

**CITY OF
BLOOMINGTON
CITY COUNCIL -
REGULAR SESSION
MEETING
DECEMBER 9, 2024**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

This portion of the meeting recognizes individuals, groups, or institutions publicly, as well as those receiving a proclamation, or declaring a day or event.

PUBLIC HEARING

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

PUBLIC COMMENT

Each City Council meeting shall have a public comment period not to exceed 30 minutes. Every speaker is allotted up to 3 minutes to speak. Individuals wishing to email public comment or speak remotely must email comments and/or register online at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person must register up to 5 minutes before the start of the meeting. Speakers will be selected at random. Public comment is a time to provide feedback. City Council does not respond to public comment. Speakers who engage in threatening or disorderly behavior will have their time ceased.

CONSENT AGENDA

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

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

REGULAR AGENDA

All items that provide the Council an opportunity to receive a presentation, ask questions of City Staff, seek additional information, or deliberate prior to making a decision will be placed on the Regular Agenda.

MAYOR AND COUNCIL MEMBERS

Mayor - Mboka Mwilambwe

City Council Members

Ward 1 - Jenna Kearns
Ward 2 - Donna Boelen
Ward 3 - Sheila Montney
Ward 4 - John Danenberger
Ward 5 - Nick Becker
Ward 6 - Cody Hendricks
Ward 7 - Mollie Ward
Ward 8 - Kent Lee
Ward 9 - Tom Crumpler

City Manager - Jeff Jurgens

Sr. Deputy City Manager - Billy Tyus

Deputy City Manager - Sue McLaughlin

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered, Results-Driven, Inclusive

STRATEGIC PLAN GOALS

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



**CITY COUNCIL - REGULAR SESSION MEETING AGENDA
GOVERNMENT CENTER BOARDROOM, 4TH FLOOR, ROOM #400
115 E. WASHINGTON STREET, BLOOMINGTON, IL 61701
MONDAY, DECEMBER 9, 2024, 6:00 PM**

- 1. Call to Order**
- 2. Pledge of Allegiance to the Flag**
- 3. Remain Standing for a Moment of Silent Prayer and/or Reflection**
- 4. Roll Call**
- 5. Recognition/Appointments**
 - A. Recognition of Board & Commission Reappointment, as requested by the Administration Department. *(Recommended Motion: None; Recognition only.)*

6. Public Comment

Individuals wishing to provide emailed public comment must email comments to publiccomment@cityblm.org at least 15 minutes before the start of the meeting. Individuals wishing to speak in-person or remotely may register at www.cityblm.org/register at least 5 minutes before the start of the meeting for in-person public comment and at least 15 minutes before the start of the meeting for remote public comment.

7. Consent Agenda

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

- A. Consideration and Action to Approve the Minutes of the November 12, 2024, Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and Action to Approve the Minutes of the November 18, 2024, Special City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- C. Consideration and Action on Approving Bills and Payroll in the Amount of \$14,525,473.92, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- D. Consideration and Action on Approving Appointments to Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed appointments be approved.)*
- E. Consideration and Action on a Resolution Approving the Purchase of an E-One Custom 100-Foot Rear Mount Platform Fire Truck from Banner Fire Equipment, Inc.,

in the Amount of \$1,766,140, as requested by the Fire Department. (*Recommended Motion: The proposed Resolution be approved.*)

- F. Consideration and Action on a Resolution Approving an Amendment to the Contract with Tyler Technologies for the Procurement of Mobile Site Licensing, Electronic Crash Reporting, and Fire Prevention Mobile to the Enterprise Public Safety Suite, in the Amount of \$213,411, as requested by the Police Department and the Fire Department. (*Recommended Motion: That the proposed Resolution be approved.*)
- G. Consideration and Action on a Resolution Approving a Contract Amendment to Extend the Terms of Two Intergovernmental Agreements with McLean County for Animal Control Removal and Shelter Services, through March 31, 2025, in the Amount of \$39,330, as requested by the Legal Department and the Administration Department. (*Recommended Motion: The proposed Resolution be approved.*)
- H. Consideration and Action on (1) a Resolution Approving an Agreement with P.J. Hoerr, Inc., for Police Department Security Improvements, in an Amount Not to Exceed \$413,819; and (2) a Resolution Approving the Purchase of Mini Personal Computers and Monitors for the Police Department Security Upgrades, in an Amount Not to Exceed \$30,000, as requested by the Department of Operations & Engineering Services and the Police Department. (*Recommended Motion: The proposed Resolutions be approved.*)
- I. Consideration and Action on a Resolution Approving an Amendment to Resolution No. 2024 - 064 Approving an Intergovernmental Agreement Between the City of Bloomington, the Town of Normal, and the County of McLean, IL for the 2024 Byrne Justice Assistance Grant Program Award (Grant #13686637), as requested by the Police Department. (*Recommended Motion: The proposed Resolution be approved.*)
- J. Consideration and Action on an Ordinance Approving an Agreement with Sprint Communications Company L.P. for the Continued Maintenance and Use of a Fiber Optic Cable System Established Under and Over Certain Public Rights of Way in the City of Bloomington, Illinois, as requested by the Department of Operations & Engineering Services and the Legal Department. (*Recommended Motion: The proposed Ordinance be approved.*)
- K. Consideration and Action on a Resolution Ratifying and Approving an Intergovernmental Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for the Exchange of Infrastructure Assets, as requested by the Department of Operations & Engineering Services. (*Recommended Motion: The proposed Resolution be approved.*)
- L. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 35, Section 75 Pertaining to the Composition of the Public Safety and Community Relations Board (PSCRB), as requested by the Public Safety & Community Relations Commission. (*Recommended Motion: The proposed Ordinance be approved.*)
- M. Consideration and Action on an Application from Chi Family Express, LLC, located at 3907 G.E. Rd., Unit 6, a Change in Classification from a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License to a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City

Clerk Department. *(Recommended Motion: The proposed Application be approved.)*

- N. Consideration and Action on an Application from American Drug Stores, LLC, d/b/a Osco Drug Store #3775, located at 2103 N. Veteran's Parkway, Unit #334, Requesting Approval of Change in Parent Company for their Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*
- O. Consideration and Action on an Application from American Drug Stores, LLC, d/b/a Osco Drug Store #0116, located at 2201 E. Oakland Ave., Requesting Approval of Change in Parent Company for their Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. *(Recommended Motion: The proposed Application be approved.)*
- P. Consideration and Action on a Resolution Approving a Contract with Zigler Signs Inc. for the Bloomington Arena Ribbon Board Display Replacement (Bid #2025-13), in the Amount of \$551,118.90, as requested by the Arts & Entertainment Department. *(Recommended Motion: The proposed Resolution be approved.)*

8. Regular Agenda

- A. Consideration and Action on an Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2024, and Ending April 30, 2025, in the Amount of \$22,320,384, as requested by the Finance Department. *(Recommended Motion: The proposed Ordinance be approved.)* *(Presentation by Jeff Jurgens, City Manager; and Scott Rathbun, Finance Director, 5 minutes; and City Council Discussion, 10 minutes.)*
- B. Consideration and Action on Two Resolutions Abating Property Taxes Totaling Approximately \$5,247,224.57, including (1) a Resolution Approving the Abatement of All or a Portion of the Taxes Heretofore Levied to Pay Debt Service on Certain Obligation Bonds of the City of Bloomington, McLean County, Illinois; and (2) a Resolution Approving the Abatement of the Tax Levy for Rent Payable Under Lease Agreement Between the Public Building Commission, McLean County, and the City of Bloomington, as requested by the Finance Department. *(Recommended Motion: The proposed Resolutions be approved.)* *(Presentation by Scott Rathbun, Finance Director, 5 minutes; and City Council Discussion, 5 minutes.)*
- C. Consideration and Action on an Ordinance Levying Taxes for the City of Bloomington - Bloomington Public Library, McLean County, Illinois for the Fiscal Year Beginning May 1, 2024, and Ending April 30, 2025, for the City of Bloomington, in the Amount of \$6,827,275, as requested by the Bloomington Public Library. *(Recommended Motion: The proposed Ordinance be approved.)* *(Presentation by Jeff Jurgens, City Manager; Scott Rathbun, Finance Director; and Jeanne Hamilton, Library Director, 5 minutes; and City Council Discussion, 10 minutes.)*
- D. Consideration and Action on a Resolution Approving the Authorization to Waive the Formal Bidding Requirements and to Approve an Amendment to Extend the Agreement with Iverson Consulting Group (ICG) through December 20, 2025, as requested by the Administration Department. *(Recommended Motion: The proposed Resolution be approved.)* *(Presentation by Jeff Jurgens, City Manager; and Josh Hansen, Compensation and Benefits Manager, 20 minutes; and City Council*

Discussion, 15 minutes.)

- 9. City Manager's Discussion**
- 10. Mayor's Discussion**
- 11. Council Member's Discussion**
- 12. Executive Session**
- 13. Adjournment**

Individuals with disabilities planning to attend the meeting who require reasonable accommodations to observe and/or participate, or who have questions about the accessibility of the meeting, should contact the City's ADA Coordinator at 309-434-2468 mhurt@cityblm.org.



RECOGNITION/APPOINTMENTS ITEM NO. 5.A.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Board & Commission Reappointment , as requested by the Administration Department.

RECOMMENDED MOTION: None; Recognition only.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The included reappointment is representative of City Council's approvals from the November 25, 2024, Council meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 1B Recognition of Reappointments from 112524 Council](#)



Reappointment

McLean County Regional Planning Commission:

• **Katie Ruder**



CONSENT AGENDA ITEM NO. 7.A.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the November 12, 2024, Regular City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the Deputy City Clerk. In compliance with the Open Meetings Act, minutes must be approved 30 days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, minutes are available for public inspection and posted to the City's website within 10 days after approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 1B Minutes](#)



MINUTES
CITY COUNCIL - REGULAR SESSION
MONDAY, NOVEMBER 12, 2024, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Absent
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present
Cody Hendricks	Council Member, Ward 6	Absent
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Recognition/Appointments

Item 5.A. Recognition of Board & Commission Appointments, as requested by the Administration Department.

Mayor Mwilambwe recognized the following: Tim Brock and Orman Jones, Bloomington Housing Authority; Ashlee Sang, Library Board of Trustees; and John Poling and Matt Steinkoenig, Zoning Board of Appeals.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. Peggy Keylin, Alex Girard, Kathryn Gossard, and Noah Tang emailed public comment. Marty Seigel, Dawn Dannenbring (handout provided) and Mike Kerber spoke in person.

Consent Agenda

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

Council Member Boelen made a motion, seconded by Council Member Becker, to approve the Consent Agenda with the exception of Item 8.H.

Item 8.A. Consideration and Action to Approve the Minutes of the October 14, 2024, Regular City Council Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and Action on Approving Bills and Payroll in the Amount of \$8,626,170.19, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and Action on a Resolution Approving the John M. Scott Health Care Trust Fiscal Year 2024 Annual Trust Report, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 069

**A RESOLUTION APPROVING THE JOHN M. SCOTT HEALTH CARE TRUST
FISCAL YEAR 2024 ANNUAL TRUST REPORT**

Item 8.D. Consideration and Action on a Supplemental Resolution for Improvement Under the Illinois Highway Code, for Motor Fuel Tax (MFT) Funds to be used for the purchase of Right-Of-Way and Easements for the Fox Creek Road & Bridge Project, in the Amount Not to Exceed \$85,169, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Supplemental Resolution be approved.)

RESOLUTION NO. 2024 – 070

**A SUPPLEMENTAL RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS
HIGHWAY CODE, FOR MOTOR FUEL TAX (MFT) FUNDS TO BE USED FOR THE
PURCHASE OF RIGHT-OF-WAY AND EASEMENTS FOR THE FOX CREEK ROAD &
BRIDGE PROJECT, IN THE AMOUNT NOT TO EXCEED \$85,169**

Item 8.E. Consideration and Action on (1) a Supplemental Resolution for Improvement Under the Illinois Highway Code, in the Amount Not to Exceed \$109,933; (2) a Resolution Approving the Preliminary/Construction Engineering Services Agreement Supplement for Motor Fuel Tax (MFT) Funds, with Alfred Benesch & Company, in the Amount Not to Exceed \$109,933, as requested by the Department of Operations & Engineering Services. (Recommended Motion: The proposed Resolutions be approved.)

RESOLUTION NO. 2024 – 071

**A SUPPLEMENTAL RESOLUTION FOR IMPROVEMENT UNDER THE ILLINOIS HIGHWAY
CODE, IN THE AMOUNT NOT TO EXCEED \$109,933**

RESOLUTION NO. 2024 – 072

**A RESOLUTION APPROVING THE PRELIMINARY/CONSTRUCTION ENGINEERING
SERVICES AGREEMENT SUPPLEMENT FOR MOTOR FUEL TAX (MFT) FUNDS, WITH
ALFRED BENESCH & COMPANY, IN THE AMOUNT NOT TO EXCEED \$109,933**

Item 8.F. Consideration and Action on a Resolution to Approve a Contract with Century Industries for the Replacement of a Mobile Stage, in the Amount of \$138,108, as requested by the Parks & Recreation Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 073

**A RESOLUTION TO APPROVE A CONTRACT WITH CENTURY INDUSTRIES FOR THE
REPLACEMENT OF A MOBILE STAGE, IN THE AMOUNT OF \$138,108**

Item 8.G. Consideration and Action on a Resolution Approving a Purchase Order with Dell, Inc., for the Microsoft Enterprise Software Annual Renewal for Software Maintenance and Support Covering the City's Microsoft Licensing, in the Amount of \$317,870.80, as requested by the Information Technology Department. (Recommended Motion: The proposed Resolution be approved.)

RESOLUTION NO. 2024 – 074

**A RESOLUTION APPROVING A PURCHASE ORDER WITH DELL, INC., FOR THE
MICROSOFT ENTERPRISE SOFTWARE ANNUAL RENEWAL FOR SOFTWARE
MAINTENANCE AND SUPPORT COVERING THE CITY'S MICROSOFT LICENSING, IN
THE AMOUNT OF \$317,870.80**

Item 8.H. was pulled from the Consent Agenda by Council Member Kearns.

Item 8.I. Consideration and Action on an Application from Kobe Revolving Sushi Bar, LLC, located at 1500 E. Empire St., Suite A1, Requesting Approval of the Creation of a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 8.J. Consideration and Action on an Application from Rice N Spice Indian Grill, Inc., located at 110 W. Washington St., 1st Floor, Requesting Approval of the Creation of a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Item 8.K. Consideration and Action on an Application from Jay Sathimaa Two, LLC, d/b/a Bloomington Shell, located at 2401 E. Oakland Ave., Requesting Approval of a Change in Classification from a Class GPBS (Gas Station Grocery Convenience Store, Beer & Wine Only, and Sunday Sales) Liquor License to a Class GPAS (Gas Station Grocery Convenience Store, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department. (Recommended Motion: The proposed Application be approved.)

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Kearns, Danenberger, Becker, Ward, Lee, Crumpler

Motion carried.

Items Pulled from the Consent Agenda

The following Item was pulled from the Consent Agenda by Council Member Kearns:

Item 8.H. Consideration and Action on an Ordinance Amending the Bloomington City Code Chapter 28, Section 194 to Clarify the Definition of "Loud and Raucous Noise" and the General Prohibition of Such Loud and Raucous Noise Emanating from Public and Private Locations, as requested by the Legal Department and the Administration Department.

Council Member Kearns explained that she pulled the Item to further discuss the reasoning for the Item and past responses to recent community events, such as pop-up parties and Town of Normal ordinance changes. City Manager Jurgens explained that the ordinance was not related to the pop-up parties but was in response to complaints from Downtown businesses and residents. He stated the ordinance expanded the current noise ordinance to include private property as well as public property.

Corporation Counsel Chris Spanos explained the ordinance amendment clarified language surrounding noise over 70 decibels on public or private property that does not have a permit.

Council Member Ward asked about the exceptions for outdoor concerts and gatherings with permits. City Manager Jurgens stated that outdoor events are scheduled at reasonable times to accommodate the public and reiterated that the ordinance expanded the definition to include public property.

Council Member Kearns made a motion, seconded by Council Member Danenberger, to approve the Item as presented.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Kearns, Danenberger, Becker, Ward, Lee, Crumpler

Motion carried.

ORDINANCE NO. 2024 – 083

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE CHAPTER 28, SECTION 194 TO CLARIFY THE DEFINITION OF “LOUD AND RAUCOUS NOISE” AND THE GENERAL PROHIBITION OF SUCH LOUD AND RAUCOUS NOISE EMANATING FROM PUBLIC AND PRIVATE LOCATIONS

Regular Agenda

The following Item was presented:

Item 9.A. Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 2, Section 2-345 to Eliminate the Economic & Community Development Department and Create the Development Services Department, and Adding Section 2.345.2 Creating the Department of Community Impact and Enhancement, as requested by the Administration Department.

City Manager Jurgens expressed his excitement for the changes, briefly noted the positive impact on community economic development, and thanked Sr. Deputy City Manager (Sr. DCM) Tyus for his work leading the reorganization. Sr. DCM Tyus echoed excitement for the changes. He stated the goal was to restructure by creating two departments to allow intentional attention to economic development and neighborhood vitality. He explained the Department of Community Impact and Enhancement would focus on improving existing housing stock, grants, and neighborhood and Downtown improvements (CI&E). He then explained the Development Services Department (DSD) would focus on all things related to building and economic development, such as planning, zoning, permitting, inspections, building safety, and plan review. He shared that DSD would provide a one-stop location for developers and builders, an in-house advocate for builders, and a focus on customer service. He concluded by noting the structure and leadership of both departments.

Council Member Ward congratulated staff and expressed her support.

Council Member Ward made a motion, seconded by Council Member Becker, to approve the Item as presented.

Council Member Boelen expressed her support and suggested updates to the website to provide concise definitions and processes to be more accessible and easily understood. Sr. DCM Tyus noted the branding campaign that would simplify the process and provide information to builders/developers.

Council Member Kearns asked for clarification on outreach to community members and smaller builders. Sr. DCM Tyus explained the importance of housing rehabilitation and discussed the conversations surrounding outreach efforts that would be made throughout the community.

Mayor Mwilambwe and Sr. DCM Tyus discussed how the changes would not change the boards, commissions, and zoning but would improve the processes and enable more community input.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Kearns, Danenberger, Becker, Ward, Lee, Crumpler

Motion carried.

ORDINANCE NO. 2024 – 084

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 2, SECTION 2-345 TO ELIMINATE THE ECONOMIC & COMMUNITY DEVELOPMENT DEPARTMENT AND CREATE THE DEVELOPMENT SERVICES DEPARTMENT, AND ADDING SECTION 2.345.2 CREATING THE DEPARTMENT OF COMMUNITY IMPACT AND ENHANCEMENT

The following Item was presented:

Item 9.B. Consideration and Action on a Resolution of the City of Bloomington in Support of State Action to Protect the Mahomet Aquifer, as requested by City Council.

Council Member Danenberger thanked the Mayor, City Manager Jurgens, and staff for their assistance with the Item. He shared that other municipalities passed similar resolutions, explaining that the resolution aimed to protect residents' drinking water, property values, land rights, and tax from harmful projects. He described the environmental impact of CO² pumped underground and the importance of protecting the Mahomet Aquifer.

Council Member Danenberger made a motion, seconded by Council Member Ward, to approve the Item as presented.

Council Member Boelen shared her support of the resolution and shared that developers should be incentivized to plant trees in efforts to sequester CO².

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Kearns, Danenberger, Becker, Ward, Lee, Crumpler

Motion carried.

RESOLUTION NO. 2024 – 075

A RESOLUTION OF THE CITY OF BLOOMINGTON IN SUPPORT OF STATE ACTION TO PROTECT THE MAHOMET AQUIFER

Council Member Danenberger expressed his appreciation to Ward 4 residents for their work towards the resolution.

City Manager's Discussion

City Manager Jeff Jurgens highlighted the 2024 State of the Water Industry Report stated watershed and source water protection as the top concern of the sector and expressed gratitude to Ed Andrews, Water Director, and staff for their work. He shared updates regarding the customer service improvements at the Grossinger Motors Arena. He highlighted the weekend events including the Bloomington Bison game, Postmodern Jukebox event, and Loverboy concert. He provided an update on leaf collection efforts and noted where residents could find resources and updates. He then discussed the Bloomington Community Police Academy.

Mayor's Discussion

Mayor Mwilambwe thanked Police Chief Jamal Simington and staff for hosting the Bloomington Community Police Academy. He expressed his thoughts on the ceremony held for Veterans Day at VFW Post 454 and his appreciation to all veterans.

Council Member's Discussion

Council Members Becker and Kearns shared their thoughts and experiences from the Bloomington Community Police Academy.

Council Member Boelen shared her appreciation for the history and perspective shared during the Police Academy. She thanked the Department of Operations & Engineering Services for Item 8.D.

Council Member Crumpler provided updates on the search efforts to find a new CEO for the Bloomington Normal Convention Bureau Board.

Council Member Ward congratulated Coach Norm Eash, football coach at Illinois Wesleyan University (IWU), for being the longest-serving football coach in IWU history.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Danenberger, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Boelen, Kearns, Danenberger, Becker, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 6:55 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.B.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action to Approve the Minutes of the November 18, 2024, Special City Council Meeting, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Minutes be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The minutes of the meetings provided have been reviewed and certified as correct and complete by the City Clerk. In compliance with the Open Meetings Act, minutes must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, minutes are available for public inspection and posted to the City's website within 10 days after approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Amanda Stutsman, Deputy City Clerk

ATTACHMENTS:

[CLK 2B Draft Minutes 11182024](#)



MINUTES
CITY COUNCIL - SPECIAL SESSION
MONDAY, NOVEMBER 18, 2024, 6:00 P.M.

The City Council convened in regular session in the Government Center Boardroom at 6:00 P.M. Mayor Mboka Mwilambwe called the meeting to order and led the Pledge of Allegiance ending with a moment of silent prayer/reflection.

Roll Call

Attendee Name	Title	Status
Mboka Mwilambwe	Mayor	Present
Jenna Kearns	Council Member, Ward 1	Present
Donna Boelen	Council Member, Ward 2	Present
Sheila Montney	Council Member, Ward 3	Present
John Danenberger	Council Member, Ward 4	Present
Nick Becker	Council Member, Ward 5	Present, Remote
Cody Hendricks	Council Member, Ward 6	Present
Mollie Ward	Council Member, Ward 7	Present
Kent Lee	Council Member, Ward 8	Present
Tom Crumpler	Council Member, Ward 9	Present

Council Member Hendricks made a motion, seconded by Council Member Danenberger, to allow Council Member Becker to attend the meeting remotely due to illness.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Hendricks, Ward, Lee, Crumpler

Motion carried.

Council Member Becker joined remotely at 6:09 P.M.

Recognition/Appointments

No recognitions or appointments were made.

Public Comment

Mayor Mwilambwe read a public comment statement of procedure. William Gustavson emailed public comment and provided public comment virtually. Thomas Joseph and Jackie Beyer spoke in person.

Consent Agenda

No Items were listed on the Consent Agenda.

Regular Agenda

The following Item was presented:

Item 8.A. Presentation on the 2025-2029 Community Development Block Grant (CDBG) Consolidated Plan Outreach Efforts and Preliminary Goals, as requested by the Economic & Community Development Department.

Melisa Hon, Director of Economic & Community Development, thanked Council and City staff for their help. She briefly outlined the Community Development Block Grant (CDBG) program requirements. She overviewed the CDBG Consolidated Plan process, which included the Citizen Participation Plan (CPP), a resident survey, stakeholder focus groups, public forums, and key informant interviews. She highlighted that 1,408 Bloomington residents responded to the resident survey and noted the demographic breakdown, key questions, and top priorities of respondents. She stated that the goals of the Preliminary 2025-2029 CDBG Consolidated Plan were: (1) preservation of existing affordable housing stock; (2) elimination of slum and blight conditions; (3) support of the provision of public service activities; (4) public facility and infrastructure improvements; and (5) effective CDBG administration.

Council Member Ward asked for additional information regarding the breakdown of respondents by housing and demographics. Director Hon stated that follow up with additional information would be provided.

Council Member Ward, William Bessler, Grants Manager, and Director Hon discussed the prior year funding and future funding sources.

The following Item was presented:

Item 8.B. Consideration and Action on Approving the 2024 Tax Levy Estimate for the City of Bloomington, as requested by the Finance Department.

City Manager Jeff Jurgens briefly introduced the presentation and passed to Scott Rathbun, Finance Director. Director Rathbun discussed the Equalized Assessed Value (EAV) History from 2020 to 2024. He discussed the Equalized Assessed Value (EAV) History from 2020 to 2024, explaining that the EAV was the property value base used to calculate the levy rate. Director Rathbun stated that the County Assessor initially reported a 10.51% increase in the EAV, equating to a \$236 million increase. However, that historical adjustments were typically made, so they estimated 2024 EAV increase as \$221 million, or 9.84%, with \$12 million (5.47% of the total) attributed to new construction.

City Manager Jurgens then provided historical context, showing the City's tax levy rate and levy amount have remained relatively steady over the past 10 years, though the levy had not kept pace with the 35% inflation increase seen since 2011, only increasing by around 17% in that time. He then compared Bloomington's tax rate to tax levies of other communities of similar size, noting Bloomington was one of the lowest.

Director Rathbun explained the requirement of the public safety pensions highlighting that they must be fully funded by 2024 and how the City's property tax and utility tax (restricted revenues for pension funding) were effected in recent years. He reported that, ultimately, the City's restricted revenues would be \$4 million short of the funding target. City Manager Jurgens discussed Council's options and how each option effected a residential household. He then discussed the various City-maintained public spaces and how the City sought alternative methods for maintaining said spaces. He explained how the loss of the grocery tax and the acquisition of and build out of the new Public Works' Campus would impact the City budget noting how staff actively sought to reduce expenses.

Council Member Montney discussed pension costs and property tax increases since 2001. She explained her reasoning for not supporting the tax levy increase.

Council Members Crumpler and Boelen stressed the importance of funding the public safety pensions.

Council Member Boelen made a motion, seconded by Council Member Crumpler, that the proposed Property Tax Levy Estimate be approved in the amount of \$26,320,384.

Council Member Hendricks stated that while he voted against the levy increase last year, he felt the pressures that residents faced with increased costs, such as water rates and taxes from other taxing bodies. He was open to keeping the levy flat this year use general fund sources to cover the pension obligations but acknowledged that this approach could lead to difficult decisions next year if the expected efficiencies were not realized.

Council Member Ward stated she will not support anything that prevents the City from meeting its obligations to public safety; however, it must be acknowledged that the City had other needs beyond just public safety pensions, and cannot continue to avoid addressing the burden on taxpayers.

Council Member Lee agreed that public safety was important but expressed concern that other taxing bodies had assessed higher tax rates and did not support adding an additional burden to residents.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Lee, Crumpler

NAYES: Montney, Danenberger, Becker, Hendricks, Ward

Motion failed.

Council Member Hendricks made a motion, seconded by Council Member Danenberger, that the Property Tax Levy Estimate remain flat and be approved in the amount of \$22,320,384.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Montney, Danenberger, Becker, Hendricks, Ward, Lee

NAYES: Boelen, Crumpler

Motion carried.

The following Item was presented:

Item 8.C. Consideration and Action on Approving the 2024 Tax Levy Estimate for the Bloomington Public Library, as requested by the Bloomington Public Library.

Jeanne Hamilton, Library Director, introduced Library Board President Katrina Parker and continued the presentation. She stated that the Library was requesting a levy of 6,827,275 and shared the recommendation impact. Director Hamilton briefly overviewed the breakdown of FY2026 Library expenses and the increase in value and activity of the Library from May 2024 to October 2024. She shared the 2024 tax levy next steps for the December 9th Council meeting.

Council Member Montney asked for the aggregated increases from the last five years allocated to the Library. Director Hamilton stated that the large increase in 2021 was due to the bond approval and gradual increases were due to the Library expansion.

Council Member Montney and Director Hamilton discussed the operational expenses and book donations of the Library.

Council Member Crumpler expressed his support for the Item and stressed the value of the Library to the community.

Council Member Hendricks made a motion, seconded by Council Member Danenberger, that the proposed Property Tax Levy Estimate be approved in the amount of \$6,827,275.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Danenberger, Hendricks, Ward, Crumpler

NAYES: Montney, Becker, Lee

Motion carried.

City Manager's Discussion

City Manager Jeff Jurgens thanked Director Melissa Hon and City staff for their efforts on the tax levy estimate. He reassured Council that he and Director Rathbun would continue their work on reducing expenses. He shared updates on the leaf season, information about upcoming events at the Bloomington Center for Performing Arts, and details from the recent Bloomington Bison game.

Mayor's Discussion

Mayor Mwilambwe echoed City Manager Jurgens's remarks regarding the reorganization of the Economic & Community Development department and reminded the community of the commitment to public safety pensions.

Council Member's Discussion

No Council Member comments.

Executive Session

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Danenberger, to adjourn the meeting.

Mayor Mwilambwe directed the Clerk to call roll:

AYES: Kearns, Boelen, Montney, Danenberger, Becker, Hendricks, Ward, Lee, Crumpler

Motion carried (viva voce).

The meeting adjourned at 7:45 P.M.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.C.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Bills and Payroll in the Amount of \$14,525,473.92, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Bills and Payroll be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: Bills and Payroll are filed in the City Clerk's Department. The full Bills and Payroll Report is now housed under Finance documents on the City website, available at <https://www.cityblm.org/bills>.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Total disbursements to be approved \$14,525,473.92 (Payroll total \$3,153,351.94 Accounts Payable total \$10,917,245.29, Bank Transfers total \$253,559.25, and Procurement Card Purchases total \$201,317.44).

Respectfully submitted for consideration.

Prepared by: Tearra Edwards, Support Staff V

ATTACHMENTS:

[FIN 1B Council Finance Summary Report](#)

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL

Date	Gross Pay	Employer Contribution	Totals
11/27/2024	\$ 2,788,105.62	\$ 252,107.32	\$ 3,040,212.94
			\$ -

Off Cycle Adjustments	\$ 113,114.54	\$ 24.46	\$ 113,139.00
	PAYROLL TOTAL	\$	3,153,351.94

ACCOUNTS PAYABLE (WIRES)

Date	Bank	Total	PCARDS
12/9/2024	AP General	\$ 10,690,090.91	
12/9/2024	AP JMScott	\$ -	10/02/24-11/01/24 \$201,317.44
12/9/2024	AP Comm Devel	\$ 68,794.17	
12/9/2024	AP IHDA	\$ 79.00	
12/9/2024	AP Library	\$ 45,781.04	
12/9/2024	AP MFT	\$ 81,269.04	
11/21/24-11/22/24	Out of Cycle AP	\$ 31,231.13	
11/03/24-11/22/24	AP Bank Transfers	\$ 253,559.25	
	AP TOTAL	\$ 11,170,804.54	PCARD TOTAL \$201,317.44

GRAND TOTAL	\$ 14,525,473.92
--------------------	-------------------------

Respectfully,

F Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 7.D.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Approving Appointments to Boards & Commissions , as requested by the Administration Department.

RECOMMENDED MOTION: The proposed appointments be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: Applications are on file in the Administration Office. The Mayor of the City of Bloomington asks Council concurrence in the appointments of:

Cultural Commission: Amber Collins' appointment is effective immediately, with an expiration date of 04-30-26.

Property Maintenance Review Board: Rachael Mosley's appointment is effective immediately, with an expiration date of 04-30-26.

Technology Commission: Brandon Wheeler's appointment is effective immediately, with an expiration date of 04-30-27.

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

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Cecilia Reichert, Administrative Assistant

ATTACHMENTS:

[ADM 2B B&C Roster](#)

CULTURAL COMMISSION ROSTER

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Cultural Commission	Staff Liaison	Anthony	Nelson				false
Active	Cultural Commission	Commissioner	Shweta	Shukla	4/30/2025	8/28/2023	2020	true
Active	Cultural Commission	Commissioner	Katherine	Browne	4/30/2025	3/25/2024	2024	true
Active	Cultural Commission	Commissioner	Peter	Pontius	4/30/2025	3/25/2024	2024	true
Active	Cultural Commission	Commissioner	Crystal	Bricker	4/30/2025	3/11/2024	2024	true
Vacant	Cultural Commission				4/30/2025			
Active	Cultural Commission	Commissioner	Angelique	Racki	4/30/2026	10/14/2024	2016	true
Active	Cultural Commission	Commissioner	Dallas	Long	4/30/2026	8/28/2023	2023	true
Vacant	Cultural Commission				4/30/2026			
Active	Cultural Commission	Chair	Faisal	Rashid	4/30/2027	5/13/2024	2023	true

PROPERTY MAINTENANCE REVIEW BOARD ROSTER

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Property Maintenance Review Board	Large Landlord	John	Capodice	4/30/2023	4/27/2020	2011	true
Active	Property Maintenance Review Board	Contractor	Kelby	Cumpston	4/30/2024	4/26/2021	2018	true
Vacant	Property Maintenance Review Board	Contractor			4/30/2025			
Vacant	Property Maintenance Review Board	Tenant			4/30/2025			
Vacant	Property Maintenance Review Board	Citizen at Large			4/30/2026			
Vacant	Property Maintenance Review Board	Tenant			4/30/2026			

TECHNOLOGY COMMISSION ROSTER

Status	Board/Commission	Role	First Name	Last Name	Expiration	Re/Appointment Date	Year First Appointed	Mayor Appointed
Active	Technology Commission	Staff Liaison	Craig	McBeath				false
Active	Technology Commission	Commissioner	Ravi	Duvvuri	4/30/2026	4/13/2020	2019	true
Active	Technology Commission	Commissioner	Robert	Davis	4/30/2027	6/14/2021	2019	true
Active	Technology Commission	Chair	Gary	Neumayer	4/30/2025	5/23/2022	2019	true
Active	Technology Commission	Commissioner	Arron	Pirtle	4/30/2025	5/23/2022	2022	true
Vacant	Technology Commission	Commissioner	Vacant					
Vacant	Technology Commission	Commissioner	Vacant					
Vacant	Technology Commission	Commissioner	Vacant					



CONSENT AGENDA ITEM NO. 7.E.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Purchase of an E-One Custom 100-Foot Rear Mount Platform Fire Truck from Banner Fire Equipment, Inc., in the Amount of \$1,766,140, as requested by the Fire Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The Fire Department ("BFD") is requesting to purchase a new fire truck, specifically a 2026 E-One custom 100-foot rear platform with a 2000 gallon per minute (gpm) pump mounted on an E-One Cyclone chassis with a Cummins X15 565 hp engine, 300-gallon poly tank, 2000 gpm MAC-1 pump and loose equipment, through a Sourcewell joint purchasing contract. The new truck will be stationed at Fire Station #2, located at 1911 E. Hamilton Rd., and be known as T-2.

When the truck is delivered, a 2007 Pierce Dash engine will be decommissioned and disposed of in accordance with Property Surplus City Code. The current T-2, a 2013 E-One Cyclone II 100-foot Platform, will be moved down into a reserve status. BFD has established a best practice for the replacement of fire apparatus following the recommendations of NFPA 1901 Standard for Automotive Apparatus. This standard recommends that BFD replace apparatus that are 15 years or older. The standard bases this recommendation on the improved safety upgrades over a 15-year period. BFD also evaluated usage, miles driven, and hours operated and determined that operating costs begin to outweigh the value of the vehicle after 15 years.

The apparatus committee has worked with our salesman, Craig Hamrick, from Banner Fire Equipment, Inc. to design this vehicle. This fire truck is very similar to the truck that it will be replacing. Small changes have been made to increase the effectiveness of its operations and the safety of the personnel operating on it. The new fire truck has an anticipated completion date of April 2026. The cost of the E-One truck is \$1,900,195, with a pre-pay discount of \$134,055 bringing the cost of the vehicle to \$1,766,140. BFD staff recommend the City take advantage of the pre-payment option that is offered by E-One to assist in lowering the overall cost of the apparatus. E-One will provide an adequate performance bond for the purchase.

The Sourcewell Joint Purchasing Contract (#113021-CSM, exp. 2/10/2026) will be utilized to complete the fire truck purchase.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will purchase will be made from Banner Fire Equipment, Inc., in the Amount of \$1,766,140. This will be paid out of the Fire-Capital Outlay Licensed Vehicle Account (10015210-72130). This is included in the FY 2025 Budget at a budgeted cost of \$2,000,000. Stakeholders can locate this in the FY 2025 Budget Books titled: "Budget Overview & General Fund" on page 244 and Other Funds & Capital Improvement" on page 99.

Respectfully submitted for consideration.

Prepared by: Mike Hartwig, Deputy Chief

ATTACHMENTS:

[FIRE 1B Resolution](#)

[FIRE 1C Resolution Exhibit A - Bloomington Proposal](#)

[FIRE 1D Resolution Exhibit B - Shop Order](#)

[FIRE 1E Truck Drawing](#)

[FIRE 1F Sourcewell Rev Group Contract](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING THE PURCHASE OF AN E-ONE CUSTOM 100-FOOT REAR MOUNT PLATFORM FIRE TRUCK FROM BANNER FIRE EQUIPMENT, INC., IN THE AMOUNT OF \$1,766,140

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of an E-One 100-foot Platform Fire Truck (PURCHASE), in the amount of \$1,766,140; and

WHEREAS, the detailed Proposal (Exhibit A) and Shop Order are attached (Exhibit B); and

WHEREAS, this purchase is a budgeted vehicle replacement as part of the Fiscal Year ("FY") 2025 budget for the Fire Department. This purchase will replace the current Truck-2 which is a 2013 with over 86,000 miles. The Fire Department utilizes fire apparatus in a frontline position for 10-15 years and then in a reserve status for an additional 5 years. Once the new engine is received, T-2 will be placed in a reserve status. Fire apparatus manufacturers have been experiencing long build times and, as a result, the Fire Department must plan ahead to ensure we receive the new unit at the proper intervals. The estimated delivery date for the new truck is April 2026; and

WHEREAS, the PURCHASE consists of 1 E-One Custom 100-foot rear platform fire truck with a Cyclone chassis, 2000 GPM MAC 1 pump, Cummins X-15 engine, and 300-gal poly tank; and

WHEREAS, the City will be utilizing the Sourcewell Joint Purchasing Contract #113021-CSM as the procurement method; and

WHEREAS, the City Council finds it in the best interest of the City to approve the purchase.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk



FIRE APPARATUS PROPOSAL

=====

DATE: November 19, 2024

This proposal has been prepared for:

**Bloomington Fire Department
Bloomington, IL**

We hereby propose to furnish to you, subject to proper execution of the attached agreement by you and by an officer of this Company, the following apparatus and equipment to be built in accordance with the attached specifications:

UNIT QUANTITY	MODEL	PRICE
1	E-One custom 100' rear mount platform, 2000 GPM MAC 1 Pump, 300-gal poly tank, mounted on an E-One Cyclone chassis equipped with a Cummins X15 565 HP engine per specs and equipment listed.	\$1,900,195.00

Purchase to be made via Sourcewell Contract #113021-RVG-1
City of Bloomington's Sourcewell Member #25014

Delivery will be FOB South Roxana, IL. and will be made approximately April 2026 after receipt of order at the Florida plant, based upon proper execution of the attached agreement by both parties. Terms of Payment are 90% of the purchase price due upon arrival of the unit at our South Roxana, IL facility with the balance due upon pick up. The price listed above is firm for 30 days. Price is subject to increase after that time.

Company: BANNER FIRE EQUIPMENT, INC.

By: Craig Hamrick
Craig Hamrick



Equipment included: Two (2) TFT ball intake relief valves, Super Vac fan, Bullard TIC, three (3) Streamlight Vulcan hand lights, two (2) blind caps, three (3) sets of hydrant/spanner wrenches and ladders.

PREPAYMENT OPTION

The department may elect to exercise the following prepayment option:

Prepayment Option:

Prepayment discounts can be calculated on a **per day basis** based upon a 5% annual percentage rate. Prepayments earn interest beginning three business days after funds are received at our Roxana office and ending the day the truck manufacturing is complete. The discounts are based upon a specific calendar day delivery schedule and may be **adjusted up or down** based upon the actual delivery time.

Example 1: \$1,900,195.00 (100%) down payment with a 515-day delivery:

$\$1,900,195.00 \times 0.05 / 365 \text{ days} \times 515 \text{ days} = \mathbf{\$134,055.00}$ discount

$\$1,900,195.00 - \$134,055.00 \text{ (estimated discount)} = \$1,766,140.00$



ORDER DETAIL WITHOUT PRICES BY PLANT

EXHIBIT B

Project 146987

Date: 11-11-24 [11:07]

Sales Order 146987

Page: 1 of 44

CONFIDENTIAL

Customer: 312277

Dealer: 312098

BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
BLOOMINGTON, IL 61701

BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	1001-0065	COMPLIANCE 2016 NFPA <i>The E-ONE supplied components of the vehicle shall meet the requirements of NFPA 1901, 2016 edition.</i>		1	10-04-22		1.00		
0	1001-0100	PRIOR ORDERS <i>Prior trucks for this customer include the following shop order(s):</i> <i>ADDED NOTE: 142560; 145490; 145867</i>		1	10-04-22		1.00		
0	1002-0001	FINAL INSPECTION <i>Final inspection trip.</i>		1	10-04-22		1.00		
0	1002-0002	MID POINT INSPECTION <i>Mid point inspection trip.</i> <i>ADDED NOTE: Cab attached, prior to body load.</i>		1	10-04-22		1.00		
0	1025-0028	SHOCK ABSORBERS KONI FRONT <i>Koni shock absorbers for front axle - adjustable.</i>		1	10-04-22		1.00		
0	1025-0030	SIGHT GLASS STEMCO FRT AXLE <i>Stemco sight glass for front axle hubs. Inboard wheel seals will be Chicago Rawhide (or equivalent).</i>		1	10-04-22		1.00		
0	1025-0038	REAR TANDEM RT-58-185 62,000LB <i>Meritor RT-58-185 rear tandem axle 62,000 lb. capacity.</i>		1	10-04-22		1.00		
0	1025-0171	FRONT AXLE DANA 24,000LB <i>Dana D-2200W 24,000 lb. front axle. Includes maintenance free bushings. For use with disc brakes only.</i>		1	10-04-22		1.00		
0	1050-0001	WHEELS FRONT ALUM (2) <i>Alcoa aluminum wheels for front axle (2).</i>		1	10-04-22		1.00		
0	1050-0005	WHEELS REAR ALUM (8) <i>Alcoa aluminum wheels for rear axles (8).</i>		1	10-04-22		1.00		
0	1050-0007	WHL TRIM KIT FRT W/LOGO <i>Front axle wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center cap with E-ONE logo. Note: Center cap will have an inspection port IPO a logo if equipped with Stemco oil seals.</i>		1	10-04-22		1.00		
0	1050-0009	WHL TRIM KIT RR TNDM W/LOGO <i>Rear axle (tandem) wheel trim kit. Includes stainless steel lug nut covers (chrome plated plastic if applicable) and center caps with E-ONE logo. E-ONE</i>		1	10-04-22		1.00		

CONTINUED



ORDER DETAIL WITHOUT PRICES BY PLANT

Project 146987

Date: 11-11-24 [11:07]

Sales Order 146987

Page: 2 of 44

CONFIDENTIAL

Customer: 312277

Dealer: 312098

BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
BLOOMINGTON, IL 61701

BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	1050-0018	custom chassis w/steel wheels will have chrome plated plastic lug covers. VALVE STEM EXT TNDM AXLE		1	10-04-22	1.00		
0	1050-0033	Each inside wheel of the tandem rear axles shall have valve stem extensions. WHEEL FINISH DURA-BRIGHT (EA) Dura-Bright finish on aluminum wheel (EA).		1	10-04-22	10.00		
0	1060-0113	INTERMITTENT TIRE SRVC RATNG Intermittent service tire rating.		1	10-04-22	1.00		
0	1060-0119	TIRE PRESS IND LED AIRGRD (10) RWC AirGuard LED tire pressure monitoring valve stem caps (10) for tandem rear axle applications.		1	10-04-22	1.00		
0	1060-0209	TIRES RR MICHELIN 315 HWY (8) Eight Michelin 315 tires model X MULTI Z for rear axles.		1	10-04-22	1.00		
0	1060-0212	TIRES FRONT MICH 425 (2) XZE Two Michelin 425 tires model XZE for front axle.		1	10-04-22	1.00		
0	1070-0002	REAR SUSP SPRING TANDEM AXLE Rear suspension springs rated equal to the capacity of the axles.		1	10-04-22	1.00		
0	1100-0006	BRAKE PARK RELEASE DRV DASH Parking brake release mounted on the driver's side lower dash.		1	10-04-22	1.00		
0	1100-0008	BRAKE SYSTEM AIR 6X4/6X6 Brake system air 6X4/6X6.		1	10-04-22	1.00		
0	1100-0014	BRAKES S CAM REAR AXLE TANDEM ArvinMeritor 16-1/2" x 7" S-cam brakes with cast brake drums for a tandem rear axle.		1	10-04-22	1.00		
0	1100-0026	ELECTRONIC STABILITY CNTRL 6X4 G4 Electronic Stability Control (6x4), Includes RSC and ATC. Not available on 6x6 or commercial chassis.		1	10-04-22	1.00		
0	1100-0031	BRAKES 17" DISC DANA FRT AXLE Dana/Bendix ADB22X 17" disc brakes for front axle.		1	10-04-22	1.00		
0	1110-0000-001	AIR INLET Inlet for air system. Location: driver door jamb.		1	10-04-22	1.00		
0	1110-0003	AIR DRYER SYSTEM SAVER 1200 Air dryer System Saver 1200.		1	10-04-22	1.00		
0	1110-0005	AUTO MOISTURE EJECTORS HEATED Automatic moisture ejectors, heated.		1	10-04-22	1.00		

CONTINUED



ORDER DETAIL WITHOUT PRICES BY PLANT

Project 146987

Date: 11-11-24 [11:07]

Sales Order 146987

Page: 3 of 44

CONFIDENTIAL

Customer: 312277

Dealer: 312098

BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
BLOOMINGTON, IL 61701

BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	1110-0006	AIR LINES NYLON <i>Air lines nylon.</i>		1	10-04-22		1.00		
0	1110-0012-202	AIR OUTLET <i>Air outlet off front ACC tank. It shall be located driver side pump panel.</i>		1	10-04-22		1.00		
0	1110-0026	AIR HORNS RECSD IN BUMP (PR) <i>Air horns Hadley e-tone recessed in bumper (PR).</i>		1	10-04-22		1.00		
0	1110-0027	ISOLATED AIR TANK W/VLV <i>Isolated air tank. Includes pressure protection valve.</i>		1	10-04-22		1.00		
0	1110-0043	PLUMB AUX AIR TNK TO ACC <i>Auxiliary air tank to be plumbed to the following optional accessories (if equipped): Chassis air horns, brake system air outlet, air reel, light tower, air primer, air operated devices and or customer/dealer installed pneumatic add-on(s).</i>		1	10-04-22		1.00		
0	1110-0044-179-02	AIR INLET AUTO EJECT <i>Air inlet Auto-Eject, Kussmaul. Includes Red weatherproof gasketed cover. Location: outside driver's door next to handrail.</i>		1	10-04-22		1.00		
0	1110-0096	STRAPS SS AIR TANK (PR) <i>Stainless steel mounting straps for air tank.</i>		1	10-04-22		5.00		
0	1125-0002	BRAKE JACOBS COMPRESSION <i>Jacobs engine compression brake. Note: Brake lights will illuminate when auxiliary brake is activated.</i>		1	10-04-22		1.00		
0	1125-0023	TRANS 2ND GEAR PRE-SELECT <i>Transmission to seek second gear when Jacobs engine brake or Telma retarder is engaged. N/A with Trans retarder.</i>		1	10-04-22		1.00		
0	1150-0369	SIDE COVERS DP NOLTCH BMP XLAY <i>Drop down tread plate aluminum side covers with no latching and to be held by top lid for each side of the bumper crosslay.</i>		1	10-04-22		1.00		
0	1150-0603	***RECESSED BUMPER CROSSLAY <i>Recessed bumper double crosslay to hold of 200' of 1.75" DJ hose in each crosslay. The crosslay floor/bottom shall be slotted to allow drainage (no slats). Includes full width single piece</i>		1	10-04-22		1.00		

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Dealer: 312098

BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
BLOOMINGTON, IL 61701

BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
		<i>hinged lid and stainless steel scuff guards at each side and bottom of crosslay opening (exclude bottom if drop down covers are used). Lid to include two rubber latches with positive hold neoprene cups and center handle(s). Requires 28" extension, side covers, 12" heavy duty bumper and engineering approval. Raised lid to be 2" taller than standard.</i>							
0	1160-0008	GRAVEL SHIELD 3/16"		1	10-04-22		1.00		
		<i>3/16" Front Bumper Gravel Shield.</i>							
0	1160-0016	BUMPER EXTENSION 28"		1	10-04-22		1.00		
		<i>28" Front Bumper Gravel Shield Extension.</i>							
0	1160-0142	EXT FRT FRAME DROP STYLE IPOS		1	10-04-22		1.00		
		<i>Front frame extensions to be drop style IPOS. Includes integral tow eyes below bumper.</i>							
0	1160-0351-589	BUMP OUT FOR MECH SIREN		1	10-04-22		1.00		
		<i>Bumper to be extended (boxed out) for mechanical siren to be recessed without intruding into the bumper trays, recessed crosslays or any other options as applicable. Location: center.</i>							
0	1160-0357	BMPR HVY DTY 12" PNTD		1	10-04-22		1.00		
		<i>Heavy duty, formed, 12" front bumper with full wrap around for use with bumper crosslay. To be painted as specified.</i>							
		<i>ADDED NOTE: FLNA 3050 E-ONE RED</i>							
0	1200-0017	TRANS SELECTOR PUSH BUTTON		1	10-04-22		1.00		
		<i>Push-button transmission shift selector.</i>							
0	1200-0021	SYNTHETIC FLUID EVS4000		1	10-04-22		1.00		
		<i>TranSynd, Shell Spirax S6ATF A295, or equivalent synthetic transmission fluid for EVS4000 series.</i>							
0	1200-0096	SPEED MAXIMUM 60MPH ELECT LMTD		1	10-04-22		1.00		
		<i>Electronic speed limiting set at 60 MPH. Note: Axle gear ratio will be as low as possible while allowing for 60 MPH top speed to improve acceleration.</i>							
0	1200-0478	ENG/TRAN 2024 X15 565/EVS4KP		1	10-04-22		1.00		
		<i>Eng/Trans Cummins X15 565HP with EVS4000 transmission. 2024 EPA Compliant. Includes Acumen telematics and Certified</i>							

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Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
		<i>Clean Idle holographic decal. NOTE: If a pre-2027 emission engine is NOT available at the time of build (starting production on January 1, 2026) your order will automatically be upgraded and charged for the 2027 EPA compliant Cummins X-15, with all associated costs being passed on to the end user. No exceptions.</i>							
0	1225-0053	FIRWIN EXHAUST BLANKET <i>Firwin exhaust blanket from the turbo down to the DPF.</i>		1	10-04-22		1.00		
0	1225-0060	EXHAUST END MOD PLYMOVENT <i>Exhaust end with fresh air vent for Plymovent exhaust extraction system.</i>		1	10-04-22		1.00		
0	1250-0078	ZINC COATED INTEGRAL TB CHASS <i>Zinc flame spray coating for integral torque box chassis.</i>		1	10-04-22		1.00		
0	1250-0092	GEOMET COATED FASTENERS <i>GEOMET coated frame assembly fasteners.</i>		1	10-04-22		1.00		
0	1250-0098	FRAME-20" TQBOX HP100 PLTFRM <i>Frame - Torque box for HP 100 platform (100KSI).</i>		1	10-04-22		1.00		
0	1350-0001	FUEL FILL PACKAGE DUAL <i>Dual fuel fill package. Additional fuel fill provided on officer side of unit.</i>		1	10-04-22		1.00		
0	1350-0005	FUEL SYS- 65 GAL <i>Fuel system 65 gallons.</i>		1	10-04-22		1.00		
0	1350-0012-667	FUEL SHUT-OFF VALVE <i>Fuel shut-off valve. Location: one (1) each side of fuel/water separator.</i>		1	10-04-22		2.00		
0	1350-0022	FUEL LINE HOSE RUBBER <i>Fuel line hose rubber.</i>		1	10-04-22		1.00		
0	1350-0090	FUEL FILTER FUEL-PRO 382 IPOS <i>Fuel water separator Fuel-Pro 382 (Cummins FH2309). Filter is top serviceable. Replaces manufacturer supplied fuel filter. For use with 2021 EPA and newer engines.</i>		1	10-04-22		1.00		
0	1400-0032	BATT (5) GROUP 31 1000 CCA <i>Battery five group 31 1000 CCA (two left / three right). For use with below cab DEF tank only.</i>		1	10-04-22		1.00		
0	1510-0007	SEAT COVER MATL VINYL <i>Seat cover material vinyl.</i>		1	10-04-22		1.00		
0	1510-0008	SEAT COLOR GRAY		1	10-04-22		1.00		

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BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
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Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	1510-0203-147	Seat color gray. BRKT AIR PACK BTL SMARTDOCK Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: officer's seat.		1	10-04-22	1.00		
0	1510-0203-148	BRKT AIR PACK BTL SMARTDOCK Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing driver's side.		1	10-04-22	1.00		
0	1510-0203-215	BRKT AIR PACK BTL SMARTDOCK Bracket SCBA IMMI SmartDock Gen2 restraint system. Location: rear facing officer's side.		1	10-04-22	1.00		
0	1510-0301	SEATS VALOR BRAND Seats, Valor brand.		1	10-04-22	1.00		
0	1510-0308	SEAT VLR RR FCNG DRV SCBA ABTS Rear facing USSC Valor ABTS seat with SCBA driver's side.		1	10-04-22	1.00		
0	1510-0309	SEAT VLR RR FCNG OFF SCBA ABTS Rear facing USSC Valor ABTS seat with SCBA officer's side.		1	10-04-22	1.00		
0	1510-0324	SEAT VLR OFF AIR SCBA ADJ ABTS Officer seat USSC Valor P1A air ride ABTS SCBA. Includes fore and aft slides.		1	10-04-22	1.00		
0	1510-0474	SEAT VALOR DRV AIR ABTS Driver seat USSC Valor P1A air ride ABTS.		1	10-04-22	1.00		
0	1515-0053	LOC - HVAC CAB CONTROLS Controls for heating and air conditioning shall be located in the center dash area. (Lower area on Typhoon and Cyclone with severe duty dash)		1	10-04-22	1.00		
0	1515-0102	AIR COND W/ROOF CONDENSER Air conditioning with roof top mounted condenser. Includes reduced profile evaporator w/powder coated cover and electronic controls.		1	10-04-22	1.00		
0	1520-0243	CYCLONE MEDIUM CAB Cyclone medium cab - 100" wide (58" CA).		1	10-04-22	1.00		
0	1535-0030	MED CABINET RUD ROM Roll-up medical cabinet doors selected on the cab to be ROM brand.		1	10-04-22	2.00		
0	1535-0032	MED CABNT RUD LOCK 1250 All medical cabinet RUD for the cab to be locking with 1250 key		1	10-04-22	1.00		
0	1535-0037	CABNT MED INBD W/SD ACCS 50"H		1	10-04-22	1.00		

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0	1535-0202	Rear cab wall medical cabinet with side access doors (one each side). Cabinet to be 50" high x 38" wide x 24" deep. Includes (2) locking roll-up doors (satin finish) and (3) adjustable shelves. Lower door openings raised to provide hand clearance. CABINET FINISH MT GRAY		1	10-04-22		1.00		
0	1535-0464	Finish. Cab medical/storage cabinet(s) finish to be multi-tone gray. Includes interior/exterior of cabinet and shelves/trays if equipped. PAINT DRIPRAILS CAB JOB COLOR		1	10-04-22		1.00		
0	1550-0003	Paint Drip Rails. All exterior drip rails over cabinets, etc including vertical drip rails ahead of front cab doors to be painted job color (two tone as applicable). CAB DOOR REAR POSITION MED		1	10-04-22		1.00		
0	1550-0020	Rear crew cab doors in the medium position. WINDOW CAB SIDE FIXED DRV		1	10-04-22		1.00		
0	1550-0033	Windows cab side fixed driver's side. WINDOW CAB SIDE FIXED OFFC		1	10-04-22		1.00		
0	1550-0070	Windows cab side fixed officer's side. EXT STRAP DBL CAB DRS (4)		1	10-04-22		1.00		
0	1550-0081	All (4) cab doors to have double door straps. Straps to be long enough to allow the door to open to a max of 90 degrees. LOCKS CAB DOOR MAN / ELECT		1	10-04-22		1.00		
0	1550-0084	Cab door locks - electric. Includes driver side exterior touchpad, (2) remote key fobs, barrel style key lock on exterior of each door and manual interior lock on each door. LOCKS 1250 KEYED CAB DOOR		1	10-04-22		1.00		
0	1550-0087-000-J7	All cab exterior entry doors to have 1250 keyed locks. STRIPE CAB DOOR KICK PLATE "A"		1	10-04-22		1.00		
0	1550-0100	Red/Fluorescent Yellow Green Diamond Grade chevron "A" stripe on lower cab door panel approx 12" high. Stainless steel/painted door panels only. E-ONE cabs only. CAB S/S DOOR TRIM POLISHED		1	10-04-22		1.00		

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0	1550-0180	<i>Polished stainless steel protective trim on rear edge of cab door openings. E-ONE custom chassis only.</i> DOOR PANELS S/S CAB 2PC <i>Cab door panels stainless steel. Includes upper and lower panels with seam below handrail.</i>		1	10-04-22		1.00		
0	1550-0240-657	***CAB STEP AREA VTX609R (4) <i>Door mounted Whelen VTX609R red LED flashing lights (4) w/clear lenses and chrome flanges. Locate lights on each cab door in the outboard position. Lights to be switched with door ajar.</i>		1	10-04-22		1.00		
0	1550-0285	WINDOW POWER CAB FRONT <i>Driver and officer door windows to be power actuated with HD regulators. Switches to be located at center dash. For use with new Typhoon and 100" wide Cyclone cabs.</i>		1	10-04-22		1.00		
0	1550-0286	WINDOW POWER CAB REAR <i>Rear crew cab door windows to be power actuated with HD regulators. Switches to be located on each door with add'l switches accessible by driver. For use with new Typhoon and 100" wide Cyclone cabs.</i>		1	10-04-22		1.00		
0	1550-0287	CAB DOORS - BARRIER STYLE <i>Cab doors to be barrier style. For use with new Typhoon and Cyclone only.</i>		1	10-04-22		1.00		
0	1550-0378	CAB DOOR PULL HANDLE CHR/BLK <i>All cab doors shall have exterior pull style handles with chrome metal base and integral key lock.</i>		1	10-04-22		1.00		
0	1550-0399	CAB DOOR STRAPS RR ADDL <i>Rear cab doors to have 4 additional door straps (per door). Straps to be located one over the other just above standard lower strap. Includes modification to notch in seat risers.</i>		1	10-04-22		1.00		
0	1610-0000	LOGO PACKAGE E-ONE <i>Cab and body to have applicable E-ONE logos.</i>		1	10-04-22		1.00		
0	1615-0022	ROOF CAB SPLT RSD W/TROUGH <i>Cab roof to have 12" high split raised rear section with full length center waterway trough. For use with rear mount</i>		1	10-04-22		1.00		

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Vehicle Type	AERM-CYCN-100P
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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	1640-0045-158	<i>aerial.</i> STEP BLW CAB DOORS EACH <i>Step below cab door. Open back style with angled corners. Located driver's front door. Steps under front cab doors shall not interfere with approach angle.</i>		1	10-04-22		1.00		
0	1640-0045-159	STEP BLW CAB DOORS EACH <i>Step below cab door. Open back style with angled corners. Located officer's front door. Steps under front cab doors shall not interfere with approach angle.</i>		1	10-04-22		1.00		
0	1640-0045-160	STEP BLW CAB DOORS EACH <i>Step below cab door. Open back style with angled corners. Located driver side rear door. Steps under front cab doors shall not interfere with approach angle.</i>		1	10-04-22		1.00		
0	1640-0045-161	STEP BLW CAB DOORS EACH <i>Step below cab door. Open back style with angled corners. Located officer side rear door. Steps under front cab doors shall not interfere with approach angle.</i>		1	10-04-22		1.00		
0	1640-0047	STEPS LOWER CAB 3.5 <i>Lower steps to extend 3.5" past cab. For use with legacy Typhoon / Cyclone with barrier style doors and new Typhoon / Cyclone with barrier style or extended doors.</i>		1	10-04-22		1.00		
0	1670-0021-274	MIRROR RAMCO 8001FFR-CAS750R <i>Ramco 8001FFR mirrors. Remote controlled with CAS750R top remote convex. Location: mounted on front corners of cab</i>		1	10-04-22		1.00		
0	1670-0059	MIRROR 3-ARM 10" CNVX SS OFF <i>Retrac Mirror stainless steel 10" 3-arm convex above officer side cab brow, 3 piece adjustable telescoping arm. Head #604953, Arm assy#604671</i>		1	10-04-22		1.00		
0	1670-0088	MIRROR HEATED - ALL SURFACES <i>Driver and officer Ramco cab mirrors to be heated. Includes all surfaces (flat and convex, as applicable).</i>		1	10-04-22		1.00		
0	1675-0030	MUD FLAPS FRT BLK (PR) E-ONE <i>Mud flaps, front, black with E-ONE logo.</i>		1	10-04-22		1.00		
0	1675-0042	RR CAB WALL SMOOTH PLATE <i>Rear cab wall to be smooth 3/16"</i>		1	10-04-22		1.00		

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0	1675-0201	<i>aluminum plate. Cab wall to be finish painted to match the cab paint scheme.</i> WHEEL WELL CAB LARGE RADIUS <i>Large radius cab wheel well. Includes bolt-on adjustable wheel well trim.</i>		1	10-04-22		1.00		
0	1675-0229	HANDRAIL CAB 18" PR FRT SS <i>Pair of one piece Brey-Krause Mfg. Co. knurled stainless steel 18" handrails located just behind driver and officer front door one each side.</i>		1	10-04-22		1.00		
0	1675-0230	HANDRAIL CAB 36" PR REAR SS <i>Pair of one piece Brey-Krause Mfg. Co. knurled stainless steel 36" handrails located just behind driver and officer rear door (ALS doors if equipped) one each side.</i>		1	10-04-22		1.00		
0	1675-0254	GLASS DARK TINT RR CAB / VISTA <i>Rear cab and vista glass (if so equipped) to have dark tint IPOS. Glass to be smoked glass with 20% light transmittance (+/- 10%). Includes all glass rearward of front cab doors.</i>		1	10-04-22		1.00		
0	1675-0289	PLT MTG JC FOR B/C RECEPT/IND <i>Mounting plate for battery charger receptacle, indicator and air inlet (if applicable). Plate to be removable aluminum smooth plate painted job color (two-tone if applicable).</i>		1	10-04-22		1.00		
0	1675-0384-066	NUMBER PLATE REMOVABLE PAINTED <i>Number plate, removable with mounting brackets. Locate driver side of cab between front and rear doors. Plate to be painted job color. Lettering and/or graphics not included.</i>		1	10-04-22		1.00		
0	1675-0384-067	NUMBER PLATE REMOVABLE PAINTED <i>Number plate, removable with mounting brackets. Locate officer side of cab between front and rear doors. Plate to be painted job color. Lettering and/or graphics not included.</i>		1	10-04-22		1.00		
0	1680-0005	FAN CLUTCH THERMATIC <i>Thermatic fan clutch.</i>		1	10-04-22		1.00		
0	1680-0007	DRIVELINES 1810 <i>Drivelines 1810. Required on 1550 lb/ft torque or greater engines. N/A with EVS3000 transmission.</i>		1	10-04-22		1.00		

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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	1680-0012	TOW EYES-RR FRAME PAINTED <i>Tow eyes rear frame painted black.</i>		1	10-04-22	1.00		
0	1680-0017	HOT SHIFT PTO <i>Hot shift PTO.</i>		1	10-04-22	1.00		
0	1680-0188	BOTTOM PORT AERIAL HYDRAULICS <i>Aerial hydraulics installed on bottom port of EVS4000/4500 transmission (to allow for flat rear cab floor).</i>		1	10-04-22	1.00		
0	1680-0250-M58	TANK DEF 5 GAL <i>Diesel Exhaust Fluid (DEF) 5 gallon tank. Location: left side below rear of cab.</i>		1	10-04-22	1.00		
0	1680-0284	POWER STEERING COOLER <i>Radiator mounted power steering cooler.</i>		1	10-04-22	1.00		
0	1680-0520	AUTO LUBE SYSTEM-JA LUBE AER <i>JA Lube auto lube system for chassis points (up to 26) and jack system points (up to 12). Note: for HP75/78 use 1680-0519.</i>		1	10-04-22	1.00		
0	1685-0006	SUN VISORS PADDED <i>Padded sun visors, driver and officer's side overhead.</i>		1	10-04-22	1.00		
0	1685-0008	CNTRL LANYARD AIR HORNS Y TYPE <i>Control lanyard Y type for air horns.</i>		1	10-04-22	1.00		
0	1685-0011	WINDOW BARS-S/S (PR) RR DOORS <i>Stainless steel pair of window bars for rear cab doors.</i>		1	10-04-22	1.00		
0	1685-0031	SEATING CAPACITY TAG (4) <i>Seating capacity tag of four occupants.</i>		1	10-04-22	1.00		
0	1685-0084	PLT AL SWIRL ON ENG ACCESS DR <i>3/16" Aluminum plate on top engine access door. To have swirl finish and be spaced up approx 1/2".</i>		1	10-04-22	1.00		
0	1685-0112	ROLLTEK - IRS MAIN MODULE <i>Integrated Roll Sensor (IRS) for RollTek air bag system.</i>		1	10-04-22	1.00		
0	1685-0113	ROLLTEK - IRS SLAVE MODULE <i>Integrated roll sensor slave module for RollTek air bag system.</i>		1	10-04-22	1.00		
0	1685-0115	ROLLTEK - IBP <i>Integrated Belt Pretensioner (IBP) for RollTek air bag system.</i>		1	10-04-22	4.00		
0	1685-0187	CVR ENG SEVERE DUTY POLY <i>Severe duty engine cover, molded polyurethane.</i>		1	10-04-22	1.00		
0	1685-0291	4FRONT FRT AIR BAG SYS		1	10-04-22	1.00		

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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	1685-0365	4Front air bag system with steering wheel bag, driver knee bag and officer knee bag. Requires RollTek option. ROLLTEK - S4 Air ride seat pull down (S4) for RollTek air bag system.		1	10-04-22	2.00		
0	1685-0366	ROLLTEK - SRA Side Rollover Airbag (SRA) for RollTek air bag system.		1	10-04-22	4.00		
0	1685-0387	LINE-X CAB FLOOR OVERLAYS LINE-X package: Cab floor overlays shall be coated with LINE-X.		1	10-04-22	1.00		
0	1685-0430	SEVERE DUTY INTERIOR SM PLT Heavy Duty interior panels includes: all ceilings panels, back wall and side walls to be .125" aluminum smooth plate painted to match cab interior. Requires additional insulation for cab interior.		1	10-04-22	1.00		
0	1685-0446	SEVERE DUTY OVERHEAD CNSL Severe duty overhead console. Includes driver, center and officer overhead ahead of air conditioning plenum. Center overhead includes siren mounting locations. Overhead to match cab interior.		1	10-04-22	1.00		
0	1685-0532	STEPPED PROFILE RR ENG COVER Stepped profile rear engine cover.		1	10-04-22	1.00		
0	1685-0560	OVERLAY CAB FLOOR DPEMB NOTRIM Cab floor to be overlayed with 1/8" embossed aluminum diamond plate; front and rear. Single piece with no gaps around perimeter. Overlay to wrap around the outside edges of the step well replacing the bolt-on cab floor trim and provide sweep out capability.		1	10-04-22	1.00		
0	1685-0669	DASH CAST SD LOW SM PLT KP Severe duty dash package with low profile center section. Cast alum construction. Includes smooth plate alum lower kick panels; all painted to match cab interior.		1	10-04-22	1.00		
0	1685-0692	INSULATION PACKAGE - CAB Cab insulation package. Includes insulation for ceiling, front wall, rear wall, side walls, below seat risers and in doors.		1	10-04-22	1.00		

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Dealer: 312098

BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
BLOOMINGTON, IL 61701

BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	1685-0864-966	CUP HOLDER / TRAY SVR DTY DASH <i>3D printed ABS/Carbon fiber cup holder / tray painted to match cab interior. Approx 14" wide x 10" long with tapered front corners, storage for tablet, cell phones/portable radios, pen/pencil tray and cup holders. For use in Typhoon and CII with severe duty engine cover. Location: to be mounted at final inspection.</i>		1	10-04-22		1.00		
0	1700-0027	ALT 420AMP LEECE NEVILLE <i>Alternator Leece Neville 420 amp. 420 amp SAE/369 amp NFPA.</i>		1	10-04-22		1.00		
0	1750-0024-179-04	RECEPT INLET 20AMP AUTO-EJECT <i>Auto-Eject receptacle inlet 20 amp located outside driver's door next to handrail with a Yellow cover.</i>		1	10-04-22		1.00		
0	1750-0034-1FS	SWITCH ADDITIONAL 12V/15A <i>Switch, additional 12 volt/15 amp. Location and function: L1 up high on forward wall up high for cab door locks.</i>		1	10-04-22		1.00		
0	1750-0034-A24	SWITCH ADDITIONAL 12V/15A <i>Switch, additional 12 volt/15 amp. Location and function: driver rear of body for rear work lights.</i>		1	10-04-22		1.00		
0	1750-0035	CORNERING LIGHT RELAY CIRCUITS <i>Cornering light relay circuits for lights on sides of cab and / or bumper. Includes (2) relays. Requires scene light option. Interlocked with park brake.</i>		1	10-04-22		1.00		
0	1750-0046-195	CAB HEADLIGHTS <i>Cab Headlights. Position: lower.</i>		1	10-04-22		1.00		
0	1750-0063	CNTRL CLAMSHELL OFFCR ENG COV <i>Clamshell controller mounted on officer's side of engine cover for Q2B.</i>		1	10-04-22		1.00		
0	1750-0072-592	12V OUTLET HOT <i>12 VDC electrical outlet wired battery hot. Location: driver side dash.</i>		1	10-04-22		1.00		
0	1750-0072-593	12V OUTLET HOT <i>12 VDC electrical outlet wired battery hot. Location: officer side dash.</i>		1	10-04-22		1.00		
0	1750-0073-585	ANTENNA UNIV BASE CAB MNTD <i>Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: driver side</i>		1	10-04-22		1.00		

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BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	1750-0073-587	<i>forward with coaxial cable terminating at the center of the dash board.</i> ANTENNA UNIV BASE CAB MNTD <i>Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: officer side</i>		1	10-04-22	1.00		
0	1750-0073-588	<i>forward with coaxial cable terminating at the center of the dash board.</i> ANTENNA UNIV BASE CAB MNTD <i>Antenna base Tessco P/N 90942 (NMO Motorola Style - also called MATM style) on cab roof. Location: officer side</i>		1	10-04-22	1.00		
0	1750-0075	<i>rearward with coaxial cable terminating at the center of the dash board.</i> CLUSTER GAUGE ENG QST/CII/TY X <i>English dominant main cab gauge cluster.</i>		1	10-04-22	1.00		
0	1750-0166	SW ATC OVERRIDE <i>ATC override switch.</i>		1	10-04-22	1.00		
0	1750-0198-K60	LOC - BATTERY CHARGER <i>Battery charger to be located L1 backwall offset forward up high.</i>		1	10-04-22	1.00		
0	1750-0265	GA SPEEDOMETER FOR OFFICER <i>Speedometer for officer side multiplex display.</i>		1	10-04-22	1.00		
0	1750-0423-0BH	PROGRAMMING INST SMRT WHL SW 1 <i>Programming instructions for auxiliary switch 1 on steering wheel switch pod. Switch function: 12v scene light on driver side of cab.</i>		1	10-04-22	1.00		
0	1750-0424-09V	PROGRAMMING INST SMRT WHL SW 2 <i>Programming instructions for auxiliary switch 2 on steering wheel switch pod. Switch function: Q2B.</i>		1	10-04-22	1.00		
0	1750-0425-0BI	PROGRAMMING INST SMRT WHL SW 3 <i>Programming instructions for auxiliary switch 3 on steering wheel switch pod. Switch function: 12v scene light on officer side of cab.</i>		1	10-04-22	1.00		
0	1750-0433	CHGR BATTERY LPC 80 120V <i>Battery charger Kussmaul LPC 80. 120 volt inlet, 80 amp output. Includes bar graph display.</i>		1	10-04-22	1.00		
0	1750-0449	SW MOMENTARY DPF REGEN DISABLE <i>Momentary DPF regeneration override switch.</i>		1	10-04-22	1.00		
0	1750-0450	WHEEL STEERING W/ SW PODS		1	10-04-22	1.00		

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BLOOMINGTON FIRE DEPARTMENT
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310 N LEE ST
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BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
		<i>Steering wheel with switch pods IPOS. Includes wiper functions, master warning sw, air horn sw, aux brake on/off and (3) aux switches. Required with Typhoon and Cyclone equipped with 4Front and all Quest. (Requires seperate programming options to activate aux switches)</i>							
0	1750-0483	CNTRL PSHBTN SWITCH OFFCR PNL <i>Control push-button switch on officer's switch panel for Q2B siren brake.</i>		1	10-04-22		1.00		
0	1750-0554	CAB HEADLIGHTS FIRETECH <i>FireTech LED cab headlights.</i>		1	10-04-22		1.00		
0	1750-0768	CAB STEP AREA LTG TNQ D07 <i>TecNiq D07 LED cab door step area lighting. Includes (2) lights at each door area. Lights to be switched with door ajar.</i>		1	10-04-22		1.00		
0	1750-0796	TURN TEQNIQ LED STRIP CLR <i>Turn signal TecNiq LED strip (PR) with clear lens and polished alum housing located between quad headlight bezels (New Typhoon and Cyclone only).</i>		1	10-04-22		1.00		
0	1750-0989-172	TURN WHL N M6 LED AMBER <i>Turn signal Whelen M6 LED amber pair located upper headlight bezel. Flash pattern will match rear selected pattern.</i>		1	10-04-22		1.00		
0	1750-1013-592	CAB OUTLET USB-A / USB-C HOT <i>Dual port USB charging receptacle in the cab wired battery hot. Includes USB-A and USB-C ports. Location: driver side dash.</i>		1	10-04-22		1.00		
0	1750-1013-593	CAB OUTLET USB-A / USB-C HOT <i>Dual port USB charging receptacle in the cab wired battery hot. Includes USB-A and USB-C ports. Location: officer side dash.</i>		1	10-04-22		1.00		
0	1750-1013-747	CAB OUTLET USB-A / USB-C HOT <i>Dual port USB charging receptacle in the cab wired battery hot. Includes USB-A and USB-C ports. Location: driver side rear cab wall in or below seat support structure as space allows.</i>		1	10-04-22		1.00		
0	1750-1013-748	CAB OUTLET USB-A / USB-C HOT <i>Dual port USB charging receptacle in the cab wired battery hot. Includes USB-A</i>		1	10-04-22		1.00		

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BANNER FIRE EQUIPMENT INC
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Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
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Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	1800-0013	and USB-C ports. Location: officer side rear cab wall in or below seat support structure as space allows. COOLING 2010-2024 EPA ENG Cooling system for use with Typhoon, Cyclone and Quest chassis. For use with 2010 - 2024 EPA engines. Includes coolant recovery system.		1	10-04-22		1.00		
0	3060-0023	BDY HP100P HD SDSTKR 300 Body aerial HP100 Platform SideStacker for use with 300 tank and 58-62K rear (252" WB). Includes driver and officer side full height compartments, extended height L1/L2 and R1/R2 compartments, extended hosebed (to rear), individual rear side compartments, left rear 18" wide staircase with pocket style drop down step and 34" wide ladder tunnel. Requires separate pump module option.		1	10-04-22		1.00		
0	3065-0004	BDY MOD AER - ADD UPPER CMPT Body modification - Add upper compartment over right side tandem axle. SideStacker only. Will shorten hosebed. Requires door option.		1	10-04-22		1.00		
0	3065-0006	BDY MOD AER - RR CNR STEPS SGL Body modification - Driver side rear of body to have 45 degree corner steps IPO standard turntable access.		1	10-04-22		1.00		
0	3065-0009	BDY MOD AER - RAISE RR LWR BDY Body modification - Raise the rear perimeter aft of rear jack legs 4" for improved angle of departure. Reduces height of rear side compartments and may eliminate the small lower storage area with combined rear side compartment option.		1	10-04-22		1.00		
0	3065-0035	BDY MOD AER - SHORT JACK Body modification - Modify compartments to allow for the short jack upgrade. This modification affects the applicable door salescodes and the compartment dimensions in specs. See layout for compartment dimensions. NOTE: Requires separate aerial section modifier.		1	10-04-22		1.00		
0	3090-0002	OAH RESTRICTION NONE OAH. Unit has no overall height		1	10-04-22		1.00		

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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	3090-0004	<i>restrictions.</i> OAL RESTRICTION NONE <i>OAL. Unit has no overall length</i> <i>restrictions.</i>		1	10-04-22		1.00		
0	3090-0006	HSBD CAPACITY REQUIREMENTS <i>The hose bed is to have the capacity for</i> <i>the following hose. Hose load shall be</i> <i>listed from driver to officer.</i> <i>Lay 1 - 600 ft. of 5.00 LDH Estimated</i> <i>Weight - 690 lbs.</i>		1	10-04-22		1.00		
0	3110-0360	BDY RR UN-PTD W/SM PLT OVERLAY <i>Rear of body to have un-painted smooth</i> <i>plate overlay style body panels to</i> <i>facilitate rear body striping.</i>		1	10-04-22		1.00		
0	3130-1014	MOD ENCLSD SM W/DBL SPLY EMAX <i>eMAX Pump module upgrade HP100 platform.</i> <i>Includes enclosed pump panel, compt on</i> <i>officer side (opposite pump panel),</i> <i>lower and upper storage areas, center</i> <i>front pump access doors, removable</i> <i>center floor in upper area, storage pan</i> <i>and boom support diamond plate filler</i> <i>panels. Lower storage area to hold (1)</i> <i>tray for 200' of 1.75" DJ preconnected</i> <i>hose and (1) tray for 200' of 2.5" DJ</i> <i>preconnected hose. Upper storage area to</i> <i>have transverse area accessible thru</i> <i>lift-up door each side. Note: Front body</i> <i>corner will be changed to 3" wide IPOs.</i> <i>Requires separate option for steps below</i> <i>intake / discharge panels.</i>		1	10-04-22		1.00		
0	3130-1087	MODULE SM AERIAL <i>Side mount pump module for aerials.</i> <i>Extruded aluminum with runningboards.</i>		1	10-04-22		1.00		
0	3134-0079	LWR PMP SIDE PANELS SS <i>The side pump intake / discharge panels</i> <i>to be stainless steel. eMAX only.</i>		1	10-04-22		1.00		
0	3134-0080	PMP CNTRL PNL DRV FWD BDY SS <i>Pump operator control panel in driver</i> <i>side forward body compartment to be</i> <i>stainless steel. eMAX only.</i>		1	10-04-22		1.00		
0	3136-0000-202	AIR HORN SWITCH AT PUMP PANEL <i>Air horn switch at pump panel. Switch to</i> <i>be labeled "Evacuation Alert".</i> <i>Location: driver side pump panel.</i>		1	10-04-22		1.00		
0	3136-0011	P-RUBBER IN FLEX JOINT		1	10-04-22		1.00		

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BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
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Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
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Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	3136-0064	<i>P-Rubber in flex joint(s) between pump module and/or body modules.</i> PAN HEAT PUMP COMPT BOTTOM <i>Heat pan. The lower area of the pump compartment to have a four (4) sided heat pan with two (2) removable (side to side) bottoms. Bottoms to be secured in the closed position with butterfly latches.</i>		1	10-04-22		1.00		
0	3136-0073	TRAY REMOVABLE POLY SPDLY <i>Speedlay, Removable Poly Speedlay Tray. The floor of the tray to be slotted to prevent the accumulation of water and allow for ventilation of wet hose. Includes vertical slotted hand hold cutouts on each end to facilitate easy removal of the hose tray. Qty ea.</i>		1	10-04-22		2.00		
0	3136-0106	HEATER PUMP COMPT (SGL) <i>One (1) pump compartment heater is to be mounted in the pump area. Locate as low as possible.</i>		1	10-04-22		1.00		
0	3300-0007-003	DR SGL VERT HNG PAINTED <i>Door single vertical hinged painted. Location(s): L1</i>		1	10-04-22		1.00		
0	3300-0007-007	DR SGL VERT HNG PAINTED <i>Door single vertical hinged painted. Location(s): L5</i>		1	10-04-22		1.00		
0	3300-0007-015	DR SGL VERT HNG PAINTED <i>Door single vertical hinged painted. Location(s): R1</i>		1	10-04-22		1.00		
0	3300-0007-018	DR SGL VERT HNG PAINTED <i>Door single vertical hinged painted. Location(s): R4</i>		1	10-04-22		1.00		
0	3300-0007-020	DR SGL VERT HNG PAINTED <i>Door single vertical hinged painted. Location(s): R6</i>		1	10-04-22		1.00		
0	3300-0007-O33	DR SGL VERT HNG PAINTED <i>Door single vertical hinged painted. Location(s): right side compartment opposite pump panel</i>		1	10-04-22		1.00		
0	3300-0011-005	DR SGL LIFT-UP PNTE <i>Door single horizontal hinged lift-up box pan configuration painted. Location(s): L3</i>		1	10-04-22		1.00		
0	3300-0011-006	DR SGL LIFT-UP PNTE <i>Door single horizontal hinged lift-up</i>		1	10-04-22		1.00		

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Vehicle Type	AERM-CYCN-100P
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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	3300-0025-019	box pan configuration painted. Location(s): L4 DR SGL DROP-DWN PNTED		1	10-04-22		1.00		
0	3300-0195-3EP	Door single horizontal hinged drop down painted. Location(s): R5. Door will have D-ring handle & chain hold open devices. DR RUP PAINTED TALL AMDOR		1	10-04-22		1.00		
0	3300-0289-008	Door roll up tall (greater than 45") with painted finish Amdor. Location(s):driver side pump control panel. DR DBL VERT HNG PTD ROT		1	10-04-22		1.00		
0	3300-0289-017	Door double vertical hinged w/rotary latches - painted . Location(s): L6 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate. DR DBL VERT HNG PTD ROT		1	10-04-22		1.00		
0	3300-0292-004	Door double vertical hinged w/rotary latches - painted . Location(s): R3 Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate. DR DBL VERT HNG PTD 3-PT ROT		1	10-04-22		1.00		
0	3300-0292-016	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): L2. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate. DR DBL VERT HNG PTD 3-PT ROT		1	10-04-22		1.00		
0	3300-0313	Door double 3-point vertical hinged w/rotary latches - painted. Location(s): R2. Includes latch handle extension installed on secondary door's interior latch with "PULL" tags using .125 plate. DR SGL LIFT-UP PNTED S/S HSBD		1	10-04-22		3.00		
0	3300-0353-009	Door single horizontal hinged lift-up box pan configuration painted for SideStacker style hose bed opening(s). Includes deflector at inside latch assembly if latch is in hose storage area. IPO flush smooth plate side. DR SGL VERT HNG PAINTED SMALL		1	10-04-22		1.00		
		Door single vertical hinged painted (small). For use on openings up to 450 sq in only. Location(s): L7							

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Vehicle Type	AERM-CYCN-100P
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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	3305-0001	COV HSBD-ALUM 2PC SDSTKR <i>Hosebed cover aluminum (2) piece with recessed handles, SideStacker. Note: This option effects hose bed capacity.</i>		1	10-04-22		1.00		
0	3305-0016-000-13	COV VINYL SPEEDLAY SIDES <i>Vinyl Black speedlay side covers. One pair per stacked speedlay.</i>		1	10-04-22		1.00		
0	3305-0022-000-13	COV VINYL RR FOR DP HB COV <i>Vinyl rear cover for diamond plate hose bed cover. Color: Black.</i>		1	10-04-22		1.00		
0	3305-0066	COV VINYL HEADBOARD OPENING <i>Vinyl cover for front headboard opening. Cover to be black with twist locks in the corners and snaps on the sides.</i>		1	10-04-22		1.00		
0	3310-0032	TBS PIKEPOLE RECSD FOR(6)POLES <i>Recessed tubes for (6) pike poles. Not available on HP75 SideStacker.</i>		1	10-04-22		1.00		
0	3310-0069	DRS REAR LADDER TUNNEL SMOOTH <i>Rear ladder tunnel doors. Vertically hinged smooth plate to match rear body finish.</i>		1	10-04-22		1.00		
0	3310-0075	WALL UPPER DUNNAGE 34 X 58 DP <i>Upper dunnage area extension 34 x 58 diamond plate.</i>		1	10-04-22		1.00		
0	3310-0096	DRS RR AERIAL MSTR/JCK CNTRLS <i>Doors for rear master and jack control controls. Doors will match rear body finish.</i>		1	10-04-22		1.00		
0	3310-0162	COV JACK LEG W/FIXED PNL DP(4) <i>Jack leg opening covers diamond plate (4) sets. Includes diamond plate outrigger covers and fixed diamond plate filler panels. HM100/HR100/110 requires surface mount warning lights.</i>		1	10-04-22		1.00		
0	3310-0310	PADS AUX JACK 26X26 DBL (4) F <i>Auxiliary jack pad 26X26 (4) with 20 degree formed handle. Includes (2) double mounting brackets.</i>		1	10-04-22		1.00		
0	3310-0793	COMPT MOD DRV WHLWELL COMBINED <i>Compartments over driver side wheel well to be internally combined.</i>		1	10-04-22		1.00		
0	3310-1089	BOX STOR FOR HNDHLD JACK CNTRL <i>Storage box for handheld jack control. Approx size: 14"wide x 8" high x 12" deep. Includes hinged access door with push button latch. Locate in driver side</i>		1	10-04-22		1.00		

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Dealer: 312098

BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
BLOOMINGTON, IL 61701

BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	3320-0100	rear staircase above the bottom step recessed in back wall. Door material to match staircase platework finish. STRAP SCBA BOTTLE BODY		1	10-04-22		1.00		
0	3320-0183-2MC	Strap, loop style to retain SCBA bottle(s). Locate one per bottle in each exterior body storage compartment. SCBA STRG 2 BOTTLE E-ONE		1	10-04-22		1.00		
0	3320-0183-2MD	E-ONE designed (2) SCBA bottle storage driver side rear wheel well offset forward over rearward wheel of tandem with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").		1	10-04-22		1.00		
0	3320-0183-2TB	SCBA STRG 2 BOTTLE E-ONE E-ONE designed (2) SCBA bottle storage driver side rear wheel well offset rearward over forward wheel of tandem with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").		1	10-04-22		1.00		
0	3320-0183-2TC	SCBA STRG 2 BOTTLE E-ONE E-ONE designed (2) SCBA bottle storage officer side rear wheel well offset forward over rearward wheel of tandem with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").		1	10-04-22		1.00		

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BANNER FIRE EQUIPMENT INC
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Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	3320-0183-495	Extinguisher (9"x7"x24.5"). SCBA STRG 2 BOTTLE E-ONE E-ONE designed (2) SCBA bottle storage driver side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").		1	10-04-22		1.00		
0	3320-0183-497	SCBA STRG 2 BOTTLE E-ONE E-ONE designed (2) SCBA bottle storage driver side rear wheel well offset rearward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").		1	10-04-22		1.00		
0	3320-0183-498	SCBA STRG 2 BOTTLE E-ONE E-ONE designed (2) SCBA bottle storage officer side rear wheel well offset forward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").		1	10-04-22		1.00		
0	3320-0183-500	SCBA STRG 2 BOTTLE E-ONE E-ONE designed (2) SCBA bottle storage officer side rear wheel well offset rearward with hinged door and push button latch. Door material to match wheel well material. Holds standard size SCBA bottle, 20lbs ABC Extinguisher (10.25"x7"x24") or 2.5 gal Water Extinguisher (9"x7"x24.5").		1	10-04-22		1.00		
0	3330-0002-050	SLIDEOUT PLTFRM-ROLLERLESS Slide-out platform, rollerless. Includes chrome grab handle centered on the front face of the platform (includes hand rail as applicable). Located below driver side pump panel.		1	10-04-22		1.00		
0	3330-0158	STEP BLW PUMP PANEL EMAX (PR) Step below side intake / discharge panel (PR). Gator grip diamond plate. Each		1	10-04-22		1.00		

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Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
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Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	3330-0340	<i>location requires a minimum of (1) handrail / handhold per NFPA. eMAX only.</i> HNDRL KNURLED 1 PC UPGRADE <i>Handrail upgrade for pump enclosure (as applicable) and rear body handrails (excludes chrome grab handles if equipped) replaced with Brey-Krause Mfg. Co. one piece knurled SS IPOS.</i>		1	10-04-22	1.00		
0	3340-0059	FUEL FILL RECESSED (PR) <i>Recessed fuel fills for dual fuel fill application, (1) each side in rear wheel wells.</i>		1	10-04-22	1.00		
0	3340-0093	MUDFLAPS BLACK E-ONE <i>Mud flaps, rear, black with E-ONE logo.</i>		1	10-04-22	1.00		
0	3340-0107	WHEEL WELL TANDEM AXL DP <i>Diamond plate tandem axle wheel well. Includes bolt-on composite wheel well liners and welded alum fenderettes.</i>		1	10-04-22	1.00		
0	3340-0111-701	BRKT HORIZONTAL LADDER <i>Horizontal ladder bracket. Location and type of ladder: over L1 for Little Giant model 17.</i>		1	10-04-22	1.00		
0	3340-1137-12C	EQUIPMENT ALLOWANCE <i>Equipment allowance on the apparatus shall be 2500 lbs. This allowance is in addition to the weight of the hoses and ground ladders listed in the shop order as applicable.</i>		1	10-04-22	1.00		
0	3340-1650	TRIM S/S BOTTOM EDGE LRG PKG <i>Stainless steel trim on bottom edge of all body compartment openings with painted edge. Large aluminum bodies.</i>		1	10-04-22	1.00		
0	3365-0076-4QP	TUNNEL LAD CNTR MTD HP100P <i>Center mounted ladder tunnel for HP100 Platform. Note: 1" aerial raise required with 30' and larger 3-section ladder in tunnel. Rack to hold: 35' 1200-A, 28' 1200-A, 24' 900-A, (2)16' roof 875-A/DR and 10' attic 585-A.</i>		1	10-04-22	1.00		
0	3370-0246	SHELF ADJ NON-TRANSV <i>Adjustable shelf for non-transverse compartments. Location: L2; L6; R2; R4</i>		1	10-04-22	4.00		
0	3370-0247	TRACK SHELF/TRAY <i>Tracks for adjustable shelf and/or adjustable tray in a compartment.</i>		1	10-04-22	4.00		

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BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	3380-0498	<i>Location:</i> L2; L6; R2; R4 TRAY FLR MNT W/500LB SLDS <i>Tray, floor mounted roll-out with gas spring. 500 lbs. capacity. Location:</i> L2; R2; R6		1	10-04-22	3.00		
0	4005-0033	RATING 2000 GPM <i>Rating 2000 GPM</i>		1	10-04-22	1.00		
0	4005-0241	***PUMP MAC1 1250-2000 1/S <i>MAC1 1250-2000 GPM TAC pump, single stage for eMAX applications. Requires primer option.</i>		1	10-04-22	1.00		
0	4010-0030	TANK WATER 300 GALLON <i>300 Gallon Water "T" Tank. For use with Aerial applications only.</i>		1	10-04-22	1.00		
0	4015-0008	ANODES HALE PUMP - PR <i>Zinc anodes for Hale pump (PR), (1) discharge side and (1) intake side.</i>		1	10-04-22	1.00		
0	4015-0012	PUMP SHIFT OVERRIDE <i>Pump shift override, side panel mounted.</i>		1	10-04-22	1.00		
0	4015-0053-198	STEAMERS FLUSH + 1 <i>Steamers to be Flush + 1". Location: driver's side.</i>		1	10-04-22	1.00		
0	4015-0053-199	STEAMERS FLUSH + 1 <i>Steamers to be Flush + 1". Location: officer's side.</i>		1	10-04-22	1.00		
0	4015-0144	DRAIN MASTER RMT MANUAL <i>Manual remote operated master pump drain. The master drain control shall be clearly marked and placed in accessible location below running board on driver side or L1 compartment.</i>		1	10-04-22	1.00		
0	4015-0210	COOLER PUMP 1/4 TURN VLV <i>Pump cooler with Innovative Control 1/4 turn valve with "T" handle and label.</i>		1	10-04-22	1.00		
0	4015-0242	PRIMER TRIDENT AIR 3 BARREL <i>Trident primer W/3 barrel push button control. For use with 1250 GPM and larger pumps. Requires 15.6 CFM or larger engine air compressor.</i>		1	10-04-22	1.00		
0	4415-0054-583	DIS 4.0/3.0 RH PNL MAN AKR <i>4" Right Pump Panel Discharge with 3" Akron Manual Valve (Waterous pumps noted location to be forward lower port). Location: right side discharge 1.</i>		1	10-04-22	1.00		
0	4415-0161-581	DIS 2.5 LH PNL MAN AKR DRP		1	10-04-22	1.00		

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BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
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BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	4415-0161-582	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 1. DIS 2.5 LH PNL MAN AKR DRP		1	10-04-22		1.00		
0	4415-0164-584	2.5" Left Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: left side discharge 2. DIS 2.5 RH PNL MAN AKR DRP		1	10-04-22		1.00		
0	4415-0510	2.5" Right Panel Discharge Akron Manual Valve w/30 Degree Chrome Droop. Location: right side discharge 2. DIS 1.5/2.5 SPDLY DBL MAN AKR		1	10-04-22		1.00		
0	4415-0552	1.5"/2.5" Double Speedlay with Akron Manual Valves (1) 1.5" speedlay, and (1) 2.5 speedlay. DIS 1.5 FR BPR CRSLY MAN AKR		1	10-04-22		2.00		
0	4415-0958	1.5" Front Bumper Crosslay Discharge Akron Manual Valve. ***SPEEDLAY PLUMBING LOCATION		1	10-04-22		1.00		
0	4415-1246	Speedlay plumbing to have 2.5" forward and 1.5" rearward. DECON DISCH .75 NON-HEAT OFF		1	10-04-22		1.00		
0	4415-1247	Decontamination discharge 3/4" with valve; non-heated. Includes pressure reducing valve. Location; Officer side pump panel. DECON DISCH .75 NON-HEAT DRV		1	10-04-22		1.00		
0	4415-1274	Decontamination discharge 3/4" with valve; non-heated. Includes pressure reducing valve. Location; Driver side pump panel. DIS 4.0 WWY ELE AKR		1	10-04-22		1.00		
0	4417-0175	4" waterway discharge w/ Akron electric valve. Requires valve controller option. CNTRL PUSH/PULL T-HNDL IC		1	10-04-22		1.00		
0	4417-0176	Innovative Controls push/pull valve controls with locking T handles. VLV 3/4 BLEEDER/DRAIN IC LFT		1	10-04-22		9.00		
0	4417-0185	Innovative Controls 3/4" bleeder/drain valve include lift lever with ergonomic grip. BEZEL DISCH/INTAKE IC SM		1	10-04-22		1.00		
0	4417-0313-1PC	Innovative Controls discharge and intake bezels with integral color code and verbiage for side mount pump panel. CNTRL AKR NAV PRO 9333		1	10-04-22		1.00		

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310 N LEE ST
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BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	4417-0313-359	Akron 9333 Navigator Pro 2 electric valve controller with full color LCD display. Locate on pump operator panel to control tank to pump. CNTRL AKR NAV PRO 9333 Akron 9333 Navigator Pro 2 electric valve controller with full color LCD display. Locate on pump operator panel to control waterway discharge.		1	10-04-22	1.00		
0	4417-0419	MANUAL VALVE OVERRIDE MODS Manual electric valve override control rod extensions shall be provided. Installation includes angled gear boxes, brackets and rod supports required to transition from the valve to the exterior of the pump module. Each includes a circular panel cut out on the officers side and tagged for each valves function Price each per electric valve control.		1	10-04-22	1.00		
0	4435-0026-359	FLOW METER Flowminder System. Discharge: waterway discharge.		1	10-04-22	1.00		
0	4435-0034	GA FUEL LEVEL Fuel level gauge on pump operator's panel.		1	10-04-22	1.00		
0	4435-0273	FLOW METER TOTALIZER Class 1 flow meter totalizer button. Location Pump operator panel.		1	10-04-22	1.00		
0	4435-0347-527	GA IC 10LED TNK LVL WTR/PSTNK2 IC 10 LED SL series/Whelen PSTank2 water tank level gauge package. Location of Whelen PSTank2 Strip Lights: each side of cab rear of front doors.		1	10-04-22	1.00		
0	4435-0393	GA HEATER KIT IC Innovative Controls gauge heater and cables for 4 gauges.		1	10-04-22	2.00		
0	4435-0394	GA HEATER CABLE IC Cable for IC gauge heater system. additional (EA).		1	10-04-22	3.00		
0	4435-0451	GA PRESS IC TC 2.5" Innovative Controls TC Series 2.5" (63MM) pressure gauge with chrome bezel.		1	10-04-22	9.00		
0	4435-0453	GA PRESS IC TC 4" DUAL BZL Innovative Controls TC Series 4" (100MM) Master pressure gauges with dual chrome		1	10-04-22	1.00		

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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	4435-0458	bezel. Includes integrated test ports and alarm. GA PRESS 0-400/30-0-400 Pump panel pressure gauges to be 0-400 / Master Intake gauge to be 30-0-400.		1	10-04-22	1.00		
0	4440-0005	INT 2.5 LH PNL AKRON VALVE 2.5" Left Intake Akron Manual Valve.		1	10-04-22	1.00		
0	4440-0006	INT 2.5 RH PNL AKRON VALVE 2.5" Right intake Akron manual valve.		1	10-04-22	1.00		
0	4445-0048	VLV INT RELIEF PRESSURE TFT Intake pressure relief valve, Task Force Tips.		1	10-04-22	1.00		
0	4450-0010	TANK FILL 2.0 AKRON VLV 2" tank fill Akron manual valve.		1	10-04-22	1.00		
0	4450-0324	TTP 3.0 ELE AKR 3" Tank to pump w/ Akron electric valve. Requires valve controller option.		1	10-04-22	1.00		
0	4460-0003	PMP PNL TAGS COLOR CODED Pump panel tags color coded per NFPA compliance.		1	10-04-22	1.00		
0	4460-0058	PUSH PULL HANDLE ORIENTATION Push-pull handles on the pump operator's panel to be oriented vertical. eMAX only.		1	10-04-22	1.00		
0	4465-0047	GOV PRESS FRC PUMPBOSSE PBA500 FRC PumpBoss pressure governor PBA500 series. Includes engine monitor gauges.		1	10-04-22	1.00		
0	4475-0000	PUMP CERT 750-2250 GPM Pump certification 750-2250 GPM (or metric/imperial equivalent).		1	10-04-22	1.00		
0	5010-0039	ELEC SYSTEM AERIAL V-MUX V-MUX Electrical system for aerials.		1	10-04-22	1.00		
0	5010-0049	VEHICLE DATA RECORDER Vehicle data recorder - 2009 / 2016 / 2024 NFPA compliant. Includes occupant detection shown in multiplex display. E-ONE chassis only.		1	10-04-22	1.00		
0	5010-0055-168	DISPLAY VISTA IV (EA) Vista IV display for V-MUX electrical system. Location: officer's side engine cover.		1	10-04-22	1.00		
0	5010-0055-649	DISPLAY VISTA IV (EA) Vista IV display for V-MUX electrical system. Location: driver's side engine cover.		1	10-04-22	1.00		
0	5010-0094	SPRAY CORROSION INHIBITING		1	10-04-22	1.00		

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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	5100-0036-03G	Nanoprotech (or equivalent) corrosion inhibiting spray coating to be applied on all exposed electrical connections. PROGRAMMING INSTRUCTIONS Additional programming instructions: warning light at each cab door to activate with respective door.		1	10-04-22	1.00		
0	5100-0036-1V1	PROGRAMMING INSTRUCTIONS Additional programming instructions: scene light portion of wheel well M6V lights wired through reverse.		1	10-04-22	1.00		
0	5100-0036-2ZP	PROGRAMMING INSTRUCTIONS Additional programming instructions: the scene light portion of the M6V lights to activate with appropriate turn signal.		1	10-04-22	1.00		
0	5100-0165	ALARM DOOR AJAR Audible door ajar alarm wired through door ajar light. For use with multiplex display(s) only.		1	10-04-22	1.00		
0	5110-0004	FLASHER ALTERNATING FOR HDLTS Alternating flasher for headlights. Not available on Ford chassis.		1	10-04-22	1.00		
0	5110-0017	ALARM BACK-UP 97 DB Back-up alarm 97 dB.		1	10-04-22	1.00		
0	5110-0219-762	12V BLUE SEA PWR DIST MODULE Blue Sea 12V power distribution module model 5032. Location: behind officer's seat.		1	10-04-22	1.00		
0	5150-0017	LT LICENSE PLATE LED License plate light LED with chrome housing located at the rear of the body.		1	10-04-22	1.00		
0	5150-0068	LTS BRITAX LED AMBR/RED (PR) Marker lights Britax LED amber/red rubber housed mounted on the rear body corners angled down.		1	10-04-22	1.00		
0	5150-0233	LTS MRKR PKG BDY/CAB LED-PLAT Marker light package cab / body LED. Body lights to be .75" Dia TecNiq for custom cab with rear mount aerial platform bodies only. Includes (3) TecNiq marker lights on front of platform.		1	10-04-22	1.00		
0	5150-0299-5WD	TURN SIGNAL PROGRAMMING Front (if applicable) and rear turn signal flash pattern: sequential arrow.		1	10-04-22	1.00		
0	5150-0303	LTS S/T/T/BU M6 LED VRT 3		1	10-04-22	1.00		

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Vehicle Type	AERM-CYCN-100P
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Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	5300-0506-000-4V	Whelen M6 series LED vertical mount tail lights. Includes LED stop/tail, turn and back-up lights with vertical 3 light housing and weatherproof connectors. Requires turn signal flash pattern. LIGHTBAR LED COLOR (FRONT) Front light bar LED color: Red/White with clear lenses (If applicable, includes side facing when colors are the same.)		1	10-04-22		1.00		
0	5300-0515	MOUNT WHLN STD FRT BARS (4) Whelen MKEZ7 1.5" standard mount for mini front light bars (4).		1	10-04-22		1.00		
0	5300-0523	LT BAR WHLN F4 MINI (PR) PLT Whelen F4 Mini-Freedom LED side facing front cab light bars (PR) 21.5" . For use on rear mount platforms with supplemental upper level Zone A warning lights. Locate one each side front cab corners side facing.		1	10-04-22		1.00		
0	5300-0819	LT BAR WHLN WCX IPOS (EA) The configured Whelen light bar shall be the WeCanX model in place of standard. Quantity is per light bar configured. For use with Whelen Cencom Core System. See spec for lighting compatibility.		1	10-04-22		2.00		
0	5310-0012	SHIELD DIR LT DIA PLT Diamond plate shield over rear directional light.		1	10-04-22		1.00		
0	5310-0020-846	LOC - DIRECTIONAL LT BR CNTRL Directional light bar control is to be located center overhead console offset to driver side.		1	10-04-22		1.00		
0	5310-0025	DIRECTIONAL LT WIRING CIRCUIT Directional light circuit wiring through upper level warning.		1	10-04-22		1.00		
0	5310-0116	LT DIR WHLN SPLIT TAM83S2 LED Whelen split traffic advisor model TAM83S2 LED - (2) 14" long, with clear lenses.		1	10-04-22		1.00		
0	5350-0182	CAMERA SIDE SFTY VIS OFF CAB Safety Vision officer's side camera SV-622RS w/ SV-512 cable. Requires Safety Vision back-up camera option. Camera to be located on front cab corner interlocked with right turn signal.		1	10-04-22		1.00		

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BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
BLOOMINGTON, IL 61701

BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	5350-0186	Camera to be approx 31" up from bottom of cab (35" with lowered cab step option). Camera only - does not include monitor. SPKR BACK-UP CAMERA Back-up camera speaker. For use with multiplex electrical system. Located in cab accessible to driver.		1	10-04-22		1.00		
0	5350-0192	CAMERA RR SAFETY VISION Safety Vision back-up camera wired through multiplex display. Video displays automatically when transmission is in reverse. Camera only - does not include monitor.		1	10-04-22		1.00		
0	5350-0244-202	INTRCM AER FRC ACT 3-WAY FRC ACT 3-way aerial intercom to provide communications between the turntable control station, the aerial tip and driver side pump panel.		1	10-04-22		1.00		
0	5380-0111	LT COMPT AMD LED MED CABINET Compartment light Amdor LED for medical cabinet (EA).		1	10-04-22		2.00		
0	5380-0145	LT COMPT PKG AMDOR LED LG DUAL Compartment light package Amdor Luma-Bar LED for large bodies. Includes two lights per compartment (four if transverse).		1	10-04-22		1.00		
0	5380-0280	LT GROUND PKG TECNIQ LED LG Ground light package TecNiq T440 4" LED - large.		1	10-04-22		1.00		
0	5380-0285	LT STEP PKG TECNIQ LED SM Step light package body TecNiq T440 4" LED - small.		1	10-04-22		1.00		
0	5380-0323	LTS EON STEP/GRND AUX STEP The auxiliary steps below the cab doors and/or below pump module/body (if applicable) to have EON LED lights to illuminate the stepping surface and ground below (IPO lights indicated in the main ground light package).		1	10-04-22		1.00		
0	5380-0325	LT LADDER TUNNEL LED EON (EA) EON LED ladder tunnel light (EA).		1	10-04-22		2.00		
0	5390-0007	DECK LIGHT WIRING CIRCUIT Deck/scene light circuit wiring through chassis reverse. Requires rear deck or scene light.		1	10-04-22		1.00		

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0	5390-0025	CAB SCENE LIGHTS-SWITCHING <i>Cab scene lights are to be switched with cab doors in addition to standard.</i>		1	10-04-22		1.00		
0	5390-0230	LT HOSEBED FRTH WL2000 LED W <i>Hose bed light FireTech model WL2000 LED with white housing. Locate center front of hose bed. Switched with work light switch in cab.</i>		1	10-04-22		1.00		
0	5390-0264-397	LT SCENE FIRETECH FT-GESM (PR) <i>FireTech FT-GESM scene lights (PR) with chrome flange (when required) and weatherproof connectors. Switch in cab (driver and officer side lights switched separately). Locate: (1) each side of cab, rearward of forward doors, up high.</i>		1	10-04-22		1.00		
0	5390-0334-446	LT SCENE FIRETECH FT-GSMJR PR <i>FireTech FT-GSMJR scene lights (PR) with chrome flange and weatherproof connectors. Switch in cab (driver and officer side lights switched separately). Locate: (1) each side at rear below pike pole compts.</i>		1	10-04-22		1.00		
0	5400-0008	LT WIRING-PUMP PANEL LT <i>(1) pump panel light over the pump control area to be wired to come on when pump shift is placed in pump. (Side mount forward light noted, Top Mount is center light.)</i>		1	10-04-22		1.00		
0	5400-0057	LT DOME RED/WHITE PKG LED <i>Dome lts red/white 4" LED (4). Lights to be located two front and two rear. White light wired through door and light assembly mounted rocker switch. Red light through light assembly mounted rocker switch.</i>		1	10-04-22		1.00		
0	5400-0185	LT PUMP COMPT TECNIQ LED (EA) <i>LED pump compartment light (EA).</i>		1	10-04-22		1.00		
0	5400-0224	LT ENGINE COMPT LED (EA) <i>Engine compartment light Optronics LED Series ILL22 (EA).</i>		1	10-04-22		1.00		
0	5400-0259	LT PMPPNL E10 LED 6 LT SM PKG <i>TecNiq model E10 pump panel LED light package with (3) lights per side pump panel. Pump panels over 45" may require additional lights. Side mount only.</i>		1	10-04-22		1.00		
0	5450-0337-493	LT FIRETECH 35" BROW MT WHT		1	10-04-22		2.00		

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Vehicle Type	AERM-CYCN-100P
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Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	5450-0759-09U	<i>FireTech 35" 12V mini brow light with white housing and flood optics. Includes switch in cab (driver and officer side facing lights switched separately). Location: driver and officer side over rear cab door.</i> FIRETECH LT SHIELD (EA)		1	10-04-22		1.00		
0	5450-0759-961	<i>Diamond plate light shield for Firetech scene light (EA). Sized as applicable for optioned light fixture. Location: officer side over forward tandem wheel.</i> FIRETECH LT SHIELD (EA)		1	10-04-22		1.00		
0	5450-0850-09U	<i>Diamond plate light shield for Firetech scene light (EA). Sized as applicable for optioned light fixture. Location: above forward area of L3.</i> LT FIRETECH 35" BRKT MT WHT		1	10-04-22		1.00		
0	5450-0850-961	<i>FireTech 35" 12V mini brow light (EA) with white housing and flood optics. Includes switch in cab (driver and officer side facing lights switched separately). Location: officer side over forward tandem wheel.</i> LT FIRETECH 35" BRKT MT WHT		1	10-04-22		1.00		
0	5470-0004-546	<i>FireTech 35" 12V mini brow light (EA) with white housing and flood optics. Includes switch in cab (driver and officer side facing lights switched separately). Location: above forward area of L3.</i> RECPT 20AMP/110V 3-PRONG INT		1	10-04-22		1.00		
0	5500-0010-210	<i>Receptacle household 20A/110V duplex 3-prong NEMA 5-20 with cover plate interior mounted wired to inlet receptacle. Location: In cab officer side on 3 x 3 post rear facing just above engine cover (or seat riser if in a Hush).</i> SIREN FED Q2B-FLUSH BMPR MNT		1	10-04-22		1.00		
0	5500-0015	<i>Federal Q2B siren - flush mounted in bumper. Location: center front bumper. Requires activation switch.</i> SIREN WHELEN 295SLSA1 W/MIC		1	10-04-22		1.00		
0	5500-0024-170	<i>Whelen model 295SLSA1 siren with microphone (replaced 295HFS1).</i> LOC - ELECTRONIC SIREN		1	10-04-22		1.00		

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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	5510-0029-209	<i>The primary electronic siren control is to be located center overhead.</i> SPKR FED DYNAMAX ES100-E1 <i>Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: driver side front bumper.</i>		1	10-04-22		1.00		
0	5510-0029-211	<i>Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: officer side front bumper.</i> SPKR FED DYNAMAX ES100-E1 <i>Speaker, Federal Signal Dynamax ES100 with "E-ONE" grille through bumper. Location: officer side front bumper.</i>		1	10-04-22		1.00		
0	5600-0092-189	OPTICOM EMITTER 3M #792HF <i>Opticom Emitter 3M #792HF. Emitter with filter and control only. Wire through parking brake. Location: front of cab above grille.</i>		1	10-04-22		1.00		
0	5600-0385-479-4T	LT WHLN ROTABEAM LED R316 (PR) <i>Whelen Super LED ROTA-BEAM beacon (PR) model R316 Series RED with CLEAR lenses domes. Location rear upper body on aerial style brackets.</i>		1	10-04-22		1.00		
0	5600-0385-C63-4T	LT WHLN ROTABEAM LED R316 (PR) <i>Whelen Super LED ROTA-BEAM beacon (PR) model R316 Series RED with CLEAR lenses domes. Location each side to rear of L2/R2 on aerial style brackets, top of light even with top of body.</i>		1	10-04-22		1.00		
0	5600-0787-3RH-4T	LT WHLN M2W LED (PR) <i>Warning light Whelen M2W Wide Angle Super LED warning lights (PR). Surface mounted w/chrome flanges (if applicable). Location: (1) each side NFPA/ULC required lower zone rear side facing, color will be RED with RED lenses.</i>		1	10-04-22		1.00		
0	5600-0789-3RG-4T	UTS WHLN M6V2 LED (PR) <i>Warning/ground light Whelen M6V2 series Linear Super LED (PR). Location: (1) each side NFPA/ULC required lower zone midship side facing, color will be RED with RED lenses.</i>		1	10-04-22		1.00		
0	5600-0850-170	ADDED NOTE: Mount as high as possible. LT HAZARD TECNIQ S38 LED <i>Hazard (door ajar) light TecNiq S38 LED red. Location: center overhead.</i>		1	10-04-22		1.00		
0	5600-0917	SENSOR WHELEN PHOTOCELL <i>Sensor, photocell Whelen LCPHOTO. For</i>		1	10-04-22		1.00		

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BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
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Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	5600-0918	use with Whelen CenCom Core system. FLASHER WHELEN CENCOM CORE Whelen CenCom Core lighting control system. Will only flash compatible heads, all non-compatible heads will be wired through controller to use light head built in flasher. Requires separately added 5600-0917 for the Photocell functionality. Requires WeCanX light bar if light bar flash control is required. See spec for lighting compatibility.		1	10-04-22		1.00		
0	5600-0948-3RE-4	ULTS WHLN M6 SUPER LED (PR) Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side NFPA/ULC required lower zone front facing.		1	10-04-22		1.00		
0	5600-0948-3RF-4	ULTS WHLN M6 SUPER LED (PR) Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side NFPA/ULC required lower zone forward side facing.		1	10-04-22		1.00		
0	5600-0948-3RI-4	ULTS WHLN M6 SUPER LED (PR) Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side NFPA/ULC required lower zone rear facing.		1	10-04-22		1.00		
0	5600-0948-464-4	ULTS WHLN M6 SUPER LED (PR) Warning light Whelen M6 series Linear Super LED (PR) RED with RED lenses. Location: (1) each side of cab down low just ahead of rear doors.		1	10-04-22		1.00		
0	6100-0117	PLATFORM HP100 SIDESTACKER Platform HP100 with -10 degree travel and fabricated SideStacker style turntable. Includes left side console, turntable mansaver bars and jack leg flood lights.		1	10-04-22		1.00		
0	6100-0118	SHORT JACK SYS RR MNT AER Short jack upgrade for HP 100 Platform and 95-Platform/CR100/CR137 with Deluxe AACS. Includes additional lift cylinders at each end of criss-cross under-slung jacks. Requires SJ body modifier 3065-0035.		1	10-04-22		1.00		
0	6100-0144	JACK LEG ZINC COATED (4)		1	10-04-22		1.00		

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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	6100-0199	Aerial jack leg beams and feet to be zinc flame spray coated before paint (4 sets). HNDRL MOD - REVERSE MTD MNSVRS Turntable handrails shall be modified to have Mansaver bar(s) reverse mounted (hinge to side handrail IPO rear handrail). Applies to Mansaver bars on same side(s) as turntable access staircase (Will not apply to right side of SideStacker body with folding step access to turntable).		1	10-04-22	1.00		
0	6150-0001	FILTER ISOLATION KIT Aerial hydraulic filter isolation kit.		1	10-04-22	1.00		
0	6150-0003-216	GA AER HYD OIL LVL Gauge aerial hydraulic oil level. Electronic display to be located on pump operator's panel.		1	10-04-22	1.00		
0	6300-0235	MON TFT FLEX ELEC PLTFM Monitor TFT Flex electric for platform. Includes Valve Under Monitor (VUM) and monitor controls at turntable console and in platform. Monitor and VUM have a powder coated silver finish. Requires separate nozzle option. Use option 6300-0239 for 2.5" discharge elbow(s) if required.		1	10-04-22	1.00		
0	6300-0243	TIPS STACKED TFT TFT Quad stacked tips with stream shaper (model TFT YST-4NN). For use with Flex monitor.		1	10-04-22	1.00		
0	6350-0005	INLET 4.0 REAR WWAY Rear 4" NST waterway inlet for rear mounted aerals. Includes chrome cap.		1	10-04-22	1.00		
0	6350-0012-219	VLV 2.5" AKRON PLTFRM Akron 2.5" valve for platform. Valve to be located at the left rear of platform.		1	10-04-22	1.00		
0	6350-0014	ELBOW 2.5" W/RDCR FOR PLT DSCH 2.5" chrome elbow with 2.5" x 1.5" reducer and 1.5" cap for platform / ladder discharge valve.		1	10-04-22	1.00		
0	6350-0162	GA PRESS IC TC 2.5" WTRWY Innovative Controls TC Series 2.5" (63MM) waterway inlet pressure gauge (0-400) with chrome bezel.		1	10-04-22	1.00		
0	6400-0010	OUTLET BREATHING AIR AT T/TBLE		1	10-04-22	1.00		

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0	6400-0011	Additional breathing air outlet at turntable console. Includes filter. OUTLET BREATHING AIR ADDL (PR)		1	10-04-22	1.00		
0	6400-0013	Breathing air outlets additional in platform (PR). BREATHING AIR-PLFM (1) 509CF		1	10-04-22	1.00		
0	6500-0001-221	Breathing air platform with (1) 509CF cylinder. Includes low air alarm. BOX HOSE FOR 50' 2.5"		1	10-04-22	1.00		
0	6500-0011-139	Hose box for 50' of 2.5" DJ hose located left side of platform. TB FOR 6' PIKE POLE ON LAD		1	10-04-22	1.00		
0	6500-0019-139	Pike pole tube for 6' pole on ladder. Location: right side fly section. BRKT AXE MTD ON AERIAL		1	10-04-22	1.00		
0	6500-0023	Axe bracket mounted on aerial. Includes pick cover. For use with a 6 lb axe only. Location: right side fly section. ROLLER ROPE DUAL FOR AERIAL		1	10-04-22	1.00		
0	6500-0028	Dual rope roller for aerial. GUIDES RAPPELLING ROPE (PR)		1	10-04-22	1.00		
0	6500-0060	Rappelling rope guides located each side on front hand rail of platform. 95-Platform with taper corner bucket, HP95MM and HP/HPS100 Platforms only. ANCHOR SFTY BLT HD PLTFRM		1	10-04-22	1.00		
0	6500-0145	Heavy duty safety belt anchor points on platform, (5) inside and (2) outside. Anchors to be NFPA 1900 compliant. LIFTING EYE / TIE-OFF PKG		1	10-04-22	1.00		
0	6500-0149-1CG-5	Lifting eye / tie-off package for HP100 Platform. Includes lifting eyes each side (ahead of mainrail) at tip of base and a tie-off point on each turntable trunnion. BRKT STOKES BSKT ON BASE		1	10-04-22	1.00		
0	6500-0151	Stokes basket storage brackets for use with Ferno Model 71 Stokes. The stokes basket shall mount to the base section on the right side toward front. Stokes not included. RCVR STOKES BSKT HP/HPS100 PLT		1	10-04-22	1.00		
0	6500-0313-5ZQ	Stokes basket receiver for HP/HPS100 Platforms. Stokes and storage brackets on side of base not included. BOX STOR CUT SAW W/CVR AER		1	10-04-22	1.00		

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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
		<i>Diamond plate storage box with hinged lid to outside for chain or power cut saw or other equipment. Box to be approx 38L x 16W x 16D includes butterfly latch, gas shock hold-upen, grab handle & notch to clear extension system components (if applicable). Capacity 25lb. with tag attached to lid. Location: Left side base section forward.</i>							
0	6550-0032	LTS WHLN M6 LED FOR PLTFM (4) <i>Whelen M6 Super LED red warning lights (4). Located down low across front of platform wired to upper level lights.</i>		1	10-04-22		1.00		
0	6550-0033-224-4U	LTS WHLN M6 LED PLTFM (PR) <i>Whelen M6 Super LED RED with RED lenses warning lights on platform (PR). The lights shall be switched with aerial master and located on each side on on the side of the ground pad brackets.</i>		1	10-04-22		1.00		
0	6550-0096	LTS WHLN OUTRGGR WARN LED (4) <i>Outrigger warning lights (4) LED. Whelen M6V2R Super LED.</i>		1	10-04-22		1.00		
0	6560-0084-000-03	LTS LAD CLMBG LED RM PLT (SGL) <i>Ladder climbing lights Luma-Bar Pathfinder LED strip for 95-Platform and HP100 Platform (one side). Color: Blue.</i>		1	10-04-22		1.00		
0	6560-0127	LT FT WL3500 LED AT BASE (PR) <i>FireTech model FT-WL3500-FT-W LED flood/spot light with white housing (PR). Includes hardwired switch on turntable console. Location: left and right side of base section.</i>		1	10-04-22		1.00		
0	6560-0202-235	LIGHT FT-WL-X-9 LED AT TIP <i>FireTech model FT-WL-X-9-FT-W-SH LED flood/spot light with white housing. Includes switch on lighthouse and turntable console. Location: left side front of platform.</i>		1	10-04-22		1.00		
0	6560-0220-237	LT FIRETECH 11" DBL STK BRK MT <i>FireTech 11" 12V double stack bracket mounted light at tip with black housing. Includes switch on platform or turntable console. The light assembly shall be located: center front of platform.</i>		1	10-04-22		1.00		
0	6560-0220-23M	LT FIRETECH 11" DBL STK BRK MT		1	10-04-22		1.00		

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Vehicle Type	AERM-CYCN-100P
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Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	6560-0220-40Z	<i>FireTech 11" 12V double stack bracket mounted light at tip with black housing. Includes switch on platform or turntable console. The light assembly shall be located: left side of platform offset rearward.</i> LT FIRETECH 11" DBL STK BRK MT		1	10-04-22	1.00		
0	6560-0220-598	<i>FireTech 11" 12V double stack bracket mounted light at tip with black housing. Includes switch on platform or turntable console. The light assembly shall be located: center rear of platform facing down.</i> LT FIRETECH 11" DBL STK BRK MT		1	10-04-22	1.00		
0	6600-0009	<i>Parapet roof ladder bracket for platform. For use with Alcolite and Duo Safety roof ladders (not included). Available on HP100 Platform, HP95MM Platform and 95-Platform with angle corners. Note: Option is not compatible with Duo Safety fiberglass ladders.</i> BRKT PARAPET ROOF LAD		1	10-04-22	1.00		
0	6600-0026	<i>Roof ladder bracket lift out. Locate inside the left side fly section for a 875A-16. Avail on HP100P, 95RM and 95MM.</i> BRKT ROOF LAD ON FLY 875A-1		1	10-04-22	1.00		
0	6750-0002-000-18	<i>Aerial sign plates 22 x 144 (PR) painted non-metallic color. Does not include lettering. Color: FLNA 4006 E-ONE WHITE.</i> PLATE AERIAL SIGN 22X144 (PR)		1	10-04-22	1.00		
0	6750-0014	<i>Brackets to allow for a larger than standard sign plate on a HP style device. Does not include sign plates.</i> BRKT AER SIGN PLT HP DEVICE		1	10-04-22	2.00		
0	6850-0012	<i>Hinged cover for platform control console. Swirl finish smooth plate with gas spring hold-open.</i> COVER PLATFORM CONSOLE SM PLT		1	10-04-22	1.00		
0	6850-0017	<i>Envelope controls HP100 Platform.</i> ENVELOPE CNTRLS HP100 PLTFRM		1	10-04-22	1.00		

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Customer: 312277

Dealer: 312098

BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
BLOOMINGTON, IL 61701

BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	6850-0043	<i>Forward extension of aerial to be restricted due to 252/260" wheelbase or X15 with 250" wheelbase.</i> CONSOLE TT PLTFRM DP W/SD HNG <i>Diamond plate turntable console mounted to tube style pedestal mount. Includes side hinged diamond plate cover with hinge on outboard side. Includes modified left side turntable handrail. (95-platform and HP/HPS100 Platform only)</i>		1	10-04-22		1.00		
0	6850-0050-1H5	AUTOMATIC LEVELING SYSTEM <i>Auto level system for aerial jacks. Includes handheld jack controller (tethered). Requires deluxe AACS on ladders. Controller location: in storage box for handheld jack control (box is a separate option).</i>		1	10-04-22		1.00		
0	6850-0064	AACS PLATFORM DELUXE W/O FS <i>Advanced Aerial Control System - Platform. Includes three lever controls w/palm rests, 7" color display at turntable, 4.3" display in platform, additional tethered remote control in platform, body protection, cradle assist, monitor stow / deploy and cradle alignment lt.</i>		1	10-04-22		1.00		
0	6850-0081	SW PLATFORM LEVELING FROM CAB <i>Platform leveling system with assist to allow adjustment of platform pivot angle from cab. Includes two switches, one with multi-color light accessible by driver to indicate platform is in alignment with ladder and a second switch for platform level assist.</i>		1	10-04-22		1.00		
0	6900-0000	TEST FLOW 3RD PARTY AERIAL <i>Aerial flow test - 3rd party.</i>		1	10-04-22		1.00		
0	6900-0007	CERTIFICATION AERIAL NFPA <i>Aerial NFPA certification.</i>		1	10-04-22		1.00		
0	7600-0006	PIKE POLE FIBERGLASS 8' <i>Pike Pole Fiberglass 8'.</i>		1	10-04-22		2.00		
0	7600-0007	PIKE POLE FIBERGLASS 10' <i>Pike Pole Fiberglass 10'.</i>		1	10-04-22		2.00		
0	7600-0008	PIKE POLE FIBERGLASS 12' <i>Pike Pole Fiberglass 12'.</i>		1	10-04-22		2.00		
0	7600-0016	WHEEL CHOCKS 44" NFPA COMPL		1	10-04-22		1.00		

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Customer: 312277

Dealer: 312098

BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
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BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
		<i>Wheel chocks folding 44" NFPA compliant, pair (PR) of Zico SAC-44-E. Up to 44" diameter tires. Includes mounting brackets.</i>							
0	7800-0003	LADDER 10' DUO-SAFETY FLDG		1	10-04-22		1.00		
		<i>10' folding Duo-Safety 585-A ladder.</i>							
0	7800-0009	LADDER ROOF 16' 875-A DUO-SFTY		1	10-04-22		3.00		
		<i>Duo-Safety 16' 875-A roof ladder.</i>							
0	7800-0018	LADDER EXT 2SECT 900-A 24' DUO		1	10-04-22		1.00		
		<i>Extension ladder, Duo-Safety 900-A, 24' 2-section.</i>							
0	7800-0027	LADDER LITTLE GIANT MODEL 17		1	10-04-22		1.00		
		<i>Little Giant model 17 ladder.</i>							
0	7800-0041	LADDER EXT 1200-A 28' DUO		1	10-04-22		1.00		
		<i>Duo-Safety 1200-A, 28' 2-section extension ladder.</i>							
0	7800-0045	LADDER EXT 1200-A 35' DUO		1	10-04-22		1.00		
		<i>Duo-Safety 1200-A 35' 2 Section Extension Ladder</i>							
0	7900-0014	KIT DRIVEAWAY DOT REQUIRED		1	10-04-22		1.00		
		<i>DOT Required Drive Away Kit - Kit includes three (3) triangular warning reflectors with carrying case. This kit is for the end user and is to remain with the truck.</i>							
0	8100-0064	PAINT BREAK STANDARD W/DIP		1	10-04-22		1.00		
		<i>Cab paint break - standard with dip to grille. Break is 31.5" inches below the drip rail on Typhoon and Cyclone cabs. (100" wide Cyclone cab with 4" front raised roof to use 8100-0710).</i>							
0	8100-0084	PAINT PMP/PRCNT MODULE		1	10-04-22		1.00		
		<i>All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable). Rear mounted body/pump module to be painted job color.</i>							
0	8100-0087	PAINT SAMPLE SPRAY OUT 2 TONE		1	10-04-22		1.00		
		<i>Paint Sample Spray Out - Dealer is responsible for returning written approval prior to order release. Two-tone cab color. Qty one in BOM will supply a pair of paint samples.</i>							
0	8100-0116	REAR BODY UNPAINTED		1	10-04-22		1.00		

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Dealer: 312098

BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
BLOOMINGTON, IL 61701

BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	8100-0176-000-7W	Rear body surface to have a sanded finish (not painted job color). Includes hinged doors that do not have discrete sales codes and removable panels. PAINT E-ONE CHASSIS CAB Paint E-ONE chassis cab - Sikkens paint (non-metallic color). Color: As Specified. ADDED NOTE: FLNA 3050 E-ONE RED.		1	10-04-22		1.00		
0	8100-0177-000-7W	PAINT CAB 2-TONE COLOR Paint cab Sikkens two-tone (non-metallic color). Upper area of cab to be painted As Specified. ADDED NOTE: FLNA 4040 E-ONE WHITE		1	10-04-22		1.00		
0	8100-0183-000-7W	PAINT BODY - LARGE Paint Body - Large - For Aerials, T/A Tankers, Rear Mounts and Rescues. Sikkens paint (non-metallic color). Color: As Specified. ADDED NOTE: FLNA 3050 E-ONE RED		1	10-04-22		1.00		
0	8100-0355	PAINT LFT/EXT/UPPR TRNTBLE UCC Paint lift cylinders, extension cylinders and upper turntable steelwork to match the "two tone" sale code color (does not apply to TT deck). ADDED NOTE: FLNA 4040 E-ONE WHITE		1	10-04-22		1.00		
0	8100-0495	LINE-X COATING - BLACK LINE-X: One or more components installed on this unit shall have LINE-X coating. Color shall be Black unless otherwise specified.		1	10-04-22		1.00		
0	8150-0011	CAB INTER PAINT MT GRAY The interior of the cab to be painted multi-tone gray finish.		1	10-04-22		1.00		
0	8175-0086-000-39	SCORP BUMPER TOP PERIMETER The top perimeter of the bumper to have Job Color Scorpion finish. Includes top lip, radius, and approx. 1" down. Requires formed heavy duty bumper. ADDED NOTE: FLNA 3050 E-ONE RED		1	10-04-22		1.00		
0	8300-0042	STRIPE RUBRAIL WHITE White rubrail scotchlite insert.		1	10-04-22		1.00		
0	8300-0145-000-J7	STRIPE 3M DG 6" CHEVRON A BMPR Chevron "A" style 6" 3M "Diamond Grade" striping on front bumper. Colors to be Red/Fluorescent Yellow Green.		1	10-04-22		1.00		

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BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
BLOOMINGTON, IL 61701

BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date		Qty		
0	8300-0146-000-J7	STRIPE 3M DG 6" CHEVRON A RR <i>Chevron "A" style 6" 3M "Diamond Grade" striping full width on rear of body. Includes rear facing extrusions, panels and doors. Colors to be Red/Fluorescent Yellow Green.</i>		1	10-04-22		1.00		
0	8300-0166-000-J7	TAPE REFLECT "A" 4 JACKS DG <i>Diamond Grade reflective tape on (4) outriggers. Striping to alternate in an "A" pattern when viewed from the front or rear of the truck. Colors to be: Red/Fluorescent Yellow Green.</i>		1	10-04-22		1.00		
0	8300-0333	STRIPE SCLITE NOSTRT UPTO 10W <i>Single NFPA Scotchlite Stripe - upto 10" wide with hockey style, Z or S style or other customer specific design style. Stripe to be installed on cab and the body. Size, color and location as specified by the customer.</i>		1	10-04-22		1.00		
0	8300-0340	STRIPE PAINT BRK SIGN GOLD OUT <i>Paint break Sign Gold cab stripe with outline - 3/4" wide total, gold with customer specified outline color. To be located above existing paint break.</i>		1	10-04-22		1.00		
0	8300-0381	YLW MRKER FOR STND / WLK AREA <i>Yellow perimeter marking to indicate designated standing / walking areas above 48" high in compliance with NFPA 1900/1901 consisting of individual Reflexite diamonds approximately 1" wide. Steps, ladders and areas with a railing or structure at least 12" high are excluded from this requirement.</i>		1	10-04-22		1.00		
0	8400-0033	LOGO E-ONE SIGN GOLD LIFT CYL <i>Logo E-ONE (PR) on aerial lift cylinder. Logo to be sign gold material approx 14" long located midway along outward surface of cylinder.</i>		1	10-04-22		1.00		
0	8400-0060	DRAWING GRAPHICS <i>Graphics drawing showing striping, lettering and logos. Requires E-ONE installed graphics.</i>		1	10-04-22		1.00		
0	8400-0067	E-ONE LOGO M6 TAIL LT HOUSING <i>E-ONE logo with grey backing on M6 series vertical tail light housing (PR).</i>		1	10-04-22		1.00		
0	9100-0102	WARRANTY MERITOR RR AXLE		1	10-04-22		1.00		

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BLOOMINGTON FIRE DEPARTMENT
CORY MATHENY 309-434-2500
310 N LEE ST
BLOOMINGTON, IL 61701

BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
0	9100-0104	Meritor 5 year unlimited miles, parts and labor rear drive single or rear drive tandem axle warranty. WARRANTY DANA FRT AXLE Dana 5 year unlimited miles, parts and labor front axle warranty.		1	10-04-22	1.00		
0	9100-0117	WARR 1 YR/24K GENERAL General One (1) year or 24,000 Miles Limited Warranty (RFW0001)		1	10-04-22	1.00		
0	9100-0126	WARR CUSTOM CHAS 1Y/18K Custom chassis One (1) Year or 18,000 Miles Limited Warranty (RFW0101).		1	10-04-22	1.00		
0	9100-0131	WARR REG EMISSIONS 5Y/100K Regulated Emissions Systems Five (5) Years or 100,000 Miles Limited Warranty (RFW0140). N/A for California. For units going to California use 9100-0162 with L9 and 9100-0163 with X12/15.		1	10-04-22	1.00		
0	9100-0132	WARR ELECTRICAL 1Y/18K Electrical One (1) Year or 18,000 Miles Limited Warranty (RFW0201).		1	10-04-22	1.00		
0	9100-0135	WARR AERIAL LAD STRL 20Y/100K Aerial Ladder Structure Twenty (20) years or 100,000 Miles Limited Warranty (RFW0403).		1	10-04-22	1.00		
0	9100-0136	WARR BODY STRL ALUM 10Y/100K Body Structure Aluminum Ten (10) years or 100,000 Miles Limited Warranty (RFW0502).		1	10-04-22	1.00		
0	9100-0138	WARR CAB STRUCTURE 10Y/100K Cab Structural Ten (10) Years or 100,000 Miles Limited Warranty (RFW0602).		1	10-04-22	1.00		
0	9100-0139	WARR PLMB/PIPE SS 10Y/100 Plumbing and piping (Stainless Steel) Ten (10) years or 100,000 Miles Limited Warranty (RFW0800).		1	10-04-22	1.00		
0	9100-0140	WARR PAINT LIMITED - 10Y Paint and Finish (Exterior Clear coated) Ten (10) Years Limited Warranty (RFW0710).		1	10-04-22	1.00		
0	9100-0153	WARR FRAME WELDMENT 10Y/100 Frame Weldment Corrosion (Zinc Spray) Ten (10) Years or 100,000 Miles Limited Warranty (RFW0312). Requires Zinc Flame spray option 1250-0078.		1	10-04-22	1.00		
0	9100-0165	WARR FRAME ASSY STRL 50Y/250K		1	10-04-22	1.00		

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BLOOMINGTON FIRE DEPARTMENT
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BANNER FIRE EQUIPMENT INC
4289 INDUSTRIAL DRIVE
ROXANA IL 62084

Vehicle Type	AERM-CYCN-100P
Order Date	05-31-2023
Plan. Del.	
Sales Admin.	NISWONGER, JARED T

Email: jniswonger@e-one.com

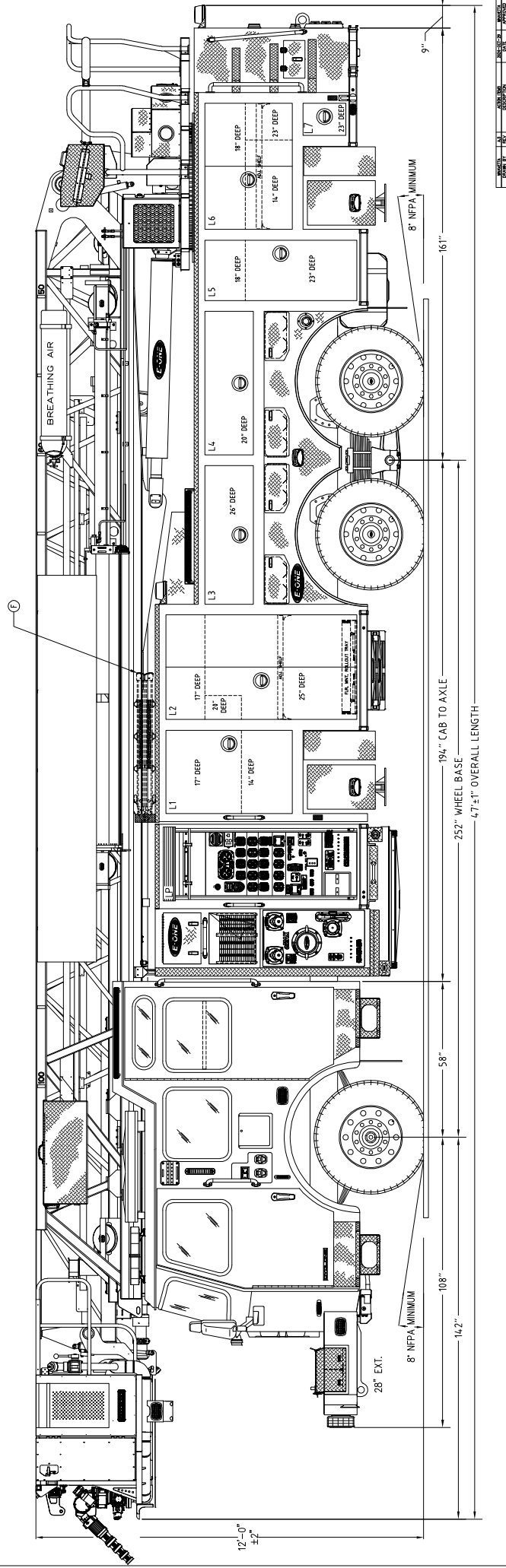
Plt	Item Number	Item Description / Text	Spq Code	Seq	Eff.Date	Qty		
		<i>Frame Rail Lifetime (50) Years or 250,000 Miles Limited Warranty (RFW0305).</i>						
0	9300-0009	MANUALS OPERAT & SRVC <i>Manuals, Operator and Service in digital format.</i>		1	10-04-22	1.00		
0	9300-0012	APPROVAL DRAWINGS PUMP PNL <i>Pump panel approval drawings. Will be provided on purchased units prior to construction.</i>		1	10-04-22	1.00		
0	9300-0016	APPROVAL DRAWINGS-STANDARD <i>Approval Drawings-Standard.</i>		1	10-04-22	1.00		
0	9300-0031	APPROVAL DRAWINGS DASH PANEL <i>Dash/Console panel layout approval drawings. Will be provided on purchased units prior to construction.</i>		1	10-04-22	1.00		
0	9300-0316	GUIDE FAMA SAFETY <i>Fire Apparatus Safety Guide published by FAMA, latest edition.</i>		1	10-04-22	1.00		
9	Y60	CUSTOMER INSPECTION/TRAINING		10	06-01-23	1.00		
End of Detail....								

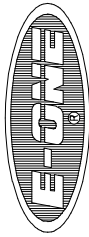


THIS DRAWING IS FOR REFERENCE PURPOSES. ALL DIMENSIONS ARE
SUBJECT TO MINOR VARIATIONS DUE TO MANUFACTURING PROCESSES.

DEALER APPROVAL _____ DATE _____ ☐ AS IS

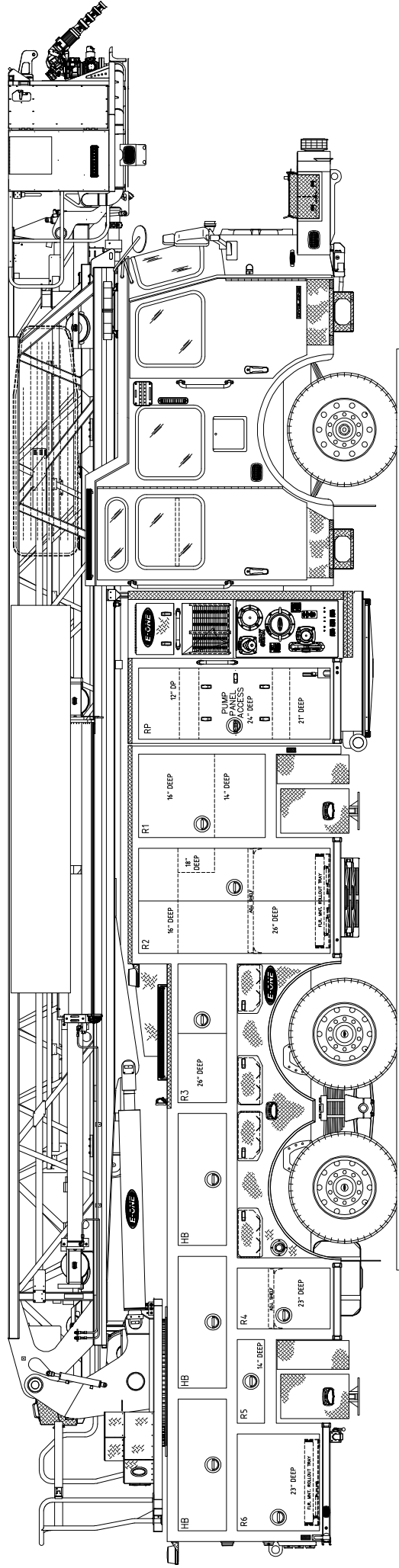
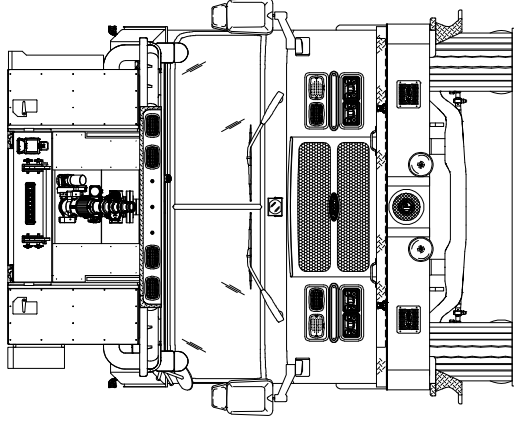
CUSTOMER APPROVAL _____ DATE _____ ☐ WITH REVISIONS





BLOOMINGTON FIRE DEPT.
BLOOMINGTON, IL
S.O.146987/QUOTE 123525
AERIAL BODY W/ SIDE STACKER HOSEBED
E-ONE CYCLONE CHASSIS
HP100 AERIAL

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DEALER APPROVAL	DATE	☐ AS IS	
CUSTOMER APPROVAL	DATE	☐ WITH REVISIONS	



DATE	BY	CHKD	APPD
2024-11-11	JNISW		

**Solicitation Number: RFP #113021****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rev Group, Inc., 245 S. Executive Dr., Suite 100, Brookfield, WI 53005 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Firefighting Apparatus and Fire Service Vehicles from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires February 10, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.
- C. **SURVIVAL OF TERMS.** Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. **EQUIPMENT, PRODUCTS, OR SERVICES.** Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out, refurbished, or remounted Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily

apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. **ASSIGNMENT.** Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
- b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

resellers, marketing representatives, and agents (collectively “Permitted Sublicensees”) in advertising and promotional materials for the purpose of marketing the Parties’ relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. Use; Quality Control.

- a. Neither party may alter the other party’s trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
- b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party’s trademarks only in good faith and in a dignified manner consistent with such party’s use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. As applicable, Supplier agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Supplier in violation of applicable patent or copyright laws.

5. **Termination.** Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party’s name or logo (excepting Sourcewell’s pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell’s written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

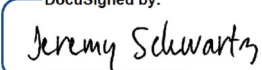
S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

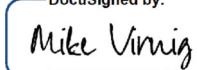
22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

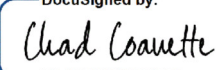
Sourcewell

DocuSigned by:

By: C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 2/7/2022 | 9:18 PM CST

Rev Group, Inc.

DocuSigned by:

By: F3DD8D32408047A...
Mike Virnig
Title: Vice President Sales, REV Fire Group
Date: 2/24/2022 | 3:15 PM CST

Approved:

DocuSigned by:

By: 7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 2/24/2022 | 3:17 PM CST

RFP 113021 - Firefighting Apparatus and Fire Service Vehicles

Vendor Details

Company Name: E-ONE, Inc.
Does your company conduct business under any other name? If yes, please state: REV Fire Group
Address: 1601 SW 37th AVE
Ocala, FL 34474
Contact: Fred Cureton
Email: fred.cureton@revfiregroup.com
Phone: 352-895-0783
HST#: 59-1515283

Submission Details

Created On: Tuesday November 02, 2021 04:14:12
Submitted On: Tuesday November 30, 2021 16:23:32
Submitted By: Fred Cureton
Email: fred.cureton@revfiregroup.com
Transaction #: 95acac42-31d9-4719-9cb7-33441ff906f7
Submitter's IP Address: 192.222.31.157

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	REV GROUP, INC. (REV FIRE GROUP Division).	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	E-ONE, INC., FERRARA FIRE APPARATUS, INC., KOVATCH MOBILE EQUIPMENT CORP., LADDER TOWER, SMEAL HOLDING LLC., SPARTAN FIRE, LLC., SPARTAN CHASSIS.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	REV FIRE GROUP, E-ONE, INC., FERRARA FIRE APPARATUS, KME FIRE APPARATUS, KOVATCH MOBILE EQUIPMENT CORP, LADDER TOWER, LTI, SMEAL HOLDING LLC., SMEAL FIRE APPARATUS, SPARTAN EMERGENCY VEHICLES, SPARTAN FIRE APPARATUS, SPARTAN FIRE, LLC., SPARTAN CHASSIS.	*
4	Proposer Physical Address:	REV Group, Inc. -245 S. EXECUTIVE DR., SUITE 100, BROOKFIELD, WI 53005 E-ONE, Inc. - 1601 SW 37th Ave., Ocala, FL. 34474 Ferrara Fire Apparatus - 27855 James Chapel Rd., Holden, LA 70744 KME Fire Apparatus - One Industrial Complex Nesquehoning, PA 18240 Spartan Fire, LLC. - 907 7th Ave North, Brandon, SD 57005 Smeal Holding LLC. - 610 W 4th St., Snyder, NE 68664 Ladder Tower - 68 Cocalico Creek Road, Ephrata, PA 17522 Spartan Chassis - 1541 Reynolds Rd, Charlotte, MI 48813	*
5	Proposer website address (or addresses):	REV Group, Inc. - www.revgroup.com REV FIRE GROUP - www.revgroup.com/rev-group-best-fire-truck-manufacturers E-ONE, Inc. - www.e-one.com Ferrara Fire Apparatus - www.ferrarafire.com KME Fire Apparatus - www.kmefire.com Spartan Fire, LLC, Smeal Holding LLC., Ladder Tower, and Spartan Chassis - www.spartaner.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Virnig, Vice President Sales, REV Fire Group 1601 SW 37th Ave., Ocala, FL 34474 mike.virnig@revfiregroup.com 352-861-3542 (Office), 562-587-1600 (Mobile)	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Fred Cureton, National Contract Manager, REV Fire Group 1601 SW 37th Ave., Ocala, FL 34474 fred.cureton@revfiregroup.com 205-680-4468 (Office), 352-895-0783 (Mobile)	*

8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	For E-ONE, Inc.; 1601 SW 37th Ave., Ocala, FL 34474 Fred Cureton, National Contract Manager, REV Fire Group fred.cureton@revfiregroup.com 205-680-4468 (Office), 352-895-0783 (Mobile) Larry Daniels, Director of Sales, ldaniels@revgroup.com, 352-861-3541 For Ferrara Fire Apparatus: 27855 James Chapel Rd., Holden, LA 70744 Eric Adams, Apparatus Sales, erica@ferrarafire.com, 225-567-7100 Jason Louque, Director of Sales, jasonl@ferrarafire.com, 225-567-7100 For KME Fire Apparatus: One Industrial Complex Nesquehoning, PA 18240 Anthony Maff, Senior Sales Support, tmaff@kmeffire.com, 570-669-5595 Chris McClung, Director of Sales, cmcclung@kmeffire.com, 352-502-6881 For Spartan Fire LLC., Smeal Holdings, LLC., and Ladder Towers: 907 7th Ave North, Brandon, SD 57005 Nicole Sateran, Sales Assistant, nicole.sateran@spartanmotors.com, 402-218-2762 Chris Wade, Director of Sales, chris.wade@spartanmotors.com, 404-218-2762 For Spartan Chassis: Stephen Carleton, Manager of Sales and Training, Spartan Motors 1541 Reynolds Rd, Charlotte, MI 48813 stephen.carleton@spartanmotors.com 517-588-4704 (Office), 570-657-5557 (Mobile)
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Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	REV Group® companies are leading designers and manufacturers of specialty vehicles and related aftermarket parts and services. Our companies serve a diversified customer base, primarily in the United States, through three segments: Fire & Emergency, Commercial, and Recreation. They provide customized vehicle solutions for applications, including essential needs for public services (ambulances, fire apparatus, school buses, and transit buses), commercial infrastructure (terminal trucks and industrial sweepers) and consumer leisure (recreational vehicles). REV's diverse portfolio is made up of well-established principal vehicle brands, including many of the most recognizable names within their industry. Several of our brands pioneered their specialty vehicle product categories and date back more than 50 years. REV Group trades on the NYSE under the symbol REVG. REV Group manufactures more than 20,000 specialty vehicles every year — a testament to the trust placed in our products. E-ONE, Inc. has been in business since 1974. Ferrara Fire Apparatus has been in business since 1987. KME Fire Apparatus has been in business since 1980 but it's founders had been in the transportation business since 1948. Spartan Fire, LLC./Spartan Chassis has been in business since 1975. Values: DO WHAT'S RIGHT - We act with integrity and transparency, always. We keep our commitments and earn trust through our actions. SAFETY IS LIFE - The safety of our people and those who travel in our vehicles is our top priority. It's more than the way we work, it's a way of life. For our employees this includes weekly safety bulletins, required protective clothing (steel toe shoes, safety classes, ear plugs, etc.), fall restraints, wellness health screenings, optional vision and dental coverage, optional long term illness coverage, and even optional pet coverage. For our end users, our products must be designed and built to meet current industry standard, must provide the level of firefighter safety in their design, must be of the highest quality offered in the industry, and must provide value for Sourcewell members. BUILD LASTING TRUST - Customers depend on our vehicles and support through the entire lifecycle of their purchase. We will build that trust through transparency and respect and by providing quality vehicles and attentive service. THINK LIKE AN OWNER - Each of us plays a vital role in our success. We innovate, execute and use our resources wisely to create value for our stakeholders. WIN AS ONE - We value diversity in our teams, respect alternative perspectives and are accountable to each other to fulfill our goals. We recognize employees for performance excellence by promoting from within when possible, recognizing our Veterans during annual luncheon, recognizing excellence thru attendance, and performing annual evaluations. Our brands are social responsible companies in that we support local community initiatives (parades, marathons, civic activities, fundraisers), and responding to emergencies caused by natural disasters.
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10	What are your company's expectations in the event of an award?	The REV Group's diversified portfolio of specialty products connects and protects communities around the clock and around the world with a lineup of vehicles that have long served the fire and emergency, commercial infrastructure and consumer leisure markets. Together, these vehicle brands have manufactured more than 300,000+ vehicles in service today — a bumper-to-bumper feat that stretches from New York City to Dallas. Among REV's lineup of brands, you'll find vehicles that help fight fires, transport patients to emergency rooms, move freight in the world's ports, offer mobility to people with disabilities, carry children safely from home to school and unite families across the country. It is the goal of the REV Group and our many specialty brands to provide Sourcewell members the largest selection of quality vehicles, options, and services of anyone in the industry. We will provide a working partnership with Sourcewell where together we can provide a one stop shop for purchase and servicing of critical safety and support vehicles. We welcome the opportunity to work with Sourcewell members to understand both current and future needs. This includes but is not limited to apparatus requirements, service requirements, training requirements, and parts/equipment requirements. We welcome the opportunity to work with Sourcewell members to develop custom designed value packages to meet/exceed communicated requirements from our diverse selection of proposed solutions. We commit to provide Sourcewell members timely responses to inquiries and follow up inquiries, to provide Sourcewell members high quality vehicle solutions designed to meet and/or exceed industry standards, to provide Sourcewell members products and services which are competitively priced, provide exceptional value, and extends the life cycle of their purchase, and to provide Sourcewell members unsurpassed "after the sale" service utilizing our worldwide dealer distribution network and supplier partners for parts, service, training, and sales support.
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11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached PDF named REV GROUP (REV Fire Group) Financial Strength and Stability. Press Release on financials (see also attached SEC filing and investor presentation). ROOKFIELD, Wis., September 08, 2021--(BUSINESS WIRE)--REV Group, Inc. (NYSE: REVG), a manufacturer of industry-leading specialty vehicles, today reported results for the three months ended July 31, 2021 ("third quarter 2021"). Consolidated net sales in the third quarter 2021 were \$593.3 million, representing an increase of 1.9% compared to \$582.2 million for the three months ended July 31, 2020 ("third quarter 2020"). The increase in consolidated net sales was primarily due to an increase in net sales in the Recreation and Commercial segments partially offset by a decrease in net sales in the Fire and Emergency ("F&E") segment. The company's third quarter 2021 net income was \$23.7 million, or \$0.36 per diluted share. Adjusted Net Income for the third quarter 2021 was \$24.5 million, or \$0.37 per diluted share, compared to Adjusted Net Income of \$6.3 million, or \$0.10 per diluted share, in the third quarter 2020. Adjusted EBITDA in the third quarter 2021 was \$41.6 million, compared to \$21.4 million in the third quarter 2020. The increase in Adjusted EBITDA during the quarter was driven by increased contribution from the F&E and Recreation segments partially offset by a decrease in the Commercial segment. Fire & Emergency Segment F&E segment net sales were \$269.5 million in the third quarter 2021, a decrease of \$37.2 million, or 12.1%, from \$306.7 million in the third quarter 2020. The decrease in net sales compared to the prior year quarter was primarily due to decreased shipments of fire apparatus and ambulances units compared to the prior year quarter related to supply chain disruption and labor constraints. F&E segment backlog at the end of the third quarter 2021 was \$1,229.5 million, an increase of \$189.8 million compared to \$1,039.7 million at the end of the third quarter 2020. The increase was primarily the result of continued strong demand and order intake for fire apparatus and ambulance units. F&E segment Adjusted EBITDA was \$15.8 million in the third quarter 2021, an increase of \$2.9 million, or 22.5%, from \$12.9 million in the third quarter 2020. Profitability within the segment benefited primarily from cost and efficiency improvements and lower selling, general and administrative ("SG&A") costs, partially offset by lower sales volume and inefficiencies resulting from supply chain disruptions and labor constraints. Working Capital, Liquidity, and Capital Allocation Cash and cash equivalents totaled \$9.2 million as of July 31, 2021. Net debt² was \$240.8 million, and the company had \$276.8 million available under its ABL revolving credit facility as of July 31, 2021, an increase of \$53.1 million as compared to the April 30, 2021 availability of \$223.1 million. Trade working capital³ for the company as of July 31, 2021 was \$405.5 million, compared to \$449.9 million as of July 31, 2020. The decrease was primarily due to decreased accounts receivable and decreased inventory partially offset by decreased payables. Capital expenditures in the third quarter 2021 were \$5.3 million compared to \$2.0 million in the third quarter 2020. Share Repurchase Program On September 2, 2021, the company's board of directors approved the authorization of a new share repurchase program that allows the repurchase of up to \$150.0 million of the company's outstanding common stock, effective immediately. The share repurchase authorization expires in 24 months and gives management the flexibility to determine conditions under which shares may be purchased. Quarterly Dividend The company's board of directors declared a quarterly cash dividend in the amount of \$0.05 per share of common stock, which equates to a rate of \$0.20 per share of common stock on an annualized basis, payable on October 15, 2021, to shareholders of record on September 30, 2021.
12	What is your US market share for the solutions that you are proposing?	REV Fire Group = 25.86% U.S, 25.39% North America
13	What is your Canadian market share for the solutions that you are proposing?	REV Fire Group = 20.00% Canada

14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	NO.	*
15	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	We are best described as a manufacturer and service provider. In most cases dealers are contracted to represent our brands in designated/agreed territories (U.S., Canada, and International locations). These territories differ in size based on each dealership's capability. Dealers then provide sales, service, and parts support. Dealers issue purchase orders for requested products/services and resell these to the end user/member. Each dealer is an independent business and each have their own employees/facilities. Where dealers are under contract to represent our brands it is our expectation the Sourcewell member will issue purchase orders directly to our authorized dealer. These dealers are listed on the dealer list for each respective brand. There are two additional scenarios: 1. In cases where there is no dealer coverage each brand provides a direct company employee to manage the sales and service of customers/members in these areas. In these cases the contract will be thru the respective brand and the Sourcewell member would issue the purchase order directly to the brand. 2. In cases where the REV Group has local facilities, these employees are company employees who provide sales, service, and parts to customers/members within their area of responsibility. The Sourcewell member would issue their purchase order to the REV RTC facility just as it were an approved dealer.	*
16	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	License requirements vary across North America. The REV Group and its dealer representatives are expected to adhere to all requirements be it a business license, insurance requirements, sales representative licensing, or service technician certification.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	E-ONE currently holds a Notice of ULC and/or NFPA Audit Completion and Authorization to Apply VIP Sticker issued December 30, 2015 for both the Ocala and Hamburg facilities, is ANAB accredited for International Management Systems certificate number IMS-0020, is ISO 9001:2015 certified with a certificate valid thru July 30 2024, and holds a 2021 FAMA Certificate of Membership. See the attached for additional detail. Gary Pacilio (E-ONE, Inc.) is on the 2021 FAMA Board of Directors as the Treasurer, Bert McCutcheon (Ferrara Fire Apparatus) is on the 2021 FAMA Board of Directors as the Director-at-Large, Roger Lackore (Spartan Fire, LLC) is the FAMA committee chair of the Technical Committee.	*
19	What percentage of your sales are to the governmental sector in the past three years	As it relates to fire apparatus, a very high percentage (probably 90% +). Most apparatus are sold to government, municipal, city, and county entities.	*
20	What percentage of your sales are to the education sector in the past three years	As it relates to fire apparatus; None in the formal education sector. We sometimes sell fire apparatus to support fire training academies but these are typically purchased through the municipal side of the business.	*

21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	As it relates to fire apparatus: Totals for REV Fire Group = \$555,579,245 Sourcwell (Based on delivered units - E-ONE 2018=\$768,854, 2019 = \$1,604,379; E-ONE 2020 = \$7,314,034; E-ONE 2021 YTD = \$11,372,360 E-ONE has quoted a total of \$71,643,085 and booked \$58,812,849 or 82.09% of quoted. Ferrara has not delivered any apparatus sold thru Sourcwell. KME has not delivered any apparatus sold thru Sourcwell. Spartan reports Sourcwell sales as follows: 2019 = \$28,992,914; 2020 = \$31,246,024; and 2021YTD = \$53,117,860 Florida Sheriffs - Totals for REV Fire Group: 2019 = \$21,701,882; 2020 = \$13,332,720; 2021 YTD = \$1,460,807 FCAM/MAPC - Totals for REV Fire Group: 2020 = \$6,348,619; 2021 YTD = \$4,385,656 HGAC - Totals for REV Fire Group: 2019 = \$59,700,417; 2020 = \$66,851,936; 2021 YTD = \$37,905,966 LaMAS (Ferrara Only) - Totals for REV Fire Group - 2019 = \$16,697,950; 2020 = \$39,945,556; 2021 YTD = \$16,584,214 NASPO - Totals for REV Fire Group: 2019 = \$7,160,834; 2020 = \$7,357,335; 2021 YTD = \$3,647,860 North Carolina Sheriffs - Totals for REV Fire Group - No sales NJ Start - Totals for REV Fire Group: 2019 = \$0.00; 2020 = \$873,240; 2021 YTD = \$5,283,681 NPPGOV - Totals for REV Fire Group - No sales Ohio STS - Totals for REV Fire Group - 2019 = \$10,021,008; 2020 = \$4,573,412; 2021 YTD = \$7,485,321 PA Costars - Totals for REV Fire Group - 2019 = \$528,482; 2020 = \$4,927,186; 2021 YTD = \$1,620,885 Texas Buy Board - Totals for REV Fire Group: 2019 = \$3,831,135; 2020 = Zero Sales; 2021 YTD = No Sales	
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Not all brands participate in GSA pricing. Ferrara and KME currently have GSA schedules while E-ONE and KME have DLA Troop contracts. For E-ONE: USAF, Georgia, Fire Apparatus, 16 vehicles on 5 separate PO, \$8,635,579 total; US Army, Washington DC, Fire Apparatus, 9 vehicles on 2 separate PO, \$4,160,375 total; US Navy, Washington DC, Fire Apparatus. 2 vehicles on 1 PO, \$1,532,942 total; New Hampshire Training Academy, NH, 1 vehicle, \$845,726.00 For KME: US Army National Guard, Military, Washington, DC, (20) Type 3 Wildland vehicles \$359,052 each or \$7,181,055.92 total; US Army, Military, Washington, DC, (7) Water Tankers \$317,153.89 each or \$2,220,077.29 total; USMC, Military, Washington, DC, (5) Water Tankers \$313,626.60 each or \$1,568,183.00 total; US Army National Guard, Military, Washington, DC. (8) Wildland vehicles \$296,264.50 each or \$2,370,116.00 total; USMC, Military, Washington, DC. (4) Wildland vehicles, \$496.260.00 each or \$1,985,040.00 total. For Spartan (Top States); State of TX (pumpers, aerials, platforms) = 43 Units/ \$24,158,085 State of PA (pumpers, tillers, water towers) = 27 Units/\$18,451,964 State of NC (pumpers, aerials, platforms) = 23 Units/\$17,218,037 State of CA (pumpers) = 24 Units/\$14,684,004 State of MI (pumpers, aerials) = \$13,731,604	

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Albuquerque, NM	Nathaniel Meisner	505-934-8721	*
County of San Diego, CA	Jimmy Steel	619-851-5722	*
Fire Department of New York, NY	Mark Aronberg	718-784-6500	*
City of Asheville Fire Department, NC	Jeremy Knighton	828-552-2071	
City of Atlanta Fire Department, GA	Derek Harris	404-597-0418	

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Baton Rouge	Government	Louisiana - LA	Pumpers, Rescues, and Aerials	10 Units	\$7,270,787.00	*
City of Birmingham	Government	Alabama - AL	Pumper and Aerials	12 Units	\$8,647,814.00	*
City of San Francisco	Government	California - CA	Pumpers and Aerials	8 Units	\$6,144,801.00	*
U. S. Army	Government	District of Columbia - DC	Wildlands	20 Units	\$7,181,055.92	*
U. S. Air Force	Government	Georgia - GA	Misc Vehicles	16 Units	\$8,635,579.00	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
25	Sales force.	The REV Fire Group have a confirmed 533 full time sales associates and another 223 part time sales associates. There were however several dealers who did not provide this additional information so the number would be higher. This accounts for all reported brands, dealers, service centers, and Spartan OEMs within the U.S. and Canada.	*
26	Dealer network or other distribution methods.	The REV Fire Group has 36 dealers representing the E-ONE brand, 20 dealer representing the Ferrara Fire brand, 30 dealers representing the KME Fire brand, 28 dealers representing the Spartan Fire, LLC brand, and 37 OEMs representing the Spartan Chassis brand. Several dealers represent two or more brands but usually specialize in one brand over the other due to their past experience. The 37 OEMs will play a key part in adding Spartan chassis as a new product offering for the REV Group/REV Fire Group. Spartan chassis has never been offered on any other cooperative purchasing contract. These 37 OEMs will be able to work with members to provide chassis pricing for apparatus re-chassis, accident repairs, apparatus upgrades, or body remounts. See the attached dealer list/dealer survey results.	*
27	Service force.	The REV Fire Group have a confirmed 519 Emergency Vehicle Technicians (EVTs) and another 665 non-EVT technicians. As stated above, not all dealers responded to our survey so the number is actually higher. This accounts for all reported brands, dealers, service centers, and Spartan OEMs within the U.S. and Canada.	*

28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	The typical process if for the member to work with the local brand dealer/representative to configure the apparatus to meet their mission, their design requirements, and their budget. The configuration is normally sent for review by the engineering team for approval/changes. Once the member agrees on the configuration and the quoted amount they place the order with the brand dealer/representative. The order is accepted, the member works with the brand and dealer representative to set up a date for a pre-build conference. During the pre-build conference the member can voice concerns or needed changes. The configuration is tweaked to meet any required changes. The updated configuration/price/drawings are presented to the member for his approval. A purchase order is issued by the member to the brand dealer and the dealer submits the order to the brand manufacturer. If there is no dealer involved, then the transaction would be the same except directly with the brand manufacturer/sales representative. Terms are COD when the completed apparatus leaves the manufacturer to be delivered.	*
29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	For service, parts, or customer service needs the member is always encouraged to first contact their local dealer representative. Most dealers and REV Group brands are open during normal daily business hours and respond quickly. Most offer after hour customer support should the member have an issue which needs to be addressed after normal business hours. Each brand and dealer have either toll free customer service numbers or an answer service able to get the correct person to respond.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The REV Group/REV Fire Group has a distribution channel eager to service Sourcewell members anywhere in North America. Our 151 dealers/OEMs are ready and willing to work the the members to meet apparatus and apparatus support needs. With out vast array of available products, we are sure we can match our offerings to the members wants and needs.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	During our last contract with Sourcewell we have eagerly supported the Canadian market by attending Canadian conferences and meeting with procurement professionals at the Ontario/Sourcewell joint conference. We support the CANOE initiative to promote Sourcewell's U S contracts and to adopt them as theirs. Business wise, we will need to adjust our U. S. pricing to reflect differences in currency, provide the additional testing for Canadian compliance, and collect for recycle fees imposed on batteries and tires.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	While some areas can be very remote, we have always entertained answering the call where there is a need.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	There are no entity sectors we will not serve and we have nothing limiting our participation in the Sourcewell contract.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We currently serve both areas. One key difference would be delivery cost when shipment of an apparatus is needed. Our estimated driveway cost is to deliver the vehicle to the port. Cost to prepare and ship the vehicle over water or via airlines is at the members expense in addition to our normal driveway expense.	*

Table 7: Marketing Plan

Line Item	Question	Response *
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The REV Fire Group recently hired Natalie Childress as Senior Director of Marketing. She will partner with REV Fire Group's Vice President of Sales, Mike Virnig, and divisional teams to evolve brand strategy and consumer experience for the group's fire truck brands. Childress has more than nine years of marketing and brand experience, including five years of marketing and business development leadership experience. She most recently served as the Business Strategy Manager for Mastercraft Boat Company, driving global brand building and strategy. Prior to, Childress held progressive roles with a focus on cross-functional branding, product marketing and owners' experience within Sea Ray, part of Brunswick Corporation. She was recognized as a 40 Under 40 Marine Industry Leader this year by Boating Industry. She will be instrumental in leading us during our transition from a single brand within the Sourcewell contract to a multi-brand contractor. It will be important Sourcewell members understand REV Fire Groups capabilities and how each brand has responded as part of the RFP. Our goal would be for each brand to be linked from the Sourcewell awarded contract so members can view each brands product and service offerings versus only seeing an overview of all the brands as one.
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Social media and digital advertising will be key to communicating to Sourcewell members our capabilities, our products, our services, and our brands.
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	It is important Sourcewell and the REV Fire Group brands work jointly to promote our partnership to serve the needs of the member base, and to recruit new members as we go forward. We currently promote Sourcewell and encourage our dealer partners to actively discuss all the opportunities for providing products and services to their organization under a single contract umbrella.
38	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	At this time only our parts procurement system provides e-procurement. The complexity of custom designing a fire apparatus is a programmers nightmare as the number of engineering rules has to change as each option is chosen. The programming must look for multiple options being selected for the same space, components hitting each other due to their movement, and another set of complicated rules to govern operation safety.

Table 8: Value-Added Attributes

Line Item	Question	Response *
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	As part the REV Group/REV Fire Group proposal, we are offering the following solutions in addition to our fire apparatus: Leasing - with REV Finance, other third party leasing companies within our industry, local banks or other third party financial institutions the member wishes to pursue. Parts contracts. Service contracts. Accident repairs. Apparatus refurb/upgrades. Vehicle trade-ins. This could be thru REV, the local dealer, or a third party vendor willing to purchase the vehicle. Maintenance contracts. Brand specific extended warranties. Vendor specific extended warranties. Training located at the brand's facilities or remotely offered at a location designated by the member. Training can be based on maintenance of the vehicle, operation of the vehicle, or as a refresher course where maintenance, safety, and operation are covered. Three days of training is standard and required to be performed by factory trainers on all aeriels, industrial pumpers, and ARFF vehicles.

40	Describe any technological advances that your proposed products or services offer.	As part of the REV Group our other divisions are making great strides in electric vehicle (EV). For example: ENC® DEBUTS THE AXESS BATTERY ELECTRIC BUS (BEB) AT APTA EXPO THE FIRST EV BUS THAT IS ZERO EMISSIONS AND ZERO CORROSION. October 25, 2021 Link: https://www.revgroup.com/blog-single/enc-debuts-the-axess-battery-electric-bus-beb-at-apta-expo-the-first-ev-bus-that-is-zero-emissions-and-zero-corrosion REV GROUP'S COLLINS BUS ENTERS MULTIYEAR AGREEMENT WITH LIGHTNING EMOTORS FOR ELECTRIC SCHOOL BUSES. August 31st, 2021 Link: https://www.revgroup.com/blog-single/-rev-groups-collins-bus-enters-multiyear-agreement-with-lightning-emotors-for-electric-school-buses CAPACITY TRUCKS® INTRODUCES FIRST NORTH AMERICAN HYDROGEN FUEL CELL ELECTRIC HYBRID TRUCK BUILT FROM THE GROUND UP. August 26th, 2021 Link: https://www.revgroup.com/blog-single/capacity-trucks-introduces-first-north-american-hydrogen-fuel-cell-electric-hybrid-truck-built-from-the-ground-up REV FIRE GROUP® TO SHOWCASE LATEST IN FIRE APPARATUS AND UNVEIL WORLD OF INNOVATION AND PROTECTION AT FDIC 2021. August 5th, 2021 Link: https://www.revgroup.com/blog-single/rev-fire-group-to-showcase-latest-in-fire-apparatus-and-unveil-world-of-innovation-and-protection-at-fdic-2021 This showcase included the following: 1. Smart Reach™ Multi-Stance™ System: Through augmented reality, attendees can experience firsthand this patented new Smeal ladder and outrigger control system that offers 360-degree, no dead-zone functionality on aerials that can be adapted to the scene while maintaining full reach. The Smart Reach control console provides real-time data, and its electric and hydraulic aerial controls offer the ultimate in smooth operation. It also offers Advance Rung Lighting, a series of RGB LED light strips that can have customized patterns running the length of the ladder. 2. Smart Flo™: This integrated pressure governor system for fire apparatus allows control of both water flow and foam from one location. It features a one-button pump shift for ease of operation, automatic pump protection and a camera display of the officer's side, offering firefighters total control at any fire scene. 3. ECO IDLE-TEC™: This idle reduction system specifically designed for fire apparatus shuts off the main engine during EMS and rescue calls, eliminating loud diesel engine noise and exhaust while maintaining power for lighting, air conditioning and more. This reduces operating costs, protects the environment, and improves driver safety and comfort. 4. Active Air Purification System: Designed with advanced Photohydroionization® (PHI Cell) and UV technology, these units kill 99 percent of pathogens, including the virus which causes COVID-19, in the air and on surfaces delivering better air quality and a safer cab environment for your crew. This technology has been recently expanded with the introduction of E-ONE's newest product, the industries first all electric fire truck. Press release link: https://www.revgroup.com/blog-single/rev-fire-group-receives-order-from-the-mesa-fire-and-medical-department-for-an-eone-vector-north-americas-first-fully-electric-fire-truck-	*
41	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The REV Group is a leader in providing new products and technology which contribute to the green footprint needed to protect our environment. We promote recycling of all that is possible. REV recently released an occupant air purification and filtration systems to help reduce risk to toxins and viruses. This can be retrofitted to any vehicle manufactured. It removes 99% of impurities and treats the air for bacteria such as Covid 19.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any 3rd party issued eco-labels. We do not see much of this in our industry even though you may provide the latest in technology such as our all electric fire truck.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We do not tract this. We do however look to do business with those companies which provide value for our customers. REV Group rewards women for doing a great job by promoting them as managers. REV Group honors our vets by having yearly luncheons and acknowledging their service to our country.	*

44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	I think we have the best cradle to grave offering for your members. With the REV Group/REV Fire Group providing options from 7 fire apparatus brands, we are sure your members can find what they need. As custom builders we pride ourselves in exceeding the members expectations. Our total solutions include parts contracts, service contracts, training, accident repairs, apparatus refurb, upgrades, and remount. The addition of adding the Spartan chassis separately from a complete apparatus should provide your members one additional solution if they are looking to extend the life expectancy of their current vehicles.	*
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Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes with limited time periods	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Since warranty is a legal document with legal responsibilities, we do provide specifics related to lack of maintenance, abuse, neglect, misuse, and/or failure to notify. In some cases there may be certain inspections which must be performed to keep the warranty in force.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Typically the selling dealer will service their sales territories. Each brand does support the distribution channel with factory based technicians. In cases where a problem is hard to remedy, both the dealer and the manufacture will team up to resolve the issue.	*
49	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	It depends on the severity and the approval extended by the supplier. We prefer to be a one stop shop for the member if he has a problem. In many cases the supplier requires the failure to be repaired by their technicians at their location.	*
50	What are your proposed exchange and return programs and policies?	Please see the attached document for this section.	*
51	Describe any service contract options for the items included in your proposal.	Service contract will normally be between the member and the selling dealer. In some cases service contracts can be thru the manufacturer. This scenario could be an option where there is a highly technical component of the apparatus the dealer may not have the expertise to correct. We offer extended warranties, drive train warranties, vendor component extended warranties, and third party extended warranties.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
52	Describe your payment terms and accepted payment methods.	Payment terms are COD at the time the apparatus leaves the plant for delivery to the customer. The selling dealer however may provide additional times based on the contract with the member. This could range from COD to 30+ days.	*
53	Describe any leasing or financing options available for use by educational or governmental entities.	The REV Group has our own internal finance company. We also use third part providers when asked to provide leasing quotes. We also recommend the member check with local lending institutions to make sure they are taking advantage of all resources to obtain the most competitive rates.	*
54	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	All brands would provide a quote to the member based on their custom configured apparatus. There would be contract between the selling dealer/manufacture and the member. Worksheets are typically used to calculate the agreed discount and the customer should receive a customer summary sheet if requested.	*
55	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Most of our brands do accept P cards with no additional cost involved. We do however have some brands who do not.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
56	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Our pricing model discounts are based off MSRP minus a percentage or a flat discount on certain market specific products where discount are not normally offered. The pricing includes up to \$5,000 for driveway, PDI, and dealer delivery and training. Taxes, trips, pre-pay discounts, multiple quantity discounts, and trade-ins are not included in these prices but will change the price to the member if part of the order.	*
57	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing discounts range from 3% to 20% depending on the brand and the product offered. In some cases a flat fee discount is offered which ranges from \$5,000 to \$15,000.	*
58	Describe any quantity or volume discounts or rebate programs that you offer.	Depending on the model of the apparatus and the overall deal, multiple unit discounts could be offered starting at around 1% more per unit. This would be affected by the mix and the quantity of the apparatus purchased.	*
59	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	If the sourced items are items supplied by the brand, these would be treated as a part of the apparatus and the same discount would apply based on the model of the apparatus. For items purchased as loose equipment or customer requested items, these would be provide at cost with a 30% or less markup.	*
60	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Driveway up to \$5,000 is included and will be adjusted up or down based on the actual cost plus a \$200 admin fee. For shipments where the apparatus has to be shipped or flown to it's destination, these additional cost over and above getting the vehicle to the port would be the responsibility of the member. Pre-build and inspection trips are not included. Taxes are not included. NFPA requires we provide 3 days of training on all aerials, industrial pumpers, and ARFFs which is include in the quote. All other training is provided by the selling dealer.	*
61	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated above, we have included up to \$5,000 allowance for delivery on each unit. If the actual price to deliver is less, the member will receive a credit. If the actual price is more, the member will be responsible for the added expense. This is also true for PDI and Dealer Delivery and training. We have included values within the quote for different models but the member could be billed more or provided a credit depending on the actual cost.	*
62	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As stated above, our standard quote includes delivering the apparatus to the port. Cost associated with completing the delivery is on a case by case basis depending on the additional requirements set by the member. We would provide a quote for their approval.	*
63	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Nothing unique. We provide delivery of the vehicle as requested by the end user. If the apparatus is being shipped on a boat, the member might request the apparatus be wrapped and/or loaded in a container. The expense for these items would be based on a case by case basis and would differ based on the type vehicle, weight, size, and market price at the time of the shipment.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
64	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	While we must be competitive on all cooperative procurement contracts, ultimately the market and the competition drive our pricing to your members. The key is which contract you use, its simplicity, and the support from the management team with the respective contract. Sourcewell is our go to contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
65	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We use a self audit spreadsheet which gives the selling dealer a go/no go visual indicator of their compliance to the contract. The goal of the spreadsheet was to communicate how the numbers were calculated and to show the customer we met or exceeded the contracted discounts within the RFP.	*
66	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We track sales proposed as Sourcewell contracted business versus actual booked business. Currently this information can be sorted by quote number, truck number, customer, state/province, apparatus model, date sold, delivered/not delivered, and/or selling dealer.	*
67	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	.75% of the contracted amount with admin fee ceilings based on the following: All commercial chassis products (except aerals) = \$1500.00 max All custom chassis products (except aerals) = \$1750.00 max All aerals = \$2000.00 max All apparatus accident repairs/re-chassis/body remount, apparatus upgrades, and Spartan chassis quotes = \$1750.00 max Combinations of multiple apparatus purchased via the same purchase order = \$2000.00 max. The above admin fees were chosen to compete with the many other cooperative contracts the member would have at their disposal. If you use a straight percentage of 1% the admin fee will be too high and the member will move to the more competitive contract. Thus, the purchase will not be booked thru Sourcewell. Parts and service programs/contracts as per the following:	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
68	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	As it relates to fire apparatus: The REV Group and its multiple fire apparatus brands (REV Fire Group) offer Sourcewell members a wide variety of models. These include brush trucks, urban interface units, crew haulers, air and light units, light rescues, medium rescues, heavy rescues, combo rescues, walk-in/walk around rescues, command vehicles, hazmat vehicles, pumpers, rescue pumpers, wet side tankers, dry side tankers, vacuum tankers, elliptical tankers, aerial booms, aerial ladders, aerial platforms, ARFF units, ARFF foam testing units, and Rhino turrets. In addition to apparatus, we offer service/maintenance, parts, training, refurbishment/upgrades, accident repair services, and any other new/product or service agreed upon by the member and fits within the scope of the RFP. As it relates to Spartan Chassis - these chassis' are offered by many fire apparatus manufacturers which are not part of the REV GROUP/REV Fire Group. In most cases they are competitors of the REV Fire Group. That said, within the scope of the RFP, we wanted to provide our dealer partners and Spartan Chassis' OEMs the option to offer chassis upgrades, re-chassis options, wreck repairs, and body remounts on a new Spartan chassis via the Sourcewell contract, thus eliminate the requirement of going out to bid.. The agreed discount and admin fee would only be based on the chassis quote. All other expenses, labor, parts, and loose equipment would be listed separately from the chassis line item quote, must be approved by the Sourcewell member, and fit within the scope of the RFP.
69	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For fire apparatus - we offer leasing, trade-ins, pre-pay discounts, and multiple unit discounts. For leasing this would be handled thru REV Leasing, one of many third party leasing companies within the industry, or through local institutions agreed upon by the member and fits within the scope of the RFP. For service/parts purchases - these would brand specific new parts, vendor supplied parts, brand/dealer supplied parts/loose equipment, brand/dealer supplied PPE/fire fighting support equipment, services (other-TBD) where the need expressed by the member fits within the scope of the RFP, and any volume discounts which may apply. For Product Life Cycle Extension Services - these would include wreck repairs, apparatus upgrades, apparatus refurbishes, dealer/third party annual aerial inspection/certification, dealer/third party annual pump testing, and dealer/third party contracted services (other-TBD) where the need expressed by the member fits within the scope of the RFP. For Extended Warranties - these would included warranties offered specifically by the brand (base warranty extensions and/or bumper to bumper warranties, third party drivetrain warranties, vendor supplied extended warranties, or additional warranties requested by the member and falls within the scope of the RFP. Contract Services - these would be brand provided service contracts, training offered by each brand, service contracts negotiated with our dealer partners, parts contracts negotiated with our dealer partners, training services negotiated with our dealer partners, or any added contract services agreed upon by the member and fits within the scope of the RFP.

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
70	Firefighting apparatus and service vehicles, of all types, such as: pumper/engine, initial attack, mobile water supply, aerial, quint, special service, mobile foam, command and communications, and purpose-built firefighting or rescue trailers	☒ Yes ☐ No	Do not offer rescue trailers.	*
71	Wildland fire apparatus, of all types, such as: fire suppression equipment, mobile water supply, and crew carriers	☒ Yes ☐ No	All of the mentioned including brush trucks and initial attack vehicles.	*
72	Aircraft rescue and firefighting vehicles	☒ Yes ☐ No	Also providing a mobile foam tester.	*
73	Purpose-built chassis and vehicle components for firefighting apparatus and fire service vehicles	☒ Yes ☐ No	Offering brand specific chassis for wreck repair, refurb, and chassis upgrades. Also offering Spartan custom built chassis as additional option for re-chassis solutions.	*
74	Equipment, options, accessories, and supplies complementary or incidental to the purchase of a turnkey or complete unit of the types described in Lines 70-72 above	☒ Yes ☐ No	Offered thru the manufacturing brand or selling dealer.	
75	Services related to the offering of the solutions described in Lines 70-74, including installation, customization, remount, refurbishment, inspection, repair, maintenance, training, and support	☒ Yes ☐ No	All of the items are offered. Also offering accident repairs.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *
76	Describe available service and repair options for the equipment and products offered in your proposal.	A list of dealers and service locations is provided. Depending on the dealer's capabilities added services may be available. This could include pump testing, aerial testing, air pack testing/repair, upfitting, and/or wreck repair.
77	Describe available remount or refurbishing services included within your proposal, the pricing method for such services, and any related order processes.	A list of dealers and service locations is provided. Depending on the dealer's capabilities these added services may be available. If not available at the dealer location the manufacturing brand could provide labor and material quotes based on the requested repairs.
78	Describe your compliance with US standards for the equipment and products offered in your proposal, including applicable federal and state requirements.	Most of our manufacturing facilities are ISO9001 Quality Certified All vehicles must be built to NFPA 1901 or 1906. We provide the member a Letter of Compliance and any item requested not meeting these standards is listed as non-compliant whereas the member and/or dealer must sign and dictate who is responsible for correcting the deficiency prior to putting vehicle in service. See attachments. All ARFFs must meet NFPA 414 and NFPA 412 Standards. Some facilities undergo and pass the UL Inspection Program (VIP) for NFPA 1901. See attachments. Must meet FMVSS—Federal Motor Vehicle Safety Standards All custom cabs must meet the Economic Commission for Europe (ECE) R-29 cab crash testing. Society of Automotive Engineers (SAE) Standards where specified. Underwriters Laboratories (UL & ULC) Federal Aviation Administration (FAA) AC 150/5220-10 for ARFF
79	Describe your compliance with Canadian standards for the equipment and products offered in your proposal, including applicable federal and provincial requirements.	The same as U.S. built units but with the following additional testing requirements: Must meet ULC S515 for all apparatus sold in Canada. Must meet CMVSS—Canadian Motor Vehicle Safety Standards International Civil Aviation Organization (ICAO) Units delivered in Canada must also pass a required motor vehicle test prior to unit being put into service.

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to the Sourcwell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcwell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Pricing](#) - REV Group_ E-ONE Apparatus Models_Pricing_Discounts Updated.pdf - Tuesday November 30, 2021 15:44:05
 - [Financial Strength and Stability](#) - REV GROUP (REV Fire Group) Financial Strength and Stability.pdf - Tuesday November 30, 2021 15:15:51
 - Marketing Plan/Samples (optional)
 - [WMBE/MBE/SBE or Related Certificates](#) - REV Fire Group Certifications.pdf - Tuesday November 30, 2021 15:47:00
 - [Warranty Information](#) - REV Fire Group Warranties.pdf - Tuesday November 30, 2021 16:05:38
 - [Standard Transaction Document Samples](#) - 20211110 Q113020 Mesa AZ, H & E (AZ) Custom Summary Report - Amended.pdf - Tuesday November 30, 2021 16:20:31
 - [Upload Additional Document](#) - REV Group Misc Files.pdf - Tuesday November 30, 2021 16:18:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Fred Cureton, National Contract Manager, REV Group, INC.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Fire_Apparatus_RFP_113021 Sat November 20 2021 12:53 PM	☒	5
Addendum_3_Fire_Apparatus_RFP_113021 Thu November 11 2021 02:09 PM	☒	1
Addendum_2_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1
Addendum_1_Fire_Apparatus_RFP_113021 Fri October 29 2021 09:20 AM	☒	1



CONSENT AGENDA ITEM NO. 7.F.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Amendment to the Contract with Tyler Technologies for the Procurement of Mobile Site Licensing, Electronic Crash Reporting, and Fire Prevention Mobile to the Enterprise Public Safety Suite, in the Amount of \$213,411, as requested by the Police Department and the Fire Department.

RECOMMENDED MOTION: That the proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The City has partnered with Tyler Technologies since 2005 to provide and maintain our Computer-Aided Dispatch (CAD) system, which serves as a critical component of our public safety operations. This longstanding partnership has ensured reliable and efficient support for emergency response services, including Police, Fire, and Emergency Medical Services. To enhance the functionality of the CAD system and improve operational efficiency, an amendment to the existing contract with Tyler Technologies is proposed. This amendment includes the following additions which will be purchased utilizing a limited source justification:

1. Site Licensing for Mobile CAD Products will allow CAD access on any authorized device, providing first responders with greater flexibility and situational awareness in the field. This enhancement will improve coordination and streamline operations across all departments.
2. The integration of electronic crash reporting for the Police Department into the CAD system will modernize the way crash data is collected and reported. This will reduce manual processes, improve accuracy, allow for a robust data collection and analysis for crash prevention education and transparency, and ensure timely submission of reports, ultimately enhancing public safety and traffic management efforts.
3. The addition of Fire Prevention Mobile will enable the Fire Department to conduct pre-plans using mobile devices, allowing for real-time updates and access to critical information during emergencies. By digitizing fire prevention pre-planning, the Fire Department can improve its readiness and response capabilities.

These enhancements are designed to integrate seamlessly with the City's existing Tyler Technologies CAD system, avoiding the disruptions and compatibility issues associated with third-party solutions. The proposed amendments will improve the efficiency and effectiveness of public safety operations while maintaining the integrity of our current system.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, this was budgeted and will be paid from the Communication Center Other Professional / Technical Services account (10015118-70220). Stakeholders can locate this account in the FY 2025 Budget Book titled Budget Overview & General Fund on page 238.

Respectfully submitted for consideration.

Prepared by: Darren Wolf, Communication Center Manager

ATTACHMENTS:

[PD 1B Resolution](#)

[PD 1C Resolution Exhibit A - Agreement Amendment](#)

[PD 1D Limited Source Justification Letter](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING AN AMENDMENT TO THE CONTRACT WITH TYLER TECHNOLOGIES FOR THE PROCUREMENT OF MOBILE SITE LICENSING, ELECTRONIC CRASH REPORTING, AND FIRE PREVENTION MOBILE TO THE ENTERPRISE PUBLIC SAFETY SUITE, IN THE AMOUNT OF \$213,411

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement (Exhibit A) with Tyler Technologies be approved for the procurement of mobile site licensing, electronic crash reporting, and fire prevention mobile to the enterprise public safety suite, in the amount of \$213,411 ("PURCHASE"); and

WHEREAS, the original agreement was effective June 30, 2025, to provide and maintain our Computer-Aided Dispatch (CAD) system, which serves as a critical component of our public safety operations; and

WHEREAS, the PURCHASE consists of the following: (1) Site Licensing for Mobile CAD Products to allow CAD access on any authorized device, providing first responders with greater flexibility and situational awareness in the field which will improve coordination and streamline operations across departments; (2) the integration of electronic crash reporting for the Police Department into the CAD system will modernize crash data collection and reporting to reduces manual processes, improve accuracy, allow for a robust data collection and analysis for crash prevention education and transparency, and ensure timely submission of reports; and (3) the addition of Fire Prevention Mobile will enable the Fire Department to conduct pre-plans using mobile devices, allowing for real-time updates and access to critical information during emergencies which will improve readiness and response capabilities; and

WHEREAS, the City Council finds it in the best interest of the City to approve the agreement.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Agreement, and any other necessary documents.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A



AMENDMENT

This amendment ("Amendment") is effective as of the date of signature of the last party to sign as indicated below ("Amendment Effective Date"), by and between Tyler Technologies, Inc., a Delaware corporation with offices at 840 West Long Lake Road, Troy, MI 48098 ("Tyler") and City of Bloomington, with offices at 305 S East St., Bloomington, IL 61701-7609 ("Client").

WHEREAS, Tyler and the Client are parties to a License Agreement with an effective date of June 30, 2005 (the "Agreement"); and

WHEREAS, Tyler and Client now desire to amend the Agreement.

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and the Client agree as follows:

1. The software and/or services set forth in Exhibit(s) 1 to this Amendment are hereby added to the Agreement.
2. The following payment terms, as applicable, shall apply:
 - a. Additional software fees will be invoiced 100% on the Amendment Effective Date.
 - b. Associated maintenance and support fees prorated for a time period commencing on the Amendment Effective Date and ending at the same time as the end of the then-current annual maintenance term for previously licensed software under the Agreement, are due on the Amendment Effective Date. Subsequent annual maintenance fees will be invoiced in accord with the then-current Support Agreement.
 - c. *Annual Services*: Annual services (including subscription services) not otherwise addressed herein shall have an initial term prorated for a time period commencing on the Software Access Date and ending at the same time as the end of the then-current annual maintenance and support term under the Agreement. Such prorated fees shall be invoiced on the Software Access Date. To align with the maintenance and support term under the Agreement, Annual Services will renew automatically for additional one (1) year renewal terms unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Subsequent annual services fees, at Tyler's then-current rates, are invoiced annually in advance.
 - d. Additional Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Amendment Investment Summary.
 - e. Travel expenses shall be invoiced as incurred and only in accordance with our then-current Business Travel Policy.
3. Without limiting the terms of the Agreement, you understand and agree that the Tyler Software set forth in the Investment Summary as subscription or software as a service ("SaaS") do not include perpetual rights. If you do not pay the required annual fee in accordance with the Invoicing and Payment Policy, your right to use the applicable Software will be suspended unless and until payment in full has been made. Tyler Software provided as SaaS is subject to the Tyler SaaS Services Terms and Service Level Agreement found here: <https://www.tylertech.com/terms/tyler-saas-services>.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.
5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Amendment as of the date of signature of the last party to sign as indicated below.

Tyler Technologies, Inc.

By: Sherry Clark

Name: Sherry Clark

Title: Group General Counsel

Date: 11/11/24

City of Bloomington, IL

By: _____

Name: Jeff Jurgens

Title: City Manager

Date: _____

ATTEST:

Amanda Stutsman, Deputy City Clerk

Date Signed



Exhibit 1

Amendment Investment Summary

The following Amendment Investment Summary details the software, products, and services to be delivered by us to you under the Agreement. This Amendment Investment Summary is effective as of the Amendment Effective Date.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK



Quoted By: Ramsen Khoshaba
 Quote Expiration: 12/31/24
 Quote Name: Mobility Site License + eCrash + FPM

Sales Quotation For:

Bloomington Police Department
 305 S East St
 Bloomington IL 61701-7609
 Phone: +1 (309) 434-2366

Tyler Software

Description	License	Discount	License Total	Year One Maintenance
Enterprise Public Safety				
Mobile				
Law Enforcement Mobile Site License	\$ 70,400	\$ 10,560	\$ 59,840	\$ 12,566
-Enterprise Law Enforcement Field Mobile				
-LE Dispatch/Messaging/State/NCIC				
-Drivers License Mag Stripe Reader/Barcode Reader Interface				
-Mugshot Image Download				
-LE In-Car Mapping / AVL				
-LE In-Car Routing				
Fire/EMS Mobile Site License	\$ 65,450	\$ 9,818	\$ 55,632	\$ 11,683
-Enterprise Fire Field Mobile				
-Fire Dispatch/Messaging				
-Fire In-Car Mapping / AVL				
-Fire In-Car Routing				
Total	\$ 135,850	\$ 20,378	\$ 115,472	\$ 24,249
Sub-Total	\$ 135,850		\$ 115,472	\$ 24,249

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Page 1

<u>Less Discount</u>	<u>\$ 20,378</u>	<u>\$ 0</u>
<u>Mobility Credit Discount</u>	<u>\$ 11,804</u>	<u>\$ 11,804</u>
TOTAL	\$ 103,668	\$ 24,249

Annual / SaaS

Description	Fee	Discount	Annual
Fire Prevention Mobile			
Fire Prevention Mobile			
Product Integration FPM-CAD & Fire Field Mobile	\$ 0	\$ 0	\$ 0
Inspector Mobile	\$ 4,178	\$ 418	\$ 3,760
Enforcement Mobile			
License			
Enforcement Mobile Site License	\$ 54,000	\$ 13,320	\$ 40,680
Interface			
Interface: IDOT - State of Illinois	\$ 2,049	\$ 307	\$ 1,742
Interface: eCommerce - Lexis Nexis Crash Sales	\$ 2,049	\$ 307	\$ 1,742
Device Level - Enterprise Public Safety	\$ 0	\$ 0	\$ 0
Subscription License Fees			
Crash Report Software (w/Drawing Tool) (Site License)	\$ 30,000	\$ 4,500	\$ 25,500

TOTAL**\$ 73,424****Services**

Description	Quantity	Unit Price	Discount	Total
Enforcement Mobile				
Project Management	1	\$ 1,500	\$ 0	\$ 1,500
Set Up & Configuration - Crash Report	1	\$ 2,500	\$ 0	\$ 2,500
Training: Standard Crash Training Package	1	\$ 1,500	\$ 0	\$ 1,500
Set-Up & Configuration - OS platform - iOS	1	\$ 0	\$ 0	\$ 0
Fire Prevention Mobile				
Setup & Configuration Services	15	\$ 200	\$ 0	\$ 3,000

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Training Services - Inspector Mobile Plus
User Training Videos and Job Aids - Inspector Mobile Basic

4 \$ 200 \$ 0 \$ 800
1 \$ 0 \$ 0 \$ 0

TOTAL

\$ 9,300

Summary

Recurring Fees

One Time Fees

Total Tyler Software
Total Annual
Total Tyler Services
Total Third-Party Hardware, Software, Services
Estimated Travel

\$ 103,668
\$ 0
\$ 9,300
\$ 0
\$ 2,770

\$ 24,249
\$ 73,424
\$ 0
\$ 0
\$ 0

Summary Total

\$ 97,673

Contract Total

\$ 115,738
\$ 213,411

Optional Tyler Annual / SaaS

Description	Fee	Discount	Annual
Enforcement Mobile			
Subscription License Fees			
Interface: Caliber RMS (Crash)	\$ 2,049	\$ 307	\$ 1,742
Interface: Caliber RMS (Citation)	\$ 2,049	\$ 307	\$ 1,742

TOTAL

\$ 3,484

Assumptions

For additional information, please visit <https://empower.tyleritech.com/enterprise-public-safety-specifications.html>

Decisions about on-site versus remote planning meetings and training delivery will be decided mutually during the initial kickoff meetings.

Data loading services include the following: Loading the published fire codes and standards that are in-scope. Loading occupancy data. Assumptions for loading of occupancy data: While there is no limit to the number of occupancy records to be loaded, the line item for Setup and Configuration Services assumes certain minimum requirements. The following requirements must be met for us to load occupancy data: The data must be provided in the form of a spreadsheet or .csv file with each record being a single row in the spreadsheet. A collection of tables from an existing database cannot be accepted. Different types of data can be provided in separate spreadsheets as long as there is a key field/ID linking the spreadsheets together. For example, you can provide address and business name information in one spreadsheet and contact information in a second spreadsheet. But there must be a unique ID that links a contact in the second spreadsheet to the "owning" occupant in the first spreadsheet. Spreadsheets cannot be linked using address or occupant name. These are not considered "keys". If your occupancy data is coming from more than one source, there must be no overlap between the records from each source. Time spent trying to blend together two or more overlapping spreadsheets is not included in this proposal line item. Optional Data Conversion Services: Tyler does not perform any data clean up. This is the responsibility of our client. No parsing, concatenation, etc. will be completed by Tyler. This will need to be done in the legacy system or in the data export prior to providing the data to Tyler's MobileEyes team. Exception: Parsing full street addresses into individual fields for each piece of the address (address, directional prefix, street name, street type, directional suffix, city, state, zip code). Exception: The client can provide multiple spreadsheets of data with records that are linked through a record key assuming the number of spreadsheets is six or less. An example of this would be a separate spreadsheet of contact data with a record key that enables linking of the contacts to the location and occupancy records. No "fuzzy" matching of records – e.g., matching on address or business name – will be done. Data conversion services included: Data mapping – This includes mapping of each field of the customer data to a corresponding field in MobileEyes. Where there is no direct match to a client field, the Tyler project manager will meet with the designated client data decision maker to determine a) whether to load that field, and b) if the decision is to load it, then which MobileEyes field it will be loaded into. Data loading – This includes loading the client data into the MobileEyes Web database per the approved data map. Examples of services considered "data clean up" and therefore, not included: Removal of records from the data set that the client does not want loaded. For example, removing residential records or properties that the Fire Marshal's Office does not inspect. These must be removed by the client from the data set prior to providing the file to Tyler for data mapping. Data manipulation/changing of data that is provided in the export. For example, a field that will become a pick list field in MobileEyes has more unique values than the client wants the pick list to have. (Example, the Section field has 20 unique values represented in the data and the customer wants to consolidate the number of unique values to 10.) We will do a reasonable amount of data clean up, organization, and standardization of your data before loading it, but the department or agency is responsible for the accuracy and completeness of the data. You will have an opportunity to review the data before it is loaded. Optional services not included in the proposal: The following optional services are available and can be priced separately: Data loading of inspection history. Data loading of invoice history. Data loading of permit history.

An unlimited Law Enforcement Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

An unlimited Fire/EMS Mobile Site License is included for the agencies listed on this proposal. Additional training, services, third-party software and hardware may be required depending on modules and units deployed.

Quote includes the following:

- Crash Configuration (MDT)
- IL 1050 Crash Report
- IL Driver Exchange (Included with Crash configuration)
- Mobile Device Integration (Tyler Enterprise Mobile)
- Crash Site License with EM Web Portal crash diagram tool
- IDOT Crash Report Interface
- Lexis Nexis Crash Sales Interface
- All services to manage, implement and train-the-trainers
- eCitation Site License (eCitation discount reflects what was already purchased for eCitation licenses)
- Customer will use crash diagram tool on Enforcement Mobile website portal
- Website diagram tool license (Up to 100 users)

Optional Services and Software (Not purchased):

- Caliber RMS Interface (Citation)*
- Caliber RMS Interface (Crash)*

*Vendor may charge an interface fee, please consult with your vendor.

FPM Scope:

2 licenses of Inspector Mobile for all shift personnel to do pre plan surveys. Upgraded from Basic to provide access to auto scheduling.
NO codes loaded. FD does not do inspections. Inspectors work for code enforcement.

Interface with Public Safety: Includes loading PPM.

4 hours of administrative training.

Video training tools.

15 hours of setup including loading a database.

Bloomington IL Mobility eCrash eCitation and FPM Amendment

Final Audit Report

2024-11-11

Created:	2024-11-11
By:	Ruth Ann Hines (ruthann.hines@tylertech.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAABuoso9fH0j_FetsSDI8X1_KN8d-qTqQk

"Bloomington IL Mobility eCrash eCitation and FPM Amendment" History

-  Document created by Ruth Ann Hines (ruthann.hines@tylertech.com)
2024-11-11 - 2:42:19 PM GMT- IP address: 163.116.249.77
-  Document emailed to Sherry Clark (sherry.clark@tylertech.com) for signature
2024-11-11 - 2:42:49 PM GMT
-  Email viewed by Sherry Clark (sherry.clark@tylertech.com)
2024-11-11 - 7:58:21 PM GMT- IP address: 107.115.171.120
-  Document e-signed by Sherry Clark (sherry.clark@tylertech.com)
Signature Date: 2024-11-11 - 7:58:41 PM GMT - Time Source: server- IP address: 107.115.171.120
-  Agreement completed.
2024-11-11 - 7:58:41 PM GMT

06-LIMITED SOURCE JUSTIFICATION

(Requester completes Section A & B)

SECTION A –LIMITED SOURCE PURCHASE:

Complete if a purchase is \$5,000 or over and due to reasons of previous capital investment, improved public service, long-term operational need, security, patents, copyrights, critical need for responsiveness, proximity, Federal, State or other regulations, necessary replacement parts and/or compatibility, warranty, this procurement justifies a limited source exemption.

Vendor Name & # **Tyler Technologies #2002**

Amount: **\$213,411.00**

Date: **12/09/2024**

Description of item/services: **Tyler Technologies - Enterprise Public Safety - Contract Amendment to add Mobility Site Licensing, Electronic Crash Reporting, and Fire Prevention Mobile**

Justification:

Since 2005, Tyler Technologies has been the trusted provider of the City's Computer-Aided Dispatch (CAD) system. Their continued partnership ensures system compatibility, seamless integration, and operational consistency within our public safety infrastructure. This amendment seeks to build on that relationship with the addition of Mobile site licensing for both police and fire departments, which allows each first responder to have a mission critical device at their fingertips. This amendment also expands on our commitment to efficiency by adding Electronic Crash reporting to the Enforcement Mobile Suite, improving officer workflows and allowing for less time spent writing crash reports. Finally, this amendment adds the Fire Prevention Mobile module which will allow fire department staff to conduct pre-plan inspections which will be accessible via CAD for use during emergency responses.

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

Jamal A. Simington

Digitally signed by Jamal A. Simington
DN: cn=Jamal A. Simington, o=Bloomington Police Department,
ou=Chief of Police, email=jsimington@cityblm.org, c=US
Date: 2024.11.25 10:00:56 -06'00'

11/25/2024

(Name and Signature of Department Director or Designee)

Date

SECTION C –TO BE COMPLETED BY PROCUREMENT OFFICE:

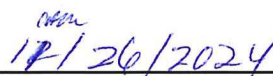
Based on the information provided in Section A and attached supporting documents,

I concur ☒ / do not concur ☐ (see below) with purchase to be a Limited Source.

Do not concur for the following reason(s):



Name and Signature of Purchasing Agent or Designee



Date



CONSENT AGENDA ITEM NO. 7.G.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Contract Amendment to Extend the Terms of Two Intergovernmental Agreements with McLean County for Animal Control Removal and Shelter Services, through March 31, 2025, in the Amount of \$39,330, as requested by the Legal Department and the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1e. Partnering with others for the most cost-effective service delivery
Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: On December 16, 2021, the City of Bloomington entered into two agreements with the County of McLean. The first agreement would provide the City with animal control removal services, including the removal of stray dogs and cats, the removal of deceased animals from the public rights of way, and the removal of nuisance wild animals. The second would provide shelter for those stray cats and dogs to be impounded through County removal services. These agreements will expire on December 15, 2024, without an amendment to extend, disrupting the vital services the City is receiving from the County.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, this will be paid from the General Fund Police Animal Warden Service account (10015110-70800). Stakeholders can locate information on this account in the FY 2025 Budget Book titled Budget Overview and General Fund on page 232.

Respectfully submitted for consideration.

Prepared by: Melody Mansour, Contract Specialist

ATTACHMENTS:

[LGL 1B Resolution](#)
[LGL 1C Resolution Exhibit A - IGA](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING A CONTRACT AMENDMENT TO EXTEND THE TERMS OF TWO INTERGOVERNMENTAL AGREEMENTS WITH MCLEAN COUNTY FOR ANIMAL CONTROL REMOVAL AND SHELTER SERVICES THROUGH MARCH 31, 2025, IN THE AMOUNT OF \$39,330

WHEREAS, subject to the provisions of the City Code, City staff are recommending an amendment to the Intergovernmental Agreements (Exhibit A) for Animal Control Removal and Shelter Services with the County of McLean ("AMENDMENT") be approved for an extension through March 31, 2025, in the amount of \$39,330 ("SERVICE"); and

WHEREAS, SERVICE provides necessary support to maintain public health and safety and consists of the removal of stray and/or nuisance dogs and cats, removal of deceased animals in public rights of way, removal of potentially dangerous or harmful wild animals, and shelter for those dogs and cats that have been impounded; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Amendment.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Amendment, and any other necessary documents.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

AMENDMENT TO EXTEND THE TERMS OF TWO INTERGOVERNMENTAL AGREEMENTS WITH THE COUNTY OF MCLEAN FOR ANIMAL CONTROL REMOVAL AND SHELTER

This first Amendment, made and entered into this ____ day of December 2024, by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter “CITY”), and COUNTY OF MCLEAN, (hereinafter “COUNTY”), WITNESSETH that:

WHEREAS, on December 16, 2021, a City of Bloomington Agreement for Animal Control Removal Services and a separate City of Bloomington Agreement for Animal Control Shelter (“Agreements”) were made between the CITY and COUNTY for the removal of stray dogs and cats within the corporate limits of the CITY, and to provide quality shelter for dogs and cats subject to impoundment within the jurisdictional boundaries of the CITY;

WHEREAS, the parties desire to amend the Agreements, as set forth herein, to extend the aforementioned Agreements through March 31, 2025.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. The recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.

2. Amendment to Agreement.

Section 1. of the City of Bloomington Agreement for Animal Control Removal Services shall read as follows:

“1. That parties enter this Agreement from December 16, 2021 through March 31, 2025.”

Section 3(c).:

“One hundred and sixteen thousand, four hundred and eighty-four dollars (\$116, 484) payable in monthly installments of nine thousand seven hundred and seven dollars (\$9707), beginning December 16, 2023 and continuing through ~~December 15, 2024~~ March 31, 2025.”

Section 1. of the City of Bloomington Agreement for Animal Control Shelter shall read as follows:

“1. That parties enter this Agreement from December 16, 2021 through March 31, 2025.”

Section 3(a)iii.:

“Forty thousand, eight hundred and thirty-six dollars (\$40,836), payable in monthly installments of three thousand, four hundred and three dollars (\$3,403) beginning December 16, 2023 and continuing through ~~December 15, 2024~~ March 31, 2025.”

3. In all other respects the City of Bloomington Agreement for Animal Control Removal Services and City of Bloomington Agreement for Animal Control Shelter shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the City of Bloomington Agreement for Animal Control Removal Services and City of Bloomington Agreement for Animal Control Shelter in duplicate this day and year first above written.

CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its Deputy City Clerk

COUNTY OF MCLEAN

By: _____
Its Chairman

ATTEST:

By: _____
Its County Clerk



CONSENT AGENDA ITEM NO. 7.H.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on (1) a Resolution Approving an Agreement with P.J. Hoerr, Inc., for Police Department Security Improvements, in an Amount Not to Exceed \$413,819; and (2) a Resolution Approving the Purchase of Mini Personal Computers and Monitors for the Police Department Security Upgrades, in an Amount Not to Exceed \$30,000, as requested by the Department of Operations & Engineering Services and the Police Department.

RECOMMENDED MOTION: The proposed Resolutions be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 2. Upgrade City Infrastructure and Facilities

Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

Objective 2e. Investing in the City's future through a realistic, funded capital improvement program

Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: The Police Station is nearly 25 years old, and, as regulations and statutes have evolved over the past few decades, operational and security requirements for the Police Department have dramatically changed. The requirements make it necessary to make improvements to increase security. Improvements to the public lobby of the Police Station include adding walls, ballistic-resistant films, and other features that increase safety for staff and visitors.

In addition, improvements to the Police Criminal Investigation Division will create a Real Time Crime Center that enhances the Department's ability to investigate crimes more expeditiously by adding technology and related infrastructure. The improvements also allow the City to collaborate more effectively with other law enforcement agencies while maintaining privacy and security requirements that meet current standards.

To address these needs, the Police Department budgeted for improvements in the Fiscal Year 2025 budget and opened Bid #2025-26. A sole bid of \$521,290 was received from P.J. Hoerr, which is considerably higher than the \$349,354 estimated. At the regular meeting on September 9, 2024, Council rejected the sole bid from P.J. Hoerr and waived technical bidding requirements to allow staff to negotiate a more cost-effective proposal with P.J. Hoerr for the completion of the security improvements at the Police Department.

Staff negotiated a lower cost of \$413,819 for the completion of these improvements. The

primary reductions included the removal of damages from the agreement, changing some interior components from bullet-resistant to impact-resistant materials, and utilizing an alternate door and security film subcontractor. In addition, substantial savings were gained by removing the purchase of mini personal computers and monitors from the agreement and having the City purchase these items directly for installation by P.J. Hoerr, in an amount not to exceed \$30,000. The total new project cost is \$443,819, which is a savings of \$77,471 compared to the bid.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: P.J. Hoerr, Inc.

FINANCIAL IMPACT: If approved, the City will execute an Agreement with P.J. Hoerr, Inc. for Police Department Security Improvements, in an amount not to exceed \$413,819. This will be paid from the Capital Improvement Fund Building Improvement account (40100100-72520). While not listed as an FY 2025 Capital Improvement Fund project, funds are available due to canceled or postponed projects and grant funding coming available for other projects. Stakeholders can locate information on this account in the FY 2025 Budget Book titled Other Funds & Capital Improvement on page 81. In addition, this approval will authorize the purchase of mini PCs and monitors, in an amount not to exceed \$30,000. This will be paid from the General Fund Information Technology Office Supplies account (10011610-71010). Stakeholders can locate information on this account in the FY 2025 Budget Book titled Budget Overview & General Fund on page 164.

Respectfully submitted for consideration.

Prepared by: Russ Waller, Facility Manager

ATTACHMENTS:

[DOES 1B Resolution \(Agreement\)](#)
[DOES 1C Agreement](#)
[DOES 1D Resolution \(Purchase\)](#)
[DOES 1E Bid Negotiation](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING AN AGREEMENT WITH P.J. HOERR, INC., FOR POLICE DEPARTMENT SECURITY IMPROVEMENTS, IN AN AMOUNT NOT TO EXCEED \$413,819

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with P.J. Hoerr, Inc. (Exhibit A) be approved for security improvements to the Police Department, in an amount not to exceed \$413,819 (PROJECT); and

WHEREAS, City Council waived the technical bidding requirements and allowed City staff to negotiate a more cost-effective solution to complete the improvements, pursuant to Resolution 2024-044; and

WHEREAS, the PROJECT consists of improvements to the public lobby of the Police Station to include adding walls, ballistic-resistant films, and other features that increase safety for staff and visitors. In addition, additional technology and related infrastructure will allow the Police Criminal Investigation Division to create a Real Time Crime Center that enhances the Department's ability to investigate crimes more expeditiously; and

WHEREAS, these security improvements have been identified for fiscal year 2025; and

WHEREAS, direct negotiations with P.J. Hoerr, Inc. resulted in a revised cost of \$413,819 to complete the improvements; and

WHEREAS, negotiated savings included the City's direct purchase of mini PCs, monitors, and other AV equipment at a cost of \$28,436; and

WHEREAS, the City Council finds it in the best interest of the City to approve the agreement.

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

SECTION 1. That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the Agreement, directly purchase mini PCs, monitors, and other AV equipment, and any other necessary documents.

PASSED this 2nd day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

CITY OF BLOOMINGTON AGREEMENT WITH

P.J. Hoerr, Inc.

FOR

Police Department Security Upgrades

THIS AGREEMENT, dated this ____ day of ____ December ____, 2024, is between the City of Bloomington, IL (hereinafter "CITY") and P.J. Hoerr, Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

☐

This Agreement was not subject to a formal solicitation process by the CITY.

☒

This Agreement was subject to the following procurement initiative by the CITY:
Police Department Security Upgrades (Bid #2025-26 Negotiations) (hereinafter "REQUEST").
Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

☐

This Agreement does not require the furnishment of any bonds by the VENDOR.

☒

- This Agreement is subject to bonding requirements.
- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
 - ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising solely from the gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.



This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

P.J. Hoerr, Inc.

Attn: Colin Logue

117 Merle Lane

Normal, IL 61761

colin@pjhoerr.com

Copy to:

Heyl, Royster, Voelker & Allen PC

Attn: Kenneth E. Davies, Esq

300 Hamilton Blvd.

Peoria, IL 61602

KDavies@heyloyroyster.com

If to CITY:

City of Bloomington

Attn: City Manager

115 E. Washington St., Suite 400

Bloomington, IL 61701

admin@cityblm.org

Copy to:

City of Bloomington

Attn: Legal Department

115 E. Washington St., Suite 403

Bloomington, IL 61701

legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

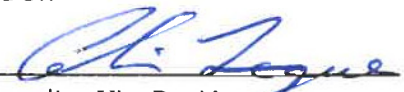
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By: 
Its Vice President

By: 
Its Senior Estimator

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

OVERVIEW

The City of Bloomington proposes to contract security upgrades at the Police Department located at 305 S. East Street. The work includes upgrades to the customer service officer (CSO) and criminal investigation division (CID) areas and will include general remodeling, electrical, data and other related modifications.

Date of Substantial Completion: It is understood and agreed that time is of the essence in this contract, and the Contractor agrees to begin actual work covered by this Contract after notification by the City of Bloomington to commence work and to prosecute the same with all due diligence to complete all work necessary for occupancy on or before a mutually agreeable date based on material lead times and other relevant factors. It is understood that "Completion" shall mean completion to the point of acceptance by the City of Bloomington, i.e. Substantial Completion/beneficial occupancy. Work must be completed in stages to maintain use of the facility per the plans and specifications.

Completion Date: All work under this contract shall have a completion date of no later than 30 calendar days after substantial completion.

Other terms and conditions as outlined in the Procurement Documents.

EXHIBIT B
COSTS/FEES

BASE BID

1) Security Upgrades as shown in the plans and specifications, Addenda & Other Related Project Documents	\$441,800.00
2) Contingency (10% of Bid)	<u>\$44,180.00</u>
Total Base Bid	\$485,980.00

ALTERNATE 1

1) Room 213 Improvements per plans and specifications, Addenda & Other Related Project Documents	\$10,400.00
2) Contingency (10% of Bid)	<u>\$1,040.00</u>
Total Alternate 1	\$11,440.00

ALTERNATE 2

1) Security Glazing Film per plans and specifications, Addenda & Other Related Project Documents	\$21,700.00
2) Contingency (10% of Bid)	<u>\$2,170.00</u>
Total Alternate 2	\$23,870.00

TOTAL BID	\$521,290.00
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Negotiated Items

City to acquire mini PCs directly
City to acquire monitors directly
Remove damages from Contract

Change gypsum from bullet resistant to impact resistant
Change door from bullet resistant to standard commercial

TOTAL REDUCTION	\$107,471.00
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TOTAL NEGOTIATED AGREEMENT	\$413,819.00
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RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING THE PURCHASE OF MINI PERSONAL COMPUTERS AND MONITORS FOR THE POLICE DEPARTMENT SECURITY UPGRADES, IN AN AMOUNT NOT TO EXCEED \$30,000

WHEREAS, subject to the provisions of the City Code, City staff are recommending the purchase of mini personal computers and monitors (PURCHASE), in an amount not to exceed \$30,000; and

WHEREAS, during negotiations with P.J. Hoerr Inc., it was determined that the City would be allowed to acquire mini personal computers and monitors for the Police Department Security Upgrades; and

WHEREAS, improvements to the Police Criminal Investigation Division will create a Real Time Crime Center that enhances the Department's ability to investigate crimes more expeditiously by adding technology and related infrastructure; and

WHEREAS, the improvements also allow the City to collaborate more effectively with other law enforcement agencies while still maintaining privacy and security requirements meeting current standards; and

WHEREAS, the PURCHASE consists of four mini personal computers and nine monitors of which the monitors will be purchased utilizing the joint purchasing contract that provides the best pricing and product at the time as cost can fluctuate frequently; and

WHEREAS, the mini personal computers are below the \$5,000 purchasing threshold that allows for flexibility of buying without a formal process such as quotes or solicitation; and

WHEREAS, the specific PURCHASE amount and product description will be determined during the purchase process but will be at a cost not to exceed \$30,000; and

WHEREAS, the City Council finds it in the best interest of the City to approve the purchase.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Purchase, and any other necessary documents.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

POLICE DEPARTMENT SECURITY UPGRADES					
BID #2025-26					
Base Bid				P.J. Hoerr, Inc.	
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Security Upgrades as Shown in the Plans & Specifications	1	Lump Sum	\$441,800.00	\$441,800.00
2	Contingency (10% of Line Item 1)	1	Lump Sum	\$44,180.00	\$44,180.00
	Total				\$485,980.00
Alternate 1					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Room 213 Improvements	1	Lump Sum	\$10,400.00	\$10,400.00
2	Contingency (10% of Line Item 1)	1	Lump Sum	\$1,040.00	\$1,040.00
	Total				\$11,440.00
Alternate 2					
Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Security Glazing Film	1	Lump Sum	\$21,700.00	\$21,700.00
2	Contingency (10% of Line Item 1)	1	Lump Sum	\$2,170.00	\$2,170.00
	Total				\$23,870.00
	TOTAL BID				\$521,290.00
Negotiated Items					
Line Item	Description	Quantity	Unit of Measure	Savings	Total
1	Acquire mini PCs in house	1	Lump Sum	\$17,186.00	\$17,186.00
2	Acquire monitors in house	1	Lump Sum	\$27,440.00	\$27,440.00
3	Remove Damages from Contract	1	Lump Sum	\$10,500.00	\$10,500.00
4	Change gypsum from bullet resistant to impact resistant	1	Lump Sum	\$27,365.00	\$27,365.00
5	Change door from bullet resistant to standard commercial	1	Lump Sum	\$5,455.00	\$5,455.00
6	Alternate Door & Security Film	1	Lump Sum	\$19,525.00	\$19,525.00
	Total				\$107,471.00
	TOTAL NEGOTIATED AGREEMENT WITH PJ HOERR				\$413,819.00
	Mini PCs (Direct purchase by COB)	4	EA	\$800.00	\$3,200.00
	Monitors (Direct purchase by COB)	9	EA	\$2,804.00	\$25,236.00
	Total Direct COB Total				\$28,436.00
	TOTAL PROJECT COST				\$442,255.00
	TOTAL PROJECT SAVINGS				\$79,035.00



CONSENT AGENDA ITEM NO. 7.I.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving an Amendment to Resolution No. 2024 - 064 Approving an Intergovernmental Agreement Between the City of Bloomington, the Town of Normal, and the County of McLean, IL for the 2024 Byrne Justice Assistance Grant Program Award (Grant #13686637), as requested by the Police Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: The Byrne Justice Assistance Grant ("JAG") is awarded to fund certain law enforcement-related expenses such as training, technology, and equipment. The City of Bloomington, the Town of Normal, and the County of McLean are separate jurisdictions, and the Bloomington Police Department has historically administered the grant for these jurisdictions. A requirement of accepting the JAG is an intergovernmental agreement ("IGA") between the jurisdictions that defines the roles and the amounts each jurisdiction is to be awarded. An agreement is required even if one or more of the jurisdictions do not receive funds.

Council approved Resolution 2024-064, to which an accurate copy of the IGA was attached, incorrectly identified the Grant year and included amounts inconsistent with the amounts agreed to in the IGA. As a result, staff request a resolution to amend Resolution No. 2024 - 064 to reflect the total grant amount of \$33,963 will be received by the City of Bloomington, who agrees to pay the Town of Normal \$13,067 and the County of McLean \$2,100. The Town of Normal agrees to pay the County \$1,300 which brings the County of McLean's total to \$3,400. The proposed amendment to the Resolution does not change the IGA.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Town of Normal and County of McLean

FINANCIAL IMPACT: The Bloomington Police Department is estimated to receive \$18,796. These grant dollars will be recorded in the Police JAG Grant account (10015110-53155). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 231.

Respectfully submitted for consideration.

Prepared by: Amber Nigliaccio, Office Manager

ATTACHMENTS:

PD 3B Resolution

PD 3C Resolution Exhibit A - IGA

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION NO. 2024 – 064
APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF
BLOOMINGTON, THE TOWN OF NORMAL, AND THE COUNTY OF MCLEAN, IL
FOR THE 2024 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD
(GRANT #13686637)**

WHEREAS, subject to the provisions of the City Code, via Resolution 2024-064, City staff recommended, and the Council approved, an intergovernmental agreement (IGA) between the City of Bloomington, the Town of Normal, and the County of Mclean, IL for the 2024 Byrne Justice Assistance Grant Program (JAG) Award (Exhibit A); and

WHEREAS, Resolution 2024-064, to which an accurate copy of the IGA was attached, incorrectly identified the Grant year and included amounts inconsistent with the amounts agreed to in the IGA; and

WHEREAS, Resolution No. 2024 – 064 should be amended to be consistent with the 2024 JAG Grant and indicate that the awards funded by the 2024 JAG award include \$3,400 to McLean County, \$11,767 to the Town of Normal, and \$18,796 to the City; and

WHEREAS, the proposed amendment to the Resolution does not change the IGA; and

WHEREAS, the City Council finds it in the best interest of the City to approve the Amended Resolution.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Amended Resolution, and any other necessary documents.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

GMS Application Number: GRANT13686637

THE STATE OF Illinois

CONTRACT NO. _____

COUNTY OF McLean

KNOW ALL BY THESE PRESENT

INTERLOCAL AGREEMENT

BETWEEN THE CITY OF BLOOMINGTON, IL AND THE COUNTY OF MCLEAN, IL

2024 BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD

This Agreement is made and entered into this 12th day of November, 2024, by and between The County of McLean, acting by and through its governing body, McLean County Board, (hereinafter referred to as "COUNTY"), the City of Bloomington, acting by and through its governing body, the City Council, (hereinafter referred to as "CITY"); and the TOWN of Normal, acting by and through its governing body, the Town Council, (hereinafter referred to as "TOWN"), all of McLean County, State of Illinois, witnesseth:

WHEREAS, this Agreement is made under the authority of the COUNTY, CITY, and TOWN Government codes; and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, the Bureau of Justice Assistance ("BJA") has made a Joint Allocation of Justice Assistance Grant ("JAG") funding to the TOWN and CITY in the amount of \$33,963.00, and the TOWN and CITY agree to share funds with the COUNTY; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement.

NOW THEREFORE, the COUNTY and CITY agree as follows:

Section 1.

The CITY is the recipient of the entire Joint Allocation and agrees to pay the TOWN \$13,067.00.

Section 2.

The CITY agrees to pay the COUNTY \$2,100.00.

Section 3.

The TOWN agrees to pay the COUNTY \$1,300.00.

Section 4.

CITY agrees to use \$18,796.00 for technology, training, and equipment.

Section 5.

Nothing in the performance of this Agreement shall impose any liability for claims against the CITY other than claims for which liability may be imposed by the Tort Claims Act.

Section 6.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY of Bloomington, IL



Mboka Mwilambwe
Mayor, City of Bloomington

Attest:



Leslie Yocum
City Clerk, City of Bloomington



Approve as to Form:



Christopher Spanos
Corporate Counsel, City of Bloomington

COUNTY of McLean, IL

Catherine Metsker
~~John McIntyre~~ Catherine Metsker
McLean County Board Chairman

Matt Lane
Matt Lane
McLean County Sheriff

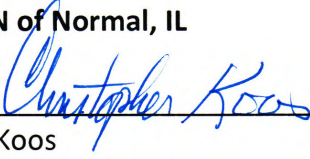
Attest:

Kathy Michael 
Kathy Michael
County Clerk, McLean County

Approve as to Form:

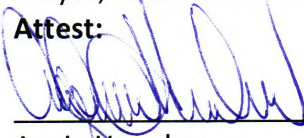
Trevor Sierra
Assistant Civil State Attorney

TOWN of Normal, IL


Chris Koos

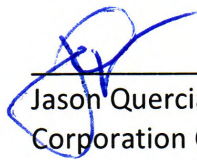
Mayor, Town of Normal

Attest:

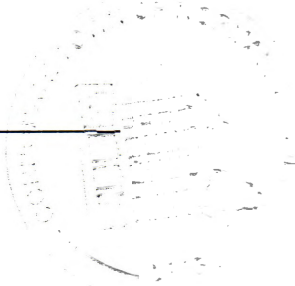

Angie Huonker

Clerk, Town of Normal

Approve as to Form:


Jason Querciagrossa

Corporation Counsel, Town of Normal





CONSENT AGENDA ITEM NO. 7.J.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Approving an Agreement with Sprint Communications Company L.P. for the Continued Maintenance and Use of a Fiber Optic Cable System Established Under and Over Certain Public Rights of Way in the City of Bloomington, Illinois, as requested by the Department of Operations & Engineering Services and the Legal Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 1e. Partnering with others for the most cost-effective service delivery

Objective 5a. Well-planned City with necessary services and infrastructure

BACKGROUND: If approved, the City will move forward with the proposed Franchise Agreement, which is a ten-year renewal of an agreement between the City and Sprint Communications Company L.P. (Sprint) allowing Sprint to operate a fiber optic system across certain named rights of way. The rights of way involved are specified in the agreement. Sprint and the City have had an agreement of this kind going back to the mid-1980s. The current agreement with Sprint expires on December 17, 2024. The proposed Agreement has been largely updated from the original agreement, to provide for necessary language and clause updates, policy changes, and necessary coverages. Some months ago, Sprint requested that the agreement be renewed. Staff have had no issues with Sprint's activities under the previous agreements and recommend continuation in the approval of this new agreement.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Jonathan Kothe, Civil Engineer I

ATTACHMENTS:

[DOES 2B Ordinance](#)

[DOES 2C Ordinance Exhibit A](#)

ORDINANCE NO. 2024 - _____

AN ORDINANCE APPROVING AN AGREEMENT WITH SPRINT COMMUNICATIONS COMPANY L.P. FOR THE CONTINUED MAINTENANCE AND USE OF A FIBER OPTIC CABLE SYSTEM ESTABLISHED UNDER AND OVER CERTAIN PUBLIC RIGHTS OF WAY IN THE CITY OF BLOOMINGTON, ILLINOIS

WHEREAS, the City of Bloomington (City) is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, subject to the provisions of the City Code, City staff are recommending an agreement with Sprint Communications Company L.P. (Sprint) be approved for the continued maintenance and use of a fiber optic cable system established under and over certain public rights of way in the city of Bloomington, Illinois; and

WHEREAS, Sprint, organized under the laws of the State of Delaware and authorized to do business in the State of Illinois, has petitioned the City of Bloomington, a municipal corporation organized under the laws of the State of Illinois (City) asking that the right, permission, and authority be granted to it by the City for the continued maintenance and use of a fiber optic cable system established under and over certain public rights-of-way in the City; and

WHEREAS, the City and Sprint have agreed upon the terms, provisions, and conditions granting permission and authority to use certain public rights-of-way as set forth in the attached Agreement (Exhibit A); and

WHEREAS, the City Council finds it in the best interest of the City to approve the agreement.

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

SECTION 1. The above recitals are incorporated into and made a part of this Ordinance as though fully set forth herein.

SECTION 2. The Agreement attached hereto between the City and Sprint (Exhibit A) is approved and the Mayor and the City Clerk are authorized to sign the Agreement for the City.

SECTION 3. The City Clerk is hereby authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 5. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 9th day of December 2024.

APPROVED this _____ day of December 2024.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

FRANCHISE AGREEMENT BETWEEN SPRINT COMMUNICATIONS COMPANY L.P. AND THE CITY OF BLOOMINGTON, ILLINOIS

SECTION 1. This Franchise Agreement (hereinafter, the “Agreement” or “Franchise Agreement”) is made between the City of Bloomington, an Illinois municipal corporation, (hereinafter, the “City”) and Sprint Communications Company L.P. and/or its successors in interest (hereinafter, “Grantee”) this _____ day of _____ (the “Effective Date”). The Parties desire to enter into this Franchise Agreement for the construction, operation and maintenance of a utility transmission/distribution system (“System”) on the terms and conditions set forth herein.

SECTION 2. The System shall be installed:

- A. Where the tracks of the Union Pacific Railroad formerly the Illinois Central Gulf Railroad cross at grade or go over or under City streets: 1) under the Washington Street at grade crossing; 2) on the railroad structures above Division Street, Market Street and Olive Street; and 3) within railroad right-of-way under Emerson Street, Locust Street, Oakland Avenue and Miller Street for a total distance of 519 feet.
- B. Within the right-of-way of the Norfolk & Southern Railroad and prior Conrail Railroad right-of-way and shall cross public right-of-way for a total crossing distance of 2,008 feet, beneath a total of 25 public streets and sidewalks, as follows:

<u>Road Name</u>	<u>Linear Feet</u>
East Street	65
Morris Avenue	80
Roosevelt Street	53
Lee & Taylor Street	88
Mason Street	60
Low Street	73
Olive Street	80
Allin Street	80
Grove Street	85
Western Avenue	50
Front Street	138
Howard Street	66
Main Street	80
Center Street	68
Oakland Avenue	172
Gridley Street	62
Lincoln Street	50
Chestnut (Alley)	23
Locust Street	74
Mulberry (Alley)	23

M.L. King Drive	100
Market Street	114
Stillwell & Sheridan	192
Washington Street	66
Madison Street	66

SECTION 3. The above-described uses of public way shall exist by authority granted under this Agreement for a period of ten (10) years from and after the date of approval of this Agreement.

SECTION 4. Grantee shall at all times comply with any and all applicable laws, ordinances, statutes, and governmental rules, regulations and codes.

SECTION 5. Upon termination of the privileges herein granted, Grantee, without cost or expense to the City, shall either remove the System herein authorized and restore the public way to a proper condition under the supervision of the City's Department that permits utility installations in the public rights-of-way or abandon the System in place if the City so approves (which approval shall not be unreasonably withheld). Grantee shall remain liable to the City under the provisions of this Agreement until the System is removed or properly abandoned in place as reasonably acceptable to the City. If Grantee wishes to abandon the System in place, notice shall be given to the City in writing of the intent to do so. Such notice shall state the date on which the System shall be abandoned and identify which parts of the System will be abandoned in place and the method of abandonment. In the event of the failure, neglect or refusal of Grantee to remove the System, the City shall have the choice of either performing said work and charging the cost thereof to the Grantee or determining that said work shall be performed by a contractor, and billing the Grantee for the costs of said contract. The cost incurred by the City in such system removal shall be promptly paid by the Grantee within twenty-one (21) days after a bill for costs is deposited in the mail or presented to the Grantee, or the City may proceed against the surety bond of the Grantee or pursue any other remedies provided by law. Grantee shall have no further responsibility to the City with respect to the System abandoned unless within 90 days of receipt of Grantee's notice, the City directs Grantee to remove all or any part of the System. In such event Grantee shall remove the System as provided herein. Grantee's right, title and interest in any part of the System abandoned in place shall pass to the City and the City may remove, use, lease or sell such System without liability to or consent from Grantee. Grantee or its successors shall remain liable for remediation of any environmental hazards left in place that were the result of the construction, installation, operation, maintenance or abandonment of the System or any of its parts by Grantee prior to the removal or abandonment of the System.

SECTION 6. Within ninety (90) days following written notice from the City, the Grantee shall, at its own expense, protect, support, temporarily or permanently disconnect, remove, relocate, change or alter the position of any System facilities within the rights-of-way whenever the corporate authorities have determined that such removal, relocation, change or alteration, is reasonably necessary for the construction, repair, maintenance, or installation of any City improvement in or upon, or the operations of the City in or upon, the rights-of-way. Within thirty (30) days following written notice from the City, the Grantee shall, at its own expense, remove from the rights-of-way all or any part of any unauthorized facility or related appurtenances that

Grantee owns, controls, or maintains within the rights-of-way. A facility is unauthorized and subject to removal in the following circumstances:

- 1) Upon expiration or termination of the permittee's State license or franchise, unless otherwise permitted by applicable law;
- 2) If the facility was constructed or installed without the prior grant of a State license or franchise, if required;
- 3) If the facility was constructed or installed without prior issuance of a required permit; or
- 4) If the facility was constructed or installed at a location not permitted by the applicable law or this Agreement.

The City retains the right and privilege to cut or move any facilities located within the City rights-of-way, as the City may determine to be necessary, appropriate or useful in response to any public health or safety emergency. If circumstances permit, the municipality shall attempt to notify the Grantee, if known, prior to cutting or removing a facility and shall notify the Grantee, if known, after cutting or removing a facility.

SECTION 7. All parts of the System installed pursuant to this Agreement and all work completed in connection with the installation and maintenance of the System shall be performed so as not to interfere unreasonably with ordinary travel on the rights-of-way of the City or with any municipality owned infrastructure including but not limited to communication, traffic signals, water or sewer pipes then in place or placed after this Agreement. Appropriate safeguards shall be used to ensure the safety of the public. Traffic control shall be setup in accordance with current City and IDOT – Illinois Department of Transportation standards and in compliance with the MUTCD – Manual on Uniform Traffic Control devices. Permission shall be obtained from the agency with roadway jurisdiction prior to closing travel lanes except in the case of an emergency or short-term duration. Appropriate safety measures shall be used to protect pedestrians, cyclists and any other sidewalk, multiuse path or bike lane users. Grantee, after doing or having done any excavating, shall leave the surface of the ground in the same condition as it existed prior to the excavation. All disturbed sidewalks, parkways, or pavements shall be restored by Grantee, and the surface restored with the same type of material as existing prior to being disturbed. Sidewalks shall be replaced by whole panel to the nearest control joint. Sidewalks and ramps must be replaced to current standards including compliance with IDOT – Illinois Department of Transportation standards, ADA – Americans with Disabilities Act, and PROWAG – Public Rights of Way Accessibility Guide. Repairs to any part of an American with Disabilities Act (ADA)-compliant ramp require the entire ramp to be brought into compliance with the then-current standards. Pavements and all City infrastructure shall be repaired according to the details contained in the then-current version of the City's Manual of Practice for Public Improvements in Bloomington, Illinois. The surface to be restored shall be with the same type of material as existed prior to the disturbance, and in the event that any right-of-way, real property, or fixed improvement thereon shall become uneven, unsettled, damaged, or otherwise require restoration, repair or replacement because of such disturbance or damage of the Grantee, then the Grantee shall promptly, but in no event longer than fourteen (14) days after receipt of notice from the City, and at the Grantee's sole cost and expense, restore as nearly as practicable to their former condition said property or improvement which was disturbed or damaged. Should adverse weather conditions cause delay in completing the work, the Grantee shall promptly notify the City upon onset of the delay.

Thereafter, the City may direct temporary repairs be made to remain in place until the weather allows permanent repairs to be installed and the Grantee shall promptly install said temporary repairs or extend such time for work completion to a date certain. The date extension shall take into account the weather conditions and other factors affecting the work. The Grantee shall complete the work on or before the date certain. The Grantee shall notify the City when the work is complete. If the Grantee fails to restore the property in accordance with the above, then the City may, if it so desires, contract with a third party for such restoration or utilize its own work forces, to restore such property. The Grantee shall pay the reasonable cost incurred by the City for such restoration within twenty-one (21) days after the receipt of a written bill for such cost.

SECTION 8. The permission and authority granted under this Agreement may be revoked by the Bloomington City Council if Grantee fails or neglects to comply with any aspect of this grant of authority, but only after Grantee has been given a reasonable amount of time to cure any defaults. At the sole discretion of the City, construction operations in rights-of-way shall be discontinued when such operations would create hazards to traffic or the public health, safety, and welfare. Such operations may also be required to be discontinued or restricted when conditions are such that construction would result in extensive damage to the right-of-way or other property.

SECTION 9. Grantee shall, at its own expense, provide proof of continuous general liability insurance (certificate of insurance) for this project in the sum of Five Million Dollars (\$5,000,000), per occurrence, arising out of the agreement including installation, removal, relocation, alteration, repair, maintenance, restoration, and any other aspect of the System referred to in this Agreement, and from damages thereto on account of the location, construction, alteration, repair or maintenance of any public street, sidewalk, right-of-way, bridge, underpass, subway, tunnel, vault, sewer, watermain, conduit, pipe, pole, and all aspects of any other utility or public facility as result of this agreement. The insurance coverage required under this Section shall name the City as an additional insured, and be maintained at all times by Grantee until the System referred to in this Agreement is removed or properly abandoned as agreed to by the City. All insurance provided pursuant to this section shall be provided under valid and enforceable policies, issued by insurers legally able to conduct business with the licensee in the State of Illinois. All insurance carriers and surplus line carriers shall be rated "A-" or better and of a class size "X" or higher by A.M. Best Company. The required coverage limits set forth above may be composed of any combination of primary and excess (umbrella) insurance policies.

SECTION 10. The permission and authority granted under this Agreement shall not be exercised and any work to the System shall not be commenced until a permit authorizing the work is issued by the City and upon the faithful observance and performance of all conditions and provisions of this Agreement. Prior to issuance of a permit(s) for installation of any cable in the City rights-of-way, the Grantee shall submit plans and specifications for the installation to the City. The cable shall be installed in a reasonable manner as approved by the City, such approval not to be unreasonably withheld. The plans and specifications shall be provided by the Grantee to the City and the City shall have not less than the afforded time as in accordance with the Telephone Company Act (220 ILCS 65/1, et seq.) to review said plans and issue the appropriate permit(s). Communication facilities within the City rights-of-way shall be constructed, operated, and maintained in conformity with the provisions of 83 Ill. Adm. Code Part 305 (formerly General Order 160 of the Illinois Commerce Commission) entitled "Rules for Construction of Electric

Power and Communications Lines”. Any changes to the plans and specifications for the work shall be submitted to the City for approval prior to the work being completed. The Grantee shall not be required to obtain permits or other approval from the City for the maintenance, or repair of its constructed facilities, unless specifically required by the State law or City Code. The Grantee shall provide notice of excavation hereunder in accordance with the Illinois Underground Utility Damage Prevention Act (220 ILCS 50/1, et seq.) The Grantee shall provide information about the System as requested by the City including the field location and marking of any parts of the System as requested by the City.

SECTION 11. No material shall be stored on the rights-of-way without the prior written approval of the City. When such storage is permitted, all pipe, conduit, wire, poles, cross arms, or other materials shall be distributed along the rights-of-way prior to and during installation in a manner to minimize hazards to the public or an obstacle to rights-of-way maintenance or damage to the rights-of-way and other property.

SECTION 12. The Grantee shall conduct all tree-trimming and vegetation control activities in the right-of-way in accordance with applicable Illinois laws and regulations and City ordinances. Applications for tree trimming permits shall include assurance that the work will be accomplished by competent workers with supervision who are experienced in accepted tree pruning practices. Tree trimming permits shall designate an expiration date in the interest of assuring that the work will be expeditiously accomplished. Poor pruning practices resulting in damaged or misshapen trees will not be tolerated and shall be grounds for cancellation of the tree trimming permit and for assessment of damages. The City will require compensation for trees extensively damaged and for trees removed without authorization. The formula developed by the International Society of Arboriculture will be used as a basis for determining the compensation for damaged trees or unauthorized removal of trees. The City may require the removal and replacement of trees if trimming or radical pruning would leave them in an unacceptable condition. The Grantee shall not spray, inject or pour any chemicals on or near any trees, shrubs or vegetation in the City for any purpose, including the control of growth, insects or disease. Spraying of any type of brush-killing chemicals will not be permitted on rights-of-way unless the Grantee demonstrates to the satisfaction of the City that such spraying is the only practicable method of vegetation control.

SECTION 13. The Grantee shall annually provide one or more contact person(s) who can act on its behalf in connection with emergencies involving the Grantee’s facilities in the rights-of-way and a 24-hour telephone number for such persons.

SECTION 14. Grantee agrees to furnish the City a surety bond in the amount of One Hundred Thousand Dollars (\$100,000) written by a company authorized to do business in the State of Illinois. The bond shall be in existence during the term of this Agreement and shall be conditioned upon Grantee’s performance of its obligations under this Agreement and compliance with all applicable laws and codes. In the event Grantee, after reasonable notice, fails to perform under any term of this Agreement or applicable law or code, the City may, in addition to other remedies, recover on the surety bond. For the City to recover from Grantee or the surety company under this Section, and except as otherwise provided under this Agreement, it is not necessary that the City first make any expenditure or perform any work or have any work performed by a private contractor. The City is authorized to determine what costs would be involved to perform the work

and may present the claim to Grantee or the surety company. The bond shall require that the claim be paid within a reasonable amount of time, and in no event less than 90 days from submission of documentation to support the claim.

SECTION 15. In order to facilitate the performance of this Agreement, the City may, at its option, choose to disclose spatial data ("Information") sets developed solely at the time and expense of the City. Upon receipt of any such Information from the City, Grantee shall refrain from copying, disclosing, using, selling, or offering for sale any and all of such Information, other than at the request of the City. Grantee agrees to keep this Information confidential and refrain from disclosing any and all of the information provided by the City and will take all necessary and reasonable steps to prevent unauthorized disclosure or use of any and all of the Information. Grantee may disclose the Information (i) if required to comply with applicable law, regulation, court order, or other legal process, (ii) to third parties that are pre-approved by the City in writing and who are engaged to perform services related to this Agreement. No right or license is granted by the City to Grantee in connection with the Information disclosed. All documents or materials constituting the Information and all reproductions thereof shall at all times remain the sole property of the City and shall promptly be returned by Grantee upon request. This section shall survive the expiration or termination of this Agreement.

SECTION 16. Grantee shall indemnify and hold the City harmless from any and all third-party claims, damages, or liabilities arising out of damage to the System, whether caused in whole or in part by any person or entity, regardless of whether they have a permit from the City or are associated with the City in any direct or indirect manner. This indemnification obligation shall not apply to damages caused by the negligence or willful misconduct of the City, its officers, employees, or agents. Grantee waives all claims against the City, whether arising directly, by subrogation, assignment or otherwise, for any and all damages, direct or indirect, resulting from damage to the System done in whole or in part by the City, its officers, employees and agents or by any other person whether or not they have a permit from the City or are associated with the City in any direct or indirect manner. As part of this Section, Grantee shall, at its own expense, defend all suits and agree to indemnify and save harmless the City and its officers and employees from and against all claims and liabilities of whatever nature arising from the granting of authority under this Agreement to Grantee or imposed upon or assumed by it, or by reason of or in connection with any damage to life, limb, or property as a result of any of the System constructed under or by virtue of this Agreement or use or loss of use thereof, and shall save and keep harmless the City from any and all damages, judgments, costs and expenses of every kind that may arise. This indemnification shall be limited to damages, judgments, costs, and expenses that arise from the Grantee's operations under this Agreement. Notice in writing shall be promptly given to Grantee of any claim or suit against the City and its officers and employees which by the terms of this Agreement, Grantee has agreed to save and keep harmless the City and those persons. The City shall furnish to Grantee all information in its possession relating to a claim or suit. The City Council may, if it so desires, assist in defending any claim or suit. Grantee will not rely upon governmental immunity afforded to the City, and further agrees that it will pay the costs incurred by the City for the necessary defense of any suit against the City, its officers and employees resulting from this franchise grant. Grantee's obligation to indemnify and defend the City shall not extend to any claim, cost, or expense resulting from the City's own negligence or willful misconduct.

SECTION 17. The ten (10) year grant of authority is not automatically renewable and any request for authority for the continued use and maintenance of the public rights-of-way after this Agreement expires or is otherwise terminated in any manner, must be specifically obtained from the City Council, subject to the terms and conditions that may be agreed upon at that time.

SECTION 18. Grantee shall be able to transfer, sublet or assign its rights under this Agreement to any parent, subsidiary or affiliated entity without the expressed written approval of the City, except that Grantee shall provide City with written notice of its intent to transfer, sublease, or assign at least ninety (90) days prior to such transfer, sublet, or assignment. Any entity to whom such transfer, sublet or assignment occurs shall be responsible for all responsibilities and duties of Grantee as provided under this Agreement. Grantee shall remain secondarily responsible for all the responsibilities and duties in the event the other party does not perform or properly perform the duties and responsibilities during the term of this Agreement.

SECTION 19. Notice under this Agreement shall be sent to the parties at the following addresses:

City of Bloomington:

City of Bloomington
Attn: City Clerk
109 E. Olive Street
Bloomington, IL 61701
cityclerk@cityblm.org
legal@cityblm.org

Grantee: Sprint Communications Company L.P.
Attn: Director, Fiber Acquisition
2450 N Street, NW (4th Floor)
Washington, DC 20037
ROWRenewals@cogentco.com

An additional copy should be mailed to:
Sprint Communications Company L.P.
Attn: Legal Department
2450 N Street, NW (4th Floor)
Washington, DC 20037

SECTION 20. This Agreement shall be in full force and effect upon approval by the City Council, signature by the Mayor and receipt by the City Clerk of Grantee's written and unconditional acceptance of all of the provisions of this Agreement. Upon becoming effective, this Agreement shall replace and shall supersede the previous agreement between Grantee and the City of Bloomington approved by the City Council on January 11, 2010 and signed by the Mayor of Bloomington on January 12, 2010.

City of Bloomington, Illinois,
A Municipal Corporation

Sprint Communications Company L.P.

By: _____
Mboka Mwilambwe, Mayor

By: *Dave Schaeffer*
Dave Schaeffer (Nov 14, 2024 14:18 EST)
David Schaeffer, CEO

Date: _____

Date: **Nov 14, 2024**

Attest: _____

Witness: _____

Leslie Yocum, City Clerk

Brian Phillips
Brian Phillips (Nov 14, 2024 13:22 CST)
Brian Phillips



CONSENT AGENDA ITEM NO. 7.K.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: Ward 4 and Ward 7

SUBJECT: Consideration and Action on a Resolution Ratifying and Approving an Intergovernmental Agreement with the Bloomington Normal Water Reclamation District (BNWRD) for the Exchange of Infrastructure Assets, as requested by the Department of Operations & Engineering Services.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services
Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner
Objective 1e. Partnering with others for the most cost-effective service delivery
Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

BACKGROUND: If approved, the Resolution will approve an Intergovernmental Agreement ("IGA") that will authorize the City and the Bloomington & Normal Water Reclamation District (BNWRD) to transfer assets between the two entities to change ownership of a combined sewer and box culvert infrastructure to address mutual concerns and needs and to improve reliability and efficiency. The transfers are pursuant to Article VII, Section 10, of the Illinois Constitution, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), and the Municipality and Sanitary District Mutual Expenditure Act (50 ILC 335/0.01, et seq.), which allow local governments to enter into an IGA to obtain or share services or to exercise, combine, or transfer powers and functions. City staff and BNWRD have found that it is necessary and convenient for the City and BNWRD to use, occupy, or improve the transferred assets.

The City's sewers were being installed as early as the 1850s. BNWRD has been treating wastewater from Bloomington and Normal since 1919 when the residents of Bloomington and Normal voted to create a sanitary district. City staff and BNWRD performed a review of the ownership of sanitary sewer, combined sewer, and storm water infrastructure and associated structures and parcels in the City. The proposed resolution and IGA address current infrastructure needs and are considered Phase 1 of other future mutually beneficial asset and property transfer discussions.

On November 12, 2024, BNWRD approved the proposed agreement. City staff have reviewed the agreement and believe the transfer is appropriate based on the situation.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Bloomington & Normal

Water Reclamation District

FINANCIAL IMPACT: The assets being transferred to BNWRD are in need of sewer lining work within the next year. The box culverts being accepted by the City will need to be maintained in the next five years, but no engineering cost estimates have been prepared. If approved, maintenance costs will be included in future budget cycles. Stakeholders can locate information on the City's Sewer Fund in the FY 2025 Budget Book titled Other Funds & Capital Improvement starting on page 146. Stakeholders can locate information on the City's Storm Water Fund in the same budget book starting on page 152.

Attachment *COB-BNWRD Proposed Transfer Data* provides a spreadsheet identifying various financial impacts including approximate asset values. Asset value adjustments will be reviewed with the City's auditors during the FY 2025 fiscal year audit.

Respectfully submitted for consideration.

Prepared by: Jim Karch, Assistant City Engineer

ATTACHMENTS:

[DOES 1B Resolution](#)

[DOES 1C Resolution Exhibit A - IGA](#)

[DOES 1D COB BNWRD Proposed Transfer Data](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION RATIFYING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT (BNWRD) FOR THE EXCHANGE OF INFRASTRUCTURE ASSETS

WHEREAS, pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), and the Municipality and Sanitary District Mutual Expenditure Act (50 ILCS 335/0.01), units of local government in the State of Illinois may contract between themselves to obtain or share services and to exercise or combine functions which either of the units of local government is authorized by law to perform; and

WHEREAS, the Bloomington and Normal Water Reclamation District (BNWRD) is an Illinois unit of local government under the Sanitary District Act of 1917 (70 ILCS 2405) and the City is a home-rule municipal corporation; and

WHEREAS, the BNWRD is the owner of certain box culverts, concrete structures used for storm water conveyance; and

WHEREAS, the City is the owner of a certain sewer extension commonly known as the Kelsey Street Sewer; and

WHEREAS, the BNWRD is a publicly owned treatment works (POTW), operating and maintaining a sanitary sewer collection system for which it holds various National Pollutant Discharge Elimination System (NPDES) permits; and

WHEREAS, the City is responsible for storm water management within its jurisdictional boundaries; and

WHEREAS, it is in the best interests of public welfare and the promotion of economic efficiencies for the City to own and operate the box culverts presently owned by the BNWRD, and for the BNWRD to own the Kelsey Street Sewer; and

WHEREAS, on November 12, 2024, the Board of Trustees of the BNWRD approved the Intergovernmental Agreement Between the Bloomington and Normal Reclamation District and the City of Bloomington For the Exchange of Infrastructure Assets (Agreement), attached hereto and incorporated herein by reference as "Exhibit A".

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

SECTION 1: That the recitals set forth above are true and correct and are incorporated herein by reference as if fully set forth herein.

SECTION 2: That the Agreement is hereby ratified and approved and the Mayor and City Manager are hereby authorized and directed to execute the Agreement and such other documents as may be required to effectuate its terms.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

Exhibit A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE BLOOMINGTON AND NORMAL WATER RECLAMATION DISTRICT AND THE CITY OF BLOOMINGTON FOR THE EXCHANGE OF INFRASTRUCTURE ASSETS

THIS AGREEMENT FOR EXCHANGE OF INFRASTRUCTURE ASSETS ("Agreement") is entered into by and between the BLOOMINGTON NORMAL WATER RECLAMATION DISTRICT ("BNWRD") and the CITY OF BLOOMINGTON ("City"). The BNWRD and City may be collectively referred to herein as the "Parties".

RECITALS

WHEREAS, Article VII, Section 10 of the Illinois Constitution, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), and the Municipality and Sanitary District Mutual Expenditure Act (50 ILC 335/0.01, *et seq.*) permit and encourage local governments to enter into Intergovernmental Agreements to obtain or share services or to exercise, combine, or transfer powers and functions; and

WHEREAS, the BNWRD is a special district established under the Sanitary District Act of 1917 (70 ILCS 2405), and City is a home-rule municipal corporation; and

WHEREAS, the BNWRD is the owner of certain Box Culverts described on Exhibit A, which is attached hereto and incorporated herein by reference;

WHEREAS, Box Culverts (defined on Exhibit A) are concrete structures used for storm water conveyance; and

WHEREAS, the City is the owner of a certain sewer extension commonly referred to as the Kelsey Street Sewer, more specifically described on Exhibit B, which is attached hereto and made a part hereof by reference; and

WHEREAS, the BNWRD is a publicly owned treatment works ("POTW"), operating and maintaining a sanitary sewer collection system for which it holds various National Pollutant Discharge Elimination System ("NPDES") permits; and

WHEREAS, the City is responsible for storm water management within its jurisdiction; and

WHEREAS, it is in the best interest of the public welfare, and promotes economic efficiencies, for the BNWRD to own, operate, and maintain the sewer extension known as the Kelsey Street Sewer; and

WHEREAS, it is in the best interest of the public welfare, and promotes economic efficiencies for the City to own, operate, and maintain the Box Culverts described in Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual premises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the BNWRD and City mutually agree as set forth below.

1. **Recitals.** The recitals set forth above are true and correct and are incorporated herein by reference as if fully set forth herein.

2. Title to Infrastructure Assets. Each of the Parties hereby represents to the other, that said entity is the sole owner of the relevant infrastructure assets, that said assets are not pledged, encumbered, or otherwise subject to any limitation on title or ownership, and that the relevant party has the power and authority to transfer the infrastructure assets as provided herein.

3. Condition of Infrastructure Assets. Each of the BNWRD, and City, have inspected the property that is the subject of this Agreement and, upon personal inspection, represent the following:

- (a) Box Culverts. City has inspected the Box Culverts and determined that same are in good/poor/fair condition based upon their age and, upon information and belief, require maintenance or repair in the next five years.
- (b) Kelsey Street Sewer. BNWRD has inspected the Kelsey Street Sewer and determined that said sewer is in poor condition and requires immediate attention to maintain its structural integrity.
- (c) Each of the parties had an opportunity to perform such inspections as each deemed necessary and appropriate to determine the condition of the property being exchanged by the terms of this Agreement. Neither party is relying upon the representations of the other, and each acknowledges and understands that it will receive the property in its “as is, where is, with all faults” condition, and indemnify and hold harmless the other party for any conditions existing at the time of transfer in accordance with the terms of this Agreement\.

4. Exchange of Infrastructure Assets.

- (a) BNWRD shall assign, transfer and convey to the City, and the City shall accept and receive from the BNWRD, the Box Culverts identified on Exhibit A, in their “as is, where is, with all faults” condition, without representation or warranty as to condition thereof.
- (b) City shall assign, transfer, and convey to the BNWRD, and the BNWRD shall accept and receive from the City, the Kelsey Street Sewer as identified on Exhibit B, in its “as is, where is, with all faults” condition, without representation or warranty as to the condition thereof.

5. Obligations Following Transfer of Infrastructure Assets. Following transfer of infrastructure assets, as provided herein, the transferor shall have no further rights, obligations, or liabilities associated with the transferred infrastructure assets, and transferee shall be solely responsible for ownership, maintenance, repair, replacement and operation of the infrastructure assets received.

6. **Effective Date of Transfer.** No more than fourteen (14) days following adoption of this Agreement by the City and BNWRD, BNWRD shall transfer to City the box culverts, and City shall transfer to BNWRD the Kelsey Street Sewer. The transfer thereof shall be documented by form of assignment reasonably acceptable to the recipient party.
7. **Section Headings.** The section headings in this Agreement are for convenience only; they form no part of this Agreement and shall not affect its interpretation.
8. **Construction.** The Parties acknowledge and agree that (i) each party and its counsel have reviewed the terms and provisions of this Agreement and have contributed to its revision, (ii) the normal rule of construction, to the effect that any ambiguities are resolved against the drafting party, shall not be employed in the interpretation of this Agreement, and (iii) the terms and provisions of this Agreement shall be construed fairly as to all parties hereto and not in favor of or against any party, regardless of which party was generally responsible for the preparation of this Agreement.
9. **Miscellaneous.** This Agreement shall in all respects be governed by, and enforced and interpreted in accordance with, the laws of the State of Illinois. Any and all amendments, elections, waivers, consents, and other agreements with respect to this Agreement shall be made by an instrument or instruments in writing signed by and on behalf of BNWRD and the City. This Agreement constitutes the entire agreement between the Parties hereto, supplanting any prior written or verbal agreement with respect to the infrastructure assets which are the subject of this Agreement.
10. **Severability.** If any provision of this Agreement is deemed invalid for any reason, such invalidation shall not render invalid any other provision of this Agreement which can give effect without the invalid provision.
11. **Effective Date.** This Agreement shall be effective when executed by BNWRD and City.
12. **Governing Law.** This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

[The Balance of this Page is Intentionally Blank. Signatures Follow.]

IN WITNESS WHEREOF, the Bloomington and Normal Water Reclamation District has caused this instrument to be executed in its corporate name by its President, under the attestation of its Clerk, and its corporate seal to be affixed, and the City of Bloomington has caused this instrument to be executed in its corporate name by its Mayor under the attestation of its City Clerk and its corporate seal to be affixed, all in duplicate originals.

**Bloomington/Normal Water
Reclamation District:**

Mart BA
President *Pro - Tem*

Attest:

[Signature]
Clerk

11-12-2024
Date

City of Bloomington, Illinois

Attest:

Mayor

Clerk

Date

EXHIBIT A

- (1) A two-cell box culvert located at Marion Street and Rosney Avenue, herein "Nation Bridge Inspection Standard (NBIS) 057-6306";
- (2) A two-cell box culvert located at Eastholme Avenue and Rosney Avenue (NS Alley), herein "Nation Bridge Inspection Standard (NBIS) 057-6318";
- (3) A two-cell box culvert located along Eastholme Avenue, herein "Nation Bridge Inspection Standard (NBIS) 057-6307"; and
- (4) A two-cell box culvert located along Emerson Street, herein "Nation Bridge Inspection Standard (NBIS) 057-6303".

Collectively, the "Box Culverts".

EXHIBIT B

Valley Sewer is a 36" brick sewer located from maintenance hole (MH) 13390 (Sugar Creek/Autozone) to MH 13400 to MH 13410 to MH 13415 to MH 13420 and to MH 13430 (Division Street @ East Street), commonly known as the "Kelsey Street Sewer".

INFRASTRUCTURE COST SHEET

Future Value
based on 3%
increase per year

Estimated Annual Cost
of the future value at 50
years out - based on 3%
increase per year

$FV = PV(1+r)^n$

$AC = FV / [((1+r)^n - 1) / r]$

Pipe Infrastructure															
Transfer Type	Description	From	To	Year Built	Age as of 2024	Type	Diameter (in)	Diameter (ft)	Length (ft)	Volume (cu. ft.)	Price/Foot	Estimated Current Value	Estimated Future Value (50yrs @ 3%)	Estimated Annual Maintenance Cost (50 year life)	Notes
City to BNWRD	Valley Sewer (aka Kelsey St Sewer)	Sugar Creek (Auto Zone)	Division Street @ East Street			Brick	36	3.00	2,060	14,561	\$250	\$515,000	\$2,257,711.60	\$20,016	Needs repair and sewer lining completed
Box Culvert Infrastructure															
Transfer Type	Description	From	To	Year Built	Age as of 2024	Type	NBIS #	Diameter (ft)	Length (ft)	Volume (cu. ft.)	Price/Foot	Estimated Current Value	Estimated Future Value (50yrs @ 3%)	Estimated Annual Maintenance Cost (50 year life)	Notes
BNWRD to City	Marion St @ Rosney Ave 2 cell box culvert Country Club branch			1946	78	PCC Box	057-6306	2-5'x10' Boxes	100.00		\$5,000	\$500,000	\$2,191,953.01	\$19,433	Needs maintenance in the next five years.
BNWRD to City	NS Alley (Rosney/Eastholme) 2 cell box culvert Country Club			1946	78	PCC Box	057-6318	2-5'x10' Boxes	15.00		\$3,000	\$45,000	\$197,275.77	\$1,749	Needs to be demolished and not
BNWRD to City	Eastholme Ave 2 cell box culvert Country Club branch			1946	78	PCC Box	057-6307	2-5'x10' Boxes	56.00		\$5,000	\$280,000	\$1,227,493.69	\$10,882	Needs maintenance in the next five years.
BNWRD to City	Emerson St 2 cell box culvert Country Club branch			1946	78	PCC Box	057-6303	2-5'x10' Boxes	70.00		\$5,000	\$350,000	\$1,534,367.11	\$13,603	Needs maintenance in the next five years.

NOTE: Estimated Future Value utilized the formula $[FV = PV(1+r)^n]$ where PV is present value and r is the rate of increase and n is the number of years.

Estimated Annual Cost utilized the formula $[AC = FV / (((1+r)^n - 1) / r)]$ where AC is Annual Cost and r is the rate of increase and n is the number of years.

Estimated Current Value of the Valley Sewer is based on current CIPP lining costs to rehabilitate the lines to new condition and simply uses the price/ft and the total length.



CONSENT AGENDA ITEM NO. 7.L.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Amending the Bloomington City Code Updating Chapter 35, Section 75 Pertaining to the Composition of the Public Safety and Community Relations Board (PSCRB), as requested by the Public Safety & Community Relations Commission.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 5. Great Place - Livable, Sustainable City

STRATEGIC PLAN SIGNIFICANCE:

Objective 5b. City decisions consistent with plans and policies

BACKGROUND: The Public Safety and Community Relations Board (PSCRB) would like to change the language in Chapter 35, Section 75, Item C to read *"two of the nine members may be youth members between the ages of 16 and 21 who will serve a one-year term."* The composition of the Board would remain at nine members, however the two positions reserved for youth members would be available for non-youth members. PSCRB has had difficulty in filling the 2 seats that were reserved for youth board members and ability to fill those seats with either youth members or adult members.

The PSRCB held a regular meeting on October 23, 2024, where the Board unanimously approved to recommend the proposed changes to Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: PSCRB

FINANCIAL IMPACT: N/A

Respectfully submitted for consideration.

Prepared by: Greg Wilson, Community Relations Manager

ATTACHMENTS:

[ADM 3B Ordinance](#)

[ADM 3C DRAFT 10232024 PSCRB Minutes](#)

ORDINANCE NO. 2024 – ____

AN ORDINANCE AMENDING THE BLOOMINGTON CITY CODE UPDATING CHAPTER 35, SECTION 75 PERTAINING TO THE COMPOSITION OF THE PUBLIC SAFETY AND COMMUNITY RELATIONS BOARD (PSCRB)

WHEREAS, the City of Bloomington, McLean County, Illinois (City) is an Illinois home-rule municipality; and

WHEREAS, the City Council is responsible for managing the City Code; and

WHEREAS, the Public Safety and Community Relations Board (PSCRB) desires to have additional input contributed from the community; and

WHEREAS, the PSCRB further desires to expand its membership by two full-time, non-youth, voting Board members, increasing the number of voting members from 9 to 11.

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

SECTION 1. That Chapter 35, Section 75 of the Municipal Code of the City of Bloomington, Illinois, 1960, is hereby amended to read as set forth in Exhibit A (additions underlined and deletions stricken).

SECTION 2. The Bloomington City Code is hereby further amended by renumbering, redesignating, and reformatting the chapters and subsections as needed to conform to the above-referenced amendments and removals.

SECTION 3. The City Clerk is authorized and directed to publish this Ordinance in pamphlet form as provided by law.

SECTION 4. This Ordinance shall take effect immediately after passage.

SECTION 5. This Ordinance is adopted pursuant to Home Rule Authority granted to the City of Bloomington by Article VII, Section 6, of the Illinois Constitution, 1970.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

Chapter

35

Article IV Public Safety and Community Relations Board

§ 35-402. [Ch. 35, Sec. 75] Composition.

- A. The PSCRB shall consist of nine members appointed by the Mayor with the approval of the City Council by a 2/3 vote of all Council Members currently serving.
- B. Except as set forth in Subsection C regarding the two youth members, members shall serve for a three-year term; however, at the inception of the Board, two members shall be appointed for a one-year term, two members for a two-year term, and three members for a three-year term, so that terms are staggered.
- C. Two of the nine members ~~shall~~ may be youth members (between the ages of 16 and 21), who shall serve a one-year term.
- D. The chair and a vice-chair of the Board shall be selected amongst the members of the PSCRB.
- E. A majority of the sitting members of the PSCRB shall constitute a quorum.
- F. Members shall serve until their successors are appointed and confirmed, unless removed from office.

Michael Hurt stated that the next meeting date would be November 27, 2024 which was the day before Thanksgiving, and the December meeting was scheduled for Christmas Day. Mr. Hurt suggested a special meeting date to hold a December special quarterly meeting and combine everything for the quarterly and regular meetings.

The following item was presented:

Item 5.H. Consideration and Action on proposing an ordinance to amend city code Chapter 35-402 to amend the number of members on the board.

Mr. Hurt stated the Board had previous conversation regarding a proposed amendment for the composition of the Board. He explained that the change would update the language in Chapter 35, Section 75, Item C to read “*two of the nine members shall may be youth members between the ages of 16 and 21 who will serve a one year term .*”

Board Member Taylor made a motion, seconded by Board Member Farmer, to approve the Item as presented.

Board Chair McFarland directed the Staff Liaison to call roll:

AYES: McFarland; Smith; Farmer; Taylor

Motion passed.

New Business

The following item was presented:

Item 6.A. Review and discussion on police complaints.

Adjournment

Board Member Taylor made a motion, seconded by Vice Board Chair Smith, to adjourn the meeting.

Board Chair McFarland directed the Staff Liaison to call roll:

AYES: McFarland; Smith; Farmer; Taylor

Motion passed.

The Meeting Adjourned at 4:28 PM.

CITY OF BLOOMINGTON

Rachel McFarland, Board Chairperson

Michael Hurt, Staff Liaison



CONSENT AGENDA ITEM NO. 7.M.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: Ward 3

SUBJECT: Consideration and Action on an Application from Chi Family Express, LLC, located at 3907 G.E. Rd., Unit 6, a Change in Classification from a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License to a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: Chi Family Express, LLC (Applicant) is Requesting Approval of a Change in Classification from a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License to a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License. The applicant requests the license for the opportunity to provide customers with more options.

After a Public Hearing on November 12, 2024, the Liquor Commission positively recommended the application to Council. The Applicant also requested approval of a Redefinition of Premises to include Units 5 & 6 which was approved by the Liquor Commission at the November 12, 2024 meeting. Draft minutes of the Hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on November 3, 2024, in *The Pantagraph*. 36 notices were mailed to properties within 500 ft. of the applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class RAS Liquor License is \$3,300 and will be recorded in the Non-Departmental-Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

CLK 3B Application_Chi Family Express LLC
CLK 3C Draft Minutes_Chi Family Express LLC

11/22/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: CHI FAMILY EXPRESS, LLC

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- Email Requesting Classification Change from RBS to RAS and a Redefinition of Premises
- Lease Agreement
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- Verified Establishment Ownership

Current Ownership

Chi Family Express, LLC

- ^ Kevin Chi, 35%
- ^ Jacob Konczyk, 35%
- ^ Gautam Patel, 30%

Items Due Before License Issuance

- Health Dept. Inspection
- Bond (Updated Address)
- Insurance (Updated Address)
- ECD Inspection

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	Chi Family Express LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Chi Family Express & 5
Legal Entity Address <i>(including City, State, and Zip)</i>	3907 General Electric Road Unit 6, Bloomington, IL
Legal Entity Phone Number	(309)808-0142
Legal Entity Email Address	chifamilyexpress@gmail.com & 5
Establishment Address including Zip	3907 General Electric Road Unit 6, Bloomington, IL
Establishment Phone Number	(309)808-0142
Establishment Email Address	chifamilyexpress@gmail.com
*Email Address for ALL City Communications:	chifamilyexpress@gmail.com

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Kevin Chi	Lincoln	IL	62656
Phone Number	Email Address		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
Gautam Patel	Bloomington	IL	61704
Phone Number	Email Address		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Jacob Konczyk	Lincoln	IL	62656
Phone Number	Email Address		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☒ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☐ Yes ☒ No **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* _____
☐ N/A

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ Yes ☐ No Are 21 years of age or older.
☒ Yes ☐ No Are citizens of the United States.
☒ Yes ☐ No Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ Yes ☐ No Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ Yes ☐ No Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☒ Yes ☐ No Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ Yes ☐ No Is the General Manager a resident of McLean County?
- ☐ Yes ☒ No Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ Yes ☒ No Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? If yes, please explain: _____

Nature of License:

- What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Restaurant
- What class of liquor license is being sought? (See descriptions beginning on page 1.) RA
- ☒ Yes ☐ No Will the establishment offer Sunday Sales?
- ☐ Yes ☒ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only) See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
- ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
- State the reason the applicant desires a liquor license for the establishment: Increase business in the area
- If approved, how would the liquor license benefit the City and its residents? Increase revenue taxes; additional small business establishment for local to find a sense of community
- ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
- ☒ Yes ☐ No Will the proposed or current establishment sell food?
- ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol? If yes, what sources will such revenue be derived? Food
- If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

- What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	11 am	10 pm
Tuesday:	11 am	10 pm
Wednesday:	11 am	10 pm
Thursday:	11 am	11 pm
Friday:	11 am	12 pm
Saturday:	11 am	12 pm
Sunday:	11 am	10 pm
- Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.) mixed
 - If there are office or commercial buildings nearby, approximately what are their hours of operation? Bank 8 am - 5 pm on weekdays, Hotel, Financial institution
 - Is the area predominately residential, are they single or multi-family homes? Single Family
- Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) General Electric Road, 2 lanes both ways, no side street parking
Leslie Drive 1 lane 2 ways, allows side street parking
- How much additional traffic is expected to be generated with a liquor license? 2 times traffic
- Describe any and all on- and off-street parking: 2 parking lots, one in by front of building, 1 park lot behind the building, off street parking allowed next to
- How many establishments with liquor licenses are located within 500 ft. of the establishment? 1

**Responsibility:**

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☒ Yes ☐ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: CURRENT LICENSE RBS
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☐ Yes ☒ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Kevin Chi

Name (Please Print)

Owner

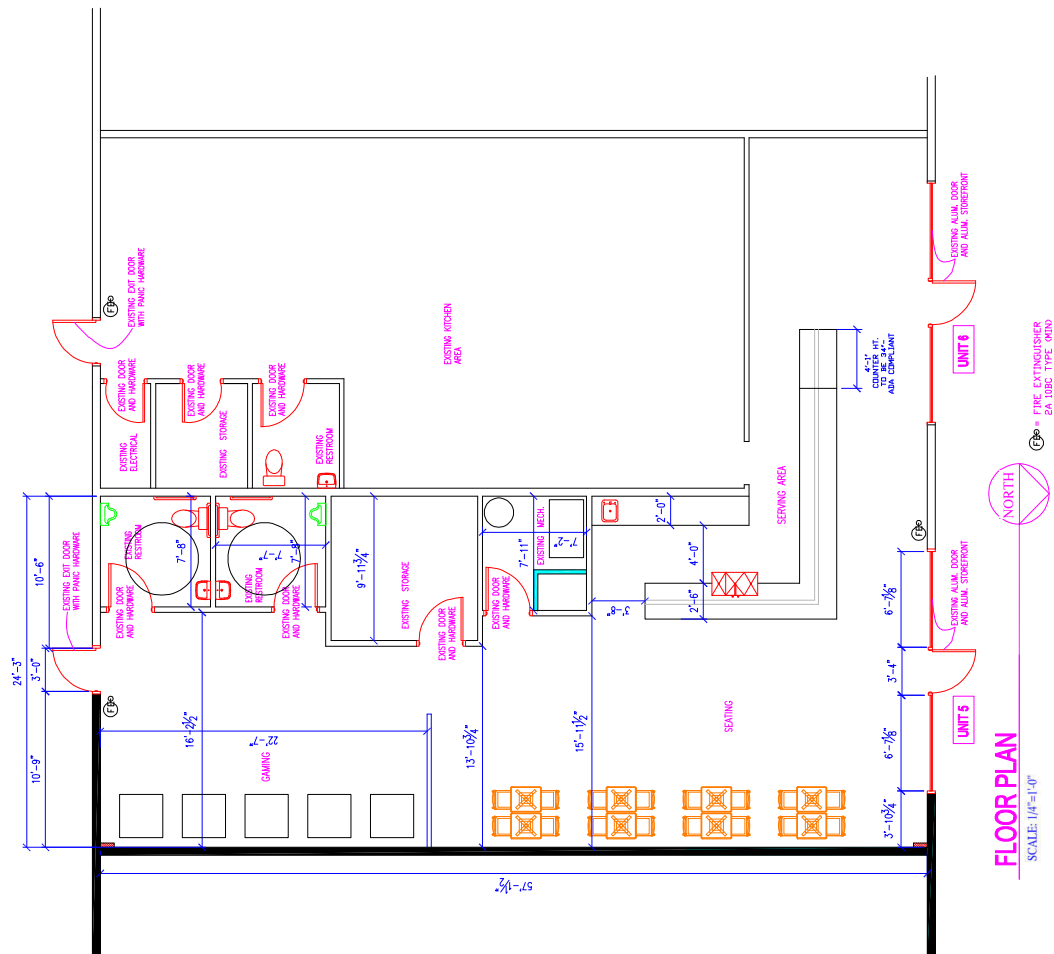
Title

09/29/2024

Date

Sheet No. **A-1**

EXISTING & DEMO PLAN
SCALE: 1/4"=1'-0"



ROOM	FINISH	SCHEDULE
101	101	101
102	102	102
103	103	103
104	104	104
105	105	105
106	106	106
107	107	107
108	108	108
109	109	109
110	110	110
111	111	111
112	112	112
113	113	113
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193	193	193
194	194	194
195	195	195
196	196	196
197	197	197
198	198	198
199	199	199
200	200	200

ROOM	FLOOR COVERING	BASE	WALLS	CEILING	CLG.-HF.	FRP
RESTROOM	EXISTING	W/ML	PAINT	ACT	10'-0"	
MECHANICAL	EXISTING	W/ML	PAINT	ACT	10'-0"	
SALES	POLISHED CONC	W/ML	PAINT	ACT	10'-0"	
GAMING	POLISHED CONC	W/ML	PAINT	ACT	10'-0"	
SERVING AREA	POLISHED CONC	W/ML	PAINT	ACT	10'-0"	

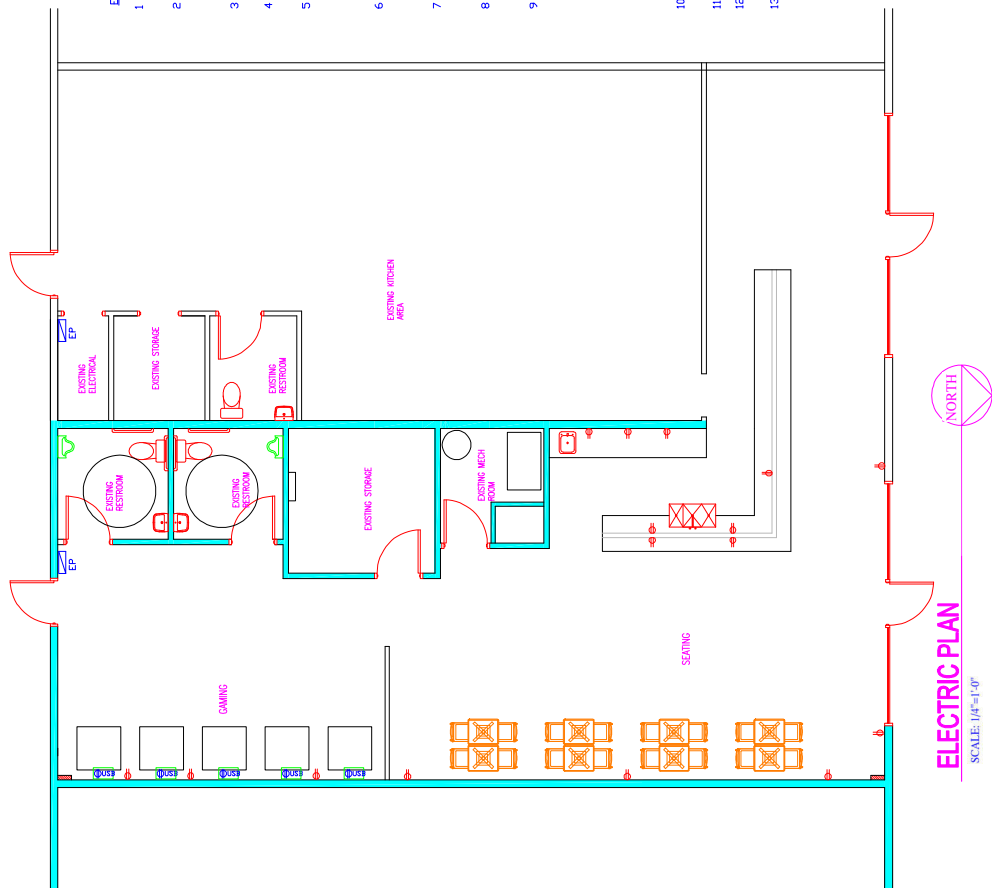
GENERAL NOTES

1. ALL DIMENSIONS ARE SHOWN FROM FACE OF FRAMING TO FACE OF FRAMING.
2. ALL DOORS SHOWN ARE EXISTING AND TO REMAIN
3. ALL SOLID WALLS ARE EXISTING AND TO REMAIN
4. NO WORK IN ROOMS CALLED OUT TO BE "EXISTING".
5. THE EXISTING CEILING SYSTEM TO REMAIN AND BE MODIFIED WHERE WALLS HAVE BEEN REMOVED.

OCCUPANT LOAD

KITCHEN - 912 SF div BY 200 SF/PERSON.....5
SERVING AREA.....4
DRIVER/PICK UP - 273 SF div BY 60 SF/PERSON.....5
SEATING - 544 SF div BY 15 SF/PERSON.....37
GAMING - 315 SF div BY 15 SF/PERSON.....21
NOTE - THIS AREA USED FOR MORE SEATING
UNTIL GAMING IS APPROVED

TOTAL OCCUPANTS.....72



Project No.
24-04-B
DRAWN BY
KAS

REMODEL SPACES @
3907 GENERAL ELECTRIC RD., UNITS 5 & 6
BLOOMINGTON, ILLINOIS

KELLY A. SANNER
Architect-Planner-Construction Mgr
3822 Camp Clida Rd.
Bloomington, IL 61710
217-566-3583 CEL 971-132

Date 04/05/24
08/27/24
REV 09/16/24
Sheet No.
E-1

Amanda Stutsman, Deputy City Clerk, clarified the Item did not need to go to Council for approval.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to approve as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 5.E. Public Hearing and Action on an Application from Chi Family Express, LLC, located at 3907 General Electric Rd., Unit 6, Requesting Approval of a Redefinition of Premises to include Units 5 & 6 and a Change in Classification from a Class RBS (Restaurant, Beer & Wine Only, and Sunday Sales) Liquor License to a Class RAS (Restaurant, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:14 p.m.

Jacob Konczyk, Co-Owner of Chi Family Express, LLC, after being sworn, addressed the Commission. He explained they had been operating a restaurant for the past 2.5 years and had recently obtained a beer and wine liquor license about 5 months ago. They had now expanded into the unit next door by tearing down the wall between the two units. They hoped to obtain a full liquor license to operate a full-service bar in the expanded space.

Commissioner Mwilambwe asked if they would hire additional staff.

Mr. Konczyk stated they may need to hire additional staff to accommodate the expansion and would ensure all staff completed the proper training procedures for serving alcohol.

Commissioner Meister asked what the capacity of the rooms would be. Mr. Konczyk stated the capacity of both units would be approx. 35 to 40.

Chris McAllister, Building Official, stated 35 to 40 would be the approx. number of seats but from a fire code and building code standpoint, the units would be well under 100.

Commissioner Meister asked if staff would be BASSET certified. Mr. Konczyk stated yes.

Commissioner Mwilambwe asked how many employees typically served. Mr. Konczyk stated they had two employees at the moment and did not anticipate needing additional staff at this time.

Commissioner Mwilambwe asked about the hours of operation. Mr. Konczyk stated they were open until 9:30 p.m. on weekdays and 10:00 p.m. on Fridays and Saturdays.

Asst. Police Chief Paul Williams asked if there was any intention to rent out space for a larger party. Mr. Konczyk stated they would allow those patrons to be the primary patrons of the seating area but did not plan to rent out the new unit. AC Williams asked Mr. Konczyk to call the Police Department if they changed their mind on renting it out. Mr. Konczyk stated he would.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:17 p.m.

Amanda Stutsman, Deputy City Clerk, clarified that the redefinition of premises could be approved by the Liquor Commission but that the change in classification required Council approval.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to approve the redefinition of premises to include Units 5 and 6 and to positively recommend the change in classification to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

Old Business

No Old Business was discussed.

New Business

No New Business was discussed.

Adjournment

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to adjourn the meeting.

AYES: Mwilambwe; Meister

Motion carried (viva voce).

The Meeting Adjourned at 4:20 p.m.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Commissioner

Amanda Stutsman, Deputy City Clerk



CONSENT AGENDA ITEM NO. 7.N.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: Ward 5

SUBJECT: Consideration and Action on an Application from American Drug Stores, LLC, d/b/a Osco Drug Store #3775, located at 2103 N. Veteran's Parkway, Unit #334, Requesting Approval of Change in Parent Company for their Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: American Drug Stores, LLC (Applicant) is requesting a Change in Ultimate Parent Company for their Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License, located at 2103 N. Veteran's Parkway, Unit #334. No changes will be made to day-to-day operations.

The Applicant's current ultimate parent company is Albertson's Companies, Inc. The Kroger Co. is purchasing the Applicant and its parent company on a closing date, which will be determined following the City's consideration of adding a new ultimate parent company (aka Ownership Change). The Kroger Co. will become the Applicant's ultimate parent company.

Chapter 6 of the City Code requires whenever a 50% or more ownership change will occur for a corporate license holder listed on the National Stock Exchange, the Liquor Commission must approve the change.

The Applicant is requesting the following changes:

Current (top-down): Albertson's Companies, Inc. (Ultimate Parent Company)
Albertson's Safeway, LLC Safeway, Inc. (95%)
NAI Holdings GP, LLC (5%)
New Albertson's, L. P.
American Stores Company, LLC
American Drug Stores, LLC (License Holder)

Proposed (top-down):

The Kroger Co. (Ultimate Parent Company)
Albertson's Companies, Inc.
Albertson's Safeway, LLC Safeway, Inc. (95%)
NAI Holdings GP, LLC (5%)
New Albertson's, L. P.

American Stores Company, LLC
American Drug Stores, LLC (License Holder)

After a Public Hearing on November 12, 2024, the Liquor Commission positively recommended the application to Council. Draft minutes of the Hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on November 3, 2024, in *The Pantagraph*. 41 notices were mailed to properties within 500 ft. applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class PAS Liquor License is \$1,900 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 4B Application_Osco Drug Stores #3775](#)

[CLK 4C Draft Minutes_Osco Drug Stores #3775](#)

11/22/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: AMERICAN DRUG STORES, LLC d/b/a OSCO DRUG STORE #3775

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- Letter outlining the Change in Parent Company
- Organizational Chart
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- DBA/Assumed Name Registered with the State of IL/McLean County
- Verified Establishment Ownership

Current Ownership (top-down)

Albertson's Companies, Inc. (Ultimate Parent Company)
^ Albertson's Safeway, LLC
^ Safeway, Inc. (95%)
^ NAI Holdings GP, LLC (5%)
^ New Albertson's, L. P.
^ American Stores Company, LLC
^ American Drug Stores, LLC (License Holder)

Proposed Ownership (top-down)

The Kroger Co. (Ultimate Parent Company)
^ Albertson's Companies, Inc.
^ Albertson's Safeway, LLC
^ Safeway, Inc. (95%)
^ NAI Holdings GP, LLC (5%)
^ New Albertson's, L. P.
^ American Stores Company, LLC
^ American Drug Stores, LLC (License Holder)

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	American Drug Stores LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Osco Drug Store #3775
Legal Entity Address <i>(including City, State, and Zip)</i>	[REDACTED]
Legal Entity Phone Number	[REDACTED]
Legal Entity Email Address	[REDACTED]
Establishment Address including Zip	2103 N Veterans Parkway, Bloomington, IL 61704
Establishment Phone Number	309-664-1320
Establishment Email Address	s3775c90@jewelosco.com
*Email Address for ALL City Communications:	[REDACTED]

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Johanna Chacon	Itasca	IL	60143
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
CT Corporation System	Chicago	IL	60604-1101
Phone Number	Email Address		
N/A	N/A		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Emmet Ormsby	Bloomington	IL	61704
Phone Number	Email Address		
[REDACTED]	s3775c90@jewelosco.com		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☒ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☒ **Yes** **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* American Stores Company, LLC - 100% Owner
☒ **No**
☐ **N/A**

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ **Yes** ☐ **No** Are 21 years of age or older.
☒ **Yes** ☐ **No** Are citizens of the United States.
☒ **Yes** ☐ **No** Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ **Yes** ☐ **No** Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ **Yes** ☐ **No** Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☐ **Yes** ☒ **No** Are any of the persons listed under ownership a resident of McLean County?
 2B ☐ **Yes** ☒ **No** Is the General Manager a resident of McLean County?
- ☐ **Yes** ☒ **No** Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ **Yes** ☒ **No** Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
- ☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? If yes, please explain: _____

Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Retail Drug Store with Pharmacy
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) _____
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☒ Yes ☐ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: Retail alcohol sales.
7. If approved, how would the liquor license benefit the City and its residents? One store that contains all necessary items for the residents (one-stop shop) as well as revenue tax dollars.
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? If yes, please explain: _____
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? Food and general merchandise sale.
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6:00 AM	12:00 AM
Tuesday:	6:00 AM	12:00 AM
Wednesday:	6:00 AM	12:00 AM
Thursday:	6:00 AM	12:00 AM
Friday:	6:00 AM	12:00 AM
Saturday:	6:00 AM	12:00 AM
Sunday:	6:00 AM	12:00 AM
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Commercial
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
7:00 AM - 9:00 PM
 - 2B. Is the area predominately residential, are they single or multi-family homes?
No.
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) Shared parking lot immediately adjacent to the store. Multiple access points. Two-way off of E. College Ave and a secondary Two-way off of Jumer Drive.
4. How much additional traffic is expected to be generated with a liquor license? N/A already in operation
5. Describe any and all on- and off-street parking: Large shared parking lot on private property.
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? None. 3



Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☒ Yes ☐ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Johanna Chacon

Assistant Secretary (Liquor)

Title

10/01/2024

Date



August 21, 2024

VIA EMAIL

Mayor Mboka Mwilambwe
City of Bloomington
115 E. Washington St
Bloomington, IL 61701
mayor@cityblm.org

Re: Jewel Food Stores, Inc. / American Drug Stores, LLC | 2201 E. Oakland Ave, 2203 E. Oakland Ave, & 2103 N. Veterans Pkwy

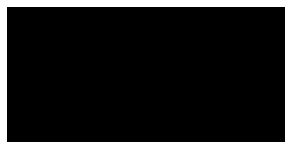
Dear Mayor Mwilambwe:

This firm represents Jewel Food Stores, Inc. / American Drug Stores, LLC and their parent company, Albertsons Companies, Inc., (collectively, "Licensee") in connection with the full service grocery and drug stores located at 2201 E. Oakland Ave, 2203 E. Oakland Ave, & 2103 N. Veterans Pkwy in your City. The purpose of this letter is to provide formal notice that the Licensee is part of a corporate merger involving The Kroger Co. and Albertsons Companies, Inc. Once completed, the merger will result in a change to the ultimate ownership of the Licensee.

Please know that the above-described merger will result in no changes to the Licensee itself or day-to-day business operations of the Licensee. The current management teams will remain in place and each location will continue to offer its full range of grocery, pharmacy, and other consumer items.

With the above in mind, and to ensure the continued viability of the stores located at 2201 E. Oakland Ave, 2203 E. Oakland Ave, & 2103 N. Veterans Pkwy, we respectfully request your office's approval of the above-described changes at your earliest convenience. To the extent that any formal application is required to facilitate the same, please forward the required form(s) to my attention. Our office will ensure that they are completed and filed in a timely manner.

Upon your review of this correspondence, should you have any questions or require additional information, please do not hesitate to contact me. Thank you in advance for your assistance in this matter.



Harlan C. Powell



CERTIFICATE

The undersigned, Cody Perdue, Group Vice President, Treasurer & Assistant Secretary of New Albertsons L.P., a Delaware limited partnership (the “Company”) and its consolidated subsidiaries, hereby certifies as follows:

1. That American Drug Stores LLC, a Delaware limited liability company, is an indirect, wholly owned subsidiary of New Albertsons L.P.
2. That the following individuals currently serve as officers of American Drugs Stores LLC in the capacity shown opposite each individual’s name:

<u>Officer</u>	<u>Title</u>
Bradley R. Beckstrom	Group Vice President, Real Estate & Business Law & Secretary
Cody Perdue	Group Vice President, Treasurer & Assistant Secretary
Johanna Chacon	Assistant Secretary

3. That the undersigned has the power and authority to execute this Certificate on behalf of the Company, and that he so executed this Certificate this 11th day of May 2023.

American Drug Stores LLC

B
C

Group Vice President, Treasurer & Assistant Secretary

September 30, 2024

Illinois Liquor Control Commission
101 W. Jefferson, Third Floor
Springfield, IL 62702

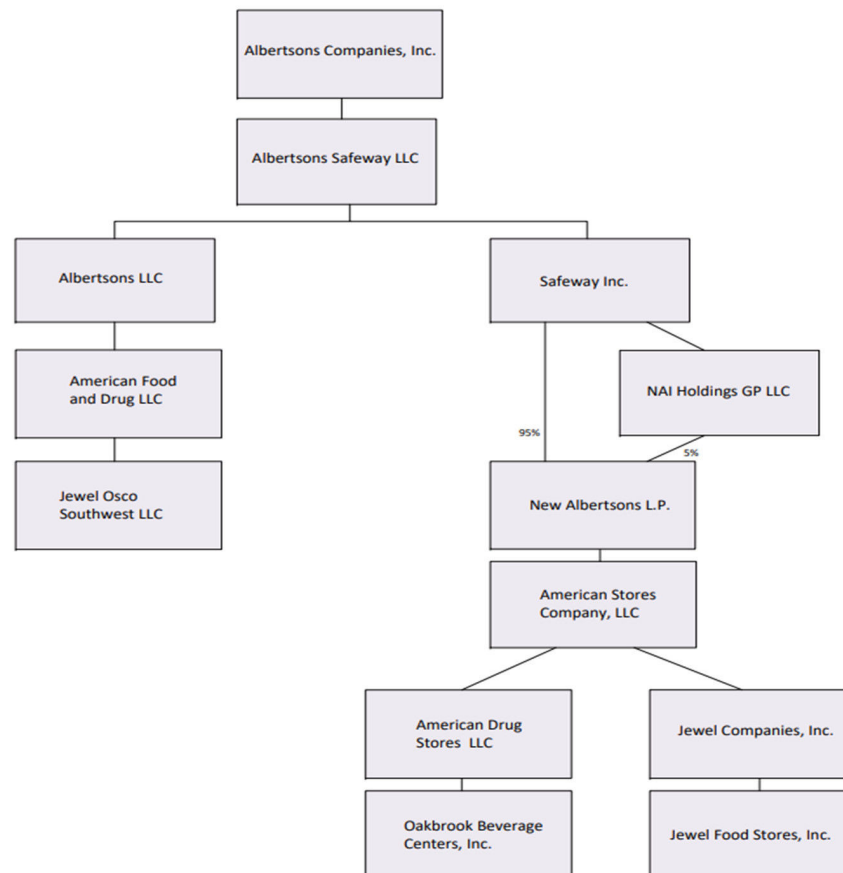
Re: Notification of Change in Ownership Structure

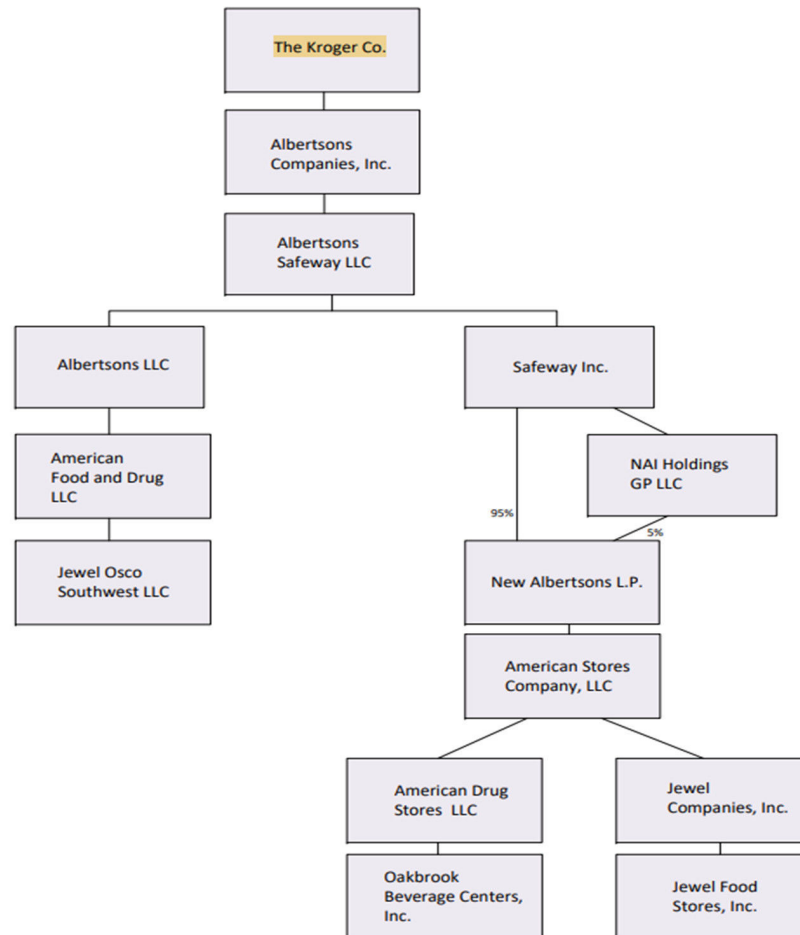
To Whom It May Concern:

I am writing to inform you that American Drug Stores, LLC, d/b/a Osco Drug Store #3775, located at 2103 N. Veteran's Parkway, Unit 334, is currently in the process of approval for their Change in Ownership Structure. Their Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License remains active. Below are details of the change of ownership structure:

Current Ownership Structure:

Pre-Closing
Illinois



Proposed Ownership Structure:Post Closing
Illinois

The applicant will appear before the Liquor Commission on November 12, 2024, and before the City Council in December 2024 for final approval.

If you have any questions or require any additional information, please contact the City Clerk Department at (309) 434-2509. Thank you.

Sincerely,

Ashley M. Lara
Ashley Lara
Records & Licensing Specialist

Commissioner Mwilambwe opened the Public Hearing at 4:02 p.m.

Anne Junia, Applicant's Attorney, after being sworn, addressed the Commission. She stated that Kroger was purchasing Albertsons, which would result in Kroger becoming the ultimate parent company. However, this change would not impact the licensee level, as American Drug Stores LLC will remain the same. She noted the change of ownership has not yet taken place but wanted to comply with the jurisdiction's ownership requirements.

Commissioner Mwilambwe asked if the manager would remain the same.

Ms. Junia stated the manager and corporate officers would remain unchanged.

Commissioner Meister had no additional questions.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:04 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from American Drug Stores, LLC, d/b/a Osco Drug Store #3775, located at 2103 N. Veteran's Parkway, Unit #334, Requesting Approval of Change in Parent Company for their Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:05 p.m.

Anne Junia, Applicant's Attorney, after being sworn, addressed the Commission. She repeated her statement that Kroger was purchasing Albertsons, which would result in Kroger becoming the ultimate parent company. However, this change would not impact the licensee level, as American Drug Stores LLC will remain the same. She noted the change of ownership has not yet taken place but wanted to comply with the jurisdiction's ownership requirements. She noted the manager and corporate officers will also remain unchanged.

Commissioner Meister had no additional questions.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:06 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 5. C. Public Hearing and Action on an Application from Family Dollar, LLC, d/b/a Family Dollar Store # 21742, located at 1512 W. Market St., Unit 400, Requesting Approval of the Creation of a Class PBS (Package, Beer & Wine Only, and Sunday Sales) Liquor License.

George Boyle, Asst. Corporation Counsel informed the Commission that the Applicant requested to move the hearing to next month.

Amanda Stutsman, Deputy City Clerk, stated the Item would appear on December 20, 2024, and the meeting would be held at 4:00 p.m. in the same meeting room.

The following item was presented:

Item 5.D. Public Hearing and Action on an Application from Pour Bros. Co., d/b/a Pour Bros., located at 236 E. Front St., Requesting Approval of a Redefinition of Premises to include 234 1/2 E. Front St. for their Class TAS (Tavern, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:07 p.m.

Robbie Matheson, Co-Owner of Pour Bros. Co., after being sworn, addressed the Commission. Mr. Matheson stated they were expanding into the address 234 1/2 East Front Street to open an arcade.

Commissioner Mwilambwe asked if patrons would be able to eat and drink in the arcade area and if anything additional would change, specifically staffing. Mr. Matheson explained they would hire additional staff and noted the two rooms were now internally connected. He mentioned that they had taken steps to manage the new space properly, such as creating a doorway between the bar and the arcade for easy access and monitoring, and not having a handle on the exterior door to the arcade which required all guests to have to enter through the Pour Brothers side. This change allowed staff to monitor patrons entering and to check IDs.

Commissioner Meister asked if the hours would remain the same. Mr. Matheson stated the hours would remain the same, but their hope was to add Sunday hours as well. He stated they do not plan to be open late like a typical bar would.

Commissioner Meister asked what the capacity of the rooms would be. Mr. Matheson stated they were not seeking an occupancy count over the original occupancy permitted and that the Zoning Department approved their occupancy.

Chris McAllister, Building Official, stated the building load occupancy was approx. 130.

Asst. Police Chief Paul Williams asked if anyone under the age of 21 would be permitted on either side. Mr. Matheson stated they would allow guests under 21 as long as they were accompanied by a legal guardian. He explained their plan was to add a sign on the doors stating, *'Persons under the age of 21 must be accompanied by a legal guardian.'* and that at 8:00 p.m., staff planned to not permit anyone under the age of 21 in either room.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:12 p.m.



CONSENT AGENDA ITEM NO. 7.O.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: Ward 1

SUBJECT: Consideration and Action on an Application from American Drug Stores, LLC, d/b/a Osco Drug Store #0116, located at 2201 E. Oakland Ave., Requesting Approval of Change in Parent Company for their Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License, as requested by the City Clerk Department.

RECOMMENDED MOTION: The proposed Application be approved.

STRATEGIC PLAN LINK:

Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

Objective 3a. Retention and growth of current local businesses

BACKGROUND: American Drug Stores, LLC (Applicant) is requesting a Change in the Ultimate Parent Company for their Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License, located at 2201 E. Oakland Ave. No changes will be made to day-to-day operations.

The Applicant's current ultimate parent company is Albertson's Companies, Inc. The Kroger Co. is purchasing the Applicant and its parent company on a closing date, which will be determined following the City's consideration of adding a new ultimate parent company (aka Ownership Change). The Kroger Co. will become the Applicant's ultimate parent company.

Chapter 6 of the City Code requires whenever a 50% or more ownership change will occur for a corporate license holder listed on the National Stock Exchange, the Liquor Commission must approve the change.

The Applicant is requesting the following changes:

Current (top-down): Albertson's Companies, Inc. (Ultimate Parent Company)
Albertson's Safeway, LLC Safeway, Inc. (95%)
NAI Holdings GP, LLC (5%)
New Albertson's, L. P.
American Stores Company, LLC
American Drug Stores, LLC (License Holder)

Proposed (top-down):

The Kroger Co. (Ultimate Parent Company)
Albertson's Companies, Inc.
Albertson's Safeway, LLC Safeway, Inc. (95%)
NAI Holdings GP, LLC (5%)
New Albertson's, L. P.

American Stores Company, LLC
American Drug Stores, LLC (License Holder)

After a Public Hearing on November 12, 2024, the Liquor Commission positively recommended the application to Council. Draft minutes of the Hearing are attached.

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: In accordance with the City Code, a public notice was published on November 3, 2024, in *The Pantagraph*. 44 notices were mailed to properties within 500 ft. applicant's property.

FINANCIAL IMPACT: The current annual license fee for a Class PAS Liquor License is \$1,900 and will be recorded in the Non-Departmental Liquor Licenses account (10010010-51010). Stakeholders can locate this in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 131. It is also the establishment's responsibility to collect and pay all applicable taxes including State Sales Tax, Home Rule Tax, and Food and Beverage Tax.

Respectfully submitted for consideration.

Prepared by: Ashley Lara, Records & Licensing Specialist

ATTACHMENTS:

[CLK 5B Application_Osco Drug Stores #0116](#)

[CLK 5C Draft Minutes_Osco Drug Stores #0116](#)

11/22/2024

City Clerk Requirement Verification Memo

To: City Council Review

Re: AMERICAN DRUG STORES, LLC d/b/a OSCO DRUG STORE #0116

The City Clerk Department has reviewed the application of the above-mentioned applicant's submission. The required documents below were reviewed and considered suitable.

- Completed Application
- Letter outlining the Change in Parent Company
- Organizational Chart
- Paid \$400 Application Fee

Information Verified During Review

- Entity is in Good Standing with the State of IL
- DBA/Assumed Name Registered with the State of IL/McLean County
- Verified Establishment Ownership

Current Ownership (top-down)

Albertson's Companies, Inc. (Ultimate Parent Company)
^ Albertson's Safeway, LLC
^ Safeway, Inc. (95%)
^ NAI Holdings GP, LLC (5%)
^ New Albertson's, L. P.
^ American Stores Company, LLC
^ American Drug Stores, LLC (License Holder)

Proposed Ownership (top-down)

The Kroger Co. (Ultimate Parent Company)
^ Albertson's Companies, Inc.
^ Albertson's Safeway, LLC
^ Safeway, Inc. (95%)
^ NAI Holdings GP, LLC (5%)
^ New Albertson's, L. P.
^ American Stores Company, LLC
^ American Drug Stores, LLC (License Holder)

The documents listed above are available for review upon request. If you have any questions or concerns, please feel free to reach out.



Liquor License Application

Applicant Business Contact Information: Please fill in your business information completely and legibly.

Legal Entity Name (Corporate/LLC Name)	American Drug Stores, LLC
Doing Business As (DBA) OR Establishment Name <i>(Assumed names must be registered with the State of Illinois)</i>	Osco Drug Store #0116
Legal Entity Address <i>(including City, State, and Zip)</i>	[REDACTED]
Legal Entity Phone Number	[REDACTED]
Legal Entity Email Address	[REDACTED]
Establishment Address including Zip	2201 E Oakland Ave, Bloomington IL 61701
Establishment Phone Number	309-663-4012
Establishment Email Address	s0116c90@jewelosco.com
*Email Address for <u>ALL</u> City Communications:	[REDACTED]

*Note, that all City communications related to this Application and/or the resulting license, if approved, will be sent by email to the email designated for all City Communications. It is the responsibility of the business to notify the City of any changes.

BELOW PLEASE LIST THOSE RESPONSIBLE FOR LICENSING THE ESTABLISHMENT

Primary Contact:

Name (First & Last)	City	State	Zip
Johanna Chacon	Itasca	IL	60143
Phone Number	Email Address		
[REDACTED]	[REDACTED]		

Contact Information for the Legal Entity's Agent: *(If applicable)*

Name (First & Last)	City	State	Zip
CT Corporation System	Chicago	IL	60604-1101
Phone Number	Email Address		
N/A	N/A		

Contact Information for the Establishment's General Manager: *(If different than above)*

Name (First & Last)	City	State	Zip
Steve Racki	Bloomington	IL	61701
Phone Number	Email Address		
[REDACTED]	s0116c90@jewelosco.com		

Applicants should review Chapter 6: Alcoholic Beverages (<https://ecode360.com/34403863>) of the Bloomington City Code for all requirements, obligations and information on liquor licensing.

Liquor License Fee Chart					
Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
PA	Package Sales – All Types of Liquor <i>(Fee applies to all except CA, EA, RA, or TA)</i>	\$600	\$1,200	\$650	\$1,300
PB	Package Sales – Beer and Wine Only	\$450	\$900	\$500	\$1,000
	<i>(Package Sales fee for CB, EB, RB, or TB, but no Package Sales fee applies to CA, EA, RA, or TA)</i>	\$112.50	\$225	\$150	\$300
S	Sunday <i>(Fee applies to all except CA & CB)</i>	\$275	\$550	\$300	\$600
	Curbside Pick-Up and Delivery of Alcohol	-	-	-	-
	Outdoor Consumption Area	-	-	-	-

Liquor License Fee Chart (cont.)

Class	Description	2020 Fees		2021 Fees	
		Semi	Annual	Semi	Annual
CA	Clubs – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
CB	Clubs – Beer and Wine Only	\$400	\$800	\$450	\$900
EA	Entertainment/Recreational Sports Venue – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
EB	Entertainment/Recreational Sports Venue – Beer and Wine Only	\$400	\$800	\$450	\$900
GPB	Convenience Store (Package) – Beer and Wine Only	\$450	\$900	\$500	\$1,000
MA	Hotel/Motel – All Types of Liquor	\$600	\$1,200	\$650	\$1,300
MB	Hotel/Motel – Beer and Wine Only	\$375	\$750	\$425	\$850
RAP	Restaurant, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
RBP	Restaurant, Beer & Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
RA	Restaurant – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
RB	Restaurant – Beer and Wine Only	\$400	\$800	\$450	\$900
ST	Stadium – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TAP	Tavern, All Types of Liquor, and Package Sales	\$1,200	\$2,400	\$1,350	\$2,700
TBP	Tavern, Beer and Wine Only, and Package Sales	\$512.50	\$1,025	\$750	\$1,200
TA	Tavern – All Types of Liquor	\$1,200	\$2,400	\$1,350	\$2,700
TB	Tavern – Beer and Wine Only	\$400	\$800	\$450	\$900

The questions contained in this Application apply equally to all business owners, partners, officers, or members of the applicant business. If more space is needed to answer any question completely, please attach the additional information.

Status of Business Information:

- Check the applicable box which corresponds to your business's filing with the Illinois Secretary of State.

☐ **Sole Proprietorship**
☒ **Limited Liability Company (LLC)**
A copy of the Articles of Organization must be attached.

☐ **Partnership** (Date of Formation: _____)
☐ **Corporation** (Inc. or Corp.)
A copy of the Articles of Incorporation must be attached.
- Attach a list including the name, age, address, and percent of ownership/stock for each owner/partner/member.
- ☒ **Yes** **If Applicant is a Corporation or LLC:** Is any individual owning more than 5% of stock in the applicant business ineligible to hold a liquor license for any reason other than citizenship or residence? *If yes, please identify the individual(s) and explain:* American Stores Company, LLC - 100% Owner
☐ **No**
☐ **N/A**

Business Owner/Operator: (Please circle Yes (Y) or No (N) where applicable.)

- I verify that all owners, partners, officers, members, and majority stockholders:

☒ **Yes** ☐ **No** Are 21 years of age or older.
☒ **Yes** ☐ **No** Are citizens of the United States.
☒ **Yes** ☐ **No** Have never been convicted of any felony, or of the violation of any law relating to the prohibition of the sale of alcoholic liquor, or any other crime or misdemeanor (except minor traffic violations).
☒ **Yes** ☐ **No** Have never been convicted of a violation of any federal or state law concerning the manufacture, possession, or sale of alcoholic liquor.
☒ **Yes** ☐ **No** Have never been convicted of pandering or any other crime opposed to decency and morality.
- Illinois Liquor Law states the applicant individual must be a resident of the city, village or county in which the premises covered by the license is located. 235ILCS 5/6-2(a)(1)

2A ☐ **Yes** ☒ **No** Are any of the persons listed under ownership a resident of McLean County?
 2B ☒ **Yes** ☐ **No** Is the General Manager a resident of McLean County?
- ☐ **Yes** ☒ **No** Is the General Manager of the establishment unable to hold a liquor license for any reason other than citizenship or residence?
- ☐ **Yes** ☒ **No** Is the establishment located within 100 feet of any church, school, hospital, home for aged, indigent persons, or war veterans and/or their wives or children?



5. ☐ Yes ☒ No Is the premises for which the license is sought owned?
5A ☒ Yes ☐ No If not, does a valid lease to the premises for which the license is sought exist?
If so, a copy of the lease is required.
☐ Yes ☒ No Do you know of any reason whether stated in the above questions or not, that this application does not comply with the laws of the State of Illinois, or the Bloomington City Code in connection with the proposed sale of alcoholic beverages? *If yes, please explain:* _____

Nature of License:

1. What type of establishment is intended to be operated with this license? (e.g. lounge, tavern, restaurant, wine & cheese shop) Retail Drug Stores with Pharmacy
2. What class of liquor license is being sought? (See descriptions beginning on page 1.) PA + S
3. ☒ Yes ☐ No Will the establishment offer Sunday Sales?
4. ☒ Yes ☐ No Will the establishment offer Curbside Pick-Up & Delivery of Alcohol? (Package License Holders Only)
See City Code Ch. 6 Sec. 32 for more details. <https://ecode360.com/34837503>
5. ☐ Yes ☒ No Will the establishment offer an Outdoor Dining Area?
6. State the reason the applicant desires a liquor license for the establishment: Retail alcohol sales.
7. If approved, how would the liquor license benefit the City and its residents? One store that contains all necessary items for the residents (one-stop shop) as well as revenue tax dollars
8. ☐ Yes ☒ No Will the establishment offer live entertainment in the establishment? *If yes, please explain:* _____
9. ☒ Yes ☐ No Will the proposed or current establishment sell food?
10. ☒ Yes ☐ No Will most of the establishment's gross revenue come from sources other than the sale of alcohol?
If yes, what sources will such revenue be derived? Food and General Merchandise Sale
11. If approved, what license renewal billing cycle would be preferred? ☒ Annual ☐ Semi-Annual

Impact of Establishment:

1. What are the proposed hours of operation?

Day	Time Open	Time Close
Monday:	6:00am	midnight
Tuesday:	6:00am	midnight
Wednesday:	6:00am	midnight
Thursday:	6:00am	midnight
Friday:	6:00am	midnight
Saturday:	6:00am	midnight
Sunday:	6:00am	midnight
2. Describe the surrounding neighborhood within 500 ft. of the establishment (e.g. residential, commercial, mixed, etc.)
Mixture of Commercial and residential
 - 2A. If there are office or commercial buildings nearby, approximately what are their hours of operation?
10:30am to midnight
 - 2B. Is the area predominately residential, are they single or multi-family homes?
No
3. Describe any and all streets immediately surrounding the establishment: (e.g. approximate width, one-way, two-way, parking restrictions, etc.) Parking Lot immediately adjacent to the store. Two-way driveway exit in the parking lot leading to Oakland Ave main street. A secondary two-way driveway exit leading to Mercer Ave
4. How much additional traffic is expected to be generated with a liquor license? Same as normal
5. Describe any and all on- and off-street parking: Large Parking lot located in private property
6. How many establishments with liquor licenses are located within 500 ft. of the establishment? None- 1



Responsibility:

1. If the establishment **is presently in operation**, attach a financial statement of the establishment's last fiscal year.
2. If the establishment **is not presently in operation**, attach a financial statement showing ownerships personal assets and liabilities (or the entity's assets and liabilities).
3. ☒ Yes ☐ No Is the establishment eligible for a State of Illinois retail liquor dealer's license?
4. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever held a liquor license?
4A If yes, please explain: _____
5. ☐ Yes ☒ No If yes, has any owner, partner, officer, member, or majority stockholder ever been found guilty of violating Bloomington's Liquor Ordinance? *If yes, please explain:* _____
6. ☐ Yes ☒ No Has any owner, partner, officer, member, or majority stockholder ever had a liquor license revoked? *If yes, please explain:* _____
7. ☐ Yes ☒ No Has a similar application made by any of the persons of ownership ever been denied? *If yes, please explain:* _____
8. ☐ Yes ☒ No Has any other license type ever been revoked from any owner, partner, officer, member, or majority stockholder? *If yes, please explain:* _____

Please provide any additional information significant to this application:

Additional License Interests:

Are any of the below additional licenses of interest to the establishment?

- ☐ Yes ☒ No **Sidewalk Café License** (*Downtown Area Only*) Allows use of public sidewalk for serving food and beverages on the sidewalk immediately adjacent to the establishment.
- ☐ Yes ☒ No **Catering Liquor License** Allows liquor license holders to provide catering services to private parties.
- ☐ Yes ☒ No **Video Gaming License** Allows an establishment to have video gaming terminals and to conduct video gaming on the premises as defined by the Illinois Video Gaming Act.
- ☐ Yes ☒ No **Public Dancing License** Allows a for-profit establishment to offer dance privileges to the public.
- ☒ Yes ☐ No **Tobacco License** Allows retail sale of any cigar, cigarette, snuff, chewing tobacco, manufactured product of tobacco or tobacco in any form.

Please note that each of the above-mentioned licenses requires a separate application and most require additional documentation. Applications available via the City Clerk Department.

I, the undersigned, swear or affirm that:

1. I am authorized to sign as an owner, officer, or authorized agent, of the above listed establishment;
2. I declare that all the information included in this application, and any attachment hereto, is true and accurate to the best of my information, knowledge, and belief;
3. All applicants of the establishment are qualified and eligible to obtain the license applied for;
4. I have read and understand the requirements of the City of Bloomington Code pertaining to **Chapter 6: Alcoholic Beverages** <https://ecode360.com/34403863>; and
5. If approved, I certify in accordance with 235 ILCS 5/6-27.1 and City Code Chapter 6: Section 29, that all employees required to check IDs will become BASSET certified within 120 days of employment, that at least one BASSET Certified employee will be on the premises at all times, that all certifications will be kept on premises, and that all certifications will immediately be made available upon request by any law enforcement personnel.

Johanna Chacon

Name (Please Print)

Assistant Secretary (Liquor)

Title

10/01/2024

Date



August 21, 2024

VIA EMAIL

Mayor Mboka Mwilambwe
City of Bloomington
115 E. Washington St
Bloomington, IL 61701
mayor@cityblm.org

Re: Jewel Food Stores, Inc. / American Drug Stores, LLC | 2201 E. Oakland Ave, 2203 E. Oakland Ave, & 2103 N. Veterans Pkwy

Dear Mayor Mwilambwe:

This firm represents Jewel Food Stores, Inc. / American Drug Stores, LLC and their parent company, Albertsons Companies, Inc., (collectively, "Licensee") in connection with the full service grocery and drug stores located at 2201 E. Oakland Ave, 2203 E. Oakland Ave, & 2103 N. Veterans Pkwy in your City. The purpose of this letter is to provide formal notice that the Licensee is part of a corporate merger involving The Kroger Co. and Albertsons Companies, Inc. Once completed, the merger will result in a change to the ultimate ownership of the Licensee.

Please know that the above-described merger will result in no changes to the Licensee itself or day-to-day business operations of the Licensee. The current management teams will remain in place and each location will continue to offer its full range of grocery, pharmacy, and other consumer items.

With the above in mind, and to ensure the continued viability of the stores located at 2201 E. Oakland Ave, 2203 E. Oakland Ave, & 2103 N. Veterans Pkwy, we respectfully request your office's approval of the above-described changes at your earliest convenience. To the extent that any formal application is required to facilitate the same, please forward the required form(s) to my attention. Our office will ensure that they are completed and filed in a timely manner.

Upon your review of this correspondence, should you have any questions or require additional information, please do not hesitate to contact me. Thank you in advance for your assistance in this matter.

Sincerely,

A black rectangular box redacting the signature of Harlan C. Powell.

Harlan C. Powell

A black rectangular box redacting a line of text at the bottom of the letter.

September 30, 2024

Illinois Liquor Control Commission
101 W. Jefferson, Third Floor
Springfield, IL 62702

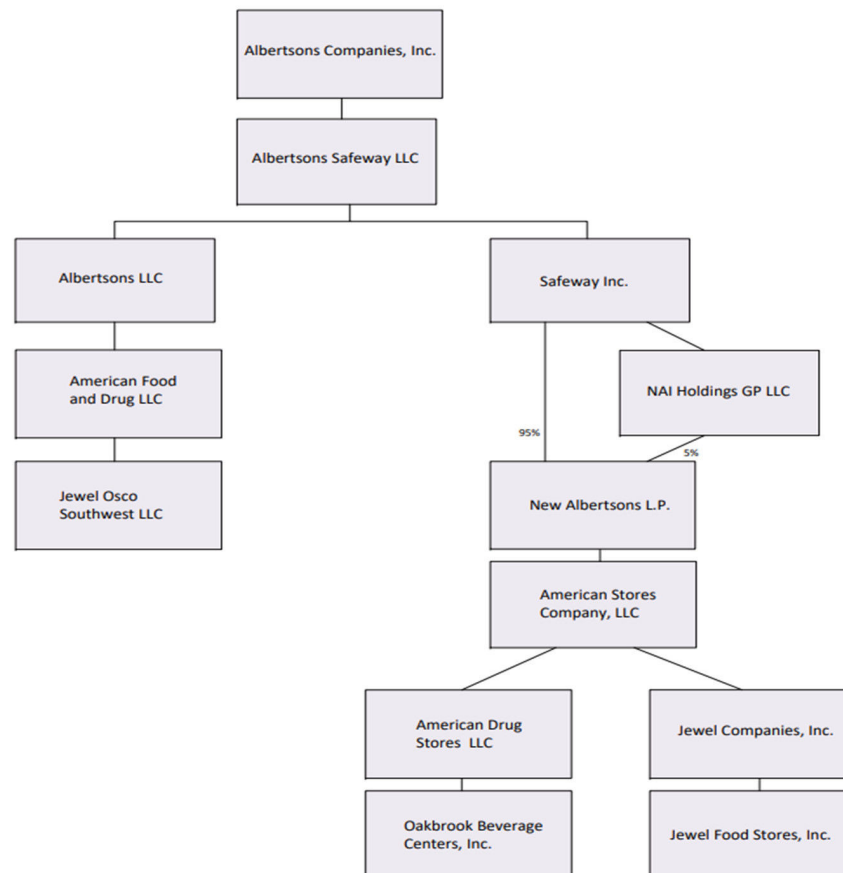
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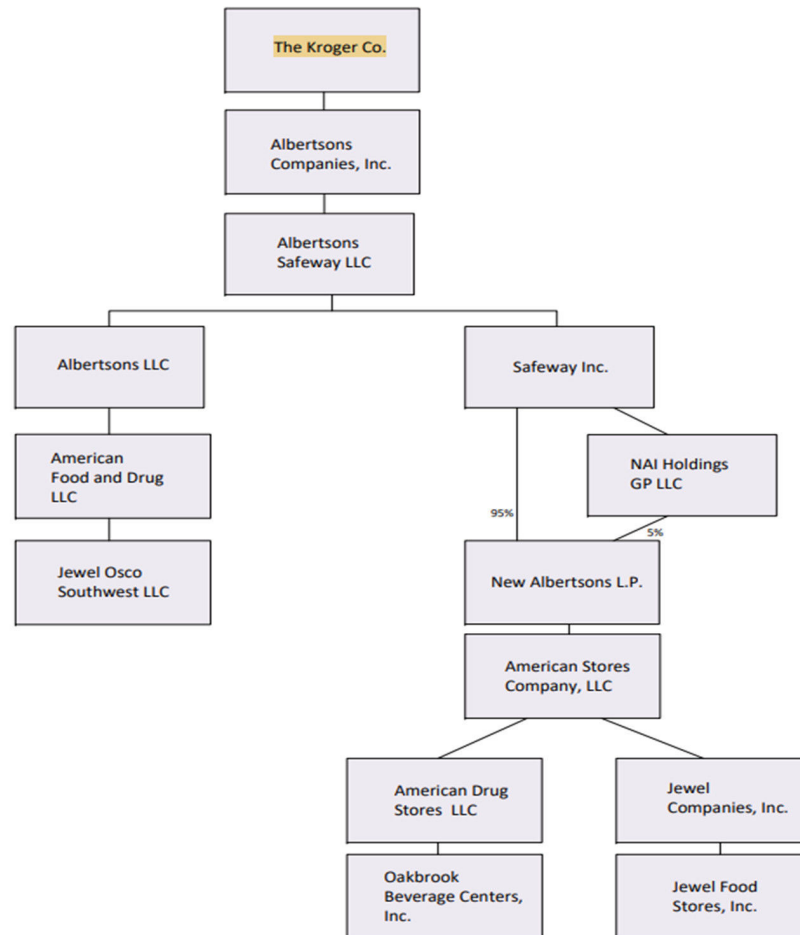
To Whom It May Concern:

I am writing to inform you that American Drug Stores, LLC, d/b/a Osco Drug Store #0116, located at 2201 E. Oakland Ave., is currently in the process of approval for their Change in Ownership Structure. Their Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License remains active. Below are details of the change of ownership structure:

Current Ownership Structure:

Pre-Closing
Illinois



Proposed Ownership Structure:Post Closing
Illinois

The applicant will appear before the Liquor Commission on November 12, 2024, and before the City Council in December 2024 for final approval.

If you have any questions or require any additional information, please contact the City Clerk Department at (309) 434-2509. Thank you.

Sincerely,

Ashley M. Lara
Ashley Lara
Records & Licensing Specialist

CERTIFICATE

The undersigned, Cody Perdue, Group Vice President, Treasurer & Assistant Secretary of New Albertsons L.P., a Delaware limited partnership (the “Company”) and its consolidated subsidiaries, hereby certifies as follows:

1. That American Drug Stores LLC, a Delaware limited liability company, is an indirect, wholly owned subsidiary of New Albertsons L.P.
2. That the following individuals currently serve as officers of American Drugs Stores LLC in the capacity shown opposite each individual’s name:

<u>Officer</u>	<u>Title</u>
Bradley R. Beckstrom	Group Vice President, Real Estate & Business Law & Secretary
Cody Perdue	Group Vice President, Treasurer & Assistant Secretary
Johanna Chacon	Assistant Secretary

3. That the undersigned has the power and authority to execute this Certificate on behalf of the Company, and that he so executed this Certificate this 11th day of May 2023.

American Drug Stores LLC



Cody Perdue
Group Vice President, Treasurer & Assistant Secretary



MINUTES
LIQUOR COMMISSION - REGULAR SESSION
TUESDAY, NOVEMBER 12, 2024, 4:00 PM

The Liquor Commission convened in regular session at 4:00 p.m., November 12, 2024. Commissioner Meister called the meeting to order.

Roll Call

Attendee Name	Title	Status
Lindsey Meister	Commissioner	Present
Mboka Mwilambwe	Commissioner	Present

Staff Advisors

Attendee Name	Title	Status
Amanda Stutsman	Deputy City Clerk	Present
George Boyle	Asst. Corporation Counsel	Present
Chris McAllister	Building Official	Present
Paul Williams	Asst. Police Chief	Present

Public Comment

No public comment was received.

Consent Agenda

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

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to approve the Consent Agenda as presented.

Item 4.A. Consideration and Action on Approving the Minutes of the October 8, 2024, Regular Liquor Commission Meeting. (Recommended Motion: The proposed Minutes be approved.)

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

Regular Agenda

All license creations, amendments, or transfers are contingent upon compliance with all building, health, and safety codes.

The following item was presented:

Item 5. A. Public Hearing and Action on an Application from American Drug Stores, LLC, d/b/a Osco Drug Store #0116, located at 2201 E. Oakland Ave., Requesting Approval of Change in Parent Company for their Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:02 p.m.

Anne Junia, Applicant's Attorney, after being sworn, addressed the Commission. She stated that Kroger was purchasing Albertsons, which would result in Kroger becoming the ultimate parent company. However, this change would not impact the licensee level, as American Drug Stores LLC will remain the same. She noted the change of ownership has not yet taken place but wanted to comply with the jurisdiction's ownership requirements.

Commissioner Mwilambwe asked if the manager would remain the same.

Ms. Junia stated the manager and corporate officers would remain unchanged.

Commissioner Meister had no additional questions.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:04 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister

Motion carried.

The following item was presented:

Item 5. B. Public Hearing and Action on an Application from American Drug Stores, LLC, d/b/a Osco Drug Store #3775, located at 2103 N. Veteran's Parkway, Unit #334, Requesting Approval of Change in Parent Company for their Class PAS (Package, All Types of Alcohol, and Sunday Sales) Liquor License.

Commissioner Mwilambwe opened the Public Hearing at 4:05 p.m.

Anne Junia, Applicant's Attorney, after being sworn, addressed the Commission. She repeated her statement that Kroger was purchasing Albertsons, which would result in Kroger becoming the ultimate parent company. However, this change would not impact the licensee level, as American Drug Stores LLC will remain the same. She noted the change of ownership has not yet taken place but wanted to comply with the jurisdiction's ownership requirements. She noted the manager and corporate officers will also remain unchanged.

Commissioner Meister had no additional questions.

Staff had no additional questions.

Commissioner Mwilambwe asked if there was anyone in the audience present to speak for or against the item. No one came forward.

Commissioner Mwilambwe closed the Public Hearing at 4:06 p.m.

Commissioner Meister made a motion, seconded by Commissioner Mwilambwe, to positively recommend the Item to Council as presented.

Commissioner Mwilambwe directed the clerk to call roll:

AYES: Mwilambwe; Meister



CONSENT AGENDA ITEM NO. 7.P.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving a Contract with Zigler Signs Inc. for the Bloomington Arena Ribbon Board Display Replacement (Bid #2025-13), in the Amount of \$551,118.90, as requested by the Arts & Entertainment Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 2. Upgrade City Infrastructure and Facilities

Goal 6. Prosperous Downtown Bloomington

STRATEGIC PLAN SIGNIFICANCE:

Objective 2d. Well-designed, well maintained City facilities emphasizing productivity and customer service

Objective 6c. Downtown becoming a community and regional destination

BACKGROUND: The Arts & Entertainment Department is recommending the removal and replacement of two LED ribbon displays boards at the Arena that surround the upper level. The current Arena ribbon boards are currently not functioning, obsolete, and it is not reasonable to pursue further repair attempts. The boards will be utilized for all the functions/performances held at the Arena such as the Illinois High School Association, Jehovah's Witness conferences, concerts, the Bloomington Bison, etc. The ribbon boards will be a source of entertainment and income. Bringing entertainment options to the area, like sports and concerts, inspire individuals from the greater Central Illinois area to come into Bloomington to lodge, eat, and purchase supplies. A well-organized event at the venues makes for a pleasant experience and repeat activity. Keeping a well-maintained Arena guarantees that visitors have a positive outlook on the City of Bloomington and its facilities. It also ensures that their experience in the City is a positive one which will encourage repeat visits and increased economic activity.

The Bloomington Arena Ribbon Board Replacement Bid #2025-13 was prepared and released on October 16, 2024, and bid submissions were opened on November 12, 2024, at 10:06 a.m. electronically on the City's eProcurement platform, *OpenGov*. The City received five bids of which none were local.

United Board Operations, LLC, & Virtch Company, DBA Visua, were deemed non-responsive based upon not meeting the requirement of an existing apprenticeship and training program as stated in the bid document and PLA agreement (proof of participation was not included with the bid submission as required). Staff recommend that Ziglin Signs, Inc., the next lowest responsive bidder, be awarded the project at a base bid plus contingency in an amount of \$551,118.90.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will utilize Ziglin Signs to demolish the old ribbon board and install two new LED units, in the amount of \$551,118.90. A total of \$750,000 was included in the Arena-Capital Outlay Equipment Other than Office account (57107110-72140). Stakeholders can locate this in the FY 2025 Budget Book titled "Other Funds & Capital Improvement" on pages 101 and 189.

Respectfully submitted for consideration.

Prepared by: Anthony Nelson, Arts & Entertainment Director

ATTACHMENTS:

[A&E 1B Resolution](#)

[A&E 1C Resolution Exhibit A](#)

[A&E 1D Bid #2025-13 Tabulation](#)

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING A CONTRACT WITH ZIGLIN SIGNS INC. FOR THE
BLOOMINGTON ARENA RIBBON BOARD DISPLAY REPLACEMENT (BID #2025-13), IN
THE AMOUNT OF \$551,118.90**

WHEREAS, subject to the provisions of the City Code, City staff are recommending a contract with Ziglin Signs Inc. be approved for the Bloomington Arena Ribbon Board Display Replacement (Exhibit A), in the amount of \$511,118.90 (PROJECT); and

WHEREAS, PROJECT consists of work to remove the old ribbon board displays and replace them with two (2) new LED ribbon display boards according to the specifications, drawings, addendum, and procurement documents in Bid #2025-13; and

WHEREAS, the City Council finds it in the best interest of the City to approve the contract.

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

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

SECTION 2. The City Manager, or designated representatives, are authorized to execute the Contract/Agreement, and any other necessary documents. The City Manager, or designee, is further authorized to approve any changes to the work or increases in the contract amount, up to the contingency amount set forth in the contract, to the extent the City Manager finds such to be in the best interests of the City.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

CITY OF BLOOMINGTON AGREEMENT WITH ZIGLIN SIGNS INC

FOR BLOOMINGTON ARENA RIBBON BOARD DISPLAY REPLACEMENT

THIS AGREEMENT, dated this 1 day of December , 2024, is between the City of Bloomington, IL (hereinafter "CITY") and Ziglin Signs Inc. (hereinafter "VENDOR"). CITY and VENDOR may hereinafter collectively be referred to as the "PARTIES" and individually as the "PARTY".

NOW THEREFORE, the PARTIES agree as follows:

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

Section 2. Description of Services. VENDOR shall provide the services/work identified on Exhibit A, attached hereto and incorporated herein.

Section 3. Incorporation of Bid/RFP/RFQ & Proposal Terms. The following shall apply to this Agreement:

☐

This Agreement was not subject to a formal solicitation process by the CITY.

☒

This Agreement was subject to the following procurement initiative by the CITY:
 Bid #2025-13 Bloomington Arena Ribbon Board Display Replacement (hereinafter "REQUEST"). Accordingly, the provisions of the REQUEST and the proposal submitted by VENDOR (hereinafter collectively referred to as "PROCUREMENT DOCUMENTS"), shall be incorporated into this Agreement by reference and made a part thereof and shall be considered additional contractual requirements that must be met by VENDOR. In the event of a direct conflict between the provisions of this Agreement and the incorporated PROCUREMENT DOCUMENTS, the provisions of this Agreement shall prevail. All PROCUREMENT DOCUMENTS are kept on file by CITY Legal Department and shall be made available upon request.

Section 4. Payment. For the work performed by VENDOR under this Agreement, the CITY shall pay VENDOR the fees as set forth in the Payment Terms, attached hereto as Exhibit B and incorporated herein.

Section 5. Requirement for Payment & Performance Bond. The following shall further apply to this Agreement:

☐

This Agreement does not require the furnishment of any bonds by the VENDOR.

☒

This Agreement is subject to bonding requirements.

- i. It is therefore understood that the VENDOR will furnish, at no expense to the CITY, Payment and Performance Bonds to the CITY in the amount of the contract as stated in Exhibit B executed by the VENDOR and at least two sureties as set forth under the Laws of the State of Illinois, as a guarantee that the VENDOR will timely and faithfully perform the work outlined herein.
- ii. Said bond shall be conditioned to save and keep harmless the CITY from any and all claims, demands, losses, suits, costs, expenses, and damages which may be brought, sustained,

or recovered against the CITY by reason of any negligence, default, or failure of the said VENDOR in designing, building, constructing, or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the CITY, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

Section 6. Default. Either PARTY shall be in default if it fails to perform all or any part of this Agreement. If either PARTY is in default, the other PARTY may terminate this contract upon giving written notice of such termination to the PARTY in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting PARTY shall be entitled to all remedies as set forth in Section 9 herein, upon the default or violation of this Agreement.

Section 7. Termination for Cause. The CITY may, at any time, terminate this Agreement, in whole or in part, for any of the following reasons effective immediately:

- i. VENDOR is found to be in violation of any term or condition of this Agreement.
- ii. VENDOR engages in any fraudulent, felonious, grossly negligent, or other illegal acts or behavior.
- iii. VENDOR declares bankruptcy or becomes insolvent.
- iv. CITY determines, in its sole discretion, that VENDOR is no longer able to fulfill VENDOR's obligations under this Agreement or PROCUREMENT DOCUMENTS.

Upon such termination, CITY shall be entitled to all remedies laid out in Section 9, as well as reimbursement of reasonable attorney's fees and court costs.

Section 8. Force Majeure. The CITY shall not be in default of this Agreement and shall not be held liable for any losses, failure, or delay in performance of its obligations under this Agreement or any Agreement, Amendment, Exhibit, or Attachment hereto arising out of or caused, directly or indirectly, by an event of Force Majeure. Force Majeure is defined as circumstances beyond the CITY's reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; epidemics; pandemics; riots; power failures; computer failure and any such circumstances beyond its reasonable control as may cause interruption, loss or malfunction of utility, transportation, computer (hardware or software) or telephone communication service; accidents; labor disputes; acts of civil or military authority; governmental actions; or inability to obtain labor, material, equipment or transportation.

Section 9. Remedies. In the event of a default or a violation of this Agreement, the non-defaulting PARTY shall be entitled to all remedies, whether in law or equity.

Section 10. Indemnification. To the fullest extent permitted by law, VENDOR shall indemnify and hold harmless CITY, its officers, officials, agents, and employees from claims, demands, causes of action, and liabilities of every kind and nature whatsoever arising out of or in connection with VENDOR's operations performed under this Agreement, except for loss, damage, or expense arising solely from the gross negligence or willful misconduct of the CITY or the CITY's agents, servants, or independent vendors who are directly responsible to CITY. This indemnification shall extend to all claims occurring after this Agreement is terminated as well as while it is in force. The indemnity shall apply regardless of any concurrent negligence, whether active or passive, of the CITY or CITY's officers, officials, agents, employees, or any other persons or entities. The indemnity set forth in this section shall not be limited by insurance requirements or by any other provision of this Agreement.

Section 11. Reuse of Documents. All documents, including but not limited to, reports, drawings, specifications, and electronic media furnished by VENDOR pursuant to this Agreement are instruments of the VENDOR's services. Nothing herein, however, shall limit the CITY's right to use the documents for municipal purposes, including but not limited to the CITY's right to use documents in an unencumbered manner for purposes of remediation, remodeling, and/or construction. VENDOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

Section 12. Standard of Care. Services performed by VENDOR under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same or similar profession currently practicing under the same or similar conditions.

Section 13. Time is of the Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence. If no time period is set forth, the work must be pursued and completed in a commercially reasonable timeframe.

Section 14. Representations of VENDOR. VENDOR hereby represents it is legally able to perform the work that is subject to the Agreement.

Section 15. Use of Name. VENDOR shall have no right, express or implied, to use in any manner the name or other designation of the CITY or any other name or trademark, or logo of the CITY for any purpose in connection with the performance of this Agreement.

Section 16. Compliance with Local, State, and Federal Laws. VENDOR agrees that any and all work by VENDOR shall at all times comply with all laws, ordinances, statutes, and governmental rules, regulations and codes.

Section 17. Compliance with Prevailing Wage. The following shall apply to this Agreement:

☐

This Agreement is not for a "Public Work" and therefore Prevailing Wage does not apply.

☒

This Agreement calls for the construction of "public works," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130.01 et seq. (hereinafter "ACT"). The ACT requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus an amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor (hereinafter "DEPARTMENT") publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The DEPARTMENT revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the DEPARTMENT's website for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the DEPARTMENT's website. All contractors and subcontractor rendering services under this Agreement must comply with all requirements of the ACT, including but not limited to all wage requirements and notice and record keeping duties.

Section 18. Equal Opportunity Employment & Human Rights Guarantee. The words used herein, and the requirements below shall be interpreted in accordance with and have the meaning ascribed to them as set forth in the City's Equal Opportunity in Purchasing Ordinance and the City's Human Rights Ordinance. During the performance of this Agreement, the VENDOR agrees as follows:

- (1) Non-discrimination pledge. VENDOR shall not discriminate against any employee during the course of employment or against an applicant for employment because of race, color, religion, creed, class, national origin, sex, age, marital status, physical or mental handicap, sexual orientation, gender identity, family responsibilities, matriculation, political affiliations, prior arrest record or source of income. The VENDOR shall make good faith efforts in accordance with its equal opportunity plan and utilization plan, if one is required to be submitted to and approved by the City, to achieve female and minority participation goals by hiring and partnering with WBEs, MBEs, and female and minority workers. Good faith efforts are defined in Section 16-414 of the Bloomington City Code.
- (2) Notices. VENDOR shall post notices regarding nondiscrimination in conspicuous places available to employees and applicants for employment. The notices shall be provided by the City, setting forth the provisions of the non-discrimination pledge; however, VENDOR may post other notices of similar character supplied by another governmental agency in lieu of the City's notice. The VENDOR will send a copy of such notices to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding.
- (3) Solicitation and ads for employment. VENDOR shall, in all solicitations and advertisements for employees placed by or on behalf of VENDOR, state that all qualified applicants will receive consideration for employment as provided for in Section 22.2-104 of the City Code. An advertisement in a publication may state "This is an Equal Opportunity Employer," which statement shall meet the requirements of this section.
- (4) Access to books. VENDOR shall permit access to all books, records, and accounts pertaining to its employment practices by the City Manager or the City Manager's designee for purposes of investigation to ascertain compliance with this provision.
- (5) Reports. VENDOR shall provide periodic compliance reports to the City Manager, upon request. Such reports shall be within the time and in the manner proscribed by the City and describe efforts made to comply with the provisions of this provision entitled "Human Rights Guarantees."
- (6) Remedies. In the event that any contracting entity fails to comply with the above subsections, or fails to comply with its equal opportunity plan, utilization plan, or any provision of city, state or federal law relating to human rights, after the City has provided written notice to VENDOR of such failure to comply and provided VENDOR with an opportunity to cure the non-compliance, then the City, at its option, may declare VENDOR to be in default of this agreement and take, without election, any or all of the following actions: (i) cancel, terminate, or suspend the contract in whole or in part and/or (ii) seek other sanctions as may be imposed by the Human Relations Commission or other governmental bodies pursuant to law.

Vendor shall automatically include the provisions of the foregoing paragraphs in every construction subcontract so that the provisions will be binding upon each construction subcontractor.

Section 19. Access to Records. The following access to records requirements apply to this Agreement:

- i. The VENDOR agrees to provide CITY, or any of their authorized representatives access to any books, documents, papers, and records of the VENDOR which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.

- ii. The VENDOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

Section 20. Compliance with FOIA Requirements. VENDOR further explicitly agrees to furnish all records related to this Agreement and any documentation related to CITY required under the Illinois Freedom of Information Act (ILCS 140/1 et seq.) (hereinafter "FOIA") request within five (5) business days after CITY issues notice of such request to VENDOR. VENDOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all reasonable costs connected therewith (including, but not limited to, reasonable attorney's and witness fees, filing fees, and any other expenses) for CITY to defend any and all causes, actions, causes of action, disputes, prosecutions, of conflicts arising from VENDOR actual or alleged violation of FOIA, or VENDOR failure to furnish all documentation related to a request within five (5) business days after CITY issues notice of request. Furthermore, should VENDOR request that CITY utilize a lawful exemption under FOIA in relation to any FOIA request, thereby denying that request, VENDOR agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend the denial of the request. The defense shall include, but not be limited to, challenged or appealed denials of FOIA requests to either the Illinois Attorney General or a court of competent jurisdiction. VENDOR agrees to defend, indemnify, and hold harmless CITY, and agrees to pay all costs connected therewith (such as reasonable attorney's and witness fees, filing fees, and any other expenses) to defend any denial of a FOIA request by VENDOR request to utilize a lawful exemption to CITY.

Section 21. Notices. All legal notices given in connection with this Agreement shall be made in writing and deemed complete by way of (a) hand delivery; (b) registered mail, postage prepaid; or (c) electronic mail with notice of receipt by the other PARTY at the following addresses or at such other address for a PARTY as shall be specified by like notice:

If to VENDOR:

Ziglin Signs Inc
Attn: Ben Ziglin
540 Vossbrink Dr.
Washington MO 63090

Copy to:

If to CITY:

City of Bloomington
Attn: City Manager
115 E. Washington St., Suite 400
Bloomington, IL 61701
admin@cityblm.org

Copy to:

City of Bloomington
Attn: Legal Department
115 E. Washington St., Suite 403
Bloomington, IL 61701
legal@cityblm.org

Section 22. Insurance. VENDOR shall, at a minimum, maintain insurance as required in the PROCUREMENT DOCUMENTS and at or above the limits stated on the Certificate of Insurance, where CITY shall be named as additional insured under the policy(ies), which is attached hereto as Exhibit C and incorporated herein.

Section 23. Assignment. No PARTY may assign this Agreement, or the proceeds thereof, without prior written consent of the other PARTY.

Section 24. Changes or Modifications. This Agreement, its method of completion, its scope of work, nor its pricing may be modified or changed in any manner without the express written consent of both PARTIES via an Amendment fully executed by both PARTIES.

Section 25. Governing Law. This Agreement shall be governed by and interpreted pursuant to the laws of the State of Illinois, County of McLean.

Section 26. Joint Drafting. The PARTIES expressly agree that this Agreement was jointly drafted, and that both had the opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either PARTY but shall be construed in a neutral manner.

Section 27. Attorney's Fees. In the event that any action is filed in relation to this Agreement, the unsuccessful PARTY in the action shall pay to the successful PARTY, in addition to all the sums that either PARTY may be called on to pay, a reasonable sum for the successful PARTY's attorney's fees (including expert witness fees).

Section 28. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the PARTIES and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

Section 29. Term. The term of this Agreement shall be as set forth on the attached Exhibit A, Description of Services. Notwithstanding anything herein, the provisions in Sections 10 and 19 shall survive termination.

Section 30. Counterparts. This Agreement may be executed in any number of counterparts, including electronically, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument.

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

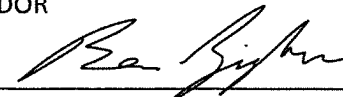
CITY OF BLOOMINGTON

By: _____
Its City Manager

ATTEST:

By: _____
Its City Clerk

VENDOR

By:  _____
Its President

By: _____
Its _____

EXHIBIT A
DESCRIPTION OF SERVICES/WORK PROVIDED

Project consists of work to remove the old ribbon board displays and replace them with two (2) new LED ribbon display boards according to the specifications, drawings, addendum, and procurement documents in Bid #2025-13.

EXHIBIT B
COSTS/FEEES

EVALUATION TABULATION

ITB No. Bid #2025-13

Bloomington Arena Ribbon Board Display Replacement

RESPONSE DEADLINE: November 12, 2024 at 10:00 am

Report Generated: Thursday, December 5, 2024

Ziglin Signs, Inc \$551,118.90

BID #2025-13 BLOOMINGTON ARENA RIBBON BOARD REPLACEMENT

Base Bid will be inclusive of all work and requirements listed in the specifications and drawings and if applicable, addenda. Bid submissions will be considered valid for ninety (90) days post opening.

BID #2025-13 BLOOMINGTON ARENA RIBBON BOARD REPLACEMENT

Contingency - 15% of base bid. The contingency item included in the bid shall be used for unforeseen issues which may arise during the project. All the contingency items shall be at the City's sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.

City agrees to pay Ziglin Signs Inc. in the following manner as the up-front costs for manufacturing the ribbon boards is a substantial amount of the base bid total.

25% - Upon execution of contract and issue of purchase order after receipt of certificate of insurance liability and performance and payment bonds.

25% - Upon ribbon boards shipment post manufacturing.

Remaining base bid balance will be paid upon invoice received from Ziglin Signs Inc. after the installation is completed and both parties (City and Ziglin Signs Inc.) agree upon the finished work product.



EVALUATION TABULATION

ITB No. Bid #2025-13

Bloomington Arena Ribbon Board Display Replacement

RESPONSE DEADLINE: November 12, 2024 at 10:00 am

Report Generated: Thursday, December 5, 2024

SELECTED VENDOR TOTALS

Vendor	Total
Ziglin Signs, Inc	\$551,118.90
Mesa Electornics	\$625,935.80
SNA Displays	\$627,265.00
Daktronics, Inc	\$773,031.00
Visua	\$832,050.00

BID #2025-13 BLOOMINGTON ARENA RIBBON BOARD REPLACEMENT

Base Bid will be inclusive of all work and requirements listed in the specifications and drawings and if applicable, addenda. Bid submissions will be considered valid for ninety (90) days post opening.

BID #2025-13 BLOOMINGTON ARENA RIBBON BOARD REPLACEMENT

Contingency - 15% of base bid. The contingency item included in the bid shall be used for unforeseen issues which may arise during the project. All the contingency items shall be at the City’s sole discretion. Any amount not used during the project shall revert back to the City and not be paid to the Contractor.



REGULAR AGENDA ITEM NO. 8.A.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Levying Taxes for the City of Bloomington, McLean County, Illinois for the Fiscal Year Beginning May 1, 2024, and Ending April 30, 2025, in the Amount of \$22,320,384, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: Rate and EAV:

The calculation of the property tax rate is produced by taking the tax levy, a fixed amount, and dividing that by the Equalized Assessed Value (EAV). The final EAV will not be produced until January 1st, 2025, therefore, the City must adopt its levy based on preliminary estimates.

Tax Formula: Requested Levy / Preliminary EAV = Tax Rate

The City of Bloomington uses the preliminary EAV provided by the McLean County Supervisor of Assessments for the upcoming tax year. This year the preliminary EAV, as of October 11th, was \$2,484,313,944. That is a \$236.2M increase over the prior year's final EAV of \$2,248,095,820. The City anticipates some EAV challenges to be successful prior to the final EAV being set, as well as some adjustments to properties exempt from value increases, and therefore proposes reducing the EAV to \$2,469,313,944 (a reduction of approximately \$15M) – for purposes of providing this estimate. That estimate total results in a \$221.2M - 9.84% increase in EAV over the 2023 final.

What is the Levy Used For:

The City's tax levy helps fund various components of the annual budget including debt service, parks, public safety protection, and pensions. While costs have increased significantly, the 2023 levy, for FY2025 budgetary funding, was held flat from the previous year at \$22.3M. This resulted in a reduction in the City tax rate from 1.089% to .993%.

Proposed Final 2024 Levy:

On November 18, 2024, the City Council approved a flat 2024 Levy Estimate of \$22,320,384. The proposed final levy has not changed from that amount. Due to an increase in EAV as highlighted above, this is projected to further reduce the property tax rate from .993% last year to .904%.

While the total levy has not changed from the Estimate, in order to more accurately match projected expense needs, there have been reallocations between the levy categories of Bonds & Interest / General Corporate and IMRF / Social Security.

The final tax levy approved can alter from the estimate set on November 18. However, since a truth in taxation hearing was not held, the levy cannot legally be increased by more than 5%. This means the total levy cannot exceed \$23,420,384. There is no minimum.

Please see Attachment *FIN 1C Tax Levy History* for historical levy and rate information. The attachment also highlights the impact on a residential property owner – providing scenarios for both a flat assessment and one that has increased by 9% = the approximate average increase not including new construction.

Tax Levy Procedure:

According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an estimated tax levy not less than 20 days prior to the adoption of the final tax levy. 35ILCS 200/18-85 requires said estimate to be compared to the prior year's aggregate levy (excluding amounts for bond debt service) and if a 5% increase exists then a public hearing in addition to a public notice must occur. A public notice related to this hearing must be published not more than 14 days, nor less than 7 days prior to the date of the hearing.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December which is December 31st.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: Finance recommends the Council adopt the tax levy of \$22,320,384 for the City of Bloomington.

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 2B Ordinance](#)

[FIN 2C 2024 Tax Levy History](#)

ORDINANCE NO. 2024 - ____

**AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON, MCLEAN
COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING MAY 1, 2024, AND ENDING
APRIL 30, 2025, IN THE AMOUNT OF \$22,320,384**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE
CITY OF BLOOMINGTON, MCLEAN COUNT ILLINOIS:**

SECTION 1. (a) The sum of Twenty-Two Million, Three Hundred Twenty Thousand and Three Hundred Eighty-Four dollars (\$22,320,384) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2024, and ending April 30, 2025, for all corporate purposes and including General Corporate Purposes, Payment of Bonds and Interest on Bonds, Public Library, Fire Pension Fund, Police Pension Fund, Public Parks Fund, Fire Protection Fund, Police Protection Fund, IMRF Fund, and FICA Taxes Fund as appropriated for the fiscal year beginning May 1, 2024, and ending April 30, 2025, as passed by the City Council of said City at its regular meeting held on the 8th of April, 2024, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the right-hand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for the said tax levy, the current fiscal year which are to be collected from the said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON, MCLEAN COUNTY ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2024 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

I.	General Corporate Purposes	\$3,279,212
II.	Police Protection Fund	\$1,526,473
III.	Fire Protection Fund	\$1,900,228
IV.	Public Parks	\$1,001,454
V.	Fire Pension Fund	\$4,896,000
VI.	Police Pension Fund	\$4,708,000
VII.	Illinois Municipal Retirement Fund	\$1,555,626
VIII.	FICA Taxes Fund	\$1,581,010
IX.	General Bond and Interest	<u>\$1,872,381</u>
		\$22,320,384

SECTION 2. The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2024, and ending April 30, 2025.

SECTION 3. If any section, subdivision, sentence, or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4. Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund. The rate at which a tax shall be levied for General Corporate purpose shall be that rate necessary, after rates for all other funds are established, to result in a total levy of \$22,320,384.

SECTION 5. This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

SECTION 6. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 9th day of December, 2024.

APPROVED this ____ day of December, 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

**TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
ALL COUNTIES EXCEPT COOK**

I, the undersigned, hereby certify that I am the presiding officer of the City of Bloomington and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

- ☐ 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
- ☒ 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- ☐ 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- ☐ 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: _____

Presiding Officer: _____

**2024 Estimated & Historical Tax Levy
For FY2026 Budget Year**

City of Bloomington

Levy Type	2024 Proposed Tax Levy	2023 Tax Levy	2022 Tax Levy	2021 Tax Levy	2020 Tax Levy
BONDS & INTEREST	\$1,872,381	\$1,683,345	\$969,879	\$1,804,533	\$2,153,070
FIRE PENSION	\$4,896,000	\$4,896,000	\$4,896,000	\$4,196,000	\$4,196,000
FIRE PROTECTION	\$1,900,228	\$1,900,228	\$1,900,228	\$1,900,228	\$1,900,228
GENERAL CORPORATE	\$3,279,212	\$3,468,248	\$4,181,714	\$3,347,060	\$2,723,523
IMRF	\$1,555,626	\$1,855,626	\$1,855,626	\$1,855,626	\$1,855,626
POLICE PENSION	\$4,708,000	\$4,708,000	\$4,708,000	\$4,008,000	\$4,008,000
POLICE PROTECTION	\$1,526,473	\$1,526,473	\$1,526,473	\$1,526,473	\$1,526,473
PUBLIC PARKS	\$1,001,454	\$1,001,454	\$1,001,454	\$1,001,454	\$1,001,454
SOCIAL SECURITY	\$1,581,010	\$1,281,010	\$1,281,010	\$1,281,010	\$1,281,010
TOTALS	\$22,320,384	\$22,320,384	\$22,320,384	\$20,920,384	\$20,645,384
Dollar Increase/(Decrease)	\$0	\$0	\$1,400,000	\$275,000	\$134,000
Percent Increase/(Decrease)	0.00%	0.00%	6.69%	1.33%	0.65%
EAV	2,469,313,944	2,248,095,820	2,048,944,043	1,926,553,423	1,887,703,781
Estimated Tax Rate	0.90391%	0.9929%	1.0894%	1.0859%	1.0937%
Rate Change	-0.0889%	-0.0965%	0.0035%	-0.0078%	0.0036%

Residential Tax Scenarios:	2024 Proposed	2023 Final
House Flat EAV (200K value)	\$66,667	\$66,667
Total Tax	\$602.61	\$661.90
Tax Increase Flat EAV	(\$59.30)	
Increase per month	(\$4.94)	
House 9% EAV (218K value)	\$72,667	
Total Tax	\$656.84	
Tax Increase 9% EAV	(\$5.06)	
Increase per month	(\$0.42)	



REGULAR AGENDA ITEM NO. 8.B.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on Two Resolutions Abating Property Taxes Totaling Approximately \$5,247,224.57, including (1) a Resolution Approving the Abatement of All or a Portion of the Taxes Heretofore Levied to Pay Debt Service on Certain Obligation Bonds of the City of Bloomington, McLean County, Illinois; and (2) a Resolution Approving the Abatement of the Tax Levy for Rent Payable Under Lease Agreement Between the Public Building Commission, McLean County, and the City of Bloomington, as requested by the Finance Department.

RECOMMENDED MOTION: The proposed Resolutions be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The adoption of the proposed resolutions is required to abate property tax for debt service and rental payments the City intends to pay from funding sources other than property tax revenue. The City's bond ordinances secure issued debt with property tax revenue unless sufficient funds are available elsewhere to secure the debt. This covenant, which guarantees payment to investors, increases the marketability of City bonds and reaps potentially lower interest rates on debt service payments. A Council action is required to abate the Bond & Interest portion of the tax levy, which must be filed with the County Clerk's office. We recommend abating \$5,247,227.57 of the 2024 tax levy for annual debt service and rental payments whereas the City has funds set aside to cover this balance. See [FIN 2D 2024 Tax Levy Abatements by Issue](#) attachment.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The City will abate \$5,247,224.57 in annual debt service and rent and levy only \$1,872,381 in the 2024 property tax levy or approx. 26% of the total annual debt service.

Respectfully submitted for consideration.

Prepared by: Scott Rathbun, Finance Director

ATTACHMENTS:

[FIN 3B Resolution - 2024 Bond Tax Levy Abatement](#)

[FIN 3C Resolution - 2024 PBC Tax Levy Abatement](#)

[FIN 3D 2024 Tax Levy Abatements by Issue](#)

RESOLUTION NO. 2024 - _____

**A RESOLUTION APPROVING THE ABATEMENT OF ALL OR A PORTION OF THE TAXES
HERETOFORE LEVIED TO PAY DEBT SERVICE ON CERTAIN OBLIGATION BONDS OF
THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS**

WHEREAS, the City of Bloomington, McLean County, Illinois is an Illinois home-rule municipality; and

WHEREAS, the City Council of the City of Bloomington, McLean County, Illinois ("City"), by ordinances of the City Council adopted on March 28, 2022, February 22, 2021, November 26, 2018, July 14, 2014, and October 14, 2013 (as supplemented, the "Bond Ordinances"), has heretofore issued and has outstanding its general obligation bonds, as further described in Exhibit A (collectively, the "Bonds"); and

WHEREAS, duly certified copies of the Bond Ordinances were filed in the office of the County Clerk of the County of McLean, Illinois ("County Clerk"); and

WHEREAS, the City Council has determined and does hereby determine that the City has funds on hand and lawfully available ("Available Funds") to pay all or a portion of the principal of and interest on the Bonds due on December 1, 2025, and on June 1, 2026 (collectively, the "Debt Service Payments"); and

WHEREAS, the City Council has further determined and does hereby further determine that it is necessary and in the best interests of the City to apply the Available Funds to the Debt Service Payments and abate all or a portion of the taxes heretofore levied in the Bond Ordinances for the year 2024 for the Debt Service Payments; and

WHEREAS, the Available Funds have been deposited to the credit of the bond and interest funds of the City established pursuant to the Bond Ordinances for the purpose of paying the principal of and interest on the Bonds.

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

SECTION 1. *Incorporation of Preambles.* The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true, and correct and does incorporate them into this Resolution by this reference.

SECTION 2. *Abatement of Tax.* The taxes heretofore levied in the Bond Ordinances for the year 2024 shall be abated by the amount of the Available Funds, as more particularly described in Exhibit B.

SECTION 3. *Filing of Resolution.* Immediately upon the adoption of this Resolution, the City Clerk shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk to abate the taxes heretofore levied in the Bond Ordinances for the year 2024 in accordance with the provisions hereof.

SECTION 4. *Effective Date.* This Resolution shall be in full force and effect immediately upon its passage by the City Council and signing and approval by the Mayor.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

Exhibit A

THE BONDS, DESCRIBED AS FOLLOWS:

TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A AND GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

Original principal amount:	\$14,920,000 – Series 2014A \$9,700,000 – Series 2014B
Dated:	September 4, 2014
Originally issued:	September 4, 2014
Amount outstanding:	\$16,275,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

\$8,080,000 Taxable General Obligation Refunding Bonds, Series 2014A

Year	Amount (\$)	Rate (%)
2025	675,000	3.75
2026	695,000	3.75
2027	725,000	3.75
2028	755,000	3.75
2029	785,000	3.75
2030	815,000	4.15
2031	850,000	4.15
2032	890,000	4.15
2033	925,000	4.15
2034	965,000	4.15

\$8,195,000 GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

Year	Amount (\$)	Rate (%)
2025	700,000	3.00
2026	820,000	3.00
2027	930,000	3.00
2028	1,050,000	3.00
2029	535,000	3.25
2030	630,000	3.50
2031	720,000	3.75
2032	830,000	3.75
2033	930,000	3.75
2034	1,050,000	3.75

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018 A

Original principal amount: \$11,845,000
Dated: December 13, 2018
Originally issued: December 13, 2018
Amount outstanding: \$4,980,000

Maturing (or subject to redemption) on December 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount (\$)	Rate (%)
2025	1,295,000	3.11
2026	1,335,000	3.22
2027	1,380,000	3.34
2028	970,000	3.44

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A

Original principal amount: \$3,639,000
Dated: March 4, 2021
Originally issued: March 4, 2021
Amount outstanding: \$3,183,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount (\$)	Rate (%)
2025	989,000	0.450
2026	1,116,000	0.560
2027	1,078,000	0.690

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2022

Original principal amount:	\$19,475,000
Dated:	May 24, 2022
Originally issued:	May 24, 2022
Amount outstanding:	\$18,830,000

Maturing on June 1 of the years and in the amounts and bearing interest at the rates percent per annum as follows:

Year	Amount (\$)	Rate (%)
2025	675,000	5.000
2026	710,000	5.000
2027	745,000	5.000
2028	785,000	5.000
2029	825,000	5.000
2030	865,000	5.000
2031	905,000	5.000
2032	950,000	5.000
2033	1,000,000	5.000
2034	1,050,000	5.000
2035	1,100,000	5.000
2036	1,155,000	5.000
2037	1,215,000	4.000
2038	1,265,000	4.000
2039	1,315,000	4.000
2040	1,365,000	4.125
2041	1,425,000	4.125
2042	1,480,000	4.125

EXHIBIT B

TAXES LEVIED AND TO BE ABATED:

TAXABLE GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014A

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2014B

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance (\$)	Amount of Tax Heretofore Abated (\$)	Amount of Tax Now Abated (\$)	Amount of Tax to be Extended (\$)
2024	3,200,000.00	1,133,720.00	2,066,280.00	0.00
2025	3,200,000.00	1,044,382.50	0.00	2,155,617.50
2026	3,200,000.00	949,470.00	0.00	2,250,530.00
2027	3,200,000.00	1,494,282.50	0.00	1,705,717.50
2028	3,200,000.00	1,416,107.50	0.00	1,783,892.50
2029	3,200,000.00	1,346,980.00	0.00	1,853,020.00
2030	3,200,000.00	1,259,255.00	0.00	1,940,745.00
2031	3,200,000.00	1,192,315.00	0.00	2,007,685.00
2032	3,200,000.00	1,105,577.50	0.00	2,094,422.50

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2018 A

<u>Levy Year</u>	<u>Amount of Tax Levied Pursuant to Bond Ordinance (\$)</u>	<u>Amount of Tax Now Abated (\$)</u>	<u>Amount of Tax to be Extended (\$)</u>
2024	1,437,584.25	1,437,584.25	0.00
2025	1,435,953.50	0.00	1,435,953.50
2026	1,436,414.00	0.00	1,436,414.00
2027	986,684.00	0.00	986,684.00

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2021A

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance (\$)	Amount of Tax Now Abated (\$)	Amount of Tax to be Extended (\$)
2024	1,129,687.80	0.00	1,129,687.80
2025	1,085,438.20	0.00	1,085,438.20

GENERAL OBLIGATION BONDS, SERIES 2022

Levy Year	Amount of Tax Levied Pursuant to Bond Ordinance (\$)	Amount of Tax Now Abated (\$)	Amount of Tax to be Extended (\$)
2024	1,542,437.52	799,744.32	742,693.20
2025	1,541,937.52	0.00	1,541,937.52
2026	1,544,687.52	0.00	1,544,687.52
2027	1,545,437.52	0.00	1,545,437.52
2028	1,544,187.52	0.00	1,544,187.52
2029	1,540,937.52	0.00	1,540,937.52
2030	1,540,687.52	0.00	1,540,687.52
2031	1,543,187.52	0.00	1,543,187.52
2032	1,543,187.52	0.00	1,543,187.52
2033	1,540,687.52	0.00	1,540,687.52
2034	1,540,687.52	0.00	1,540,687.52
2035	1,542,937.52	0.00	1,542,937.52
2036	1,544,337.52	0.00	1,544,337.52
2037	1,543,737.52	0.00	1,543,737.52
2038	1,541,137.52	0.00	1,541,137.52
2039	1,544,831.26	0.00	1,544,831.26
2040	1,541,050.02	0.00	1,541,050.02

State of Illinois)
) SS
County of McLean)

Filing Certificate

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of the County of McLean, Illinois, and as such official I do further certify that on the ____ day of December, 2024, there was filed in my office a duly certified copy of a Resolution, numbered 2024 - _____, and entitled:

A RESOLUTION APPROVING THE ABATEMENT OF ALL OR A PORTION OF THE TAXES HERETOFORE LEVIED TO PAY DEBT SERVICE ON CERTAIN OBLIGATION BONDS OF THE CITY OF BLOOMINGTON, MCLEAN COUNTY, ILLINOIS

("Resolution") duly adopted by the City Council of the City of Bloomington, McLean County, Illinois ("City"), on the _____ day of December 2024, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the payment of the City's outstanding general obligation bonds, as described in the Resolution, will be abated as provided in the Resolution.

In Witness Whereof I hereunto affix my official signature and the seal of said County this ____ day of December 2024.

County Clerk

[Seal]

RESOLUTION NO. 2024 - ____

**A RESOLUTION APPROVING THE ABATEMENT OF THE TAX LEVY FOR RENT
PAYABLE UNDER LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING
COMMISSION, MCLEAN COUNTY, AND THE CITY OF BLOOMINGTON**

WHEREAS, the City of Bloomington is a home rule unit pursuant to the provisions of Article VII, Section 6 of the 1970 Constitution of the State of Illinois, which Section authorizes home rule units to incur debt without referendum; and

WHEREAS, the City of Bloomington, pursuant to procedures adopted in Ordinance No. 2001 – 121, Ordinance No. 2003 – 125, and Ordinance No. 2015 - 50 as shown in Chapter 16, Article VI of the Bloomington City Code, 1960 as amended, decided to enter into an agreement the “Lease” with the Public Building Commission to lease certain property and to expand the parking garage, passed November 13, 2001, December 22, 2003, and July 27, 2015; and

WHEREAS, pursuant to the authority of said home rule ordinances and provisions of all ordinances relating thereto, the City levied taxes to be extended against all the taxable property within the City of Bloomington for the year 2024, payable in year 2025 to make rental payments due under the Lease; and

WHEREAS, although the City levied \$943,616 for the year 2024 to make payments due under the Lease in 2025, the amount of the City’s rental payment due under the Lease in 2025 is \$471,808; and

WHEREAS, there are surplus funds on hand from incremental property and sales tax revenues and interest from the investment of these revenues in an amount sufficient to pay such rental payment.

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

SECTION 1. *Incorporation of Preambles.* The City Council hereby finds that all of the recitals contained in the preambles to this Resolution are full, true, and correct and does incorporate them into this Resolution by this reference.

SECTION 2. *Abatement of Tax.* That the levy against taxable property in the City of Bloomington for the year 2024, payable in 2025 of \$943,616 on account of the Lease is hereby abated in its entirety, and the County Clerk of McLean County, Illinois is authorized and directed not to extend the same on the tax books of the City of Bloomington property for the tax year levy 2024.

SECTION 3. *Filing of Resolution.* That a certified copy of this Resolution be delivered to the County Clerk of McLean County, Illinois under the official seal of the Clerk of the City.

SECTION 4. *Effective Date.* This Resolution shall be in full force and effect immediately upon its passage by the City Council and signing and approval by the Mayor.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

Mboka Mwilambwe, Mayor

ATTEST

Amanda Stutsman, Deputy City Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF MCLEAN)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of McLean, Illinois, and as such official I do further certify that on the ____ day of December 2024, there was filed in my office a duly certified copy of a Resolution, numbered 2024 - _____, and entitled:

A RESOLUTION APPROVING THE ABATEMENT OF THE TAX LEVY FOR RENT PAYABLE UNDER LEASE AGREEMENT BETWEEN THE PUBLIC BUILDING COMMISSION, MCLEAN COUNTY, AND THE CITY OF BLOOMINGTON

(*“Resolution”*) duly adopted by the City Council of the City of Bloomington, McLean County, Illinois (*“City”*), on the _____ day of December 2024, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes heretofore levied for the payment of rent payable under the Lease, as described in the Resolution, will be abated as provided in the Resolution.

In Witness Whereof I hereunto affix my official signature and the seal of said County this ____ day of December 2024.

County Clerk

[Seal]

2024 Tax Levy Abatements

Debt	2024 Levy Amount as per County Clerk	Abated these Resolutions	Balance to be Levied for 2023
PBC Lease	\$ 943,616.00	\$ 943,616.00	\$ -
2014A & 2014B Bonds	\$ 2,066,280.00	\$ 2,066,280.00	\$ -
2018A GO Refunding Bond	\$ 1,437,584.25	\$ 1,437,584.25	\$ -
2021A GO Refunding	\$ 1,129,687.80	\$ -	\$ 1,129,687.80
2022 GO Bonds	\$ 1,542,437.52	\$ 799,744.32	\$ 742,693.20
Total	\$ 7,119,605.57	\$ 5,247,224.57	\$ 1,872,381.00



REGULAR AGENDA ITEM NO. 8.C.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on an Ordinance Levying Taxes for the City of Bloomington - Bloomington Public Library, McLean County, Illinois for the Fiscal Year Beginning May 1, 2024, and Ending April 30, 2025, for the City of Bloomington, in the Amount of \$6,827,275, as requested by the Bloomington Public Library.

RECOMMENDED MOTION: The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1a. Budget with adequate resources to support defined services and level of services

BACKGROUND: The calculation of the rate is produced by taking the numerator the tax levy, a fixed amount, and dividing that by the Equalized Assessed Value (EAV). The Final EAV will not be produced until January 1, 2025, therefore, the City must adopt its levy based on preliminary estimates.

The City uses the preliminary EAV provided by the McLean County Supervisor of Assessments for the upcoming tax year. This year the preliminary EAV, as of October 11th, was \$2,484,313,944. That is a \$236.2M increase over the prior year's final EAV of \$2,248,095,820. The City anticipates some EAV challenges to be successful prior to the final EAV being set, as well as some adjustments to properties exempt from value increases, and therefore proposes reducing the EAV to \$2,469,313,944 (a reduction of approximately \$15M) – for purposes of providing this Estimate. That estimate total results in a \$221.2M - 9.84% increase in EAV over the 2023 final.

Tax Formula:
$$\frac{\text{Requested/Levied}}{\text{Preliminary EAV}} = \text{Tax Rate}$$

Bloomington Public Library

2024 Proposed Tax Levy:
$$\frac{\$6,827,275}{\$ 2,469,313,944} = .27648\% - \text{prior year } .29269\%$$

Bloomington Public Library Levy Request of \$6,827,275 has not changed from the Estimate adopted on November 18, 2024:

The Bloomington Public Library proposes a slight decrease in rate for this year's Levy. See *FIN 3B 2024 Bloomington Public Library Tax Levy Estimate* for historical details. The final EAV will determine the final rate.

Tax Levy Procedure:

According to the Illinois Property Tax Code Division 2 Truth in Taxation (35ILCS 200/18-60), the City must formally adopt an estimated tax levy not less than 20 days prior to the adoption of the final tax levy. 35ILCS 200/18-85 requires said estimate be compared to the prior year's aggregate levy (excluding amounts for bond debt service) and if a 5% increase exists then a public hearing in addition to a public notice must occur. A public notice related to this hearing must be published not more than 14 days, nor less than 7 days prior to the date of the hearing.

The final tax levy ordinance must be passed by a vote of the Council and a certified copy, thereof, filed with the County Clerk on or before the last working Tuesday in December, which is December 31st.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The Bloomington Public Library Board of Trustees and Finance recommends the Council adopt the tax levy of \$6,827,275 for the Bloomington Public Library.

Respectfully submitted for consideration.

Prepared by: Jeanne Hamilton, Library Director

ATTACHMENTS:

[BPL 1B Ordinance](#)

[BPL 1C 2024 Library Tax Levy Estimate](#)

ORDINANCE 2024 - ____

**AN ORDINANCE LEVYING TAXES FOR THE CITY OF BLOOMINGTON - BLOOMINGTON
PUBLIC LIBRARY, MCLEAN COUNTY, ILLINOIS FOR THE FISCAL YEAR BEGINNING
MAY 1, 2024, AND ENDING APRIL 30, 2025, IN THE AMOUNT OF \$6,827,275**

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

SECTION 1. (a) The sum of Six Million, Eight Hundred Twenty-Seven Thousand Two Hundred Seventy-Five (\$6,827,275) being the total sum of the appropriation heretofore legally made which is to be collected from the tax levy of the fiscal year of the City of Bloomington, McLean County, Illinois, beginning May 1, 2024, and ending April 30, 2025, for the Public Library as appropriated for the fiscal year beginning May 1, 2024, and ending April 30, 2025, as passed by the City Council of said City at its regular meeting held on the 8th of April, 2024, shall be and the same is hereby levied on all taxable property within the said City of Bloomington, subject to taxation for said current fiscal year. The specific amounts as levied for the various objects heretofore named appear in the righthand column under the designation "Amount to be raised by Taxation", the said tax so levied being for appropriations heretofore made for said tax levy, the current fiscal year which are to be collected from said tax levy, the total amount of which has been ascertained as aforesaid for the objects and purposes as follows:

CITY OF BLOOMINGTON - LIBRARY, MCLEAN COUNTY ILLINOIS

(b) The tax rate against the said taxable property of the City of Bloomington for the year 2024 for and on account of the aforesaid tax levy be, and the same is hereby set for said taxable year as follows:

Public Library Fund	\$6,827,275
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SECTION 2. The City Clerk shall make and file with the County Clerk of said County of McLean, a duly certified copy of this Ordinance; the amount levied by Section One of this Ordinance is required by said City to be levied by taxation as aforesaid and extended upon the appropriate tax books for the fiscal year of said City beginning May 1, 2024, and ending April 30, 2025.

SECTION 3. If any section, subdivision, sentence or clause of this Ordinance for any reason is held invalid or to be unconstitutional, such decision shall not affect the validity of the remaining portion of this Ordinance.

SECTION 4. Where a rate is shown in the Table in Section 1(b), the County Clerk is directed to levy a tax at that rate without regard to either the statutory rate for such levy or the number of dollars shown in that fund. Where no rate is shown in the Table above, the rate of tax for each such fund shall be the rate necessary to collect the number of dollars levied by the City for such fund.

SECTION 5. This Ordinance is enacted pursuant to and as an exercise of the City of Bloomington's authority as a home rule unit pursuant to Article VII, Section 6 of the 1970 Constitution of the State of Illinois. Any and all provisions of the Statutes of the State of Illinois

regarding rates of tax are hereby declared to be superseded to the extent that they conflict herewith.

SECTION 6. This Ordinance is enacted pursuant to the home rule authority of the City of Bloomington granted by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 7. This Ordinance shall take effect immediately after its approval and publication as required by law.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

TRUTH IN TAXATION CERTIFICATE OF COMPLIANCE
ALL COUNTIES EXCEPT COOK

I, the undersigned, hereby certify that I am the presiding officer of the City of Bloomington, and as such presiding officer, I certify that the levy ordinance, a copy of which is attached, was adopted pursuant to, and in all respects in compliance with the provisions of Section 18-60 through 18-85 of the "Truth in Taxation" law.

Check one of the choices below:

- ☐ 1) The taxing district published a notice in the newspaper and conducted a hearing meeting the requirements of the Truth in Taxation Law.
- ☒ 2) The taxing district's aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a notice and a hearing were not necessary.
- ☐ 3) The proposed aggregate levy did not exceed a 5% increase over the prior year's extension. Therefore, a hearing was not held. The adopted aggregate tax levy exceeded 5% of the prior year's extension and a notice was published within 15 days of its adoption in accordance with the Truth in Taxation Law.
- ☐ 4) The adopted levy exceeded the amount stated in the published notice. A second notice was published within 15 days of the adoption in accordance with the Truth in Taxation Law.

Date: _____

Presiding Officer: _____

**2024 Proposed & Historical Tax Levy
For FY2026 Budget Year**

Bloomington Public Library

Levy Type	2024 Proposed Tax Levy (collected in 2025 for FY26)	2023 Tax Levy	2022 Tax Levy	2021 Tax Levy	2020 Tax Levy	2019 Tax Levy
LIBRARY OPERATIONS	\$ 5,742,275	\$ 5,495,000	\$ 5,185,600	\$ 5,017,785	\$ 4,967,785	\$ 4,935,359
LIBRARY EXPANSION	\$ 1,085,000	\$ 1,085,000	\$ 1,085,000	\$ 850,000	\$ -	\$ -
TOTAL	\$ 6,827,275	\$ 6,580,000	\$ 6,270,600	\$ 5,867,785	\$ 4,967,785	\$ 4,935,359
Operations Increase	\$ 247,275	\$ 309,400	\$ 167,815	\$ 50,000	\$ 32,426	\$ 63,519
Expansion Project Increase	\$ -	\$ -	\$ 235,000	\$ 850,000	\$ -	\$ -
Dollar Increase/(Decrease)	\$ 247,275	\$ 309,400	\$ 402,815	\$ 900,000	\$ 32,426	\$ 63,519
Percent Increase/(Decrease)	3.76%	4.93%	6.86%	18.12%	0.66%	1.30%
EAV	2,469,313,944	2,248,095,820	2,048,944,043	1,926,553,423	1,887,703,781	1,881,602,162
Estimated Operating Tax Rate	0.0023255	0.0024443	0.0025309	0.0026045	0.0026317	0.0026230
Estimated Expansion Tax Rate	0.0004394	0.0004826	0.0005295	0.0004412	0.0000000	0.0000000
Estimated Tax Rate	0.0027648	0.0029269	0.0030604	0.0030457	0.0026317	0.0026230
Operating Tax Rate Increase/(Decrease)	-0.0001188	-0.0000866	-0.0000737	-0.0000271	0.0000087	0.0000148
Expansion Tax Rate Increase/(Decrease)	-0.0000432	-0.0000469	0.0000883	0.0004412	0.0000000	0.0000000
Rate Increase/(Decrease)	-0.0001621	-0.0001335	0.0000147	0.0004141	0.0000087	0.0000148
House EAV (200K full value)	\$ 66,667	\$ 66,667	\$ 66,667	\$ 66,667	\$ 66,667	\$ 66,667
Tax Increase/(Decrease)	\$ (10.80)	\$ (8.90)	\$ 0.98	\$ 27.61	\$ 0.58	\$ 0.99
Taxes for a \$200,000 house	\$ 184.32	\$ 195.13	\$ 204.03	\$ 203.05	\$ 175.44	\$ 174.86



REGULAR AGENDA ITEM NO. 8.D.

FOR COUNCIL: December 9, 2024

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and Action on a Resolution Approving the Authorization to Waive the Formal Bidding Requirements and to Approve an Amendment to Extend the Agreement with Iverson Consulting Group (ICG) through December 20, 2025, as requested by the Administration Department.

RECOMMENDED MOTION: The proposed Resolution be approved.

STRATEGIC PLAN LINK:

Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

Objective 1d. City services delivered in the most cost-effective, efficient manner

Objective 1e. Partnering with others for the most cost-effective service delivery

BACKGROUND: City Council approved the original agreement with Iverson Consulting Group (ICG) on August 13, 2024, to implement a formalized Continuous Improvement Program for the City. Since August 2024, ICG has provided support to help City staff:

- Assess current departmental practices and organizational behaviors;
- Review organizational goals, objectives, and priorities including the process and methodologies for creating alignment and accountability at each layer of the organization;
- Define gaps between the current state and what a potential future could look like; and
- Identify changes to implement by the end of 2024, to help build buy-in for future efforts and show immediate return on investment.

Updates on current Continuous Improvement efforts will be provided as part of the December 9, 2024, Council Meeting. If approved, the City will extend the existing agreement with ICG to continue services. Pending Council approval, work with ICG will continue so that:

- Implementation plans created could be realized and associated impact increased in 2025, 2026, and beyond;
- Ideal leadership behaviors that include tactical and emotional leadership practices can be reinforced to achieve sustainable, long-term improvement;
- Resources to support the organization during the transition to new ways of working can continue to be developed; and
- The design and implementation of performance management and problem-solving systems with associated metrics can occur.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved, the City will enter into an amended agreement with ICG.

Any costs incurred as a result of this agreement will continue to be charged to the Administration Other Professional & Technical Services account (10011110-70220). Through the remaining four months of FY 2025 at \$7,750 per month, \$31,000 in consulting-related fees will be provided to ICG. It is estimated that approximately \$7,000 in travel-related expenses will be incurred in FY 2025. If needed, a budget transfer to account 70220 from the Administration Community Relations account (10011110-79110) will be executed. Stakeholders can locate these accounts in the FY 2025 Budget Book titled "Budget Overview & General Fund" on page 138.

Costs incurred in FY 2026 will be budgeted and charged to from the Administration-Other Professional & Technical Services account (10011110-70220).

Respectfully submitted for consideration.

Prepared by: Josh Hansen, Compensation and Benefits Manager

ATTACHMENTS:

[ADM 4B Resolution](#)

[ADM 4C Resolution Exhibit A - Agreement Amendment](#)

RESOLUTION NO. 2024 - ____

A RESOLUTION APPROVING THE AUTHORIZATION TO WAIVE THE FORMAL BIDDING REQUIREMENTS AND APPROVE AN AMENDMENT TO EXTEND THE AGREEMENT WITH IVERSON CONSULTING GROUP (ICG) THROUGH DECEMBER 20, 2025

WHEREAS, the City of Bloomington (“CITY”) is a home rule unit of local government with authority to legislate in matters concerning its local government and affairs; and

WHEREAS, the City has the ability to waive the technical bidding requirements, pursuant to City Code Chapter 16, Section 50; and

WHEREAS, it has been determined that the City will need outside expertise to help scope out what a formalized, Continuous Improvement effort could look like; and

WHEREAS, the Iverson Consulting Group (ICG) has extensive global experience assisting clients through Continuous Improvement and other Transformational Change, in both the public and private sectors; and

WHEREAS, the City entered into an Agreement with Iverson Consulting Group on August 13, 2024, which is set to expire on December 20, 2024; and

WHEREAS, the City has been pleased with the services performed, and would like to extend the current Agreement for an additional one-year period; and

WHEREAS, the amendment to the agreement is attached (Exhibit A); and

WHEREAS, Staff believes waiving the formal bidding requirements and approving the amendment to the agreement is in the best interest of the CITY.

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

SECTION 1. The City Manager, or designated representatives, are authorized to execute the Agreement and any other necessary documents.

SECTION 2. That the recitals set forth above are incorporated herein, the formal bidding requirements are waived.

PASSED this 9th day of December 2024.

APPROVED this ____ day of December 2024.

CITY OF BLOOMINGTON

ATTEST

Mboka Mwilambwe, Mayor

Amanda Stutsman, Deputy City Clerk

EXHIBIT A

**FIRST AMENDMENT TO AGREEMENT
FOR FRACTIONAL CHIEF TRANSFORMATION OFFICER SUPPORT
WITH IVERSON CONSULTING GROUP
REGARDING EXTENSION OF CONTRACT TERM**

This first Amendment, made and entered into this ____ day of December, 2024 by and between THE CITY OF BLOOMINGTON, ILLINOIS, (hereinafter "CITY"), and IVERSON CONSULTING GROUP, (hereinafter "ICG"), WITNESSETH that:

WHEREAS, on August 13, 2024, a Fractional Chief Transformation Officer Support Agreement ("Agreement") was made between the CITY and ICG for continuous improvement and transformational change consulting services;

WHEREAS, the Agreement expires December 20, 2024 and the parties desire to amend the Agreement, as set forth herein, to extend the term of the current Agreement for an additional term of one year, until December 20, 2025.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the parties hereto, intending legally to be bound, agree to incorporate the above recitals as if fully restated herein and further agree as follows:

1. Recitals. Tire recitals set forth above shall be incorporated into the terms and conditions of this First Amendment as if fully set forth herein.
2. Amendment to Agreement.

"2. Term. This Agreement shall be effective as of ~~12-August-2024~~ 21 December 2024 and will terminate on ~~20-December-2024~~ 20 December 2025 unless extended by mutual agreement of the City and Consultant; provided that [each of the City and Consultant shall have the right to terminate this Agreement at any time upon not less than 7 days' prior written notice to the other party].¹ In the event of any termination of this Agreement by the City, Consultant shall be paid pro rata through the date of such termination!, plus such additional days (at the daily rate set forth on the Statement of Work) as the City and Consultant may mutually agree are necessary for a suitable turnover of work in progress]."

3. In all other respects the Fractional Chief Transformation Officer Support Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Fractional Chief Transformation Officer Support Agreement in duplicate this day and year first above written.

CITY OF BLOOMINGTON

**IVERSON CONSULTING
GROUP**

By: _____
Its City Manager

By:  _____
Its Representative

ATTEST:

By: _____
Its City Clerk