to retire/resign and receive eligible Sick Leave Buy Back (SLBB) payments in accordance with the current payout practice through April 30, 2020 if they provide notice by October 31, 2019. Any employee who fails to provide such notice or leaves after May 1, 2020 shall be paid out for sick leave in a manner which does not incur an Accelerated Payment from Sick Leave Buy Back from IMRF. Employees leaving prior to April 30, 2020, who have Sick Leave Buy Back paid out under the current practice, who do not draw their pension immediately will result in a future Accelerated Payment when the employee applies for their pension.

Sick Leave Buy Back maximums increased to 1,440 hours for employees in the 699 Tier 1 and 75% of 960 hours for employees in 699 Tier II. Employees must have at least 350 hours of sick

leave to be eligible for Sick Leave Buy Bank. Supplemental Sick Leave accrued prior to April 30, 2020, may be used to reach the Sick Leave Buy Back maximums. No new Supplemental Sick Leave will be accrued after April 30, 2020. As of May 1, 2020, all bargaining unit employees who are at the maximum allowable Sick Leave balance (960 or 720) will have up to 50% (4 hours) paid monthly into a Retirement Health Savings (RHS) Account.

Please note that Accelerated Payments may be prompted through other payments such as overtime and vacation.

Wages/Term - The parties agreed to a three (3) year contract term. In the first year of the contract, employees will receive an across the board increase effective May 1, 2019 of 1.25% and a November 1, 2019 increase of 1.25%. Only those employees who are not retiring/resigning under the current Sick Leave Buy Back practice will receive the November 1, 2019 increase retroactive back to May 1, 2019. The across the board increase on the second year of the contract is effective May 1, 2020 at 3% and the third year of the contract is effective May 1, 2021 at 2.5%. Employees who are not eligible for SLBB will receive a \$250 signing bonus and those employees eligible for SLBB (but not leaving prior to April 30, 2020) will receive a \$1,000 signing bonus.

Vacation - The vacation accrual schedule was modified to allow employees to receive one (1) week of vacation at six (6) months and one (1) week of vacation at one (1) year. Employees will be eligible for three (3) weeks of vacation at five (5) years (previously 8 years) and four (4) weeks (previously 15 years) of vacation at eleven (11) years.

Snow Eligibility/Comp Time - The parties were able to reach an agreement for the use of a Snow Eligibility List to be used in situations where employees would be forced in to work a snow and ice event when we are unable to voluntarily reach minimum staffing requirements for the operation. Employees will be allowed to bank up to 16 hours of overtime from snow and ice operations to be used as Compensatory Time Off.

Residency - The Residency Requirement for employees has been extended from 15.00 miles to 25.00 miles. The parties agreed to allow probationary employees 90 days after the end of their probationary period to meet the residency requirement.

Allowances - The Uniform Allowance was increased for eligible employees by \$50 in each year of the contract. The Tool Allowance for Fleet Equipment Operators was increased by \$100 in the first year of the contract and \$50 in the second and third year of the contract.

Insurance - A Health Savings Account (HSA) eligible PPO (High Deductible Health Insurance Plan) was added as of 1/1/2020, as a Health Insurance option for Local 699 employees. The union agreed the City has an exclusive right to alter or amend the HSA plan, seed contributions, etc. The parties agreed to the Enhanced Vision Insurance changes.

Maintenance of Bargaining Unit - The parties agreed during the term of the contract to increase the number of Local 699 employees by two (2) FTE's over what was approved in the FY 2020 budget. The parties agreed to maintain this staffing language during the term of the contract which will expire on April 30, 2022.

Park Maintenance Staffing and Seasonal Employees - The parties reached agreement on work that can be performed by qualified seasonal employees and a clear list of equipment use by various Park Maintenance job classifications.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT:

- **Rate Increase:** Increase in hourly rates over the three year term of this contract will result in an anticipated cost of approximately \$525,000 related to the current base, with approximately 54% in the General Fund:
 - FY2020 costs of \$161K were not included in the FY2020 adopted budget (approximately \$87K for the General Fund). It is anticipated vacancy savings will partially offset this increase, with the remainder accommodated by Operational budget management.
 - FY2021 costs of \$196K will be captured in that year's budget process.
 - FY2022 costs of \$168K will be captured in that year' budget process.
- **Signing Bonus:** The signing bonus for employees ineligible for Sick Leave Buy Back is estimated at \$4,000, with those eligible estimated at \$75,000 (approximately \$43K for the General Fund). Both will be paid in FY2020. These costs were not included in the FY2020 adopted budget. It is anticipated vacancy savings will partially offset this increase, with the remainder accommodated by Operational budget management.
- **Cost Avoidance (SLBB):** City Staff anticipates a number of retirements as a result of this new language, as 16 employees within the bargaining unit could leave the City by 4/30/20 and have their SLBB paid in a way that would positively impact their pension benefit. However, by making this change there will be least 61 Local 699 employees who, when retiring from the City, will have SLBB payments made in a way that will not impact their pension. While IMRF Accelerated Payments for union employees have approached the \$140k threshold, most Accelerated Payments received cost the City between \$20k-\$60k per individual. That said, long-term cost savings to the City is significant. Depending on the materiality of the Accelerated Payment volume, Fund Balance (City Cash Reserves) may be used so that the City may address this long-term exposure.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By: Angie Brown, Asst. Human Resources Manager

Reviewed By: Nicole Albertson, Human Resources Director

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

Legal Review By: Jeffrey R. Jurgens, Corporation Counsel

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- None.



REGULAR AGENDA ITEM NO. 9G

FOR COUNCIL: April 22, 2019

SPONSORING DEPARTMENT: Finance and Administration

SUBJECT: Consideration of an Ordinance creating a new Capital Improvement Fund, titled the Capital Improvement Asphalt & Concrete Fund, as requested by the Administration and Finance Departments.

RECOMMENDATION/MOTION: The Ordinance Establishing a Separate Fund within the City Budget to Track Revenues and Expenses Related to the Maintenance and Repair of City Streets and Sidewalks be approved, and the Mayor and Interim City Clerk be authorized to execute the necessary documents.

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

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

BACKGROUND: The City raises revenue from two sources which are dedicated to the maintenance of the City's streets and sidewalks: the City's tax on local motor fuel, pursuant to Ordinance No. 2014-34 and No. 2019-20; and a portion of the City's Home Rule Sales Tax, pursuant to Ordinance No. 2015-62. In order to increase transparency and specifically track those related revenues and expenses, Staff recommends a separate Capital Improvement Fund, the Capital Improvement Asphalt and Concrete Fund, be established. This Fund will be used solely for sidewalks and street maintenance projects within the City, which may include overlay projects, concrete or asphalt resurfacing and other related street maintenance projects specifically approved by the City Council, as well as sidewalk repair and maintenance. The existing Capital Improvement Fund will remain in effect and continue to be used for execution of the other General Fund related capital projects.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, all associated fund balance and related FY 2020 revenues and expenses will be transferred from the existing Capital Improvement Fund to the new Capital Improvement Asphalt and Concrete Fund. No net change to the pending FY 2020 Budget will occur.

COMMUNITY DEVELOPMENT IMPACT: N/A

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

Respectfully submitted for Council consideration.

Prepared By:

Scott Rathbun, Finance Director

Finance 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 'T. Gleason', with a stylized flourish at the end.

Tim Gleason
City Manager

Attachments:

- FIN 1B ORDINANCE CAPITAL IMPROVEMENT ASPHALT AND CONCRETE

ORDINANCE NO. 2019 - __

AN ORDINANCE ESTABLISHING A SEPARATE FUND WITHIN THE CITY BUDGET TO TRACK REVENUES AND EXPENSES RELATED TO THE MAINTENANCE AND REPAIR OF CITY STREETS & SIDEWALKS

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

WHEREAS, the City of Bloomington is a home-rule municipality located in the County of McLean, State of Illinois; and

WHEREAS, The City raises revenue from two sources which are dedicated to the maintenance of the City's streets and sidewalks : the City's tax on local motor fuel, pursuant to Ordinance No. 2014-34 and No. 2019-20; and a portion of the City's Home Rule Sales Tax, pursuant to Ordinance No. 2015-62.

WHEREAS, the City Council desires to specify its intent that the revenues raised through the City's tax on local motor fuel, pursuant to Ordinance No. 2014-34 and No. 2019-20; and a portion of the City's Home Rule Sales Tax, pursuant to Ordinance No. 2015-62, go directly to fund street maintenance projects within the City, which may include overlay projects, concrete or asphalt resurfacing and other related street maintenance projects specifically approved by the City Council, as well as sidewalk repair and maintenance projects; and

WHEREAS, the FY 2020 Budget & Appropriation Ordinance, adopted on April 8, 2019, contains a specific fund title the Capital Improvement Asphalt & Concrete Fund (hereinafter "Fund"); and

WHEREAS, the City Council desires to utilize the Fund to increase transparency and specifically track the revenues and projects associated with the revenues from the above-referenced ordinances and projects.

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

SECTION 1. The above stated recitals are incorporated herein by reference.

SECTION 2. The City Manager and Finance Director shall incorporate a separate fund within the City Budget, to be known as the Capital Improvement Asphalt and Concrete Fund. This Fund shall specifically track all revenues and expenses related to street maintenance projects within the City, which may include overlay projects, concrete or asphalt resurfacing and other related street maintenance projects specifically approved by the City Council, as well as sidewalk repair and maintenance projects, to be paid for from revenues generated through the City's tax on local motor fuel, pursuant to Ordinance No. 2014-34 and No. 2019-20; and a portion of the City's Home-Rule Sales Tax, pursuant to Ordinance No. 2015-62.

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

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

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

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

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

PASSED this 22nd day of April 2019.

APPROVED this ____ day of April 2019.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Yocum, Interim City Clerk