

PROPOSED AGENDA FOR TOWN COUNCIL MEETING

Monday, April 15, 2024

7:00 p.m.

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Public Comment
5. OMNIBUS VOTE AGENDA
(All items under the Omnibus Vote Agenda are considered to be routine in nature and will be enacted by one motion. There will be no separate discussions of these items unless a Council Member so requests, in which event, the item will be removed from the Omnibus Vote Agenda and considered as the first item after approval of the Omnibus Vote Agenda.)
 - A. Approval of the Minutes of the Regular Council Meeting of April 1, 2024
 - B. Report to Receive and File Town of Normal Expenditures for Payment as of April 10 2024
 - C. Resolution Authorizing Annual Support of the Small Business Development Center (SBDC)
 - D. Resolution Authorizing the Execution of a Collective Bargaining Agreement with the Police Benevolent and Protective Association Unit 22 and Approving an Associated Budget Adjustment
 - E. Resolution to Waive the Formal Bid Process and Accept the Quotes from Walker Process Equipment Totaling \$184,650 and Automatic Systems Co. Totaling \$11,968 For Equipment to Rehabilitate Clarifier #2
 - F. Resolution to Accept Bids and Award a Contract to All Weather Courts for Ironwood Park Tennis and Pickleball Court Resurfacing Project in the amount of \$60,874
 - G. Resolution Waiving the Formal Bidding Process and Approving the Acquisition of Furniture from Widmer Interiors in the Amount of \$53,243.51 through the Omnia Joint Purchasing Program

- H. Resolution to Waive the Formal Bidding Process and Accept Quote Totaling \$74,839.23 from Minuteman for the Purchase of Security Cameras, Genetec Licenses, Installation, and Integration Services; and \$100,650 from Cell Electric for Conduit Installation and Wiring for Security Cameras in All Three Uptown Parking Decks for a Combined Project Cost of \$175,489.23
- I. An Ordinance Amending the Purchasing Policy Manual Concerning the Purchase of Software and Cloud-Based Services

6. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA

GENERAL ORDERS

None

NEW BUSINESS

None

PUBLIC COMMENT

CONCERNS

ADJOURNMENT

Omnibus Vote

MINUTES OF THE REGULAR MEETING OF THE NORMAL TOWN COUNCIL HELD IN THE COUNCIL CHAMBERS, NORMAL CITY HALL, FOURTH FLOOR UPTOWN STATION, 11 UPTOWN CIRCLE, NORMAL, MCLEAN COUNTY, ILLINOIS – MONDAY, APRIL 1, 2024.

1. CALL TO ORDER:

Mayor Koos called the Regular Meeting of the Normal Town Council to Order at 7:00 p.m., Monday, April 1, 2024.

2. ROLL CALL:

The Clerk called the roll with the following persons

PRESENT: Mayor Chris Koos and Councilmembers Kevin McCarthy, Scott Preston, Kathleen Lorenz, Andy Byars, Chemberly Harris, and Karyn Smith, also present were City Manager Pamela Reece, Interim Assistant City Manager Brian Day, Interim Corporation Counsel Jason Querciagrossa, and Town Clerk Angie Huonker.

ABSENT: None.

3. PLEDGE OF ALLEGIANCE:

Mayor Koos led the Pledge of Allegiance to the Flag.

4. PUBLIC COMMENT:

Mayor Koos called attention to the passing of former Normal Mayor Kent Karraker and asked to observe a moment of silence.

There was no Public Comment.

5. OMNIBUS VOTE AGENDA:

Mayor Koos read aloud the items to be considered by the Omnibus Vote Agenda.

A. APPROVAL OF THE MINUTES OF THE PUBLIC HEARING OF MARCH 4, 2023. APPROVAL OF THE MINUTES OF THE REGULAR COUNCIL MEETING OF MARCH 18, 2024

B. REPORT TO RECEIVE AND FILE TOWN OF NORMAL EXPENDITURES FOR PAYMENT AS OF MARCH 27, 2024

C. A MOTION AUTHORIZING THE EXECUTION OF A SIDE LETTER BETWEEN THE TOWN OF NORMAL AND LOCAL #2442 OF THE INTERNATIONAL ASSOCIATION OF FIREFIGHTERS, AFL-CIO, AND APPROVING AN ASSOCIATED BUDGET ADJUSTMENT

D. RESOLUTION ADOPTING A NOTICE OF APPOINTMENT OF AUTHORIZED AGENT FOR THE ILLINOIS MUNICIPAL RETIREMENT FUND: Resolution No. 6233

- E. RESOLUTION AUTHORIZING THE FILING OF THE TOWN OF NORMAL'S COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ANNUAL ACTION PLAN FOR PROGRAM YEAR 2024-2025: Resolution No. 6234
- F. RESOLUTION ACCEPTING BIDS AND AUTHORIZING THE PURCHASE OF FOUR 2024 FORD PICKUP TRUCKS FROM BOB RIDINGS FLEET SALES IN THE AMOUNT OF \$210,597: Resolution No. 6235
- G. RESOLUTION TO ACCEPT BIDS AND AWARD A CONTRACT TO ROWE CONSTRUCTION, A DIVISION OF UNITED CONTRACTORS MIDWEST, INC., FOR THE GREGORY STREET RESURFACING (COTTAGE AVE. TO ADELAIDE ST.) PROJECT IN THE AMOUNT OF \$698,295.66: Resolution No. 6236
- H. RESOLUTION AUTHORIZING BID AWARD CONCURRENCE THROUGH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR THE GREGORY STREET TRAIL EXTENSION FROM ADELAIDE STREET TO PARKSIDE ROAD
- I. RESOLUTION AUTHORIZING BID AWARD CONCURRENCE THROUGH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR WEST COLLEGE AVENUE FROM RIVIAN MOTORWAY TO NORFOLK SOUTHERN RAILROAD (NSRR) AND AN ASSOCIATED BUDGET
- J. RESOLUTION TO ACCEPT BIDS AND AWARD A CONTRACT TO STARK EXCAVATING INC. FOR IRONWOOD PARK DRAINAGE PROJECT IN THE AMOUNT OF \$66,500: Resolution No. 6237

MOTION:

Councilmember Harris moved, seconded by Councilmember McCarthy, the Council Approval of the Omnibus Vote Agenda.

AYES: Lorenz, Harris, Byars, Smith, Preston, McCarthy, Koos.

NAYS: None.

Motion declared carried.

Items H and I were removed from Omnibus Vote by Councilmember McCarthy.

Items A, B, C, D, E, F, G, and J were approved by Omnibus Vote.

6. ITEMS REMOVED FROM OMNIBUS VOTE AGENDA:

RESOLUTION AUTHORIZING BID AWARD CONCURRENCE THROUGH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR THE GREGORY STREET TRAIL EXTENSION FROM ADELAIDE STREET TO PARKSIDE ROAD: Resolution No. 6238

MOTION:

Councilmember McCarthy moved, seconded by Councilmember Preston, the Council Approval of a Resolution Authorizing Bid Award Concurrence through the Illinois Department of Transportation (IDOT) for the Gregory Street Trail Extension from Adelaide Street to Parkside Road.

AYES: Harris, Byars, Smith, Preston, McCarthy, Lorenz, Koos.

NAYS: None.

Motion declared carried.

Councilmember Kevin McCarthy highlighted the significant funding of the infrastructure project and its importance in connecting the west side to the current trail system.

RESOLUTION AUTHORIZING BID AWARD CONCURRENCE THROUGH THE ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) FOR WEST COLLEGE AVENUE FROM RIVIAN MOTORWAY TO NORFOLK SOUTHERN RAILROAD (NSRR) AND AN ASSOCIATED BUDGET ADJUSTMENT: Resolution No. 6239

MOTION:

Councilmember McCarthy moved, seconded by Councilmember Preston, the Council Approval of a Resolution Authorizing Bid Award Concurrence through the Illinois Department of Transportation (IDOT) for the West College Avenue from Rivian Motorway to Norfolk Southern Railroad (NSRR) and an Associated Budget Adjustment.

AYES: Byars, Smith, Preston, McCarthy, Lorenz, Harris, Koos.

NAYS: None.

Motion declared carried.

Councilmember Kevin McCarthy emphasized that this project offers additional transportation options when traveling to the west side, such as Rivian.

Councilmember Karyn Smith stated that this project will be completed in phases, with most of it beginning this year.

GENERAL ORDERS:

There were no General Orders.

NEW BUSINESS:

7. MOTION TO AUTHORIZE THE CITY MANAGER TO EXECUTE A SETTLEMENT AGREEMENT AND APPROVE AN ASSOCIATED BUDGET ADJUSTMENT

MOTION:

Councilmember McCarthy moved, seconded by Councilmember Harris, the Council Approval of a Motion to Authorize the City Manager to Execute a Settlement Agreement and Approve an Associated Budget Adjustment.

AYES: Smith, Preston, McCarthy, Lorenz, Harris, Byars, Koos.

NAYS: None.

Motion declared carried.

City Manager Pamela Reece clarified the purpose of the item, designating Interim Assistant City Manager Brian Day as the spokesperson for this matter.

8. PRESENTATION BY CONNECT TRANSIT:

Connect Transit General Manager David Braun presented an overview of Connect Transit's FY 2024 budget, comparing operating performances among Connect Transit, Connect Mobility, and Connect Flex. Additionally, a review of Connect Transit's financial performance was provided, emphasizing operating below budget for the past two years while also increasing revenue. Mr. Braun discussed various methods of public outreach and presented the final budget for FY 2024-25.

Councilmember Karyn Smith asked for clarification on the meaning of "unlinked trip." Mr. David Braun responded. Ms. Smith questioned how many electric buses they have and the maintenance costs and what the average ridership for the Connect mobility.

Councilmember Karyn Smith requested clarification on the meaning of "unlinked trip." Mr. Braun responded. Ms. Smith asked about the number of electric buses, their maintenance expenses, and average ridership for Connect Mobility. Mr. Braun responded.

Councilmember Kathleen Lorenz asked for clarification on the new zone that Connect Flex will serve. Mr. Braun responded. Ms. Lorenz requested further information on service productivity and future trends, and reasons for the increase in professional services expenses. Mr. Braun responded.

Councilmember Chemberly Harris requested that this information be provided to assist the Council in future decisions.

Councilmember Kevin McCarthy requested clarification regarding Connect Transit's capital budget. Mr. Braun responded, emphasizing Connect Transit's achievements in securing grants.

Councilmember Scott Preston commended the increase in ridership and productivity numbers. Mr. Preston also questioned whether the availability of only two of the 12 electric buses has any impact on the operation of fixed routes. Mr. Braun responded.

Councilmember Karyn Smith asked for an update on the progress of the Building Better Bus Stops initiative. Mr. Braun responded.

9. MOTION TO APPROVE REAPPOINTMENTS TO VARIOUS BOARDS, COMMISSIONS, AND COMMITTEES:

MOTION:

Councilmember Preston moved, seconded by Councilmember McCarthy, the Council Approval of a Motion to Approve Reappointments to Various Boards, Commissions, and Committees.

AYES: Preston, McCarthy, Lorenz, Harris, Byars, Smith, Koos.

NAYS: None.

Motion declared carried.

Councilmember Kevin McCarthy read allowed the following reappointments: (1) Nancy Armstrong, Historic Preservation Commission, term expiring March 31, 2028; (2) Janessa Williams, Human Relations Commission, term expiring March 31, 2028; (3) R.C. McBride, Planning Commission, term expiring March 31, 2028; (4) David Burnison, Uptown Design Review Commission, term expiring March 31, 2027.

PUBLIC COMMENTS:

There was no Public Comment.

10. CONCERNS:

Councilmember Karyn Smith announced that the Respect Run will take place on Sunday, April 7th, in Miller Park. Ms. Smith also mentioned that the Normal Public Library will temporarily relocate to Busey Bank during its construction period.

11. ADJOURNMENT

There being no further business to come before the Council, Mayor Koos called for a Motion to Adjourn the Regular Meeting of the Normal Town Council.

MOTION:

Councilmember McCarthy moved, seconded by Councilmember Harris, the Council Accept a Motion to Adjourn the Regular Meeting of the Normal Town Council.

AYES: McCarthy, Lorenz, Harris, Byars, Smith, Preston, Koos.

NAYS: None.

Motion declared carried.

Mayor Koos adjourned the Regular Meeting of the Normal Town Council at 7:42 p.m., Monday, April 1, 2024.

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

General Fund

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CIT TRUCKS LLC	INVENTORY PARTS	484.53
EAGLE AUTOMOTIVE	INVENTORY PARTS	273.36
EVERGREEN FS INC.	3241335 CREDIT MEMO	-447.95
EVERGREEN FS INC.	49240618 - DIESEL FUEL 76	25,391.60
NIRMAL,JAIN	HOUSEHOLD CREDIT BALANCE	40.00
ONSRUD, CRAIG	PRO SHOP INV PMT 3/3-3/30	3,735.43
ONSRUD, CRAIG	PRO SHOP TAX PMT 3/3-3/30	335.19
Parents of Elizabeth Stermer	CHECK REISSUE - 85502	162.92
Sean Terando	CHECK REISSUE - 80123	324.50
SPANISH BLOOMINGTON CONG.	CAC DEPOSIT REFUND	100.00
UDAYA SANKAR NUNOLU BABU	DEPOSIT REFUND FOR CAC RE	100.00
General Fund	- Total	30,499.58

General Fund Mayor & Council Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CHEMBERLY HARRIS	REIMB NLC CCC TRAVEL CHEM	757.05
INSTITUTE FOR THE FUTURE	J.SMITH WORKSHOP	3,250.00
General Fund	Mayor & Council	Administration
- Total		4,007.05

General Fund Administration - City Mgr Boards & Commissions

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CHEMBERLY HARRIS	REIMB NLC CCC TRAVEL YOAM	252.31
General Fund	Administration - City Mgr Boards & Commissions	- Total
		252.31

General Fund Administration - City Mgr General Expense Dept.

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ASSET Protection Unit, Inc	AMBULANCE/INSURANCE OVERP	100.72
Deborah Chavers	REFUND-D.CHAVERS	51.25
FOR A BETTER TOMORROW	STEAM EVENT SPONSORSHIP	250.00
James M. Horn	REFUND - J.HORN	500.00
MCGUIREWOODS LLP	MARCH 2024 SERVICES	4,000.00
MULTICULTURAL LEADERSHIP INSTITUTE	MCLP 2024 GRADUATION AD	500.00
REGIONAL OFFICE OF EDUCATION	SUMMER JOBS PROGRAMMING	10,000.00
UPTOWN CIRCLE DEVELOPMENT LLC	UPTOWN 1 RENT APR 2024	38,437.01
General Fund	Administration - City Mgr General Expense Dept.	- Total
		53,838.98

General Fund Administration - City Mgr Communications

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
MATT EDWARDS	TON VIDEO EDIT	250.00
Peoria County	REIMB COST OF WEBINAR	250.00
PICTURE THIS DIGITAL MEDIA LLC	MAIN ST BILLBOARD	466.20
General Fund	Administration - City Mgr Communications - Total	966.20

General Fund **Cultural Arts** **CDM**

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ASSOCIATION OF SCIENCE-TECH CENTERS	ASTC MEMBERSHIP RENEWAL	640.00
AVANTI'S ITALIAN RESTAURANT	FAMILY NIGHT CATERING	2,370.00
BLACKBAUD INC	BLACKBAUD USAGE	577.25
CONSTELLATION NEW ENERGY-GAS	FEB 24 UTILITIES	882.53
CUMULUS BROADCASTING LLC	ADS	990.00
CYBERSOURCE CORPORATION	CREDIT CARD FEES	291.48
ILLINOIS ART STATION	ART STUDIO COLLAB PYMNT 2	8,700.00
LAKESHORE LEARNING MATERIALS	EDUCATION SUPPLIES	549.68
MARIE GRIMM	PROGRAM INSTRUCTOR	100.00
MCLEAN CO CHAMBER OF COMMERCE	TWIN CITY SHOWCASE PKG	200.00
MENARDS	PVC SUPPLIES	151.20
PANTAGRAPH	CDM ADS	1,516.35
REPUBLIC SERVICES	GARBAGE COLLECTION	332.00
U S TOY COMPANY INC	STORE INVENTORY	64.00
VIRCO INC	LANDINGS TABLES & CHAIRS	10,556.00
VIRCO INC	TABLES&CHAIRS-PARTY ROOMS	7,888.00
WALMART COMMUNITY BRC	SUPPLIES	1,254.61
General Fund	Cultural Arts CDM - Total	37,063.10

General Fund **Cultural Arts** **Theater**

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ACE HARDWARE	PAINT	24.77
CITY BEVERAGE LLC	CONCESSIONS DELIVERY 4/12	405.80
CONSTELLATION NEW ENERGY-GAS	FEB 24 UTILITIES	1,213.94
CUMULUS BROADCASTING LLC	ADS	540.00
EXPO WAREHOUSE NORTH AMERICA	PIPES AND DRAPES	3,539.63
GOLD MEDAL- CHICAGO	CONCESSIONS	281.34
ILLINI MEDIA COMPANY	ADS	550.00
JAMES DURHAM	SOUND LABOR SERVICE CALL	125.00
LIONS GATE RELEASING LLC	FILM LICENSING	150.00
MAGNOLIA PICTURES	FILM LICENSING	250.00

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
MYSTAGE LLC	STAGES- STAIRS, RAILINGS	8,150.00
NEUHOFF FAMILY LIMITED PARTNERSHIP	ADS	1,730.90
PANTAGRAPH	THEATER ADS	900.00
UNIVERSAL FILM EXCHANGE INC	FILM MEDIA PURCHASE	200.00
General Fund	Cultural Arts Theater - Total	18,061.38

General Fund Cultural Arts Community Events

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
GOLD MEDAL- CHICAGO	CONCESSIONS	401.68
GUITAR WORLD	SOUND RENTAL	225.00
MENARDS	SUPPLIES	119.91
PEPSI COLA GENERAL BOTTLERS	CONCESSIONS	439.09
PEPSI COLA GENERAL BOTTLERS	THEATER CONCESSIONS	564.26
THEODORE R. & DAWNE E MADDOX	SWEET CORN FOR FESTIVAL	12,150.00
UPTOWN PARTNERS BUSINESS ASSOC.	2024 ANNUAL MEMBERSHIP	5,000.00
WGLT-NORMAL	ADS	750.00
General Fund	Cultural Arts Community Events - Total	19,649.94

General Fund Town Clerk Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
KOFILE TECHNOLOGIES, INC	BOOK RESTORATION	6,886.00
General Fund	Town Clerk Administration - Total	6,886.00

General Fund Corporation Counsel Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CLARK BAIRD SMITH LLP	3/1-3/26/24 LEGAL SERVICE	468.75
INTEGRITY INVESTIGATION AGENCY LLC	STD PROCESS SERVICE (39)	1,755.00
LEXIS NEXIS (LEGAL ONLY)	RENEWAL 4/24-3/25	3,168.00
MEYER CAPEL, A PROFESSIONAL CORP.	IMPOUNDMENT HEARING 4/2	156.25
General Fund	Corporation Counsel Administration - Total	5,548.00

General Fund Facilities Management Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ACE HARDWARE	BIT SET	23.99
ACE HARDWARE	DOOR REPAIR	5.68
ACE HARDWARE	HARDWARE	0.66
ACE HARDWARE	MISC HARDWARE	8.25
ACE HARDWARE	PLUMBING REPAIR	6.99
ACE HARDWARE	PLUMBING REPAIRS	29.98
ACE HARDWARE	WOOD STAIN	22.99

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>		
AMERENIP	JAN 24 UTILITIES	1,958.68		
BATTERIES PLUS	SUPPLIES	376.32		
BILL'S KEY & LOCK SHOP	KEYS - JOSH NEW PROGRAM	24.80		
CELL ELECTRIC LLC	ELECTRICAL SERVICE	1,940.00		
CENTRAL SUPPLY CO	SUPPLIES	492.10		
CONSTELLATION NEW ENERGY-GAS	FEB 24 UTILITIES	3,262.05		
CORE BUSINESS SOLUTIONS, INC.	ONSITE CONSULT PROG	3,750.00		
INTERSTATE ALL BATTERY CENTER	FIRE ALARM BATTERIES	46.80		
JOHNSTONE SUPPLY	HVAC REPAIR	26.43		
MARCFIRST	FEB24 MONTHLY CLEANING	1,665.00		
MENARDS	DOOR REPAIR	20.68		
MENARDS	FLOORING SUPPLIES	43.98		
MENARDS	ISO CERT/SHOP ITEMS	54.73		
MENARDS	MISC SHOP SUPPLIES	34.97		
MENARDS	MISC SUPPLIES	56.81		
MENARDS	MISC TOOLS	233.54		
MENARDS	POWER STATION, JUMP CABLE	17.02		
MENARDS	ROOF REPAIRS	20.99		
MENARDS	SHELVING SUPPLIES	112.15		
MENARDS	SHOP MAINTENANCE	193.96		
MENARDS	WALL REPAIR	7.42		
MID-ILLINOIS MECHANICAL INC	BOILER REPAIR SERVICE	970.00		
MID-ILLINOIS MECHANICAL INC	HVAC SERVICE	9,085.00		
MIDWEST EQUIPMENT II	GENERATOR REPAIR	163.18		
MILLER JANITOR SUPPLY	SUPPLIES	647.54		
MILLER JANITOR SUPPLY	SUPPLIES - GRIT HAND SOAP	18.36		
MILLER JANITOR SUPPLY	SUPPLIES-GRIT HAND SOAP	73.44		
MOTION INDUSTRIES INC	KEYSTOCK	2.14		
MOTION INDUSTRIES INC	ROLLER CHAIN	6.50		
NYBAKKE VACUUM SHOP INC	SEBO SERVICE BOXES	209.97		
PROFESSIONAL ELECTRIC	HVAC MOTOR REBUILD	512.82		
PROFESSIONAL ELECTRIC	HVAC MOTOR REPAIR	512.82		
PROFESSIONAL ELECTRIC	HVAC REPAIR	58.50		
S & S INDUSTRIAL	GLOVES	53.85		
TOWN OF NORMAL-WATER FUND	12/26/23-1/24/24 WATER/UT	94.42		
WINSUPPLY BLOOMINGTON IL CO	PLUMBING REPAIRS	306.00		
General Fund	Facilities Management	Administration	- Total	27,151.51

General Fund Finance Financial Services

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CYBERSOURCE CORPORATION	MONTHLY SERVICE FEE	32.88
US POSTAL SERVICE/HASLER	11 UPTOWN POSTAGE	25,000.00
General Fund	Finance	Financial Services - Total
		25,032.88

General Fund Finance College Ave Parking Deck

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
AMERENIP	JAN 24 UTILITIES	1,390.42
General Fund	Finance	College Ave Parking Deck - Total
		1,390.42

General Fund Innovation & Technology Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ACOM SOLUTIONS INC	EZ DOCS RENEWAL	5,458.00
CARASOFT TECHNOLOGY CORP.	FORENSIC TOOLKIT 3Y RENEW	3,621.54
CARASOFT TECHNOLOGY CORP.	MICRO STATION/OPEN ROADS	7,450.00
CDW GOVERNMENT INC	NETWORK RENEWAL	6,163.65
CIRBN, LLC	INTERNET SERVICE MONTHLY	3,538.12
CIRBN, LLC	INTERNET TEST NETWORK	1,327.61
CIVICPLUS	MASTER AGREEMENT RENEWAL	23,969.24
DEPT OF INNOVATION & TECHNOLOGY	COMM REVOLVING FUND FEB24	973.98
FRONTIER	ANALOG LINES FDHQ MAR2024	300.64
GOVERNMENTJOBS.COM INC	INSIGHT ANNUAL RENEWAL	12,913.30
HYLAND SOFTWARE INC	PERCEPTIVE SEARCH RENEWAL	1,807.91
LEXIS NEXIS (POLICE ONLY)	LEXIS NEXIS CRIME MAP	262.50
MAGNET FORENSICS LLC	GRAYKEY LICENSE RENEWAL	11,820.00
MIMECAST NORTH AMERICA INC	DMARC ANALYZER - T3	2,296.00
MNJ TECHNOLOGIES DIRECT INC	TONER	1,318.39
SENTINEL TECHNOLOGIES INC	SINGLEWIRE RENEWAL	2,985.50
SENTINEL TECHNOLOGIES INC	XMEDIUS RENEWAL	1,707.63
T2 SYSTEMS,INC	ROVR RETURNS-MARCH 2024	341.25
VERIZON WIRELESS	CELLPHONE MONTHLY	6,083.92
VERIZON WIRELESS	DEVICE SERVICE MONTHLY	6,086.39
General Fund	Innovation & Technology	Administration - Total
		100,425.57

General Fund Human Resources Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ALL PURPOSE POLYGRAPH	IT PRE-EMPLOYMENT POLYGRA	150.00
ALL PURPOSE POLYGRAPH	POLYGRAPH PER-EMPLOY PD	150.00
HEALTHCARE INTERACTIVE, INC.	WELLNESS PROGRAM	2,933.55
NATIONAL TESTING NETWORK, INC	FD/PD RECRUIT EXAMS	974.00

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
NATIONAL TESTING NETWORK, INC	PD RECRUIT EXAM	55.00
General Fund	Human Resources Administration - Total	4,262.55

General Fund Inspections Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BARRY KNOX	IDPH PLUMBER'S LICENSE RE	150.00
ROBERT & ABBY MURPHY	BONEGRANT REIMBURSEMENT R	1,625.00
General Fund	Inspections Administration - Total	1,775.00

General Fund Police Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
AIRDATA UAV, INC.	AIRDATA-DRONE SUB.	1,040.00
ALL CITY MANAGEMENT SERVICES INC	CROSSING GUARD 2/25-3/9	5,333.09
ALL CITY MANAGEMENT SERVICES INC	CROSSING GUARD 3/10-3/23	5,330.67
CI SHOOTING SPORTS,INC	C. MCNICOL CLOTHING/EQUIP	188.10
CI SHOOTING SPORTS,INC	CASTILLO CLOTHING/EQUIP	103.50
CI SHOOTING SPORTS,INC	D.BACHMAN CLOTHING/EQUIP	144.00
CI SHOOTING SPORTS,INC	E.EASTER CLOTHING/EQUIP	144.00
CI SHOOTING SPORTS,INC	KAPCHINSKE CLOTHING/EQUIP	436.84
CITY OF BLOOMINGTON	BPD GUN RANGE USAGE	8,221.98
COVERT TRACK GPS	ANNUAL SUB -APR2024-2025	2,440.00
FEDEX	SHIPPING FEES - MARCH	33.50
FUZZY PAWS LLC	K9 BOARDING - BOND	175.00
LEADS ONLINE	INVESTIGATION SERVICE PKG	8,204.00
MCLEAN CO SHERIFF'S DEPARTMENT	CENTRALIZED COMM. MAR2024	1,686.25
MCLEAN COUNTY TREASURER	CENTRALIZED COMM. MAR2024	84,941.66
RAY O'HERRON CO INC	CLOTHING/EQUIPMENT	148.02
RAY O'HERRON CO INC	K9 BADGES	373.68
SECTY OF STATE-MOTOR VEH DIV	COVERT PLATE RENEWAL	151.00
VERIZON WIRELESS	GPS MODEM MONTHLY SERVICE	25.41
General Fund	Police Administration - Total	119,120.70

General Fund Fire Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ACCUMED BILLING INC	BILLING SERVICE FEE	8,410.43
AIR ONE EQUIPMENT INC.	FIRE HELMET	893.80
AIR ONE EQUIPMENT INC.	HELMET EARLAP	97.00
AIR ONE EQUIPMENT INC.	HELMETS	3,072.00
AMERENIP	JAN 24 UTILITIES	95.92

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
AZ COMMERCIAL	E15 LIGHTBULBS	7.59
AZ COMMERCIAL	VEHICLE MAINT SUPPLIES	285.48
BOUND TREE MEDICAL LLC	STETHOSCOPE	73.83
Brayden Blunier	IFSI ACADEMY PER DIEM 4.7	324.50
Colton Miles	STATION BOOTS	150.00
COMCAST CORPORATION	CABLE SERVICES STATION 3	20.00
COMCAST CORPORATION	PI FPO PAYMENT	-39.95
COMCAST CORPORATION	STATION CABLE NFD# 2	79.90
CORN BELT ENERGY CORP	FEB 24 UTILITIES	1,310.98
Darren Reinagle	IFSI ACADEMY PER DIEM 4.7	324.50
EASTERN FIRE EQUIPMENT SERVS CO.INC	E10 SAW CHOKE CONTROL	17.24
Geoffrey Miller	IFSI ACADEMY PER DIEM 4.7	324.50
Griffin Allen	IFSI ACADEMY PER DIEM 4.7	324.50
HEARTLAND COMMUNITY COLLEGE	SPRING TUITION	17,472.00
Justin Volker	IFSI ACADEMY PER DIEM 4.7	324.50
MACQUEEN EQUIPMENT, LLC	SEAT BELT	188.43
MEDLINE INDUSTRIES INC	DIABETIC SUPPLIES	149.25
MENARDS	FUSE	31.98
MENARDS	VEHICLE MAINT SUPPLIES	82.26
MUNICIPAL EMERGENCY SERVICES	BUNKER GEAR	1,452.50
MUNICIPAL EMERGENCY SERVICES	FIRE HOSE	3,024.20
MUNICIPAL EMERGENCY SERVICES	SCBA REPAIR	4,390.34
National Association of	FIRE INVESTIGATOR DUES CH	65.00
NORTHEASTERN IL PUBLIC SAFETY TRN	SUM '24 RECRUIT ACADEMY	29,970.00
Paul Martin	STATION BOOTS	130.50
RAY O'HERRON CO INC	BADGE	282.86
RAY O'HERRON CO INC	BADGES	136.48
RAY O'HERRON CO INC	UNIFORM - B.BLUNIER	230.87
RAY O'HERRON CO INC	UNIFORM PANTS	101.22
RAY O'HERRON CO INC	UNIFORM SHIRTS	472.19
SCBAS INC	SCBA AIR TEST	456.67
SENSIT TECHNOLOGIES, LLC	GAS DETECTORS TEST	198.19
STRYKER SALES CORPORATION	EQUIPMENT CHARGER	1,217.58
STRYKER SALES CORPORATION	MEDICAL EQUIPMENT	1,387.62
STRYKER SALES CORPORATION	STAIR CHAIR POWER CORD	28.08
TELEFLEX LLC	IV ACCESS KIT	307.38
TELEFLEX LLC	IV NEEDLES	41.07
TRINITY HOME MEDICAL EQUIPMENT	OXYGEN	162.00

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
UNIVERSITY OF ILLINOIS	IFSI ACADEMY	34,200.00
Xian Graden	IFSI ACADEMY PER DIEM 4.7	324.50
ZOLL MEDICAL CORPORATION	THERMOMETERS	900.00
General Fund	Fire	Administration
		- Total
		113,499.89

General Fund **Public Works** **Fleet Maintenance**

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ADVANCE AUTO PARTS	COOLANT TEMP SENSOR	24.79
ADVANCE AUTO PARTS	FUEL TANK STRAP	76.49
ADVANCE AUTO PARTS	HEADLINER ADHESIVE	28.97
ADVANCE AUTO PARTS	IGN WIRE SET	47.99
ADVANCE AUTO PARTS	SEALD BEAM HEADLIGHT	15.04
ALEXIS FIRE EQUIPMENT COMP.	8" STRIP LIGHT	271.25
BILL'S KEY & LOCK SHOP	4 KEYS	11.04
BLOOMINGTON (AAMCO) TRANS	REPAIRS MADE TO S8	716.50
CINTAS CORPORATION #396	UNIFORM RENTAL	183.03
CIT TRUCKS LLC	COOLANT	880.96
CIT TRUCKS LLC	ENG12 WORK	8,003.99
CIT TRUCKS LLC	PARTS RETURN	-1,113.77
CIT TRUCKS LLC	TURBO ACTUATOR KIT U26	1,576.68
DON OWEN TIRE SERVICE	TIRES	986.56
EAGLE AUTOMOTIVE	ABS SENSOR	90.02
EAGLE AUTOMOTIVE	WATER PUMP PARTS	390.34
EVERGREEN FS INC.	LP GAS	70.70
FASTENAL COMPANY	DRILL BIT	77.31
FASTENAL COMPANY	GRINDING WHEEL	189.27
FITZGERALD EQUIPMENT CO INC	ENGINE GASKET KIT	1,038.02
FITZGERALD EQUIPMENT CO INC	FILTERS	73.33
HELLER FORD	WORK DONE TO R17	5,798.48
HELLER FORD	WORK DONE TO RES12	9,167.16
HERITAGE MACHINE & WELDING INC	YOKE	97.05
HOHULIN BROTHERS FENCE CO	WORK DONE TO GATE	357.50
JOE'S TOWING & RECOVERY	HEAVY DUTY HAULING	390.00
JOE'S TOWING & RECOVERY	HEAVY DUTY TOWING CHARGE	292.50
KEY EQUIPMENT & SUPPLY CO	AIR ACTUATOR VG35	1,262.08
LINDE GAS & EQUIPMENT INC.	TANK RENTAL	237.66
MARTIN EQUIPMENT OF IL INC	FILTERS	771.16
MILLER JANITOR SUPPLY	AUTOMATIC SCRUBBER	14,377.00

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>		
MOTION INDUSTRIES INC	HYD FITTINGS	601.72		
RUSH TRUCK CENTERS OF ILLINOIS, INC	EGR VALVE	2,118.00		
RUSH TRUCK CENTERS OF ILLINOIS, INC	SWITCH	171.77		
SAM LEMAN FORD BLOOMINGTON	FUEL LINE	345.00		
SAM LEMAN FORD BLOOMINGTON	FUEL TANK	1,121.80		
SAM LEMAN FORD BLOOMINGTON	LATCH ASY	43.15		
SAM LEMAN FORD BLOOMINGTON	LOCK CYLINDER	70.15		
SAM LEMAN FORD BLOOMINGTON	MOTOR MOUNT	225.36		
SAM LEMAN FORD BLOOMINGTON	MOULDING	84.46		
SAM LEMAN FORD BLOOMINGTON	WINDSHIELD WASHER KIT	52.25		
TRUCE TRUCK SALES	KING PIN KIT	674.95		
General Fund	Public Works	Fleet Maintenance	- Total	51,897.71

General Fund Public Works Streets

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
Aaron Albee	TRAVEL REIMBURSEMENT - A.	94.83
ACE HARDWARE	FASTENERS	3.50
ACE HARDWARE	WOOD FILLER	4.99
AMERENIP	JAN 24 UTILITIES	1,991.11
CMW EQUIPMENT	FUEL PUMP, GASKET KIT	379.64
CORN BELT ENERGY CORP	FEB 24 UTILITIES	18,412.86
DARNALL CONCRETE	PRO RING H RISER	1,573.68
DARNALL CONCRETE	RING RISER FINISH RING	374.64
DIAMOND VOGEL PAINT	YELLOW/WHITE PAINT	34,091.75
EVERGREEN FS INC.	SEED MIX	284.00
FASTENAL COMPANY	THREADED ROD, HEX NUTS	68.71
HERITAGE MACHINE & WELDING INC	STEEL TUBE	640.88
KOENIG BODY & EQUIPMENT INC	TORSION TRIP SECTION	5,777.30
Kris Starkey	TRAVEL REIMBURSEMENT - K.	130.75
MARTIN EQUIPMENT OF IL INC	BACKHOE HAMMER INSTALL	476.79
MATHIS KELLY CONSTRUCTION	BACKPACK BLOWER	1,259.98
MATHIS KELLY CONSTRUCTION	BRUSH	39.59
MATHIS KELLY CONSTRUCTION	CAUTION TAPE, SPRAYER	1,078.71
MATHIS KELLY CONSTRUCTION	PLATE COMPACTOR	2,350.00
MCLEAN COUNTY ASPHALT	BLACK DIRT	685.80
MCLEAN COUNTY ASPHALT	COLD MIX	441.40
MCLEAN COUNTY ASPHALT	RECYCLED CONCRETE	168.56
MENARDS	BRASS FITTINGS	10.45

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<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>		
MENARDS	LUMBER	182.32		
MENARDS	RETURN	-10.45		
MENARDS	SHOP LIGHTS	72.38		
MENARDS	WALL CABINET, BED LINER	309.35		
MENARDS	WOOD	53.97		
MOTION INDUSTRIES INC	FITTINGS PARTS	29.54		
MOTION INDUSTRIES INC	LIFT	3,384.02		
NAPA AUTO PARTS	AIR NEEDLE SCALER	195.00		
NAPA AUTO PARTS	AIR TOOL	7.49		
NAPA AUTO PARTS	CHISEL SET, AIR HAMMER	159.99		
OAK BROS TREE CARE & REMOVAL LLC	W.COLLEGE AREA TREE CLEAR	18,800.00		
PRAIRIE MATERIAL SALES INC	CONCRETE BEECH ST	163.56		
PRAIRIE MATERIAL SALES INC	CONCRETE BLKSTONE/REDROCK	776.70		
PRAIRIE MATERIAL SALES INC	CONCRETE WYLIE DR/COLLEGE	4,580.48		
PRAIRIE MATERIAL SALES INC	CONCRETE, N. LINDEN ST	244.64		
PRAIRIE MATERIAL SALES INC	CONCRETE, SEARLE & HOVEY	313.30		
TRAFFIC SIGN STORE	20 BARRICADES	10,368.45		
TRAFFIC SIGN STORE	ANCHOR, TUBE TOP	5,028.60		
TRAFFIC SIGN STORE	AUTH VEHICLES SIGNS	469.00		
TRAFFIC SIGN STORE	PARKING/ TOWING SIGNS	100.50		
TRAFFIC SIGN STORE	STREET NAME SIGNS	267.00		
TRAFFIC SIGN STORE	TRAFFIC SIGNS	1,195.00		
ULINE INC	SHELVING	2,999.00		
WALZ LABEL AND MAILING SYSTEMS	LOADER SCALES	8,680.00		
General Fund	Public Works	Streets	- Total	128,709.76

General Fund Public Works Waste Removal

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>		
ADS OF BLOOMINGTON	WASTE 2/1-2/29	38,020.36		
BILL'S KEY & LOCK SHOP	KEY	2.76		
BLUE BEACON INTERNATIONAL, INC	TRUCK WASHES	242.50		
IL STATE UNIVERSITY	LANDSCAPE WASTE DISPOSAL	42,000.00		
MIDWEST FIBER INC	RECYCLING 2/1-2/29	17,599.95		
PREFERRED TIRE RECYCLING	TIRE RECYCLING	95.00		
General Fund	Public Works	Waste Removal	- Total	97,960.57

General Fund Parks & Recreation Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
AMERICAN LITHOGRAPHY & PUBLISHING	SUMMER ACTIVITY GUIDE	6,629.00

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CIRCLE	SPRING CONNECTION SEMINAR	210.00
CUMULUS BROADCASTING LLC	POOL PASS RADIO ADS	450.00
GEIGER BROS	IRONWOOD GOLF KEY TAGS	670.26
GEIGER BROS	WRISTBANDS FOR DAY CAMPS	1,752.00
GREAT AIR INC. DBA N-FLATABLES	INFLATABLE OBSTACLE/EQUIP	3,483.00
PANTAGRAPH	SUM GUIDE & POOL PASS ADS	1,514.50
PREMIER PRINT GROUP	SUMMER 24 GUIDE POSTCARD	1,920.00
General Fund	Parks & Recreation Administration - Total	16,628.76

General Fund Parks & Recreation Parks Maintenance

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ACE HARDWARE	HOSE - SPRAY TANK REPAIR	10.77
ACE HARDWARE	NETTING - ONP GARDEN	33.99
ACE HARDWARE	PAINT FOR CAN LIDS	26.00
ACE HARDWARE	SPRAY PAINT& TRAIL REPAIR	13.00
ACE HARDWARE	SUPPLIES FOR BARN REPAIR	23.98
AMERENIP	JAN 24 UTILITIES	1,130.94
BAUMAN TRAILER SALES & TOWING, INC	DUMP TRAILER-DOOR REPLACE	505.00
BILL'S KEY & LOCK SHOP	SPARE KEYS FOR DREW	11.04
CAPITOL GROUP, INC	TOILET REPAIRS	168.08
CONSTELLATION NEW ENERGY-GAS	FEB 24 UTILITIES	1,007.64
COPY SHOP	LAMINATION LARGE PLANS	8.00
COPY SHOP	LANDSCAPE PLANS	10.50
CORN BELT ENERGY CORP	FEB 24 UTILITIES	3,162.08
CRESCENT ELECTRIC SUPPLY CO	EMERGENCY LIGHT REPLACEME	307.18
CRESCENT ELECTRIC SUPPLY CO	FUSES	28.32
CRESCENT ELECTRIC SUPPLY CO	NIGHT LIGHT REPAIRS	130.28
EVERGREEN FS INC.	BALLFLD FERT/CGRASS PREVT	1,872.00
FASTENAL COMPANY	ZIP TIES-CHAMPION BKSTP P	125.58
HERITAGE MACHINE & WELDING INC	BASEMENT STAIRS STEEL	258.63
ILL DEPT OF AGRICULTURE	A.MACKEY PEST OP LI 3YR	90.00
ILL DEPT OF AGRICULTURE	A.VESELAK PEST OP LI 3YR	90.00
ILL DEPT OF AGRICULTURE	B.PRICE PEST APP LI 3YR	120.00
ILL DEPT OF AGRICULTURE	C.KELLEY PEST OP LI 3YR	90.00
ILL DEPT OF AGRICULTURE	F.HERALD PEST OP LI 3YR	90.00
ILL DEPT OF AGRICULTURE	M.NOURIE PEST APP LI 3YR	120.00
ILL DEPT OF AGRICULTURE	R.JONES PEST AP LI 3YR	120.00
ILL DEPT OF AGRICULTURE	R.KWITKOWSKI PEST AP LI 3	120.00

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<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>		
MATHIS KELLY CONSTRUCTION	CANOPY WEIGHT CONCRETE	101.28		
MATHIS KELLY CONSTRUCTION	IRONWOOD GOLF SHED SUPPLI	26.10		
MATHIS KELLY CONSTRUCTION	PARKING BLOCKS	44.55		
MATHIS KELLY CONSTRUCTION	REBAR-IRONWOOD GOLF SHED	118.80		
MCLEAN COUNTY ASPHALT	DIRT - ANDERSON TENNIS CT	170.66		
MENARDS	BARN INSULATION SUPPLIES	174.06		
MENARDS	PRESSURE WASHER PARTS	10.99		
PRAIRIE MATERIAL SALES INC	CONCRETE BASEMENT REPAIR	358.06		
PRAIRIE MATERIAL SALES INC	CONCRETE BASEMENT REPAIRS	311.55		
PRAIRIE MATERIAL SALES INC	CONCRETE-BASEMENT REPAIR	993.15		
PRAIRIE MATERIAL SALES INC	PI RECEIPTS	358.06		
PRAIRIE MATERIAL SALES INC	PI RECEIPTS REVERSAL	-358.06		
WHERRY MACHINE & WELDING INC	TRAILER BT1/STEEL-RAMP RE	93.50		
General Fund	Parks & Recreation	Parks Maintenance	- Total	12,075.71

General Fund Parks & Recreation Rec.- Before/After School

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>		
WALMART COMMUNITY BRC	SUPPLIES	111.18		
General Fund	Parks & Recreation	Rec.- Before/After School	- Total	111.18

General Fund Parks & Recreation Aquatics

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>		
AMERENIP	JAN 24 UTILITIES	576.71		
CONSTELLATION NEW ENERGY-GAS	FEB 24 UTILITIES	1,020.28		
CRESCENT ELECTRIC SUPPLY CO	AAC EXIT LIGHTS	103.79		
HALOGEN SUPPLY CO INC	AAC/FFAC CHEM TEST KITS	822.03		
JOHNSTONE SUPPLY	FFAC EXHAUST FAN REPLACEM	379.36		
MENARDS	FFAC-EXTERIOR MAINT	88.51		
General Fund	Parks & Recreation	Aquatics	- Total	2,990.68

General Fund Parks & Recreation Golf Course

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>		
COMCAST CORPORATION	CABLE SERVICE @ IRONWOOD	9.95		
CONSTELLATION NEW ENERGY-GAS	FEB 24 UTILITIES	439.69		
CORN BELT ENERGY CORP	FEB 24 UTILITIES	626.09		
RANGE SERVANT AMERICA INC	IRWD RANGE BALL DISPENSOR	7,707.44		
General Fund	Parks & Recreation	Golf Course	- Total	8,783.17

General Fund Parks & Recreation Golf Course Maintenance

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<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>	
CONSTELLATION NEW ENERGY-GAS	FEB 24 UTILITIES	381.25	
CORN BELT ENERGY CORP	FEB 24 UTILITIES	1,302.56	
ILL DEPT OF AGRICULTURE	M.HERNANDEZ PEST OP LI 3Y	90.00	
General Fund	Parks & Recreation	Golf Course Maintenance - Total	1,773.81

General Fund Parks & Recreation Recreation/Adult Sports

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>	
ON DECK SPORTS	BATTING CAGE	2,659.98	
General Fund	Parks & Recreation	Recreation/Adult Sports - Total	2,659.98

General Fund Parks & Recreation Community Activity Center

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>	
AMERENIP	JAN 24 UTILITIES	362.22	
CONSTELLATION NEW ENERGY-GAS	FEB 24 UTILITIES	1,093.67	
General Fund	Parks & Recreation	Community Activity Center - Total	1,455.89

General Fund Concessions Recreation

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>	
COSGROVE DISTRIBUTORS, INC.	CONCESSION SUPPLIES	408.79	
PEPSI COLA GENERAL BOTTLERS	CHAMPION END OF SEASON	-805.52	
PEPSI COLA GENERAL BOTTLERS	CONCESSIONS INVENTORY	1,478.46	
General Fund	Concessions	Recreation - Total	1,081.73

General Fund Concessions Golf Course

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>	
CITY BEVERAGE LLC	IRONWOOD BEVERAGES	373.60	
PEPSI COLA GENERAL BOTTLERS	IRONWOOD BEVERAGES	658.78	
WALMART COMMUNITY BRC	SUPPLIES	380.90	
General Fund	Concessions	Golf Course - Total	1,413.28

Motor Fuel Tax Fund Public Works Motor Fuel Tax

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>	
HUTCHISON ENGINEERING, INC.	PHASE I & II SERVICES	32,690.42	
Motor Fuel Tax Fund	Public Works	Motor Fuel Tax - Total	32,690.42

Library Fund Library Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ACE HARDWARE	FUEL LEAF BLOWER	129.99
AMERENIP	JAN 24 UTILITIES	1,015.55
BAKER & TAYLOR COMPANIES	ADULT BOOKS	687.33

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<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BAKER & TAYLOR COMPANIES	CHILDREN'S BOOKS	422.66
BAKER & TAYLOR COMPANIES	YA BOOKS	579.04
BOUND TO STAY BOUND BOOKS INC	CHILDREN'S BOOKS	17.19
BRIDGEALL LIBRARIES LIMITED	CHQ-RENEWAL 4/2024-4/25	5,250.00
BUSEY BANK	11 DAYS OF MARCH RENT	1,064.52
BUSEY BANK	1ST MO RENT PLUS SECURITY	6,000.00
CENGAGE LEARNING INC	ADULT BOOKS	535.39
CIRBN, LLC	INTERNET SERVICE MONTHLY	76.08
DEPT OF INNOVATION & TECHNOLOGY	COMMUNICATION CHRGS 2/29	50.00
EBSCO SUBSCRIPTION SERVICES	CONSUMER REPORTS RENEWAL	2,707.00
FASTSIGNS	SIGNAGE - 201 W COLLEGE	165.00
KROGER-INDY CUSTOMER CHARGES	AD PRGM/BK BRUNCH FD SPL	14.77
MENARDS	CLEANING/MOVING SUPPLIES	350.81
MENARDS	STORAGE BOXES/CLEANING SU	182.83
MENARDS	WALL HANGING SUPPLIES	33.97
MORNINGSTAR INC	RENEWAL 5/24/24-5/24/25	3,442.00
NEW YORK TIMES COMPANY	RENEWAL 3/8/24-3/6/25 DIG	2,418.00
OVERDRIVE, INC	DIGITAL CONTENT	333.79
PANTAGRAPH	NPL FY25 RENEWAL 52 WEEKS	1,116.00
TODAYS BUSINESS SOLUTIONS TBS INC	ANNUAL LICENSE/SUPPORT	930.00
WILCOX ELECTRIC & SERVICE INC	ELECTRICAL SERVICE	279.04
Library Fund Library Administration - Total		27,800.96

Community Development Fd Community Development Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ALLIED PLUMBING OF BLOOMINGTON IL	APP024 REHAB	24,980.00
Community Development Fd Community Development Administration - Total		24,980.00

Underpass Fund Other-Capital Investment Capital Investment

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
WSP USA INC	PHASE II 16950B	5,553.42
Underpass Fund Other-Capital Investment Capital Investment - Total		5,553.42

Capital Investment Fund Other-Capital Investment Capital Investment

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
TNEMEC COMPANY INC	AAC SLIDE TOWER PAINT	2,918.80
Capital Investment Fund Other-Capital Investment Capital Investment - Total		2,918.80

Water Fund

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
APARTMENT MART	REFUND/1819 PARKWAY CT 4	68.94
ARV PROPERTIES LLC	FINAL BILL REFUND	30.05
CORE & MAIN LP	2" CORE STOPS FOR INV	1,872.18
CORE & MAIN LP	2" CORP STOPS FOR INV	312.03
CORE 3	REFUND/106 W SHELBOURNE10	28.78
CORE 3	REFUND/708 GOLFCREST RD 5	19.62
FERGUSON WATERWORKS	WATER METERS-INVENTORY	9,901.60
VAN HORN, JEREMY & AUDREY	FINAL BILL REFUND	42.82
Water Fund	- Total	12,276.02

Water Fund Water Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
AMERICAN WATER WORKS ASSOC	J.BURKHART MEMBER DUES	83.00
DIGITAL COPY SYSTEMS LLC	BLK/WHITE & COLOR COPIES	206.93
UNITED STATES POSTAL SERVICE	POSTAGE FOR MAILING UTILI	6,000.00
VERIZON WIRELESS	CELLPHONE MONTHLY	26.96
Water Fund	Water Administration - Total	6,316.89

Water Fund Water Treatment

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
ACE HARDWARE	MISC. HARDWARE	4.13
AIR PRODUCTS AND CHEMICALS INC	CO2	4,290.00
ALLTECH SUPPLY INC	SLAKER PUMP MAINT.	228.19
AMERENIP	DEC 2023 UTILITIES	2,516.10
AMERENIP	JAN 24 UTILITIES	11,977.55
AMERICAN WATER WORKS ASSOC	T.SHEIRER AWWA RENEWAL	83.00
AZ COMMERCIAL	W-27 MOTOR OIL	34.80
CINTAS CORPORATION #396	MOP MAT TOWEL SERVICE	70.94
CONNOR CO	SHOP TOOL	1,900.00
CONNOR CO	SLAKER PIPE HANGERS	24.71
CONSTELLATION NEW ENERGY-GAS	FEB 24 UTILITIES	1,406.05
CORN BELT ENERGY CORP	FEB 24 UTILITIES	2,868.94
GLOBAL EQUIPMENT COMPANY INC	SLAKER ROOM TOOLBOX	262.90
MCMASTER-CARR SUPPLY CO	WELL17 PHASE MONITOR INST	221.53
MENARDS	AMMONIA PILOT ELEC.	180.05
MENARDS	CLARIFIER #2 SAMPLE LINES	267.48
MENARDS	CLARIFIER MAINT.	127.17
MENARDS	CLARIFIER MAINTENANCE	37.98
MENARDS	CLARIFIER REPAIR	18.99

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<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>	
MENARDS	CONCRETE MIX	13.82	
MENARDS	FENCE REINSTALL	141.87	
MENARDS	SHOP SUPPLIES	67.67	
MENARDS	TP SUPPLIES	54.94	
MENARDS	WELL #22 REPAIR	13.66	
MENARDS	WELL #22 SAMPLE LINE	47.20	
MENARDS	WELL 100 DRAIN PLUG	4.79	
MISSISSIPPI LIME COMPANY	LIME	33,534.40	
PACE ANALYTICAL SERVICES,LLC	LEAD & COPPER TESTING	465.00	
ROGERS SUPPLY COMPANY	MICRON GAUGE REPAIR	5.51	
SCIENTEL SOLUTIONS LLC	REPLACEMENT CAMERA	1,471.13	
USA BLUEBOOK	TURBIDIMETER CALIBRATION	374.12	
VERIZON WIRELESS	CELLPHONE MONTHLY	158.48	
VERIZON WIRELESS	DEVICE SERVICE MONTHLY	37.71	
VIKING CHEMICAL COMPANY	SODIUM CHLORITE	5,050.50	
WHERRY MACHINE & WELDING INC	SS SHEET	152.00	
Water Fund	Water Treatment	- Total	68,113.31

Water Fund Water Distribution

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>	
AMERENIP	JAN 24 UTILITIES	210.60	
CONSTELLATION NEW ENERGY-GAS	FEB 24 UTILITIES	934.77	
FERGUSON WATERWORKS	LARGE METER REPAIR PARTS	542.30	
FERGUSON WATERWORKS	STAINLESS STEEL FASTENERS	1,809.61	
MENARDS	DIST. GARAGE SUPPLIES	219.36	
MIDWEST CONSTRUCTION RENTALS	HARD HATS, SAFETY VESTS	56.65	
OFFICE DEPOT INC	PAPER PLATES	38.49	
VERIZON WIRELESS	CELLPHONE MONTHLY	227.95	
VERIZON WIRELESS	DEVICE SERVICE MONTHLY	360.10	
WATER PRODUCTS CO OF ILLINOIS	REPLACE PIN LOCATORS	2,100.00	
Water Fund	Water Distribution	- Total	6,499.83

Water Fund Water Debt Service

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>	
IL ENVIRONMENTAL PROTECTION AGENCY	WATER REVOLVING FUND	39,452.68	
Water Fund	Water Debt Service	- Total	39,452.68

Water Capital Investment Water Capital Investment

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BROTCKE WELL & PUMP INC	WATER WELL TEST HOLES	91,616.00
CRAWFORD, MURPHY, & TILLY, INC.	CLARIFIER#2 REHAB PROJECT	3,858.50
CRAWFORD, MURPHY, & TILLY, INC.	LINDEN WATERMAIN CIPP	3,787.60
CRAWFORD, MURPHY, & TILLY, INC.	MAIN ST WATERMAIN PROJECT	2,678.75
CRAWFORD, MURPHY, & TILLY, INC.	MANCHESTER AREA WM IMPROV	2,819.34
GEORGE GILDNER CO	DIST. GARAGE FLOOR DRAIN	66,755.44
MIDWEST ENGINEERING AND TESTING INC	LINDEN ST MATRL. TESTING	922.50
Water Capital Investment	Water Capital Investment - Total	172,438.13

Sewer Fund Sewer Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
AMERENIP	DEC 2023 UTILITIES	403.70
AMERENIP	JAN 24 UTILITIES	492.87
CORN BELT ENERGY CORP	FEB 24 UTILITIES	4,363.10
EVOQUA WATER TECHNOLOGIES LLC	BIOXIDE NBLS, AIRPORT RD	17,309.60
MENARDS	PARTS	9.40
ROCKFORD RIGGING	EYE HOOKS	117.06
SPRINGFIELD ELECTRIC CO	ELECTRICAL LUGS FOR PUMP	115.80
VERIZON WIRELESS	CELLPHONE MONTHLY	169.24
VERIZON WIRELESS	DEVICE SERVICE MONTHLY	324.09
Sewer Fund	Sewer Administration - Total	23,304.86

Sewer Capital Investment Sewer Capital Investment

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
CRAWFORD, MURPHY, & TILLY, INC.	SAN. SEWER RATE STUDY	4,550.00
CRAWFORD, MURPHY, & TILLY, INC.	SEWER LINING PROJ REVIEW	1,560.00
Sewer Capital Investment	Sewer Capital Investment - Total	6,110.00

Storm Water Mgmt Fund Stormwater Management Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BLUE BEACON INTERNATIONAL, INC	TRUCK WASHES	73.80
E J EQUIPMENT INC	FREIGHT	36.26
ECOLOGY ACTION CENTER	STORMWATER EDU PROGRAM'24	22,892.78
ENVIRONMENTAL PRODUCTS & ACCESS.	VECTOR PARTS	51.62
Storm Water Mgmt Fund	Stormwater Management Administration - Total	23,054.46

Health & Dental Ins Fund Administration - City Mgr Health Insurance

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BENISTAR	Retiree premiums	18,704.31
HORTON GROUP INC	INS MTHLY CONSULT FEE	3,300.00

Report to Receive and File Town of Normal Expenditures for Payment as of 03/28/2024-04/10/2024

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
STANDARD INSURANCE COMPANY	MONTHLY BENEFIT-LIFE INS	7,799.73
UMR, INC.	CHS ADMIN FEES 03/24	4,410.00
UMR, INC.	UMR ADD'L SERVICES 03/24	250.00
UMR, INC.	UMR ADMIN FEES 03/24	16,950.80
UMR, INC.	UMR HEALTH CHARGES 03/24	364,641.34
UMR, INC.	UMR PHARMACY CHRGS 03/24	130,461.99
UMR, INC.	UMR STOP LOSS 03/24	102,108.49
VSP	MTHLY BENF-VIS PLAN B RET	17.24
Health & Dental Ins Fund Administration - City Mgr Health Insurance - Total		648,643.90

Health & Dental Ins Fund Administration - City Mgr Dental Insurance

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
DELTA DENTAL OF ILLINOIS	03/14/24-03/20/24DENTAL	4,987.95
DELTA DENTAL OF ILLINOIS	03/21/24-03/27/24DENTAL	7,457.45
DELTA DENTAL OF ILLINOIS	03/28/24-04/03/24DENTAL	7,234.43
DELTA DENTAL OF ILLINOIS	04/04/24-04/10/24DENTAL	7,043.07
Health & Dental Ins Fund Administration - City Mgr Dental Insurance - Total		26,722.90

Gen Veh Replacement Fund Innovation & Technology Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
PRESIDIO NETWORKED SOLUTIONS	STORAGE REFRESH	2,437.50
Gen Veh Replacement Fund Innovation & Technology Administration - Total		2,437.50

Gen Veh Replacement Fund Police Administration

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
PRAIRIE SIGNS INC	SQUAD DECALS	98.00
Gen Veh Replacement Fund Police Administration - Total		98.00

Gen Veh Replacement Fund Parks & Recreation Parks Maintenance

<u>Vendor Name</u>	<u>Payment Description</u>	<u>Transaction Amount</u>
BOB RIDINGS INC	24 FORD F550 REG CAB 4X4	56,628.00
Gen Veh Replacement Fund Parks & Recreation Parks Maintenance - Total		56,628.00
Overall - Total		2,083,013.37



Town Council Action Report

April 15, 2024

Resolution Authorizing Annual Support of the Small Business Development Center (SBDC)

Prepared By: Andrew Huhn, Director of Finance

Reviewed By: Pamela S. Reece, City Manager
Brian Day, Interim Assistant City Manager
Letisha Trepac, Assistant Finance Director

Staff Recommendation: Approval

Attachments: Proposed Resolution, SBDC 2023 Annual Report

Community Impact

The Small Business Development Center supports small businesses and entrepreneurs in McLean County. Successful businesses increase employment opportunities and benefit the overall economy of the region.

Budget Impact

Funds in the amount of \$63,000 are budgeted for this expense. The funding is allocated between the General Fund and the American Rescue Plan Fund

Strategic Alignment

Goal EV1: Normal will be a hotspot for startups and local businesses, making the Town a key driver positioning the BN region as an innovation and entrepreneurship hub.

Goal EV3: Employ innovative policies, financial tools, and practices adapted to the paradigm shifts affecting municipalities and their finances.



Background

The McLean County Small Business Development Center (SBDC) at Illinois Wesleyan University has been operating since 2017. The Town has provided funding to the Small Business Development Center since 2017, in conjunction with the City of Bloomington and other private and local partners. The Center provides free consultation assistance and professional advice to small businesses and aspiring entrepreneurs in McLean County and surrounding communities. This includes one-on-one management consultations, training workshops, market research, loan packaging help, assistance with financial projections and information needed to make informed business decisions. Since 2017, the Center has served 1,385 clients and experienced a 44% increase in consultations from CY2022 to CY2023.

Discussion

Town staff believe the Center is providing a valuable service to economic development efforts in the community and recommends that Council approve SBDC annual funding request of \$63,000 for FY2024-25, FY2025-26 and FY2026-27. The City of Bloomington has committed annual funding in the amount of \$85,268 for those years and Wesleyan will provide annual in-kind funding of \$50,000 to cover offices, internet access and phone services.

Keywords: Small Business, Development, Startups, Training, Workshops, Entrepreneurs, SBDC

RESOLUTION NO. _____

A RESOLUTION APPROVING FINANCIAL SUPPORT FOR THE MCLEAN COUNTY SMALL BUSINESS DEVELOPMENT CENTER

WHEREAS, The Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs.

WHEREAS, The Small Business Development Center ("SBDC") is hosted by Illinois Wesleyan University and provides assistance to small businesses and aspiring entrepreneurs in McLean County.

WHEREAS, It is in the best interests of the health, safety, and welfare of the citizens of Normal for the Town to contribute to the funding for the SBDC.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION 1. Subject to appropriation, the Town will contribute funds to the SBDC as follows:

A. Fiscal Year 2024-25: \$63,000.

B. Fiscal Year 2025-26: \$63,000.

C. Fiscal Year 2026-27: \$63,000.

ADOPTED this ____ day of _____, 2024.

APPROVED:

President of the Board of Trustees
Town of Normal, Illinois

ATTEST:

Town Clerk
(Seal)

AMERICA'S SBDC ILLINOIS



2023 ANNUAL REPORT

ILLINOIS SMALL BUSINESS DEVELOPMENT CENTER
OF MCLEAN COUNTY AT ILLINOIS WESLEYAN UNIVERSITY

Empowering Small Business



Illinois
Department of Commerce
& Economic Opportunity



Our SBDC is funded in part through a cooperative agreement with the Illinois Department of Commerce and Economic Opportunity, the U.S. Small Business Administration, Illinois Wesleyan University, the Town of Normal, and the City of Bloomington.

Published 05/06/2022

mcleancosbdc.org

ABOUT THE SBDC

Mission

Our mission is to provide professional guidance and inspiration to small business entrepreneurs.

Vision

Our vision is to provide economic growth through small business simulation for McLean County.

Values

We, at McLean County SBDC, are dedicated to providing consultation to assist in economic empowerment and growth of minority small businesses. Our mission is to build up local entrepreneurs across every race, religion, color, age, national origin, sexual orientation, gender, neurodiversity, disability and all other aspects, because diversity is our strength. It is through collaboration and inclusion that our community and all its members can succeed together.

Client Demographics

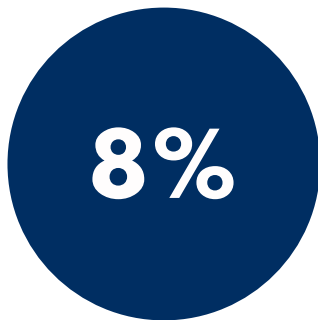
Throughout 2023, the SBDC consulted with 377 clients and provided 1,850 hours of consultation



BLOOMINGTON



NORMAL



RURAL COMMUNITIES

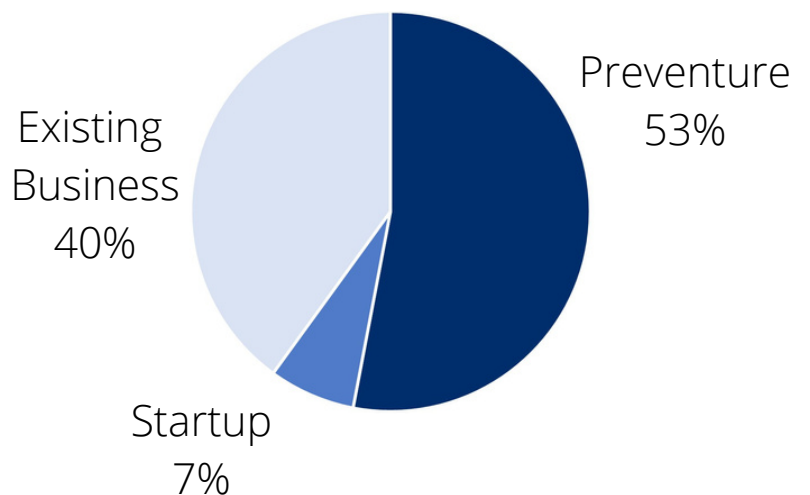
CLIENT NUMBERS

Since 2017, SBDC of McLean County has served **1,385** clients.

Clients Served				
2019	2020	2021	2022	2023
196	261	272	261	377

Consultation Areas			
Marketing	Capital Access	Business Plan	Start Up
28%	47%	44%	50%
Percentage totals add up to over 100%, as many times clients need multiple services			

Business Stage



2023 SBDC Events

Due to the ongoing COVID-19 pandemic, SBDC of McLean County was fully online for all 34 informational webinars in 2021. These events are open to the public and all small business owners and entrepreneurs are encouraged to attend.

How to Start a Business in Illinois

Third Wednesday of each month

Entrepreneurs that aspire to start a business should begin the process of writing a business plan. This seminar walks attendees through the components of the business plan including: concept feasibility, product/service description, market analysis, operations and organization, financial plan, business financing, choosing a business name and structure, registering a business for taxes, registering for permits/licenses, and obtaining insurance.



Get Set for Success: Grant Preparation Training

First Tuesday of each month

This webinar outlines the steps needed to make sure an organization is ready to apply for grant funding as soon as it becomes available. It can take six to eight weeks to get paperwork in order before an organization will be ready to apply for a federal, state, or local grant. The webinar covers the six steps required to comply with the Grant Accountability and Transparency Act (GATA).



Basic Financial Considerations for Small Businesses

Many people who become small business owners do so because they are passionate about their craft or industry. While some set out with a considerable amount of industry knowledge, many must follow a sharp learning curve to become financially proficient. By expanding your awareness of how money works in business, you can increase the odds of being successful. Join us to learn, or brush up, on the fundamental financial concepts for running your small business, including creating a budget, financial projections, E-Commerce transactions, market research, fixed and variable expenses, and the importance of working capital.

Minority and Underserved Clients

My name is Gabriela Montaigne and I hold a business degree in Business Administration. I worked in marketing, sales, and distribution for XEROX and Nestlé (Purina) in Venezuela's central region.

In my role as the Minority Business Advisor, I enjoy working in the community and creating connections for SBDC of McLean County. I work with clients regarding business start up, website creation, social media, branding, and financing.

I strive to assist minority businesses in utilizing technology and social media marketing, as they are essential components of successful businesses. Additionally, I would like to increase the number of Illinois Wesleyan interns at SBDC of McLean County to expand experiential learning opportunities and client projects.

Ultimately, my priority is to enable my clients to attain equal access to opportunities, create business resources in Spanish, and provide networking and educational webinars and seminars.



En español

Mi nombre es Gabriela Montaigne y tengo un título en Administración de Empresas. Trabajé en marketing, ventas y distribución para XEROX y Nestle (Purina) en la región central de Venezuela.

En mi papel como asesora de negocios de minorías, disfruto trabajando en la comunidad y estableciendo conexiones para el SBDC. Trabajo con clientes ayudándolos a poner en marcha sus negocios, a crear sus sitios web, a hacer uso de las redes sociales, a establecer y dar a conocer su marca, y ofreciéndoles apoyo en el área financiera.

Mi objetivo es ayudar a las empresas de las minorías en la utilización de la tecnología y el uso de las redes sociales, ya que ambos son componentes esenciales de las empresas exitosas. Además, me gustaría aumentar el número de pasantes de Illinois Wesleyan en el SBDC para ampliar las oportunidades de aprendizaje experimental y los proyectos de los clientes.

Mi prioridad es hacer que mis clientes logren igualdad de acceso a las oportunidades que ofrece la comunidad, crear recursos empresariales en español y proporcionar redes y seminarios educativos.

OUR CLIENT SUCCESS STORIES

SBDC of McLean County has helped hundreds of business owners and looks to highlight those it has helped over the past year.

Nanos Tacos



Nanos Tacos is a family business established in June 2022 and has positioned itself as one of the most appreciated food trucks by the local community. Angelica and Jahir are the creators of the business, but they also highlight the fundamental role of their sons Jonas and Johan, who collaborate in the attention and food preparation. Both entrepreneurs are initially from Michoacán, Mexico. Jahir discovered his passion for cooking thanks to his father's influence who has excellent culinary experience and a deep love for the authentic flavors of his country. Jahir always dreamed of having his own business. Angelica and Jahir say that initially, it took some effort since they needed to learn how to register a business and process permits and all the regulations necessary to have a food truck. Angelica highlights the valuable support provided by the SBDC team. They are deeply grateful to the business advisor, Gabriela Montaigne, who provided guidance in the business registration process and invaluable emotional support during times of discouragement.

The Patino family advises all those who wish to start a business, especially those whose companies are related to the gastronomic field, to inform themselves thoroughly before taking the first steps and to take advantage of the resources available in the community. They highlight the support the SBDC and the City's Health Department offer. The "Nanos Tacos" food truck stands out for its vibrant and cheerful décor, but what sets it apart is the quality and authenticity of its food. Customers enjoy the exquisite dishes and value the warmth and excellent service provided by Angelica, Jahir, and their son Johan.

KPingel Wigs

Kyle Pingel, owner of KPingel Wigs, has become a very successful small business owner for 10 years and is most recently started a venture creating custom drag wigs for drag show performers, costumes, and upcycled garments. Kyle's aim is to make pieces of clothes that help people become a better version of themselves. Kyle is a proud queer business owner and most of his customers are a part of the LGBTQ+ community. He is passionate about helping become the truest version of themselves.

Kyle hopes to grow his business in the next year to be a safe space for anyone who wants to dress a little differently. Additionally, Kyle plans to grow KPingel Wigs by hiring more hands to help grow fill his numerous orders and expand his reach. Ultimately, Kyle's dream is to one day have his own line of wigs and one clothing brand. Some advice Kyle follows with his company is "Find your niche and focus on that."

The SBDC assisted Kyle with registering his business with the State of Illinois and website creation. Additionally, SBDC marketing interns worked with Kyle to photograph some of his products to increase awareness and marketing.

You can follow Kyle on Instagram at [kpingelwigs](#), Tiktok at [kpingelwigs](#) and Facebook at [KPingel Wigs and Customs Creations](#).



SBDC

STAKEHOLDERS

SBDC of McLean County is funded in part through a cooperative agreement with the Illinois Department of Commerce and Economic Opportunity, the U.S. Small Business Administration, Illinois Wesleyan University, the Town of Normal, and the City of Bloomington.



Illinois
Department of Commerce
& Economic Opportunity



Advisory Board

SBDC of McLean County Advisory Board consists of volunteers that provide insight and resolve on issues and situations that enable the center to grow and deliver high-quality services to McLean County. SBDC of McLean County employees normally meet with the advisory board bi-monthly. We'd like to thank all the board members for their help and support.

John Cerda, Small Business Owner, Chenoa
Sharla Brown Ajayi, Director, IWU Office of Diversity and Inclusion
Terrance Bond, Assistant to the President for Equity Diversity and Inclusion, Heartland Community College
April Fritzen, Small Business Owner, Bloomington
Denise Geske, Small Business Owner, Bloomington
Melissa Hon, Director of Economic Development, City of Bloomington
Hillary McFeeters, Vice President, Busey Bank
Jerey McKinney, Therapist, Bloomington
Pamela Reece, Manager, Town of Normal
Maria Luisa Zamudio, Executive Director, National center for Urban Education, ISU



2023 ANNUAL REPORT



mcleancosbdc.org



Illinois Small Business
Development Center of
McLean County at IWU



[mcleancountysbdc](https://www.instagram.com/mcleancountysbdc)



Town Council Action Report

April 15, 2024

Resolution Authorizing the Execution of a Collective Bargaining Agreement with the Police Benevolent and Protective Association Unit 22 and Approving an Associated Budget Adjustment

Prepared By: Brian Day, Corporation Counsel

Reviewed By: Pamela S. Reece, City Manager

Stephen Petrilli, Chief of Police

Jason Querciagrossa, Deputy Corporation Council

Staff Recommendation: Approval

Attachments: Proposed Resolution, Agreement

Community Impact

The Normal Police Department consists of 86 sworn police officers, 11 full-time staff and 3.75 full-time equivalent civilian staff. The department, in partnership with the community, work daily to promote safety and enhance the quality of life for Normal residents, as it has done for over 150 years. The department is proud to be nationally accredited by the Commission on Accreditation for Law Enforcement Agencies, a designation it has held for the last three decades. The union, PBPA Unit 22, represents patrol officers and sergeants in the department. The collective bargaining agreement supports the Town's mission to recruit and retain quality police officers.

Budget Impact

Because the proposed four-year agreement reflects higher wage adjustments in years 1 and 2 before reducing down to 2% annual adjustments in years 3 and 4, the budget impact for FY2024-25 will be approximately \$450,000. A budget adjustment is required to allocate appropriate funds into the Police Department operating budget.

Strategic Alignment



Background

In 2020 the Town and PBPA Unit 22 negotiated a collective bargaining agreement (CBA) with a four-year duration. That agreement expired on March 31, 2024. This year, the Town and union engaged in the collective bargaining process to negotiate the successor agreement.

Influencing the negotiations this year was the Town's benefit changes for its nonunion employees. In October of 2023, the Town passed ordinance 5957, amending the Town's Personnel Code to modify the benefits for the Town's nonunion employees. Much of the collective bargaining discussions centered on incorporating those benefit changes into the CBA.

The bargaining teams reached tentative agreement on the proposed CBA on March 21, 2024, and the union voted to ratify the proposed CBA on April 5, 2024. The next step in the process is the approval of the Town council.

Discussion

The modifications in the proposed collective bargaining agreement are as follows:

- 1. Duration:** The agreement is for four years, expiring on March 31, 2028.
- 2. Wages:** The base wages are increased by an aggregate of 15% over the four-year contract period. The breakout is as follows:

April 1, 2024:	6% increase
April 1, 2025:	5% increase
April 1, 2026:	2% increase
April 1, 2027:	2% increase

In addition, the Town has applied for and been awarded a State grant for officer retention bonuses of \$700 to \$1,000 per officer. The Town will distribute those bonuses in accordance with the grant requirements and will guarantee those bonus payments in the event that the grant funds are not received.
- 3. Lateral hiring:** Maintains the Town's authority to laterally hire officers from other departments. Sets forth procedures for calculating salary and leave benefits for the lateral hires.
- 4. Training:** Makes a clarification concerning compensation for out-of-Town training, which is defined as training outside of McLean County.
- 5. Call-back payment:** Clarifies that officers required to return to duty will receive a minimum of two hours' pay.
- 6. Vacation accrual:** Accelerates the vacation-accrual schedule to match the schedule for the Town's nonunion employees under ordinance 5957.

- 7. Residency:** Increases the residency limits from 25 miles to 60 miles, matching the residency requirements for the Town's nonunion employees under ordinance 5957.
- 8. Parental leave:** Provides parental leave matching the leave for the Town's nonunion employees under ordinance 5957.
- 9. Paid time off:** Increases the paid time off from 72 to 88 hours per year. This corresponds to the two additional holidays the Town added in 2024 for nonunion employees.

PBPA Unit 22 has represented sergeants and patrol officers in the Normal Police Department since 1987. This is the Town's fourteenth agreement with the union. The proposed CBA reflects our long historical relationship. Town staff believes that the proposed CBA reaffirms the positive working relationship between the Town and union and supports the continued recruitment and retention of professional law enforcement officers which benefits the department, the union, and the community.

The Town staff appreciates the efforts of the union president, Kendra DeRosa, their chief labor representative, Eric Poertner, and the rest of the union bargaining team in reaching this proposed agreement.

Town staff believes the proposed CBA represents a fair resolution of the issues and is pleased to recommend approval.

Keywords: PBPA, Union, Collective Bargaining, CBA, Police Union

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE POLICE BENEVOLENT AND PROTECTIVE ASSOCIATION UNIT 22 AND APPROVING AN ASSOCIATED BUDGET ADJUSTMENT

WHEREAS, The Town of Normal is a Home Rule Unit of local government with authority to legislate in matters concerning its local government and affairs.

WHEREAS, The Town of Normal has authority under Illinois law to enter into collective bargaining agreements with recognized bargaining agents for employee groups.

WHEREAS, The Police Benevolent and Protective Association Unit No. 22 has ratified a collective bargaining agreement effective from April 1, 2024 through March 31, 2028.

WHEREAS, It is in the best interest of the health, safety and welfare of the citizens of Normal to approve the collective bargaining agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE TOWN OF NORMAL, ILLINOIS:

SECTION 1. The President of the Board of Trustees is authorized to execute a collective bargaining agreement between the Town of Normal and the Police Benevolent and Protective Association Unit No. 22 in the form and manner ratified by the Police Benevolent and Protective Association Unit No. 22.

SECTION 2. A budget adjustment of \$450,000 is hereby approved.

SECITON 3. The Town Clerk is hereby authorized and directed to retain a fully executed original of the collective bargaining agreement on file in her office for public inspection.

ADOPTED this ____ day of _____, 2024.

APPROVED:

President of the Board of Trustees of the Town of Normal, Illinois

ATTEST:

Town Clerk
(seal)

April 1, 2024- March 31, 2028

COLLECTIVE BARGAINING
AGREEMENT

Between the

TOWN OF NORMAL, ILLINOIS

And the

POLICE BENEVOLENT AND PROTECTIVE
ASSOCIATION UNIT #22

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AGREEMENT

This agreement is made and entered into on April 16, 2024 between the Town of Normal, Illinois, (hereafter referred to as Town) and the Police Benevolent and Protective Association, Unit #22, (hereinafter referred to as Association).

WHEREAS, it is the purpose of this Agreement to set forth all agreements regarding wages, hours and other conditions of employment, to promote intra-departmental efficiency and effectiveness, and to provide for the prompt and fair settlement of grievances; and

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

Now, therefore, the parties agree as follows:

ARTICLE I RECOGNITION

The Town recognizes the Association as the sole and exclusive bargaining agent for full-time sworn employees holding the rank of Police Officer or Sergeant in the Normal Police Department for the purposes set forth in this Agreement. Probationary employees shall not be covered by the terms of this agreement until completion of basic training.

ARTICLE II PAYROLL DEDUCTION

Section 2.1 Dues Check-Off. Upon receipt of a signed authorization from an employee in the form set forth in Appendix A, the Town agrees for the duration of this Agreement to deduct regular monthly dues, uniform in amount, from such employee's pay. The Association will notify the Town in writing of the amount of the monthly dues to be deducted. The Association agrees to give the Town thirty (30) days notice of any change in the amount of dues to be deducted. Deductions shall be made in equal amounts twice monthly and shall be promptly remitted.

Section 2.2 Other Payroll Deductions. Voluntary payroll deductions to the ICMA Retirement Corporation, Normal City Employee's Federal Credit Union, United Way and other Town-authorized deductions will be continued at the Town's discretion.

Section 2.3 Direct Deposit. Employees shall authorize direct deposit of payroll into their designated account.

Section 2.4 Fair Share. Pursuant to Section 3(g) of the Illinois Public Labor Relations Act, effective January 1, 1986, the parties agree that a fair share fee which shall not exceed the amount of dues

uniformly required of members and which shall reflect the proportionate share of the cost of the collective bargaining process, contract administration and the pursuance of matters affecting wages, hours, and conditions of employment, shall be deducted from the wages of any non-member employees. The amount to be deducted shall be determined by the Treasurer of the Association and shall be made in equal amounts twice monthly and shall be promptly remitted to the Association.

The obligation to pay a fair share fee to the Association shall not apply to an employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a non-religious charitable organization mutually agreed to by the objecting employee and the Association. If the employee and the Association are unable to agree upon a non-religious charitable organization, the organization shall be determined in accordance with the procedures established by the Illinois State Labor Relations Board.

Any non-member making a fair share payment may object to the amount of his fair share payments on the grounds that all or part of such payments have been expended by the Association for political activities or causes or for activities or causes relating to ideological issues not germane to the collective bargaining process or contract administration. Any such employee with any such objection shall process their objection in accordance with the procedure set forth in Appendix B attached hereto and made a part of this Agreement.

ARTICLE III MANAGEMENT RIGHTS

It is recognized that the Town has and will continue to retain the right and responsibility to direct the affairs of the Police Department in all of its various aspects. Among the rights retained by the Town are the Town's right to direct the working forces; to plan, direct, and control all the operations and services of the Police Department; to schedule and assign work; to determine the methods, means, organizations, and number of personnel by which such operations and services are to be conducted; to establish work and productivity standards; to determine whether goods or services shall be made or purchased; to make and enforce reasonable rules and regulations; to hire, promote, suspend, investigate, discipline or discharge employees for just cause, except the discharge of probationary employee's without cause; to change or eliminate existing methods, equipment, or facilities provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE IV NO STRIKE-NO LOCKOUT

During the term of this Agreement, neither the Association, its officers, agents, or any employees will, directly or indirectly, promote, induce, instigate, encourage, authorize, ratify, condone or participate in any strike, sympathy strike, slowdown, mass absenteeism, concerted stoppage of work or any other interruption of the operations of the Town, regardless of the reason for doing so. Any or all employees violating any of the provisions of this Article may be disciplined or discharged by the Town.

The Town will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Association, or any other labor organization, unless there is a violation of Article IV.

ARTICLE V GRIEVANCE PROCEDURE

Section 5.1 Definition. A grievance is a dispute or difference of opinion raised by one (1) or more police officers or the Association against the Town involving the meaning or application of the express provisions of this Agreement.

Section 5.2 Procedure. The parties agree to act in good faith to attempt to resolve the grievance promptly and expeditiously. All grievances must be submitted in writing using the grievance form found in Appendix H, stating the facts of the complaint, the section(s) of this Agreement involved and the relief requested at the appropriate initial step. All grievances must progress through the appropriate steps in order to be considered unless the parties mutually agree in writing to file a grievance at an advanced step. A grievance shall be processed in the following manner:

Step 1 - After verbal notification to their immediate supervisor, any grievant who has a grievance shall submit the same in writing to the supervising Lieutenant within five (5) calendar days after the grievant knows, or through the exercise of reasonable diligence, should have known of the event giving rise to the grievance. The supervising Lieutenant shall give a written answer within three (3) scheduled work days after receipt of the grievance.

Step 2 - If the grievance is not settled in Step 1 and an Officer or the Association wishes to appeal the grievance to Step 2 of the grievance procedure, it shall be referred in writing to the Police Chief within three (3) calendar days of the response, from the supervising Lieutenant. Each Step 2 grievance shall be signed by the Police Officer or Association Steward. The Police Chief, or designated representative, shall discuss the grievance with the Officer, the Association's designated representative and any additional persons the parties deem necessary within five (5) calendar days after receipt of the grievance. The Police Chief shall give a written answer to the grievance within five (5) calendar days of the meeting.

Step 3 - If the grievance is not settled in Step 2 and the Association wishes to appeal, it shall be referred in writing to the City Manager and/or a designated representative within three (3) calendar days after the Association Grievance Committee's approval of an appeal but in no event more than ten (10) days after the Police Chief's answer at Step 2. A meeting between the City Manager and/or representative, the Police Officer, and the Association's designated representative shall be held at a time mutually agreeable to the parties. This meeting shall be held not later than ten (10) calendar days after the grievance has been filed with the City Manager. Should the Association fail to attend the scheduled meeting, the grievance will be considered waived. If the grievance is settled as a result of such a meeting, the settlement shall be reduced to writing and signed by the City Manager, or his representative, and the Association. The City Manager shall give a written response within five (5) calendar days of the meeting.

Section 5.3 Time Limits. No grievance shall be entertained or processed unless it is submitted

within five (5) calendar days after the grievant knows, or through the exercise of reasonable diligence, should have known of the occurrence of the event giving rise to the grievance. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Town's last answer. If the Town does not answer a grievance or an appeal thereof within the specified time limits, the grievance shall be treated as having been denied and shall automatically be appealed to the next step. By mutual agreement, any time limit can be extended beyond those contained in this Article.

Section 5.4 Arbitration. If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration within seven (7) calendar days after receipt of the Town's answer in Step 3. The parties, by mutual agreement in writing, may submit more than one (1) grievance to the same arbitrator. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) day period, the parties shall immediately jointly request the Illinois Labor Relations Board to submit a panel of five (5) arbitrators who are members of the National Academy of Arbitrators residing in the Midwest region. Either party may reject one entire panel of arbitrators. From an acceptable panel, the arbitrator shall be selected by the alternate striking of names.

The party demanding arbitration shall strike the first name, after which the other party shall strike a name. After four (4) names are stricken by this procedure, the remaining person shall be the arbitrator. The arbitrator shall be notified of his selection requesting that a date and time for the hearing, subject to the availability of the Town and Association representatives, be set. All arbitration hearings shall be held in Normal, Illinois.

Section 5.5 Authority of Arbitrator. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He shall only consider and make a binding award with respect to the specific issue submitted in writing by the Town and the Association, and shall have no authority to make an award on any other issue not so submitted. The arbitrator shall be without power to make an award contrary to or inconsistent with or modifying or varying the laws of the State of Illinois or the ordinances of the Town of Normal, provided such laws or ordinances are not in conflict with the provisions of this Agreement. The arbitrator shall submit in writing an award within thirty (30) days following the close of the hearings or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The award shall be based solely upon the Arbitrator's interpretation of the meaning or application of the express terms of this Agreement to the facts of the grievance presented. The arbitrator's decision shall be final and binding upon the parties.

Section 5.6 Discharge and Discipline.

A. STANDARDS OF DISCIPLINE:

All disciplinary action against employees shall be carried out in accordance with Department rules, regulations, orders, policies, procedures, Town ordinances and State Laws governing the discipline of police officers except as modified herein.

Discipline shall be progressive and corrective, and shall be designed to improve behavior and not merely punish it. In some instances, an incident may justify severe disciplinary action including

termination, depending on the seriousness of the incident. No employee shall be suspended or terminated without just cause or demoted without reasonable articulation.

B. APPEALS OF DISCIPLINE:

1. Appeals of disciplinary charges seeking an employee's suspension, termination, or demotion shall be subject to review by the grievance procedure provided below. Disciplinary action involving a letter of reprimand may only be appealed to the City Manager and not beyond. In these cases, the decision of the City Manager shall be final and binding on all parties.

The employee shall have three (3) calendar days from the service of charges and requested disciplinary measures to appeal to the City Manager. The City Manager shall have five (5) calendar days to conduct a hearing and render a decision. Said hearing shall include the City Manager and/or his representative, the Police Chief and/or his representative, the police officer in question, and the Association's representative. Following said hearing and decision, the City Manager's decision may be imposed.

The Association may appeal the decision of the City Manager to grievance arbitration within seven (7) calendar days after receipt of the City Manager's decision.

2. The Town may, at its option, choose to suspend an employee without pay pending a hearing before the City Manager or an arbitrator in extreme cases involving public or employee safety.
3. The Town and the Association hereby agree to select an arbitrator for appeals of disciplinary charges using the process defined in Section 5.4. The parties further agree that any hearing before said arbitrator shall not require the parties to file post hearing briefs. The Arbitrator shall have the authority granted him in Section 5.5 of this Agreement. The arbitrator shall be directed to submit his decision within thirty (30) days of the conclusion of the hearing. Fees and expenses for the hearing shall be handled in accordance with Section 5.7 of this Agreement.

C. PROBATIONARY EMPLOYEES: Probationary employees may appeal discipline, including termination, to the City Manager but are not entitled to the arbitration procedure provided herein. The decision of the City Manager shall be final.

D. EXPUNGEMENT OF DISCIPLINE: Officers who have received disciplinary action may request to have the documentation expunged from their personnel file following the procedure outlined below.

1. Reviews concerning documented counseling, written warnings, contact sheets or reprimands may be requested two years from the date of issue.
2. Reviews covering suspensions may be requested four years from the date of issue.

Officers requesting a review will do so, in writing, to the Chief of Police. The Chief may request a meeting with the officer to discuss his/her request. In determining whether or not this discipline is removed, the Chief may consider the reason for disciplinary action, and the Officer's past record.

The Chief shall confer with the Town's Personnel Officer in formulating his decision. The requesting Officer will be informed in writing of the decision. The Chief's decision will be final, but does not prohibit the Officer from making a future request.

Upon retirement, Officers may request that past disciplinary action be removed from their personnel file by following the procedure outlined above.

Section 5.7 Expenses of Arbitration. All fees and expenses associated with the arbitrator's services and any transcripts if requested by the arbitrator or either party, shall be borne equally by the Town and Association. Each party shall be responsible for compensating its own representatives and witnesses.

Section 5.8 Town Grievance. Nothing contained in this Article shall preclude the Town's ability to initiate a grievance and request arbitration under this Agreement. A Town-initiated grievance shall begin at Step 3 of the grievance procedure as contained in Article V.

Section 5.9 Association Grievance Committee. The Association shall establish and maintain a committee of its members for the purpose of reviewing and evaluating grievances. No grievance may be appealed from Step 2 to Step 3 without the approval of the Grievance Committee. The overall purpose of the Grievance Committee shall be: (1) to counsel employees as to the merits of particular grievances; (2) to identify disputes which are not well founded in the language of the contract and encourage the resolution of such disputes by other informal means; and (3) to conserve time and resources by approving for further appeal only those grievances which in the judgment of the Committee present substantial questions of contractual dispute.

ARTICE VI
WAGES

A. The salaries for all bargaining unit employees shall be paid in accordance with the salary schedule plan outlined in Appendix C.

Effective April 1, 2024, the base salary shall be adjusted upward by 6% to \$90,529.
Effective April 1, 2025, the base salary shall be adjusted upward by 5% to \$95,056.
Effective April 1, 2026, the base salary shall be adjusted upward by 2% to \$96,958.
Effective April 1, 2027, the base salary shall be adjusted upward by 2% to \$98,898.

B. The Town has applied for a grant from the Illinois Law Enforcement Training and Standards Board ("ILETSB") to provide bonus payments to employees with service with the Town before October 19, 2023 in the following amounts:

- (1) For employees with less than two years of service: \$700.
- (2) For employees with at least two years of service but less than five: \$800.
- (3) For employees with at least five years of service but less than 10: \$900.
- (4) For employees with 10 or more years of service: \$1,000.

The Town will deposit the bonus payments as soon as practical after the ILETSB disburses the grant funds to the Town. All disbursements will be made in the form and manner as required by the

applicable grant documents.

If, for any reason, the ILETSB notifies the Town that the grant is rejected and the funds will not be disbursed, then the Town shall pay the bonuses as set forth under this section as soon as practical after receiving that notice.

ARTICLE VII HOURS OF WORK

Section 7.1 Work Period. The work period shall be defined as a 28 consecutive calendar day period beginning on the first Sunday of the first payroll period after the effective date of this Agreement and continuing in like succession every 28 days thereafter.

Section 7.2 Work Day/Work Week.

- A. Regular Schedule - Employees shall work a regularly scheduled work week of five (5) consecutive eight (8) hour days followed by two (2) consecutive days off or four (4) consecutive ten (10) hour days followed by three (3) consecutive days off. A work day shall include an eight (8) or ten (10) hour shift within the twenty-four (24) hour period from 11:00 p.m. to 11:00 p.m. An employee's work week begins on the first work day following the employee's regularly scheduled day off. For the purpose of payroll calculations, the work week starting and ending times shall be consistent throughout the department.
- B. Start Time - All employees shall be in uniform ready for duty at the start of each shift or such employee's scheduled work day start time.
- C. Early Start - In the event an employee is in the station, in uniform and ready for duty prior to the start of such shift, then such officer may be assigned to work prior to the start of a such shift. In the event an officer is assigned an early start as provided herein, then such officer's schedule for that day only may, at the discretion of the shift supervisor, be flexed by releasing such officer early from duty. Time worked during an early start period shall be considered straight time. If such officer is not released early, then the overtime pay provisions of a Article 8 shall apply for all time worked in excess of a regular work day [eight (8) or ten (10) hours].
- D. Early Release Time - Employees shall no longer be released early from duty except as provided above. The practice of early release time is hereby abolished.

Section 7.3 Exchange of Shift. Employees shall have the right to temporarily exchange shifts when such an exchange does not interfere with the operation of the Police Department or create overtime. The employee shall give notice to the shift commander at least one (1) day prior to the proposed exchange.

Section 7.4 No Guarantee. The intent of Article 7 is not to create any substantive rights for either party, but rather to define the normal hours of work within a work period and the procedures whereby work assignments are made. The several sections of Article 7 relating to these subjects, shall not be interpreted as a guarantee of hours of work per day, per week or per work period. In situations where the Town has the authority to terminate an employee's work (e.g., lay-off, suspension, discharge, etc.) the

Town rights under Article 3 are preserved.

Section 7.5 Shift Assignment. The Town acknowledges that the currently established patrol shifts are as follows:

First Shift - 11:00 p.m. to 7:00 a.m.
 Second Shift - 7:00 a.m. to 3:00 p.m.
 Third Shift - 3:00 p.m. to 11:00 p.m.
 Fourth shift - 6:30 a.m. to 4:30 p.m.
 Fifth shift - 6:00 p.m. to 4:00 a.m.

The Town further acknowledges that it has no present intention of changing these established shifts. However, the Town retains the right to add additional shifts in order to meet the needs of the service.

Shift assignments within the Patrol Division shall be determined by bid based on seniority in rank. Shift bids will be for a period of six (6) months beginning on about the first day of January and July of each calendar year. The Town shall post a list of all such shift assignments for bid on or before December 1st and June 1st of each year.

In the case of a temporary employee vacancy within the Patrol Division during the six (6) month bid period, the Town will attempt to fill such vacancies through voluntary flexing of schedules by patrol employees. The Town may also, when appropriate, fill such vacancies through the reassignment of employees assigned to specialty positions. In situations where the Town is unable to fill a temporary vacancy via voluntary flexing or via reassignment from a specialty position, the Town may reassign an employee, from among the five (5) least senior patrol officers who have completed their field training, to fill the vacancy. Such reassignment shall be subject to the following conditions:

- A. The employee to be temporarily reassigned shall be provided with a minimum of forty eight (48) hours notice prior to the change in their work schedule.
- B. No employee shall be reassigned for a period in excess of sixty (60) calendar days.
- C. No employee will be required to work more than forty (40) hours per week without the payment of overtime as is provided in Article VIII. Further, for the purpose of calculating overtime due the employee, the method established in Section 7.8 (Adjustments of Work Week Following Shift Bid) shall apply to any modification of the employee's work schedule.

Employees assigned to the Detective Division or other specialized details (i.e., D.A.R.E. Program, Community Relations Program, Division of Criminal Investigation, Accreditation Program, and others as may be established by the Town and all herein referred to as specialized details) shall be assigned in accordance with departmental directives and the provisions of this Agreement. Employees assigned to these duties shall work five (5) consecutive eight (8) hour shifts or four (4) consecutive ten (10) hour shifts. Regular hours and days of work shall be established by the Town and may be changed by order of the Town from time to time to accommodate the needs of the service as specified in Section 7.6 as applicable.

Those employees assigned to specialized details shall reserve the right to bid on shifts in the Patrol Division by notifying the Town no later than May 1st for the July-December bid period, or no later than November 1st for the January-June bid period. The Town will then attempt to fill the vacated specialized detail position following departmental directives.

If the Town is unable to fill the vacated specialized position, leaving more employees eligible to bid than the number of slots available, the Town-Association Committee will meet to discuss all options on how to fill the vacated specialized position. The Committee will attempt to reach consensus on the option used to fill the position. If consensus is reached, the chosen option(s) will be implemented.

If consensus cannot be reached and the Town continues its desire to fill the position, a bid slot for the vacated specialized position will be placed on the bid sheet. This bid specialty position will have fixed hours and be filled by seniority through the bid process. If the Town chooses not to fill the position nor create a new specialized position, then an additional bid slot on the patrol shift will be created.

Section 7.6 Changes by the Town. The Association recognizes the needs of the service may necessitate reasonable changes in the hours and days of work of individual employees from time to time. These scheduling changes may be made by order of the Town subject to the payment of any applicable overtime. However, within the Patrol Division, the Town may make no changes to the bid shift assignments and work schedules of any employee without the payment of overtime for hours worked outside of the bid hours except as follows:

- A. Work schedule changes for training activities as prescribed in Section 7.7.
- B. Changes to the work schedule of an employee who is deemed not able to perform their regular duties due to medical or other reasons. Such a schedule change or reassignment shall be made at the discretion of the Town.
- C. Changes in the work schedule made necessary by the voluntary assignment of an employee to a specialized detail.
- D. Changes in the work schedule to accommodate the needs of the service in an emergency or exigent situations.
- E. Upon the request of the Town, an employee may voluntarily flex his/her shift to accommodate the needs of the service. Any voluntary flex of an employee's hours will not be considered overtime hours worked.
- F. Changes in the work schedule to accommodate jury duty service as provided in Section 15.7.

For employees assigned to a specialized detail, the Town may make reasonable changes in the regular work day/work week schedule without the payment of overtime, except for those hours worked in excess of eight (8) per day and forty (40) per week. However, work schedule changes to accommodate training activities shall be made in accordance with Section 7.7 and, further, the Town shall not have the authority to make changes in the work day/work week schedule of any employee to accommodate a required court appearance except when such a court assignment is expected to extend for a period of three (3) consecutive days or more.

Section 7.7 Training. The Town and the Association agree that employee training is a mutually beneficial activity for both the employees and the Department. With that understanding, the Town reserves the right to make reasonable changes in an employee's work day schedule (i.e., daily shift assignment) in order to accommodate training, provided that no employee is required to work and/or attend training more than eight (8) hours in one day or forty (40) hours in a seven (7) day period without being compensated at the premium rate of pay in cash or compensatory time at the election of the employee. For the purpose of this section, the following shall apply:

- A. If a training activity is less than thirty-two (32) hours in duration, and falls on an employee's regularly scheduled day off, the employee shall be compensated at the premium rate of pay or compensatory time for the hours worked in that day provided that such compensation does not conflict with Section 8.7.
- B. Compensable training time shall include actual classroom time and, in the case of out-of-town training, reasonable travel time to and from the training activity. If out-of-town training exceeds eight (8) hours in one day, the Town may subtract up to one hour for lunch, so long as the total for the day does not fall below eight (8) hours. For the purposes of this section, "out-of-town training" means training that occurs outside of McLean County.
- C. For training lasting four consecutive days (32 hours) or longer, employees shall be entitled to premium pay for work exceeding eight (8) hours in one day and for work exceeding an average of 40 hours per week within the "training cycle". A training cycle begins with the employee's work week during which the first day of training or compensable travel to training occurs and ends with the work week during which the last day of training or compensable travel from training occurs. The average hours worked per week within the training cycle shall be determined by dividing the total number of hours of work by the number of work weeks spanning the training cycle. During a training cycle, employees are entitled to an average of two (2) days off per work week. Employees have the option to take their days off during any portion of the training cycle as long as the training activity is not disrupted.

Section 7.8 Adjustment of Work Week Following Shift Bid. Employees who bid to work the patrol shift will assume his/her bid slot during the first complete payroll period in January and July of the respective bid periods. During this period, a work week will be the same used for the purpose of payroll calculations and will be consistent for all department employees. Overtime will be paid for all hours worked in excess of eighty (80) hours during this two (2) week period and hours worked in excess of a regular eight (8) or ten (10) hour work day. Employees will not be required to work more than five (5) consecutive eight (8) hour work days or four (4) consecutive ten (10) hour work days without having a scheduled day off or the payment of overtime.

ARTICLE VIII OVERTIME

Section 8.1 Definition. Overtime shall be defined as premium pay for actual hours worked in excess of a regular work day as defined by Section 7.2 or forty (40) hours in a work week. Overtime shall be reported in a minimum of one tenth (1/10th) of an hour segments [six (6) minutes] and any time over six (6) minutes shall be rounded up to the nearest one tenth (1/10th) of an hour.

Section 8.2 Calculation of Overtime Pay. Overtime pay will equal one and one-half (1 1/2) times an employee's regular rate of pay calculated by dividing the employee's annual salary by 2,080 hours.

Section 8.3 Compensatory Time. Employees may elect during the work period to receive compensatory time in lieu of overtime pay equal to one and one-half (1 1/2) hours for every hour of overtime actually worked.

Section 8.4 Call-Back. An employee who is required to return to duty for any period that is outside his or her normal duty schedule and not immediately preceding or following their regular duty schedule, is guaranteed a minimum of two (2) hours of compensation work at the appropriate rate of pay.

Section 8.5 Call In/Holdover. An employee required to report early or remain past their normal duty schedule shall be credited for their actual hours worked at the appropriate rate of pay. Such a call-in/holdover shall not constitute a call-back and is not subject to the two (2) hour call-back provision outlined in Section 8.4.

Section 8.6 Court Time. An employee required to appear in court in the performance of their official duties, outside their normal duty schedule shall be compensated in accordance with Section 8.4 and Section 8.5.

Section 8.7 No Pyramiding. There shall be no duplication or pyramiding in the computation of overtime or other premium wages, including call back pay. Nothing in this Agreement shall be construed to require the payment of overtime or other pay more than once for the same hours worked.

Section 8.8 Pre-Planned Scheduled Overtime. In order to equalize overtime opportunities among Association employees, all pre-planned scheduled overtime available (i.e. parades, races, special events, etc.,) will be offered to employees in accordance with the following procedure:

The department will maintain three (3) lists of Association members who desire to work pre-planned overtime. The first list will be for those holding the rank of Sergeant, filling supervisory vacancies. The second list will consist of officers for shift vacancies known at least seven (7) days in advance. The third list will be for all other overtime opportunities known at least seven (7) days in advance. Sergeants on the third list will only be eligible to work DUI hire-backs and pre-planned scheduled overtime financed by an outside entity. Each employee who desires to be contacted to work pre-planned scheduled overtime during a shift bid period will sign his/her name to a sign up sheet at the time the bid sheet is signed. After the bid sheet is completed, the respective overtime lists will be compiled by seniority in each rank with the most senior employee being placed at the top of the respective list. The lists will then be posted in the roll call/training room of the Police Department.

All overtime opportunities which are known to the Town at least seven (7) days in advance of the date the overtime is to be worked will be filled from the overtime lists. The available overtime will be offered to the first employee whose name appears at the top of the appropriate list. The offer to work overtime will then be offered to each employee in order of seniority until the manpower requirements for the overtime has been filled. The employee whose name is next on the list will then become the first name on the top of list for the next pre-planned overtime opportunity. This procedure will continue for each pre-planned

overtime opportunity throughout the bid period. When each list is exhausted, overtime opportunities will commence at the top of the initial lists.

The Town and the Union agree that this section shall be utilized on the occurrence of overtime opportunities for special events. The Town makes the sole determination as to when an overtime opportunity exists. The Town further agrees not to utilize Section 11.3, Working Out of Rank, or Section 17.2, Temporary Appointments, to fill a supervisory position for a special event which would otherwise have provided for an overtime opportunity. In the event that a vacancy remains unfilled after exhausting the sergeant's preplanned overtime list, the Town may order a sergeant to work or utilize Section 11.3 or Section 17.2 at the Town's discretion. Special events are things such as parades, races, fairs, and other special events, but does not include vacancies in the normal supervisory staff. The Town may fill vacancies in the normal and usual supervisory staff utilizing Sections 11.3, 17.2 or 8.8 at its discretion.

ARTICLE IX INSURANCE

Section 9.1 Health Insurance. The Town will provide a group health insurance plan for all employees equal to that provided to other Town employees pursuant to the Town's Personnel Ordinance.

The Town agrees to contribute 50% per month toward the cost of dependent health insurance coverage for those employees who participate in wellness.

Bargaining unit employees agree to participate in the Town Group Health Insurance Plan on the same terms and conditions and with the same premium schedules and wellness incentives as developed and applied from time to time for non-bargaining unit employees. Specifically, bargaining unit employees will be subject to coverage levels and wellness incentives as follows:

<u>Coverage Level</u>	<u>Premium Rate with Wellness Participation (employee share)</u>	<u>Premium Rate without Wellness Participation (employee share)</u>
<u>Employee Only</u>	<u>\$ -0-</u>	<u>\$-0- Plus \$40.00 per month</u>
<u>Employee and Spouse</u>	<u>\$320.00</u>	<u>\$320.00 Plus \$80 per month</u>
<u>Employee and Child(ren)</u>	<u>\$265.00</u>	<u>\$265.00 Plus \$40 per month</u>
<u>Family</u>	<u>\$495.00</u>	<u>\$495.00 Plus \$80 per month</u>

The parties recognize that the dollar amounts set forth above may change and bargaining unit employees shall pay any new amounts established by Town, provided the same amounts are applicable to non-bargaining unit employees.

Section 9.2 Health Maintenance Organization. In lieu of health insurance outlined above, employees may elect to participate in any eligible Health Maintenance Organization (HMO) certified by the Town. The Town will contribute to the cost of an HMO plan a monthly amount equal to that provided for the employee and/or dependent health insurance coverage as contained in Section 9.1 above. Any cost for HMO participation greater than the Town's contribution shall be paid by the employee.

Section 9.3 Life Insurance. The Town agrees to provide \$30,000 in term life insurance and accidental death or dismemberment coverage to each employee and make available, at the employees option and cost, dependent coverage in accordance with the following schedule:

Spouse	10,000.00
Child (6 months to 23 years).....	\$3,000.00
Child (16 days to 6 months).....	\$ 100.00

Section 9.4 Retiree Health Insurance. The Town will provide continued group health insurance coverage for retired and/or disabled employees, their spouse and/or dependents, and the surviving spouse and/or dependents of deceased employees (Qualified Retirees). The cost of such continued group health insurance shall be borne by the Qualified Retirees. For all employees hired prior to November 1, 2008 except for those who opt in to the sick leave buyout provision as defined in Section 14.8, the Town shall contribute 50% toward the cost of the retiree individual health insurance premium and 20% toward the cost of the retiree's dependent insurance premium for employees who retire with 20 or more years of service and upon reaching 50 years of age.

Qualified Retirees shall participate in such continued group health insurance coverage using the same premium schedules and wellness incentives as developed and applied by the Town for non-bargaining unit retirees.

This section applies only to employees and/or their surviving dependents covered by the terms of this Agreement.

Section 9.5 Dental Insurance. The Town agrees to provide a group dental insurance program for all bargaining unit employees. The level of benefits provided by such dental insurance program shall be equal to that provided to other Town employees pursuant to the Town's Personnel Policy. The Town agrees to pay one hundred percent (100%) of the premium cost of individual coverage and fifty percent (50%) of the premium cost for dependent coverage.

ARTICLE X
UNIFORMS

Section 10.1 Uniforms. The Town shall provide each employee with the necessary uniforms and equipment as described in the current operative departmental order upon successful completion of P.T.I. and F.T.O. training. Replacement items shall not be damaged or the wrong size. Nothing in this agreement prohibits the issuance of used replacement items. A copy of the current operative is attached as Appendix D.

It is the understanding of the parties that the Town will no longer be obligated to provide employees with a firearm. It shall be the responsibility of each employee to provide his or her own firearm that is

approved for use by the Normal Police Department. Further, it shall be understood that the Town will discontinue the practice of giving a Town issued revolver to employees upon their retirement.

Section 10.2 Plain Clothes Allowance. Employees assigned to a plain clothes assignment in Criminal Investigations Division and School Resource Officer positions prior to January 1, 2009 for more than six (6) months shall receive six hundred dollars (\$600.00) the first full pay period in January for the purchase of clothing. Employees assigned to Criminal Investigations Division and School Resource Officer positions after January 1, 2009 for more than six (6) months shall receive six hundred dollars (\$600.00) upon assignment and on the anniversary of such assignment, paid the first full pay period following the date of assignment. Employees assigned to the Vice Unit shall receive five hundred (\$500.00) upon initial assignment by separate check.

Section 10.3 Return of Uniforms and Equipment. Upon separation from the Department, employees will return all uniform items, accessories and equipment to the Department, cleaned and in serviceable condition, prior to the release of their final payroll check. Employees retiring after 20 or more years of satisfactory service with the Department will be allowed to retain one (1) dress uniform. Use of the dress uniform is limited to formal ceremony and burial.

ARTICLE XI OTHER FRINGE BENEFITS

Section 11.1 Tuition Reimbursement. Reimbursement of tuition, textbooks, and fees will be provided to employees covered by this Agreement for the successful (i.e. minimum grade of "C" on a scale of "A-F" or equivalent) completion of college level courses so long as the employee is working toward a college level degree from an accredited institution in the following fields of study:

- Business Administration
- Criminal Justice Sciences
- Legal Studies (undergraduate minor)
- Management/Public Administration
- Political Science
- Psychology
- Social Sciences
- Social Work
- Sociology
- Traffic and Safety Education (undergraduate minor)
- Foreign Language
- Computer Sciences
- Homeland Security

Full reimbursement (up to 100% of the current per credit hour charge of Illinois State University) will be paid for the successful completion of all subject matter courses and elective courses required to obtain a degree.

Upon approval of the City Manager or his designee, full or partial reimbursement may be granted

for other college level courses which may enhance the employee's job performance.

Tuition reimbursement must be requested no more than six (6) months following completion of a course(s). An employee receiving reimbursement pursuant to this section shall repay to the Town the full amount of said reimbursement if the employee voluntarily separates their employment with the Town within one year of completion of the course(s) for which they were reimbursed. The employee must repay 50% of their reimbursement if he/she voluntarily separates their employment within two years of completion of the course(s).

For the purposes of this Agreement the term "accredited institution" shall be defined as an educational institution accredited by the Council of Higher Education Accreditation (CHEA) or a regional accrediting body recognized by CHEA (eg. North Central Association of Colleges and Schools (NCA) and/or the Higher Learning Commission (HLC)).

Section 11.2 Employee Assistance Program. The Town agrees to provide access to programs, services, and facilities through the Town's Employee Assistance Program. Nothing in this section infers or implies that the Town cannot expand, reduce, or eliminate the level of services provided through the Employee Assistance Program.

Employees are encouraged to participate in the offerings of the Employee Assistance Program.

Section 11.3 Working Out of Rank. Police Officers required to work above the rank for which they are normally assigned for four (4) hours or more any duty day, will be compensated at the rate of one (1) hour of overtime pay in addition to the actual hours worked. Police Officers required to work above the rank for which they are normally assigned for eight (8) hours or more any duty day, will be compensated at the rate of two (2) hour of overtime pay in addition to the actual hours worked. This section will apply to any temporary promotional appointment of less than thirty (30) days.

Section 11.4 Mileage Reimbursement. Employees required to use their private automobiles for pre-approved Department business shall be compensated at a rate in accordance with Town Directive.

Section 11.5 Copies of Agreement. The Town agrees to post a copy of this agreement on the Town intranet. Additionally, the Town shall post a copy of this agreement on the e-mail server for a period of fourteen days following execution.

Section 11.6 Pension Deferral. The Town agrees to defer an employee's contribution to the Police Pension Fund, in accordance with Internal Revenue Service guidelines.

Section 11.7 Miscellaneous. The Town agrees to maintain the following benefits at current levels during the term of this Agreement:

1. Free parking spaces sufficient in number to meet the needs of employees, within a reasonable distance to the City Hall/Police facility.
2. Departmental issued ammunition for range qualification of on duty weapons and authorized back-up weapons.

3. An area for one Association trophy cabinet and file cabinet.
4. Reasonable replacement of personal items that are lost or damaged in the course of duty. "Personal items" shall be defined to include such things as an employee's wrist watch, prescription eye wear and dental appliances (not covered by the Town's workers compensation carrier), flashlights, gloves and any other personal items deemed appropriate by the Town for replacement. To obtain reimbursement, employees will be required to provide sufficient proof that the loss of or damage to the personal item occurred while on duty and in the course of duty, and evidence supporting the actual cost to replace or repair the item. The Town will not replace any item that is lost or damaged as a result of negligent or careless action by the employee. Further, the Town shall be liable for replacement expenses of no more than two hundred and fifty dollars (\$250.00) per year per employee, with exception of prescription eye wear and dental appliances which shall be replaced at one hundred percent (100%). This provision shall not require replacement by the Town of lost/damaged jewelry, money, credit cards and/or any other personal items, except those specifically listed above.
5. Participation in the Town's Length of Service Award Program as is provided for other Town employees pursuant to the Town's Personnel Policy.

Section 11.8 F.T.O. Compensation. Police officers required to serve in the capacity of a Field Training Officer (F.T.O.) shall be compensated with an additional one and one half (1.5) hours of overtime pay, along with their regular pay, for every eight (8) hours worked in one work day in an F.T.O. capacity. Police Officers assigned to ten (10) hour shifts and required to serve in the capacity of F.T.O. shall be compensated with an additional 1.8 hours of overtime pay, along with their regular pay, for every ten (10) hours worked in one day in an F.T.O. capacity.

Section 11.9 Section 125 Salary Reduction Plan. The Town agrees to allow the members of the bargaining unit to participate in the Section 125 Salary Reduction Plan as is made available to other non-contract Town employees pursuant to the Town's personnel policy.

ARTICLE XII VACATIONS

Section 12.1 Vacation. Employees shall accrue vacation leave, with pay, in accordance with the following schedule:

<u>Years of Continuous Service</u>	<u>Accrual Rate</u>
More than 1 year, but less than 5 years	6.67 hours per month
At least 5 years, but less than 10 years	10.00 hours per month
10 or more years	13.33 hours per month

For purposes of vacation leave accrual but not scheduling, for employees who are hired under the

Lateral Hiring program and who qualify as Certified Patrol Officers as outlined in Appendix C, their years of credible continuous full-time law enforcement experience will be counted as continuous service with the Town. Certified Patrol Officers will accrue vacation leave, with pay, at the rate consistent with their credible continuous full-time law enforcement experience at the time of hire and increase with their continuous service with the Town.

Computation of entitled vacation time shall be made at the end of each completed month of service and immediately available to the employee.

Section 12.2 Requesting and Scheduling Vacations. Vacations shall be scheduled according to the following procedures and conditions:

1. Beginning in 2005, employees shall have the option to bid for vacation leave time. Bidding shall commence concurrent with the shift bidding process in accordance with Section 7.5. The vacation bids of the most senior employees shall have priority.
2. Employees may elect not to schedule all or part of their vacation leave time through bidding. No person shall bid less than one (1) day. The vacation leave time of such employees may be scheduled at the time of each shift bid, for that next six month bid period, but the scheduling of such request shall be subject to the approval of the Town. Such requests for vacation time shall be subject to the following additional conditions.
 - a. Vacation time can be taken in one (1) hour increments.
 - b. Vacation leave shall not create the callback of unscheduled personnel of the payment of overtime, unless approved by the Town.
 - c. When more than one (1) request for the same vacation date is made within any twenty-four (24) hour period, the request of the most senior employee shall have priority.
3. Vacation leave time scheduled by bidding at each shift bid or vacation leave time of five (5) consecutive days or more scheduled by the approval of the Town shall not be canceled except in the event of an emergency (e.g., riot, natural disaster, etc.)

Section 12.3 Carry Over of Vacation Time. Employees shall be permitted to accumulate and carry-over unused vacation leave in an amount not exceeding the amount that employee accrued over the previous twelve months pursuant to the Section 12.1 accrual rate schedule, plus forty (40) hours.

Section 12.4 Vacation Pay. An employee's rate of pay while on vacation shall equal the employee's regular straight time hourly rate of pay in effect at the time of vacation is taken.

Under no circumstance will employees receive pay in lieu of vacation leave, except in accordance with Section 12.5.

Employees scheduled to be on a vacation leave may request their payroll check, in advance, from the Finance Department by submitting a written request to the Finance Department at least seven (7)

calendar days prior to the last regular payroll date before their vacation leave.

Section 12.5 Pay for Unused Vacation Upon Separation. An employee who resigns with a minimum of two (2) weeks advance notice, is discharged, retires, or dies shall be compensated in cash for all accrued but unused vacation time; except that vacation leave accumulated and carried over from a prior year will be compensated in cash based on the employee's straight-time hourly rate in the prior year.

ARTICLE XIII RESIDENCY

Employees covered by this agreement may reside within the corporate limits of the Town of Normal or the City of Bloomington or within McLean County or within a 60-mile radius of Main Street and College Avenue. If a portion of the municipality is located within a residence area, then the entire municipality shall be deemed within the residence area.

ARTICLE XIV SICK LEAVE

Section 14.1 Accrual. An employee shall accrue sick leave at a rate of eight (8) hours for each month of service. Such sick leave can be accumulated to a maximum of nine hundred sixty (960) hours. Employees shall not accrue sick leave during periods of leave without pay, while on an extended sick leave of more than twenty (20) work days, or during the use of accumulated vacation leave prior to an announced separation from employment.

Section 14.2 Use of Sick Leave. An employee shall accrue sick leave at the rate of eight (8) hours for each month of service cumulative to a maximum of nine hundred sixty (960) hours. If an employee takes three (3) consecutive workdays or more of sick leave, he/she may be required to furnish a physician's statement attesting to their fitness to return to work to his/her Department Head.

- A. Eligibility. All regular employees who have been employed for over thirty (30) days shall be eligible for earned sick leave.
- B. Use. Sick leave may be used by eligible employees for paid leave in the following conditions:
 - 1. Bona fide personal employee illness, injury, or medical appointments. Where possible, however, medical appointments should be scheduled before or after an employee's work shift or on a non-work day.
 - 2. Bona fide personal illness, injury, or medical appointments of an eligible employee's spouse, parent or child without age restriction or limit of days per fiscal year, provided all of the following conditions are met:

- a. The employee's presence is required.
 - b. Prior approval is obtained
3. Use of sick leave for personal use or immediate family members does not release any employee from their obligation in maintaining a satisfactory attendance record. The abuse of sick leave, including evidence of patterns of use around an employee's weekend, as well as the excessive use of sick leave on a frequent and recurring basis may constitute just cause for disciplinary action.
- C. No employee shall be entitled to the benefit for more than nine hundred sixty (960) hours in a fiscal year.
 - D. Employees on payroll, receiving either a paycheck or Worker's Compensation benefits, will accrue sick leave.
 - E. Accumulated sick leave may be used for maternity, pregnancy or pregnancy related conditions, illnesses or disabilities in the same manner and to the same extent that accumulated sick leave may be used for non-pregnancy related conditions, illnesses or disabilities.
 - F. The Town may require an employee to submit documentation attesting to the necessity of the employee to be absent from work on account of illness or injury. Medical documentation shall be submitted in a form and manner acceptable to the Town.

Section 14.3 Serious Family Illness Leave. Serious family illness shall be pursuant to the Town's FMLA directive #II-099.11 dated February 28, 2011 as amended from time to time as required or allowed pursuant to federal or state law or regulations.

Section 14.4 Coordination of Worker's Compensation Benefits. An employee receiving compensation under the provisions of the Workmen's Compensation Act of the State of Illinois will be eligible to take sick leave hours during this period and receive that portion of his/her regular salary which will, together with Workmen's Compensation income, equal his/her regular total take home pay. The use of sick leave in this fashion will be optional at the discretion of the employee.

Individual cases will vary because of the member's present salary, marital status, number of dependents, and number of earned sick leave hours. Employees will take the maximum of compensable pay and by option may take sick days in order to receive their total regular salary. While Workmen's Compensation is being received and the option on sick leave hours exercised, each day off is not considered one full sick day. The amount of sick leave utilized will be computed by the amount the employee is eligible to receive from each sick day (present daily salary minus the amount of Workmen's Compensation payment received).

Section 14.5 Exchange of Sick Leave Upon Retirement. An employee who is eligible to retire from the Town of Normal Police Department with at least twenty (20) years of service on the Department shall be eligible to exchange a portion of such employee's accumulated and unused sick leave

calculated at the time the employee enters into a retirement agreement with the Town at the exchange rates listed below.

<u>Accumulated Sick Leave</u>	<u>Exchange Rate for employees hired before 11-1-08</u>	<u>Exchange rate for employees hired after 11-1-08 And those employees hired prior To 11-1-08 who opt in to plan per Sec. 14.8</u>
960 hours to 840 hours	50% of hours in cash	60% of hours converted
839 hours to 720 hours	30% of hours in cash	50% of hours converted
719 hours to 550 hours	20% of hours in cash	40% of hours converted
549 hours or less	0% of hours in cash	0% of hours converted

For employees hired after November 1, 2008 and those employees hired prior to November 1, 2008 who opt in to the plan per Sec. 14.8, the value of the exchanged sick leave shall be deposited into the employee's ICMA-RC Retirement Health Savings Account (RHS).

Those employees with less than 550 hours of accumulated and unused sick leave as of the date their retirement agreement will not be eligible for any exchange for their accumulated and unused sick leave time. Any employee electing to exchange sick leave shall enter into a retirement agreement with the Town. Such retirement agreement shall include the following:

1. Effective date of Agreement
2. Number of PTO hours converted per this section or number of sick leave hours exchanged and the value to be deposited in the ICMA-RC Retirement Health Savings account per this section.
3. Number of other leave hours accumulated at the time of the agreement such as vacation, compensatory time, personal convenience and paid time off.
4. The date the employee will retire.
5. The employee's status between the date of agreement and the employee's retirement date. An employee shall use all PTO hours and other accumulated leave hours between the effective date of the agreement and the employee's date of retirement.
6. Election of any retirement insurance benefits.
7. Other provisions as agreed.

Section 14.6 Sick Leave Reinstatement. For employees who have accrued a minimum of nine hundred and forty-four (944) hours of sick leave and who, due to illness, injury or disability take a minimum of ten (10) days up to a maximum of one hundred twenty (120) days of accumulated sick leave and are able to furnish a physician's statement attesting to the employee's illness, injury or disability and subsequent recovery, will be reinstated the actual number of sick leave days taken. An employee must have worked a minimum of one (1) year from the date of return and taken not more than ten (10) sick days

in that year to qualify for this provision. Also, any employee whose sick leave accrual is below, or had fallen below, nine hundred and forty-four (944) hours at the time the illness or injury occurs is not eligible for this provision. Employees hired after November 1, 2008 are not eligible for this provision. Employees hired prior to November 1, 2008 and who participate in the sick leave buyout program per Section 14.8 are not eligible for this sick leave reinstatement provision.

Section 14.7 Sick Leave Incentive. For employees hired after November 1, 2008 and employees who participate in this provision per Section 14.8, upon reaching the maximum accrual of 960 hours, seventy percent (70%) of their monthly accruing sick leave shall be exchanged for cash.

Monthly accrued and unused sick leave shall be converted to cash in accordance with the following schedule and the cash value shall be placed in the employee's ICMA-RC Retirement Health Savings Account.

Employee's hourly rate of pay x hours of unused sick leave accrued that month x 70% = cash value to be deposited into the employee's ICMA-RC RHS account.

The Town shall contribute up to \$500 on an annual basis as a matching contribution to an employee's ICMA 457 Deferred Compensation account for employees hired after November 1, 2008 who participate in either the 457 Deferred Compensation or the RHS program. The Town shall contribute up to \$500 on an annual basis as a matching contribution to an employee's ICMA 457 Deferred Compensation account for those employees hired before November 1, 2008 who have waived their retiree health insurance benefit and who participate in either the 457 Deferred Compensation or the RHS program.

Section 14.8 Participation in the Sick Leave Incentive for Employees Hired Prior to November 1, 2008. Employees hired prior to November 1, 2008 shall be eligible for the monthly sick leave incentive provision as defined in Section 14.7 and the increased sick leave exchange upon retirement as defined in Section 14.5 provided such employee permanently waives his or her right to the Town's health insurance premium contribution set forth in Section 9.4 and permanently waives the Sick Leave Reinstatement provision as defined in Section 14.6.

ARTICLE XV OTHER LEAVES

Section 15.1 Personal Convenience Leave. On April 1st of each year, employees shall be granted personal convenience leave in accordance with the following schedule:

- a. Each employee with more than one (1) year but less than twenty (20) completed years of continuous employment with the Town: Twenty-four (24) hours of personal convenience leave.
- b. Each employee with twenty (20) but less than twenty-five (25) completed years of continuous employment with the Town: Thirty-two (32) hours of personal convenience leave.
- c. Each employee with twenty-five (25) completed years or more of continuous employment

with the Town: Forty (40) hours of personal convenience leave.

- d. For purposes of accrual of personal convenience leave, employees who were hired under the Lateral Hiring Program and who qualify as Certified Patrol Officers as outlined in Appendix C will have their years of credible continuous full-time law enforcement experience with their last agency of hire counted as continuous service with the Town.

Such leave shall not be accumulated nor shall the employee be paid in lieu of days not taken. Such leave shall be taken prior to April 1st of the year following the granting of such leave. Such leave shall be requested at least one (1) calendar day in advance. Personal convenience leave may be taken in one (1) hour increments or more and shall not necessitate the call-back of unscheduled personnel or the payment of overtime.

Newly hired regular full-time employees shall upon commencement of employment be granted personal convenience leave hours based on the following formula: number of days left in fiscal year divided by 365 times 24 hours.

Section 15.2 Funeral Leave. In the event of a death of a spouse, child, mother, father, or sibling of an employee, such employee shall upon request be granted three (3) days off without loss of pay.

In the event of a death of any person with whom the employee maintained a close familial relationship, then upon request the employee may be granted up to three (3) days off without loss of pay upon approval of the Police Chief. Such a determination will be based on the employee's relationship with the deceased, distance to be traveled, actual attendance at a funeral, and other reasonable considerations and shall not be unreasonably withheld. Additional time off without loss of pay may be granted at the discretion of the Town.

Section 15.3 Compensatory Time. Employees electing for compensatory time in lieu of overtime pay shall be credited with one and one-half (1 1/2) hours for each one (1) hours of eligible overtime worked. An employee may accumulate a maximum of one hundred (100) hours of compensatory time. Furthermore, the Town reserves the right to allow the carry-over of compensatory time, or the right to pay compensation for accrued compensatory time, based upon the rate of pay at the time it was earned, at its sole discretion. Effective April 1, 2008, any compensatory time not used or cashed out prior to March 31, each year, shall be automatically converted to cash and deposited into the employees ICMA-RC Retirement Health Savings account. The cash amount shall be converted according to the employee's rate of pay as of March 31. Compensatory time must be used in the same fiscal year it is earned.

Compensatory time must be requested and approved a minimum of seventy-two (72) hours prior to its proposed use. On the first, second, third and fourth patrol shifts, compensatory leave will be granted on a first come, first served basis. With regard to the first, second, third and fourth patrol shifts, the Town and the unit agree that the Town shall not be required to grant a compensatory leave on the first, second, third or fourth patrol shift when an officer is already working that same shift in an overtime capacity to meet minimum staffing. It is understood that the Town retains the right and responsibility to determine minimum staffing in accordance with Article III, Management Rights. Sergeants' leave is not to be considered in determining whether a person is working overtime or is using compensatory leave. A supervisor, at his/her discretion, may approve a request for compensatory time off if requested less than seventy-two (72) hours in advance if the granting of said time off does not create a call-back or overtime situation.

The Association recognizes the Town's need to continue services to the public and agrees to work with the Town to avoid an overtime situation whenever possible.

Section 15.4 Military Leave. Military leave shall be granted to employees in accordance with applicable federal and state law.

Section 15.5 Leave Without Pay. The City Manager may grant an employee leave without pay for a period not to exceed one (1) year when it is in the interest of the Town to do so. An employee's request shall be considered when they have shown by their record to be of more than average value to the Town and where it is desirable to retain the employee even at some sacrifice. During the employee's approved leave, their position may be filled by a temporary appointment, promotion, or reassignment. At the expiration of the leave without pay, the employee has the right to, and shall be reinstated to, the position previously held, if the position still exists; or if not, to any other vacant position in the class at their previous salary.

Approved leave without pay shall not constitute a break in service. Employees on approved leave shall not accrue or be entitled to any benefits, including sick leave, vacation, or P.C. days. Insurance coverage may continue at the Town's option, at the employee's expense.

Section 15.6 Court Time Leave. In recognition of time committed by employees waiting to be engaged for court appearances, all employees shall be granted sixteen (16) paid hours off on April 1st of each year. Such leave shall be used prior to April 1st of the next year and shall not be carried over except as provided hereafter. Such leave shall be scheduled at least-one (1) day in advance and shall not necessitate the call back of unscheduled personnel or the payment of overtime. Any leave time not used prior to April 1st shall be lost unless the employee attempted to schedule his remaining leave time and was denied such request at least two (2) times per remaining leave day prior to March 1st, then the Town may elect to cash out the remaining leave time or allow the employee to carryover the remaining leave time. Such leave shall be taken in a minimum of one hour.

Section 15.7 Parental Leave. Employees will receive up to four weeks of paid leave at 70% of an eligible employee's regular wages for the birth or adoption of a child. Leave will be available after the employee's use of their own leave time for the first two weeks. Following the six weeks of leave, with the first two using the employee's accrued paid leave and the next four with paid leave offered by the Town at 70% pay, an employee may continue to use up to six additional weeks of leave as eligible under the Family and Medical Leave Act (FMLA) program.

Section 15.8 Jury Duty. Employees shall be granted leave of absence to perform jury duty when summoned to do so by a court of law. Such leave shall be without loss of pay provided that the employee surrenders the jury pay he/she receives from the court to the Town, and provided further that such employee returns to work for any portion of a regularly scheduled work day [eight (8) or ten (10) hours] that such employee was not actively performing jury duty service.

An employee's regular work day schedule (shift) may be altered to accommodate jury duty service. Employees serving as jurors on regular days off shall not be entitled to compensation from the Town, nor shall the Town be obligated to pay overtime for jury duty service exceeding a regularly scheduled work day [eight (8) or ten (10) hours] or work week [forty (40) hours].

Section 15.9 Paid Time Off. In lieu of holidays and holiday pay, employees shall receive 88 paid hours off per year. Such leave shall be granted on April 1st of each year. Such leave shall be scheduled seventy-two (72) hours in advance of the requested date. Up to twenty-four (24) paid hours off may be cashed out on March 31st. The Town shall cash out the remaining paid time off no later than the first complete pay period following March 31st at the employee's rate of pay when the leave time was initially earned. Such leave shall be taken in a minimum of one (1) hour increments.

An employee may elect to exchange eight (8) hours of PTO for eight hours of straight time pay if the employee's regular work shift falls on a recognized Town holiday and if the employee works that shift. Such election shall be made by the employee no later than the end of the pay period in which the holiday falls. PTO may not be reimbursed for pay under any other circumstances except under those circumstances specifically enumerated in this section.

Newly hired employees starting work after April 1 shall receive a pro-rata share of PTO hours for the remainder of the fiscal year. For example, an employee starting on October 1 shall receive 36 hours of PTO. Conversely, an employee separating from employment with the Town after April 1 shall relinquish a pro-rata share of their accrued PTO leave. For example, if an individual separates employment with the Town on October 1, he/she shall relinquish 36 hours of PTO leave. If the employee has already used some or all of this pro-rata share, he/she shall either reimburse the Town the dollar value of the leave time or relinquish a like amount of accrued and unused vacation or PC leave.

Section 15.10 Scheduled Work Day. An employee cannot be ordered to work a shift prior to or directly after pre-approved leave. This prohibition shall not apply to regular days off as determined by the shift bid or changes authorized pursuant to Article 7.

ARTICLE XVI SENIORITY/LAYOFF AND RECALL

Section 16.1 Seniority Definition. Seniority is defined as the employee's length of continuous active service with the Town of Normal Police Department since their last date of hire. When employees are hired on the same day seniority shall be determined on the basis of numerical position on the original eligibility list.

Section 16.2 Termination of Seniority. An employee's seniority shall be terminated if the employee:

- a) quits,
- b) is discharged for just cause,
- c) retires,
- d) is laid off and not recalled for 48 months.

Section 16.3 Probationary Period. New employees shall serve a probationary period consisting of fifteen (15) months of active service which, if successfully completed, seniority shall date back to their date of hire. There shall be no seniority among probationary employees except as related to the lay off and recall of such employees as included in this Article. The probationary period shall be suspended

during the period a probationary employee is unavailable for his/her regular duty for more than two consecutive weeks due to illness, disability, or approved leave of absence.

Section 16.4 Layoff. In the event the Town determines to reduce forces or displace or abolish positions within the Department, employees shall be reduced or laid off in accordance with their seniority rights as provided by 65 ILCS 5/10-2.1-18.

Section 16.5 Bumping. An employee notified of a pending layoff may "bump" an employee in a lower rank, effectively replacing a less senior employee in the lower rank, in accordance with their seniority rights as provided by 65 ILCS 5/10-2.1-18.

Section 16.6 Recall. Employees who have been laid off shall have their names placed on a re-call list in the order of their seniority. An employee's re-call shall be in accordance with their seniority rights as provided by applicable provisions of 65 ILCS 5/10-2.1-18.

ARTICLE XVII PROMOTIONS

Section 17.1 Sergeant Promotional List. The Town shall be responsible for creating a register of eligibles for promotion to the rank of Sergeant. Such promotional list shall be established using the criteria and process determined by law and ordinance or otherwise stipulated within this article. The testing process for creating a new list shall continue no more than three (3) months in duration beyond the date of the first test in that process, unless the Association agrees to extend such time limit. Such extension shall not be unreasonably withheld.

The promotional list shall remain in full force and effect until the earlier of two (2) years after the date of its original certification or exhaustion by removal of names from the list. The Town shall begin the testing process to create a new register of eligibles no later than six (6) months prior to the expiration date of the then current list. If the promotional list is exhausted prior to the date of its expiration, the Town shall immediately begin the testing process to create a new list. Under no circumstances shall a promotional list be expired for more than six (6) months without the certification of a new list, or agreement by the Association.

Section 17.2 Temporary Appointment to the Position of Acting Lieutenant or an Acting Position in any Lower Rank. The Town shall make temporary appointments to fill acting Lieutenant or lower ranks under the following terms and conditions:

In the case of a temporary vacancy, when an active promotional list exists, the Town shall make such temporary promotions from among those individual employees in the then current promotional pool. Individual temporary appointments can be no more than six (6) months in duration. The Town reserves the right to make temporary appointments of shorter duration and/or to rotate the temporary appointments among all or some of the employees in the current promotional pool. If there are an insufficient number of employees in the promotional pool to fill the temporary vacancy while maintaining the six (6) month individual duration limit, then the Town may assign an employee(s) from the current pool to that temporary vacancy for a period of more than six (6) months each.

In the case of a temporary vacancy, when an active promotional pool does not exist, the Town may make such temporary promotions from among those employees holding the next lower rank. However, such temporary promotional appointments shall be limited to a maximum of six (6) months or until a new promotional pool is formed, whichever comes first. In case no person in the next lower rank accepts such appointment the Town may make such temporary promotions from any employee.

Nothing within this article precludes the Town from electing not to fill any vacant positions whether they be temporary vacancies or permanent.

Nothing within this article precludes the Town from electing not to fill any vacant positions whether they be temporary vacancies or permanent.

Section 17.3 Temporary Appointments to the Position of Acting Assistant Chief or any non-Board Certified Position Higher than Lieutenant. Temporary appointments to the position of Acting Assistant Chief, Chief, or any non-Board certified position higher than Lieutenant is a non-mandatory subject of bargaining, and the Association recognizes the right of the Town to fill such positions in its discretion.

Section 17.4 Regular Appointments to Rank of Lieutenant or Non-Board Certified Positions. Appointments to the rank of Lieutenant or non-Board certified positions is a non-mandatory subject of bargaining, and the Association recognizes the right of the Town to fill such positions in its discretion.

Section 17.5 Salary for Temporary Appointments. An employee temporarily appointed to a higher rank exceeding thirty (30) days shall receive the pay of the lowest paid position in that promoted rank for each day so appointed.

Section 17.6 Contract Benefits for Temporary Appointments Outside the Bargaining Unit. An employee temporarily appointed to a position outside the bargaining unit shall not be entitled to overtime pay, premium pay, schedule or hours of work protection afforded under the contract.

Section 17.7 Sergeant Promotional Process. The process used to create the Sergeant Promotional List is outlined in Appendix G.

ARTICLE XVIII SAFETY

Section 18.1 Town Safety Committee. The Police Chief shall assign one (1) Association member to the Town Safety Committee. The employee shall not be required to attend such meetings outside that employee's regularly scheduled work hours.

Section 18.2 Department Safety Committee. The Police Chief may appoint up to three (3) Association members to a Department Safety Committee for purposes of reviewing Town procedures and

practices and recommending measures to improve the safety and security of employees, the Department and Town.

Section 18.3 Drug Testing. In order to provide a safe work environment and to protect the public by insuring that police officers have the physical stamina and emotional stability to perform their assigned duties, the Town may require employees to submit to drug testing as outlined in the attached policy labeled Appendix F.

Section 18.4 Fitness Opportunity. The Town will continue to provide an employee exercise room and will make available to employees the services of the Department physical fitness trainers for assistance with developing a personal fitness/exercise program.

ARTICLE XIX BULLETIN BOARD

The Town agrees to furnish suitable space for one (1) bulletin board in a convenient place to be used only by the Association. The Association shall limit its posting of notices and bulletins to said board. The Association shall not post any material which is abusive, inflammatory, reflect partisan political material or supports candidates for local government office.

All material shall be signed and approved by the authorized representative of the Association prior to the posting of material.

ARTICLE XX OUTSIDE EMPLOYMENT

Any employee may engage or continue other employment or services subject to the approval of the Town, and subject to the following restrictions which shall be consistently applied:

- A. Appropriate records will be filed in each employee's personnel file, listing where employed, hours to be worked, and other pertinent information, including changes in the above.
- B. The outside employment must not interfere with an employee's effectiveness in their employment for the Town of Normal.
- C. Outside employment must not leave the employee tired or subject to injury on the job.
- D. An employee that is injured doing approved off-duty employment is eligible to use accrued sick leave benefits from the Town. If the employee is eligible for benefits under the State's Worker's Compensation Act, the employee will only be eligible for sick leave benefits as established in Section 14.4.
- E. Outside employment shall not be a conflict of interest with an employee's Town

employment, nor shall it interfere with the employee's ability to respond to emergency calls.

- F. No adverse public relations shall result to the Town because of employee's outside employment.
- G. All outside employment situations within the Town involving the use of general police powers shall be assigned by the Town. The employee shall be considered on duty with the Town. The Town shall enter into a contract with the outside entity desiring police services. No employee shall engage in outside employment involving the exercise of general police powers absent assignment by the Town and a contract with the outside entity. Assignments shall first be made on the basis of seniority in the Department rather than rank, among those employees volunteering for outside employment. Once an employee declines an assignment or serves an assignment, his or her name shall be placed at the bottom of the list. A list shall be valid during each bid period.

Any employee currently engaged in other employment or services may continue such employment or services subject to approval of the Town in accordance with the above standards.

The decision of the Town shall not be reversed unless arbitrary and capricious.

ARTICLE XXI NON-DISCRIMINATION

Section 21.1 Non-Discrimination. In accordance with applicable Federal law, neither the Town nor the Association shall discriminate against any employee covered by this Agreement because of race, creed, color, national origin, sex, age, religion, political affiliation, sexual orientation or union activity. Notwithstanding other provisions within this agreement, both parties agree to comply with the American with Disabilities Act (ADA).

Section 21.2 Gender. Whenever a male gender is used in this Agreement, it shall be construed to include male and female employees.

ARTICLE XXII INDEMNIFICATION

Section 22.1 Dues Check-Off/Fair Share. The Association shall indemnify and hold harmless the Town against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the Town for the purpose of complying with the dues check-off or fair share provisions provided the Town has not promoted or instigated such challenge.

Section 22.2 Fair Representation. The Association shall indemnify and hold harmless the Town against any and all claims, suits, or judgments brought or issued against the Town as a result of any

action in which it is adjudged to have been responsible for damages incurred by an employee as a result of action by the Association which violates its duty of fair representation under the standard enunciated by the U.S. Supreme Court in Vaca v. Sipes 386 U.S. 171, provided that the Town has not promoted or instigated such challenge.

Section 22.3 Injuries. Except as provided herein, the Town agrees to indemnify and defend an employee for injury to the person or property of another caused by an employee as provided in Ill.Rev.Stat. 65 ILCS 5/1-4-6.

The Town shall not indemnify any employee where the injury results from the willful misconduct of an employee. The Town shall not indemnify any employee for any portion of a judgment representing an award of punitive or exemplary damages. The Town shall not indemnify any claim made against an employee alleging misconduct which misconduct is excluded from coverage by the Town's liability insurance carrier.

Section 22.4 Duty to Defend. In the event of any legal action against the Town brought in a court or administrative agency and the Association is responsible or may be responsible under Section 22.1 or 22.2 to indemnify and hold the Town harmless, then the Association agrees to defend such action at its own expense and through its legal counsel provided:

- A. the Town gives reasonable notice of the action in writing to the Association;
- B. the Town permits the Association intervention as a party if it so desires;
- C. the Town cooperates with the Association and its counsel both at trial and at all appellate levels.

The parties agree that the Town may elect to represent itself through its own attorney rather than the Association's attorney and the Association shall reimburse Town for actual out of pocket costs of such representation.

ARTICLE XXIII ENTIRE AGREEMENT

This Agreement, upon ratification, supersedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire agreement between the parties, and concludes collective bargaining for its term.

Notwithstanding the above provisions, the Town will agree to bargain with representatives of the Association over the impact of any new policy or procedure, in the specific areas listed below, which directly and significantly affect the terms and conditions of employment for bargaining unit employees.

- A. Shift Assignment
- B. Medical Benefits

C. Employee Fees (i.e., parking fees, equipment rental fees, etc.)

Any such policy or procedure which is directly or indirectly addressed in the employment agreement, and/or any subject that was discussed during any negotiating sessions, shall not be subject to this impact bargaining requirement. The Town agrees to notify the Association thirty (30) days prior to the implementation of any new policy or procedure in the above listed areas. The Association must advise the Town in writing no more than ten (10) days, after such notification of the policy or procedure change, regarding its desire to exercise its right to impact bargain. Further, the Town maintains the right to implement any such policy or procedure prior to negotiating its impact with the Association. Both the Town and the Association will exercise good faith efforts to proceed with the resolution of a dispute in a timely manner. Failure to reach agreement over the impact of any new policy or procedure shall be resolved through mediation and arbitration as provided in the Illinois Labor Relations Act.

It is understood that this Article in no way infringes upon the Town's ability to exercise its management rights enumerated in Article 3, so long as such actions do not violate or conflict with any express provisions within the employment agreement.

ARTICLE XXIV
AMENDMENTS TO AGREEMENT

This Agreement may be amended only by the mutual written agreement of the parties. Such amendments shall be lettered, dated, and signed by the parties, and together with the attached Appendices shall constitute a part of this Agreement.

ARTICLE XXV
SAVINGS CLAUSE

If any provision of this Agreement, or the application of such provisions, should be rendered or declared invalid by any court action or by reason of any existing or subsequently enacted federal or state legislation, the remaining parts or portions of this Agreement shall remain in full force and effect, and the subject matter of such invalid provision shall be open to immediate negotiations.

ARTICLE XXVI
DURATION

Section 26.1 Duration and Notice. This agreement shall remain in full force and effect through March 31, 2028. The agreement shall be automatically renewed from year to year unless either party gives written notice to the other not more than 150 days and not less than 120 days prior to the

agreement expiration, as outlined above, that it desires to terminate or modify this Agreement. The agreement shall remain in full force and effect during any renegotiation process even if that process extends beyond the expiration date.

Section 26.2 Negotiations. In the event notice is given as outlined in Section 26.1 above, negotiation shall begin no later than 90 days prior to the expiration of this Agreement.

ARTICLE XXVII LABOR - MANAGEMENT RELATIONS

In order to maintain and improve upon this positive relationship, the Town and the Association agree to following strategy:

1. Maintain open lines of communication by convening quarterly meetings of the Town and Association bargaining committees to discuss issues of concern and interest to either or both parties. The parties shall meet at the written request of either party. The parties shall not be required to meet in excess of four (4) times per calendar year. The Assistant City Manager and the Association President shall jointly prepare a meeting agenda prior to each meeting.
2. In an attempt to enhance mutual understanding and communication between the Association and the Town, three members of the Executive Board shall be encouraged to meet collectively, no more than once per year, with the Mayor, City Manager and a member of the Town Council of the union's choice. The purpose of these meetings is to share information and to discuss items of mutual interest or concern. It is understood that these meetings will not be for the purpose of any collective bargaining and/or contract negotiation activity.
3. In an attempt to improve communication, to provide information, and to expeditiously address problems/concerns within the Department, the Chief of Police agrees to convene periodic meetings with all Departmental employees when requested by the Association. The Chief of Police shall not be required to meet in excess of two (2) times per calendar year. It is understood that attendance at such meetings by bargaining unit employees is voluntary and that such attendance will not be considered compensable time. It is further understood these periodic departmental meetings will not be considered to be collective bargaining sessions.

FOR PBPA UNIT #22:

President

Vice President

Secretary

Treasurer

Sergeant At Arms

FOR THE TOWN:

Chris Koos, President

ATTEST:

Angelia Huonker, Town Clerk

(seal)

APPENDIX A
AUTHORIZATION FOR CHECK-OFF OF ASSOCIATION

I hereby authorize the Town of Normal ("Town") to deduct from my pay the regular monthly dues of Normal Police Benevolent and Protective Association, Unit #22, ("Authorization") and remit said dues to the Treasurer of the Association.

I understand that this authorization is revocable by filing written notice to the Town Finance Director and to the Treasurer of the Association within thirty (30) days immediately preceding the annual anniversary date of this Agreement, or upon termination of the current collective bargaining Agreement between Town and the Association.

Name

Signature

Employee #

APPENDIX B PROCEDURE FOR PROCESSING FAIR SHARE OBJECTIONS

Section 1 Filing an Objection. An employee with any objections to a fair share payment shall initially file his/her objection by notifying the Association President in writing by registered or certified mail postmarked within thirty (30) days after he/she becomes aware of the basis for his/her objection.

Section 2 Review Step One. Any objection properly submitted to the Association President shall be promptly heard by the Executive Board of the Association, which shall review the objection and any other pertinent matter submitted by the objector. Within thirty (30) days after receipt of any objection, the Executive Board shall determine whether any reduction in the amount of the proportionate share payments to be made, and notify the objector in writing.

Section 3 Review Step Two. Upon receipt of the decision of the Executive Board, an objecting employee may pursue his/her objection by filing a complaint with the State Labor Relations Board, in accordance with the procedures established by that agency. In the event that appropriate procedures are not available, the employee may appeal the Executive Board's decision to binding arbitration utilizing the procedures set forth in Section 5.4 of the current labor agreement.

In using this procedure, an employee shall operate under the conditions set forth for the Association, and the Association shall operate under the conditions set forth for the Town. The only exception shall be in the provision for the sharing of costs of the arbitration process. Under this procedure, the Association shall, from its funds budgeted for contract defense and administration and use in the calculation of proportionate share non-members payments, pay the full cost of the arbitration and any administration fees connected with the arbitration process.

Section 4 Consolidation. If more than one employee has requested arbitration, all complaints shall be consolidated and determined by the designated arbitrator in a single hearing. In any such hearing, the objectors shall designate a spokesperson to act in their behalf in presenting all claims in the hearing.

Section 5 Segregated Funds. Upon the initial receipt by the Association of any contested amount of proportionate fair share payment by an employee, the Association shall cause and direct such contested amount to be placed in an interest bearing escrow account at the then prevailing rate. Any additional so contested amounts, collected while the objection is in process, shall be similarly directed to such account, until such time as the validity of the objection is finally determined.

Section 6 Rebates. In the event that the Association determines or an arbitration award directs a reduction in the proportionate share payments, the Association shall notify the Town to comply with said ruling as to prospective deductions from the salaries of non-members and the Association shall provide necessary rebates, including interest at prevailing rates on the amount to be rebated, to all such proportionate fair share paying non-members.

APPENDIX C PBPA SALARY PLAN

The Town and the Association agree on the Salary Plan outlined below, with adjustments to the base salary in accordance with Article VI.

Patrol Officers:

Patrol Officers with less than one year of service on the department will be paid at Step 0 while completing the training academy and F.T.O. program. Upon successful completion of the academy and F.T.O. program, Patrol Officers will advance to Step 1. Except for advancement from Step 0 to Step 1, all step increases will be granted on employment anniversary dates for all employees. To be eligible for an increase from Step 1 to Step 2, an employee must have completed 2 full years on the department. Patrol officers are eligible for annual step increases up to the completion of their fifth (5) year of service on the Department. Subsequent step increases will occur upon completion of 10, 15 and 20, and 25 years of service on the Department.

The advancement of each employee from one step to the next in the salary plan, for the period of April 1, 2024 through March 31, 2028, is detailed in this Appendix.

Lateral Hiring for Certified Patrol Officers:

Patrol Officers certified by or eligible for a basic academy waiver from the Illinois Law Enforcement Training and Standards Board (those officers, "Certified Patrol Officers") with a minimum of 2 years of continuous full-time law enforcement experience are eligible to be hired by the Town through the lateral hiring program. Certified Patrol Officers hired by the Town with more than 2 years of full-time law enforcement experience will begin at a rate of pay commensurate with their years of full-time experience as sworn police officer with their last agency of hire, up to step 10.

Officers hired under the lateral hiring program who do not receive a waiver of basic academy from the Illinois Law Enforcement Training and Standards Board will be paid in accordance with the above "Patrol Officers" section. Individuals meeting all of the requirements for Certified Patrol Officers will serve a 15-month probationary period and progress through the salary scale as any employee in the same pay step. Seniority of officers hired under the lateral hiring program will be the same as any other new employee and is based on their date of hire.

Sergeants:

On the Sergeant salary schedule, the base salary (Step 0) will be equal to the salary of Step 25 of the Patrol Officer salary schedule. All step increases will be granted on the anniversary date of the employee's promotion. All employees will be required to have completed one (1) full year of service as a Sergeant in order to be eligible for a step increase. Sergeants are eligible for annual step increases up to the completion of their fifth (5th) year of service in rank. A subsequent step increase will occur upon completion of ten (10) years of service in rank.

The advancement of each employee from one step to the next in the salary plan, for the period of April 1, 2024 through March 31, 2028, is detailed in this Appendix.

Salary Schedule:

Patrol:

Step 0	Training Wage (78% of base)
Step 1	80% of base
Step 2	85% of base
Step 3	90% of base
Step 4	95% of base
Step 5	Base Wage
Step 10	110% of base
Step 15	115% of base
Step 20	120% of base
Step 25	125% of base

Sergeants:

Step 0 (Start)	Step 25 of Patrol Salary
Step 1	101% of top Patrol Salary
Step 2	102% of top Patrol Salary
Step 3	103% of top Patrol Salary
Step 4	104% of top Patrol Salary
Step 5	107% of top Patrol Salary
Step 10	112% of top Patrol Salary

The parties realize that the salary schedule plan agreed upon in this article will annually generate additional wage benefits to the employees and additional costs to the Town as employees move from one step to the next on the salary schedule. These step increases are intended as an annual wage increase to those employees receiving step increases which will add to the Town's annual wage costs in each year of the contract. The union agrees that such wage increases, when added to the base increase, will be considered part of the total wage increase for each year of the contract and then for subsequent

Salary schedule with base salary increase as provided in Article VI.

APPENDIX C

Salary Schedule--Patrol						
		4/1/23 Current	4/1/2024 6%	4/1/2025 5%	4/1/2026 2%	4/1/2027 2%
Step	% of Base	Salary	Salary	Salary	Salary	Salary
0	78%	\$66,615	\$70,613	\$74,144	\$75,627	\$77,140
1	80%	\$68,324	\$72,423	\$76,045	\$77,566	\$79,118
2	85%	\$72,594	\$76,950	\$80,798	\$82,414	\$84,063
3	90%	\$76,864	\$81,476	\$85,550	\$87,262	\$89,008
4	95%	\$81,134	\$86,003	\$90,303	\$92,110	\$93,953
5	100%	\$85,404	\$90,529	\$95,056	\$96,958	\$98,898
10	110%	\$93,945	\$99,582	\$104,562	\$106,654	\$108,788
15	115%	\$98,215	\$104,108	\$109,314	\$111,502	\$113,733
20	120%	\$102,485	\$108,635	\$114,067	\$116,350	\$118,678
25	125%	\$106,755	\$113,161	\$118,820	\$121,198	\$123,623

Salary Schedule--Sergeants						
		4/1/23 Current	4/1/24 6%	4/1/25 5%	4/1/2026 2%	4/1/27 2%
Step	% of Base	Salary	Salary	Salary	Salary	Salary
0	100%	\$106,755	\$113,160	\$118,818	\$121,195	\$123,619
1	101%	\$107,823	\$114,292	\$120,006	\$122,407	\$124,855
2	102%	\$108,891	\$115,424	\$121,196	\$123,620	\$126,092
3	103%	\$109,958	\$116,555	\$122,383	\$124,831	\$127,328
4	104%	\$111,026	\$117,688	\$123,572	\$126,043	\$128,564
5	107%	\$114,228	\$121,082	\$127,136	\$129,678	\$132,272
10	112%	\$119,566	\$126,740	\$133,077	\$135,738	\$138,453

OFFICERS	Apr-24	Apr-25	Apr-26	Apr-27
WOLTERS	25	25	25	25
RITTER	20	20	25	25
DROEGE	20	20	25	25
WOOD	20	20	25	25
BOCK	20	20	25	25
RYAN	20	20	25	25
GOSSMEYER	20	20	20	25
PARK	20	20	20	20
CLEVELAND	20	20	20	20
BRUNO-CLEVELAND	20	20	20	20
EASTER	20	20	20	20
PAINE	20	20	20	20
SLAMA DEROSA	15	20	20	20
FLOOD	15	20	20	20
BACHMAN	15	20	20	20
VANHOVELN	15	15	20	20
LARIMORE	15	15	15	20
BADALAMENTI	15	15	15	15
CRAYS	15	15	15	15
SCAGLIONE	15	15	15	15
SAGE	10	10	15	15
WILSON	10	10	10	15
MUCKEY	10	10	10	10
WILLIAMSON	10	10	10	10
CURRY	5	10	10	10
PUSATERI	5	5	5	10
COWLEY	5	5	5	5
HEPLER	4	5	5	5
BOLAND	4	5	5	5
MCCOMBER	4	5	5	5
WEBB	4	5	5	5
PHILLIPS	4	5	5	5
BACHMAN	3	4	5	5
HARPER	3	4	5	5
KOSENESKY	2	3	4	4
BRIGGS	2	3	4	4
PARKS	2	3	4	4
CASTILLO	2	3	4	5
ARMSTRONG	2	3	4	5
SIPES	2	3	4	5
EVANS	2	3	4	5
SLUDER	2	3	4	5
OCON	2	3	4	5
KETTER	2	3	4	5
YANOR	2	3	4	5
SEARBY	2	3	4	5
WAGNER	2	3	4	5

WENIGER	2	3	4	5
WOODFORK	2	3	4	5
HEIKEN	2	3	4	5
LUJANO	2	3	4	5
HOGER	2	3	4	5
TRIMBLE	2	3	4	5
HINES	2	3	4	5
DIXON	1	2	3	4
MEAGHER	1	2	3	4
KOCHURKA	1	2	3	4
SNYDERS	0	1	2	3
ALMASRI	0	1	2	3
WIEGAND	0	1	2	3
HUFELD	0	1	2	3
DAVIDSON	0	1	2	3
WHITMAN	0	1	2	3
GILES	0	1	2	3
JAMISON	0	1	2	3

SERGEANTS	Apr-24	Apr-25	Apr-26	Apr-27
CHERRY	10	10	10	10
MELVILLE	10	10	10	10
WILSON	5	5	5	5
MCNICOL	3	4	5	5
UNDERWOOD	2	3	4	5
RICHMOND	2	3	4	5
HOLLENKAMP	1	2	3	4
KRUEGER	0	1	2	3
CUNNINGHAM	0	1	2	3

APENDIX D
GENERAL DEPARTMENT ORDER - UNIFORM

HAT

1. Hat Badge
2. Rain Cover

WEAPON

1. Department approved handgun
(to be purchased by employee)

SHIRTS

1. Five long sleeve
2. Five short sleeve
3. One tie and tie clasp

CROWD CONTROL EQUIPMENT

1. Helmet and accessories
2. 36" riot baton

TROUSERS

1. Five pair

VEST

1. Department issued vest

METAL BOOKS

1. UTT holder
2. Report holder

NAME PLATES

1. One shirt name plate
2. One jacket name plate
3. Year of service plate
3. Year of service plate

COATS

1. Winter jacket
2. Wind breaker
3. Rain coat

SHOES

1. One pair uniform shoes/boots

BADGES

1. Two breast badges

GENERAL ORDER AND TRAINING BULLETIN MANUALS

LEATHER

1. One trouser belt
2. One Sam Browne belt
3. Holster
4. Magazine Pouch
5. Four belt keepers
6. Hand cuff case with handcuffs
7. Portable radio and belt carrier
8. 21" ASP and Carrier

APPENDIX E

EXAMPLE OF WORK SCHEDULE TO ACCOMMODATE A 2 WEEK TRAINING ACTIVITY:

Officer assigned to 6 to 4 Tactical Squad

<u>SUNDAY</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>
	<u>SATURDAY</u>				
Regular	Regular	Regular			
	40 hours				
Training					
Off	Off	Off	6-4	6-4	6-4
Off					
Training	46 hours				
Training					
Off	8-4	8-4	8-4	8-4	8-4
Off					
Training	40 hours				
Off	8-4	8-4	8-4	8-4	8-4
6-4					
Regular	Regular	Regular			
	34 hours				
Off	Off	Off	6-4	6-4	6-4
6-4					

NO OVERTIME DUE

Officer working 11-7 shift (Tuesday/Wednesday regular days off)

<u>SUNDAY</u>	<u>MONDAY</u>	<u>TUESDAY</u>	<u>WEDNESDAY</u>	<u>THURSDAY</u>	<u>FRIDAY</u>
	<u>SATURDAY</u>				
		Regular	Regular		
	40 hours				
Training					
11-7	11-7	Off	Off	11-7	11-7
Off					
Training	40 hours				
Training					
Off	8-4	8-4	8-4	8-4	8-4
Off					

Training			40 hours			
Off	8-4	8-4	8-4		8-4	8-4
11-7						
			40 hours			
11-7	11-7	Regular	Regular		11-7	11-7
11-7		Off	Off			

NO OVERTIME DUE

APPENDIX F

Section 18.3A Drug Testing. It is the policy of the Town that, in order to provide a safe work environment and to protect the public by insuring that employees have the physical stamina and emotional stability to perform their assigned duties, the Town has the right to expect its employees to be free from the effects of alcohol and drugs. The Town has the right to expect its employees to report to work fit and able for duty and to set a positive example for the community. The purposes of this policy shall be achieved in such manner as not to violate any established constitutional rights of the employees of the Police Department.

Section 18.3B Drug Prohibitions. Employees shall be prohibited from:

1. Consuming alcohol at any time during the work day or anywhere on the Town's premises, or job sites, including the Town's buildings, properties, vehicles, unless authorized as part of an official investigation or duty.
2. Possessing alcohol at any time on any Town premises or job sites, including buildings, properties, vehicles, or functions, unless authorized as part of an official investigation or duty, or allowed for the general public.
3. Possessing, using, selling, purchasing or delivering any illegal drug at any time and at any place, unless authorized as part of an official investigation or duty.
4. Being affected by alcohol or illegal drug during the course of the work day, unless authorized as part of an official investigation or duty.

Violations of these prohibitions may result in disciplinary action up to and including discharge. It should be understood that this policy involves no prohibitions against the consumption or ingestion of legal substances in so far as none of the above prohibited activities are violated.

Section 18.3C Drug Testing Permitted. The Town may require employees to submit to testing based on reasonable suspicion at a time and place designated by the Town. Such submittal shall be at no loss of wages to employees. Notice shall be given insofar as an employee's daily duties may need to be accommodated. Refusal to submit to such test may subject the employee to disciplinary action up to and including discharge for disobeying an order, but, the employee's taking of the test shall not be construed as a waiver of any objection or rights he or she may possess.

Reasonable suspicion exists if the facts and circumstances warrant rational inferences that a person is using and/or physically or mentally impaired due to being under the influence of alcohol or illegal drugs.

Reasonable suspicion will be based upon the following:

1. Observable phenomena, such as direct observation of use and/or the physical symptoms of impairment which might result from using or being under the influence of alcohol or controlled substances; or

2. Information provided by an identifiable third party which is reasonably believed reliable. The identity of the third party shall not be disclosed except when considered relevant to an appeal of a grievance or any disciplinary action.

Section 18.3D Testing. In conducting testing authorized by this Agreement, the Town shall:

- a) Use only a clinical laboratory or hospital facility which is certified by the State of Illinois or is capable of being accredited by the National Institute on Drug Abuse (NIDA) to perform drug and/or alcohol testing.
- b) Establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result. Use tamper proof sample containers.
- c) Collect a sufficient sample of the same bodily fluid or material from an employee to allow for initial screening, a confirmatory test, and sufficient amount to be set aside reserved for later testing if requested by the employee.
- d) Collect samples in such a manner as to preserve the individual employee's right to privacy while ensuring a high degree of security for the sample and its freedom from adulteration. Employees shall not be witnessed by anyone except where the laboratory or facility does not have a "clean room" for submitting samples or where there is suspicion that the employee may attempt to compromise the accuracy of the testing procedure.
- e) Confirm any sample that tests positive in initial screening for drugs by testing the second portion of same sample by gas chromatography/mass spectrometry or equivalent; or more scientifically accurate and acceptable method that provides quantitative data about the detected drug or drug metabolites.
- f) Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's choosing and expense, provided the employee submits a certified copy of the results to the Town within 72 hours of receiving the results of the test; and, provided the laboratory or clinic and testing procedure, including the chain of custody, meets or exceeds the standards established in this agreement.
- g) Require the laboratory or hospital facility to report to the Town Medical Review Officer that a blood or urine sample is positive only if both the initial and confirmatory tests are positive for a particular drug. A positive drug test result means the presence of an amount of alcohol or illegal drugs and/or their metabolites in an employee equal to or which exceeds the levels set forth below.
- h) The Medical Review Officer shall receive and review all confirmed positive test results. No positive test results shall be communicated to the Town unless the Medical Review Officer concurs with such conclusion. In forming this conclusion, the Medical Review Officer has the authority to reject results of specimens not obtained or processed in accordance with the Town's policy; and, gather any information from any source (s)he deems necessary, including, but not limited to, interviewing the tested employee, his or her physician, or

other persons.

- i) Provide tested employees with a written notice of the test results.

Section 18.3E Alcohol/Drug Initial Standards. The following initial immunoassay test cutoff levels shall be used when screening specimen to determine whether they are negative.

Marijuana metabolites.....	50 ng/ml
Cocaine metabolites	300 ng/ml
Opiate metabolites.....	300 ng/ml
Phencyclidine ...	25 ng/ml
Amphetamine ...	1000 ng/ml
Methamphetamine.....	1000 ng/ml
Benzodiazepine	300 ng/ml
Propoxyphene ..	300 ng/ml
Barbiturates:	
Secobarbital.....	300 ng/ml
Pentobarbital	300 ng/ml
Phenobarbital ...	300 ng/ml
Butobarbital	300 ng/ml
Amobarbital	300 ng/ml
Butalbital	300 ng/ml
Methadone	300 ng/ml
Methaqualone	300 ng/ml
Alcohol.	See Below

Section 18.3F Confirmatory Standards. Any specimen identified as positive on the initial screen shall be confirmed by the testing method in 18.3D(e) using the following cutoff levels. The cut off levels for the five classes of drugs set forth shall be modified to conform with any changes made by the U.S. Department of Health and Human Services. All confirmations shall be by quantitative analysis. Concentrations which exceed the linear region of the standard curve shall be documented.

Marijuana metabolites* ..	15 ng/ml
Cocaine metabolites** ..	150 ng/ml
Opiates:	
Morphine	300 ng/ml
Codeine	300 ng/ml
Phencyclidine ...	25 ng/ml
Amphetamines:	
Amphetamine ...	500 ng/ml
Methamphetamine.....	500 ng/ml
Benzodiazepine (Oxazepam)	200 ng/ml
Propoxyphene:	
Propoxyphene ..	200 ng/ml
Norpropoxyphene	200 ng/ml
Barbiturates:	
Secobarbital.....	200 ng/ml
Pentobarbital	200 ng/ml

Phenobarbital	200 ng/ml
Butabarbital	200 ng/ml
Amobarbital	200 ng/ml
Butalbital	200 ng/ml
Methadone	200 ng/ml
Methagualone	200 ng/ml
Alcohol	see below

*Delta-9-tetrahydrocannabinol-9-carboxylic acid

**Benzoylecgonine

The following shall be used to determine what concentration of alcohol constitutes a positive test result:

An .02 or higher alcohol level, measured by an Evidentiary Breath Test, is considered a first positive leading to the implementation of Section 18.3.

Section 18.3G Disciplinary Action. All discipline in situations involving a positive confirmed test shall be administered as specified herein.

A. First Positive

Except in extreme situations, in the first instance that an employee tests positive on the confirmatory test, and where there are no other Town or Department rule violations, the employee may be subject to a suspension not to exceed five (5) work days. The foregoing limit on suspension is conditioned upon the employee agreeing to:

- 1) Undergo appropriate treatment as determined by the physician(s) involved, up to and including a physician of the Town and/or the Town's EAP Coordinator;
- 2) Discontinue use of illegal drugs or abuse of alcohol;
- 3) The employee agreeing to authorize persons involved in counseling, diagnosing and treating the employee to disclose to the Town the employee's progress, cooperation, drug and alcohol use and any dangers perceived in connection with performing job duties and completion or non-completion of treatment.
- 4) Complete the course of treatment prescribed, including an "after care" group for a period of up to 12 months.
- 5) Agree to submit to random testing during hours of work during the period of "after-care," and for a period of 12 months following the period of "after-care;"
- 6) Agree that during this last chance period in 5) above, if the employee tests positive again the employee may be terminated.

Employees who do not agree to the foregoing shall be subject to discipline up to, and including, termination.

B. Second Positive

Employees who test positive for the presence of alcohol or drugs from a second random drug sample, beyond the parameters of A above, shall be terminated.

This section shall not be construed as an obligation on the part of the Town to retain an employee on active status throughout the period of treatment and "after-care." Such employee shall be afforded the opportunity, at his/her option, to use accumulated paid leave or take an unpaid leave of absence during treatment and "aftercare."

C. < .02 Alcohol Level

Any alcohol level less than an .02 but greater than .00, as measured by an Evidentiary Breath Test is unacceptable and subject to progressive discipline.

Section 18.3H Right to Contest. If disciplinary action is taken against an employee based in part upon the results of a test, the employee shall have the right to file a grievance concerning any portion of the test. The employee shall have the right to contest any testing permitted by this agreement before the Board. Any evidence concerning test results which is obtained in violation of the standards contained in Section 18.3 shall not be admissible in any disciplinary proceeding involving the employee.

Section 18.3I Confidentiality of Results. The results of alcohol and drug testing will be disclosed to the person tested, Police Chief, Personnel Director, and such other officials on a "need to know" basis. Test results will not be disclosed externally except where the person tested consents or as otherwise required by law.

Section 18.3J Voluntary Request for Assistance. The Town shall continue to provide an employee assistance program in which employees may choose to seek assistance. The Town shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Town may require reassignment of the employee with pay if he is unfit for duty in his current assignment, including meeting performance standards as defined by the Police Department.

Any voluntary request for referral or voluntary referral by an employee shall be confidential. An employee seeking voluntary assistance shall not be required to waive any privilege or confidence arising from their request for assistance or any treatment resulting therefrom. Any employee may request time off for assistance with an alcohol or drug related problem directly from the Chief of Police or City Manager. The town agrees that any such request for voluntary referral shall not be disclosed to Town employees other than the City Manager and/or Chief of Police.

This section shall not be construed as an obligation on the part of the Town to retain an employee on active status throughout the period of treatment or "after-care." Such employee may be afforded the opportunity, at his/her option, to use accumulated paid leave or take unpaid leave of absence during treatment and "after-care." This subsection shall not apply if the employee attempts to voluntarily seek treatment after an incident occurs which might lead the employer to suspect a violation of this section.

APPENDIX G SERGEANT PROMOTIONAL PROCESS

Definitions

Composite Score: The average of the written exam score and the assessment center score.

Employee Confidence Rating: The numeric value given to a sergeant promotional candidate based on the rater's confidence in a candidates ability to perform the duties of sergeant on the Normal Police Department.

Sergeant's Promotional Pool: The list of five (5) sergeant promotional candidates whose total weighted scores are the highest.

Total Weighted Score: The final score of a sergeant promotional candidate which is comprised of the composite score having a 67% weight value and the Employee Confidence Rating having a weight value of 33%.

ELIGIBILITY

A police officer must have served in the rank of police officer for the Town of Normal Police Department for a period of not less than two (2) years prior to the date of the first portion of the examination process in order to be eligible to participate in the process. A police officer must have served a minimum of three (3) years in the rank of police officer to be promoted to sergeant.

PROCESS

The promotional process shall consist of three (3) components; a written examination, an assessment center, and an employee confidence rating. All eligible candidates shall be permitted to take the written examination and participate in the assessment center. A minimum composite score of 70.00% must be obtained by the candidate in order to be placed on the list for the employee confidence rating. The list of these candidates will be compiled in alphabetical order for employees to complete the employee confidence rating. In the event there are five (5) or less candidates on the employee confidence rating list, then the list will become the sergeant's promotional list.

All sworn personnel of the Normal Police Department holding the rank of non-probationary police officer through Assistant Chief may complete an employee confidence rating for the sergeant promotional candidates who are on the list. Employees wishing to complete an employee confidence rating are to rate the five (5) sergeant promotional candidates in rank order on how the rating employee believes the candidate would be able to perform the duties of a sergeant. A ranking of "1" indicates the candidate is most qualified, a ranking of "2" indicates the candidate is the next most qualified, etc. Employee will rate only five (5) sergeant promotional candidates from the list. Candidates receiving ratings will be assigned point values as follows:

Rating Score	Points
1	5
2	4
3	3
4	2
5	1

The sergeant promotional candidates rating points will then be totaled and converted to a percent score based on the total possible points. This score will carry a weight value of 33% toward the total weighted score. The five (5) candidates with the highest total weighted score will become the sergeant's promotional list.

Upon declaration by the City Manager of a vacancy in the rank of police sergeant, the Police Chief will then recommend one of the eligible person for the sergeant's promotional list to fill the vacancy. Upon the approval of the City Manager, the Police Chief shall contact and appoint the person selected.

EXAMPLE OF PROMOTIONAL PROCESS

There are ten (10) officers taking a sergeant's promotional process on a department where there are fifty two (52) personnel holding the rank of non-probationary police officer through Assistant Chief. The process component results are as follows:

Candidate	Written Score	Assessment Center Score	Composite Score
A	81.74	72.14	76.94
B	79.23	80.72	79.98
C	83.41	69.96	76.68
D	69.29	71.21	70.26
E	72.00	72.66	72.33
F	68.61	76.44	72.58
G	89.42	71.31	80.37
H	77.77	68.39	73.09
I	69.99	77.80	73.90
J	74.06	81.06	77.56

Since all candidates have a composite score of 70.00% or greater, all names are placed on the employee confidence rating list.

Employee Confidence Rating
Maximum Score = 260

Candidate	Total Points	Percent of Maximum
A	32	12.31
B	90	34.62
C	118	45.38
D	73	28.08
E	70	26.92
F	135	51.92
G	38	14.62
H	59	22.70
I	56	21.54
J	109	41.92

FINAL RESULTS

Candidate	Composite x 67% + Rating x 33% =	Total Weighted Score/Rank	
A	$(76.94 \times .67) = \underline{51.30} + (12.31 \times .33) = \underline{4.06}$	55.36	10
B	$(79.98 \times .67) = \underline{53.59} + (34.62 \times .33) = \underline{11.42}$	65.01	4
C	$(76.68 \times .67) = \underline{51.38} + (45.38 \times .33) = \underline{14.98}$	66.36	1
D	$(70.26 \times .67) = \underline{47.07} + (28.08 \times .33) = \underline{9.27}$	56.34	9
E	$(72.33 \times .67) = \underline{48.46} + (26.92 \times .33) = \underline{8.88}$	57.34	6
F	$(72.58 \times .67) = \underline{48.63} + (51.92 \times .33) = \underline{17.13}$	65.76	3
G	$(80.37 \times .67) = \underline{53.85} + (14.62 \times .33) = \underline{4.82}$	58.67	5
H	$(73.09 \times .67) = \underline{48.97} + (22.70 \times .33) = \underline{7.49}$	56.46	8
I	$(73.90 \times .67) = \underline{49.51} + (21.54 \times .33) = \underline{7.11}$	56.62	7
J	$(77.56 \times .67) = \underline{51.97} + (41.92 \times .33) = \underline{13.83}$	65.80	2

The candidates with the five (5) highest total weighted scores are B,C,F,G and J. These candidates become the sergeant's promotional list from which the Police Chief may recommend any individual for promotion to sergeant upon the declaration of a vacancy.

APPENDIX H

Normal Police Department and PBPA Unit #22 Grievance Form

Grievant: _____ Date of Grievance: _____

I. SECTIONS OF THE CONTRACT that were violated:

II. SUBJECT OF THE GRIEVANCE: (Please be specific as to the Who, What, Where, Why and When as they relate to the facts of the Grievance)

III. SUGGESTED CORRECTION

Signature of Grievant

First Step _____
(Date Submitted)

Answer _____
(Date Submitted)

Second Step _____
(Date Submitted)

Answer _____
(Date Submitted)

Appealed to Step 3 _____
(Signature of Grievance Committee Representative)



Town Council Action Report

April 15, 2024

Resolution to Waive the Formal Bid Process and Accept the Quotes from Walker Process Equipment Totaling \$184,650 and Automatic Systems Co. Totaling \$11,968 For Equipment to Rehabilitate Clarifier #2

Prepared By: John Burkhart, Director of Water

Reviewed By: Pamela S. Reece, City Manager

Staff Recommendation: Approval

Attachments: Proposed Resolution, Quotes

Community Impact

The proposed project will support effective equipment operation in the water treatment process, ensuring a quality water supply for customers.

Budget Impact

Funds for this project are budgeted in account number 505-8040-434.26-10 of the Water Department's FY2024-25 capital budget.

Strategic Alignment



Background

The Water Department's Capital Investment Plan and FY2024-25 budget includes funds for the rehabilitation of one of the Treatment Plant's clarifiers. Clarifiers are critical components in the water treatment process. The treatment plant utilizes two clarifiers in the water treatment process. The clarifier is an above ground, open tank where raw water is softened and clarified. Two vertical mixing units force a combination of raw water, a liquid lime slurry and a coagulant down under the clarifier skirt. The clarified water that flows under the skirt is collected in radial troughs to continue through the water treatment process. At this point, the water has been softened and clarified. The lime sludge that settles out in the bottom of the clarifier is swept to the center of the clarifier where it is removed through the blow-off valve. The sweep is turned through the spur gear assembly that is being replaced.

This project involves the rehabilitation of clarifier #2 mixer components, clarifier spur gear, electrical updates, and other associated items. The clarifiers alternate in operation during the year with clarifier #2 utilized during the early spring to late fall months when water consumption is highest since it is the larger of the two clarifiers.

Discussion

Clarifier #2 will be out of service to complete replacement of the mixing units, spur gear and associated electrical components. Due to significant lead times that could delay the project, the Town is procuring all equipment directly. The new components will come from Walker Processing fully assembled and ready to install and the electrical controls will come from Automatic Systems Co., both vendors are the actual manufacturers of the products. Thus, the Water Department will be purchasing this necessary equipment directly from the manufacturer.

Installation will be bid separately, with installation occurring in late fall.

Having the Town purchase the equipment ahead of time should help cut down on lead-time delays and buying direct from the manufacturer avoids potential pricing increases.

Staff is recommending the Clarifier #2 parts and electrical equipment be purchased directly from Walker Process Equipment and Automatic Systems Co. The equipment from Walker Process has a lead time up to 25 weeks, while the components from Automatic Systems have a lead time of up to 12 weeks. Installation will be bid in the coming weeks with construction expected to start late October and be completed by spring 2025.

Keywords: Clarifier, Walker, Automatic Systems

RESOLUTION NO. _____

RESOLUTION TO WAIVE THE FORMAL BID PROCESS AND ACCEPT QUOTES FROM WALKER PROCESS EQUIPMENT TOTALING \$184,650 AND AUTOMATIC SYSTEMS CO. TOTALING \$11,968 FOR EQUIPMENT TO REHABILITATE CLARIFIER #2

WHEREAS, The Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs.

WHEREAS, The Town’s FY 2024-25 budget includes funds for the rehabilitation of the Water Treatment Plant’s Clarifier #2 mixer components, clarifier spur gear, electrical updates, and other associated items.

WHEREAS, Given lead times on equipment, the Town is procuring the equipment directly in anticipation of the equipment installation in the fall.

WHEREAS, Walker Process Equipment and Automatic Systems Co. submitted quotes of \$184,650 and \$11,968, respectively, for the Clarifier #2 rehabilitation equipment.

WHEREAS, It is in the best interests of the health, safety, and welfare of the citizens of Normal to waive the formal bid process and purchase Water Clarifier #2 rehabilitation equipment from Walker Process Equipment and Automatic Systems Co.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION 1. The formal bid process is waived and the city manager, or her designee, is authorized to contract with Walker Process Equipment and Automatic Systems Co. for the purchase of Water Clarifier #2 rehabilitation equipment. The contracts must be in conformance with the quotes submitted by each entity.

SECTION 2. The Town Clerk shall retain the purchase documents in her office for public inspection.

ADOPTED this _____ day of _____, 2024.

APPROVED:

President of the Board of Trustees
Town of Normal, Illinois

ATTEST:

Town Clerk
(seal)

PROPOSAL FORM

The Town of Normal is undertaking a project to rehabilitate the Clarifier No. 2 Drive and Mixer equipment. We, the undersigned, agree to furnish to the Town of Normal, Illinois, the following item(s), per specifications, at the below listed prices and to supply all equipment, as required:

BASE BID

No.	Item	Quantity	Units	Unit Price	Subtotal
1	Clarifier No. 2 Drive and Mixer Equipment (Document 11266)	1	Lump Sum	\$176,700	\$176,700
2	Clarifier No. 2 Drive Motor Controller (Document 26 29 13)	1	EA	N/A	N/A
3	Manufacture's Startup and Field Services	2	Days	\$7,950	\$7,950

TOTAL BASE BID AMOUNT:

One hundred eighty four thousand six hundred fifty dollars

DOLLARS \$184,650

The following conditions apply:

1. The proposer shall provide the required shop drawings for review by the engineer. Equipment shall not be released for fabrication until the shop drawings have been returned marked "*No Exceptions Taken; No Resubmittal Required*" or "*Exceptions Taken as Noted; No Resubmittal Required*".
2. Installation, Operation, and Maintenance Manuals shall be provided for all equipment prior to the equipment's delivery.
3. All equipment shall be warranted to be free from defects in material and workmanship for a period of one year from date of equipment startup.
4. The Town plans to contract with a general contractor to complete the installation of the provided equipment. Supplier/Manufacturer Representative shall be available to answer/address general contractor questions during installation.
5. This proposal will remain subject to acceptance for 60 days after the opening, or for such longer period of time that Proposer may agree to in writing upon request of Owner.

- **NOTE - Proposal is attached to define scope and terms**

PROPOSAL SUBMITTAL

Section 00410
Proposal Form

PROPOSER: *[Indicate correct name of bidding entity]*

Walker Process Equipment

By:



[Signature]

[Printed name] Lane Sheldon

(If Proposer is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

[Signature] *[Printed*

name]

TITLE: Regional Sales Manager

Submittal Date: March 21, 20224

Address for giving notices:

840 N. Russell Avenue

Aurora, IL 60545

Telephone Number: 630-621-7530

Fax Number: 630-8927951

Contact Name and e-mail address: Lane Sheldon

Lsheldon@walker-process.com



Division of McNish Corporation

Dedicated to the
Water and
Wastewater Industry

Walker Process Equipment

Division of McNish Corporation

840 North Russell Avenue

Aurora, Illinois 60506-2853

E-Mail: walker.process@walker-process.com

Website: www.walker-process.com

Phone: 630-892-7921

Fax: 630-892-7951

March 21, 2024

TO THE: City of Normal, IL

**SUBJECT: Clariflow Rehab Parts
Normal, IL
BID DATE March 22, 2024
PROPOSAL NO.: 24-2003W**

Gentlemen:

We are pleased to submit this proposal as our offer to sell and furnish the following equipment:

Two (2) complete mixer assemblies with inverter duty drives, one (1) 60” drive with new torque monitor and Clariflow well seals to replace Walker Parts for existing Clariflow Serial # UW84352.

This proposal is divided into the following sections that together form our complete proposal:

Pricing Summary	Pg. 2-3
Scope of Supply and Clarifications	Pg. 4-5
General Items	Pg. 6-7
Terms and Conditions of Sale	Pg. 8-10
Mechanical Warranty	Pg. 11
Drawings – Attached	

If we can furnish any clarifications or additional information regarding the scope and terms of this proposal, please contact our sales Representative, Rich Hussey of LAI, Ltd., at 847-392-0990 or myself. We look forward to working with you on this project.

Sincerely,
WALKER PROCESS EQUIPMENT
Division of McNish Corporation

Lane G. Sheldon
Regional Sales Manager

PRICING SUMMARY

Listed below is a summary of prices for equipment as noted within this proposal. The prices are for equipment as described herein, F.O.B. shipping point with freight prepaid via truck, exclusive of any taxes.

Our pricing includes a maximum of seven (7) hard copy service manuals unless a greater number is specified in the project specifications. If requested, WPE will supply the electronic version of the O & M Manual in PDF format. The rights to the content of WPE O & M Manuals and drawings belong solely to WPE. WPE reserves the right to revise the content at any time.

NOTE: Please refer to the following pages for clarifications to our scope of supply.

Clariflow rehab parts, for installation (by others) for the price of . . . \$176,700

Field Service, as often as required, but not to exceed three (3) trips and six (6) days . . . \$7,950

TIME OF ACCEPTANCE: This offer to sell is subject to receipt of your purchase order on or before April 22, 2024.

The number of this proposal must be referenced in the Purchaser's purchase order. The prices quoted in this proposal are based upon and subject to Purchaser's acceptance of the Terms and Conditions of Sale attached to this proposal. WPE reserves the right to change the prices quoted if the subsequent Purchase Order changes or modifies in any manner, the Scope of Supply or the attached Terms and Conditions of Sale, unless WPE's written consent is first obtained. This proposal shall become a binding contract for the scope of equipment supply and mechanical warranty responsibility, upon acceptance by Purchaser and approval by WPE as provided for in the Terms and Conditions of Sale.

PAYMENT AND PRICE TERMS:

- 10% net 30 days upon receipt of approved submittal.
- 85% net 30 days upon shipment of materials, or upon offer to ship.
- 5% net 30 days upon start-up of the equipment or within 90 days of final shipment whichever occurs first.

When multiple structures or partial shipments are involved, each structure or its equivalent tonnage will be considered a unit for payment.

Invoices not paid within 30 days from date of invoice will bear interest at the rate of two percent (2%) per month.

These terms are completely independent from, and in no way contingent upon, when you receive payment from the Owner and/or prime contractor. Walker Process prices do not include sales, use, excise, or other similar taxes, and all such taxes shall be

paid by the Purchaser. Our offering does not include bonds of any kind, which the purchaser may require.

ESTIMATED SCHEDULES:

The prices given in this proposal are based on our best estimate of costs and current deliveries by suppliers and our projected factory workload. WPE project managers will work with you to coordinate our shipments with your construction schedule and expect you to expedite a timely turnaround of our submittal for approval. WPE will not be held responsible for delays or shortages of materials caused by our suppliers and/or by conditions beyond our control and under no circumstances will be liable for liquidated damages.

We estimate that we can ship fabricated materials in accordance with the schedules listed within each of the proposed items of this proposal.

Approval Schedules are shown in weeks after receipt of **order with complete information**. Shipment schedules are shown in weeks after **receipt of final Approved Submittal**.

SCHEDULES STATED WITHIN THIS PROPOSAL ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER.

TERMS AND CONDITIONS:

Refer to the attached Terms and Conditions of Sale, which form an integral part of this proposal.

FIELD SERVICE:

If our scope of supply indicates the price includes the services of a factory field service technician for checkout, initial start-up, testing, commissioning, and/or instruction of plant personnel as noted in the "Scope of Supply", refer to the attached General Items regarding our Terms of Field Service.

SCOPE OF SUPPLY

BID ITEM: NORMAL, IL --- REPLACEMENT PARTS FOR SERIAL # UW84352, EXISTING WALKER PROCESS CLARIFLOW

WALKER PROCESS WILL SUPPLY:

DRIVE ASSEMBLY – Motor, primary helical speed reducer, chain drive with shear pin coupling, chain guard, worm gear, spur gear, advanced torque monitor providing real time feedback to SCADA SYSTEM. Walker automatic condensate discharge system.

MIXERS Two (2) - 5.0 HP, 3/60/230-460 inverter duty, premium efficiency NEMA 4 motor connected to a gear reducer. Complete with coupling and 3" diameter 304 stainless steel shaft and 304 stainless steel impellers. Steel base plate for mounting to existing bridge.

CENTER PIER PAN AND WELL SEAL ASSEMBLIES – Stainless steel hardware and fasteners included.

ELECTRICAL CONTROLS: Intermediate control panel only, to provide interface between existing drive control panel, SCADA system and Walker Torque Monitor.

SHOP PAINTING:

The spur gear drive assembly will receive one (1) shop prime coat of Tnemec Omnithane Series 1 (greenish gray), 2.5 to 3.5 mils dry film thickness (on previously unpainted surfaces only) followed by one (1) shop intermediate coat of Tnemec Pota-Pox Series 20HS-1211 (red), 4.0 to 6.0 mils dry film thickness followed by one (1) shop finish coat of Tnemec Endura-Shield Series 73 (Ash White), 2.0 to 3.0 mils dry film thickness.

The new mixer base will receive surface preparation of SSPC-SP6 followed by one (1) shop prime coat of Tnemec Omnithane Series 1 (greenish gray), 2.5 to 3.5 mils dry film thickness (on previously unpainted surfaces only) followed by one (1) shop intermediate coat of Tnemec Pota-Pox Series 20HS-1211 (red), 4.0 to 6.0 mils dry film thickness followed by one (1) shop finish coat of Tnemec Endura-Shield Series 73 (Ash White), 2.0 to 3.0 mils dry film thickness.

Due to the requirement for field welding, the condensate can that gets welded into the top of the center pier will ship bare metal for surface preparation and finishing in the field.

All motors and primary reducers will be provided with the original manufacturer's standard finish paint.

Aluminum, stainless steel, galvanized steel, plastic and other special materials will not be shop painted.

FIELD SERVICE: As required, but not to exceed three (3) trips and six (6) days of mechanical service. (priced separately see page #2)

ESTIMATED SCHEDULE: Based on current deliveries by suppliers and our projected work load, we estimate that we can ship fabricated materials in accordance with the schedules listed below. Approval Schedule is shown in weeks after receipt of order with complete information. SCHEDULE COMMITMENTS ARE SUBJECT TO REVISION AND MUST BE CONFIRMED AT TIME OF ORDER.

Submittal of Approval Drawings	8-10 weeks
Shipment, after Receipt of Approval . .	17-20 weeks

EXCLUSIONS: The following are not included in this offering.

- 1) Unloading, hauling or storage
- 2) Electric controls, except as specified above
- 3) Conduit and wiring
- 4) Lubricating oil or grease
- 5) Field painting or welding
- 6) Heat trace tape for automatic condensate discharge system

GENERAL ITEMS

SAFETY REGULATIONS: Equipment and specified accessories supplied by WALKER PROCESS EQUIPMENT Division of McNish Corporation (WPE) will comply with the Occupational Safety and Health Act of 1970 as may be amended to date of order. Purchaser will be responsible for specifying items required by the Act, which depend upon the particular service or operating methods of the Owner.

PAINTING: If Purchaser's equipment has shop painting included in the price, as outlined in the main body of this proposal, please take note of the following:

Our prices are based on shop surface preparation and shop coat(s) as outlined in the main body of this proposal. In the event that an alternative paint system is selected by the Purchaser, WPE requires written notification and data from Purchaser on the alternate paint selected. With Purchaser's agreement, WPE will then either adjust our price as may be necessary to comply or ship the material unpainted if compliance is not possible, due to application problems or environmental controls.

Shop primer paint is intended to serve only as minimal protective from the time of application (usually for a period not to exceed 30 days). Therefore, it is imperative that the finish coat normally be applied within 30 days of shipment on all shop coated surfaces. Without final coating(s) protection, primer degradation will likely occur after this period, which in turn may require renewed field surface preparation and field coating by Purchaser and/or Field Painting Contractor. Unless noted otherwise, shop prime paint will be held back 3 inches from areas that require field welding.

All field surface preparation, field paint, field touch-up, and field repair to shop coated surfaces are not by WPE. WPE will not be responsible for condition of shop primed or shop finished painted surfaces after equipment leaves its shops. Purchaser is invited to inspect painting in our shops for proper surface preparation and shop coating application prior to shipment.

WPE assumes no responsibility for field surface preparation or field touch-up of shop coatings related to shipping damage or handling damage. Any bruises, mars and/or scratches caused by loading, shipping, unloading and handling the equipment must be immediately touched up in the field by Purchaser and/or Field Painting Contractor prior to any equipment storage or equipment installation. WPE will not accept any responsibility for rusting due to equipment not receiving additional coats in the field by the Purchaser and/or Field Painting Contractor.

Purchaser must advise WPE in writing of any and all concerns regarding the shop applied surface preparation and/or the shop applied coating(s) before equipment is installed. WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after equipment has been installed.

Application of field coating(s) shall be in strict compliance with the coating manufacturer's recommendations. Prior to application of field coat(s), the Purchaser and/or Field Painting Contractor must ensure that the maximum recoat time for the shop coating, as set forth by the shop coating manufacturer, will not be exceeded. If the maximum recoat time will be exceeded, the Purchaser and/or Field Painting Contractor shall consult the shop coating manufacturer for necessary surface preparation prior to applying subsequent top coats. Application of field coating(s) shall be construed as the Purchasers and Field Painting Contractors full acceptance of both the shop applied surface preparation and the shop applied coating(s). WPE will not accept any back charges related to either the shop applied surface preparation or the shop applied coating(s) after field coatings are applied.

All finish coats are not by WPE unless otherwise stated in the main body of this proposal. Finish coats must be the same type and by the same paint manufacturer as the prime coat, to ensure optimum compatibility and avoid invalidation of the paint warranty. The Purchaser and Field Painting Contractor are responsible that the field finish coating system is fully compatible with the shop applied coating(s).

Painting of fasteners and other touch-up to painted surfaces will be by Purchaser and/or Field Painting Contractor after mechanism erection.

No shop coatings are used by WPE on aluminum, stainless steel or other non-ferrous metals, or on galvanized metal, unless specifically designated.

All pipes, tubes, etc., 20" in diameter and larger, which receive shop surface preparation as outlined in the main body of this proposal, receive both interior and exterior shop surface preparation and shop coating. For pipes, tubes, etc., smaller than 20" in diameter, shop surface preparation and shop coating only extends into the ends of the pipes, tubes, etc., as far as the gun will reach without inserting the gun within the pipe or tube.

Motors, gear motors, and other components not manufactured by WPE will be painted solely with the originating manufacturer's standard paint system. No additional shop coatings are applied by WPE for components not manufactured by WPE.

Prior to field sandblasting, the Purchaser and/or Field Painting Contractor shall protect all gears, motors, drives, mixers, shafting, electrical controls, seals, breather vents and miscellaneous items of equipment that could be damaged by sandblasting or entry of sand. Painting can damage seals and plug breather vents on the drive units. WPE will not be responsible for leaks or loss of lubricant due to field applied paint of seals and/or vents.

Evaluation of dry film coating thickness complies with the requirements of industry standard SSPC-PA2, "Paint Application Specification #2 Measurement of Dry Coating Thickness With Magnetic Gages."

Normal IL
Clariflow Rehab Parts
Proposal No. 24-2003W
March 21 2024
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ANCHORAGE: Note that existing concrete tanks may require concrete modifications in the areas where new anchors will be placed in order to meet current design codes. Sometimes the required modification may be extensive. Foundation loads from the equipment provided will be submitted, but WPE is not responsible for cost, design, or the work for the concrete modification.

WPE is not responsible for determining the condition, adequacy, capacity, or suitability of existing anchors or concrete if the existing anchors are to be reused.

STAINLESS STEEL: Stainless steel products that have been subjected to the pickle, passivate and electro-polish process are more resistant to rust and corrosion than untreated products, however this does not guarantee that the products will not rust, corrode or discolor. Due to the many circumstances outside of the control of Walker Process Equipment Division of McNish Corporation and our fabricators all present and prospective purchasers of stainless steel product are cautioned about possible conditions that affect their application if cosmetic appearance is required. McNish Corporation and Walker Process Equipment Division of McNish Corporation make **no warranty**, expressed or implied, as to the rust, corrosion or discoloration resistance of stainless steel products supplied by Walker Process Equipment Division of McNish Corporation.

ADHESIVE (EPOXY) ANCHORS: WPE specifically excludes all responsibility for field installation of adhesive anchors, all field installer certifications of adhesive anchors, and all equipment and appurtenances required to field install the adhesive anchors.

RECEIVING MATERIAL: Upon receipt of each shipment, the Contractor/Purchaser should check the goods received against the tally on the PACKING LIST provided by WPE. If any items are missing, an appropriate notation should be made on the shipping papers and WPE should be notified immediately. Shipments for which no shortages are reported to WPE within fourteen (14) days of delivery to the jobsite will be considered complete as listed on the PACKING LIST.

STORAGE/PROTECTION: All motors, drives, shipping cartons containing sensitive equipment, and any other items that would reasonably deem special care be exercised in storage must be stored inside or adequately protected from moisture, and exposure. WPE will not be responsible for damage or deterioration due to improper handling, exposure or inadequate protection.

FIELD INSTALLATION: The equipment described and offered in this proposal is to be field installed by OTHERS. WPE will provide General Installation instructions, as a guide only, to assist installer who is presumed to be experienced, competent and equipped to handle and install the equipment as offered herein. It is the Contractor's responsibility to furnish any erection aids he deems necessary.

GENERAL ITEMS NOT INCLUDED: Unless specifically indicated to the contrary in the scope, the following items are excluded from our offering:

INSPECTION FOR DAMAGE UPON ARRIVAL, UNLOADING, HAULING OR STORAGE, SHIMS/SHIM SETS, ALL ELECTRIC CONTROLS, CONDUIT, WIRING AND ALARMS, GREASE FITTINGS, GREASE LINES, LUBRICATING OIL OR GREASE, INFLUENT PIPE, SLUDGE OR SCUM PIPING AND FITTINGS AND VALVES, FIELD PAINTING OR WELDING, CONCRETE WORK, INSTALLATION OF EQUIPMENT, ANCHORAGE TEMPLATES, LABOR AND MATERIALS TO REPAIR DEFECTS CAUSED FROM SHIPPING AND HANDLING AND INSTALLATION, HANDRAILS AND WALKWAYS NOT LOCATED ON THE EQUIPMENT, TOOLS, SPARE PARTS, VIDEO TAPES/TAPING OF INSTRUCTIONS/TRAINING SESSIONS.

If this proposal includes an offer for WPE to provide field inspection services of existing equipment, the price shown does not include any material or labor necessary to provide safe access to all areas that require visual inspection, such as scaffolding, ladders, lifts, lighting, safety harnesses, testing for air quality in confined areas, breathing apparatus, safety observers, safety permits or any other materials or labor required for the inspections. The contractor is solely responsible to coordinate the draining and cleaning of all tanks and structures to be inspected and to provide all material and labor required to assist WPE with the inspection.

When field service is requested to inspect existing structures, the following conditions shall apply:

- *The field inspection services will be performed to generally accepted industry professional standards and WPE will use ordinary skill in providing field inspection services.*
- *The Customer shall provide well-ventilated access to all areas requiring inspection and will provide all required scaffolding, ladders, safety equipment, tools, surveying equipment, labor assistance etc., required to perform the field inspection services.*
- *The Customer shall completely drain and clean all tanks, structures and access areas prior to WPE providing field inspection services.*
- *The Customer shall understand that WPE personnel are not corrosion experts, concrete experts, coatings experts, or failure analysis experts; All field inspections are strictly limited to "visual" observations and do not encompass measuring structural members or structural analysis.*
- *The Customer shall satisfy itself as to the adequacy and accuracy of the information provided by WPE personnel and shall take complete responsibility as to the use of the information provided by the WPE personnel and the information contained within the WPE field inspection report, which will be provided by WPE to the Customer.*
- *WPE makes no warranty of any kind, expressed or implied with respect to the field inspection services.*

TERMS AND CONDITIONS OF SALE

1. **Controlling Terms.** All purchase orders submitted to Walker Process Equipment, a division of McNish Corporation (hereinafter referred as “**Seller**”) by a purchaser (hereinafter referred to as the “**Buyer**”) for products and/or services sold by Seller shall constitute acceptance of Seller’s Bid Proposal, these Terms and Conditions of Sale and Seller’s Mechanical Warranty (hereinafter referred to, collectively, as “Seller’s Contract Documents”). In the event any provision of Buyer’s purchase order conflicts with Seller’s Contract Documents, the provisions of Seller’s Contract Documents shall control. Any modifications, amendments or other changes to Seller’s Contract Documents must be agreed upon in writing signed by Seller. Seller is neither a party to, nor shall Seller be bound by, the terms of any contract or agreements between Buyer and any other party. (Seller’s Contract Documents and Buyer’s purchase order are hereinafter referred to, collectively, as the “Contract”).
2. **Acceptance of Purchase Orders.** All purchase orders received by Seller are subject to approval of Buyer’s credit and is contingent upon Seller’s receipt of written approval of all equipment submittals or written waiver thereof.
3. **Shipment and Delivery.** The shipping schedule set forth in Seller’s proposal is based upon Seller’s knowledge of the availability of materials at the time of quotation. Seller will use reasonable efforts to meet specified delivery dates, but such dates are estimates only and are not guaranteed. Seller reserves the right to make partial shipments and invoice Buyer for same. If Buyer delays shipment, Seller may invoice and the Buyer agrees to remit the amount due per terms as if the equipment had shipped. The Seller should not be liable for any delays beyond its reasonable control (i.e., force majeure) including inadequate or reduced supply, or excessive costs, of suitable materials.
4. **F.O.B. Point and Title.** Seller’s delivery of goods to a carrier F.O.B. shipping point constitutes delivery to Buyer and will transfer all title, ownership, and possession of the goods to Buyer.
5. **Payment Terms.** Payment terms are independent of, and are not contingent upon, the time and manner in which Buyer receives payment from any other person. All accounts that remain unpaid after the due date will accrue interest at a rate of two percent (2%) per month (annual percentage rate of 24%), or the maximum interest rate permitted by law. Buyer shall pay all costs and expenses, including reasonable attorneys’ fees, which are incurred by Seller to collect any past due accounts.
6. **Setoff.** Buyer shall have no right to setoff or deduct any sums owed to Seller under this Contract for any amounts that are in dispute between Seller and Buyer and relate to any other project or contract between Seller and Buyer. Any setoff so made shall constitute a default by Buyer under this Contract and Seller shall then be entitled to pursue all remedies available to Seller for such default, including, but not limited to, the Seller’s right to stop performing Seller’s obligations under this Contract.
7. **Taxes.** Prices quoted by Seller do not include any federal, state, local, sales, use, excise or other taxes. Any tax applicable to Buyer’s purchase of Seller’s goods shall be paid by Buyer directly to the appropriate governmental authority.
8. **Warranty.** Seller warrants all goods that it manufactures in accordance with the terms of Seller’s Mechanical Warranty, a copy of which is attached hereto and made a part hereof (the “Warranty”). Seller reserves the right to declare the Warranty null and void upon the breach of any of Buyer’s obligations under its Contract.
9. **Cancellation.** If Buyer requests or causes a cancellation of any work performed by Seller on Buyer’s behalf, Buyer agrees to pay Seller for all costs and expenses incurred by Seller, plus overhead and profit, through and including the date of cancellation.
10. **Backcharges.** No back charges or delay in payment for goods or services furnished by Seller under this Contract shall be made by Buyer without Seller’s advance written approval. If Buyer assesses back charges against Seller that are not approved in advance by Seller, Buyer shall be in breach of this

Contract and Seller shall have no further obligation to continue performing any further work or service for Buyer.

11. **Price Adjustment.** If shipment is, for any reason, deferred by the Buyer beyond the normal shipment date, or if material price increases are greater than 2% from proposal date to material procurement date, stated prices set forth herein are subject to escalation. The escalation shall be based upon increases in labor and material and other costs to McNish Corporation, that occur in the time period between quotation and shipment by McNish Corporation. Buyer agrees to this potential escalation regardless of contradicting terms in the contract, except when an agreed upon escalation adder is included in the price.

- a) The total quoted revised price is based upon changes in the indices published by the United States Department of Labor, Bureau of Labor Statistics. Labor will be related to the Average Hourly Earnings Indices found in the Employment and Earnings publication. Material will be related to the Metal and Metal Products Indices published in Wholesale Prices and Prices Indices.
- b) Price revision for items furnished to, and not manufactured by McNish Corporation, which exceed the above escalation calculation, will be passed along by McNish Corporation to Buyer based upon the actual increase in price to McNish Corporation for the period from the date of Proposal to the date of shipment by McNish Corporation.

12. **Indemnification.** Seller agrees to indemnify Buyer, hold Buyer harmless, and upon request, to defend Buyer from and against all damages, losses, liabilities, costs and expenses, including reasonable attorney's fees, incurred by Buyer and arising from any claims, demands and suits, for personal injury, death, or property damage caused by the acts or omissions of Seller, in whole or in part, in connection with Seller's furnishing of the goods and services by this Contract. Seller's maximum liability to Buyer hereunder shall not exceed the limits of Seller's insurance policies as evidenced by the Certificate of Insurance delivered by Seller to Buyer in connection with this Contract.

13. **Limitation of Liability.** Notwithstanding anything contained in this Contract to the contrary, Seller shall have no liability to Buyer for any consequential, incidental, indirect, liquidated, special, exemplary, and punitive damages arising from or alleged to arise from Seller's breach of this Contract, as Seller's sole liability to Buyer for breach of this Contract shall be for direct damages actually suffered or incurred by Buyer. Seller's liability to Buyer for warranty claims shall be solely as stated in Seller's Mechanical Warranty attached hereto and made a part hereof. Seller's maximum liability to Buyer for direct damages under this Contract shall be limited to, and shall not exceed, the purchase price of the goods and services furnished by Seller to Buyer under this Contract.

14. **Field Service.** Field service quoted is not supervisory but advisory only and is offered subject to the express agreement that our servicemen's function and responsibilities are limited to inspection, interpretation of assembly drawings and IOM manuals, and identification of materials for proper assembly and operation. In order to ensure the availability of a servicemen, Buyer must provide Seller with a four (4) week advance notice to schedule service requests. If less than four (4) weeks-notice is given by Buyer, Seller cannot guarantee availability when requested, and also may result in premium charges to Buyer's account. Once a service date is scheduled, any travel cost increased due to a change in the service date requested by Buyer will be billed to the Buyer. If, in the event Seller's field service technician arrives when requested, and the jobsite is not ready for service, Seller shall deduct the days/trips from the allotted time included in our scope of supply, or invoice Buyer at the per diem rate plus actual travel expenses.

Any additional field service requested by Buyer shall be provided by Seller at a rate of \$1,200 per diem plus actual travel, housing and meal expenses. Consultation or advisory services of a process engineer or staff engineer within the continental limits of the United States will be charged at the rate of \$1,450 per diem plus actual travel, housing, and meal expenses. There will be no credit for using less days or trips than the amount identified within this proposal. The per diem rates quoted are for normal site work schedule, eight (8) hours per day, five (5) days per week; all overtime and Saturday work to be invoiced

at one and one-half the per diem rate; Sunday and legal holiday work to be invoiced at double the per diem rate.

15. **Limitation of Actions.** Notwithstanding any statutory period of limitation to the contrary, and except as otherwise provided in Seller’s Warranty, any action or claim against Seller by Buyer with respect to Seller’s furnishing of goods must be brought within one (1) year from date of Seller’s shipment or offer of shipment of the goods purchased by Buyer.

16. **Disputes and Governing Law.** All disputes and controversies arising between Seller and Buyer shall be settled by a court of competent jurisdiction in Kane County, Illinois. All agreements between Seller and Buyer shall be construed in accordance with, and governed by, the laws of the State of Illinois, and shall be construed to be between merchants.

17. **Disclosure.** Seller is a Division of McNish Corporation. Goods or services to be provided by Seller pursuant to this Contract may include goods or services provided by another division of McNish Corporation.

18. **Invalidity.** If any provision of Seller’s Contract Documents is held to be invalid or is otherwise rendered unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions thereof.

19. **Binding Effect.** This Contract shall be binding upon, and inure to the benefit of, Seller and Buyer, and their respective successors, assigns, and legal representatives.

20. **Entire Agreement.** This Contract constitutes the entire agreement between Seller and Buyer, and supersedes all prior agreements, negotiations, and communications, whether oral or written, between Seller and Buyer with respect to the subject matter hereof.

SELLER:

WALKER PROCESS EQUIPMENT,
Division of McNish Corporation

Signature:



Name/Title:

Lane G. Sheldon / Regional Sales Manager

Date:

March 21, 2024

ACCEPTED BY BUYER:

Name of Company:

Authorized Signature:

Name/Title:

Date:

MECHANICAL WARRANTY

Walker Process Equipment, division of McNish Corporation ("Seller") warrants, to Buyer that all products and parts of its manufacture ("Goods") are free from defects in material and workmanship on the date of shipment. Seller's obligation under this Mechanical Warranty is to replace or repair, at no charge to Buyer and the original user of the Goods, any Goods which proves to Seller's satisfaction to have a defect in material or workmanship that interferes with the mechanical operation of the Goods under normal use and service within one (1) year from date of initial operation of the Goods or fifteen (15) months from date of shipment, whichever time period first occurs (the "Warranty Period").

If, within the Warranty Period, Buyer gives Seller prompt written notice of any defects in the Goods, Seller shall then, as Buyer's sole remedy, repair or replace, any such Goods, which Seller determines, in its sole discretion, to have failed under normal use. Unless otherwise agreed to, in writing, by Seller, (i) all repairs or replacements shall be made F.O.B. Seller's manufacturing facility or other locations designated by Seller; and (ii) Buyer shall be solely responsible for the cost of any labor required in order to allow Seller to gain access to the Goods in order to allow Seller to assess the claimed defects; and (iii) Buyer shall be responsible for all costs of installation of all Goods replaced or repaired by Seller under this Warranty. If Seller determines that any claimed defect is not, in fact, covered by this Warranty, Buyer shall pay Seller its then customary charges for any repairs or replacements made by Seller. Any suit or action brought under this Warranty must be commenced not later than ninety (90) days after the expiration of the Warranty Period, notwithstanding any statute of limitations to the contrary. Buyer shall provide Seller with satisfactory evidence that all the Goods have been maintained in accordance with Seller's instructions as stated in the installation, operations and maintenance (IOM) manual provided by Seller to Buyer.

This Warranty does not apply to, and is rendered null and void by, any Goods which, after leaving Seller's manufacturing plant, are: (i) repaired or altered without Seller's prior written approval; or (ii) improperly stored, installed or operated, including any Goods operated beyond its rated capacity or without required safety devices and protective measures; or (iii) the subject of intentional or negligent misuse, misapplication, neglect, or accident; or (iv) installed contrary to Seller's instructions; or (v) the subject of start-up, inspections, or instructions in the operation or maintenance performed by any person who is not an authorized representative of Seller; or (vi) damaged from corrosion, erosion, or any other deterioration occurring after the Goods, or parts thereof, leave the point of manufacture; or (vii) not maintained in accordance with Seller's instructions as stated in the Installation, Operation and Maintenance (IOM) Manual provided by Seller to Buyer.

This Mechanical Warranty shall not apply to products or parts which are not manufactured by Seller. Buyer's sole remedy for defective products and parts not manufactured by Seller shall be solely as provided under the warranty, if any, of the original manufacturer of such products and parts. All warranty claims for defective products and parts not manufactured by Seller shall be submitted directly to the original manufacturer for coverage.

The obligations of Seller under this Warranty are subject to, and contingent upon, Buyer not being in breach of any of its payment obligations to Seller for the Goods.

This Warranty is provided by Seller, and accepted by Buyer, in lieu of all other warranties and remedies, express or implied. Seller disclaims the implied warranties of merchantability and fitness for a particular purpose, and any implied warranties arising from course of performance, course of dealing, or usage or trade. Seller shall not be liable under this Mechanical Warranty to Buyer or any other party for direct, special, consequential, indirect or incidental damages of any kind, including, but not limited to, loss of profits. Seller's sole obligation and Buyer's exclusive remedy for warranty claims relating to any Goods is as stated in this Mechanical Warranty.



TO: Richard Hussey
LAI, Ltd.

PROPOSAL NO: 20240122

DATE: April 1, 2024

SUBJECT: Normal, IL Clarifier #2 Rehabilitation

F.O.B.: Factory with Freight allowed to jobsite.

BID DATE: TBD

APPROVAL DRAWINGS: 6-8 Weeks from receipt of an acceptable order.

SHIPMENT: 8-12 Weeks from receipt of approval.

QUOTATION EXPIRES : 60 Days

PAGE: 1

QUOTATION/PROPOSAL

This quotation constitutes an offer to furnish the items listed subject to; terms and conditions stated herein; receipt of your purchase order by Automatic Systems Co.; Ames, Iowa; and written acceptance of your order by Automatic Systems Co. and/or the manufacturer(s) involved as follows:

WE ARE PLEASED TO OFFER THE FOLLOWING EQUIPMENT AND SERVICES IN ACCORDANCE TO THE BELOW REFERENCED SPECIFICATION SECTIONS:

Section 26 29 13 – Enclosed Motor Controllers

NOTES:

- 1.) Equipment included in this proposal is in accordance with the project plans and specifications and we take no exceptions.
- 2.) We will provide a Supply and Performance Bond for the following equipment and services at an additional cost upon request. An insurance certificate will be provided upon request.
- 3.) All proposed control panels will be factory fabricated, painted, assembled, wired, tested and ready for installation and connection to power and separate mounted control and instrumentation devices. All panels/MCCs will be supplied with a U.L. 508 Sticker and Nameplates as required.
- 4.) Please be advised that the estimated lead times provided in this proposal are based on current supply chain estimates and are subject to change. While we strive to provide accurate information, it is important to acknowledge that actual lead times may vary at the time of order placement due to various factors beyond our control. Automatic Systems Company cannot assume responsibility for any delays or disruptions that may occur in the supply chain. We will make reasonable efforts to keep you informed of any significant changes or updates regarding lead times as they become available.

Control Panels

- A One (1) **Clarifier #2 Motor Control Panel**, 480 VAC, 3-phase, UL-508 labeled, NEMA 4X stainless steel enclosure in accordance with Section 26 29 13.



Branch Office
515.232.4770
2740 Ford St.
Ames, IA 50010



Corporate Office
651.631.9005
2400 W County Rd. D
St. Paul, MN 55112



Branch Office
308.940.0649
Grand Island, NE



Proposed panel shall be complete with through door rotary disconnect, control power transformer, surge protection, motor circuit protector breaker, NEMA Size 1 FNVR motor starter with solid state overloads, torque monitor with alarm (supplied by others and installed by Automatic Systems), selector switches, indicator lights, elapsed time meter, interface relays, fuses, terminals, and wireway.


General Conditions and Services


- B One (1) Set of **Approval Drawings/Data** fully coordinated with primary elements, motor control equipment, mechanical equipment and auto sensory equipment, includes composite drawings of all power and control wiring for all systems and equipment provided above.
- C One (1) Set of Complete **Installation, Operation and Maintenance Manuals**.


Your net price for Items A through C, FOB factory with **freight allowed** to jobsite including **one (1) year warranty** from date of startup (not to exceed 18 months from date of shipment).....**\$11,968.00 PLUS TAX**.

The above price for Items A through C **does not** include any:

1. Sales or use taxes.
2. Bond costs.
3. License fees or permits of any kind.
4. Spare parts of any kind.
5. Junction boxes.
6. Lighting controllers.
7. Setting or mounting of any control panels/MCCs or primary devices.
8. Pressure or differential pressure gauges of any kind.
9. Pressure taps or saddles associated with mounting pressure switches.
10. Mounting hardware or brackets.
11. Float mounting brackets or supports.
12. Wall or floor stands or mounting supports for primary devices.
13. Pumps or motors of any kind.
14. Concrete housekeeping pads.
15. Interconnecting wire, cables, or conduit between control panels/MCCs and primary devices.
16. Control valves of any kind.
17. Valve actuators or solenoid valves.
18. HVAC equipment or controls of any kind.
19. Plywood mounting boards, painting, or installation thereof.
20. Pad mounted transformers.
21. Grounding of equipment.
22. Transducer mounting brackets.
23. Computer and printer furniture of any kind.
24. Removal or disposal of existing equipment or reconnection of existing equipment.

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 Ames, IA 50010

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 St. Paul, MN 55112

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 Grand Island, NE

-
25. Unloading equipment from delivery trucks or on-site storage thereof.
 26. Power Company coordination or associated utility fees.
 27. Exterior Lighting control equipment or Time Clocks.
 28. Public Address System.
 29. Telephone equipment.
 30. Phone line installation or associated phone company fees.
 31. Building light fixtures, light poles, switches, receptacles, junction or pull boxes or galvanized hubs of any kind.
 32. Labor or any other miscellaneous materials that may be required for installation not specifically detailed above.



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WE WISH TO POINT OUT:

OUR TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE OR DATE OF SHIPMENT, WHICH EVER COMES FIRST UNLESS STARTUP SERVICE IS REQUIRED PRIOR TO THE EXPIRATION OF THE 30 DAYS, IN WHICH CASE PAYMENT IS DUE IN FULL PRIOR TO STARTUP, WITH NO RETAINAGE ALLOWED. ANY BALANCE REMAINING DUE 31 DAYS BEYOND THE INVOICE DATE WILL BE SUBJECT TO A 1.5 PERCENT MONTHLY SERVICE FEE UNTIL PAID.

AUTOMATIC SYSTEMS CO. SHALL NOT BE HELD RESPONSIBLE FOR OR SHALL ACCEPT ANY BACKCHARGES FOR LIQUIDATED DAMAGES RESULTING FROM FAILURE OF THE CONTRACTOR TO COMPLETE THE PROJECT CONTRACT ON TIME, OR ANY EXTRA ENGINEERING COSTS NECESSITATED BY THE CONTINUANCE OF WORK BEYOND THE SPECIFIED COMPLETION DATE. AUTOMATIC SYSTEMS CO. ANTICIPATES DELIVERY OF APPROVAL DRAWINGS AND MATERIAL/EQUIPMENT IN ACCORDANCE WITH THE PERIODS STATED ON PAGE 1 OF THIS PROPOSAL. MATERIAL SUPPLIERS/MANUFACTURER'S HAVE BEEN EXTENDING DELIVERY SCHEDULES WITHOUT PRIOR NOTICE. AUTOMATIC SYSTEMS CO. CANNOT ASSUME ANY RESPONSIBILITY FOR DELAYS DUE TO THE UNAVAILABILITY OF MATERIAL OR EQUIPMENT WHICH IS BEYOND OUR CONTROL.

UNLESS STATED OTHERWISE, THE WARRANTY PERIOD FOR MECHANICAL AND/OR ELECTRICAL EQUIPMENT COVERED BY THIS QUOTATION SHALL BE 1 YEAR FROM DATE OF STARTUP, NOT TO EXCEED 18 MONTHS FROM DATE OF SHIPMENT. EXTENDED WARRANTIES ARE AVAILABLE AND WILL BE QUOTED ON REQUEST. THE WARRANTY PERIOD INCLUDED IN THE ABOVE SELL PRICES FOR MECHANICAL AND/OR ELECTRICAL EQUIPMENT EXPRESSLY EXCLUDES THOSE ITEMS NORMALLY CONSUMED IN SERVICE.

EXAMPLES: SEALS, PACKING, OIL, GREASE, LIGHT BULBS, FUSES, ETC.

Respectfully submitted,

AUTOMATIC SYSTEMS CO.

By Jake McFarland

To expedite handling and confirmation, you may sign below and forward as your order for the equipment quoted above.

Items Ordered _____ Total Net Price _____

Customer Firm Name _____

Authorized By _____ Purchase Order No. _____



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Grand Island, NE

TERMS AND CONDITIONS

1. We request that our company's quotation be executed by you. However, your purchase order referencing our quotation by number and date will be sufficient so long as it does not create an unfair advantage to either purchaser (sometimes referred to as buyer you) or Automatic Systems Company (sometimes referred to as our company we, our, us). The order will be subject to written acceptance by our company's Contracts Officer at Ames, Iowa.
2. Prices are based on direct factory shipments, or as noted.
3. If quantities vary from those indicated, we reserve the right to revise our prices.
4. Quoted shipping dates, unless otherwise stated, are from the date of receipt at the office of the Principal, of required complete technical data and/or approved drawings. Any changes requested by the Purchaser will be made only at the purchaser's expense.
5. Where a quantity of material is quoted according to our takeoff, such quantity is believed to be accurate but cannot be guaranteed.
6. If an item quoted is not approved by the Consulting Engineer, we assume no responsibility to furnish the item manufactured by others.
7. All orders are subject to approval of the purchaser's credit by the Principals involved.
8. Our Warranty on equipment and material covered herein is limited to that which is extended by the Manufacturer involved. We shall not be responsible for any damage arising directly or indirectly from installation or use of this equipment. Unless stated otherwise the manufacturer warrants for a period of one (1) year from the date of startup not to exceed 18 mo. from date of shipment, that the equipment listed (excluding expendable components such as fuses grease oil or water seals, packing, light bulbs, etc.) will be free from defects in material and workmanship. The Manufacturer's sole obligation in the event of breach of such warranty shall be the repair or replacement of the defective item at no charge to Purchaser, except for labor costs for repair or removal of the defective item and installation of any replacement item and transportation charges for delivery of the replacement and return of the defective item. The Manufacturer shall have no obligation to provide maintenance or make repairs or replacements through normal wear and tear or necessitated in whole or in part by catastrophe, fault or negligence of the user, improper or unauthorized use of the equipment by the user, or by causes external to the equipment, such as, but not limited to, power failure or air conditioning failure. Replaced parts shall become the property of the manufacturer.

DISCLAIMER OF WARRANTY AND LIMITATION OF REMEDIES: Purchaser understands and agrees as follows:

- (a) The express warranties set forth in this agreement are in lieu of all other warranties, express or implied, including without limitation, any warranties of merchantability or fitness for a particular purpose, and all such other warranties are hereby disclaimed and excluded by Automatic Systems Co.
 - (b) Automatic Systems Co. shall not be liable for any loss or damage caused by delay in furnishing equipment, products, services, or any other performance under or pursuant to this agreement.
 - (c) The sole and exclusive remedies for breach of any and all warranties for Automatic Systems Company's liability of any kind (including liability for negligence) with respect to the equipment, products and services covered by this agreement and all other performance by Automatic Systems Co. under or pursuant to this agreement shall be limited to the remedy provided above.
 - (d) In no event shall Automatic Systems Company's liability of any kind include any special, incidental, or consequential damages, even if Automatic Systems Company shall have been advised of the possibility of such potential loss or damage.
9. Any preliminary drawings and illustrative materials herewith show general arrangement and approximate dimensions only. Certified drawings will be submitted after receipt of order if required.
 10. No returns for credit will be allowed without specific permission by the Principal involved before such return shipment is made.
 11. Any material and/or equipment held at the Purchaser's request from the date of the invoice will be stored at the Purchaser's expense unless otherwise agreed upon. Invoice will be rendered, as of the date equipment is ready for shipment.
 12. Unless specifically stated herein, all material and/or equipment shall be installed and placed in service by and at the expense and under the exclusive responsibility of the Purchaser.
 13. Purchaser shall be responsible for care, maintenance, and protection of material and/or equipment after delivery. Purchaser agrees to provide and maintain adequate insurance for equipment and/or materials covered herein against loss or damage by fire, explosion, or other causes during the time between shipment and final payment in an amount fully protecting Vendor.
 14. All agreements are contingent upon strikes, accidents, or other causes beyond our control.
 15. Please note that our proposal does not include any sales or other required taxes or permits. The applicable tax will be charged to you at the time of invoicing. If you are exempt on this job, you will need to provide us with your exemption certificate. You agree to reimburse our company for any taxes we must pay on your behalf. You are responsible for obtaining permits in connection with the sale or installation of our equipment.
 16. Our proposal includes the equipment we offer to furnish you at the prices stated and these prices will remain firm when you execute our proposal (or send us your purchase order referencing our proposal) within 30 days from the date of our proposal and we receive the final approved drawings within 30 days after we mail the shop drawing booklets. The price could change if you should require a change in the design of the product or require changes in the components we have quoted. We will issue the necessary change orders to either decrease or increase the price and said change orders will be deemed accepted and assented to you if within a reasonable time the terms of the change order have not been objected to in writing by you to us, it being agreed upon that a reasonable time for objection is 20 days from the date thereof. We of course want to reserve the right to correct typing and clerical errors in our price or proposal.
 17. Unless we agree otherwise this transaction will be handled on a credit basis and is for business or commercial purposes. On this basis there must be agreements on certain terms and conditions so there will be no misunderstanding at a later date, therefore you and our company agree to the following such Terms and Conditions:
 - (a) We will retain title to and a secured interest in the equipment described in the proposal until we are paid in full. You and our company agree and it is our mutual intention that the equipment proposed and described in our quote is now and shall retain personal property and shall not become a fixture or part of a fixture until we have been paid in full. In effect, you and our company are agreeing to waive any other possible definition of the equipment so proposed and described for the purpose of this credit transaction that would invalidate your and our stated intention, and so that no unfair advantage will be gained by any third person or entity should our company not be paid for any reason.
 - (b) Payment, subject to continuing approval of credit, is due in full and payable 30 days from the date of invoice or date of shipment, whichever comes first unless startup service is required prior to the expiration of the 30 days in which case payment is due in full prior to startup, with no retainage allowed! Our company



Branch Office
515.232.4770
2740 Ford St.
Ames, IA 50010



Corporate Office
651.631.9005
2400 W County Rd. D
St. Paul, MN 55112



Branch Office
308.940.0649
Grand Island, NE

will invoice you, as the equipment you ordered is ready to be shipped, which may be within the estimated shipment period quoted to you or after such period. You agree to pay in full all invoices within the time specified above in this sub-paragraph. Your payment to us will not be dependent or contingent upon receipt of payment by you from any other party. Any balance remaining due 31 days beyond the invoice date will be subject to a 1.5 percent monthly service fee until paid. Should we have to engage an attorney to collect the balance due us, including the service fee, you agree to reimburse us for all collection costs including reasonable attorney's fees.

- (c) Once manufacture of the equipment has begun, you will be notified of the tentative shipment date. Once the equipment is ready to be shipped, we or the manufacturer may, at our option, agree to store the equipment should you not be ready for delivery, but this will not postpone your duty to pay the invoice(s) as they become due according to the terms of this contract. Should our company find it necessary to store such equipment for said reason you hereby agree to pay a storage fee at the rate of 1.5% of the contract price per month in addition to your duty to pay invoice(s). Please note that your return of the final approved drawings will constitute your notice to us to proceed with the manufacturing of the equipment.
 - (d) Our company will not be liable for any damages sustained by you resulting from our company's or any supplier's failure to perform or delay in performing any obligation, if such failure(s) or delay(s) is/are caused directly or indirectly by circumstances or events beyond our control. Some examples include invasion, insurrection, riot, fire, flooding, strikes, etc. A more common example of such circumstances of events would be the failure of a truck or supplier to meet delivery schedules. You agree to waive any right to incidental or consequential damages as stated in our company's warranty, and as further agreed herein. You further agree that our company will not be responsible for any "back charges" or costs unless and until you first obtain our company's written approval before you sustain such "back charges" or costs.
 - (e) You agree that if our equipment is installed or repaired by others, you will not seek to hold us responsible for any damage and injury, which may result from such installation or repair, directly or indirectly. In addition, our company will not be responsible for damage to your property or any other property, real or personal, caused by malfunction of our equipment whether or not it is installed by others or by our company.
 - (f) In order for our company to ensure delivery, it is agreed by you and by our company that you provide us with an access road to and from the job site, which road is capable of supporting trucks loaded to 75,000 pounds and with a 14 foot height clearance. Should the job site or such road not be suitable for such use and our purposes, you will reimburse us for any delays at the hourly labor rate and demurrage rate current at that time. You will also be responsible for unloading the equipment unless we are responsible for the erection of the equipment.
 - (g) The responsibility for protection of the equipment will be yours after it is delivered to the job site. Damage to the equipment after delivery, which is caused by vandalism, the elements or otherwise will be your responsibility and not that of our company.
 - (h) For your added protection, we are providing you with a warranty on our equipment which is made part of our proposal, and which is made a part of this agreement by reference.
 - (i) Except as otherwise contained in the Quotation, this Contract after acceptance by you is not subject to cancellation by Buyer except prior to shipment and then only by the payment to us an amount equal to the cost of labor and materials used plus 10% of quoted sales price as liquidating damages, which the Buyer hereby agrees to pay. Orders for custom equipment (non-standard or non-stocked equipment), or designed equipment are not cancelable by you.
 - (j) We both agree that this contract contains the complete and final agreement between us and may not be modified, supplemented, explained, or waived by parole evidence, your purchase order, course of dealing, or any other way, except where made in writing and signed by you and our company's authorized officer.
18. Since we will close this agreement upon acceptance of it by our Contract's Officer in Ames, Iowa, it is understood by you and our company that the laws of the State of Iowa will govern the Contract. Default and our remedies thereafter are defined and outlined below.

You shall be in default under the contract upon the happening of any one or more of the following:

- (a) Default in the payment or performance of any obligation you have under this contract; or
- (b) Any statement of a material fact, made in writing by you to our company, which proves to be untrue; or
- (c) Any omission, from any statement made in writing by you to our company, of any material fact which is necessary in order to make such statements not misleading; or
- (d) Any event, or change of condition, which impairs your ability to pay or perform your obligation under this contract; or
- (e) Any event or condition which reasonably justifies our company in deeming itself insecure.

Upon default by you, and at any time thereafter, our company shall have at its option, the right to exercise any one or more of the following remedies:

- (a) Prior to delivery of the equipment described in this Contract, to refuse to deliver such equipment to you or your agent; or
- (b) Exercise any remedy available to our company under the Uniform Commercial Code or under any other laws of the jurisdiction where such remedy is sought to be exercised; or
- (c) Enter the real estate upon which such equipment is stored or installed and take possession of such equipment and remove the same, without demand and other legal process; or
- (d) Demand that you shall assemble such equipment and make it available to our company at a place reasonable convenient to you and our company and thereupon you shall comply with such demand at your expense; or
- (e) Retain all sums received by our company as payment from you made prior to any repossession referred to in subparagraph (c) above; or
- (f) Void all warranties and refuse service and start-up; or
- (g) Sell such equipment at public or private sale, with or without notice, at a fair price.



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Grand Island, NE



Town Council Action Report

April 15, 2024

Resolution to Accept Bids and Award a Contract to All Weather Courts for Ironwood Park Tennis and Pickleball Court Resurfacing Project in the amount of \$60,874

Prepared By: Doug Damery, Director of Parks and Recreation

Reviewed By: Pamela S. Reece, City Manager

Staff Recommendation: Approval

Attachments: Proposed Resolution

Community Impact

The tennis and pickleball courts at Ironwood Park have been heavily utilized in the last several years. Demand for pickleball is high and the restoration of the playing surface helps to continue to meet the demand.

Budget Impact

This is part of the Ironwood Park Tennis and Pickleball Court Resurfacing project. Funding for this project is available in 325-9820-452.60-10.

Strategic Alignment



Background

Ironwood Park was resurfaced in 2016. At that time, Ironwood Park consisted of four tennis courts. The 2016 rebuild converted two of the tennis courts into six pickleball courts and rebuilt the other two tennis courts. The courts are scheduled for resurfacing to restore the playing surface.

At Council's April 1, 2024 meeting, a contract with Stark Excavating was awarded for a drainage improvement project which will improve the flow of water from the courts. This step is required prior to resurfacing the courts.

Discussion

Tennis and pickleball court resurfacing will take place shortly following the completion of the drainage project. We received one bid for resurfacing:

All Weather Courts	\$60,874
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Staff recommend approval of All Weather Courts to complete the resurfacing project in the amount of \$60,874. If approved, resurfacing will take place this summer after work on the drainage improvements is completed later this spring.

Keywords: Ironwood Park, Tennis Courts, Pickleball Courts, Drainage

RESOLUTION NO. _____

RESOLUTION TO ACCEPT BIDS AND AWARD A CONTRACT TO ALL WEATHER COURTS FOR THE IRONWOOD PARK TENNIS AND PICKLEBALL COURT RESURFACING PROJECT IN THE AMOUNT OF \$60,874

WHEREAS, The Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs.

WHEREAS, The Town solicited bids for the Ironwood Park tennis and pickleball court resurfacing project and All Weather Courts submitted the lowest responsible bid at \$60,874.

WHEREAS, It is in the best interests of the health, safety, and welfare of the citizens of Normal to execute a contract with All Weather Courts for the Ironwood Park tennis and pickleball court resurfacing project.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION 1. The Town accepts the bid of All Weather Courts in the amount of \$60,874 for the Ironwood Park tennis and pickleball court resurfacing project.

SECTION 2. The President is authorized to execute, for and on behalf of the Town of Normal, a contract with All Weather Courts for the resurfacing project. The contract must substantially conform to the bid submitted by All Weather Courts.

SECTION 3. The Town Clerk is authorized and directed to attest the President’s signature on the contract and retain a fully executed copy in her office for public inspection.

ADOPTED this ____ day of _____, 2024.

APPROVED:

President of the Board of Trustees
Town of Normal, Illinois

ATTEST:

Town Clerk
(seal)



Town Council Action Report

April 15, 2024

Resolution Waiving the Formal Bidding Process and Approving the Acquisition of Furniture from Widmer Interiors in the Amount of \$53,243.51 through the Omnia Joint Purchasing Program

Prepared By: Greg Troemel, Director of Inspections

Reviewed By: Pamela S. Reece, City Manager

Ryan Otto, Public Works Director

Mark Clinch, Director of Facilities and Energy Management

Staff Recommendation: Approval

Attachments: Proposed Resolution, Widmer Interiors Price Quote

Community Impact

The project will support the office reconfiguration for several departments and accommodate new workspaces for personnel approved in the FY2024-25 budget.

Budget Impact

The total cost of this project is \$53,243.51, an amount that is covered in Capital Investment Fund 325-9820-419.27-10.

Strategic Alignment



Background

The approved 2024-25 budget includes three new staff positions in the Engineering and Inspection Departments – a Traffic Technician and Engineering Technician in the Engineering Department and a Code Enforcement Inspector in the Inspections Department. In order to provide appropriate workstations for these technical positions, staff sought a proposal from Widmer Interiors.

Discussion

This project will create new workstations, including desks, file drawers, and chairs. Staff proposes the Town purchase the workstations through Widmer Interiors, the vendor used for the original 2016-17 buildout of the One Uptown building 2nd floor office space and used on a previous office reconfiguration. Widmer is part of the Omnia Shareable Government Contracts joint purchasing program, which ensures a competitive governmental pricing structure. The cost proposed by Widmer through the Omnia purchasing program is \$53,243.51.

Staff is requesting Town Council approval of the purchase to support the incoming staff members. With current product lead times and installation scheduling, Council authorization to proceed will facilitate the office space being available by this summer.

Keywords: Widmer, Engineering, Inspections, Office

RESOLUTION NO. _____

RESOLUTION WAIVING THE FORMAL BIDDING PROCESS AND APPROVING THE ACQUISITION OF FURNITURE FROM WIDMER INTERIORS IN THE AMOUNT OF \$53,243.51 THROUGH THE OMNIA JOINT PURCHASING PROGRAM

WHEREAS, The Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs.

WHEREAS, The Engineering and Inspections Departments workspaces require new furniture to accommodate additional staff to be hired this fiscal year.

WHEREAS, The Town received a quote for new furniture from Widmer Interiors, through the Omnia Government Contracts program, for \$53,243.51.

WHEREAS, It is in the best interests of the health, safety, and welfare of the citizens of Normal to waive the formal bidding process and purchase the Engineering and Inspections furniture through Widmer Interiors.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION 1. The formal bidding process is hereby waived. The City Manager or her designee is authorized to purchase Engineering and Inspections furniture in accordance with the quote submitted by Widmer Interiors.

SECTION 2. The Town Clerk shall retain the purchase documents in her office for public inspection.

ADOPTED this ____ day of _____, 2024.

APPROVED:

President of the Board of Trustees
Town of Normal, Illinois

ATTEST:

Town Clerk
(seal)

Total Quote - \$53,243.51




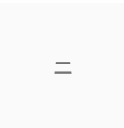



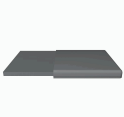
Sarah Dean
 sdean@widmerinteriors.com
 309-807-5922
 2203 E. Empire Street
 Suite A
 Bloomington IL 61704


Date: 4/2/2024
Project Name: Engineering and Inspections Reconfigure

Project Number:
Contract: HMI Omnia ANR482



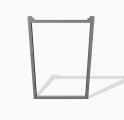


Prepared For:
 Greg Troemel
 Town of Normal
 One Uptown Circle, 2nd Fl
 Normal IL 61761
 309-824-3026 gtroemel@normal.org

Ship To/Install Address:
 Greg Troemel
 Town of Normal
 One Uptown Circle, 2nd Fl
 Normal IL 61761

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
1	HMI	1	FT121.346	+Conn 90,Universal,3way-for 46H frames and lower	230 WORKSTATI ON	\$ 31.31	\$ 31.31
							
2	HMI	1	FT128.46	+Connection Hardware, Frame-to-Frame 46H	230 WORKSTATI ON	\$ 11.47	\$ 11.47
3	HMI	1	FT29B.2	+Surface Ganging Bracket,pair	230 WORKSTATI ON	\$ 18.91	\$ 18.91
							
4	HMI	2	FT110.4636N	+Frame,Base Covers, no knockouts 46H 36W	230 WORKSTATI ON	\$ 95.17	\$ 190.34
							
				Base Finish CL +cool grey neutral			
5	HMI	1	FT114.1172G5 A	@Frame Top Screen,Ptd Std Top Cap 2 Frm,Opal Etched 1/4 thick, 11H 72W	230 WORKSTATI ON	\$ 308.76	\$ 308.76
							
				Top Cap Finish CL +cool grey neutral			
6	HMI	1	FT123.146BP	+Conn Cover 90-Deg, 1 Side Covered,Base Cover Ptd 46H	230 WORKSTATI ON	\$ 20.46	\$ 20.46
							
				Surface Finish CL +cool grey neutral			
7	HMI	1	FT126.1AP	+Top Cap, Conn 90-Deg, Connects-1 Frame Top Caps Ptd	230 WORKSTATI ON	\$ 13.95	\$ 13.95
							
				Surface Finish CL +cool grey neutral			





Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
8	HMI	1	FT160.46BP	+Finished End,Base Cover Ptd 46H Surface Finish CL +cool grey neutral	230 WORKSTATI ON	\$ 27.28	\$ 27.28
							
9	HMI	1	FT290.24R	+Surface Cantilever, for 20"-or 24" deep surface,rt-hnd Finish CL +cool grey neutral	230 WORKSTATI ON	\$ 15.19	\$ 15.19
							
10	HMI	1	FV2A2.30FL	+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D Surface Finish CL +cool grey neutral	230 WORKSTATI ON	\$ 200.26	\$ 200.26
							
11	HMI	1	Y91171.CM	+Flo Sngle-Screen Monitor Arm Support,Surf Clamp Finish 0I +silver	230 WORKSTATI ON	\$ 215.28	\$ 215.28
							
12	HMI	1	FT175.1136M	+Rail Tile,Middle 11H 36W Surface Finish CL @cool grey neutral Horizontal Bead Finish G1 +graphite	230 WORKSTATI ON	\$ 80.91	\$ 80.91
							
13	HMI	1	FTS10.2466M S	+Rect Surf,sq-edge,24" d,66" w,thermally-fused lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz Top Finish LBB +oak on ash Edge Finish LBB +oak on ash	230 WORKSTATI ON	\$ 158.72	\$ 158.72
							
14	HMI	1	FTS10.3078MF	+Rect Surf,sq-edge,30" d,78" w,thermally-fused lam top/thermoplastic edge,Canvas frame att surf Top Finish LBB +oak on ash Edge Finish LBB +oak on ash	230 WORKSTATI ON	\$ 239.94	\$ 239.94
							

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
15	HMI	1	FT170.3036T	+Lower Tile, Tackable Fabric 30H 36W	230 WORKSTATI ON	\$ 67.58	\$ 67.58
				Horizontal Bead Finish	G1	+graphite	
				Surface Finish	2I	+grasscloth-Pr Cat 1	
				2I_Colors	08	+grasscloth taro	
16	HMI	4	FT180.4136T	+Tile,Full-Height,Tackable Fabric 41H 36W	230 WORKSTATI ON	\$ 84.01	\$ 336.04
				Horizontal Bead Finish	G1	+graphite	
				Fabric	2I	+grasscloth-Pr Cat 1	
				2I_Colors	08	+grasscloth taro	
17	HMI	1	LK20D.421	+Lat File,Bar Pull Freestd,Ptd Mtl Frnt, 2 Dwr Raised Hgt 42W	230 WORKSTATI ON	\$ 722.10	\$ 722.10
				Paint/Steel Type	XS	+textured paint on smooth steel	
				Surface Finish	CL	+cool grey neutral	
				Lock	KA	+keyed alike	
				Pull Finish	MS	+metallic silver	
				Counterweight	CB	+counterweight (recommended)	
				Drawer Interior	2R	+side-to-side filing rail	
18	HMI	1	LK10D.20BBF	+Ped Bar Pull,Freestd,Ptd Mtl Frnt, 20D B/B/F	230 WORKSTATI ON	\$ 329.68	\$ 329.68
				Slides	SB	+full-extension ball-bearing	
				Paint/Steel Type	XS	+textured paint on smooth steel	
				Surface Finish	CL	+cool grey neutral	
				Lock	KA	+keyed alike	
				Pull Finish	MS	+metallic silver	
				Base Height	2F	+raised height	
				Drawer Interior	2M	+drawer divider in box drawers, 2 file converters in file drawer	
19	HMI	2	1B2JK7-	+Lock Plug and Key,Chrome UM Series	230 WORKSTATI ON	\$ 0.00	\$ 0.00
				Key Number	250	+key number 250	

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell	
20	HMI	1	AER1B11PW	+Work Chair,New Aeron,B Size,Low-Hgt Range Adj,Std Tlt,Fixed Arms,Non-Uphst Armpads	230 WORKSTATI ON	\$ 860.44	\$ 860.44	
								
				Back Support Option SZS +basic back support				
				Frame Finish G1 +graphite				
				Chassis Finish G1 +graphite				
				Base Finish G1 +graphite				
				Casters/Glides BB +2 1/2" hard caster, black yoke, carpet only				
				Armpad Finish BK +black				
				8Z Pellicle 231 +8Z Pellicle-Pr Cat 1				
				231_Colors 03 +8Z Pellicle graphite				
21	HMI	1	DU6ECS.3048 72LE	@Renew 90 Deg Ext Cnr Tbl, C-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 48W L 72W R	230 WORKSTATI ON	\$ 2,375.67	\$ 2,375.67	
								
				Hidden Power Access NNP @no power access				
				Switch Option SUD @simple up down				
				Top Finish LBB @oak on ash				
				Edge Finish LBB @oak on ash				
				Leg/Foot Finish MS @metallic silver leg with metallic silver foot				
				Cord Cover/Cable Management PSC @simple cable				
				Power Access Cutout NNN @no cutout				
				Casters/Glides 57 @glides				
Subtotal: \$ 6,224.29								
22	HMI	1	FT110.5736F	+Frame,No Base, for use w/Archtrl Foot 57H 36W	ENGINEERIN G 231	\$ 87.11	\$ 87.11	
								
23	HMI	1	FT110.5748F	+Frame,No Base, for use w/Archtrl Foot 57H 48W	ENGINEERIN G 231	\$ 94.86	\$ 94.86	
								
24	HMI	3	FT121.246	+Conn 90,Universal,2way,90 deg-for 46H frames and lower	ENGINEERIN G 231	\$ 26.97	\$ 80.91	
								
25	HMI	2	FT128.46	+Connection Hardware, Frame-to-Frame 46H	ENGINEERIN G 231	\$ 11.47	\$ 22.94	

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
26	HMI	5	FT128.57	+Connection Hardware, Frame-to-Frame 57H	ENGINEERIN G 231	\$ 14.57	\$ 72.85
27	HMI	3	FT190.57	+Wall Start 57H	ENGINEERIN G 231	\$ 33.17	\$ 99.51
28	HMI	1	FT920.79	+Wall Start Filler 79H	ENGINEERIN G 231	\$ 77.81	\$ 77.81
29	HMI	4	FZ19D.	+Counterweight	ENGINEERIN G 231	\$ 88.35	\$ 353.40
30	HMI	3	FT110.4624N	+Frame,Base Covers, no knockouts 46H 24W	ENGINEERIN G 231	\$ 85.87	\$ 257.61
				Base Finish CL +cool grey neutral			
31	HMI	2	FT110.4636N	+Frame,Base Covers, no knockouts 46H 36W	ENGINEERIN G 231	\$ 95.17	\$ 190.34
				Base Finish CL +cool grey neutral			
32	HMI	1	FT110.5724J	+Frame,Base Covers, Pwr/Data knockouts 57H 24W	ENGINEERIN G 231	\$ 95.79	\$ 95.79
				Base Finish CL +cool grey neutral			
33	HMI	2	FT110.5736J	+Frame,Base Covers, Pwr/Data knockouts 57H 36W	ENGINEERIN G 231	\$ 106.02	\$ 212.04
				Base Finish CL +cool grey neutral			
34	HMI	4	FT110.5748J	+Frame,Base Covers, Pwr/Data knockouts 57H 48W	ENGINEERIN G 231	\$ 118.73	\$ 474.92

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
				Base Finish CL +cool grey neutral			
35	HMI	1	FT112.24AP	+Frame Top Cap,Standard Ptd 24W	ENGINEERIN G 231	\$ 13.64	\$ 13.64
				Surface Finish CL +cool grey neutral			
36	HMI	3	FT112.36AP	+Frame Top Cap,Standard Ptd 36W	ENGINEERIN G 231	\$ 16.12	\$ 48.36
				Surface Finish CL +cool grey neutral			
37	HMI	5	FT112.48AP	+Frame Top Cap,Standard Ptd 48W	ENGINEERIN G 231	\$ 19.53	\$ 97.65
				Surface Finish CL +cool grey neutral			
38	HMI	1	FT114.1124P5 A	+Frame Top Screen,Ptd Stndrd Top Cap,Opal Etched 1/4 thick, 11H 24W	ENGINEERIN G 231	\$ 152.52	\$ 152.52
				Top Cap Finish CL +cool grey neutral			
39	HMI	2	FT114.1160G5 A	@Frame Top Screen,Ptd Std Top Cap 2 Frm,Opal Etched 1/4 thick, 11H 60W	ENGINEERIN G 231	\$ 269.39	\$ 538.78
				Top Cap Finish CL +cool grey neutral			
40	HMI	2	FT116.A	+Freedtd Foot,structural ft	ENGINEERIN G 231	\$ 123.38	\$ 246.76
				Surface Finish CL +cool grey neutral			
41	HMI	1	FT116.B	+Freedtd Foot,non-structural inline ft	ENGINEERIN G 231	\$ 75.33	\$ 75.33
				Surface Finish CL +cool grey neutral			
42	HMI	3	FT123.246BP	+Conn Cover 90-Deg, 2 Sides Covered,Base Cover Ptd 46H	ENGINEERIN G 231	\$ 26.04	\$ 78.12
				Surface Finish CL +cool grey neutral			

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
43	HMI	3	FT123.311NP	+Conn Cover 90-Deg, 3 Sides Covered, No Base Ptd 11H Surface Finish CL +cool grey neutral	ENGINEERIN G 231	\$ 31.93	\$ 95.79
							
44	HMI	3	FT126.1AP	+Top Cap, Conn 90-Deg, Connects-1 Frame Top Caps Ptd Surface Finish CL +cool grey neutral	ENGINEERIN G 231	\$ 13.95	\$ 41.85
							
45	HMI	3	FT140.06	+Power Entry, External Direct Connect 6'long Wiring Type LZ +PVC-free	ENGINEERIN G 231	\$ 75.95	\$ 227.85
46	HMI	2	FT150.36	+Base Power Harness 36W Wiring Type LZ +PVC-free	ENGINEERIN G 231	\$ 60.14	\$ 120.28
47	HMI	4	FT150.48	+Base Power Harness 48W Wiring Type LZ +PVC-free	ENGINEERIN G 231	\$ 67.27	\$ 269.08
48	HMI	2	FT155.A	+15 Amp Receptacle 4 Circuit, Duplex, Circuit A 6/Pkg Finish CL +cool grey neutral	ENGINEERIN G 231	\$ 79.67	\$ 159.34
49	HMI	3	FT160.46BP	+Finished End, Base Cover Ptd 46H Surface Finish CL +cool grey neutral	ENGINEERIN G 231	\$ 27.28	\$ 81.84
							
50	HMI	3	FT160.57BP	+Finished End, Base Cover Ptd 57H Surface Finish CL +cool grey neutral	ENGINEERIN G 231	\$ 29.45	\$ 88.35
							



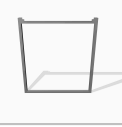



Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
51	HMI	1	FT163.36M	+Base Cover Retrofit Kit,36" w,no knockouts, for use w/ freestd ft	ENGINEERIN G 231	\$ 31.62	\$ 31.62
				Finish CL @cool grey neutral			
52	HMI	1	FT163.48M	+Base Cover Retrofit Kit,48" w,no knockouts, for use w/ freestd ft	ENGINEERIN G 231	\$ 35.03	\$ 35.03
				Finish CL @cool grey neutral			
53	HMI	2	FT290.30L	+Surface Cantilever, for 30"- deep surface,lft-hnd	ENGINEERIN G 231	\$ 18.29	\$ 36.58
				Finish CL +cool grey neutral			
54	HMI	1	FT2A1.30FL	+Open Support,Archtrl Foot,Frame-Att,Fxd Hght,Lft 30D	ENGINEERIN G 231	\$ 155.00	\$ 155.00
				Surface Finish CL @cool grey neutral			
55	HMI	2	FT2A1.30FR	+Open Support,Archtrl Foot,Frame-Att,Fxd Hght,Rt 30D	ENGINEERIN G 231	\$ 155.00	\$ 310.00
				Surface Finish CL @cool grey neutral			
56	HMI	1	FV2A2.24FR	+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 24D	ENGINEERIN G 231	\$ 190.96	\$ 190.96
				Surface Finish CL +cool grey neutral			
57	HMI	1	FV2A2.30FL	+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 30D	ENGINEERIN G 231	\$ 200.26	\$ 200.26
				Surface Finish CL +cool grey neutral			
58	HMI	3	Y91171.CM	+Flo Sngle-Screen Monitor Arm Support,Surf Clamp	ENGINEERIN G 231	\$ 215.28	\$ 645.84
				Finish OI +silver			

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
59	HMI	2	FT175.1136M	+Rail Tile,Middle 11H 36W	ENGINEERIN G 231	\$ 80.91	\$ 161.82
				Surface Finish CL @cool grey neutral Horizontal Bead Finish G1 +graphite			
60	HMI	1	FT175.1148M	+Rail Tile,Middle 11H 48W	ENGINEERIN G 231	\$ 97.03	\$ 97.03
				Surface Finish CL @cool grey neutral Horizontal Bead Finish G1 +graphite			
61	HMI	2	FTS10.2460M S	+Rect Surf,sq-edge,24" d,60" w,thermally-fused lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	ENGINEERIN G 231	\$ 141.67	\$ 283.34
				Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
62	HMI	2	FTS10.3036MF	+Rect Surf,sq-edge,30" d,36" w,thermally-fused lam top/thermoplastic edge,Canvas frame att surf	ENGINEERIN G 231	\$ 128.96	\$ 257.92
				Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
63	HMI	1	FTS10.3072M S	+Rect Surf,sq-edge,30" d,72" w,thermally-fused lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	ENGINEERIN G 231	\$ 203.98	\$ 203.98
				Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			
64	HMI	2	FT170.3036T	+Lower Tile, Tackable Fabric 30H 36W	ENGINEERIN G 231	\$ 67.58	\$ 135.16
				Horizontal Bead Finish G1 +graphite Surface Finish 2I +grasscloth-Pr Cat 1 2I_Colors 08 +grasscloth taro			
65	HMI	1	FT170.3048T	+Lower Tile, Tackable Fabric 30H 48W	ENGINEERIN G 231	\$ 75.64	\$ 75.64
				Horizontal Bead Finish G1 +graphite			

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
				Surface Finish	2I	+grasscloth-Pr Cat 1	
				2I_Colors	08	+grasscloth taro	
66	HMI	6	FT180.4124T	+Tile,Full-Height,Tackable Fabric 41H 24W	ENGINEERIN G 231	\$ 62.62	\$ 375.72
				Horizontal Bead Finish	G1	+graphite	
				Fabric	2I	+grasscloth-Pr Cat 1	
				2I_Colors	08	+grasscloth taro	
67	HMI	4	FT180.4136T	+Tile,Full-Height,Tackable Fabric 41H 36W	ENGINEERIN G 231	\$ 84.01	\$ 336.04
				Horizontal Bead Finish	G1	+graphite	
				Fabric	2I	+grasscloth-Pr Cat 1	
				2I_Colors	08	+grasscloth taro	
68	HMI	9	FT180.4148T	+Tile,Full-Height,Tackable Fabric 41H 48W	ENGINEERIN G 231	\$ 94.55	\$ 850.95
				Horizontal Bead Finish	G1	+graphite	
				Fabric	2I	+grasscloth-Pr Cat 1	
				2I_Colors	08	+grasscloth taro	
69	HMI	2	FT181.1124T	+Upper Tile, Tackable Fabric 11H 24W	ENGINEERIN G 231	\$ 32.55	\$ 65.10
				Horizontal Bead Finish	G1	+graphite	
				Surface Finish	2I	+grasscloth-Pr Cat 1	
				2I_Colors	08	+grasscloth taro	
70	HMI	6	FT181.1136T	+Upper Tile, Tackable Fabric 11H 36W	ENGINEERIN G 231	\$ 37.82	\$ 226.92
				Horizontal Bead Finish	G1	+graphite	
				Surface Finish	2I	+grasscloth-Pr Cat 1	
				2I_Colors	08	+grasscloth taro	
71	HMI	10	FT181.1148T	+Upper Tile, Tackable Fabric 11H 48W	ENGINEERIN G 231	\$ 43.71	\$ 437.10
				Horizontal Bead Finish	G1	+graphite	
				Surface Finish	2I	+grasscloth-Pr Cat 1	

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
				2I_Colors 08 +grasscloth taro			
72		1	SA677084	Renewâ,ç Fixed Table C-Leg	ENGINEERIN G 231	\$ 294.36	\$ 294.36
				Standard Product Reference:U1BC4L0A24C91 Modified Product Reference::U1BC4L0A24C Deviation::Fixed Height C-Leg - Finish Surface Type:A:rectangular Depth:24:24" deep Foot Type:C:(1) Fixed C-Leg with metal top plate creating an overall table hei Finish:CL:Cool Grey Neutral			
73	HMI	2	LK20D.301	+Lat File,Bar Pull Freestd,Ptd Mtl Frnt, 2 Dwr Raised Hgt 30W	ENGINEERIN G 231	\$ 624.49	\$ 1,248.98
				Paint/Steel Type XS +textured paint on smooth steel Surface Finish CL +cool grey neutral Lock KA +keyed alike Pull Finish MS +metallic silver Counterweight CB +counterweight (recommended) Drawer Interior 2R +side-to-side filing rail			
74	HMI	1	LK20D.421	+Lat File,Bar Pull Freestd,Ptd Mtl Frnt, 2 Dwr Raised Hgt 42W	ENGINEERIN G 231	\$ 722.10	\$ 722.10
				Paint/Steel Type XS +textured paint on smooth steel Surface Finish CL +cool grey neutral Lock KA +keyed alike Pull Finish MS +metallic silver Counterweight CB +counterweight (recommended) Drawer Interior 2R +side-to-side filing rail			
75	HMI	3	LK10D.20BBF	+Ped Bar Pull,Freestd,Ptd Mtl Frnt, 20D B/B/F	ENGINEERIN G 231	\$ 329.68	\$ 989.04
				Slides SB +full-extension ball-bearing Paint/Steel Type XS +textured paint on smooth steel Surface Finish CL +cool grey neutral Lock KA +keyed alike Pull Finish MS +metallic silver Base Height 2F +raised height Drawer Interior 2M +drawer divider in box drawers, 2 file converters in file drawer			

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
76	HMI	2	1B2JK7-	+Lock Plug and Key,Chrome UM Series	ENGINEERIN G 231	\$ 0.00	\$ 0.00
				Key Number 255 +key number 255			
77	HMI	2	1B2JK7-	+Lock Plug and Key,Chrome UM Series	ENGINEERIN G 231	\$ 0.00	\$ 0.00
				Key Number 256 +key number 256			
78	HMI	2	1B2JK7-	+Lock Plug and Key,Chrome UM Series	ENGINEERIN G 231	\$ 0.00	\$ 0.00
				Key Number 257 +key number 257			
79	HMI	3	AER1B11PW	+Work Chair,New Aeron,B Size,Low-Hgt Range Adj,Std Tlt,Fixed Arms,Non-Uphst Armpads	ENGINEERIN G 231	\$ 860.44	\$ 2,581.32
				Back Support Option SZS +basic back support			
				Frame Finish G1 +graphite			
				Chassis Finish G1 +graphite			
				Base Finish G1 +graphite			
				Casters/Glides BB +2 1/2" hard caster, black yoke, carpet only			
				Armpad Finish BK +black			
				8Z Pellicle 231 +8Z Pellicle-Pr Cat 1			
				231_Colors 03 +8Z Pellicle graphite			
80	HMI	1	DU6ECS.3048 72LE	@Renew 90 Deg Ext Cnr Tbl, C-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 48W L 72W R	ENGINEERIN G 231	\$ 2,375.67	\$ 2,375.67
				Hidden Power Access NNP @no power access			
				Switch Option SUD @simple up down			
				Top Finish LBB @oak on ash			
				Edge Finish LBB @oak on ash			
				Leg/Foot Finish MS @metallic silver leg with metallic silver foot			
				Cord Cover/Cable Management PSC @simple cable			
				Power Access Cutout NNN @no cutout			
				Casters/Glides 57 @glides			
81	HMI	2	DU6ECS.3060 48LE	@Renew 90 Deg Ext Cnr Tbl, C-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 60W L 48W R	ENGINEERIN G 231	\$ 2,330.13	\$ 4,660.26

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell	
				Hidden Power Access	NNP	@no power access		
				Switch Option	SUD	@simple up down		
				Top Finish	LBB	@oak on ash		
				Edge Finish	LBB	@oak on ash		
				Leg/Foot Finish	MS	@metallic silver leg with metallic silver foot		
				Cord Cover/Cable Management	PSC	@simple cable		
				Power Access Cutout	NNN	@no cutout		
				Casters/Glides	57	@glides		
82	HMI	1	DU7F.E30C	@Renew Table Base Kit - 3 Legs, Elec Std Range, 30D, C Foot Type	ENGINEERIN G 231	\$ 1,854.60	\$ 1,854.60	
								
				Hidden Power Access	NNP	@no power access		
				Switch Option	SUD	@simple up down		
				Leg/Foot Finish	MS	@metallic silver leg with metallic silver foot		
				Casters/Glides	57	@glides		
Subtotal: \$ 24,293.97								
83	HMI	1	FT110.5724F	+Frame,No Base, for use w/Archtrl Foot 57H 24W	INSPECTION S WORKSTATI	\$ 78.74	\$ 78.74	
								
84	HMG	2	FT110.5748F	+Frame,No Base, for use w/Archtrl Foot 57H 48W	INSPECTION S WORKSTATI	\$ 93.62	\$ 187.24	
								
85	HMI	3	FT116.A	+Freedtd Foot,structural ft	INSPECTION S WORKSTATI	\$ 123.38	\$ 370.14	
								
				Surface Finish	CL	+cool grey neutral		
86	HMI	1	FT116.B	+Freedtd Foot,non-structural inline ft	INSPECTION S WORKSTATI	\$ 75.33	\$ 75.33	
								
				Surface Finish	CL	+cool grey neutral		
87	HMI	3	FT160.57BP	+Finished End,Base Cover Ptd 57H	INSPECTION S WORKSTATI	\$ 29.45	\$ 88.35	
								
				Surface Finish	CL	+cool grey neutral		

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
88	HMI	1	FT163.24K	+Base Cover Retrofit Kit,24" w,power/data knockouts, for use w/ freestd ft	INSPECTION S WORKSTATI	\$ 29.14	\$ 29.14
				Finish CL @cool grey neutral			
89	HMI	2	FT163.48K	+Base Cover Retrofit Kit,48" w,power/data knockouts, for use w/ freestd ft	INSPECTION S WORKSTATI	\$ 35.03	\$ 70.06
				Finish CL @cool grey neutral			
90	HMI	1	FT170.3048T	+Lower Tile, Tackable Fabric 30H 48W	INSPECTION S WORKSTATI	\$ 75.64	\$ 75.64
				Horizontal Bead Finish G1 +graphite Surface Finish 2I +grasscloth-Pr Cat 1 2I_Colors 08 +grasscloth taro			
91	HMI	1	FT175.1148M	+Rail Tile,Middle 11H 48W	INSPECTION S WORKSTATI	\$ 97.03	\$ 97.03
				Surface Finish CL @cool grey neutral Horizontal Bead Finish G1 +graphite			
92	HMI	1	FT190.57	+Wall Start 57H	INSPECTION S WORKSTATI	\$ 33.17	\$ 33.17
93	HMI	2	FT920.79	+Wall Start Filler 79H	INSPECTION S WORKSTATI	\$ 77.81	\$ 155.62
94	HMI	1	FT190.46	+Wall Start 46H	INSPECTION S WORKSTATI	\$ 31.00	\$ 31.00
95	HMI	1	FTS10.2460LD	+Rect Surf,sq-edge,24" d,60" w,high-pressure lam top/thermoplastic edge,surf att bracket	INSPECTION S WORKSTATI	\$ 198.09	\$ 198.09
				Top Finish LBB +oak on ash Edge Finish LBB +oak on ash			

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
96	HMI	1	FV2A2.24FL	+Open Support Leg,Archtrl Foot,Fxd Hght,Lft 24D	INSPECTION S WORKSTATI	\$ 190.96	\$ 190.96
				Surface Finish CL +cool grey neutral			
97	HMI	1	LK20D.421	+Lat File,Bar Pull Freestd,Ptd Mtl Frnt, 2 Dwr Raised Hgt 42W	INSPECTION S WORKSTATI	\$ 722.10	\$ 722.10
				Paint/Steel Type XS +textured paint on smooth steel			
				Surface Finish CL +cool grey neutral			
				Lock KA +keyed alike			
				Pull Finish MS +metallic silver			
				Counterweight CB +counterweight (recommended)			
				Drawer Interior 2R +side-to-side filing rail			
98	HMI	1	1B2JK7-	+Lock Plug and Key,Chrome UM Series	INSPECTION S WORKSTATI	\$ 0.00	\$ 0.00
				Key Number 260 +key number 260			
99	HMI	1	Y91171.CM	+Flo Sngle-Screen Monitor Arm Support,Surf Clamp	INSPECTION S WORKSTATI	\$ 215.28	\$ 215.28
				Finish 0I +silver			
100	HMI	1	AER1B11PW	+Work Chair,New Aeron,B Size,Low-Hgt Range Adj,Std Tlt,Fixed Arms,Non-Uphst Armpads	INSPECTION S WORKSTATI	\$ 860.44	\$ 860.44
				Back Support Option SZS +basic back support			
				Frame Finish G1 +graphite			
				Chassis Finish G1 +graphite			
				Base Finish G1 +graphite			
				Casters/Glides BB +2 1/2" hard caster, black yoke, carpet only			
				Armpad Finish BK +black			
				8Z Pellicle 231 +8Z Pellicle-Pr Cat 1			
				231_Colors 03 +8Z Pellicle graphite			
101	HMI	1	DU6ACS.3084 LE	@Renew Rect Tbl, C-Foot,Sq-Edge,Lam Top/Thermo Edge,Elec Std Range, 30D 84W	INSPECTION S WORKSTATI	\$ 1,481.04	\$ 1,481.04
				Hidden Power Access NNP @no power access			
				Switch Option SUD @simple up down			

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
				Top Finish	CL	@cool grey neutral	
				Edge Finish	LBB	@oak on ash	
				Leg/Foot Finish	MS	@metallic silver leg with metallic silver foot	
				Cord Cover/Cable Management	PSC	@simple cable	
				Power Access Cutout	NNN	@no cutout	
				Casters/Glides	57	@glides	
						Subtotal:	\$ 4,959.37
102	HMI	1	DU6ACS.3084 ME	@Rectangle Table w/ C-Foot,sq-edge,30" d (29" surf size),84" w (82" surf size).thermally-fused lam	OFFICE 217	\$ 1,463.20	\$ 1,463.20
				Hidden Power Access	PLA	@leg access	
				Switch Option	SUD	@simple up down	
				Top Finish	LBB	@oak on ash	
				Edge Finish	LBB	@oak on ash	
				Leg/Foot Finish	MS	@metallic silver leg with metallic silver foot	
				Cord Cover/Cable Management	PSC	@simple cable	
				Power Access Cutout	NNN	@no cutout	
				Casters/Glides	57	@glides	
103		1	SA677084	Renewâ,ç Fixed Table C-Leg	OFFICE 217	\$ 276.52	\$ 276.52
				Standard Product Reference:U1BC4L0A24C91			
				Modified Product Reference::U1BC4L0A24C			
				Deviation::Fixed Height C-Leg - Finish			
				Surface Type:A:rectangular			
				Depth:24:24" deep			
				Foot Type:C:(1) Fixed C-Leg with metal top plate creating an overall table hei			
				Finish:CL:Cool Grey Neutral			
104	HMI	1	FT29B.2	+Surface Ganging Bracket,pair	OFFICE 217	\$ 17.69	\$ 17.69
105	HMI	1	FTS10.2472M S	+Rect Surf,sq-edge,24" d,72" w,thermally-fused lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	OFFICE 217	\$ 155.15	\$ 155.15
				Top Finish	LBB	+oak on ash	
				Edge Finish	LBB	+oak on ash	
106	HMI	1	FTS10.2478M S	+Rect Surf,sq-edge,24" d,78" w,thermally-fused lam top/thermoplastic edge,no brackets, for freestd or use w/ low crdnz	OFFICE 217	\$ 162.11	\$ 162.11

Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
				Top Finish LBB +oak on ash			
				Edge Finish LBB +oak on ash			
107	HMI	1	FV2A2.24FR	+Open Support Leg,Archtrl Foot,Fxd Hght,Rt 24D	OFFICE 217	\$ 178.64	\$ 178.64
				Surface Finish CL +cool grey neutral			
108	HMI	3	FV43P.WM153 OHL	@OH Stg Cabinet, Sliding Prtl Encl,wall mount,15" h,30" w,high-pressure lam case & dr,lock	OFFICE 217	\$ 529.54	\$ 1,588.62
				Lock Option KA @keyed alike			
				Case/Edge Finish CL +cool grey neutral			
				Door/Edge Finish LBB +oak on ash			
109	HMI	1	FV694.A12A72	+Screen,Translucent Plastic, 12" below WS, 72W	OFFICE 217	\$ 361.05	\$ 361.05
				Surface Finish J9 +opal frosted			
				Bracket Finish CL +cool grey neutral			
110	HMI	1	FV696.39	+Stiffener, 38 5/8W	OFFICE 217	\$ 28.71	\$ 28.71
111	HMI	3	FV930.WMC12 4A30R	@Tackable Fabric Back Pnl,wall mount,for use w/ Canvas 2-1/4" plinth base or 28.5"h worksurface at a 68"H datum.24"h to an between a low	OFFICE 217	\$ 146.74	\$ 440.22
				Fabric 2I +grasscloth-Pr Cat 1			
				2I_Colors 08 +grasscloth taro			
112	HMI	1	L2EW.36243F FHK	@Ext Width Surface-Attached Pedestal,36" w,24" d,base w/ fronts to floor,FF,high-pressure lam w/ thermo edge.har null	OFFICE 217	\$ 813.76	\$ 813.76
				Interior Drawer Material M +metal			
				Case/Front Finish LBB +oak on ash			
				Pull Finish MS +metallic silver			
				Counterweight CB +counterweight			
				Lock Option KA +keyed alike			

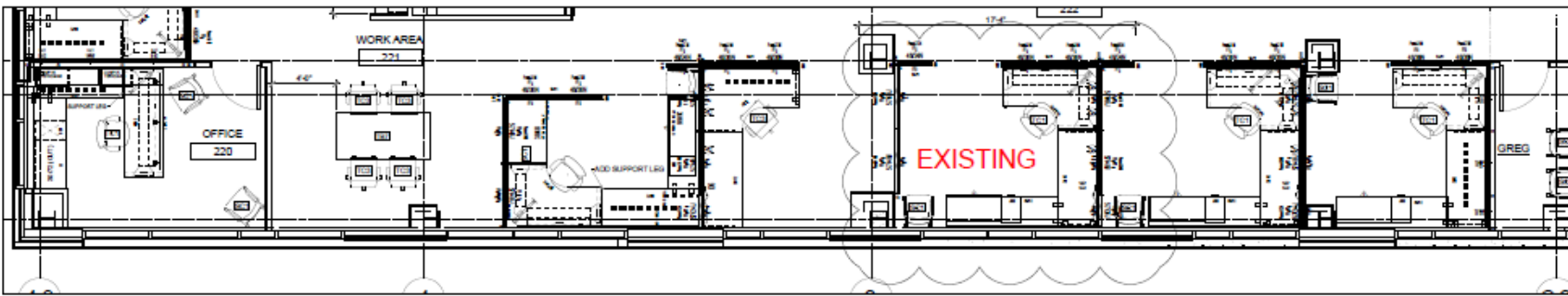
Ln#	Mfg	Qty	Product	Description	Tag	Sell	Ext. Sell
113	HMI	1	L2PS.15243BB FLK	@Surf-Att Pedestal, Base w/Fronts to Flr, Box/Box/File, Lam Case/Front, Bar Pull 15W 24D	OFFICE 217	\$ 600.70	\$ 600.70
				Interior Drawer Material M +metal			
				Case/Front Finish LBB +oak on ash			
				Pull Finish MS @metallic silver			
				Counterweight CB +counterweight			
				Lock Option KA +keyed alike			
114	HMI	5	1B2JK7-	+Lock Plug and Key,Chrome UM Series	OFFICE 217	\$ 0.00	\$ 0.00
				Key Number 234 +key number 234			
115	HMI	1	Y91171.CM	+Flo Sngle-Screen Monitor Arm Support,Surf Clamp	OFFICE 217	\$ 205.92	\$ 205.92
				Finish 0I +silver			
						Subtotal: \$ 6,292.29	
8.75% Sales Tax (EXEMPT)						\$ 0.00	\$ 0.00
Prevailing Wage Assembly and Installation						\$ 11,473.59	\$ 11,473.59
Grand Total:						\$ 53,243.51	

Ln# Mfg Qty Product	Description	Tag	Sell	Ext. Sell
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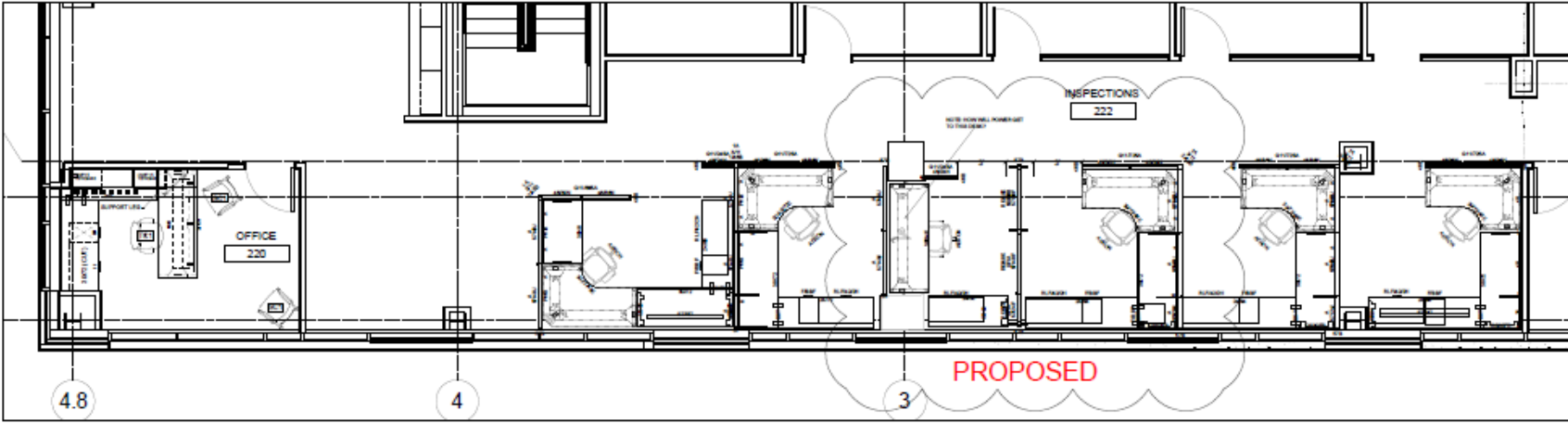
Terms & Conditions

1. **Pricing:** Prices quoted are valid for 30 days unless otherwise specified. Prices quoted may not include applicable sales tax. All orders are subject to approval by our credit department.
2. **Deposit:** A 50% deposit is requested prior to order entry.
3. **Installation:** Customer shall provide adequate facilities for off-loading, staging, moving, and handling of furniture. Unless otherwise noted on the proposal, elevator availability and use is assumed when product is to be installed anywhere besides the ground level. Stair carry will incur additional cost when not noted at time of quoting. Unless otherwise noted, delivery and installation will be made during normal business hours and based on non-prevailing wage labor. Additional costs will apply for overtime or additional work requested by the customer. Risk of loss transfers to the customer once the product is on site.
4. **Installation Delays:** If job site is not ready for furniture on the agreed scheduled installation date, additional charges may apply for extra handling and warehouse storage fees. Widmer will make every effort to minimize additional charges in the event of a delay. In the event of a delay, the merchandise will be considered accepted by the customer for purposes of payment. The customer may withhold the installation amount of the invoice against completion of delivery.
5. **Returns:** All product is made to order; therefore, all sales are final. All requests for changes in quantity or specification shall be in writing and if approved, additional charges may apply.
6. **Direct Shipping Product:** When the customer receives a direct shipment of product, it is the customer's responsibility to inspect the merchandise at time of receipt and file any freight claims within the manufacturer's required timeframe. While Widmer will assist as much as possible, Widmer cannot be held responsible for freight damage when product is shipping directly to the customer.
7. **Payment Terms:** Terms are net 15 days from date of invoice. A service charge of 2% per month will be added to all delinquent invoices. Customer shall not withhold payment in excess of the selling price of the specific merchandise that has not been delivered or is subject to repair and/or replacement.
8. **Payment Method:** Pricing is based on payment in cash, check or ACH. A 3% convenience fee will be added to invoice if a credit card (American Express, Visa or Mastercard) is used for purchases over \$2,500. Credit cards will be charged in full at time of order.

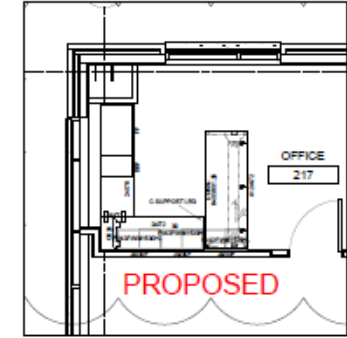
Approved By: _____ Date: _____ Purchase Order: _____



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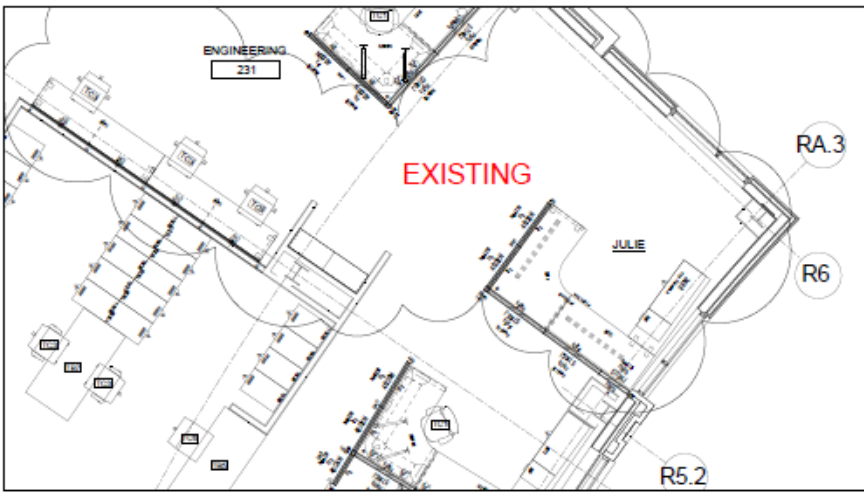


PROPOSED

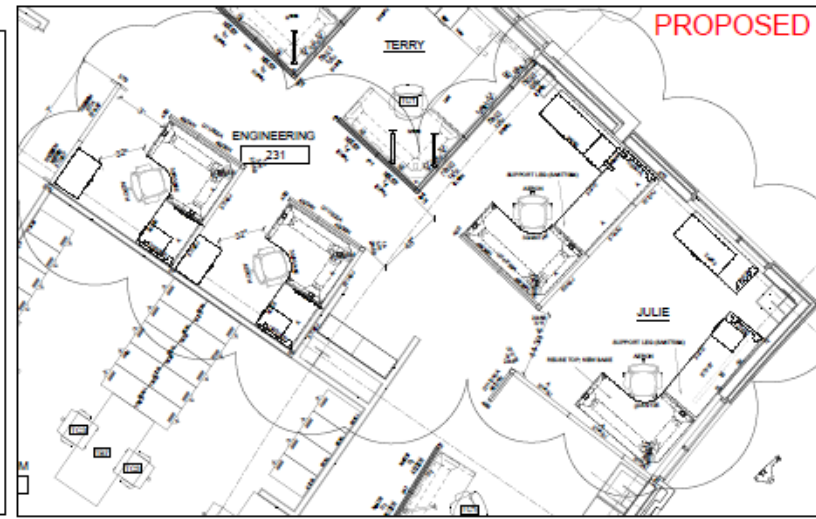


PROPOSED

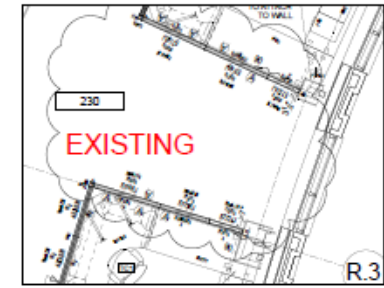
ENGINEERING



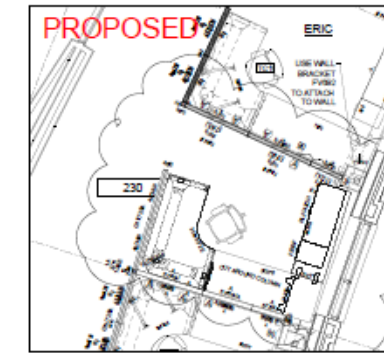
EXISTING



PROPOSED



EXISTING



PROPOSED

REVISIONS	DESIGNER	RES
2-13-24	DATE	4/2/2024
2-27-24	SCALE	1/4" = 1'-0"
3-5-24	PROJECT #	253207
4-2-24	DWG	253207 Town of Normal 2nd Fl. Engineering
	SHEET #	1/1
	ACCEPTED	
	CHECK BY:	

WIDMER INTERIORS
 2033 E. EMPIRE ST., SUITE A
 BLOOMINGTON, ILLINOIS
 309-654-7888
 WWW.WIDMERINTERIORS.COM

TOWN OF NORMAL
 ONE UPTOWN ON THE CIRCLE
 2ND FLOOR - INSPECTIONS AND WORK ROOM 226

PROJECT

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Town Council Action Report

April 15, 2024

Resolution to Waive the Formal Bidding Process and Accept Quote Totaling \$74,839.23 from Minuteman for the Purchase of Security Cameras, Genetec Licenses, Installation, and Integration Services; and \$100,650 from Cell Electric for Conduit Installation and Wiring for Security Cameras in All Three Uptown Parking Decks for a Combined Project Cost of \$175,489.23

Prepared By: Vasudha P. Gadhiraaju, Director of Innovation and Technology

Reviewed By: Mark Clinch, Director of Facilities Management

Ryan Otto, Director of Public Works

Pamela S. Reece, City Manager

Staff Recommendation: Approval

Attachments: Proposed Resolution, Quotes

Community Impact

Enhancing safety measures in Uptown, including the installation of state-of-the-art security cameras around Uptown Station and upgrading those within the Uptown Decks, plays a pivotal role in fortifying the security infrastructure of the area. By bolstering security, we not only safeguard the well-being of residents and visitors but also create a conducive environment for economic growth and development in Uptown.

Budget Impact

This project will be funded through partial use of a \$250,000 grant awarded to the Town of Normal by the Department of Commerce and Economic Opportunity (DCEO) for enhancing security measures in the Uptown Area.

Strategic Alignment



Background

The Town has maintained surveillance cameras within its parking decks for an extended period, primarily consisting of analog systems installed prior to 2015.

As part of an ongoing life cycle management of the Town's video camera infrastructure, an initiative commenced in 2021 to upgrade security measures by transitioning to IP-based cameras. This upgrade also involved consolidating disparate video management systems (VMS) into a unified platform, Genetec, renowned as an industry-leading VMS provider. This strategic move was imperative to enhance video quality, retention capabilities, and fortify against security vulnerabilities.

Throughout this process, Minuteman has emerged as a trusted partner, offering expertise in Genetec solutions, and seamlessly integrating IP-based cameras into the Town's existing infrastructure. Their commitment to providing competitive pricing and exceptional customer service has solidified their role as an indispensable ally in the Town's security infrastructure modernization efforts.

Similarly, Cell Electric has been a key partner in numerous electrical projects within Town facilities for several years. As a local vendor from Bloomington, their expertise has been invaluable. They recently collaborated with the Town on lighting upgrades throughout all the decks and partnered with both the Town and Minuteman to install License Plate Recognition (LPR) cameras in our decks. Their work consistently met or exceeded Town staff expectations, demonstrating their reliability and dedication to quality service.

Discussion

In late 2023, an opportunity arose for the Town to pursue grant funding from the Department of Commerce and Economic Opportunity (DCEO) for public safety and economic development initiatives. After thorough internal deliberations, it became apparent that investing in enhanced security measures would align perfectly with the grant's objectives.

Two key projects were identified as priorities for the grant application. Firstly, upgrading the existing camera infrastructure and expanding coverage in and around public parking decks, including Uptown, Beaufort, and College, was deemed essential to address existing gaps in surveillance. Secondly, the installation of security cameras in the new underpass and Uptown 2.0 area would bolster security, particularly in high-traffic zones. In both instances, the placement of cameras involves meticulous consideration to balance public safety needs with privacy concerns.

Town staff solicited quotes from Minuteman and Cell Electric for the first project. This entails replacing 13 old cameras, adding 15 new cameras to strategically expand coverage in and around public parking areas, and running conduits and cabling to integrate them with the existing VMS system. The estimated total cost for this project is \$175,489.23.

Staff recommends waiving the formal bidding process and awarding the contract to Minuteman for \$74,839.23 for cameras purchase, licenses, and integration services, and to Cell Electric for \$100,650 for conduit installation and wiring to the Town's data center for connectivity.

Keywords: Genetec, MinuteMan, Security, Cameras, Uptown, Parking Decks, Cell Electric

RESOLUTION NO. _____

RESOLUTION TO WAIVE THE FORMAL BIDDING PROCESS AND ACCEPT QUOTES TOTALING \$74,839.23 FROM MINUTEMAN FOR THE PURCHASE OF SECURITY CAMERAS, GENETEC LICENSES, INSTALLATION, AND INTEGRATION SERVICES, AND \$100,650 FROM CELL ELECTRIC FOR CONDUIT INSTALLATION AND WIRING FOR SECURITY CAMERAS IN ALL THREE UPTOWN PARKING DECKS FOR A COMBINED PROJECT COST OF \$175,489.23

WHEREAS, The Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs.

WHEREAS, The Town’s Uptown facilities utilize cameras as part of their security measures.

WHEREAS, The Town received an Illinois Department of Commerce and Economic Opportunity grant to enhance security measures in the Uptown area.

WHEREAS, The Town received quotes of \$74,839.23 and \$100,650.00, respectively, from Minuteman and Cell Electric to replace certain existing cameras located upon and within Town parking garages and add additional cameras where gaps in coverage exist.

WHEREAS, It is in the best interests of the health, safety and welfare of the citizens of Normal to waive the formal bidding process and enter into agreements with Minuteman and Cell Electric for the purchase, installation, and integration of new camera equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION 1. The formal bid process is waived and Town staff is authorized to enter into agreements with Minuteman and Cell Electric for the purchase, installation, and integration of new camera equipment. The agreements must conform with the quotes submitted by the entities.

ADOPTED this ____ day of _____, 2024.

APPROVED:

President of the Board of Trustees
Town of Normal, Illinois

ATTEST:

Town Clerk
(seal)



1004 East Oakland Avenue
Bloomington, Illinois 61701
Ph: 309-261-4148

To: The Town of Normal
Project: Security camera upgrades

Date: 4/9/2024

Proposal

Scope of work

Run conduit and pull wiring for security cameras. All camera wiring will be extended to existing data racks.

All cameras and head end equipment to be supplied by the Town of Normal.

All wiring in exposed areas will be in conduit, wiring above suspended ceilings will be installed free air. Existing conduit and camera wiring will be used as much as possible throughout the parking decks for the new cameras.

Uptown Station Cost \$60,000.00

College Ave Cost \$20,700.00

Beaufort Street Cost \$19,950.00

Proposal does not include any patching, dumpster fees, utility company fees, special allowance, bonding, liquidated damages, undiscovered conditions, or any other work not specifically defined and included in this scope. This pricing will be in place until further notice. Thirty-day (30) notice will be given of any rate changes. Payments by credit card will incur a 3.5% surcharge. Payments made after 45 days of invoice will incur 5% monthly interest charges.

All work should be performed between the hours of 7:00 a.m. and 3:30 p.m. Monday through Friday with no overtime or premium time included.

Signature

Date



We have prepared a quote for you

Town of Normal - Parking Garages CCTV Upgrades

Quote # 025683
Version 3

Prepared for:

Town of Normal

Vasudha P. Gadhiraju
vgadhiraju@normall.Gov

Scope of Work

Scope:

The Town of Normal has (3) parking garages with existing CCTV systems in each of these garages. The Town of Normal would like to have these existing IP cameras replaced/updated to new technology for better visibility within each garage.

Minuteman Security Technologies will remove the existing cameras and replace them with new cameras at the specified locations on our design map.. All of the existing cable will be re-used with no new cable being installed. Minuteman assumes that this existing cable is in proper working condition and does not need to be replaced or repaired. If any cable is found to be in non-working condition, additional fees will be quoted to replace the bad cable. Locations of these existing cameras are as follows:

In addition to the Parking Garage cameras Minuteman will also replace (4) existing cameras within the Amtrak lobby area. These cameras include replacing (3) ceiling mounted 4 camera quad multi sensor cameras, (1) wall mounted 180 degree panoramic camera and install(1) new vandal dome to cover vending machine area. Town of Normal to provide and install required Cat6e cable to the location of the new camera.

Minuteman will also provide and install (6) new cameras on the exterior as documented on provided exterior CCTV camera add design. Town of Normal Facilities Dept. to provide and install all required conduit and network cable to each new camera location. These cameras will all need to be routed back to the IDF closet as discussed during our site walk.

Quote includes a Tier 2 Service and Maintenance Agreement with an annual visit to provide a preventative system cleaning, adjustment etc. to ensure optimal system performance.

Uptown Parking Deck

- **Ground Level - 3 wall mounted fixed view dome cameras, 3 wall mounted dual view cameras**
- **Level 2 - 1 wall mounted dome camera**
- **Level 3 - No camera**
- **Rooftop - 1 wall mounted dome camera**
- **Exterior - 6 wall/corner mount cameras**
- **Interior Amtrak Lobby - 4 ceiling mount, 1 wall mount**

College Parking Deck

- **Ground Level - 4 wall mounted fixed view dome cameras, 2 dual view cameras**
- **Level 1 - 2 wall mounted fixed view dome camera, 1 dual view camera**

Beaufort Parking Deck

- **Ground Level - 2 wall mounted fixed view dome cameras, 2 dual view cameras**
- **Level 3 - 1 wall mounted fixed view dome camera**

Scope of Work

Minuteman assumes the following will be provided and/or installed by others:

- 110VAC as needed.
- POE/POE+ network switches and patch panels, unless otherwise specified.
- Conduit, conduit installation and back-boxes as needed.
- Coring/building penetrations.
- Rack/wall space will be made available as needed.
- Cable and cable installation.
- Painting and patching as needed.

Minuteman assumes:

- Assumes all work will be completed during normal business hours of Monday - Friday 7:00AM - 5:00PM.
- That there is not a requirement for prevailing wage and or union labor.

Customer Supplied Connections:

- A high-speed internet connection with a static IP address must be provided by the customer at the head-end location for remote access.
- A network connection must be provided at each specified location. An IP address may also be required.

Existing Devices:

- This proposal assumes that any & all existing conduit, wire, devices & hardware to be used are in satisfactory condition and meet minimum requirements.
- Replacement, repairs and or changes to equipment will require change order authorization by both the customer & Minuteman Security Technologies, Inc.

Payment Info:

- Payment Terms: [Net30].
- Progress payments per AIA form will be submitted.
- Final Payment due upon completion of project.



Recurring Services

Description	Recurring	Qty	Ext. Recurring
Upgrade manufacturers warranty to a MST Tier 2 Warranty with annual cleanings / adjustments.	\$7,500.00	1	\$7,500.00

Recurring Subtotal: **\$7,500.00**

Materials

Description	Price	Qty	Ext. Price
Head End Equipment & Software			
Cameras will transmit back to the existing Genetec head end software currently being used to populate the existing cameras.			
Field Devices			
Uptown Parking Deck			
Network vandal outdoor 2CH AI IR dome camera, (6MP X 2 sens	\$1,537.50	3	\$4,612.50
Corner Mount Adapter Accessory, use with SBP-300WMW1, White	\$59.25	1	\$59.25
Mount Bracket	\$37.47	2	\$74.94
Hanging mount for PNM-C7083RVD/7082RVD and PNM-C12083RVD/12	\$30.00	3	\$90.00
Wall Mount Accessory (white), Compatible with white hanging	\$59.25	3	\$177.75
Q-Series 5MP AI IR Mini Vandal Dome Camera 3.0mm Fixed Lens,	\$411.75	5	\$2,058.75
BACK BOX FOR DOME CAMERAS	\$36.75	5	\$183.75
Uptown Exterior Cameras			
4MP X 4, AI Multi Directional Camera	\$2,137.50	1	\$2,137.50
Corner Mount Adapter Accessory, use with SBP-300WMW1, White	\$59.25	1	\$59.25
Cap Adapter	\$56.25	1	\$56.25
Wall Mount Accessory (white), Compatible with white hanging	\$59.25	1	\$59.25
Network vandal outdoor 2CH AI IR dome camera, (6MP X 2 sens	\$1,537.50	4	\$6,150.00
Corner Mount Adapter Accessory, use with SBP-300WMW1, White	\$59.25	1	\$59.25
Hanging mount for PNM-C7083RVD/7082RVD and PNM-C12083RVD/12	\$30.00	1	\$30.00
Wall Mount Accessory (white), Compatible with white hanging	\$59.25	1	\$59.25



Materials

Description	Price	Qty	Ext. Price
Mount Bracket	\$44.96	3	\$134.88
Q-Series 5MP AI IR Mini Vandal Dome Camera 3.0mm Fixed Lens,	\$411.75	1	\$411.75
BACK BOX FOR DOME CAMERAS	\$36.75	1	\$36.75
Uptown Interior Amtrak Lobby Camera Replacements			
Network vandal outdoor Multi-sensor dome camera, panoramic	\$2,025.00	1	\$2,025.00
Cap Adapter	\$56.25	1	\$56.25
Wall Mount Accessory (white), Compatible with white hanging	\$59.25	1	\$59.25
Wisenet P series network vandal outdoor mini Multi-Direction	\$1,425.00	3	\$4,275.00
Q-Series 5MP AI IR Mini Vandal Dome Camera 3.0mm Fixed Lens,	\$411.75	1	\$411.75
BACK BOX FOR DOME CAMERAS	\$36.75	1	\$36.75
College Parking Deck			
Q-Series 5MP AI IR Mini Vandal Dome Camera 3.0mm Fixed Lens,	\$411.75	6	\$2,470.50
BACK BOX FOR DOME CAMERAS	\$36.75	6	\$220.50
Network vandal outdoor 2CH AI IR dome camera, (6MP X 2 sens	\$1,537.50	3	\$4,612.50
Hanging mount for PNM-C7083RVD/7082RVD and PNM-C12083RVD/12	\$30.00	3	\$90.00
Wall Mount Accessory (white), Compatible with white hanging	\$59.25	3	\$177.75
Mount Bracket	\$37.47	3	\$112.41
Beaufort Parking Deck			
Q-Series 5MP AI IR Mini Vandal Dome Camera 3.0mm Fixed Lens,	\$411.75	3	\$1,235.25
BACK BOX FOR DOME CAMERAS	\$36.75	3	\$110.25
Network vandal outdoor 2CH AI IR dome camera, (6MP X 2 sens	\$1,537.50	2	\$3,075.00
Misc Security Installation Materials	\$500.00	1	\$500.00
per Day Charge for Aerial Boom Lift Bucket Truck	\$300.00	8	\$2,400.00

Subtotal: \$38,319.23

8200 W. 185th St
 Tinley Park , IL 60487
<https://www.minutemanst.com>
 331-3013302



Labor

Description	Price	Qty	Ext. Price
Installation Services	\$19,840.00	1	\$19,840.00
Programming Services	\$3,200.00	1	\$3,200.00
Project Management Services	\$1,980.00	1	\$1,980.00
ONSITE VISIT TRAVEL EXPENSES - Travel expenses including tra	\$4,000.00	1	\$4,000.00
		Subtotal:	\$29,020.00

Sales Agreement T&C's

Standard

OPERATION: Customer shall be responsible for: (i) properly testing and setting the system on every closing and to properly turn off the system on each opening (if applicable); (ii) testing any detection device, or other electronic equipment designated in the Proposal prior to setting the System for closed periods; (iii) notifying Minuteman promptly if such equipment fails to respond to the test; and (iv) using and operating the System and the equipment properly and in accordance with proper operating procedures (if customer requires Minuteman Security Technologies). Whenever Minuteman employees or authorized representatives are sent to the Covered Premises in response to a service call or alarm signal caused by the Customer improperly following operating instructions or failing to close or properly secure a protected point, Customer agrees to pay an additional service charge at Minuteman's prevailing rate per occurrence.

DELAYS - INTERRUPTION OF SERVICE: Minuteman shall not be liable for any delays, however caused, or for interruptions of service caused by strikes, riots, floods, acts of God, loss of communication and or other signal transmission lines, or by any event beyond the control of Minuteman. Minuteman will not be required to furnish service to Customer while such interruption shall continue.

EXCLUSIONS: Services to be provided by Minuteman pursuant to this Agreement do not include:

- Repair of damage or increase in service time caused by failure to continually provide a suitable operating environment for the System as prescribed by Minuteman and/or the manufacturer of any equipment used in the System, including, but not limited to, the failure to provide, or the failure of, adequate and regulated electrical power, air conditioning or humidity control; or such special requirements as contained in the Proposal hereto.
- Repair of damage or increase in service time caused by use of the equipment for other than the ordinary use for which the equipment was designed or purpose for which it was intended.
- Repair of damage, replacement parts (due to other than normal wear) or repetitive service calls caused by the use of unauthorized supplies or equipment.
- Repair of damage or increase in service time caused by: accident, disaster, which shall include, but not be limited to, fire, flood, water, wind and lightning; transportation, neglect or misuse, alterations, which shall include, but not be limited to, any deviation from Minuteman's physical, mechanical or electrical machine design; attachments, which are defined as the mechanical, electrical or electronic interconnecting to non-Minuteman equipment and devices not supplied by Minuteman.
- Electrical work external to the equipment or accessories furnished by Minuteman.

ADDITIONAL CHARGES: Unless otherwise specified in the Proposal, service charges for the system are based upon coverage during "normal business hours of operation." Service performed outside this window, or as a result of the failure of the Customer to adhere to the requirements as specified by either the manufacturer or outside the scope of the Agreement, shall be chargeable at Minuteman's prevailing rates. Customer shall not tamper with, adjust, alter, move, remove, or otherwise interfere with equipment without Minuteman's specific permission, nor permit the same by other contractors. Any work performed by Minuteman to correct Customer's breach of the foregoing obligation shall be corrected and paid for by Customer at Minuteman's prevailing rates. Remedial maintenance due to Acts of God or events beyond the control of Minuteman shall be corrected by Minuteman and paid for by Customer in accordance with Minuteman's prevailing rates.

Minuteman shall have the right to increase or decrease the periodic service charge provided above at any time or times after the expiration of one year from the date service is operative under this Agreement, upon giving Customer written notice thirty (30) days in advance of the effective date of such increase or decrease.

LIQUIDATED DAMAGES - MINUTEMAN'S LIMITS OF LIABILITY: Customer understands that Minuteman is not an insurer; that Customer is responsible for obtaining insurance for such reasons or purposes, including theft and vandalism, and in such amounts, as Customer shall

Sales Agreement T&C's

determine. Customer further understands and agrees that the sums payable hereunder to Minuteman are based upon the value of services offered and equipment value provided and such sums are not related to the value of property belonging to Customer or to others located on the Covered Premises. Customer does not and shall not seek indemnity under this Agreement from Minuteman, and specifically waives any rights for indemnity for any damages or losses caused by hazards to customers, invitees, guests, or property of customer or third parties. Customer understands and agrees that the System and the services to be supplied hereunder are designed to detect security breaches, and that MINUTEMAN MAKES NO WARRANTY, EXPRESS OR IMPLIED, THAT THE SYSTEM OR THE SERVICES IT FURNISHES WILL AVERT OR PREVENT OCCURRENCES, OR THE CONSEQUENCES THEREFROM. Customer agrees that Minuteman shall not be liable to Customer, its employees, agents or guests, or to any third party, for any losses or damages, irrespective of origin, to person or property, whether directly or indirectly caused by performance or non-performance of obligations imposed upon Minuteman under this Agreement or by negligent acts or omissions of Minuteman, its agents or employees. In all events, it is further agreed that if Minuteman should become liable for any losses or damages for any reason having to do with this Agreement, Minuteman's total liability to Customer shall be limited \$250., which sum the Customer agrees is reasonable. The payment of this amount shall be Minuteman's sole and exclusive liability regardless of the amount of loss or damage incurred by the Customer.

INDEMNIFICATION: Each party shall indemnify and hold harmless the other, their trustees, officers, professional staff, employees and agents from and against any loss, damage, claim or liability, including reasonable attorneys' fees (collectively "liabilities"), arising out of the performance of this Agreement to the extent that such liabilities arise from the acts or omissions, negligence, gross or reckless misconduct, or intentional wrongdoing of the indemnifying party, its trustees, officers, professional staff, employees or agents.

WARRANTY: Minuteman Security Technologies, Inc. Full One Year Limited Warranty:

- **What is Covered:** This warranty covers any defects in materials or workmanship, including installation, with the exceptions stated below.
- **How Long Coverage Lasts:** This warranty runs for one year from the date your system was installed and accepted.
- **What Is Not Covered:** This warranty does not cover intentional or un-intentional misuse or of any of the system components or software. The warranty does not cover damage as a result of acts of god (lighting, floods, storms, etc...) or electric surge.
- **What Minuteman Will Do:** Minuteman will repair any part of the system that is proved to be defective in materials or workmanship. In the event repair is not possible on certain system components, Minuteman will replace said component with similar specification and price.
- **How To Get Service:** Contact our service department at your nearest service center. A service representative will review your system and take any necessary action to correct problems covered by this warranty.
- **How State Law Applies:** This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Turnkey Installation

THIS QUOTE INCLUDE: Only the items and quantities of devices listed on this quotation. The design is pending approval of authorities having jurisdiction where approval is required. Pre-installation rough-in followed by one site visit for final connection of head-end w/ training if needed and all required testing to be performed during the same visit. Acceptance and testing documentation (when applicable). For alarm systems with a key lock box, if shown on plans the least expensive lock box will be provided unless specified otherwise. Work is to be performed during the hours of 8:00 AM and 4:30 PM. We may choose to make a network connection in the building to facilitate commissioning and service remotely.

THIS QUOTE DOES NOT INCLUDE: Multiple site visits for phased projects unless it was specifically advised of the phasing schedule prior to providing this quote. Permits, licenses, sales tax, or shipping costs to the customer unless each is specifically listed. Third party approvals or third-party testing or inspections unless specifically listed. Return visits if other trades could not be coordinated to be present during our

Sales Agreement T&C's

original site visit. Labeling of devices, controls or any required signs unless specifically listed on the quote. Unforeseen existing conditions that were not brought to our attention prior to the quote.

IT IS THE CUSTOMER'S RESPONSIBILITY TO: Provide a revised equipment count if the quantities shown are incorrect. Provide a minimum of FIVE business days to schedule. Provide a clean and safe working environment that complies with all OSHA rules and standards. Provide a safe and secure, climate-controlled storage area for tools and the equipment being installed. Provide labeling and any required signs. Provide trash receptacles and pay for all trash removal unless trash removal is specifically listed. Cutting, patching, and painting of any areas affected by the installation unless each of these functions are specifically listed on the quote. If there is a custom annunciator/map or custom control panel, etc. then AutoCAD files must be provided to work from. To pay additional travel and labor costs for any additional unplanned site-visits.

Escalation Clause

TC-Escalation Clause

Due to recent market volatility and ongoing supply chain issues, Minuteman is incorporating the following clause into all proposals and maintenance contracts:

Through no fault of Minuteman, In the event of a delay in product availability or price increase of materials procured by any manufacture and/or distributor, the contract sum, time of completion, or contract requirements shall be adjusted by a change order in accordance with the procedures of the Contract Documents. A change in price of any item of material from our manufactures or distributors will be considered between the date of this contract and the date of installation. Issuance of a purchase order or signed proposal constitutes acceptance of this clause.



Town Council Action Report

April 15, 2024

An Ordinance Amending the Purchasing Policy Manual Concerning the Purchase of Software and Cloud-Based Services

Prepared By: Brian Day, Corporation Counsel

Reviewed By: Pamela S. Reece, City Manager

Vasudha P. Gadhiraaju, Director of Innovation and Technology

Staff Recommendation: Approval

Attachments: Proposed Ordinance

Community Impact

The authority to approve the renewal of existing technology contracts will promote consistency in Town operations and will avoid disruptions to Town systems and services.

Budget Impact

The proposed ordinance will not impact the 2024-25 Fiscal Year Budget.

Strategic Alignment



Background

The Town, primarily through the Innovation and Technology Department, is a party to various information-technology contracts. These contracts include various software licenses, software-as-a-service contracts, and similar contracts. The licenses and services are integrated into the Town's information-technology system.

When originally procured, these contracts are approved by council or by the city manager (where the costs fall below the \$25,000 threshold) under the Procurement Policy Manual. These contracts are generally for a set term with anticipated future renewals. In a number of cases, the annual price increases associated with the renewal of these contracts exceed the \$25,000 threshold that would trigger bidding requirements. Bidding the software and services that are already integrated into the Town's system would be disruptive and inefficient and unlikely to result in any cost savings to the Town.

For example, the Information & Technology department has used a specific software service as a key component in our security system, to monitor key servers, provide security alerts, and assist the department respond to security events. Since initially subscribing to this service in 2016, the annual fee has increased from \$19,999 to \$27,170 in 2024. It would not be cost effective or prudent to replace this cornerstone security service simply because the annual fee increased beyond the \$25,000 bid threshold.

Discussion

The proposed ordinance amends the Purchasing Policy Manual to allow the city manager to approve renewals of technology contracts where the renewal price does not exceed 10% of the price for the prior contract term. This authority would apply regardless of dollar limitations set forth elsewhere in the Manual. The authority is permissive only. Nothing would require the city manager to approve any renewal.

Keywords: Technology Contracts, Renewals, SaaS, Software, Purchasing, Purchasing Policy Manual

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE PURCHASING POLICY MANUAL CONCERNING THE PURCHASE OF SOFTWARE AND CLOUD-BASED SERVICES

WHEREAS, The Town of Normal is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs.

WHEREAS, The Town’s Purchasing Policy Manual governs the Town’s purchase of goods and services. That Manual generally requires a bidding process where costs exceed \$25,000.

WHEREAS, The Town has entered into contracts concerning software licenses, software-as-a-service contracts, and similar contracts, and those licenses and services are integrated into the Town’s information-technology system. Because of the individual nature of these contracts and the integration into the Town’s existing system, the renewal of these contracts is ill suited to the Town’s standard bidding process.

WHEREAS, It is in the best interest of the community to allow for the efficient and effective procurement for the renewal of the information-technology contracts.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES FOR THE TOWN OF NORMAL, ILLINOIS:

SECTION 1. The Purchasing Policy Manual is amended by adding Article 6 as set forth in Exhibit 1.

SECTION 2. The Town Clerk is directed and authorized to publish this ordinance in pamphlet form as provided by law.

SECTION 3. This ordinance takes effect 10 days after the date of its publication.

SECTION 4. This ordinance is adopted pursuant to Home Rule Authority granted the Town of Normal by Article 7, Section 6, of the Illinois Constitution, 1970.

APPROVED:

President of the Board of Trustees
Town of Normal, Illinois

ATTEST:

Town Clerk
(seal)

This ordinance was voted upon and passed by the President and Board of Trustees of the Town of Normal on _____, 2024, with _____ voting aye; _____ abstaining; _____ voting nay; and _____ absent.

	AYE	NAY	OTHER		AYE	NAY	OTHER
Councilman McCarthy				Councilwoman Smith			
Councilman Preston				Councilman Byars			
Councilwoman Lorenz				Mayor Koos			
Councilwoman Harris							

This ordinance was approved by the President on _____, 2024.

This ordinance was published in pamphlet form on _____, 2024.

Exhibit 1

6. Software Licenses and Cloud-Based Services and Products**6-1. Professional Service Contracts Generally.**

(a) “Renewal Contract” means a contract for the renewal of any software license, software as a service agreement, or similar contract to which the Town is a party and that does not substantially change the terms of the contract being renewed.

(b) Due to the individualized nature of the services, Renewal Contracts are ill suited to competitive bidding, and alternative procurement processes are necessary.

6-2. Renewal Contracts.

(a) Notwithstanding any other provisions of this Manual, the City Manager may approve a Renewal Contract if the contract price for each renewal term does not exceed 10% of the contract price of the prior term.

(b) The Dollar Limits under Article 3 and Article 4 will not apply to Renewal Contracts.

(c) Nothing in this Article 6 will be construed to require the City Manager to approve any Renewal Contract. The City Manager may require bids, proposals, quotes, or any similar process that he or she determines to be in the best interest of the Town.