



**CITY OF
BLOOMINGTON
COUNCIL MEETING
APRIL 26, 2021**



COMPONENTS OF THE COUNCIL AGENDA

RECOGNITION AND PROCLAMATION

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

PUBLIC COMMENT

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

CONSENT AGENDA

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

The City's Boards and Commissions hold Public Hearings prior to some Council 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.

PUBLIC HEARING

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

REGULAR AGENDA

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

MAYOR AND COUNCIL MEMBERS

Mayor, At-Large - Tari Renner

City Council Members

Ward 1 - Jamie Mathy

Ward 2 - Donna Boelen

Ward 3 - Mboka Mwilambwe

Ward 4 - Julie Emig

Ward 5 - Joni Painter

Ward 6 - Jenn Carrillo

Ward 7 - Mollie Ward

Ward 8 - Jeff Crabill

Ward 9 - Kim Bray

City Manager - Tim Gleason

Deputy City Manager - Billy Tyus

CITY LOGO DESIGN RATIONALE

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

MISSION, VISION, AND VALUE STATEMENT

MISSION

To Lead, Serve and Uplift the
City of Bloomington

VISION

A Jewel of the Midwest Cities

VALUES

Service-Centered,
Results-Driven,
Inclusive

STRATEGIC PLAN GOALS

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

AGENDA



REGULAR SESSION CITY COUNCIL MEETING AGENDA
CITY COUNCIL CHAMBERS
109 EAST OLIVE STREET, BLOOMINGTON, IL 61701
MONDAY, APRIL 26, 2021, 7:00 P.M.

THIS MEETING WILL BE HELD VIRTUALLY. LIVE STREAM AVAILABLE AT:
www.cityblm.org/live

Prior to 15 minutes before the start of the meeting, 1) those persons wishing to provide public comment or testify at the meeting must register at www.cityblm.org/register, and/or 2) those persons wishing to provide written comment must email their comments to publiccomment@cityblm.org.

Members of the public may also attend the meeting at City Hall. Attendance will be limited to 10 people including staff and Board/Commission Members and will require compliance with City Hall COVID-19 protocols and social distancing. Participants and attendees are encouraged to attend remotely.

The rules for participation and attendance may be subject to change due to changes in law or to executive orders relating to the COVID-19 pandemic occurring after the publication of this agenda. Changes will be posted at www.cityblm.org/register.

1. Call to Order
2. Pledge of Allegiance to the Flag
3. Remain Standing for a Moment of Silent Prayer
4. Roll Call
5. COVID-19 Update by City Manager
6. Recognition/Appointments
 - A. Recognition of Service of Mayor Tari Renner and Council Members Joni Painter and Kim Bray, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - B. Proclamation recognizing April as National Fair Housing Month, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - C. Proclamation recognizing May as National Historic Preservation Month, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)
 - D. Proclamation recognizing Arbor Day, as requested by the Administration Department. (*Recommended Motion: None; recognition only.*)

- E. Recognition of Appointments to Various Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: None; recognition only.)*

7. Public Comment

This meeting is being held virtually via live stream. Public comment will be accepted up until 15 minutes before the start of the meeting. Written public comment must be emailed to publiccomment@cityblm.org and those wishing to speak Live must register at <https://www.cityblm.org/register>.

8. Consent Agenda

Clerk-led Roll Call Vote

- A. Consideration and action to approve the Minutes of the March 22, 2021 Regular City Council Meeting, as requested by the City Clerk Department. *(Recommended Motion: The proposed Minutes be approved.)*
- B. Consideration and action to approve Bills and Payroll in the amount of \$6,404,599.16, as requested by the Finance Department. *(Recommended Motion: The proposed Bills and Payroll be approved.)*
- C. Consideration and action to approve Appointment and Reappointments to various Boards & Commissions, as requested by the Administration Department. *(Recommended Motion: The proposed Appointment and Reappointments be approved.)*
- D. Consideration and action to reject the Bid for the Water Division 2021 or Newer Ford F150 or Equivalent Pickup Truck Purchase (Bid #2021-34) so the Purchase can be made using the Northwest Municipal Suburban Joint Purchasing Contract (#178, exp. 1/22/2022) at a lower cost, as requested by the Public Works Department. *(Recommended Motion: The proposed Bid Rejection be approved.)*
- E. Consideration and action to reject the Bid for the Parks, Recreation and Cultural Arts Division 2021 or Newer Ford F550 19,500 lb Bucket Truck or Equivalent Purchase (Bid #2021-35) so the Purchase can be made using the Sourcewell Contract (#012418-TIM, 3/14/2022) at a lower cost, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Bid Rejection be approved.)*
- F. Consideration and action to approve the Purchase of one (1) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader Body from Key Equipment of Bridgeton, Missouri, in the amount of \$167,246, using Sourcewell Contract (#091219-LEG, exp. 11/15/23); and one (1) 2021 Crane Carrier Model LDT2-30 Chassis from Cumberland Servicenter of Elk Grove Illinois, in the amount of \$179,570, using Sourcewell Contract (#060920-CRN, exp. 8/1/24), for a total of \$346,816, and Authorization to Dispose of the 2012 Crane Carrier LGT2-26 Automated Collection Truck by online public auction, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase and Disposal be approved.)*
- G. Consideration and action to approve the Purchase of one (1) 2022 Ford F550 with Service Body for the Parks, Recreation and Cultural Arts Department from Bob Ridings Ford of Taylorville, Illinois, (Bid #2021-36) in the amount of

- \$66,993, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Purchase be approved.)*
- H. Consideration and action to approve the Purchase of a 2022 Ford F550 Bucket Truck from Versalift of Waco, Texas, utilizing Sourcewell Contract (#012418-TIM, exp. 3/14/22) in the amount of \$109,747, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department. *(Recommended Motion: The proposed Purchase be approved.)*
 - I. Consideration and action to approve the Purchase of a 2021 Ford F150 Pickup Truck from Roesch Ford of Bensenville, Illinois, using the Northwest Municipal Suburban Purchasing Contract (#178, exp. 1/22/2022), in the amount of \$35,548, and Authorization to Dispose of the current unit by online public auction, as requested by the Public Works Department. *(Recommended Motion: The proposed Purchase and Disposal be approved.)*
 - J. Consideration and action to approve a Contract with Donohue & Associates, Inc., for Settled Water Piping Improvements Design, in the amount not to exceed \$61,500, as requested by the Public Works Department. *(Recommended Motion: The proposed Contract be approved.)*
 - K. Consideration and action to approve an Agreement with Gildner, Inc., for the FY 2022 Sidewalk Vertical Displacement Repair Program (Bid #2021-29), in the amount of \$89,975.10, as requested by the Public Works Department. *(Recommended Motion: The proposed Agreement be approved.)*
 - L. Consideration and action to approve an Agreement between the City of Bloomington and Cloudpoint Geographics, Inc., in the amount of \$95,400 annually for a two-year period, for a total of \$190,800, for the purpose of providing Geographic Information System (GIS) Services, as requested by the Public Works Department and the Information Technology Department. *(Recommended Motion: The proposed Agreement be approved.)*
 - M. Consideration and action on a Resolution Approving Loan Agreements with the Illinois Environmental Protection Agency from the Water Pollution Control Loan Program and Public Water Supply Loan Program for the Construction of the Locust Street CSO Elimination and Water Main Replacement Phase 2, in the amount of \$4,223,890, as requested by the Public Works Department. *(Recommended Motion: The proposed Resolution be approved.)*
 - N. Consideration and action on: (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021 Regarding the Reallocation of Certain Grant Funds; and (2) a Resolution Authorizing a Change Order in the Amount of \$82,784 to the FY21 Street, Alley, and Sidewalk Maintenance Contract Awarded to George Gildner, Inc. to Facilitate Brick and Restoration Work on Various City Brick Streets, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance and Resolution be approved.)*
 - O. Consideration and action on an Ordinance Approving a Preliminary Development Plan for a Planned Unit Development for a Manufactured Home Park and Waivers of Certain Requirements of Chapters 24, 43, and 44 of the

City Code for Property Commonly Located Along South Beich Road, and North of Fuller Court, Approximately 10.54 Acres, and Zoned R-4, Manufactured Home Park District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

- P. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Commonly Located Along South Beich Road, and North of Fuller Court, Approximately 10.54 Acres from R-1C Single-Family Residential District to R-4 Manufactured Home Park District, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- Q. Consideration and action on an Ordinance Approving a Zoning Map Amendment Rezoning Property from R-1A, Single-Family Residential District to R-1B, Single-Family Residential District, for a portion of the property located at 200 N Bellemont Road (PIN: 21-02-151-002) 3.75 Acres More or Less, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- R. Consideration and action on an Ordinance Approving a Preliminary Plan for the Davis Block Subdivision for the Property Located at 200 N Bellemont Road (PIN: 21-02-151-002) 4.99 acres, and a Waiver from the Subdivision Code Manual of Practice 5.01, a Requirement to Construct Public Sidewalk along the East Side of Mercer Avenue, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*
- S. Consideration and action on an Ordinance Approving a Site Plan and Special Use Permit for the Expansion of a Place of Worship in the B-1 General Commercial District, for Property Located at 421 Olympia Drive, as requested by the Economic & Community Development Department. *(Recommended Motion: The proposed Ordinance be approved.)*

9. Regular Agenda

Clerk-led Roll Call Vote

- A. Consideration and action to approve the Arthur J. Gallagher Proposal of Insurance, in the amount of \$1,084,576 for service from May 1, 2021 through April 30, 2022; on the Client Services Agreement; and on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, as requested by the Human Resources Department. *(Recommended Motion: The proposed Proposal of Insurance, Client Services Agreement, and Ordinance be approved.) (Presentation by Mike Nugent, Insurance Consultant, 10 minutes; and City Council discussion, 10 minutes.)*
- B. Presentation and discussion of the PSCRB Annual Report, as requested by the Administration Department. *(Recommended Motion: None; presentation only.) (Presentation by Robert Bosquez, Chair, PSCRB; Michael Hurt, Chief Diversity and Inclusion Officer; Chad Wamsley, Assistant Police Chief, 10 minutes; and City Council discussion, 10 minutes.)*
- C. Consideration and action on a Resolution Declaring Continued Utility Disconnection in Illinois to be a Pandemic Safety Risk, as requested by Council Member Jeff Crabill. *(Recommended Motion: The proposed Resolution be*

adopted.) (Presentation by Jeff Crabill, City Council Member, 5 minutes; and City Council discussion, 5 minutes.)

- D. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department. *(Recommended Motion: No modifications recommended at this time.) (Presentation by Tim Gleason, City Manager, 5 minutes; and City Council discussion, 5 minutes.)*

10. Finance Director's Report

<https://www.cityblm.org/government/advanced-components/documents/-folder-145>

11. City Manager's Discussion

12. Mayor's Discussion

13. Council Member's Discussion

14. Executive Session - Cite Section

Clerk-led Roll Call Vote

15. Adjournment

Voice Vote

RECOGNITIONS



RECOGNITION/APPOINTMENTS ITEM NO. 6.A

FOR COUNCIL: April 26, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Service of Mayor Tari Renner and Council Members Joni Painter and Kim Bray, 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: Recognition of Mayor Tari Renner's service from 2013-2021, Council Member Joni Painter's service from 2014-2021, and Kim Bray's Services from 2017-2021.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'B. Ryus'.

Billy Ryus, Deputy City Manager

4/21/2021

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

4/21/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 1B Elected Outgoing _042621



THANK YOU

for your outstanding leadership and exceptional service to the City of Bloomington.



Mayor Tari Renner

2013-2021



Council Member Joni Painter

Ward 5, 2014-2021



Council Member Kim Bray

Ward 9, 2017-2021



RECOGNITION/APPOINTMENTS ITEM NO. 6.B

FOR COUNCIL: April 26, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing April as National Fair Housing Month, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'Billy Ryus'.

Billy Ryus, Deputy City Manager

4/21/2021

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

4/22/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 2B National Fair Housing Month Proclamation

PROCLAMATION

Declaring April 2021 National Fair Housing Month

WHEREAS, the City of Bloomington, Illinois finds that safe and affordable housing is part of the American dream and a goal of all Illinois residents; and

WHEREAS, individuals in the State of Illinois have the right to choose where to live, purchase or rent property without discrimination based on race, color, religion, age, sex, familial status, marital status, national origin/ancestry, disability, sexual orientation, gender identity, military status, unfavorable military discharge, and order of protection status; and

WHEREAS, federal and state laws affirm the right of every person to equal housing opportunity; and

WHEREAS, fair housing is a positive community good; and

WHEREAS, economic stability, community health, and human relations in all communities and the State of Illinois are improved by diversity and integration; and

WHEREAS, the talents of non-profit organizations, housing service providers, financial institutions, elected officials, state agencies, and others must be combined to promote and preserve integration, fair housing, and equal opportunity.

WHEREAS, REALTORS® locally and nationally pledge to provide equal professional service without regard to the race, color, religion, sex, handicap, familial status, or national origin of any prospective client, customer, or of the residents of any community.

WHEREAS, REALTORS® locally and nationally pledge to affirmatively pursue business practices that will ensure that everyone is welcome, and no one is excluded.

WHEREAS, REALTORS® locally and nationally have incorporated affirmative fair housing practices into the REALTOR® code of ethics by which all REALTORS® must abide.

NOW, THEREFORE, I, Tari Renner, Mayor of the City of Bloomington, Illinois, do proclaim April 2021 as “**NATIONAL FAIR HOUSING MONTH**” in Bloomington to establish our community as an open and inclusive community committed to fair housing and to promote appropriate activities by private and public entities intended to provide or advocate for integration and equal housing opportunities for all residents and prospective residents of our County.



Tari Renner
Mayor





Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 6.C

FOR COUNCIL: April 26, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing May as National Historic Preservation Month, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'Billy Ryus'.

Billy Ryus, Deputy City Manager

4/21/2021

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

4/22/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 3B National Historic Preservation Month Proclamation

PROCLAMATION

Declaring May 2021 National Historic Preservation Month

WHEREAS, *Historic Preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and ethnic backgrounds; and*

WHEREAS, *it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and*

WHEREAS, *Historic Preservation is an effective tool for managing growth, revitalizing neighborhoods and downtowns, fostering local pride and maintaining community character while enhancing livability; and*

WHEREAS, *Historic Preservation in Bloomington is made possible through the efforts and actions of the National Park Service, State of Illinois Historic Preservation Office, City of Bloomington Economic and Community Development Department, City of Bloomington's appointed Historic Preservation Commission, the Bloomington City Council, and the many dedicated residents of McLean County; and*

WHEREAS, *the month of May is recognized as National Historic Preservation Month, a time to provide an even greater opportunity to celebrate the diverse and unique heritage of the nation's cities and states and the commitment of local preservationists.*

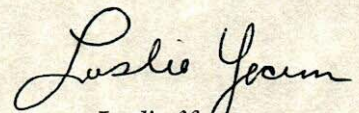
NOW, THEREFORE, *I, Tari Renner, Mayor of Bloomington, Illinois, do proclaim May 2021 as*

NATIONAL HISTORIC PRESERVATION MONTH

in the City of Bloomington, and call upon the people of Bloomington, Illinois to join their fellow citizens across the United States in recognizing and sharing in this special observance.



Tari Renner
Mayor



Leslie Yocum
City Clerk



RECOGNITION/APPOINTMENTS ITEM NO. 6.D

FOR COUNCIL: April 26, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Proclamation recognizing Arbor Day, as requested by the Administration Department.

RECOMMENDED MOTION:

None; recognition only.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

BACKGROUND: The included Proclamation is a public statement that brings attention to factors that affect our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'Billy Ryus'.

Billy Ryus, Deputy City Manager

4/21/2021

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

4/21/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 4B Arbor Day Proclamation



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

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

Whereas, Arbor Day is now observed throughout the nation and the world, and

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

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

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

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

Now, Therefore, I, Tari Renner, Mayor of the City of
Bloomington, Illinois, do hereby proclaim
April 30, 2021 as

Arbor Day

In the City of Bloomington, Illinois, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

Further, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Dated this 26th day of April, 2021

Mayor

Tari Renner

City Clerk

Luslie Jean





RECOGNITION/APPOINTMENTS ITEM NO. 6.E

FOR COUNCIL: April 26, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Recognition of Appointments to Various Boards & Commissions, 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 Appointments are representative of City Council's approval from the April 12, 2021 meeting.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

A handwritten signature in black ink, appearing to read 'B. Ryus'.

Billy Ryus, Deputy City Manager

4/21/2021

A handwritten signature in black ink, appearing to read 'Tara Henry'.

Tara Henry, Legislative Assistant

4/21/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 5B Recognition of Various Appointments from 041221



Appointment

Ina Perkins: Bloomington Housing Authority



Re-Appointment

Sara Kemp: Citizens' Beautification Committee



Re-Appointment

Julia Cozad-Callighan: Cultural Commission

Melissa Libert: Cultural Commission

Ryan McCracken: Cultural Commission



Re-Appointment

Dawn Peters: Historic Preservation Commission



Re-Appointment

Dianne Hollister: Library Board of Trustees

Susan Mohr: Library Board of Trustees

Matthew Watchinski: Library Board of Trustees



Re-Appointment

Tyson Mohr: Planning Commission



Appointment

Benjamin Muncy: Planning Commission



Re-Appointment

William Bennett: Public Safety & Community Relations Board

Surena Fish: Public Safety & Community Relations Board

CONSENT AGENDA



CONSENT AGENDA ITEM NO. 8.A

FOR COUNCIL: April 26, 2021

SPONSOR: City Clerk Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Minutes of the March 22, 2021 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 City Clerk. In compliance with the Open Meetings Act, Council Proceedings must be approved thirty (30) days after the meeting or at the second subsequent regular meeting whichever is later. In accordance with the Open Meetings Act, Council Proceedings are available for public inspection and posted to the City's web site within ten (10) days after Council approval.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

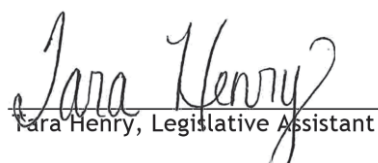
Respectfully submitted for Council consideration.

Prepared by: Amanda Mohan, Deputy Clerk

Reviewed by:


Leslie Yocum, City Clerk

4/22/2021


Tara Henry, Legislative Assistant

4/22/2021

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- CLK 1B DRAFT 03-22-2021 City Council Regular Session Minutes



**MINUTES
REGULAR SESSION CITY COUNCIL MEETING
MONDAY, MARCH 22, 2021, 6:00 P.M.**

This meeting was conducted under Governor Pritzker's Executive Order 2020-07 §6, which was reissued and extended by Executive Order 2021-05. The Order, implemented in response to COVID-19, suspended in-person attendance under the Open Meeting Act, 5 ILCS 120.

The City Council convened in regular session virtually via Zoom conferencing with Mayor, Tari Renner; Deputy City Manager, Billy Tyus; and City Clerk, Leslie Yocum, in-person in City Hall's Council Chambers at 6:00 p.m., Monday, March 22, 2021. The meeting was called to order by Mayor Renner.

Roll Call

Attendee Name	Title	Status	Arrived
Tari Renner	Mayor	Present	
Jamie Mathy	Ward 1	Remote	
Donna Boelen	Ward 2	Remote	
Mboka Mwilambwe	Ward 3	Remote	
Julie Emig	Ward 4	Remote	
Joni Painter	Ward 5	Remote	
Jennifer Jazmin Carrillo	Ward 6	Remote	
Mollie Ward	Ward 7	Remote	
Jeff Crabill	Ward 8	Remote	
Kim Bray	Ward 9	Remote	

COVID-19 Update by City Manager

Deputy City Manager Tyus addressed Council and reported that vaccinations continued to go well at Grossinger Motors Arena, and that McLean County Health Department would continue follow vaccination eligibility guidelines issued by the Governor. He pointed out that eligibility had recently been expanded to include City staff.

Mr. Tyus reported that Outdoor Dining was underway and would continue for the season with new and improved procedures and set-up. He explained that Public Works was installing various barriers across dining areas to increase public safety. He mentioned painted jersey barriers and large planters to beautify dining in the Downtown area. He concluded with an explanation of the review process.

Recognition/Appointments

A. Recognition of Firefighters John Henderson, Jesse Ellis, and Chad Elam, who completed one-year probation

Fire Chief, Eric West, introduced the men and provided a brief background on each including their experience. City Clerk Yocum then gave Jesse Ellis and John Henderson their

Oath of Office. Chad Elam was unable to attend and would be issued his oath at a later date.

Public Comment

Mayor Renner opened the meeting for public comment and Willie Halbert spoke live. Mayor Renner responded to the public comment. The following individuals emailed public comment: (1) Beth and Brian Eble; (2) Constance Douglass; (3) Rathnakumar Ramachandram; and (4) Angela Bailey.

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 Painter, that the Consent Agenda, including all items listed below with the exception of Item 8.L., be approved as presented.

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

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

Item 8.A. Consideration and action to approve the Minutes of the February 15, 2021 Committee of the Whole Meeting, as requested by the City Clerk Department. (Recommended Motion: The proposed Minutes be approved.)

Item 8.B. Consideration and action to approve Bills and Payroll in the amount of \$6,278,506.57, as requested by the Finance Department. (Recommended Motion: The proposed Bills and Payroll be approved.)

Item 8.C. Consideration and action to approve Appointments to various Boards & Commissions, as requested by the Administration Department. (Recommended Motion: The proposed Appointments be approved.)

Item 8.D. Consideration and action to approve the Purchase of 1) seven Ford Police Interceptor Utility Hybrid Vehicles through the State of Illinois Joint Purchase Contract (#19-416CMS-BOSS4-P-11453) from Morrow Brothers Ford in the amount of \$359,960; 2) one Ford Transit Van through the Suburban Purchasing Cooperative Contract (#150) from Currie Motors in the amount of \$62,858; 3) one Chevrolet Tahoe through the State of Illinois Joint Purchase Contract (#19-416CMS-BOSS4- P-11454) from Miles Chevrolet in the amount of \$43,012 for a total of \$465,830; and that City Staff be Authorized to Dispose of the replaced units by public auction, as requested by the Public Works Department and the Police Department. (Recommended Motion: The proposed Purchases and Disposal be approved.)

Item 8.E. Consideration and action to approve the Purchase of 1) four 2022 International HV507 Trucks with equipment from Rush Truck Centers in the amount of \$668,351.64, using the State of Illinois Contract (# 19-416-CMS-BOSS4-P-8607); 2) one 2022 Kenworth T370 Dump Truck From Central Illinois Trucks of Normal, IL, using the Sourcewell Contract (#060920-KTC, exp. 8/1/2024), in the amount of \$118,897.03; 3) one 2022 International MV607 Truck with equipment from Rush Truck Centers in the amount of \$161,505.04, using the Sourcewell Contract (# 060920-NVS), for a total of \$948,753.71; and that City Staff be Authorized to Dispose of the six replaced units by public auction, as

requested by the Public Works Department. (Recommended Motion: The proposed Purchases and Disposal be approved.)

Item 8.F. Consideration and action to approve a Professional Services Contract with Donohue & Associates, Inc., for SCADA Improvements Design, in the amount not to exceed \$477,600 utilizing RFQ 2019-34 Architectural & Engineering Professional Services, as requested by the Public Works Department. (Recommended Motion: The proposed Contract be approved.)

Item 8.G. Consideration and action to approve an Agreement with Stark Excavating, for the FY 2021 Sugar Creek Pump Station Improvements (Bid #2021-22), in the amount of \$505,840, as requested by the Public Works Department. (Recommended Motion: The proposed Agreement be approved.)

Item 8.H. Consideration and action on a Resolution Adopting the Official 2020 Zoning Map for the City of Bloomington, Which Supersedes and Replaces the Official 2019 Zoning Map Adopted by Council on March 26, 2020, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.I. Consideration and action on a Resolution Approving the First Amendment to the FY 2021 Sugar Creek Lift Station & Force Main Final Design Contract Between the City of Bloomington and Maurer Stutz, Inc., in the Amount of \$58,000, for the purpose of funding additional construction inspection and design services, as requested by the Public Works Department. (Recommended Motion: The proposed Resolution be approved.)

Item 8.J. Consideration and action on 1) a Resolution Recognizing the Ownership Change of ServLine from Sunbelt Insurance Group to HomeServe USA and Authorizing the City Manager to Approve a New Application to Take Advantage of ServLine's In-House Claim Management, and 2) an Ordinance Amending the City of Bloomington Water Leak Adjustment Policy, as requested by the Public Works Department and the Finance Department. (Recommended Motion: The proposed Resolution and Ordinance be approved.)

Item 8.K. Consideration and action on an Ordinance Designating the Property Located at 112 E. Washington Street, c. 1928-1947, Art Deco and Chicago Style, Architects Shaeffer and Hooton, as a Local Landmark with the S-4 Historic Preservation District Zoning Overlay, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Item 8.L. was removed from the Consent Agenda by Council Member Mwilambwe.

Item 8.M. Consideration and action on an Ordinance Approving a Preliminary Development Plan for a Planned Unit Development and a Special Use Permit for Single-family Attached Homes at Property Commonly Located South of Southgate Drive, East of US 51/Main Street, Approximately 7.31 Acres, Zoned C-1 Office District, as requested by the Economic & Community Development Department. (Recommended Motion: The proposed Ordinance be approved.)

Items Removed from the Consent Agenda

Item 8.L. Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Located South of General Electric Road and West of Towanda Barnes Road, Approximately 6.06 Acres, in the Hawthorne Commercial Subdivision from B-1 General Commercial District to R-2 Mixed Residence District (Tract 1, 2.95 acres) and R-3A

Multiple-family Residential District (Tract 2, 3.11 Acres), as requested by the Economic & Community Development Department.

Council Member Mwilambwe thanked the residents of the area for their level of engagement, as well as the developer, for multiple opportunities for public communication. He noted that the primary concern for most residents was that rezoning the area from B1 to R3A would allow the developer to build apartments. He explained that, while the developer intended to build townhomes, the residents sought additional assurances that apartments would not be built. For that reason, he did not support the item as presented.

Council Member Mwilambwe made a motion, seconded by Council Member Boelen, to approve the proposed Ordinance as related to the rezoning of Track 1 from B1 to R2 and to table the rezoning of Track 2 from B1 to R3A to the April 12, 2021 City Council meeting.

Council Member Mathy asked, if tabled, what the anticipated outcome would be. Council Member Mwilambwe responded that he hoped additional communication between the developer and residents would take place. Council Member Mathy expressed concern with tabling a portion of the item when it had already appeared before the Planning Commission twice. He asked for clarification on if the item would be sent back to the Planning Commission. Council Member Mwilambwe clarified that the item would appear again before Council only.

Council Members Emig, Mwilambwe, and Crabill had additional discussion on when the item would reappear before Council.

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

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Ward, Crabill, Bray

NAYES: Carrillo

Motion carried.

Public Hearing

A. Public Hearing for the FY 2022 Proposed Budget, as requested by the Finance Department and the Administration Department. (Recommended Motion: None; presentation and public hearing only.)

Mayor Renner opened the Public Hearing at 6:22 p.m.

Mr. Tyus introduced the item and noted that the operational budget of approximately \$110 million had remained relatively flat and that the increases presented in the Fiscal Year (FY) 2022 Proposed Budget were for planned infrastructure projects. He then asked Scott Rathbun, Finance Director, to address Council.

Mr. Rathbun conceded his time and welcomed public comments.

Mrs. Yocum stated that no public comment had been received.

Mayor Renner opened the floor to Council Discussion.

Council Member Boelen highlighted that the projects within the FY22 Proposed Budget included major funding from the State Motor Fuel Tax that had been in the works for decades. She expressed her support in the projects.

Council Member Crabill asked for additional information on the Police Administration budget. Mr. Rathbun responded and explained he could follow-up to provide additional information.

Mayor Renner closed the Public Hearing at 6:28 p.m.

Regular Agenda

The following item was presented:

Item 10.A. Consideration and action on a Resolution Authorizing Waiving the Technical Bidding Requirements and Approving an Agreement with Watts Copy Systems, Inc. Utilizing the Omnia Joint Purchasing Contract for the Lease of Citywide Multi-function Devices for Five (5) Years in the Amount Not to Exceed \$296,400 and Approving a State and Local Government Lease-Purchase Agreement with De Lage Landen Public Finance LLC, as requested by the Information Technology Department and the Administration Department.

Deputy City Manager Tyus introduced the Item and explained the contract benefits, which included increased efficiencies and lower costs on print services management. He then introduced Craig McBeath, Director of Information Technologies, and Mark Owens, Assistant Director of Information Technologies.

Mr. McBeath provided a brief overview of the Item and asked Mr. Owens to address Council.

Mr. Owens provided additional details on the contract and noted that current devices had been installed in 2013 stressing the overextended life cycle. He then provided a brief background on the bid process and recommended the contract be awarded to Watts Copy Systems, Inc. ("Watts"), a local provider. He went on to describe reasoning Watts had been selected. He presented estimated savings amounting to a projected \$84,117.60 savings over the life of a 5-year contract. Mr. Owens discussed multiple soft-cost benefits as well.

Council Member Mathy expressed support of the Item and asked staff to actively seek ways to reduce the amount of paper used by the City.

Council Member Crabill asked for additional explanation on "managed services." Mr. Owens explained it included managed work, such as printer issues/jams, that were best outsourced verses utilizing internal staff allowing staff to focus on more critical items. Council Member Crabill echoed Council Member Mathy's statements on the reduction of paper.

Council Member Mwilambwe asked where staff suggested spending the anticipated savings. Mayor Renner responded that Council would decide where to spend the \$84,000 savings. Mr. McBeath and Mr. Owens made a few suggestions.

Council Member Ward made a motion, seconded by Council Member Emig, that the proposed Resolution be approved.

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

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

The following item was presented:

Item 10.B. Presentation and discussion of the Solid Waste Program, as requested by the Public Works Department and the Administration Department.

Mr. Tyus introduced the Item and noted that the presentation was the third presentation on the solid waste program. He asked Kevin Kothe, Director of Public Works, to address Council.

Mr. Kothe discussed multiple Public Works programs (Citizen Convenience Center, Bulk Waste Pick-Up, Brush Waste Pick-Up, and Leaf Collection Pick-Up) in addition to the potential purchase of an Air Curtain Brush Burn Disposal machine that would allow some services to be brought in-house. He discussed each program's concerns, presented several proposed changes, and noted the potential benefits of said changes. He then highlighted associated costs and the potential savings to each program if the proposed changes were implemented.

Council Member Ward stated that her constituents expressed interest in a more frequent bulk waste pick-up program, as well as enforcement of improper bulk waste disposal. She also expressed interest in an amended program so that there wasn't a one-size fits all solution pointing out that not all neighborhoods needed the same pick-up schedule. Mayor Renner echoed Council Member Ward's statement on pick-up schedules. Mr. Kothe appreciated the feedback.

Council Member Bray noted that the twice-a-year bulk waste pick-up had been implemented on a trial basis. She was supportive of a more frequent schedule.

Council Member Mwilambwe explained that City services should be adjusted as they were used by the public. He expressed interest in the potential for citizens to schedule bulk waste pick-up and discussed potential staff efficiency of implementing such a practice.

Council Member Mathy agreed with the ability to schedule bulk waste pick-ups. He expressed additional interest in enforcement of bulk waste pick-up abuses by apartment complexes. Mayor Renner agreed with Council Member Mathy and was interested in the imposition of fines to those who abuse the program.

The following item was presented:

Item 10.C. Consideration and action to approve the Project Management Plan, with the Design Concept and Budget Estimate for the O'Neil Park Pool Project, as requested by the Parks, Recreation and Cultural Arts Department.

Mayor Renner recognized the economic development significance of the project. He thanked staff for their work and expressed his support for the Item.

Mr. Tyus provided a brief background on the project. He then asked Jay Tetzloff, Director of Parks, Recreation and Cultural Arts, to address Council.

Mr. Tetzloff echoed the importance of the long-anticipated project. He noted there were no changes from the presentation that had been made at the previous meeting. He noted that Andrew Caputo, Representative with Williams Architect, was also available to answer questions, if needed.

Council Member Crabill echoed the importance of the project and expressed his support. He asked Scott Rathbun, Finance Director, if it was fiscally responsible to acquire

debt to complete the project. Mayor Renner responded that it depended on the terms of the agreement, economic impact, and the long-term benefits to the community. Mr. Rathbun also noted the priorities of the community, as well as quality of life needing to be a factor considered. He stated that the City was in a fortunate financial position and able to take on such a project. He discussed options that could be used to pay for the expenses. Mayor Renner expanded.

Council Member Crabill requested that the pool and amenities be as accessible as possible, and that staff and the architect reach out to Life Center for Independent Living (“LIFESIL”) for additional accessibility input.

Council Member Ward supported the project. She echoed the comments about LIFESIL and park accessibility. She encouraged free access to the splashpad and expanded on opportunities to cultivate public-private partnerships in the future. Mayor Renner expanded on the accessibility aspect of the project.

Council Member Boelen asked for confirmation on the construction and design costs. Mr. Tyus explained that the design costs were part of the total project cost of \$11.8 million. Council Member Boelen asked additional questions for clarification. Mr. Tetzloff explained the design cost was separate from the \$11.8 million construction cost after design was completed. He stated that the \$11.8 million total cost was a preliminary figure and staff were confident they would be able to complete the project under budget. She was in favor of the project, but expressed concerns the project would not be the economic development driver others anticipated. Additional discussion was had amongst Council Member Boelen, Mr. Tyus and Mr. Tetzloff.

Council Member Carrillo expressed support in the project and reiterated the importance of ensuring both physical and economic accessibility. She also addressed the facility being accessible to all genders.

Council Member Emig reiterated support in all aspects of accessibility. She believed the most important part of the project was quality of service to the community.

Council Member Ward pointed out additional multiple economic development opportunities including opportunities for local job creation throughout construction and the facility opening.

Council Member Mathy echoed statements about job creation. He then highlighted various accessibility features that had been incorporated into the current design. He mentioned that the facility may also be used by residents of small surrounding communities.

Council Member Ward made a motion, seconded by Council Member Carrillo, that the proposed Plan be approved.

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

AYES: Mathy, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

NAYS: Boelen

Motion carried.

Mayor Renner expressed excitement for the O'Neil Park Pool and his appreciation to City staff and Council for their constant work on the project.

The following item was presented:

Item 10.D. Consideration and action to approve the Fire L49 Collective Bargaining Agreement, as requested by the Human Resources Department and the Public Works Department.

Mr. Tyus read a statement by City Manager, Tim Gleason, and then highlighted various changes to the agreement. He expressed appreciation for the willingness of all the parties involved to work through issues. He then introduced Eric Hall, President of the Bloomington Firefighters Local 49.

Mr. Hall expressed appreciation for the City Manager who had personally been involved in negotiations and for staff who discussed each negotiable item on its own merit. He reported that negotiations were completed within a few meetings and that the members of the Local 49 Union had voted to approve the contract before it expired.

Mayor Renner noted that, historically, some union contracts would not be resolved before the contract expired. He believed it was a testament to current City Administration and pointed out that the contract coming for Council consideration before it expired was mutually beneficial.

Council Member Boelen made a motion, seconded by Council Member Emig, the proposed Agreement be approved.

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

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

The following item was presented:

Item 10.E. Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department.

No modifications were recommended.

Council Member Boelen asked for staff to review the Governor's Orders more closely as the COVID-19 situation continued to evolve. She asked if Council was yet able to remove some of the local COVID-19 restrictions. Mr. Tyus responded that staff continued to monitor the Governor's Orders regularly and would prepare potential changes in time. However, he stressed that there was still much uncertainty and that staff did not recommend local restrictions be removed at that time.

Council Member Crabill expressed interest in Outdoor Dining continuing to be accessible per the Americans with Disabilities Act ("ADA"). Mr. Tyus responded that ADA compliance was part of the review processes.

Finance Director's Report

Scott Rathbun, Director of Finance, addressed Council. He discussed a summary of the FY21 Major Tax revenue and highlighted various line items. He then discussed FY21 General Fund revenues and expenditures by category and noted specific significant impacts. He touched on the FY21 Enterprise Funds, highlighting that the revenues were on track and then discussed financial impacts of retail cannabis revenues. He concluded with updates on the

utility billing upgrade and the American Rescue Plan.

Council Member Boelen noted low utility collection and asked about the correlation between utilities and pensions. Mr. Rathbun responded that Telecom had impacted figures, and that the City should soon review how pensions would be funded with decreasing land-line phone use. Council Member Boelen asked for information on how to pay a utility bill under the new billing system. Mr. Rathbun responded accordingly.

Council Member Mathy expressed appreciation for City staff and their work on the utility billing conversion. He then commented on how Telecom was taxed, and that cell phone data usage was not able to be taxed.

City Manager's Discussion

Deputy City Manager reported that Outdoor Dining would return due to its popularity and highlighted multiple Downtown events. He celebrated the big items that were approved during the meeting and highlighted various items coming soon.

Mayor Renner expanded on the success of the Outdoor Dining program in 2020.

Mayor's Discussion

Mayor Renner encouraged citizens to become vaccinated. He touched on the upcoming election and noted that he would explain the transition at the next meeting.

Council Member's Discussion

Council Member Bray reminded the community to exercise their right to vote. Mayor Renner commented to the importance of voting.

Council Member Ward mentioned recent shootings and encouraged the community to continue to work towards a better future.

Executive Session - Cite Section

No Executive Session was held.

Adjournment

Council Member Boelen made a motion, seconded by Council Member Painter, that the meeting be adjourned.

AYES: Mathy, Boelen, Mwilambwe, Emig, Painter, Carrillo, Ward, Crabill, Bray

Motion carried.

The meeting adjourned at 8:10 p.m.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Amanda Mohan, Deputy City Clerk



CONSENT AGENDA ITEM NO. 8.B

FOR COUNCIL: April 26, 2021

SPONSOR: Finance Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Bills and Payroll in the amount of \$6,404,599.16, 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 \$6,404,599.16 (Payroll total \$2,608,964.85, Accounts Payable total \$2,414,856.32, Bank Transfers total \$1,292,166.24 and Procurement Card Purchases total \$88,611.75).

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Frances Watts, Support Staff V

Reviewed by:

A handwritten signature in black ink, appearing to read 'F. Scott Rathbun', written over a horizontal line.

F. Scott Rathbun, Finance Director

4/21/2021

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- FIN 1B Council Finance Summary Report

CITY OF BLOOMINGTON FINANCE REPORT

PAYROLL				
Date	Gross Pay	Employer Contribution	Totals	
4/9/2021	\$ 2,041,401.75	\$ 557,952.10	\$ 2,599,353.85	
4/19/2021	\$ 8,928.00	\$ 683.00	\$ 9,611.00	
Off Cycle Adjustments				
		PAYROLL TOTAL	\$ 2,608,964.85	
ACCOUNTS PAYABLE (WIRES)				
Date	Bank	Total	PCARDS	
			Date Range	
4/26/2021	AP General	\$ 2,044,122.82	3/1/2021-3/31/2021	\$ 88,611.75
4/26/2021	AP JMScott	\$ 3,000.00		
4/26/2021	AP Comm Devel	\$ 26,865.05	PCARD TOTAL	\$ 88,611.75
4/26/2021	AP IHDA	\$ 31,700.00		
4/26/2021	AP Library	\$ 84,307.80		
	AP MFT			
4/8/2021-4/19/2021	Out of Cycle	\$ 224,860.65		
3/5/2021-4/5/2021	AP Bank Transfers	\$ 1,292,166.24		
	AP TOTAL	\$ 3,707,022.56		
GRAND TOTAL			\$	6,404,599.16

Respectfully,

F. Scott Rathbun
Director of Finance



CONSENT AGENDA ITEM NO. 8.C

FOR COUNCIL: April 26, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve Appointment and Reappointments to various Boards & Commissions, as requested by the Administration Department.

RECOMMENDED MOTION:

The proposed Appointment and Reappointments 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 Mayor of the City of Bloomington has nominated, and asks your concurrence in the appointment of:

Japan Sister Cities Committee: Dawn McBride to the Japan Sister Cities Committee. Dawn is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Steven Campbell to the Japan Sister Cities Committee. Steven is being appointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office

Police Pension Board: Dean Messinger to the Police Pension Board. Dean is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

Property Maintenance Review Board: Kelby Cumpston to the Property Maintenance Review Board. Kelby is being reappointed for a three-year term, effective 5-1-21 with an expiration date of 4-30-24. Application is on file in the Administration Office.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic; however, this agenda item is operational in nature and expected to have little to no impact on City resources or finances.

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

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

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

Billy Ryus, Deputy City Manager

4/21/2021

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

Tara Henry, Legislative Assistant

4/22/2021

Recommended by:

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

Tim Gleason, City Manager

Attachments:

- ADM 1B Japan Sister City Roster
- ADM 1C Police Pension Roster
- ADM 1D Property Maintenance Review Board

Japanese Sister City Committee

Blm Mayor Appointed	Staff/Chair	FirstName	LastName	Expiration	Year First Appt	Appointment Date	Ward
x				04/30/20	2019	04/22/19	
x				04/30/20	2014	03/13/17	
x				04/30/22	2018	04/22/19	
x		Ken	Ota	04/30/22	2016	04/22/19	2
x		Kyle	Silver	04/30/23	2016	03/27/17	5
x		Brenda	Guest	04/30/23	2018	12/10/18	5
x				04/30/19			
x		Dawn	McBride	04/30/21	2018	05/14/18	4
x				04/30/21	2015	04/23/18	
x				04/30/21	2014	04/23/18	

Police Pension Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Re/Appointment Date
	Trustee	Ed	Moser	04/30/19	2017	05/01/19
	President	Paul	Swanlund	04/30/20	2015	05/01/15
X	Trustee	Scott	Rathbun	04/30/22	2018	05/29/18
	Secretary	Matthew	Dick	04/30/19	2015	05/01/15
X		Dean	Messinger	04/30/21	2020	06/22/20

Property Maintenance Review Board

Mayor Appointed	Staff/Chair	First Name	Last Name	Expiration	Year First Appt	Appointment Date	Ward
x	Contractor			4/30/22			
x - Chair	Large Landlord	John	Capodice	4/30/23	2011	04/27/20	
x	Citizen At Large	Robert	Garcia	4/30/23	2018	04/27/20	2
x	Small Landlord	Rodney	Smithson	4/30/23	2016	04/27/20	8
x	Contractor	Kelby	Cumpston	4/30/21	2018	05/14/18	8
	Tenant			4/30/22			
	Tenant	Kate	Brunk	4/30/23	2020	04/27/20	4



CONSENT AGENDA ITEM NO. 8.D

FOR COUNCIL: April 26, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to reject the Bid for the Water Division 2021 or Newer Ford F150 or Equivalent Pickup Truck Purchase (Bid #2021-34) so the Purchase can be made using the Northwest Municipal Suburban Joint Purchasing Contract (#178, exp. 1/22/2022) at a lower cost, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Bid Rejection 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: Public Works is recommending the rejection of the Bid for the Water Division Ford F150 or Equivalent Truck (Bid #2021-34), for use by the Water Division. A bid was released on March 24, 2021, and due to the City on April 6, 2021. The City received one bid from Bob Ridings Ford of Taylorville, Illinois, and one no-bid from Gulliford Services Inc. of Urbana, Illinois (that is not a vehicle manufacturer dealer). The bid notice was advertised in *The Pantagraph* and posted on the ProcureNow website. There were no local bids. If this unit is purchased from the Northwest Suburban Purchasing Contract, it will save the City \$1,037.

Source	Total Cost
Bob Ridings	\$36,585
Northwest Suburban Purchasing Contract (Roesch Ford)	\$35,548

Staff believes it is in the best interest of the City to be fiscally responsible and purchase these vehicles through the Northwest Suburban purchasing Contract. A separate item on tonight's agenda is recommended to make this purchase.

Of all the vehicle bids that have been released since near the end of FY 2020 and all of FY2021, the City has only received one vehicle bid from a local firm. City staff has reached out by phone, held a meeting, and sent a survey to the local dealerships to try to increase participation. Twelve (12) local dealers have been notified of all the vehicle bid notices. The bid process usually takes about six to eight weeks from release until bid award and allows staff time to prepare and evaluate the bid packets and submissions. Of the other bids that the City has received that are not local, the Illinois State contract or other joint purchasing cooperative contracts have provided prices that are lower than the bid submissions.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is operational in nature and expected to have little to no impact on City resources or finances. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was advertised in *The Pantagraph* and ProcureNow website on March 24, 2021.

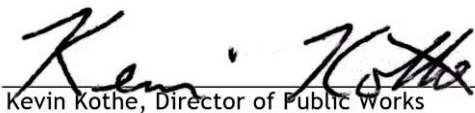
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:



Kevin Kothe, Director of Public Works

4/14/2021



Carla Murillo, Procurement Manager

4/15/2021



Chris Tomerlin, Budget Manager

4/15/2021



Jeffrey R. Jurgens, Corporation Counsel

4/20/2021



Tara Henry, Legislative Assistant

4/21/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 6B Bid Submission_W02 Water Division Pickup Bid Rejection 04262021
- PW 6C Bid Tab_W02 Water Division Pickup Bid Rejection 04262021

Bid #2021-34

2021 or Newer Ford F150 Pickup Truck or Equivalent Specifications

The Ford F150 Pickup Truck or Equivalent vehicle purchased under these specifications shall be built for use by the Public Works Water Administration Division.

Minimum Chassis Specifications

Ford F150 Pickup Truck or Equivalent Vehicle Crew Cab 4X4

1. Engine
 - 1.1 V-8 5.0L Gasoline Engine.
 - 1.2 Minimum 5.0 liter
 - 1.3 Flex-Fuel capable engine
2. Alternator and Battery
 - 2.1 150-amp min alternator
 - 2.2 78AH 800 CCA HD battery maintenance free type
3. Cooling System
 - 3.1 Heavy duty engine cooling package
 - 3.2 Extended life coolant with antifreeze protection to -35 degrees
 - 3.3 Block heater
4. Transmission/Drive Train
 - 4.1 10 Speed Automatic transmission with select shift
 - 4.2 Four-wheel drive (4X4)
5. Differential
 - 5.1 3.73 axle ratio
 - 5.2 Electronic traction control
6. Wheelbase
 - 6.1 Standard with 6.5-foot bed
7. Tires and Wheels
 - 7.1 Five (5) LT245/OR17E BSW all-terrain radial tires
 - 7.2 Painted steel wheels
 - 7.3 Tire pressure monitoring system (TPMS)
 - 7.4 Shall have a full-size spare tire
8. Steering
 - 8.1 Full power steering
 - 8.2 Tilt steering wheel with cruise control
9. Brakes
 - 9.1 Power 4-Wheel disc brakes with anti-lock braking system (ABS)
10. Suspension
 - 10.1 Minimum 7,000 pounds GVRW
 - 10.2 Front stabilizer bar

- 10.3 Heavy Duty gas shock absorbers
- 10.4 Single rear wheels
- 11. Lights
 - 11.1 Headlights halogen with daytime running lights
 - 11.2 3rd Stop light high mounted
 - 11.3 Cargo area box light
 - 11.4 Daytime running lights
 - 11.5 4 LED corner strobe lights wired to switch in cab
- 12. Interior
 - 12.1 Shall be supplied with 12-volt power outlet
 - 12.2 Tinted glass
 - 12.3 Interior hood release
 - 12.4 Dome lamp
 - 12.5 Driver and Passenger front and side airbag/curtain
 - 12.6 Factory 110 volt/ 400-watt power outlet mounted in dash
- 13. Instruments
 - 13.1 Instruments to be factory standard
- 14. Heater and Air Conditioning
 - 14.1 Manual front forced air heater and air conditioner with a minimum of three blower speeds
- 15. Windshield Wipers
 - 15.1 Intermittent windshield wipers with washer
- 16. Radio
 - 16.1 AM/FM/Clock MP3-SYNC stereo radio
- 17. Trailer Brake
 - 17.1 Factory installed trailer tow package with 7 wire harness and relays and integrated trailer brake controller equipped with 7-way flat RV style plug.
 - 17.2 Shall have a class IV trailer hitch receiver.
- 18. Running Boards
 - 18.1 Shall have 6-inch angular black mold-in-color running boards
- 19. Color
 - 19.1 Cab exterior color shall be Ford Oxford White or equivalent
 - 19.2 Interior color shall be Gray
- 20. Seating
 - 20.1 Front seat vinyl 40/20/40 split bench with center arm rest, cup holder, and storage with manual lumbar on driver's seat
- 21. Shall be rust proof and undercoated
- 22. Shall have 6.5-foot pickup truck bed
- 23. Shall have Tough bed spray in bed liner
- 24. Shall have rear window defroster and privacy glass

25. Shall have power equipment group. Heated manual telescoping tow mirrors with integrated clearance lamps/ turn signals. Power windows and locks.
26. Shall have power equipment group. Heated manual telescoping tow mirrors with integrated clearance lamps/ turn signals. Power windows and locks.
27. Shall have 4 keys
28. Safety
 - 28.1 Shall have Blind spot information system with cross traffic alert
 - 28.2 Shall have Lane keeping alert
 - 28.3 Shall have Pre-collision assist with automatic emergency braking
 - 28.4 Shall have Forward collision warning
 - 28.5 Shall have reverse sensing system
 - 28.6 Shall be equipped with back up alarm
 - 28.7 Shall have advance trac with roll stability control
 - 28.8 Shall be equipped with rear view backup camera

Thank you for your inquiry about our Fleet Sales Program, please accept this letter to outline our bid. Meets or exceeds specs EXCEPT if noted, delivery is estimated in 100-120 days after your order, **ORDERS DUE BY 4-30-21 or inquire!**

WE PROPOSE 2021 Ford F150 CREW Cab 4x4 Pickup w/6.5ft Bed (W1E)

CREW Cab includes FULL Rear Doors and Folding rear seat 157" Wheelbase

Includes: All Standard Equipment, Pkg 101A

(995) 5.0 Litre Flex Fuel V8 w/10spd Automatic

7150 GVWR, Approx Payload 1500 lb, 14,800 GCWR, Approx 9000 lb Max Trailer Wt

200 amp Alternator, **610 CCA Battery (800 amp not available)**

Power Steering & Brakes, 4 Wheel Anti-Lock Disc Brakes Electric Shift on the Fly 4x4

P265/70R17 White Letter All Terrain Tires w/Full Size Spare Includes TPMS

Air Conditioning Tilt Wheel & Cruise Control AM/FM Stereo w/SYNC Bluetooth

Power Windows/Locks/Mirror/Remote Keyless Entry

(YZ) White Ext, (AS) Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering

ADD (41H) Engine Block Heater

(XL6) 3.73 Electronic Locking Axle

(942) Daytime Running Lights

(471) 110V/400 watt Power Outlet in Dash

(53A) Factory Trailer Pkg w/Class IV Hitch & Wiring and (67T) Built in Factory Trailer Brake

(18B) Factory Black Running Boards

(96W) Factory Spray in Bedliner

(57Q) Rear Defogger & (924) Deep Tint Glass

(43A) Ford CoPilot 360 2.0, Includes BLIS Blind Spot System WITH Cross Traffic Alert, Lane Keeping Alert, PreCollision Assist with Forward Collision Warning, AdvanceTrac with Roll Stability Control and Rearview Camera

(85H) Backup Alarm and Reverse Sensing System

ADD 4 Way Corner Strokes, Built into Parking Lamps, LED Amber/White

Dealer Undercoat (4) Keys with Remotes Delivery to your Location

PLEASE USE THIS FORM TO PROVIDE THE VARIANCE FOR ANY ITEMS IN THE SPECIFICATION:

[illegible]

5. PRICING PROPOSAL

PRICING FOR FORD F-150 OR EQUIVALENT TRUCK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
1	Bidder to supply One (1) 2021 or newer Ford F150 or Equivalent and all bid items to the City of Bloomington.	1	Complete Vehicle	\$36,585.00		
TOTAL				\$36,585.00		

Thank you for your inquiry about our Fleet Sales Program, please accept this letter to outline our bid. Meets or exceeds specs EXCEPT if noted, delivery is estimated in 100-120 days after your order, **ORDERS DUE BY 4-30-21 or inquire!**

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7150 GVWR, Approx Payload 1500 lb, 14,800 GCWR, Approx 9000 lb Max Trailer Wt

200 amp Alternator, **610 CCA Battery (800 amp not available)**

Power Steering & Brakes, 4 Wheel Anti-Lock Disc Brakes Electric Shift on the Fly 4x4

P265/70R17 White Letter All Terrain Tires w/Full Size Spare Includes TPMS

Air Conditioning Tilt Wheel & Cruise Control AM/FM Stereo w/SYNC Bluetooth

Power Windows/Locks/Mirror/Remote Keyless Entry

(YZ) White Ext, (AS) Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering

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(53A) Factory Trailer Pkg w/Class IV Hitch & Wiring and (67T) Built in Factory Trailer Brake

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(96W) Factory Spray in Bedliner

(57Q) Rear Defogger & (924) Deep Tint Glass

(43A) Ford CoPilot 360 2.0, Includes BLIS Blind Spot System WITH Cross Traffic Alert, Lane

Keeping Alert, PreCollision Assist with Forward Collision Warning, AdvanceTrac with Roll

Stability Control and Rearview Camera

(85H) Backup Alarm and Reverse Sensing System

ADD 4 Way Corner Strokes, Built into Parking Lamps, LED Amber/White

Dealer Undercoat (4) Keys with Remotes Delivery to your Location

Bid #2021-34 PW Water Division Ford F150 or Equivalent Truck
Bid Tabulation

Description		Bob Ridings	
New Ford F150 or Equivalent Truck	\$		36,585.00



CONSENT AGENDA ITEM NO. 8.E

FOR COUNCIL: April 26, 2021

SPONSOR: Public Works Department and Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to reject the Bid for the Parks, Recreation and Cultural Arts Division 2021 or Newer Ford F550 19,500 lb Bucket Truck or Equivalent Purchase (Bid #2021-35) so the Purchase can be made using the Sourcewell Contract (#012418-TIM, 3/14/2022) at a lower cost, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Bid Rejection 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: Public Works and Parks, Recreation, and Cultural Arts (PRCA) are recommending the rejection of the Bid for the PRCA Ford F550 or Equivalent 19,500lb Bucket Truck (Bid #2021-35), for use by the Parks Maintenance Division of PRCA. A bid was released on March 24, 2021, and due to the City on April 6, 2021. The City received one bid from Bob Ridings Ford of Taylorville, Illinois, one bid from Nesco LLC of Bluffton, Indiana, and one no-bid from Gulliford Services Inc. of Urbana, Illinois, (that is not a vehicle manufacturer dealer). The bid notice was advertised in *The Pantagraph* and posted on the ProcureNow website. There were no local bids. If this unit is purchased from the Sourcewell Contract, it will save the City \$10,119.

Source	Total Cost
Bob Ridings	\$119,866
Nesco LLC	\$121,350
Sourcewell Contract (Versalift)	\$109,747

Staff believes it is in the best interest of the City to be fiscally responsible and purchase these vehicles through the Sourcewell Contract. A separate item on tonight's agenda is recommended to make this purchase.

Of all the vehicle bids that have been released since near the end of FY 2020 and all of FY2021, the City has only received one vehicle bid from a local firm. City staff has reached out by phone, held a meeting, and conducted a survey for the local dealerships to try to increase participation. Twelve (12) local dealers have been included on all of the bid notices. The bid process usually takes about six to eight weeks from release until bid award

and allows staff time to prepare and evaluate the bid packets and submissions. Of the other bids that the City has received that are not local, the Illinois State contract or other joint purchasing cooperative contracts have provided prices that are lower than the bid submissions.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item is operational in nature and expected to have little to no impact on City resources or finances. The Finance Department is monitoring the financial impact of the pandemic.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was advertised in *The Pantagraph* and ProcureNow website on March 24, 2021.

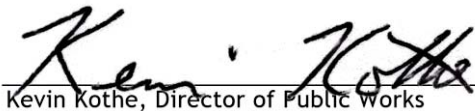
FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:



Kevin Kothe, Director of Public Works

4/14/2021



Carla Murillo, Procurement Manager

4/16/2021



Chris Tomerlin, Budget Manager

4/19/2021



Jeffrey R. Jurgens, Corporation Counsel

4/20/2021



Lara Henry, Legislative Assistant

4/21/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 10B Bid Submission 1798 Parks Maintenance Bucket Truck Bid Rejection 04262021
- PW 10C Bid Submission _798 Parks Maintenance Bucket Truck Bid Rejection 04262021
- PW 10D Bid Tab_798 Parks Maintenance Bucket Truck Bid Rejection 04262021

**THIS PAGE IS MANDATORY
BID FORM**

BID #

**ONE NEW 19,5000lb GVWR PICKUP STYLE CAB AERIAL TRUCK FOR
THE PARKS, RECREATION AND CULTURAL ARTS DEPARTMENT**

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the below bid price, and to supply all services as required in the requirements and Instructions to Bidders. We further agree to deliver the equipment or services as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

DESCRIPTION

PRICE

One New 19,500 lb GVWR Pickup Style Cab Aerial Truck

\$ 119,866.00

Year, Make, and, Model Chassis:

2022 Ford F550 Regular Cab 2wd F5G

Year, Make, and, Model Service Body:

Knapheide 6132D54

Year, Make, and Model Aerial Lift

Versalift SST-40-EIH-02

Delivery days from receipt of order

150-180+

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

Bob Ridings Inc

Firm

931 Springfield Rd

Address

217-824-2207

Phone Number

Email Address: toddfleet@aol.com


Authorized Signature

Taylorville IL 62568

City

State

Zip

4-6-21

Date

Thank you for your inquiry about our Fleet Sales Program, please accept this letter to outline our bid. Note delivery is estimated in 150-180+ days after your order, meets or exceeds your specs EXCEPT if noted

WE PROPOSE 2022 Ford F550 REGULAR Cab 2wd (F5G) Chassis

Meets or exceeds your specs EXCEPT if noted 169" Wheelbase, 84" Cab to Axle

Includes: All XL Standard Equipment, (Pkg 660A) Power Steering & Brakes

(99N) 7.3 Litre V8 **NOT FLEX FUEL** w/10spd Automatic

4 Wheel Anti-Lock Brakes w/Traction Control AdvanceTrac with Roll Stability Control

Air Conditioning Tilt Wheel AM/FM Stereo w/SYNC Bluetooth

Front & Side Airbags Intermittent Wipers

Warranty 3yr/36,000 mi PLUS 5/60 Powertrain & 5yr Corrosion

(Z1) White Ext, (AS) Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering

ADD (86M) Dual Batteries, 750 CCA

(67B) 397 amp Alternator

(41H) Engine Block Heater

(62R) PTO Provision

(X8L) 4.88 Limited Slip Axle

(TGM) 225/70R19.5G All Season Front/All Terrain Rear Tires w/Steel Wheels NO SPARE Tire

(525) Cruise Control

(67X) Extra Heavy Service Suspension Pkg, 7000 Front GAWR, 13,660 Rear

(68M) HD GVWR Upgrade, 19,500 GVWR

19,500 GVWR, 28,000 GCWR, Approx 14,000 lb Trailer Wt

(942) Daytime Running Lights

(94P) Pre-Collision Assist w/Automatic Emergency Braking & Forward Collision Warning

(60C) Audible Lane Departure Warning

(43C) 110V Power Outlet in Dash Upfitter Switch Panel

(872) Factory Rearview Camera w/4" Dash Screen

(52B) Factory Trailer Brake

(18B) Factory Black Running Boards

(90L) Power Windows/Locks/Power Heated Trailer Tow Mirrors /Remote Keyless Entry

(76C) Backup Alarm

VERSALIFT SST-40-EIH-02 insulated, End Mounted , specs attached

KNAPHEIDE 11ft Service Body 6132D54 with 6yr Corrosion Perforation Warranty

4 Compartments Per Side w/Standard Sheving Pkg Stainless Hinges

Spray in Bedliner in Cargo Area, floor and walls (4) Tie Down Rings in Cargo Area

36" tailshelf with walkup access on curb side

Aluminum Gripstruts on both box tops

ADD Whelen Legacy 48" Roof Light Whelen Traffic Advisor TAC8 below rear tailshelf

GOLight LED spotlight mounted on cab roof with wireless remote control

4 Way Strobe Lights, Amber LED, 2 Rear Body, 2 in Grille

Lighting in Compartments, LED Strip Lights All Lights Wired to Ignition Power

Dimensions 12/3000N Pure Sign Wave Inverter, Installed in right front compartment

Includes (1) 110V outlet in rear of truck and (1) in cab behind passenger seat

Includes tool drawer unit with (9) drawers, mounted in right side horizontal tool compartment

Class V Trailer Hitch w/7 Wire Harness & RV Plug

5lb Fire Extinguisher, First Aid Kit, Reflector Triangles

Install Diagonal White Reflective Safety Tape on rear of body

ADD ONE Factory CD Service Manual Undercoat

(4) Keys, (2) Remotes Delivery to your Location

1. Aerial unit

Versalift SST-40-EIH-02 Insulated, end mounted 39 ft. 8 in. (12.1m) telescopic/articulating aerial platform lift, including the items listed as standard:

- Standard platform capacity of 300 lbs. (136 kg).
- Platform mounted full pressure Unitrol single-stick control with safety trigger and emergency stop.
- Full pressure turret mounted lower controls including override.
- Engine start/stop from platform and lower controls.
- Non-continuous 370o rotation with mechanical limit system.
- Five GPM (18.9 gpm) open center hydraulic system. Operating pressure is 2250 psi (158 kg/cm2)
- Fiberglass inner boom and ELECTROGARD provide 42 in. (1.07 m) insulation gap fully retracted meeting ANSI A92.2-1990 requirements for Category C, 46 KV and below.
- ELECTROGARD and inner boom finished with white urethane paint over white gel coat.
- Multi-link hose carrier system through booms.
- Non-lube bearings used at all pivot points.
- Integral hydraulic oil reservoir with dual sight gauges and 17 gal. (64.4L) capacity.
- Closed 24 in. x 24 in. x 42 in. (0.61 m x 0.61 m x 1.07 m) fiberglass platform with one curbside step. Consult Field Tip #89 for platform variation.
- Master/slave hydraulic leveling with upper control to tilt for cleanout or rescue.
- ~~Molded rubber boom cradle for SST-37.~~ Ratchet tie down for SST-40.
- Mounting hardware for chassis installation (specify make/model).
- Safety belt, lanyard, or harness not included. Consult local laws and work practices for requirements. See miscellaneous options.
- Power source and hydraulic oil not included.
- White urethane paint.
- Two operator's manuals and two service manuals (in English).
- ANSI A92.2 data plate.
- Non-returnable skid for flatbed shipment.
- Lower boom rest for SST-40 EIH only.
- Two Slope Indicators with decals.

Platform capacity of 350 pounds

1. Control system

Full hydraulic controls on the turret with stow/unstow at turret.

Emergency power system 12v DC hydraulic pump system.

Emergency lowering valve for lower boom only.

2020+ Fprd F350/450/550 ga (auto trans) idle/1200 rpm auto throttle.

3. lower boom assembly

Chassis insulating system (lower boom insert) providing 12" insulation gap in all positions.

6. Platform and options

Closed 24" X 30" platform with one step to curbside.

Full body harness and lanyard (xtra large)

Platform liner 24"x30"x42".

8x19x8 polyethylene tool tray.

Polyethylene tool tray 8x19x8.

Quote Number: 037021-0

24" x 24" vinyl/nylon platform cover

8. Hydraulic system

Manufacturer's recommended amount of hydraulic oil to provide power to the unit.

Hydraulic power provided by transmission mounted hot shift PTO/pump configuration controlled by a switch in the cab.

9. General

Rubber, tube type platform support

Extra operator's manual and service manual (English).

Lift eye on outer boom with 500lb capacity.

10. Stabilization

Underframe torsion bar 20 and up F450/550 for the front and rear of the unit

2. Body

6132D54 Service Body

OVERALL LENGTH: - - - - - 133-1/4"

OVERALL WIDTH: - - - - - 94"

FLOOR WIDTH: - - - - - 54"

SIDE COMPARTMENT HEIGHT: - - - - 40"

SIDE COMPARTMENT DEPTH: - - - - 20"

FLOOR HEIGHT: - - - - - 24"

STREETSIDE COMPARTMENTATION:

1V = 34-1/4" in length x 40" high

2V = 21" in length x 40" high

H = 52-3/4" in length x 18-1/2" high.

3V = 25-1/4" in length x 40" high

CURBSIDE COMPARTMENTATION:

1V = 34-1/4" in length x 40" high

2V = 21" in length x 40" HIGH

H = 52-3/4" in length x 18-1/2" high

3V = 25-1/4" in length x 40" high

STANDARD SHELIVING: Unless otherwise stated includes (2) adjustable divider shelves each front and 2nd vertical compartment, (1) bolt-in divider shelf curbside horizontal compartment, (1) adjustable divider shelf each rear vertical compartment, and (28) shelf dividers.

WARRANTY: Standard Knapheide Limited Warranty

Miscellaneous body equipment

TP Overlay on Compartment Backs

Four (4) D-Ring Tie down Flush Mounted in curbside cargo wall 6" down from top *NOT RATED*

Light kit 4"RND LED pony UB 6

80" Wide Body Light Kit

Tail shelf 36 x 94 x 5 with Tail shelf Light Channels and Access Steps installed on curbside

Grab Handle Right-12"

Class 5 hitch/ICC bumper 12,000 lbs max capacity tongue weight. Cannot exceed the chassis rating.

Quote Number: 037021-0

Grip Strut Compartment Top LT
Grip Strut Compartment Top RT

CURBSIDE (Right)

Nine (9) Drawer Unit for RH SP 17.5"W X 11.62"D X 11"H overall dimensions
5.25"W X 2.75"H X 11.25"D drawers *Installed in middle of compartment*

Single base coat paint standard white to match the cab of the chassis as close as possible.

Additional Equipment

Two (2) Ecco model 3965A Amber LED oval strobe light with grommet and wire

Two (2) Ecco model 3810A amber surface mounted led strobe light mounted in the front grille wired to a master switch in the cab.

White reflective diagonal stripping as per ANSI and DOT specifications on the rear of the utility body.

Seven prong trailer socket. (Plug will be wired to industry standard unless otherwise requested by customer)

One (1) Back up alarm ranges from 82-102 decibels, adjusts automatically.

Spray in bedliner floor and walls of service body.

Legacy 48" bar light. Yellow/white strobes mounted on the cab roof wired to a controller in the cab.

One (1) Permanent mount black LED GoLight mounted on roof of cab and having a hand held wireless remote controller.

TAC8 traffic advisor 48" bar light mounted below rear tailshelf wired to cab controller.

One (1) 3000 WATT pure sine wave inverter model 12/3000N mounted in the front body compartment with auxiliary outlet mounted at the rear of the truck and a second outlet mounted behind the passenger seat in the cab.

Total for One Unit

FOB: Bloomington, IL

State and municipal sales taxes are to be added if applicable.

FET shall be added if applicable.

**ONE NEW 19,500lb GVWR PICKUP STYLE CAB AERIAL TRUCK FOR THE PARKS,
RECREATION AND CULTURAL ARTS DEPARTMENT**

THE FOLLOWING SPECIFICATION IS FOR ONE NEW 19,500lb GVWR PICKUP STYLE CAB
AERIAL TRUCK FOR THE PARKS, RECREATION AND CULTURAL ARTS DEPARTMENT.

**Important Information Regarding the this Bid Package
All bidders please read carefully.**

All of the **following 11 items are required** for the above listed vehicle, **EXCEPTIONS** will not be granted on these items. Variations will only be granted if the item is covered in the individual bid specifications.

The City of Bloomington does reserve the right to reject any bid for any reason. The City of Bloomington does reserve the right to reject any bid, and purchase like equipment from the State of Illinois Joint Purchasing Program if comparable equipment and competitive pricing is available.

1. All components provided in this specification shall be factory new, current model year and current design unless otherwise stated in the individual specification.
2. The following bid specifications are **minimum requirements** unless noted otherwise next to the item.
3. Any variations from the following minimum specifications shall be noted in the space provided directly to the right of the item. Bidders will be required to write "**Comply**" or "**Does Not Comply**" in the space provided directly to the right of the item.
4. In the event that your bid does not comply you are required to explain your variations in the space provided to the right of the item or provide an additional sheet of paper to explain your variation. Bids containing variations will be considered.
5. Bidders that do not follow these instructions will automatically be disqualified from this bid.
(**This portion of these instructions will strictly be adhered to.**)
6. Delivery will be unless noted differently in the package:
F.O.B.
City of Bloomington
Vehicle Maintenance Facility
336 S. Main St.
Bloomington, IL. 61701

7. The awarded bidder shall contact Rob Krones at The City of Bloomington, (24) hours prior to the delivery of the vehicle at 309-434-2340. Delivery will only be accepted between the hours of 8:00 AM to 2:00 PM Monday through Friday.

8. All documents associated with the payment and registration of the new vehicles shall be delivered to Rob Krones at The City of Bloomington, prior to the time of delivery. The City of Bloomington prepares and submits all title and license applications to the State of Illinois.

9. Any trade-in units shall remain in service until the new vehicles have been inspected, approved for payment and ready to go into service for the City unless other arrangements are made with the Superintendent of Equipment Maintenance prior to the delivery of the unit(s).

10. Manuals:

Dealer shall furnish one complete set of manuals on the equipment and all the options; this shall include but shall not be limited to the following:

- a. Complete factory shop manuals for Chassis and Body (Lift, Air Conditioning, and other major components.
- b. The successful bidder must provide Two (2) printed sets of operating instructions, recommended maintenance schedules, and descriptive literature for the City, if applicable.
- c. All factory shop manuals shall be provided in electronic media (CD-ROM) or paper book form and shall be supplied to the Fleet Maintenance Division of Public Works Department.
- d. All of the above shall be delivered at the time of delivery of the equipment.

11. Color and Trim:

Exterior – Factory standard. All vehicles and equipment shall be supplied in the above colors unless indicated differently in the individual specifications to follow.

ONE (1) 40 FOOT AERIAL LIFT WITH SERVICE BODY AND INSTALLATION ON TO BIDDER SUPPLIED FORD F550 OR EQUIVALENT CHASSIS AND ACCESSORIES

Bidder to install one (1) 40 Foot Aerial Lift with Service Body and all bid items on bidder supplied (1) Ford F550 with 84-inch cab to axle 165-inch wheel base and dual rear chassis.

- 1. Minimum Lift Specifications** (based on 40-inch frame height): Versalift SST-40-EIH aerial platform or equal insulated telescopic/articulating aerial device with a minimum platform height of 40 feet (12.2m). Working height shall be no less than 45 feet (13.7m). Horizontal reach to be a minimum of 27.75 feet (8.5m), travel height not to exceed 10.33 feet (3.15m). Based on 40-inch frame height. Minimum platform capacity of 350 pounds (160 kg). The unit must be manufactured in a ISO 9001 certified facility.

1.0 Control System

- 1.1 The Unitrol single-stick upper control consists of a multi-jointed handle which operates the control valve. A safety trigger located on the underside of the single stick handle will not allow boom movement until it is depressed. An emergency stop control is to be provided.
- 1.2 Individual full-pressure controls are to be at the turret actuate all boom functions. The lower control station is to be equipped with a selector valve to override the upper controls.
- 1.3 The hydraulic control valves are to be full pressure and full flow.
- 1.4 The start/stop system has to be designed so that the lift cannot be operated normally unless the Versalift power switch is activated and the truck ignition is in the "on" position. This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. Start/stop controls shall be located at the upper and lower control stations.
- 1.5 Emergency power system consisting of a hydraulic pump driven by a DC motor, powered by the truck engine battery. The system is to be connected in parallel with the main pump and is designed for non-continuous operation. This system can be operated from the upper or lower controls.
- 1.6 Engine throttle control automatically increases to 1200 RPMs when PTO drive is engaged.

2.0 Outer/Inner Boom Assembly

- 2.1 The outer/inner boom assembly includes outer boom, telescopic inner boom, and extension system and hose assemblies. The hoses routed through the outer/inner boom assembly are to be non-conductive and fully contained within the boom assembly.
- 2.2 The outer boom consists of a 6-inch x 8 inch (150 mm x 200 mm) steel section and a 7.5 inch x 9.5 inch (190 mm x 240 mm) fiberglass section (Electrogard).
- 2.3 The unit must maintain 42-inch (1.08 m) insulation gap with the inner boom fully retracted.

- 2.4 The extension system will consist of a hydraulic cylinder, two holding valves, and a hose carrier housed entirely within the boom assembly. The inner boom does not have to be removed to service the extension cylinder or slide pads.
- 2.5 Minimum inner boom extension of 116 inches (2.95 m).
- 2.6 Hydraulic extension cylinder with wear rings on the piston and end gland and a holding valve mounted to the cylinder base. The hose carrier system is to be a multi-link assembly with adequate space to carry hoses to the upper control station.
- 2.7 Ultra-high molecular weight plastic slide pads mounted on the inner boom can be changed without removing the inner boom. The outer boom side and top slide pads are to be infinitely adjustable and the lower pad can be replaced without removing the inner boom.
- 2.8 The telescoping outer/inner boom assembly articulates from 14 degrees below horizontal to 74 degrees above horizontal. A double acting cylinder, equipped with counter balance holding valves, provides boom elevation.
- 2.9 A boom support cradle and a ratchet-type boom tie down strap are included.

3.0 Lower Boom Assembly

- 3.1 The lower boom will consist of a 6 inch (150 mm) square steel section. A double acting cylinder with dual holding valves allows the lower boom to articulate from 5 degrees below horizontal to vertical for a total travel of 95 degrees.
- 3.2 A compensation link forms a parallelogram linkage to maintain the outer/inner boom assembly at a constant angle to the turret.
- 3.3 Chassis insulation system/lower boom fiberglass insert provides an insulation gap of 12 inches (305 mm). A fiberglass section in the compensation link maintains the 12-inch insulation gap in all boom positions.
- 3.4 The insert is mounted on the steel boom sections, then adhesive is pumped in under pressure to fill all voids. After curing, 16 bolts are added to assure maximum strength.
- 3.5 A stainless-steel stud will be provided at each end of the insert to shunt the system during electrical testing. The insert is tested per ANSI A92.2.

4.0 Turret/Rotation

- 4.1 The turret wings are to be ½ inch (13 mm) thick steel plate. A steel tube is to be welded between the turret wings to support the boom cylinder and provide rigidity.
- 4.2 The turret plate is machined flat to support the rotation bearing. A bearing cover is provided to prevent foreign material from interfering with lift rotation.
- 4.3 Rotation is 370 degrees non-continuous.
- 4.4 The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal are SAE grade 8. These critical bolts are Torque Seal marked to provide a quick means to inspect for loosening.

5.0 Pedestal

- 5.1 The pedestal is to be a round shape with an access opening on both sides.

- 5.2 The top plate of the pedestal is 1-1/4 inches (32 mm) thick and machined flat to support the rotation bearing.
- 5.3 Dual sight gages are furnished on the pedestal for checking fluid level.
- 5.4 A 100-mesh suction strainer, 10 micron return filter and shut off valves are located inside the pedestal.

6.0 Platforms and Options

- 6.1 24-inch x 30 inch x 42 inches (.61 m x .61 m x 1.07 m) closed fiberglass platform with one step.
- 6.2 Platform must be mounted with hydraulically leveled platform. The leveling system includes a master/slave cylinder arrangement that can be actuated from the upper controls for cleanout or rescue. Hydraulic leveling control at the lower control (turret) to aid in cleanout or rescue.
- 6.3 Body harness and lanyard. The anchor for the lanyard is attached to the inner boom.
- 6.4 Each platform liner is tested and rated for 50 kV AC.
- 6.5 Tool tray 19 inches x 8 inches x 8 inches.
- 6.6 Tool tray 15 inches x 7 inches x 17 inches.

7.0 Boom and Platform Storage

- 7.1 Boom and platform to be stowed on driver's side of truck with bucket resting directly behind rear storage compartment of body.

8.0 Hydraulic System

- 8.1 The open-center hydraulic system is to operate at 5 gpm (18.9 lpm) at 2250 psi (158 bars). The pump draws oil through a 100-mesh suction screen. A 10-micron return line filter with bypass valve will be included. Fluid level gages are to be furnished for checking fluid level.
- 8.2 Hydraulic power provided by transmission mounted Hot Shift PTO/pump configuration controlled by a switch in the cab.

9.0 General

- 9.1 Non-lube bearings are to be used at most points of motion. Only the rotation gearbox and rotation bearing require periodic lubrication.
- 9.2 The complete unit is to be primed and painted with standard white urethane prior to assembly
- 9.3 The high-pressure hoses routed through the booms are non-conductive hoses with swaged hose end fittings. Reusable hose fittings can be installed if a hose is damaged.
- 9.4 Two (2) operators' manuals and two (2) service manuals are to be provided.
- 9.5 All cylinders are equipped with type AQ seals, nylon backup rings, non-metallic bearings on pistons and end glands, rod wiper rings, threaded and welded rod ends, and chrome plated rods.
- 9.6 The extension cylinder has wear rings on the piston and end gland for extended seal life. Dual holding valves are mounted at the extension cylinder base to prevent boom creep

during travel or uncontrolled movement in case of hydraulic hose failure. The extension cylinder can be removed without removing the inner boom. A hydraulic regeneration feature on the extension cylinder provides extension and retraction at approximately the same speed. The boom elevations cylinder has a single holding valve.

- 9.7 Pins are high strength alloy steel and chrome plated for a hard finish and corrosion resistance. Cylinder pins will be held in place with Torque Seal marked bolts at one end and a pin cap bolted to the other end.
- 9.8 Mounted to the outer boom, which allows lifting loads up to 500 pounds (227 kg) with the platform empty and the inner boom retracted.

10.0 Stabilization

- 10.1 Stabilization by front underframe and rear underframe torsion bar. Stable ride torsion bars will include rubber bushings at pivot points and does not require lubrication.

Minimum Body Specifications:

94"W x 40"H x 132"L minimum Model 6132D54, 14 ga 2-sided A-40 galvanized steel body shell, double shell 20 gauge 2-sided A-40 galvanized steel hat section reinforced doors, 20 inch deep side compartments, return flange tread plate floor design, continuous stainless steel hinge, adjustable ring strikers on all doors, 250 pound capacity adjustable divider shelves, double spring over center door retainers, stainless steel paddle rotary-style latches on all doors, automotive bulb type neoprene door seals, six (6) year limited no rust through warranty on hinges, latches, lock cylinders, and 250 pound capacity shelves.

Additional Equipment:

- 1. Two (2) rear facing Ecco model Super 3965A amber LED strobe lights or equivalent mounted flush on rear of utility body and two front grill mounted Ecco model 3810A amber LED strobe lights or equivalent. There shall be a master switch mounted on the dash with a warning light to control the operation of the lights. The circuit for the lights shall be protected with an automatic reset circuit breaker.
- 2. Rear of utility body shall have white reflective diagonal stripping. Stripping shall conform to applicable ANSI and DOT specifications.
- 3. Rear Bumper and Receiver Hitch shall include a Class V frame mounted receiver hitch with ICC Bumper and 2" reducer sleeve provided and installed tail shelf with 7 pin round under the trailer socket.

Installation drawings of the above equipment shall be approved by the Superintendent of Fleet Maintenance before construction and installation.

Optional Equipment to be Installed:

1. Back-up alarm 87 db
2. Spray in bed liner floor and walls of service body
3. Undercoat bottom of service body
4. One nine (9) drawer cabinet installed in middle compartment on curb side
5. 36-inch steel tail shelf with access walkup on curbside with minimum of three (3) steps
Pull out ladder will not be acceptable. Body lights (stop, tail, turn, back up, and ICC lights shall be LED and recessed mounted in back panel of tail shelf
6. Stainless steel grab handle at curbside rear for tail shelf access
7. Four (4) recessed "D" ring tie downs on the curbside cargo wall mounted 6 inches down from top
8. Aluminum Gripstrut mounted on top of toolboxes, full length both sides with step mounted midway between top of bed and floor of bed at front of unit on curbside
9. Whelen Model: Legacy 48 inch Light bar yellow/white strobes mounted on cab roof and wired to cab mounted controller
10. Whelen Model: TAC8 Traffic Advisor Light bar mounted below rear tail shelf wired to cab mounted controller
11. Golight Stryker ST LED spotlight permanently mounted to cab roof with wireless handheld control
12. Inverter Sensata Dimensions DUI-12/3000N. To be mounted in right front body compartment with auxiliary outlet on rear of truck and outlet mounted in cab behind passenger seat. Inverter power switch wire to be powered only when vehicle ignition is on.

Minimum Chassis Specifications

Ford F550XL or Equivalent Super Duty Chassis

1. Engine
 - 1.1 7.3L V8 gasoline engine
 - 1.2 Minimum 7.3 liter
 - 1.3 Flex-Fuel capable engine NOT FLEX FUEL
2. Alternator and Battery
 - 2.1 240-amp min alternator
 - 2.2 750-amp HD battery maintenance free type
3. Cooling System
 - 3.1 Heavy duty engine cooling package
 - 3.2 Extended life coolant with antifreeze protection to -35 degrees
 - 3.3 Block heater
4. Transmission
 - 4.1 10 speed automatic transmission with selectable drive modes
 - 4.2 Power take off provision
5. Differential
 - 5.1 4.88 axle ration
 - 5.2 Limited slip differential
 - 5.3 Drive line traction control

6. Wheelbase
 - 6.1 166-inch minimum wheel base (Bidder is responsible to verify for lift and body mounting)
 - 6.2 84 cab to axel (Bidder is responsible to verify for lift and body mounting)
7. Tires and Wheels
 - 7.1 Six (6) LT225/70Rx19.5 radial tires
 - 7.2 Traction rear tires all season front
8. Steering
 - 8.1 Full power steering
 - 8.2 Tilt steering wheel with cruise control
9. Brakes
 - 9.1 Heavy duty full power disc brakes with anti-lock (ABS)
10. Suspension
 - 10.1 7,000 pounds front axle
 - 10.2 13,660 pounds rear axle, 4.88 ratio
 - 10.3 19,500 pounds GVRW
 - 10.4 Front and rear stabilizer bars
11. Lights and Safety
 - 11.1 Headlights halogen with daytime running lights
 - 11.2 Driver assist technology package; Lane departure warning, pre-collision assist with automatic emergency braking, advance trac with roll stability control
12. Interior
 - 12.1 Shall be supplied with 12-volt power outlet and factory 110 volt outlet
 - 12.2 Tinted glass
 - 12.3 Interior hood release
 - 12.4 Drivers and passenger front and side air bag/ curtain
 - 12.5 Cruise control
13. Instruments
 - 13.1 Instruments to be factory standard
14. Heater and Air Conditioning
 - 14.1 Manual front forced air heater and air conditioner with a minimum of three blower speeds
15. Windshield Wipers
 - 15.1 Intermittent windshield wipers with washer
16. Electrical Interior
 - 16.1 Backup camera system with monitor located in center stack
 - 16.2 Factory installed user defined upfitter switches
17. Radio
 - 17.1 AM/FM stereo radio with clock, SYNC, voice recognition communication and entertainment
 - 17.2 Smart charging USB-C port, 4.2-inch LCD center stack screen
18. Trailer Brake
 - 18.1 Factory installed electric trailer brake controller

- 19. Running Boards
 - 19.1 Shall have 6-inch angular black mold-in-color running boards
- 20. Color
 - 20.1 Cab color shall be Oxford white
 - 20.2 Interior color shall be steel
- 21. Seating
 - 21.1 Front seat vinyl 40/20/40 split bench with center arm rest, cup holder, and storage with manual
 - 21.2 Manual lumbar adjust on driver's seat
- 22. Doors and Windows
 - 22.1 Shall have power equipment group: heated power mirrors with integrated clearance lamps/turn signals, power windows/door locks, remote keyless entry
- 23. Keys
 - 23.1 Four (4) chassis keys
- 24. Rust and Corrosion Protection
 - 24.1 Cassis and Service body shall be rust proofed and undercoated.
- 25. Miscellaneous
 - 25.1 Safety equipment: 5lb fire extinguisher, first aid kit and reflector triangles shall be included



3112 East State Road 124 ● Bluffton, IN 46714
Phone: 260-824-6340 ● Fax: 260-824-6350
Toll Free: 1-800-252-0043
E-mail: nesco@nescorentals.com
Website: www.nescorentals.com

April 15, 2024

City of Bloomington
109 E Olive St
Bloomington, IL 61701

Ref: Solicitation Number: 2021-35

Dear Purchasing Manager,

Nesco, LLC is pleased to submit a proposal for the Purchase of (1)19,5000 LB GVWR Pickup Style Cab Aerial Truck per your specifications.

Our proposal is inclusive of all freight and does not include sales tax. Applicable tax will be charged at the time of invoicing unless a tax exemption certificate is on file.

The specifications will remain as described in the solicitation documents, with any alterations noted.

We are offering the Duralift DTAX-39 due to the outrigger. If we are to quote the DTAX-42, we would exceed the specifications, but would be forced to take exception to the torsion bar and use the outriggers. However, that would be an option for us, if you prefer that.

Also, We are not a certified minority/female owned business nor does 16.15 Under-Utilized Workforce apply to Nesco LLC.

If you have any questions, please feel free to contact me.

Regards,



Jenna Maller

Director of Account Compliance
Nesco, LLC
Office: (260) 824-7150
Fax: (260) 824-7150
Email: jenna.maller@nescorentals.com

Attach: es

**THIS PAGE IS MANDATORY
BID FORM**

BID #

**ONE NEW 19,5000lb GVWR PICKUP STYLE CAB AERIAL TRUCK FOR
THE PARKS, RECREATION AND CULTURAL ARTS DEPARTMENT**

We, the undersigned, agree to the terms and conditions used by the City of Bloomington, Illinois, at the below bid price, and to supply all services as required in the requirements and Instructions to Bidders. We further agree to deliver the equipment or services as outlined with in this document, FOB Bloomington, Illinois, freight prepaid.

The bidder certifies by signature below that it has not been barred from contracting with a unit of State or Local government in the State of Illinois as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.

DESCRIPTION

PRICE

One New 19,500 lb GVWR Pickup Style Cab Aerial Truck

\$ \$120,150.00

Year, Make, and, Model Chassis:
2022 F-550 4x2

Year, Make, and, Model Service Body:
Knapheide 6132D54 Service Body

Year, Make, and Model Aerial Lift
Duralift DTAX-39

Delivery days from receipt of order

345-365 days ARO

The undersigned understands that any condition above, clarification made to the above, or information submitted on or with this form other than requested may render this bid unresponsive.

Nesco LLD
Firm

3112 E State Road 134
Address

260.824.7150
Phone Number

Email Address: jenna.maller@nescorentals.com


Authorized Signature

Bluffton, IN 46714

City State Zip

04.01.2021

Date



2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)



2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

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2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

As Configured Vehicle

Code	Description
Base Vehicle	
F5G	Base Vehicle Price (F5G)
Packages	
660A	Order Code 660A <i>Includes:</i> Engine: 7.3L 2V DEVCT NA PFI V8 Gas Transmission: TorqShift 10 Speed Automatic Includes neutral idle and selectable drive modes: normal tow/haul eco deep sand/snow and slippery Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included HD Vinyl 40/20/40 Split Bench Seat Includes center armrest cupholder storage and driver's side manual lumbar Radio: AM/FM Stereo w/MP3 Player Includes 4 speakers SYNC Communications & Entertainment System Includes enhanced voice recognition 911 Assist 4.2" LCD center stack screen AppLink 1 smart charging USB port and steering wheel audio controls
Powertrain	
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas
44G	Transmission: TorqShift 10-Speed Automatic <i>Includes neutral idle and selectable drive modes: normal tow/haul eco deep sand/snow and slippery</i>
X8L	Limited Slip w/4.88 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package <i>Includes upgraded frame rear axle and low deflection/high capacity springs Increases max RGAWR to 14,706 Note: See Order Guide Supplemental Reference for further details on GVWR</i>
Wheels & Tires	
TGM	Tires: 225/70R19.5G BSW Traction <i>Includes 4 traction tires on the rear and 2 A/P tires on the front</i>
64Z	Wheels: 19.5" x 6" Argent Painted Steel <i>Hub covers/center ornaments not included</i>
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest cupholder storage and driver's side manual lumbar</i>

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

As Configured Vehicle (cont'd)

Code	Description
Other Options	
PAINT	Monotone Paint Application
169WB	169" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 4 speakers</i> <i>Includes:</i> SYNC Communications & Entertainment System Includes enhanced voice recognition 911 Assist 4 2" LCD center stack screen AppLink 1 smart charging USB port and steering wheel audio controls
90L	Power Equipment Group <i>Deletes passenger side lock cylinder Includes upgraded door trim panel</i> <i>Includes:</i> Accessory Delay Advanced Security Pack Includes SecuriLock Passive Anti Theft System (PATS) and inclination/intrusion sensors Folding Trailer Tow Mirrors w/Power Heated Glass Includes manual telescoping heated convex spotter mirror and integrated clearance lamps/turn signals MyKey Includes owner controls feature Power Front Side Windows Includes 1 touch up/down driver/passenger window Power Locks Remote Keyless Entry
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR <i>Includes upgraded front axle and max 7 500 lbs Front springs/GAWR rating for configuration selected Incomplete vehicle package requires further manufacture and certification by a final stage manufacturer</i>
86S	Low Deflection Package <i>Includes 2 inch spacer blocks Recommended for rear biased loading such as wrecker/retriever applications</i>
41H	Engine Block Heater
62R	Transmission Power Take-Off Provision <i>Includes transmission mounted live drive and stationary mode PTO</i>
86M	Dual 78 AH Battery
67B	397 Amp Alternator
63A	Utility Lighting System <i>Includes LED side mirror spotlights</i>
52B	Trailer Brake Controller <i>Includes smart trailer tow connector Verified to be compatible with electronic actuated drum brakes only</i>
18B	Platform Running Boards

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

As Configured Vehicle (cont'd)

Code	Description
60C	Audible Lane Departure Warning
94P	Pre-Collision Assist <i>Includes Automatic Emergency Braking (AEB) automatic high beam and forward collision warning</i>
872	Rear View Camera & Prep Kit <i>Pre installed content includes cab wiring and frame wiring to the rear most cross member Upfitters kit includes camera with mounting bracket 20' jumper wire and camera mounting/aiming instructions</i>
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.
43C	110V/400W Outlet <i>Includes 1 in dash mounted outlet</i>
76C	Exterior Backup Alarm (Pre-Installed)

Fleet Options

525_	Steering Wheel-Mounted Cruise Control
942	Daytime Running Lamps (DRL) (LPO) Requires valid FIN code. <i>The non controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) on/off cluster controllable</i>
63G	Bright Grille (LPO) Requires valid FIN code.
17F	XL Decor Group (LPO) Requires valid FIN code. <i>Includes: Chrome Front Bumper</i>
96V_	XL Value Package (Fleet) <i>Includes: XL Decor Group (LPO) Chrome Front Bumper Steering Wheel Mounted Cruise Control</i>

Emissions

425	50-State Emissions System
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Interior Color

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

As Configured Vehicle (cont'd)

Code	Description
AS_01	Medium Earth Gray
Exterior Color	
Z1_01	Oxford White

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Selected Equip & Specs

Dimensions

• Exterior length: 254.8" • Cab to axle: 84.0" • Exterior width: 80.0" • Exterior height: 81.7" • Wheelbase: 169.0" • Front track: 74.8" • Rear track: 74.0" • Turning radius: 24.2' • Rear tire outside width: 93.9" • Min ground clearance: 8.3" • Front legroom: 43.9" • Front headroom: 40.8" • Front hiproom: 62.5" • Front shoulder room: 66.7" • Passenger volume: 64.6cu.ft. • Cargo volume: 11.6cu.ft. • Maximum cargo volume: 11.6cu.ft.

Powertrain

• 350hp 7.3L OHV 16 valve V-8 engine with DEVCT variable valve control, SMPI • Recommended fuel : regular unleaded • federal • TorqShift 10 speed automatic transmission with overdrive • Rear-wheel drive • **Limited slip differential** • Fuel Economy Cty: N/A • Fuel Economy Highway: N/A • **Transmission PTO provision**

Suspension/Handling

• Front Mono-beam non-independent suspension with anti-roll bar, HD shocks • **Rear DANA 130 rigid axle leaf spring suspension with anti-roll bar, HD shocks** • Firm ride Suspension • Hydraulic power-assist re-circulating ball Steering • Front and rear 19.5 x 6 argent steel wheels • **Front LT225/70SR19.5 GBSW AS rear LT225/70SR19.5 G BSW AT** • Dual rear wheels

Body Exterior

• 2 doors • **Driver and passenger power remote heated, manual folding door mirrors with turn signal indicator** • **Turn signal indicator in mirrors** • Black door mirrors • **Chrome bumpers** • **Side steps** • Trailer harness • Clearcoat paint • Front and rear 19.5 x 6 wheels • 2 front tow hook(s)

Convenience

• Manual air conditioning with air filter • **Cruise control with steering wheel controls** • **Power front windows** • **Driver and passenger 1-touch up** • **Driver and passenger 1-touch down** • **Remote power door locks with 2 stage unlock and illuminated entry** • Manual tilt steering wheel • Manual telescopic steering wheel • Day-night rearview mirror • FordPass Connect 4G internet access • 911 Assist emergency SOS • Wireless phone connectivity • AppLink smart device integration • 2 1st row LCD monitors • Front cupholders • Passenger visor mirror • **Driver and passenger door bins** • Upfitter switches

Seats and Trim

• Seating capacity of 3 • Front 40-20-40 split-bench seat • 4-way driver seat adjustment • Manual driver lumbar support • 4-way passenger seat adjustment • Centre front armrest with storage

Entertainment Features

• AM/FM stereo radio • SYNC external memory control • Steering wheel mounted radio controls • 4 speakers • Streaming audio • Fixed antenna

Lighting, Visibility and Instrumentation

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Selected Equip & Specs (cont'd)

• Halogen aero-composite headlights • Delay-off headlights • Fully automatic headlights • Variable intermittent front windshield wipers • Light tinted windows • Front reading lights • Tachometer • Oil pressure gauge • Compass • Outside temperature display • **Camera(s) - rear** • Trip computer • Trip odometer • **Lane departure**

Safety and Security

• 4-wheel ABS brakes • Brake assist • 4-wheel disc brakes • Driveline traction control • Dual front impact airbag supplemental restraint system with passenger cancel • Dual seat mounted side impact airbag supplemental restraint system • Safety Canopy System curtain 1st row overhead airbag supplemental restraint system • **Remote activated perimeter/approach lighting** • **Power remote door locks with 2 stage unlock and panic alarm** • **Security system with SecuriLock immobilizer** • **MyKey restricted driving mode** • Manually adjustable front head restraints • **Ford Co-Pilot360 - Pre-Collision Assist with Pedestrian Detection Feature**

Dimensions

General Weights

* Curb	6,845 lbs.	* GVWR	19,500 lbs.
* Payload	12,750 lbs.		

Front Weights

* Front GAWR	7,500 lbs.	* Front curb weight	3,853 lbs.
* Front axle capacity	7,500 lbs.	* Front spring rating	7,500 lbs.
Front tire/wheel capacity	7,500 lbs.		

Rear Weights

* Rear GAWR	14,706 lbs.	* Rear curb weight	2,992 lbs.
* Rear axle capacity	14,706 lbs.	* Rear spring rating	15,000 lbs.
Rear tire/wheel capacity	15,000 lbs.		

Trailer Type

Harness	Yes	* Brake controller	Yes
Trailer sway control	Yes		

General Trailering

5th-wheel towing capacity	20200 lbs.	Gooseneck towing capacity	20200 lbs.
Towing capacity	18340 lbs.	GCWR	28000 lbs.

Fuel Tank type

Capacity	40 gal.
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Off Road

Min ground clearance	8 "
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Interior cargo

Cargo volume	11.6 cu.ft.	Maximum cargo volume	11.6 cu.ft.
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2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Selected Equip & Specs (cont'd)

Rear Frame

Height loaded 29 " Height unloaded 34 "

Powertrain

Engine Type

Block material	Iron	Cylinders	V-8
Head material	Aluminum	Ignition	Spark
Injection	Sequential MPI	Liters	7.3L
Orientation	Longitudinal	Recommended fuel	Regular unleaded
Valves per cylinder	2	Valvetrain	OHV
Variable valve control	DEVCT		

Engine Spec

Bore	4.21"	Compression ratio	10.5:1
Displacement	445 cu.in.	Stroke	3.98"

Engine Power

SAEJ1349 AUG2004 compliant	Yes	Output	350 HP @ 3,900 RPM
Torque	468 ft.-lb @ 3,900 RPM		

Alternator

* Type	Dual	* Amps	397
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Battery

Amp hours	78	Cold cranking amps	750
Run down protection	Yes	* Type	Dual

Engine Extras

* Block heater Yes

Transmission

Electronic control	Yes	Lock-up	Yes
Overdrive	Yes	Speed	10
Type	Automatic		

Transmission Gear Ratios

1st	4.696	2nd	2.985
3rd	2.146	4th	1.769
5th	1.52	6th	1.275
7th	1	8th	0.854
9th	0.689	10th	0.616
Reverse Gear ratios	4.866		

Transmission Extras

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Selected Equip & Specs (cont'd)

Driver selectable mode Yes
Oil cooler Regular duty

Sequential shift control SelectShift
* PTO provision Yes

Drive Type

Type Rear-wheel

Drive Feature

* Limited slip differential Mechanical
* Power take-off provision Yes

Traction control Driveline

Drive Axle

Ratio 4.88

Exhaust

Material Stainless steel

System type Single

Emissions

CARB Federal

Fuel Economy

Fuel type Gasoline

Driveability

Brakes

ABS 4-wheel
Type 4-wheel disc

ABS channels 3
Vented discs Front and rear

Brake Assistance

Brake assist Yes

Suspension Control

Ride Firm

Front Suspension

Independence Mono-beam non-independent

Anti-roll bar Regular

Front Spring

Type Coil

* Grade HD

Front Shocks

Type HD

Rear Suspension

* Independence DANA 130 rigid axle
Anti-roll bar Regular

Type Leaf

Rear Spring

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Selected Equip & Specs (cont'd)

Type Leaf Grade HD

Rear Shocks

Type HD

Steering

Activation Hydraulic power-assist Type Re-circulating ball

Steering Specs

of wheels 2

Exterior

Front Wheels

Diameter 19.5" Width 6.00"

Rear Wheels

Diameter 19.5" Width 6.00"

Dual Yes

Front and Rear Wheels

Appearance Argent Material Steel

Front Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
Tread AS Type LT
Width 225mm LT load rating G
RPM 647

Rear Tires

Aspect 70 Diameter 19.5"
Sidewalls BSW Speed S
* Tread AT Type LT
Width 225mm LT load rating G
* RPM 645

Wheels

Front track 74.8" Rear track 74.0"
Turning radius 24.2' Wheelbase 169.0"
Rear tire outside width 93.9"

Body Features

* Front license plate bracket Yes Front splash guards Yes
Body material Aluminum Side impact beams Yes
* Side steps Yes Front tow hook(s) 2

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Selected Equip & Specs (cont'd)

Body Doors

Door count 2

Exterior Dimensions

Length 254.8"
 Body height 81.7"
 Axle to end of frame 47.2"
 Frame yield strength (psi) 50000.0
 Front bumper to Front axle 38.3"
 Front bumper to back of cab 123.7"

Body width 80.0"
 Cab to axle 84.0"
 Frame section modulus 12.7cu.in.
 Frame rail width 34.2"
 Cab to end of frame 131.2"

Safety

Airbags

Driver front-impact Yes
 Overhead... Safety Canopy System curtain 1st row
 Passenger side-impact Seat mounted

Driver side-impact Seat mounted
 Passenger front-impact Cancellable

Seatbelt

Height adjustable Front

Security

* Immobilizer SecuriLock
 * Restricted driving mode MyKey

* Panic alarm Yes

Seating

Passenger Capacity

Capacity 3

Front Seats

Split 40-20-40

Type Split-bench

Driver Seat

Fore/aft Manual
 Way direction control 4

Reclining Manual
 Lumbar support Manual

Passenger seat

Fore/aft Manual
 Way direction control 4

Reclining Manual

Front Head Restraint

Control Manual

Type Adjustable

Front Armrest

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Selected Equip & Specs (cont'd)

Centre Yes

Storage Yes

Front Seat Trim

Material Vinyl

Back material Vinyl

Convenience

AC And Heat Type

Air conditioning Manual

Air filter Yes

Audio System

Radio AM/FM stereo

Radio grade Regular

Seek-scan Yes

External memory control SYNC

Audio Speakers

Speaker type Regular

Speakers 4

Audio Controls

Steering wheel controls Yes

Voice activation Yes

Streaming audio Bluetooth yes

Audio Antenna

Type Fixed

LCD Monitors

1st row 2

Primary monitor size (inches) 4.2

Cruise Control

* Cruise control With steering wheel controls

Convenience Features

* Retained accessory power Yes

12V DC power outlet 3

Emergency SOS 911 Assist

Wireless phone connectivity Bluetooth

* AC power outlet 1

* Back-up alarm Yes

Smart device integration App link

Upfitter switches Yes

Door Lock Activation

* Type Power with 2 stage unlock

* Remote Keyfob (all doors)

* Integrated key/remote Yes

Door Locks Extra FOB Controls

Remote engine start Smart device only

Instrumentation Type

Display Analog

Instrumentation Gauges

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Selected Equip & Specs (cont'd)

Tachometer Yes
 Engine temperature Yes
 Engine hour meter Yes

Oil pressure Yes
 Transmission fluid temp Yes

Instrumentation Warnings

Oil pressure Yes
 Battery Yes
 Key Yes
 Door ajar Yes
 Brake fluid Yes

Engine temperature Yes
 Lights on Yes
 Low fuel Yes
 Service interval Yes

Instrumentation Displays

Clock In-radio display
 Exterior temp Yes
 * Camera(s) - rear Yes

Compass Yes
 Systems monitor Yes

Instrumentation Feature

Trip computer Yes
 * Lane departure Warning

Trip odometer Yes
 * Forward collision Mitigation

Steering Wheel Type

Material Urethane
 Telescoping Manual

Tilting Manual

Front Side Windows

* Window 1st row activation Power

Window Features

* 1-touch down Driver and passenger
 Tinted Light

* 1-touch up Driver and passenger

Front Windshield

Wiper Variable intermittent

Rear Windshield

Window Fixed

Interior

Passenger Visor

Mirror Yes

Rear View Mirror

Day-night Yes

Headliner

Coverage Full

Material Cloth

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Selected Equip & Specs (cont'd)

Floor Trim

Coverage Full Covering Vinyl/rubber

Trim Feature

Gear shifter material Urethane Interior accents Chrome

Lighting

Dome light type Fade Front reading Yes

* Illuminated entry Yes Variable IP lighting Yes

Storage

* Driver door bin Yes Front Beverage holder(s) Yes

Glove box Locking * Passenger door bin Yes

Illuminated Yes Instrument panel Covered bin

Dashboard Yes

Legroom

Front 43.9"

Headroom

Front 40.8"

Hip Room

Front 62.5"

Shoulder Room

Front 66.7"

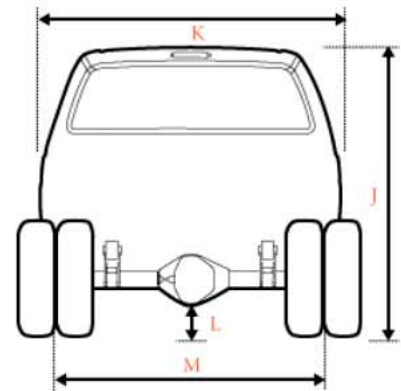
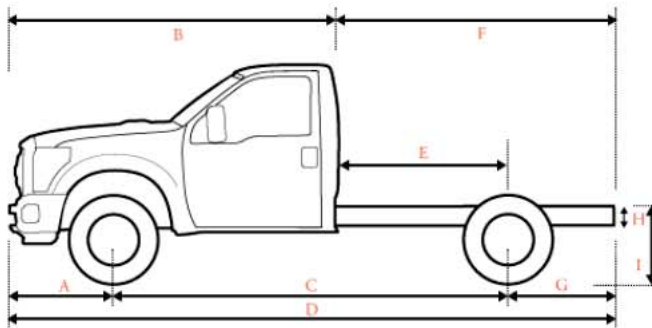
Interior Volume

Passenger volume 64.6 cu.ft.

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.

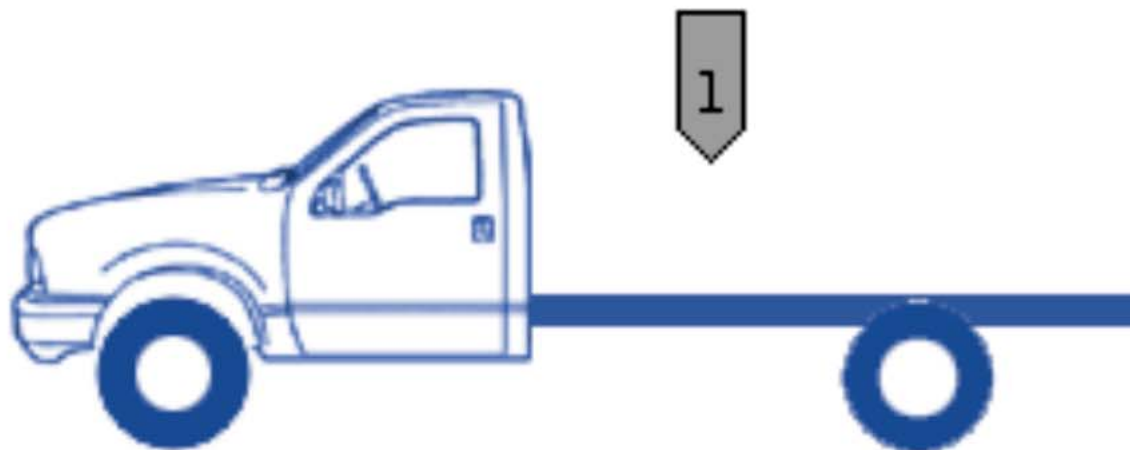


Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	169.00 in.
D	Overall Length (OAL)	254.80 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	131.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.40 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	81.70 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.30 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	3,853 lbs	2,992 lbs	6,845 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	3,347 lbs	8,858 lbs	12,205 lbs
TOTAL	7,500 lbs	12,000 lbs	19,500 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,500 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,500 lbs	15,000 lbs	
Axle	7,500 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear.....	4.70.....	15.00 %.....	33.15 %
Start grade capability in reverse.....	4.87.....	15.00 %.....	34.35 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear.....	0.85.....	3.00 %.....	6.03 %
Maximum grade in 9th gear.....	0.69.....	3.00 %.....	4.86 %
Maximum grade in 10th gear.....	0.62.....	3.00 %.....	4.35 %
Speed		Desired	Calculated
Top Speed (level grade).....		75 mph.....	121 mph
<i>To meet your requirement you need a maximum axle ratio of 9.42</i>			
Top Speed on 3.0% grade.....		55 mph	
<i>To meet your requirement you need a maximum of 122 hp</i>			
Cruise Speed.....		60 mph.....	80 mph
Engine RPM at desired cruise speed.....			1,939 rpm

Variables in Use

Rear axle ratio:.....	4.88/4.88	Peak Torque RPM:.....	3,900 rpm
Tire size:.....	225/70R19.5 (645 rev/mile)	Frontal Area:.....	40.39 Sq.Ft.
Gross Vehicle Weight (GVW):.....	19,500 lbs	Cruising RPM.....	2,600 rpm
Clutch engagement torque:.....	234 ft.lbs.	Worst road surface.....	Typical Highway
Torque conversion ratio:.....	2.00	Final Drive Ratio:.....	0.62
Peak engine torque:.....	468 ft.lbs.	Drag Coefficient.....	0.80
Engine Power:.....	350 hp @ 3,900 rpm		

2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

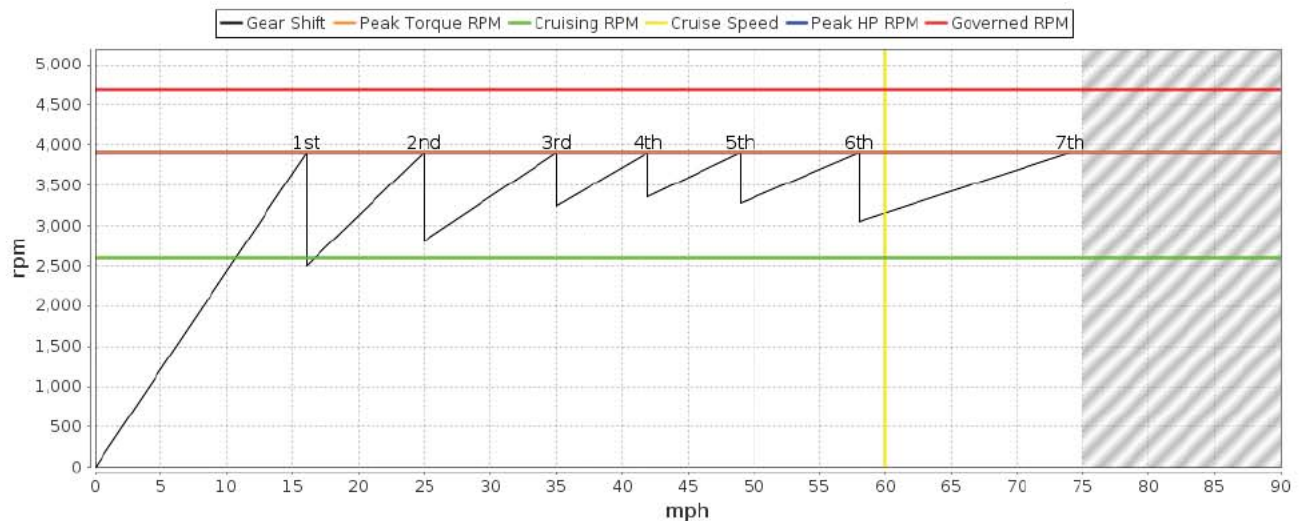
Vehicle Dimension and Performance Summary (cont'd)

Shift Chart

Shift Chart displays mathematical geared speed

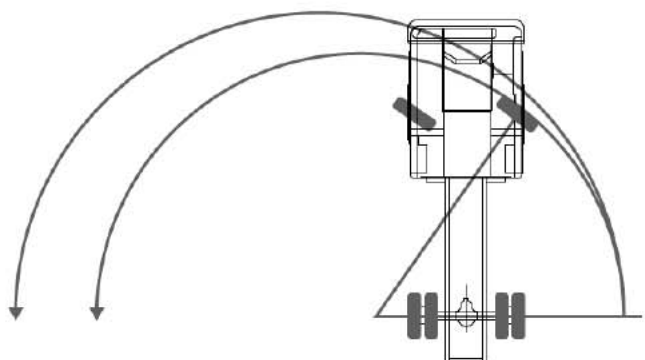
Diesel engines use Governed RPM for shift points

Gas engines use Peak Torque RPM for shift points



Turning Radius

Turning Radius..... 24.25 ft



2022 F-550 Chassis 4x2 SD Regular Cab 169" WB DRW XL (F5G)

Warranty

Standard Warranty

Basic

Distance 36,000 miles Months 36 months

Powertrain

Distance 60,000 miles Months 60 months

Corrosion Perforation

Distance Unlimited miles Months 60 months

Roadside Assistance

Distance 60,000 miles Months 60 months



Knapheide 6132D54 Service Body

Base Quote Information:

Qty	Ins	Item Description	Notes/Specifications
1	N	6132D54 Service Body	
		OVERALL LENGTH: ----- 133-1/4"	1V = 34-1/4" in length x 40" high
		OVERALL WIDTH: ----- 94"	2V = 21" in length x 40" HIGH
		FLOOR WIDTH: ----- 54"	H = 52-3/4" in length x 18-1/2" high
		SIDE COMPARTMENT HEIGHT: ---- 40"	3V = 25-1/4" in length x 40" high
		SIDE COMPARTMENT DEPTH: ---- 20"	STANDARD SHELVING: Includes (2) adjustable
		FLOOR HEIGHT: ----- 24"	divider shelves each front and 2nd vertical
		STREETSIDE COMPARTMENTATION:	compartment, (1) bolt-in divider shelf
		1V = 34-1/4" in length x 40" high	curbside horizontal compartment, (1)
		2V = 21" in length x 40" high	adjustable divider shelf each rear vertical
		H = 52-3/4" in length x 18-1/2" high	compartment, and (28) shelf dividers.
		3V = 25-1/4" in length x 40" high	WARRANTY: Standard Knapheide Limited Warranty
		CURBSIDE COMPARTMENTATION:	
1	N	Ford 60"+CA Install Kit	
1	Y	Solid Rear End Panels	No holes for surface mount lights.
1	Y	TP Overlay on Compt Backs	
4	Y	D-Ring Tie Down Flush	Mounted in curbside cargo wall 6" down from top *NOT RATED*
1	N	Kit,It 4"RND LED pny UB 6	
1	N	80" Wide Body Light Kit	
1	N	Tailshelf 36 x 94 x 5	
1	Y	Tailshelf Light Channels	
1	Y	Access Steps tailshelf	installed on curbside
1	Y	Grab Handle Right-12"	
1	N	Class 5 hitch/ICC bumper	12,000 lbs max capacity tongue weight. Cannot exceed the chassis rating.
1	Y	Install Tailshelf	and hitch at factory
CURBSIDE (Right)			
1	Y	9 Drawer Unit for RH SP	17.5"W X 11.62"D X 11"H overall dimensions 5.25"W X 2.75"H X 11.25"D drawers Factory installed. *Installed in middle of compt*



Base Items Continued

<u>Opt#</u>	<u>Qty</u>	<u>Ins</u>	<u>Item Description</u>
1	1	Y	Grip Strut Compt Top LT
2	1	Y	Grip Strut Compt Top RT
3	1	Y	Aerial Cutout in Floor

Knapheide Six Year Limited Warranty

Product Warranty - Six Years with Unlimited Mileage

The Knapheide Manufacturing Company (hereinafter referred to as "Knapheide") guarantees the Knapheide Service Body, KUV Body, Crane Body, Line Body, Westerner Body, KnapKap, KnapPack and Toolbox sheet metal components will not "rust-through" as defined below. Knapheide branded NXG door latches (black nylon pan and chrome handle), lock cylinders, and standard door hinges are guaranteed not to fail to operate due to a mechanical failure. Compartment shelving is guaranteed not to bend under the rated load of 250 pounds.

Product Warranty - Three Years or 36,000 Miles, Whichever Occurs First

Knapheide guarantees the Service Body, KUV Body, Crane Body, Line Body, Westerner Storage Body, KnapKap, KnapPack, Too box, Platform Body, Gooseneck Platform Body, Landscaper Body, Heavy Drop Side Contractor Body, Dump Body, Box Body and Forestry Body to be free from defects in material and and/or workmanship for a period of three years or 36,000 miles, whichever occurs first.

Knapheide guarantees the Platform Body, Gooseneck Platform Body, Landscaper Body, Heavy Drop Side Contractor Body, Dump Body, Box Body, and Forestry Body will not "rust-through" for a period of three years or 36,000 miles, whichever occurs first.

Knapheide guarantees the Knapheide power locking (E-lock) system and hydraulic hoist (Knaphoist) to be free from defects in material and and/or workmanship for a period of three years or 36,000 miles, whichever occurs first.

Warranty Coverage Duration and Limitation

The warranty period begins on the date of purchase by the end-user, or one year from the date the product is shipped from Knapheide, whichever occurs first. This warranty is valid for product shipped from Knapheide after August 1, 2016 and remains mounted upon the chassis it was originally installed, as solely determined by Knapheide. Knapheide will pay the cost of material and labor to repair or replace the defective product and reserves the sole right to inspect product claimed for warranty and determine the best course of action to remedy the warranty claim.

Exclusions from Warranty

1. Product not installed by an authorized Knapheide distributor or agent.
2. All accessories (additions, add-on attachments, etc.) to the product not manufactured by Knapheide.
3. Stainless steel latches or riveted-on latches, all non-NXG Knapheide branded latches.
4. All product repairs, modifications and alterations performed without written authorization of Knapheide.
5. Products exhibiting damages or fatigue fractures due to accident, misuse, abuse, neglect, overloading, improper installation, severe off-road applications or twisting loads induced by cranes or aerial devices.
6. Products not maintained per operator's manual.
7. Products sold by Knapheide but not manufactured by Knapheide (i.e. cranes, aerial lifts, lift gates, generators, compressors, pumps, hydraulic or pneumatic reservoirs etc.) **Note:** These products are covered exclusively by the product manufacturer's warranty in effect at the time of delivery, if any.
8. Paint, decals, or any finish (collectively "finish") not applied by Knapheide. Finish deterioration caused by chemical reactions including, but not limited to, acid rain, industrial fallout or improper cleaning materials. Provided, however, that as limited above, Knapheide warrants the product finish applied by Knapheide for one year from the beginning of the warranty period.
9. "Rust-through" of products for which the finish was not applied by Knapheide or an authorized agent, or where the product was used to transport corrosive materials. **Note:** "rust-through" is defined as corrosion that has created a hole through the metal.
10. Products purchased or used outside the U.S.A. and Canada.

KNAPHEIDE HEREBY DISCLAIMS AND EXCLUDES ANY OTHER EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitations of Liability

UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL KMC OR ITS AFFILIATE OR SUBSIDIARY COMPANIES, OR THEIR RESPECTIVE DIRECTORS', OFFICERS', SHAREHOLDERS', EMPLOYEES' OR AGENTS' (HEREINAFTER COLLECTIVELY "KNAPHEIDE") TOTAL LIABILITY ARISING IN CONNECTION WITH THE PRODUCT EXCEED THE AMOUNT OF THE PROCEEDS RECEIVED BY KNAPHEIDE PURSUANT TO ANY CONTRACT OF SALE OR PURCHASE ORDER.

UNDER NO CIRCUMSTANCES, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL KNAPHEIDE BE LIABLE FOR LIQUIDATED, SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, EXPENSES, OR COSTS, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, HOWSOEVER CAUSED AND EVEN IF THE POTENTIAL OF SUCH DAMAGES WAS DISCLOSED AND/OR KNOWN.

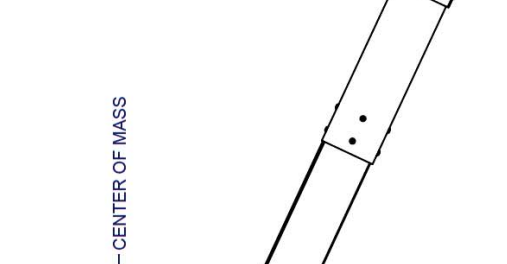
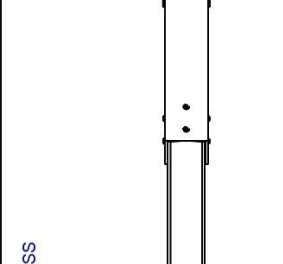
How to Apply for Warranty Coverage

All claims are handled by contacting your nearest Knapheide Distributor or by contacting Knapheide Product Support.

Visit www.knapheide.com for Knapheide Distributor and Product Support contact information.

P/N LAYOUT

P/N LAYOUT

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	TITLE	
	DATE	
	DOR	
	DATE	

BODY MANUFACTURER'S RESPONSIBILITIES

- Ensuring sufficient strength throughout the body
- The material & size of the pink & red members shown
- The details of the Substructure not shown

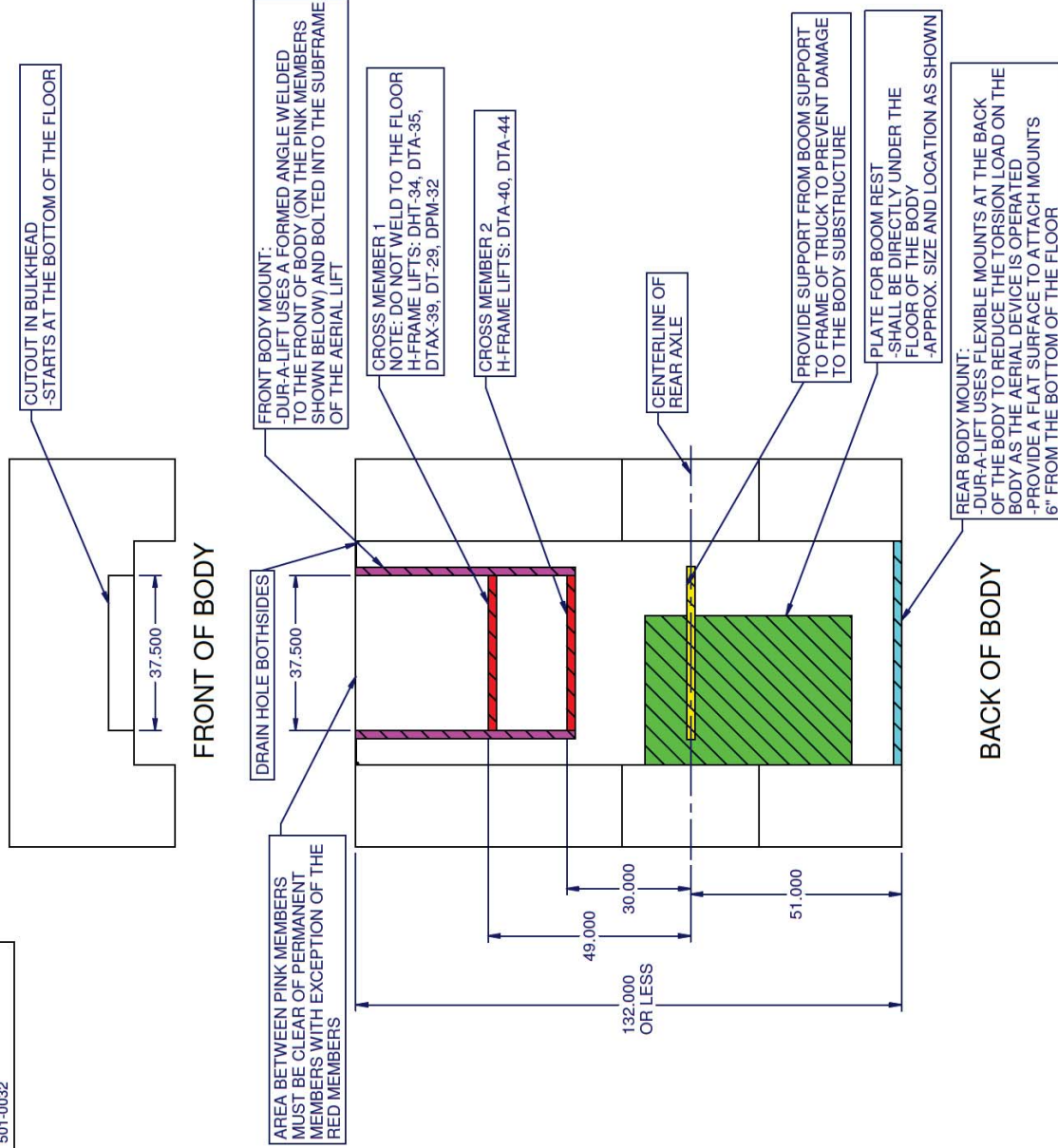
If the body manufacturer does not feel comfortable with the recommended understructure, additional information can be sent for further development

INFORMATION NOT SHOWN

- NO WHEEL WHEELS
- NO AERIAL LIFT CUTOUTS
- NO LIGHT CUTOUTS ON BACK OR FRONT OF BODY
- UNDERSIDE OF FLOOR WILL BE 6" FROM THE FRAME OF THE TRUCK

PROCESS RELATED INFORMATION

- Dur-A-Lift is adamant about receiving CAD files (Parasolid/Iges/Step or Dxf's)
- *The files allow for better communication
- Dur-A-Lift CAD files are available upon request
- *NDA Required



MAT'L	DESCRIPTION	QTY
TITLE OUTLINE OF DUR-A-LIFT'S STANDARD 132" BODY		
DATE 11/20/17	DRN BY JRL	ECO
DO NOT SCALE. WORK TO DIMENSIONS. REPORT ERRORS TO ENGINEERING. 2 PLACES = .001 3 PLACES = .0005		
DRILLED HOLES: +.005/-0.000		
SHEET 1 OF 1		
PART NUMBER		501-0032
DUR-A-Lift®		
GEORGE, IA, 51237		

REV	DRN BY	CHANGE	DATE
B	JRL	ADDED DRAIN HOLES	4/26/18
A	JRL	NOTED DPM-32	2/13/18

DTAX(S)-39/42/44

TELESCOPIC ARTICULATING AERIAL LIFT | INSULATED OR NON-INSULATED

CATEGORIES
C, D, & E
NOW AVAILABLE
TO MEET NEW
ANSI A92.2
STANDARDS

DUR-A-LIFT®



DTAX-39
SHOWN WITH 11' BODY.



DTAX-42
SHOWN WITH 9' BODY.



DTAX-44
SHOWN WITH 11' BODY.

Working heights up to
49 FEET
AND SIDE REACH UP TO 30 FEET

**SUPERIOR
WORKING HEIGHTS
AND SIDE REACH**

**COMPACT DESIGN
AND STOWING**

**180°
BASKET
ROTATION**



Dur-A-Lift, 2002 Kingbird Ave, PO Box 31, George, IA 51237
www.dur-a-lift.com | sales@dur-a-lift.com | 1-877-4DURALIFT

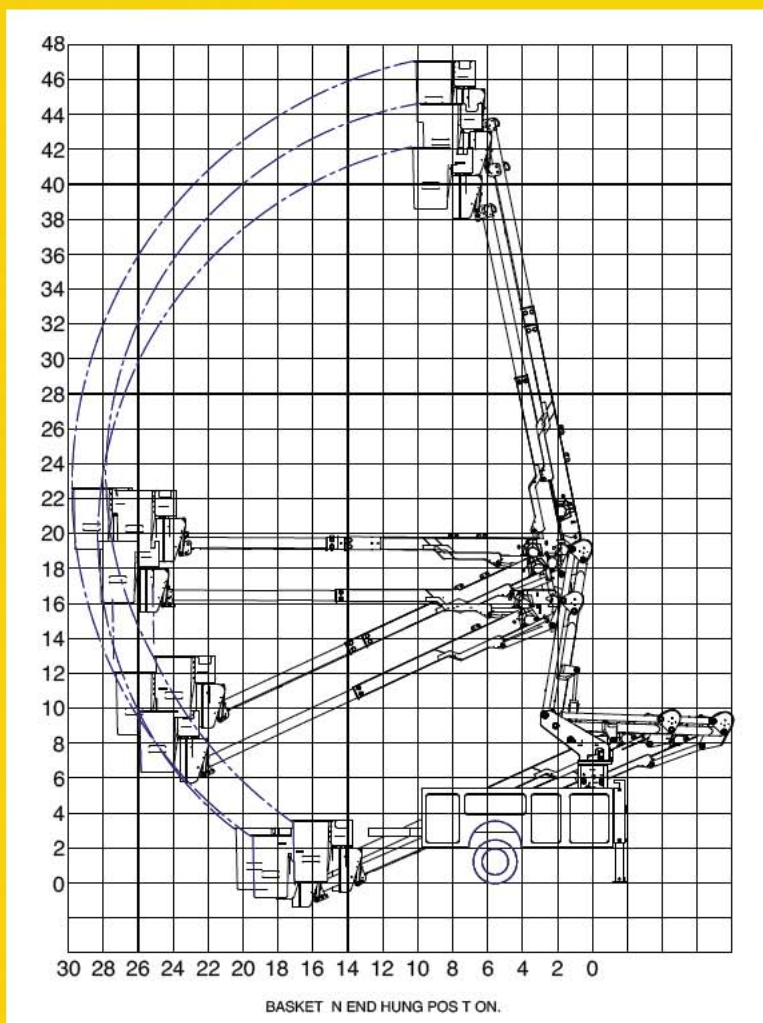
DTAX(S)-39/42/44

SPECIFICATIONS

	DTAX(S)-39	DTAX(S)-42	DTAX(S)-44
Height to bottom of platform	39'	42'	44'
Working height	44'	47'	49'
Side reach	28'	28'	30'
Stowed travel height	10'	10'	10'
Basket capacity	350#	350#	350#
Approximate Weight	2450#	2665#	2800#
Articulating arm travel	-2 to 81	0 to 82	0 to 82
Main boom travel	-25 to 78	-25 to 78	-25 to 78
Extension Travel	110.5"	110.5"	122.5"

Minimum GVWR will change significantly depending on make of chassis and stabilizer option. Dur-A-Lift Inc. reserves the right to improve models and change specifications without notice or obligation. Dur-A-Lift equipment meets or exceeds all applicable ANSI Standards as of the date of manufacture.

REACH DIAGRAM



CONTROLS

- Proportional controls
- Lower controls with override located at the turntable
- **Engine start/stop from the basket**
- Individual control levers



HYDRAULIC SYSTEM

- Rated pressure is 2200 PSI
- Operating pressure is 2000 PSI
- Open center hydraulic system
- **180° rotating basket**

MECHANICAL SYSTEM

- **Telescoping and articulating boom action**
- **Offset main boom reduces travel height**
- Shear ball rotation driven
- Fully enclosed worm gear box
- Non-continuous rotation
- Insulated extension boom 46kv **DTAX**
- 24"x24"x42" basket
- 110v outlet at upper controls **DTAXS**

OPTIONS

- **Single hand joystick upper control**
- Outrigger or torsion bars
- 12v D.C. backup
- Fixed basket position (Side or End)
- Basket offered in various sizes and configurations
- Basket liner 50kv **DTAX**
- Main boom fiberglass insert **DTAX**
- Chassis isolator art boom fiberglass insert **DTAX**
- Continuous rotation
- Tool trays of various sizes
- Basket and control cover
- **Upper and lower hydraulic tool circuits**
- Tail shelf with walkup

This aerial lift is sold and serviced by:



sales@dur-a-lift.com
www.dur-a-lift.com

Dur-A-Lift Inc., P.O. Box 31, George, Iowa 51237
(877) 4-DURALIFT (877) 438-7254 | Fax: (712) 475-2809

DTAX-39/42/44

INSULATED BOOM

ARTICULATED TELESCOPIC AERIAL LIFT

GENERAL DATA:

	DTAX-39	DTAX-42	DTAX-44
Working height	44'	47'	49'
Maximum side reach	28'	28'	30'
Approx. stowed travel height	10'	10'	10'
Extension boom travel	110.5"	110.5"	122.5"
Main boom travel	-25° to +78°	-25° to +78°	-25° to +78°
Articulated boom travel	-2° to +81°	0° to +82°	0° to +82°
Basket capacity	350 lbs.	350 lbs.	350 lbs.
Approximate installed weight	2450 lbs.	2,665 lbs.	2,800 lbs.
Chassis requirement with torsion bar	15,000 GVW	15,000 GVW	19,000 GVW
Chassis cab to axle requirement	60" to 84"	60"	84"

Minimum chassis GVWR listed requires use of outriggers to pass stability test.

STANDARD FEATURES:

1. Fiberglass extension boom.
2. 24" x 24" x 42" fiberglass basket with step.
3. 46 kV Category "C" or "D" insulation.
4. 180° basket rotator.
6. 370° non-continuous rotation is standard. Continuous option available.
7. Proportional, open center hydraulic controls.
8. Lower control levers with upper control override.
9. Four feathering control levers on upper control. Joysticks available.
10. Hydraulically leveled basket with power stow at upper controls.
11. Category "C" includes high electrical resistant covers for boom tip.
12. Category "C" requires high electrical resistant joystick and lockouts
13. Category "D" high electrical resistant joystick and lockouts are optional.
14. 10 Gallon oil tank with sight gauge and gate valve in suction line.
15. Epoxy primer with white finish color.
18. Non-relube, maintenance-free bushings, spherical cylinder rod ends.
19. Safety harness and 4' lanyard.
20. 1-year parts and labor warranty.
21. 5 GPM required pump NOT INCLUDED.

NOTE: For D.C. backup, torsion bar, throttle advance, and other options - see options page.



DTAX-39/42/44

DTAX-39/42/44	
MODEL	CATALOG NUMBER
DTAX-39FP CATEGORY "C"	D80113
DTAX-39FP CATEGORY "D"	D80114
DTAX-42FP CATEGORY "C"	D80115
DTAX-42FP CATEGORY "D"	D80116
DTAX-44FP CATEGORY "C"	D80117
DTAX-44FP CATEGORY "D"	D80118

OPTIONS	
DESCRIPTION	CATALOG NUMBER
INSTALLATION KIT:	
Fish plate mounting kit (DTA-35/39)	D60314
Fish plate mounting kit (DTA-40/44)	D60315
BASKET:	
Basket liner with step (24" x 24" basket)	D60024
Vinyl basket cover with lanyard (24" x 24" basket)	D60116
Scuff pad (24" x 24" basket)	D60025
24" x 30" fiberglass basket in lieu of standard basket	D60264
Basket liner with step (24" x 30" basket)	D60287
Vinyl basket cover with lanyard (24" x 30" basket)	D60288
24" x 30" skuff pad for liner	D5219
Non-rotating basket, basket fixed in end or side hung position	D60296
Tool tray (8" x 19" x 9")	D60030
Tool tray (9" x 14" x 18")	D60029
Tool tray fiberglass (7" x 7" x 16")	D892
HYDRAULIC:	
4-axis single hand control lever (Category "D" only)	D60360
Double Lockout Lever (Category "D" only)	D60277
4-axis high electrical resistant upper controls, single hand (Required on Category "C" lifts. Optional on Category "D" lifts)	D60451
Double lockout high electrical resistant (Req. Category "C")	D60453
Tool circuit at basket, manual control	D60214
Tool circuit at base, manual control	D60215
Power stow control at turntable	D60247
Manual 2-speed electric throttle advance	D60217
ELECTRICAL:	
12 volt D.C. emergency backup 1.4 GPM	D60227
Boom warning light on dash	D60052



DTAX-39/42/44

OPTIONS	
DESCRIPTION	CATALOG NUMBER
STABILIZER:	
Level ride torsion bar - rear axle	D60121
Level ride torsion bar - severe duty rear axle	D60351
Stable ride torsion bar - front axle (consult factory)	D60416
Timbren load boosters, front axle - Class 5	D60292
Timbren load boosters, rear axle - Class 5	D60293
A-frame rear mount outriggers - light duty	D60093
H-frame med duty slimline outriggers with subframe (39/42)	D60232
H-frame HD slimline outriggers with subframe (44)	D60302
Single outrigger interlocks (for one set of outriggers)	D60332
Dual outrigger interlocks (for two sets of outriggers)	D60333
Dodge/Ram 4 pc. subframe shim kit	D60429
MISCELLANEOUS:	
Main boom fiberglass insert (Provides 20" of insulation when fully retracted)	D60254
Articulating arm glass insert (12" insulation gap) (39)	D60267
Articulating arm glass insert (12" insulation gap) (42/44)	D60304
360° continuous rotation	D60212
Special paint	
PTO and pump (consult factory)	
Fan belt clutch pump (consult factory)	
Prime paint ONLY	D60099
Additional owner/operators manual	D60256
Main boom lifting eye	D60268
24" x 94" steel tail shelf with walk-up steps	D60310
30" x 94" steel tail shelf with walk-up steps	D60311

NOTE: Contact factory for freight.

NOTE: Refer to specifications for more information.

NOTE: Prices and specifications are subject to change without notice.

NOTE: Specifications are + or -2%.

NOTE: Controls will be mounted between basket and boom.



Dur-A-Lift, Inc. ("DAL") Standard Conditions and Terms of Sale

ONE YEAR LIMITED WARRANTY-

Dur-A-Lift, Inc. warrants to the original buyer all products it manufactured for a period of (60) sixty months on structural parts and/or (12) twelve months on purchased parts from the date put in service to be free of defects in workmanship and material under normal use and operation. Labor involved in replacing warrantable components shall be covered for a period of (12) twelve months from the date put in service.

Products not manufactured by Dur-A-Lift, Inc. but incorporated, such as the chassis, are not warranted by Dur-A-Lift, Inc. and carry such warranties, if any, that are provided by the manufacturer.

DUR-A-LIFT WARRANTY REQUIREMENTS AND RESTRICTIONS

1. 5 Year structural warranty, 1 year on purchased parts warranty
2. Upfitter parts are warrantied only if covered by vendor warranty. Warranty on any upfitter parts must have all vendor information included: Serial number, date stamp, etc.
3. Any aftermarket or purchased replacement parts are warrantied for 30 days.
4. Unit registration must be turned in when unit is received. This determines when "in service" date is. If registration is not turned in, warranty will begin on the date of shipment from the factory.
5. All warranty claims must include lift serial number, date of service, pictures of damaged part, and all information stated above (in #4) if applicable.
6. If you are not the original seller of the lift, please contact Dur-A-Lift, Inc. before working on unit. Dur-A-Lift issues credit to the dealer that sold the lift. It is up to the dealer that sold the unit to work with whomever is doing the work.
7. W & R must be turned in within 30 days of work.
8. W & R claim form must be turned in with claim. An invoice will not be acceptable.
9. Warranty does not cover diagnostic time
10. Warranty does not cover fuel surcharges, delivery charges, freight charges or towing charges.
11. Dur-A-Lift, Inc. reserves the right to refuse payment for excessive repair time.
12. No warranty on loose fittings after 30 days. Does not cover loose fasteners after 30 days.
13. Warranty on paint is a companies' discretion. Must include pictures.

Dur-A-Lift's obligation under this warranty shall be limited to the repair or replacement at the factory's option, by either the Factory or Factory Authorized Service Center, those components that prove to be defective after inspection. The correction of defective components shall constitute fulfillment of all obligations to the original buyer.

THIS WARRANTY WILL BE VOID IF:

1. Unit has been altered or repaired beyond factory specifications or in such a manner as to affect the performance or reliability of the unit.
2. Unit has been misused, improperly serviced and maintained or used for any other purpose other than those intended as covered in the operation manual.
3. Mounted onto any chassis or carrier that does not meet the Dur-A-Lift minimum chassis GVWR specifications.

All other costs incurred prior to or during warranty replacement, such as mileage, expenses related to transportation to a factory authorized service center, replacement rental, and loss of income are not covered under this warranty.

The body and chassis are warranted by the manufacturer and are not included in any Dur-A-Lift warranty.

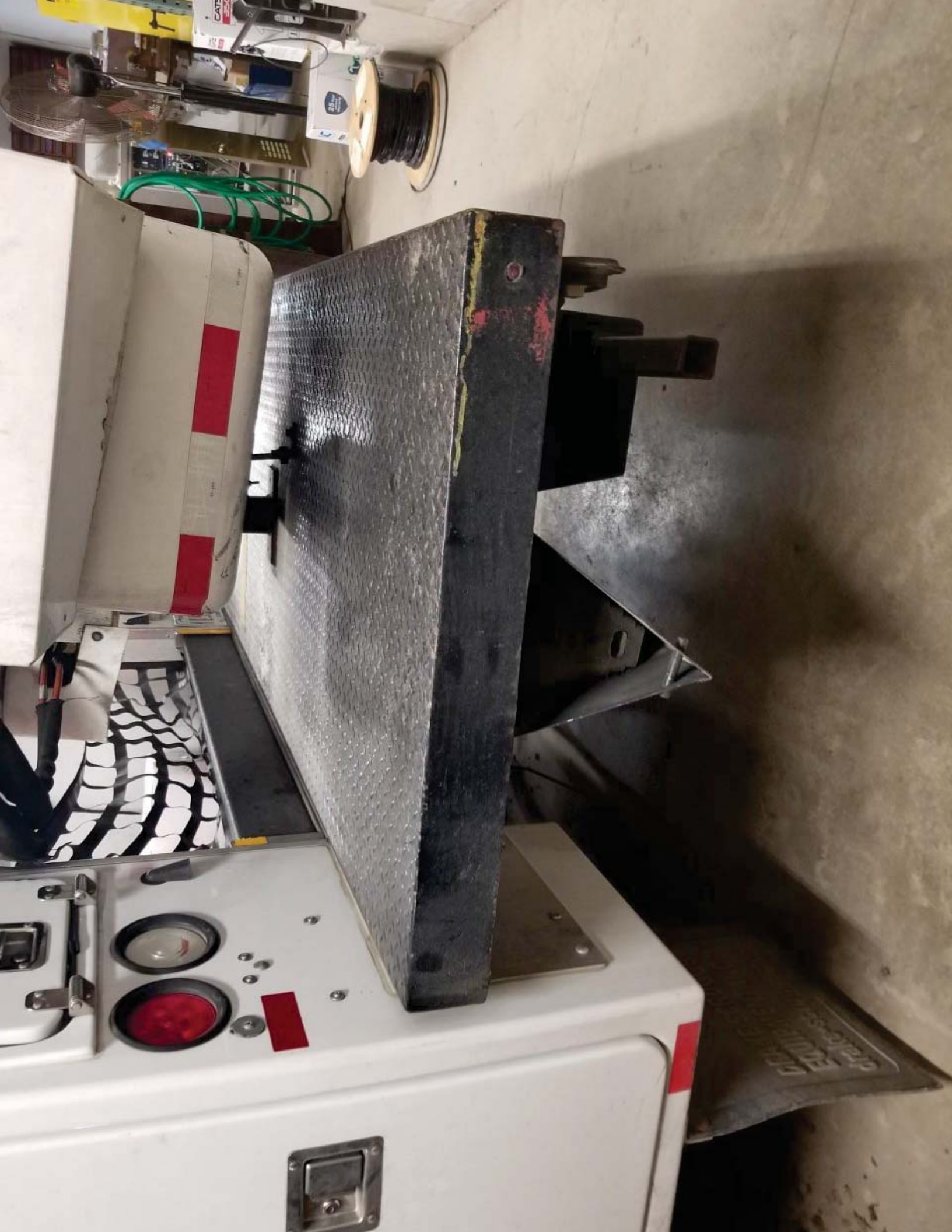
PRODUCTS MANUFACTURED OR SOLD BY DUR-A-LIFT, INC ARE NOT WARRANTED EXPRESSLY OR BY IMPLICATION FOR MERCHANTABILITY OR FITNESS OR FOR ANY MEASURE OF SERVICE OR SUITABILITY FOR A SPECIFIC PURPOSE NOTWITHSTANDING ANY DISCLOSURE TO DUR-A-LIFT, INC. OF

THE USE TO WHICH THE PRODUCT IS TO BE PUT. THIS EXPRESS WARRANTY IS THE SOLE WARRANTY OF DUR-A-LIFT, INC. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE WARRANTY HEREIN EXPRESSLY SET FORTH. THE SALE OF PRODUCTS OF DUR-A-LIFT, INC. UNDER ANY OTHER WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, IS NOT AUTHORIZED.

The Purchaser shall be solely responsible for determining the adequacy of the product for any and all uses to which the purchaser shall apply it. The application of this product by the purchaser shall not be subject to any implied warranty of fitness for any particular use.

SHIPPING -Commercial carrier: Several carriers stop daily at our plant. Please specify your delivering carrier when ordering. Dur-A-Lift, Inc. will arrange freight upon request, however, final freight costs are subject to the carrier discretion and no guarantee of final freight cost is implied when utilizing the service.

Shipping coordination and logistics provided as a service. Additional charges may be made for special handling, extra packing or unusual services. Not responsible for third-party freight rate changes before, during or after shipping. Damage to shipments must be noted and claimed by customer/receiver at time of shipment receipt. Shipping damages and associated costs are not the responsibility of Dur-A-Lift, Inc.



Bid #2021-35 PRCA Aerial Truck
Bid Tabulation

Description			Nesco	Bob Ridings
New 19,500 lb GVWR Pickup Style Cab Aerial Truck		\$	121,350.00	\$ 119,866.00



CONSENT AGENDA ITEM NO. 8.F

FOR COUNCIL: April 26, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of one (1) Labrie Expert (T) 2000 Helping Hand Single Arm Automated Side Loader Body from Key Equipment of Bridgeton, Missouri, in the amount of \$167,246, using Sourcewell Contract (#091219-LEG, exp. 11/15/23); and one (1) 2021 Crane Carrier Model LDT2-30 Chassis from Cumberland Servicenter of Elk Grove Illinois, in the amount of \$179,570, using Sourcewell Contract (#060920-CRN, exp. 8/1/24), for a total of \$346,816, and Authorization to Dispose of the 2012 Crane Carrier LGT2-26 Automated Collection Truck by online public auction, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Purchase and Disposal 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: Public Works is recommending the purchase of one Automated Refuse Collection Truck chassis and body, in the amount of \$346,816, to replace one 2012 Crane Carrier LGT2-26 Automated Refuse Collection Truck due for replacement this fiscal year. The City of Bloomington collects household refuse, bulk waste, and leaves and brush from resident's homes, and this unit is used daily to pick up refuse and recycling in the automated program.

The existing unit, R17, is nine years old and has 10,393 hours and 61,325 miles. The maintenance cost to date is \$175,278.60. Recent maintenance and repair issues with this unit include engine cooling system, water pump, brakes, lights and wiring, hydraulic controls, hydraulic cylinders, hydraulic hoses and o rings, air system, throttle pedals, wheel hub, arm pins and bushings, hopper rails have worn through, and the packer panel is worn out. Staff respectfully requests to have the replaced unit declared surplus and be sold on public auction at Govdeals.com. It is expected to bring \$50,000.

As with current units, this new unit will run on 20 percent biodiesel derived from soybean oil. The fuel is alternative and renewable. Hybrid-electric powertrains for existing garbage trucks and fully electric trucks, are technologies that are in development and are not yet fully utilized by the U.S. garbage collection providers. Staff research shows that neither option is in production at this time. Republic Services had placed an order for 2,500 units with electric vehicle manufacturer Nikola Corp. The order was terminated because of

longer-than-expected development time and unexpected costs. The City of New York is now currently testing a Mack truck electric chassis. Manufacturers such as Kenworth and Peterbilt are getting ready to start production of electric chassis towards the end of this year.

The price of a Kenworth electric chassis is around \$553,072 and does not include a charging station that can run over \$50,000. Due to the battery placement, it is not offered in a drop frame to mount the low dumping Labrie Expert (T) Helping Hand Single Arm Automated Side Loader Body the City utilizes to avoid tree issues when dumping refuse containers. Staff recommends continuing to review the research on electric garbage trucks each year, as the technologies develop. In the meantime, staff recommends continuing its commitment to a green fleet by continuing to use 20 percent biodiesel fuel for the City's diesel fleet vehicles.

The new unit will cost \$346,816.00 which includes one (1) Labrie Expert 2000 Helping Hand Single Arm Side Loader body from Key equipment in the amount of \$167,246, utilizing the Sourcewell joint purchasing contract #091219-LEG, expiration date: 11/15/2023; and one (1) 2021 Crane Carrier Model LBT230 Chassis from Cumberland Service Center utilizing the Sourcewell joint purchasing contract #060920-CRN, expiration date: 8/1/2024. The price for the Crane Carrier reflects a \$3,931.00 discount upon verification of the chassis receipt at Labrie Environmental, in St Nicholas, Quebec, Canada.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because crews need it to perform the duties assign to the Solid Waste Section.

Solid Waste fees are intended/dedicated solely for the support of solid waste services to the City, including expenditures on items such as collecting garbage, recycle, bulk waste, and brush; operating the Citizen Convenience Center; clearing brush, weeds, and tree limbs from alleys; cleaning medians and alleys; repairing gravel alleys; street sweeping; and overseeing the implementation of the Materials Recovery and Resource Management Plan.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

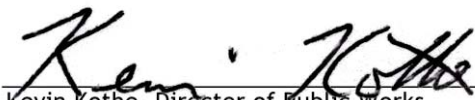
FINANCIAL IMPACT: The Solid Waste Division of the Public Works Department has budgeted \$353,070.00 for the purchase of the unit out of FY 2021 Capital Lease-Capital Outlay Licensed Vehicle account (40110143-72130). The new unit will cost \$346,816.00. Stakeholders can locate the truck in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 88 and 94.

COMMUNITY DEVELOPMENT IMPACT: Goal NE-5: Provide more efficient and sustainable municipal solid waste, management, Objective NE-5.2: Continue to address solid waste issues at a regional level.

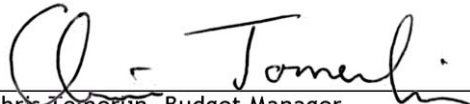
Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, Director of Public Works

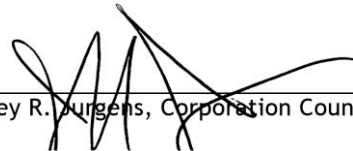
4/14/2021


Chris Tomerlin, Budget Manager

4/14/2021


Carla Murillo, Procurement Manager

4/16/2021

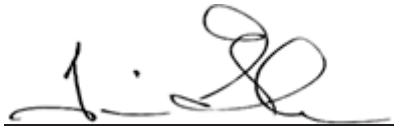

Jeffrey R. Jurgens, Corporation Counsel

4/20/2021


Tara Henry, Legislative Assistant

4/22/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 4B Body Proposal_R17 Automated Truck Replacement 04262021
- PW 4C Chassis Proposal_Automated Truck Replacement 04262021
- PW 4D Cumberland Chassis Delivery Credit

Key Equipment & Supply Company
13507 Northwest Industrial Drive, Bridgeton, MO 63044

**Presents a Sourcewell Proposal Summary
of the**



Labrie Expert(t) 2000 33 CY (27+6) Helping Hand



**Sample Photo*

for

**City of Bloomington
115 E. Washington St.
Bloomington, Illinois 61702**



33 (27+6) Cubic Yard Labrie Expert(t) 2000 Helping Hand (Diesel)

33 Cubic Yard Labrie Expert(t) 2000 Helping Hand Side Loader Refuse Body with Extended Reach with All Standard Features and including the following:

Helping Hand Automated Arm Extended Reach
 Parker Super Tough Hoses on Helping Hand
 Grabber Bolted Rubber blocks in lieu of straps
 Grabber Counting Device
 Auxiliary Arm Controls - RH side, Mini-Joystick in Cab
 Grabber Spill Shield
 Hydraulic Tank in drop section – 65 gal.
 Main Fuel Tank in drop section – 65 gal.
 Crusher Panel with limit switch on LH side
 Spill Shield
 Grab Pack: programmable packer cycle after cart pick-up, including multi-cycle option.
 In cab packer controls
 Packer cylinders hydraulic oil regeneration
 Multifunction Lights Package
 LED body lights
 Pump: double vane T6DC Work-at-idle pump
 Alarm for Low hydraulic oil level & high temp
 Hydraulic low-level sensor set higher than standard for early warning
 Automatic Hydraulic pump shut off with error message on display for low oil or High temp
 Fire Extinguisher including brackets – 20 lbs
 Work Light Kit: dual, in-cab single switch – LED type
 Light - LH Side Hopper
 Light - RH Side Rail
 Single Crusher Panel Control inside the cab & outside the cab
 Hydraulic-Hydraulic lines-Replace standard hoses by Parker Super Tough series (Arm only)

Ground level grease points: for tailgate & hopper door hinges
Central grease point for packer shoes and rails
Central grease point for follower panel rollers
Zone Defense Quadruple Camera System with 9" monitor
Broom & shovel with holder
Camera programming for mirror cameras

Complete unit mounted with drop frame and delivered.

Price of Labrie Expert(t) 2000 Helping Hand (Body Only):	\$ 163,700.00
Less Sourcewell Discount:	-\$ 3274.00
Freight:	\$ 2850.00
Steel Surcharge:	\$ 1,620.00
PDI & Lifetime Training:	\$ 2,350.00
Total Invoice Amount:	\$ 167,246.00

*Price includes start-up and training by Key Equipment & Supply Company personnel. Price does not include FET, sales and/or use taxes. Price is good through May 1, 2021.

Sourcewell Contract #: 091219-LEG
Member #: 25014

This proposal becomes a contract for delivery and payment of the merchandise listed above when signed by the customer or one of its officers.

Customer Name _____

By _____ Date _____



Brad Franklin
Territory Manager
Key Equipment & Supply Co.



Sourcewell 
Formerly NJPA



March 22, 2021

Rob Krones
Superintendent of Fleet Management
City of Bloomington, IL
109 E. Olive Street
Bloomington, IL 61702

Dear Rob,

Crane Carrier is pleased to quote the following chassis for your consideration: **One (1) New/Unused (2021 Crane Carrier model LDT2-30 standard cab drop frame chassis)** delivered to your department yard with arrangements made by Dave Lopina with Cumberland Servicenter, priced as follows:

	ONE UNIT
Sub Total	\$179,570.00
Tax (0%)	\$ 00.00
Total	\$179,570.00

Per the attached specifications. Pricing includes cost for the chassis and shipping to Labrie (175-B, route Marie-Victorin, Levis, Quebec, Canada, G7A 2T3) once the chassis is completed.

This chassis is available under Crane Carrier's **Sourcewell Contract 060920-CRN** with purchase order directed to Crane Carrier's authorized dealer:

Cumberland Servicenter, Inc.
2375 E. Oakton Street, Elk Grove Township, IL 60005
ATTN: Dave Lopina

Please reference Crane Carrier's Sourcewell contract number on all purchase orders

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

Sincerely,


Julian Brewer
Strategic Accounts Manager
330.987.3819
jbrewer@cranecarrier.com

Sourcewell 

Awarded Contract

Contract #060920-CRN

Order Entry Form

Sourcewell Contract # 060920-CRN

2020 Pricing D

Regional Sales Manager		Raglin		P.O.#		SourceWell		YES		United States		Date		3/12/2021	
Purchaser Cumberland Servicenter Address 2375 E Oakton St City/ST/ZIP Arlington Heights, L 60005 Attn Dave Lopina Telephone 847-437-5050 Fax				For Sale To City of Bloomington Address 109 E Olive Street City/ST/ZIP Bloomington, L61702 Attn Rob Krones Telephone 309-434-2340 Fax				OE# Rev A S/N Qty 1 (One) Model LDT2-30 Spec#				Date 3/19/2021 Standard Cab			
Vocation (ie. FL, RL, ASL, MSL, RO)				Automated Side Loader				Body Make Labrie				Body Model Expert Helping Hand (31YD)			
Engine/Torque @ RPM CUMMINS - L9-350 1150 @ 1400 RPM Accessories 10 Gal. Heated DEF Tank Standard Location RH Side Accessories FEPTO Adapter 1350/1410 Accessories Remote engine oil fill Block Heater 120V - Block Heater 1,000 Watt w/Red Ind. Lt. Air Compressor Cummins-Wabco, 18.7 CFM Cooling System Remote 1814 Sq. In. -34 F Below Zero XL Accessories Remote Radiator Filler w/ Cover Air Intake Cummins Opti-Air 13" Steel Intake Accessories Filter Minder, Dash Mounted Accessories Exhaust LH Vertical Flared Elbow Accessories Accessories Battery Box/Batteries Steel (3) Three GRP 31, 925 CCA Ea. LH Side Accessories Standard Location Accessories Accessories Flaming River Disconnect Starter Heavy Duty Soft Start Alternator Delco-Remy 55SI, 430-AMP Fuel Tank 60 Gallon Alum. Single Tank Accessories Standard Location Accessories Filter/Separator Cummins Branded 12V Heated Filter Trans. / Retarder 3000RDS 5-Speed - Controls Dual Pushbutton NIS/Auto Neutral Auto Neutral System / "AG" Function Accessories secondary shift schedule Accessories 46 mph 1st to 4th gear Accessories Please mount 50-gallon rectangular fuel tank ILO 60 Gallon Alum. Sgl Tank (Black) Propshafts Spicer Life Series SPL-170 Front Axle D2000F Accessories Brakes 16 5 X 7 Wide Brake Package Slack Adjusters Automatic Accessories Wheels Hub - Steel Disc 22.5 X 9 00 Tires 315/80R22.5 TOYO M153 L / 20 Spare Wheel No Spare Tire No Front Suspension Parabolic Taper-Leaf 20K Steering Position RH, Sit-Down Dual Drive, Tilt / Telescopic Column Accessories Rear Axle S30-190 Accessories ATC- Automatic traction control Brakes 16 5 X 7 Wheels Hub - Steel Disc 22.5 X 8 25 Tires 12R22.5 Bridgestone M799 H / 16 Ratio/Max. Speed 5 57 Ratio 63 MPH Limit Speed: 65 MPH Slack Adjusters Automatic Accessories Spare Wheel No Spare Tire No Retarder Accessories Rear Suspension Reyco 102CC 30k w/o Shocks, f/ 30k Axle Tag/Pusher Watson & Chalin Non-Steer Tag (B) 20K Wheels Single Hub - Steel Disc 22 5 X 8.25 Tires Single 315/80R22 5 TOYO M153 L / 20 Accessories Tag axle air lift controls mounted left side driver position Frame Labrie / SHU-PACK RBM: See Price Book Bumper Painted Steel Accessories Accessories Wheel Base 224" C/A/CT= 200" AF= 97" ABS System 6S / 5M w/ATC Air Tanks (4) Four Steel Tanks Drain Valves Bendix DV-2 Non-Heated, Wet Tank Pull Cords Centralized Drain Valves Air Dryer Bendix B/W AD-9EP, Heated Accessories Accessories Centralized drain valves Accessories				Cab Construction LDT2 RH, Sit-Down Dual Drive, Tilt / Telescopic Column Cab Type/Tilt Pump Standard Standard Cab 12v Cab Tilt Assist Pump Accessories Pls mount radio on RH Side Cab Exterior Dual Tone, Air Horn Under Cab Cab Visor w/ Marker Lights LED Head Lamps 3 Rear Windows & 2 Roof Vents Cab Interior Dual Fans Standard Dual Cab Fans Air Conditioning Intregal w/Cab Dash & Heater System Stereo Standard AM/FM Stereo WB/MP3/WMA/USB & iPod/Bluetooth Accessories 16"x7" LH&RH MOTO Heated and Motorized Mirrors Doors / Windows LH Solid Electric, Roll-Down RH Solid Electric, Roll-Down Mirrors LH RH Spot Mirrors LH & RH (1) 7" x 8" Rectangle Convex Spot (2) Total 1-Each Side Seats LH Sears C2 Air Ride, Black Vinyl RH Forward Sears C2 Air Ride, Black Vinyl Instrumentation Full RH Instrumentation Accessories (2) Transmission Oil Temperature Gauges Accessories Accessories Accessories Intermittent Wipers Windshield Wiper(s) CCC Daytime Running Lights Cab Elec./Lighting LED Cab Clearance, Marker & Turn Signals Accessories Accessories Accessories Mirror Controls at BOTH steering stations Accessories Accessories Back-Up Alarm Warn or Equal 107 dB(A) Misc. Equipment Accessories Accessories Accessories Accessories Accessories Accessories Accessories Accessories Accessories Finish Paint Color Color/Code Cab White 57971 Upper Cab Stripe No Lower Cab Stripe No Bumper Black 56590 Bumper Stripe No Frame Black 56590 Battery Box Black 56590 Fuel Tank Alum Std Finish Clear Coat No Front Wheels 2-Sided White PC Rear Wheels 2-Sided White PC				Additional Charges / Warranties (Non-Discounted) Standard Chassis Warranty 12 Months Unlimited Miles Standard Frame & Crossmember Warranty - 5YR/100K Mi (pro-rated after 36 Mo/30K Mi) Standard - 2 Year Cummins Engine Warranty Standard - 3 Year Allison Edge II Partner Warranty Standard - 2 Year Dana Axle Warranty							
Requested Delivery Date				TOTAL PRICE PER VEHICLE				TAXABLE TRANSACTION				NO XX YES			
Notes				Freight Rates Subject to a Fuel Surcharge and / or a price increase at time of delivery Terms C.O.D Net Cash prior to Delivery				QUOTE GOOD FOR 60 DAYS FROM SUBMISSION							



CRANE CARRIER COMPANY

The Heavy Truck Specialists

PAINT CHART

Date: 03/12/21

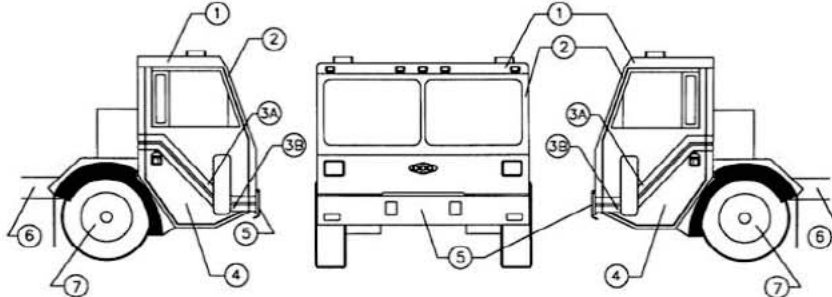
By: SP

Purchaser Cumberland Servicer
Address 2375 E Oakton St
City/ST/ZIP Arlington Heights, L 60005
Attn Dave Lopina
Telephone 847-437-5050
Fax

For Sale To City of Bloomington
Address 109 E Olive Street
City/ST/Zip Bloomington, IL61702
Attn Rob Krones
Telephone 309-434-2340
Fax

OEF#
REV # DATE
S/N
QTY 1 (One)
MODEL LDT2-30
SPEC#

Ci



Standard paint is White (57971) cab, Black (56590) chassis, air cleaner and exhaust assembly.
Bumper is Gray (58206). Disc wheels are manufacturers standard Gray (58206). Cab and bumper striping is optional.

Item #	Area to be Painted	Yes	No	Paint Code	Paint Color
1	Roof			57971	White
2	Upper Cab			57971	White
3A	Cab Upper Stripe	Yes ☐	No ☒	No	
3B	Cab Lower Stripe	Yes ☐	No ☒	No	
4	Lower Cab			57971	White
5	Bumper			56590	Black
5A	Bumper Stripe	Yes ☐	No ☒	No	
6	Chassis			56590	Black
	Air Lines			56590	Black
	Axles Grp			56590	Black
	Bolt Heads			56590	Black
	Brackets			56590	Black
	DEF Tank Mounting			56590	Black
	Drive Lines Grp			56590	Black
	Engine Mounts			56590	Black
	Exhaust & Cooling Grps			56590	Black
	Hydraulic Reservoir			56590	Black
	Rear Fenders Grp			56590	Black
	Trans & CAC Grps			56590	Black
	Air Clnr Grps			56590	Black
	Battery Box & Assy.			56590	Black
7	Fuel Tank & Assy.				Alum Std Finish
8	Front Wheels			PC	White
9	Rear Wheels			PC	White
10	Spare Wheel(s)				
11	Cab Windshield Guard				
12	Clear Coat	Yes ☐	No ☒	No	

CCC USE ONLY (Do not write in this section)

SPECIAL INSTRUCTIONS:



2375 E. OAKTON STREET
ARLINGTON HEIGHTS, IL 60005-4817
(847) 437 - 5050

April 7, 2021

Mr Robert Krones
Superintendent of Fleet Maintenance
Fleet Management
336 S Main Street
Bloomington, IL 61701

Dear Rob,

Please accept the contract included with this letter from Sourcewell.

The amount stated for this contract is for the chassis only to your specifications to be compatible to the LaBrie Helping Hand Body.

As requested by you, we have adjusted the price to reflect early payment for the chassis upon verification of the chassis receipt at LaBrie in St. Nicholas, QC.

The chassis price is \$179,570 which reflects a \$3,931.00 discount for payment made at the time of verified receipt of the chassis by LaBrie Enviromental, in St Nicholas, QC

It is hoped that this is acceptable to you, but if you should have any questions, please don't hesitate to call.

Thank you in advance for allowing us to offer this chassis to you.

Respectfully,

David J Lopina
President
Cumberland Servicenter, Inc



CONSENT AGENDA ITEM NO. 8.G

FOR COUNCIL: April 26, 2021

SPONSOR: Public Works Department and Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of one (1) 2022 Ford F550 with Service Body for the Parks, Recreation and Cultural Arts Department from Bob Ridings Ford of Taylorville, Illinois, (Bid #2021-36) in the amount of \$66,993, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Purchase 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: Public Works and Parks, Recreation and Cultural Arts are recommending the purchase of one 2022 Ford F550 with Service Body, for use by the Parks, Recreation and Cultural Arts Department, from Bob Ridings of Taylorville, Illinois, in the amount of \$66,993, using Bid #2021-36.

A bid was released on March 24, 2021, and due to the City on April 6, 2021. The City received one bid from Bob Ridings Ford of Taylorville, Illinois, and one no-bid from Gilliford Services Inc. (not a vehicle manufacturer dealer) of Urbana, Illinois. There were no local bids. Due to the specialized nature of this vehicle, it is not available on joint purchasing contracts and must be bid.

Source

Bob Ridings

Total Cost

\$66,993

The Parks, Recreation and Cultural Arts Department has a 2004 GMC C4500 unit 712 that is scheduled for replacement in this Fiscal Year. This unit is 17 years old and has 68,658 miles. The maintenance cost to date is \$30,823.16. It is used for general maintenance of all park facilities and recreational equipment. Recent issues with this unit have included brakes, wheel seal, alternator, ABS system, body electrical, fuel system, chassis electrical, HVAC system, body cracking and door hinges.

Staff requests that the replaced unit 712 be declared surplus and sold on public auction at publicsurplus.com. It is expected to sell for \$6,500.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic.

However, this expenditure is necessary, because this purchase will allow Parks, Recreation and Cultural Arts to lift heavy and bulky items for the safety of staff and to and meet other work and transportation needs met by a truck.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was advertised in *The Pantagraph* and on the ProcureNow website on March 24, 2021.

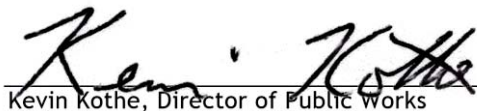
FINANCIAL IMPACT: The FY 2021 Budget under the Capital Lease-Capital Outlay Licensed Vehicle Cash account (40110143-72130) has \$63,860.00 budgeted. The unit will cost \$66,993.00. Vehicle cost can vary from budgeted amounts. The difference will be covered by savings from other units purchased this fiscal year. Stakeholders can locate the item in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 88 and 91.

COMMUNITY DEVELOPMENT IMPACT: Goal HL-3. Ensure a healthy environment and accessibility of parks and open spaces, Objective HL-3.2. Ensure accessibility of parks, open spaces and other recreational facilities to all residents.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, Director of Public Works

4/14/2021


Chris Tomertin, Budget Manager

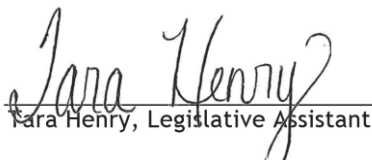
4/15/2021


Carla Murillo, Procurement Manager

4/16/2021


Jeffrey R. Jurgens, Corporation Counsel

4/20/2021


Tara Henry, Legislative Assistant

4/21/2021

Recommended by:

A handwritten signature in black ink, appearing to read 'T. Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- PW 8 Bid Submission_712 Parks Maintenance Replacement Vehicle 04262021

5. PRICING PROPOSAL

PRICING FOR FORD OR EQUIVALENT TRUCK

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Comments
1	One new 17,500 lb GVWR Pickup Style Cab Truck with Service Body	1	each	\$66,993.00		
TOTAL				\$66,993.00		

Thank you for your inquiry about our Fleet Sales Program, please accept this letter to outline our bid. Note delivery is estimated in 120-150+ days after your order, meets or exceeds your specs EXCEPT if noted

WE PROPOSE 2022 Ford F550 REGULAR Cab 2wd (F5G) Chassis

Meets or exceeds your specs EXCEPT if noted 193" Wheelbase, 108" Cab to Axle

Includes: All XL Standard Equipment, (Pkg 680A) Power Steering & Brakes

(99N) 7.3 Litre V8 NOT FLEX FUEL w/10spd Automatic 240 amp Alternator

18,000 GVWR, 28,000 GCWR, Approx 14,000 lb Trailer Wt

4 Wheel Anti-Lock Brakes w/Traction Control AdvanceTrac with Roll Stability Control

Air Conditioning Tilt Wheel AM/FM Stereo w/SYNC Bluetooth

Front & Side Airbags Intermittent Wipers

Warranty 3yr/36,000 mi PLUS 5/80 Powertrain & 5yr Corrosion

(Z1) White Ext, (AS) Gray VINYL 40/20/40 Split Seat, Full Vinyl Floor Covering

ADD (86M) Dual Batteries, 750 CCA (not 780)

(87B) 397 amp Alternator

(41H) Engine Block Heater

(62R) PTO Provision

(X8L) 4.88 Limited Slip Axle (not 4.30)

(TGM) 225/70R19.5G All Season Front/All Terrain Rear Tires w/Steel Wheels

(512) SPARE Tire (shipped loose)

(525) Cruise Control

(87X) Extra Heavy Service Suspension Pkg, 7000 Front GAWR, 13,660 Rear

(942) Daytime Running Lights

(94P) Pre-Collision Assist w/Automatic Emergency Braking & Forward Collision Warning

(80C) Audible Lane Departure Warning

(43C) 110V Power Outlet in Dash

Upfitter Switch Panel

(872) Factory Rearview Camera w/4" Dash Screen

(52B) Factory Trailer Brake

(18B) Factory Black Running Boards

(90L) Power Windows/Locks/Power Heated Trailer Tow Mirrors /Remote Keyless Entry

(76C) Backup Alarm

KNAPHEIDE KUV Service Body KUV157H2094 with 6 year Corrosion Perforation Warranty

5 Compartments Per Side w/Standard Sheving Pkg

Stainless Hinges

ADD 4 Way Strobe Lights, Amber LED, 4 Rear Body, 2 in Grille

Lighting in Compartments, LED Strip Lights All Lights Wired to Ignition Power

Dimensions 12/3000N Pure Sign Wave Inverter, Installed in right front upper shelf in cargo area

Also includes (1) 20 amp non-GFI weatherproof outlet, installed in right rear compartment accessible through access door in body

Interior Cargo Area Lighting Includes (4) 21.5" LED fixtures mounted on ceiling w/cab switch

Includes CTECH tool drawer unit with (9) 3" drawers, mounted in right front tool compartment

Full Width Step Bumper with vise bracket on right side and 5 gallon water cooler on left side

Class V Trailer Hitch w/7 Wire Harness & RV Plug

5lb Fire Extinguisher, First Aid Kit, Reflector Triangles

Install Diagonal White Reflective Safety Tape on rear of body

ADD ONE Factory CD Service Manual

Undercoat

(4) Keys, (2) Remotes

Delivery to your Location

Canopy Service Body:

- Knapheide KC157H2094 Steel KUVcc Body
- Standard Shelving Package
 - Body Interior and Exterior painted Ford Z1 White
 - R1V Compartment: CTECH Drawer Unit; 9-3" drawers

Inverter:

- Dimensions 12/3000N Pure Sign Wave Inverter
- Installed on curbside of cargo area on top shelf towards front
 - Auxiliary Battery installed under hood

- One (1) 20 amp non-GFI weather proof outlet:
- Installed inside Cargo Area at curbside rear
 - Accessible thru rear drop down door

Lights:

- Ecco 3965A LED Strobe Light; Amber (4 units)
- One light toward the top on each side; rear facing
 - One light near each rear tail light

- Ecco 3811A LED Strobe Light; Amber
- Two lights installed on front grill of chassis

Wire Strobe Lights to an in cab upfitter switch

- Comartment Lights installed in each body compartment
- Lights are activated by comartment door switch
 - In cab upfitter switch used for Main Power switch

- Ecco EW0701 21.5" LED Interior Light
- Four (4) lights mounted to roof in cargo area
- Lights are controlled by an in cab upfitter switch

All body Electrical Accessories to be wired so powered on with ignition only.

Safety:

5 lb Fire Extinguisher

Vehicle mounting bracket for 5 lb. fire extinguisher

First Aid Kit. North by Honeywell.
For up to 16 People.

Triangle Reflector Kit

Install Factory Back Up Camera Kit

White Reflective Tape installed in diagonal pattern on back of body

Truck Accessories:

7-Pin RV Type Trailer Socket

Vice Mounting Bracket installed on curbside of rear bumper

Water Cask Holder installed on streetside of rear bumper

Quote Number: 036221-0

Mudflaps installed behind rear wheels

Certification:

Clean, Weigh and Test Run completed unit prior to delivery.

Total for One Unit

FOB: Springfield, IL

State and municipal sales taxes are to be added if applicable.

FET shall be added if applicable.

City Manager, Tim Gleason approval

Date Signed

Service Body Mounted on a Pickup Style Chassis

1. Engine
 - 1.1 7.3L V8 gasoline engine
 - 1.2 Minimum 7.3 liter
 - 1.3 Flex-Fuel capable engine NOT FLEX FUEL
2. Alternator and Battery
 - 2.1 240-amp min alternator
 - 2.2 Dual 780-amp HD battery maintenance free type DUAL 750 CCA, 780 cca not available
3. Cooling System
 - 3.1 Heavy duty engine cooling package
 - 3.2 Extended life coolant with antifreeze protection to -35 degrees
 - 3.3 Block heater
4. Transmission
 - 4.1 10 speed automatic transmission with selectable drive modes
 - 4.2 Power take off provision
5. Differential
 - 5.1 4.30 axle ratio 4.88 axle ratio
 - 5.2 Limited slip differential
 - 5.3 Drive line traction control
6. Wheelbase
 - 6.1 189 inch minimum wheelbase
 - 6.2 108 cab to axle
7. Tires and Wheels
 - 7.1 Six (6) LT225/70Rx19.5 radial tires
 - 7.2 Traction rear tires all season front
 - 7.3 Spare tire and wheel
8. Steering
 - 8.1 Full power steering
 - 8.2 Tilt steering wheel with cruise control
9. Brakes
 - 9.1 Heavy duty full power disc brakes with anti-lock (ABS)
10. Suspension
 - 10.1 7,000 pounds front axle
 - 10.2 13,500 pounds rear axle, 4.30 ratio 4.88 ratio
 - 10.3 17,500 pounds GVWR 18,000 GVWR
 - 10.4 Front and rear stabilizer bars
 - 10.5 Heavy Duty gas shock absorbers
11. Lights and Safety
 - 11.1 Headlights halogen with daytime running lights

- 11.2 Driver assist technology package; Lane departure warning, pre-collision assist with automatic emergency braking, advance trac with roll stability control
- 11.3
- 12. Interior
 - 12.1 Shall be supplied with 12-volt power outlet and factory 110 volt outlet
 - 12.2 Tinted glass
 - 12.3 Interior hood release
 - 12.4 Drivers and passenger front and side air bag/ curtain
 - 12.5 Cruise control
- 13. Instruments
 - 13.1 Instruments to be factory standard
- 14. Heater and Air Conditioning
 - 14.1 Manual front forced air heater and air conditioner with a minimum of three blower speeds
- 15. Windshield Wipers
 - 15.1 Intermittent windshield wipers with washer
- 16. Electrical Interior
 - 16.1 Backup camera system with monitor located in center stack
 - 16.2 Factory installed user defined upfitter switches
- 17. Radio
 - 17.1 AM/FM stereo radio with clock, SYNC, voice recognition communication and entertainment,
Smart charging USB-C port, 4.2-inch LCD center stack screen
- 18. Trailer Brake
 - 18.1 Factory installed electric trailer brake controller
- 19. Running Boards
 - 19.1 Shall have 6-inch angular black mold-in-color running boards
- 20. Color
 - 20.1 Cab color shall be Oxford white
 - 20.2 Interior color shall be steel
- 21. Seating
 - 21.1 Front seat vinyl 40/20/40 split bench with center arm rest, cup holder, and storage with manual
Manual lumbar adjust on driver's seat
- 22. Doors and Windows
 - 22.1 Shall have power equipment group: heated manually telescoping power tow mirrors with integrated clearance lamps/turn signals, power windows/door locks, remote keyless entry
- 23. Keys
 - 23.1 Four (4) chassis keys

24. Rust and Corrosion Protection

24.1 Chassis and Service body shall be rust proofed and undercoated.

25. Miscellaneous

25.1 Safety equipment: 5lb fire extinguisher, first aid kit and reflector triangles shall be included

Service Body Knapheide Model # KUV153D20HK

1.0 Body Shell

1.1 Shall be constructed of 14 and 16 gauge two sided galvanized steel. Compartment tops, backs, and end plates shall be one piece seamless Design. Doors, door openings, drip rails, and other exposed metal edges shall be hemmed for strength, safety, and resistance to corrosion.

2.0 Floor

2.1 Floor shall be constructed of minimum 1/8-inch treadplate with 1 3/8 inch return Flange on each side. Compartment back panel will overlap and interlock with the floor flange

Providing support for the weight of the side compartment.

3.0 Understructure

3.1 Cross sills shall be constructed from 11-gauge steel with 50,000 psi minimum yield strength.

4.0 Doors

4.1 Doors shall be constructed of 20 gauge two sided A40 galvanized steel. Door shall be Double paneled with internal reinforcements

5.0 Hinges

5.1 Shall be corrosion resistant stainless steel continuous hinges and be installed to provide full length support for the doors and pry-proof security with built in weather seal. Hinges for both side compartment doors shall be spot welded to the doorframes. Hinges for both rear doors and conduit doors shall be attached with non-corrosive aluminum rivets with stainless steel mandrels. All hinges shall be supported with a six-year warranty.

6.0 Rotary Latches

6.1 Corrosion rotary latches shall be secured to the door panels by four fasteners to the back of the latches. Latches shall be zinc die cast handles with a brushed chrome finish that provides ample hand clearance surrounded by an injected molded glass and mineral infused UV resistant nylon housing. Rotary latches shall be slam-latch able. Latching cams to be elongated. Urethane foam gaskets shall be installed between latch flange and outer door skin. Lock cylinders shall be flush mounted.

7.0 Door Strikers

7.1 Adjustable strikers shall be affixed to the side compartment doorframes with screws.

Welded on door strikers are not acceptable.

8.0 Door Seals

8.1 Automotive bulb type neoprene door seals shall be installed by the manufacture of the body

On all doors.

9.0 Door Retainers

9.1 Double sprung over center retainers shall be installed on all vertical doors. Door retainers shall

hold doors in positive open or closed position. Horizontal doors shall have a heavy-duty chain to

hold to open position parallel to the ground.

10.0 Shelving

10.1 Shelves shall be constructed of 18-gauge galvanized steel. Shelves shall have hemmed dividers on

4-inch centers and shall have a minimum capacity rating of 250lbs.

11.0 Master Lock System

11.1 Each lower side pack shall have a spring-loaded sliding master bar on each side of the body.

The bar shall secure the doors in the locked position with a padlock. With padlock removed the spring will hold sliding bar in the unlocked position.

12.0 Interior lighting

12.1 Light guards shall be installed by the body manufacture for protection of all lights, connection

points and wire harnesses. Cargo area to have two lights that are switched at the rear of the

body. Switch located so that lights can be turned on without having to enter the body.

13.0 Roof Construction

13.1 The roof shall be 16-gauge galvaneal steel and reinforced with cross braces. The roof

shall be tapered and crowned across the top for additional strength. Shall have two lockable conduit shute doors one on each side. With rotary latches and doors to be slam latchable,

keyed the same as rest of body, with adjustable strickers.

14.0 Cargo Doors

14.1 Rear cargo doors shall be double panel constructed. Outer panel shall be 20 gauge and

inner panel shall be 14 gauge both made of A40 galvannel steel. Each door shall have a nitrogen gas door retainer to assist in opening and closing the doors. All door rods and latch hardware shall be concealed between the inner and outer door panels.

15.0 Primer and Paint

- 15.1** Body shall be completely immersed in electrodeposition gray epoxy prime paint Featuring a zinc phosphate precoat and seal. Prime paint shall be oven cured.
Exterior and
interior paint shall be brite white to match the chassis.

16.0 Warranty

- 16.1** Shall have a minimum six-year warranty on: no rust thru guarantee, continuous door hindges
Latches and locks, and shelving. Bidder to supply warranty with bid package.

17.0 Lighting

- 17.1** Lighting shall meet all FMVSS standards. Wires shall be colored, and harnesses encased
in mesh loom. Wire connectors shall be compatible with chassis connectors without slicing.

- 17.2** Stop/tail/turn/backup and strobe lights shall be LED and mounted flush with back of the body in rubber gromets.

18.0 Body Dimensions

- 18.1** Overall body length 157 inches minimum not counting rear step

- 18.2** Load space floor width 49 inches minimum

- 18.3** Cab to axle 108 inches minimum

- 18.4** Interior clear height 73 inches minimum

- 18.5** Clear door height 63 inches minimum

- 18.6** Shall have five compartments on each side of body. Four vertical compartments

40 inches tall and 20 inches deep minimum.

1st compartment shall be 34 inches wide minimum,

2nd compartment shall be 24 inches wide minimum,

3rd compartment shall be 21 inches wide,

4th compartment shall be horizontal and be 52 inches wide minimum,

5th compartment shall be 25 inches wide minimum.

19.0 Optional Equipment to be Installed

- 19.1** Four rear facing ECCO 3965 LED amber strobe lights mounted flush with the back of the
body in rubber gromets. Located one on each side of the body one at the top and one on

- the bottom by stop/tail and turn lights. All strobe to be powered by one switch in cab, lighted to indicate when power is on.
- 19.2 Two front facing LED strobe lights mounted to the grill area of the chassis.
- 19.3 All compartments to have individual LED strip lights that are activated when door is opened with main power switch in cab, lighted to indicate when power is on.
- 19.4 Sensata Dimensions DUI-12/3000N inverter to be installed in walk-in compartment on top self on front passenger side. There shall be one outlet mounted in the body walk-in compartment at the rear passenger side reachable through the conduit door.
- 19.5 Rear of utility body shall have white reflective diagonal stripping. Stripping shall conform to Applicable ANSI and DOT specifications.
- 19.6 Shall have back-up alarm
- 19.7 One (9) drawer cabinet installed in 1st compartment on passenger side.
- 19.8 Four 20 inch or larger 12 volt LED light fixtures mounted to the inside roof of body with master switch installed in cab, lighted to indicate when power is on. LED Light Strips are not acceptable.
- 19.9 All body electrical accessories to be wired so powered on with ignition only.
- 19.10 Full length step bumper with vise mounting bracket on passenger side and 5-gallon water cooler bracket mounted on left side.
- 19.11 Shall include Class V frame mounted receiver hitch with 7-way flat RV style electrical connector.
- 20.0 Safety
 - 20.1 Shall be supplied with all required safety items to meet State of Illinois and Federal Requirements and meet FMVSS108 Lighting Requirements.
 - 20.2 Shall be supplied with all required safety items to meet State of Illinois and Federal Requirements and meet FMVSS108 Lighting Requirements.
 - 20.3 Shall be supplied with all required safety items to meet State of Illinois and Federal Requirements and meet FMVSS108 Lighting Requirements.
- 21.0 Warranty
 - 21.1 Upload detailed warranty information in bid packets.
 - 21.2 Provide all other optional warranty information and pricing.
- 22.0 Sales Literature
 - 22.1 Shall upload latest sales literature brochures on Chassis and body that are bid.



CONSENT AGENDA ITEM NO. 8.H

FOR COUNCIL: April 26, 2021

SPONSOR: Public Works Department and Parks, Recreation and Cultural Arts Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a 2022 Ford F550 Bucket Truck from Versalift of Waco, Texas, utilizing Sourcewell Contract (#012418-TIM, exp. 3/14/22) in the amount of \$109,747, as requested by the Public Works Department and the Parks, Recreation and Cultural Arts Department.

RECOMMENDED MOTION:

The proposed Purchase 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: Public Works and Parks, Recreation and Cultural Arts (PRCA) is recommending the purchase of one (1), 2022 Ford F550 19,500lb Bucket truck, for use by the Parks Maintenance Division of PRCA, from Versalift of Waco, Texas, in the amount of \$109,747, through the Sourcewell Contract #012418-TIM, exp. 3/14/22.

A bid was released on March 24, 2021, and due to the City on April 6, 2021. The City received one bid from Bob Ridings Ford of Taylorville, Illinois, one bid from Nesco LLC of Bluffton, Indiana, and one no-bid from Gilliford Services Inc. of Urbana Illinois (that is not a vehicle manufacturer dealer). There were no local bids. Purchasing this unit through the Sourcewell Contract saves the City \$10,119 when compared to the lowest responsible bid that was received through the bidding process. A separate item on tonight's agenda is recommended to reject the bid.

Source	Total Cost
Bob Ridings	\$119,866
Nesco LLC	\$121,350
Sourcewell Contract#012418-TIM	\$109,747

The current unit is 15 years old and has 84,600 miles. The maintenance cost to date is \$47,305.34. Recent repair issues with this unit have included brakes calipers and pads, battery, tires, chassis electrical, bucket system electrical, body electrical, alternator, u joints, suspension, fuel system, and engine belts and pullies.

Staff requests that the replaced unit be declared surplus and sold at public auction at publicsurplus.com. It is expected to sell for \$7,500.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary because the unit will be used daily in order to perform maintenance tasks on all park's facilities and playground equipment.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: A request for bids was advertised in *The Pantagraph* and on the ProcureNow website on March 24, 2021.

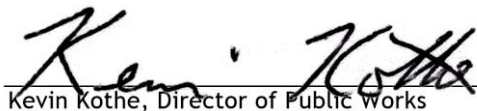
FINANCIAL IMPACT: If approved, the unit will cost \$109,747.00. The FY 2021 Budget under the Capital Lease-Capital Outlay Licensed Vehicle account (40110143-72130) has \$123,607.00 budgeted. Stakeholders can locate the item in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 88 and 91.

COMMUNITY DEVELOPMENT IMPACT: Goal HL-3. Ensure a healthy environment and accessibility of parks and open spaces, Objective HL-3.2. Ensure accessibility of parks, open spaces and other recreational facilities to all residents.

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:


Kevin Kothe, Director of Public Works

4/14/2021


Carla Murillo, Procurement Manager

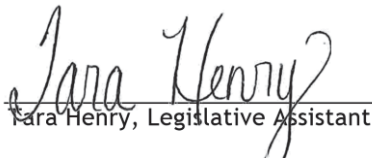
4/16/2021


Chris Tomertin, Budget Manager

4/19/2021


Jeffrey R. Jurgens, Corporation Counsel

4/20/2021


Tara Henry, Legislative Assistant

4/21/2021

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager

Attachments:

- PW 11B Quote_798 Parks Maintenance Bucket Truck Replacement 04262021

Versalift
7601 Imperial Drive
Waco, Texas 76712-6608
254.399.2100



QUOTATION

SOURCEWELL N-22307

Customer: City of Bloomington
Attn: Rob Krones
Email:
Phone: 309-434-2296
Address: 109 East Olive Street
Bloomington, IL 61702

Date: 4/9/2021
Model: SST-40-EIH

**VERSALIFT SOURCEWELL
CONTRACT #012418-TIM**

<u>Model</u>	<u>Description</u>	<u>Sourcewell Price</u>
SST-40-EIH	Insulated 39 ft. 8 in. (11.0 m) telescopic aerial platform lift, 45 ft. (13.72m) working height including the following items:	\$ 88,820.00

STANDARD SOURCEWELL FEATURES:

- Standard platform capacity of 350 lbs. (159 kg).
- Dodge 5500 4x2, 19,500 GVW, 84" CA chassis with diesel engine, automatic transmission, and air conditioning. 132" steel service body with treadplate tops, standard compartments, and 24" tailshelf.
- **TruGuard™** dielectric isolating system with single stick control. All control handles are isolated and tested per ANSI 92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. **TruGuard™** technology incorporates the use of full hydraulic controls with durable metal handles and linkages. (*4-axis control handle*)
- Full pressure turret mounted lower controls including override.
- Engine start/stop system with controls at platform and lower controls.
- Rear torsion bars with additional 800 lbs counter weight for stability.
- Three gpm (11.4 lpm) open center hydraulic system.
- Standard hydraulic oil.
- Fiberglass inner boom and patented ELECTROGARD provide 42 in. (1.07 m) insulation gap fully retracted meeting ANSI A92.2-2010 requirements for Category C, 46 KV and below.
- ELECTROGARD and inner boom finished with white urethane paint over white gel coat.
- Integral hydraulic oil reservoir with dual sight gauges and 15 gal. (56.8 l) capacity.
- End mounted 24 in. x 24 in. x 42 in. (0.61 m x 0.61 m x 1.07 m) closed fiberglass platform with one curbside step.
- Master/slave hydraulic leveling with upper control for clean out and rescue.
- Non-lube bearings used at all pivot points.
- Multi-link hose carrier system through booms.
- PTO power source.
- Boom cradle and ratchet type tie down strap.
- Mounting hardware for chassis/cab installation.
- Standard White Urethane Paint
- Two operator's manuals and two service manuals.
- 5 lb. fire extinguisher.
- ANSI A92.2-2015 data plate.

STANDARD SOURCEWELL OPTIONS: Option prices per Sourcewell contract #012418-TIM in addition to above price.

- 24" x 30" platform with liner / cover in lieu of the above 24" platform with liner / cover _____ \$699.00
- Secondary stowage system _____ \$602.00

OPEN MARKET REQUESTED OPTIONS: Prices shown in addition to above Sourcewell price.

- Full body harness and lanyard _____ \$281.00
- Hydraulic platform leveling _____ \$179.00
- 8" x 19" x x8" polyethylene tool tray _____ \$227.00
- Lift eye on outer boom with 500 lbs. capacity _____ \$69.00
- Extra operator's and service manuals _____ \$74.00
- Chassis insulating system (Lower boom insert) _____ \$1,350.00
- Emergency lowering for upper boom only _____ \$278.00
- Two speed throttle for Ford F550 gas engine _____ \$191.00
- Two (2) Ecco 3965A amber LED oval strobe lights, two (2) Ecco 3810A amber surface LED strobe lights mounted in front grille, white reflective striping on rear of body, seven (7) prong trailer socket, one (1) back up alarm, spray in bed liner on floor and walls of service body, one (1) black LED GoLight mounted on roof of cab with hand held wireless remote control, one (1) 3000 watt pure sine wave inverter mounted in front body compartment with auxiliary outlet at rear of truck and a second outlet mounted behind passenger seat in cab, TAC8 traffic advisor 48" light mounted below tailshelf, and Legacy 48" bar light with yellow/white strobes mounted on the cab roof _____ \$8,578.00
- 2022 Ford F550 XL 4x2 regular cab/chassis including 84" CA, 19,500 GVWR, 7.3L gas engine, 10-speed auto transmission, power equipment group, engine block heater, utility lighting system, 397 amp alternator, AM/FM/MP3 with Sync communication and entertainment system, limited slip 4.88 ratio, trailer brake controller, platform running boards, audible lane departure warning, pre-collision assist, 110V/400W outlet in dash, cruise control, four (4) sets of keys, 40/20/40 split bench seat, and rear view camera in lieu of the above Dodge 5500 4x2 cab/chassis _____ \$1,242.00
- 133" long Knapheide service body with 36" tailshelf, Class 5 ICC bumper LED light package, four (4) D-ring tie downs at curbside cargo wall, nine (9) drawer unit for RH SP 17.5" W x 11.62 D x 11" H, 5.25" W x 2.75" H x 11.25" D installed in middle of compartment in lieu of the above steel body _____ \$7,009.00

TOTAL PRICE

TOTAL PRICE F.O.B. SPRINGFIELD, ILLINOIS:	\$109,599.00
DELIVERY FREIGHT TO BLOOMINGTON, ILLINOIS:	\$ 148.00
COMPLETE TOTAL PRICE F.O.B. BLOOMINGTON, ILLINOIS:	\$109,747.00

TERMS: Net 30 days. MSO sent after receipt of payment.

SHIPMENT: Approximately 265 days ARO or 60 days after receipt of chassis, whichever is later.

Thank you for considering <VERSALIFT> to meet your utility equipment needs. We look forward to earning your business.

Best Regards,

STAN TOMCHESSON

Government Contracts Sales Coordinator

Phone: (254) 399-2167

Email: StanTomchesson@versalift.com

City Manager, Tim Gleason approval

Date Signed





CONSENT AGENDA ITEM NO. 8.I

FOR COUNCIL: April 26, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Purchase of a 2021 Ford F150 Pickup Truck from Roesch Ford of Bensenville, Illinois, using the Northwest Municipal Suburban Purchasing Contract (#178, exp. 1/22/2022), in the amount of \$35,548, and Authorization to Dispose of the current unit by online public auction, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Purchase and Disposal 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: Public Works is recommending the purchase of one 2021 Ford F150 for use by the Public Works Water Division, from Roesch Ford of Bensenville, Illinois, in the amount of \$35,548, through the Northwest Municipal Suburban Purchasing Contract #178, exp. 1/22/2022.

A bid was released on March 24, 2021, and due to the City on April 6, 2021. The City received one bid from Bob Ridings Ford of Taylorville, Illinois, and one no-bid from Gilliford Services Inc. of Urbana, Illinois (that is not a vehicle manufacturer dealer). There were no local bids. Purchasing this unit through the Northwest Municipal Suburban Purchasing Contract saves the City \$1,037 when compared to the bid that was received through the bidding process. A separate item on tonight's agenda is recommended to reject the bid.

Source	Total Cost
Bob Ridings	\$36,585
Northwest Municipal Suburban Purchasing Contract #178 (Roesch Ford)	\$35,548

The current unit is 15 years old and has 37,332 miles. The maintenance cost to date is \$5,121.85. Recent repair issues with this unit have included rusted and seized brakes, battery, and tires. In addition, the body is rusted through, has paint delamination, and is deteriorated beyond cost effective repair.

A pickup truck will be more efficient for staff who perform work in remote locations. The new unit will allow for the transportation of tools, materials, and water quality testing

equipment that is used throughout the water distribution system. A pickup truck will greatly reduce the number of trips for supplies, minimizing travel times, and increasing staff productivity when supervisors are needed in the field.

Staff requests that the replaced unit be declared surplus and sold at public auction at publicsurplus.com. It is expected to sell for \$1,200.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because the unit will be used daily in order to perform maintenance tasks, including testing water quality throughout the distribution system, rebuilding pumps, and changing oil and filter on pump motors and HVAC systems. It will also improve efficiency for staff who perform work in remote locations by allowing them to carry more equipment.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The request for bids was advertised in *The Pantagraph* and ProcureNow website on March 24, 2021.

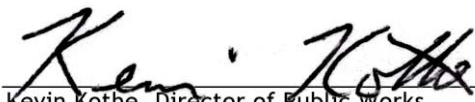
FINANCIAL IMPACT: The FY 2021 Budget under the Water Administration-Capital Outlay Licensed Vehicle Cash account (50100110-72130) has \$32,059.00 budgeted. The unit will cost \$35,548.00. If approved a budget transfer of \$3,489 from Water Administration-Architectural & Engineering Services for Capital account (50100110-70051) to the Water Administration-Capital Outlay Licensed Vehicle Cash account (50100110-72130) will be processed so the full amount can be paid out of the Licensed Vehicle account. Stakeholders can locate the item in the FY 2021 Budget Book titled "Other Funds & Capital Improvement" on pages 116, 117 and 229.

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

Respectfully submitted for Council consideration.

Prepared by: Rob Krones, Superintendent of Fleet Management

Reviewed by:



Kevin Kothe, Director of Public Works

4/14/2021



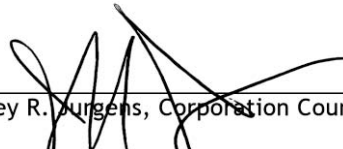
Carla Murillo, Procurement Manager

4/15/2021



Chris Tomerlin, Budget Manager

4/15/2021



Jeffrey R. Jurgens, Corporation Counsel

4/20/2021



Tara Henry, Legislative Assistant

4/21/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

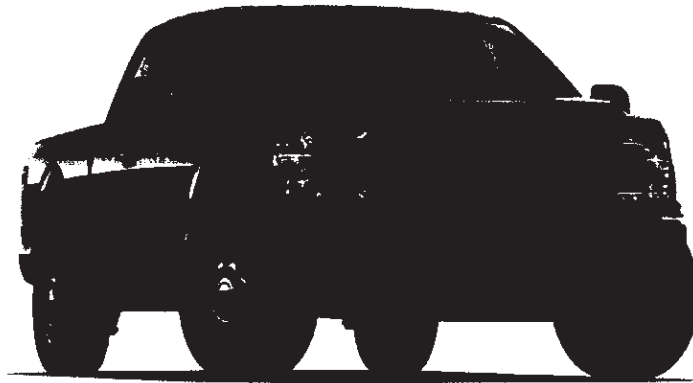
- PW 7B Quote_W02 Water Division Vehicle Replacement 04262021



2021 FORD F-150 XL 4X2

PICKUP

CONTRACT # 187



Tentative Order Cut-Off June 2020

ROESCH FORD COMMERCIAL TRUCK CENTER

Brian Kilduff

briankilduff@roeschtrucks.com

630-279-6000 X2245

www.roeschford.com

SUBURBAN PURCHASING COOPERATIVE (SPC) PFP

#187

2021 Ford F-150 Regular Cab

Plus Option Packages & Other Options

2021 Ford F-150 XL Regular Cab

STANDARD EQUIPMENT

**Dealer Agrees to Furnish Price/Total Bid as Specified
With All Standard Equipment Below with No Deletions:**

\$19,850.00

Destination & Delivery Charges Included

**3 Year 36,000 Mile Limited Bumper to Bumper
Warranty**

5 Year 60,000 Powertrain Warranty

Free Delivery Within 50 Miles of Dealership

REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES STANDARD EQUIPMENT

MECHANICAL

- 3.3L V6 PFDI with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x2/4x4; NA with 157" or 163.7" WB)
- 2.7L V6 EcoBoost® with Auto Start-Stop Technology (standard 4x2 with 157" or 163.7" WB)
- 5.0L V8 with Auto Start-Stop Technology and Flex-Fuel Capability (standard 4x4 with 157" or 163.7" WB)
- 4x4 Electronic-Shift-On-the-Fly (ESOF) with Neutral Towing Capability
- ★ Auto Hold
- Axle, Front – Independent Front Suspension (IFS)
- Brakes – 4-Wheel Disc with ABS
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Trail – 4x2 only
- Selectable Drive Modes: Normal, ECO, Sport, Tow/Haul, Slippery, Deep Snow/Sand, Mud/Rut – 4x4 only
- Electronic Ten-Speed Automatic Transmission (NA w/★3.5L PowerBoost Full Hybrid V6 Engine)
- Fail-Safe Cooling
- Jack
- Electric Parking Brake
- SelectShift® Automatic Transmission with Progressive Range Select
- Shock Absorbers, Gas – Heavy-Duty, Front
- Shock Absorbers, Gas – Heavy-Duty, Outboard Mounted, Rear
- Springs, Front – Coil
- Springs, Rear – Leaf, Two-Stage Variable Rate
- Stabilizer Bar, Front
- Steering – Power, Rack-and-Pinion

EXTERIOR

- 170 Degree Rear-Door (SuperCab)
- Bumper and Fascia, Front – Black
- Bumper, Rear – Black
- Cargo Lamp – integrated with Center High-mounted Stop Lamp (CHMSL)
- Daytime Running Lamps (DRL) (On/Off Cluster Controllable)
- Easy Fuel® Capless Fuel-Filler
- Exhaust – Single Rear
- F-150 Fender Badge
- Fuel Tank
 - Standard Range 23 Gallon (Regular Cab and SuperCab)
 - Standard Range 26 Gallon (SuperCrew®)
- Fully Boxed Steel Frame
- Grille – Black two-bar style with black surround and black accents
- Handles, Black – Door and Tailgate with Black Bezel
- Hooks – Pickup Box Tie-Down, four (4)
- Hooks – Front Tow 4x4, two (2)
- Mirrors, Sideview – Manual-folding, Manual Glass with Black Skull Caps
- Spare Tire Carrier – Rear Under Frame
- Spare Tire/Wheel Lock
- Stone Cuffs, Front & Rear
- Tailgate Lift Assist
- Tailgate – removable with key lock
- Tires
 - 245/70R 17 BSW all-season tires (A/S) BSW 4x2
 - 265/70R 17 OWL all-terrain tires (A/T) 4x2 – Diesel SuperCrew® 157"
 - 265/70R 17 OWL all-terrain tires (A/T) 4x4
- Trailer Sway Control
- Trailer Towing – 4-pin wiring, ball mounting provisions in rear bumper
- Wheels – 17" silver steel
- Wipers – Intermittent speed

INTERIOR/COMFORT

- 1st Row Manual Windows (Regular Cab and SuperCab)
- 1st Row Power Windows (SuperCrew®)

INTERIOR/COMFORT (continued)

- 2nd Row Fixed Windows (SuperCab)
- 2nd Row Power Windows (SuperCrew®)
- 4" Productivity Screen in Instrument Cluster
- Center-stack
 - 8" Screen
 - Audio Controls
 - USB charging ports – two (2)
 - USB data charging ports – two (2)
- Air Conditioning Registers – Black Vanes with Chrome Knob
- Auxiliary Audio Input Jack
- Black Vinyl Floor Covering
- Compass Display in Instrument Cluster
- Dome Light
- Fade-to-Off Interior Lighting
- Gauges and Meters – Fuel, Oil Pressure, Transmission Temperature and Engine Coolant Temperature Gauges; Speedometer, Odometer and Tachometer
- Grab Handles
 - Front – A-Pillar, Driver and Passenger Side
 - Rear – B-Pillar (SuperCrew®)
- Horn – Dual-Note
- Manual Air Conditioning, Single Zone
- Manual Locks
- Outside Temperature Display
- Powerpoint 12V
- ★ Pro Power Onboard – 2.4KW (★3.5L PowerBoost Full Hybrid V6 Engine only)
- Rear-window with Fixed Glass and Solar Tint
- Rearview Mirror, Day/Night
- Scuff Plate, Driver and Front-Passenger Doors
- Seat, Front
 - Cloth 40/20/40
 - 2-Way manual driver/passenger
 - Armrest
- Seat, Rear
 - Cloth
 - USB charging ports – two (2)
 - 60/40 flip-up split seat (SuperCab)
 - 60/40 flip-up split seat with elongated cushion (SuperCrew®)
- Steering Wheel, Black Urethane – Manual Tilt/Telescoping and Manual Locking
- Visor, Driver Side; Visor with Mirror, Passenger-Side

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™)
- Airbags
 - Driver and Passenger Front Airbags
 - Driver and Passenger Seat-Mounted Side Airbags
 - Safety Canopy® Side-Curtain Airbags (1st and 2nd row coverage)
- Curve Control
- Halogen Headlamps
- Rainlamp Wiper Activated Headlamps
- Seat Belts, Active Restraint System (ARS). Three-point Manual Lap/Shoulder Belts with Height Adjusters, Pretensioners & Energy Mgmt Retractors on Outside Front Positions. Includes Autolock Features for Child Seats
- SecuriLock® Passive Anti-Theft System (PATS)
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)

FORD CO-PILOT360™ TECHNOLOGY

- Autolamp – Auto On/Off Headlamps
- Auto High Beams
- Lane-Keeping System
- Pre-Collision Assist with Automatic Emergency Braking (AEB) (Pedestrian Detection, Forward Collision Warning, Dynamic Brake Support)
- Rear View Camera with Dynamic Hitch Assist

REGULAR CAB / SUPERCAB / SUPERCREW® – XL SERIES

STANDARD EQUIPMENT

FUNCTIONAL

- AM/FM Stereo (speakers; four (4) with Regular Cab, six (6) with SuperCab and SuperCrew®)
- FordPass Connect™ (4G)
 - 4G LTE Wi-Fi hotspot connects up to 10 devices¹
 - Schedule specific times to remotely start vehicle²
 - Locate parked vehicle²
 - Check vehicle status²

Note: Ford Telematics™ and Data Services Prep included for Fleet ONLY: FordPass Connect™ 4G Wi-Fi Modem provides data to support telematics and data services including but not limited to vehicle location, speed, idle time, fuel, vehicle diagnostics and maintenance alerts. Device enables telematics services through Ford or authorized providers. Activate at www.fleet.ford.com or call 833-FCS-Ford. (833-327-3673)

- Hill Start Assist
- ★ SYNC® 4
 - 8" LCD Capacitive Touchscreen with Swipe Capability
 - Wireless Phone Connection
 - Cloud Connected
 - AppLink® w/App Catalog
 - 911 Assist®
 - Apple CarPlay® and Android Auto™ Compatibility
 - Digital Owner's Manual

¹ Wi-Fi hotspot includes wireless data trial that begins upon AT&T activation and expires at the end of 3 months or when 3GB of data is used, whichever comes first, but cannot extend beyond the trial subscription period for remote features. To activate, go to www.att.com/ford

² FordPass Connect (optional on select vehicles), the Ford Pass App., and Complimentary Connected Services are required for remote features (see FordPass Terms for details). Connected Service and features depend on compatible AT&T network availability. Evolving technology/cellular networks/vehicle capability may limit functionality and prevent operation of connected features. Connected services excludes Wi-Fi hotspot.

☐	Item/Description	Code	Price
☐	Regular Cab XL 4x4	F1E	\$3,625.00
☐	SuperCab XL 4x2	X1C	\$2,804.00
☐	SuperCab XL 4x4	X1E	\$5,092.00
☐	SuperCrew XL 4x2	W1C	\$5,356.00
☒	SuperCrew XL 4x4	W1E	\$9,085.00
Free Standing Options			
☐	Axle Upgrade	XL	\$525.00
☒	LT245/OR17E BSW all terrain tires	T7C	\$272.00
☐	Skid Plates	413	\$148.00
☐	Floor Liner — Tray style	47R	\$148.00
☐	Snow Plow Prep	68P	\$47.00
☐	Trailer Tow Package -Incl. Pro Trailer Backup Assist (47E) Note: Ordering the Trailer Tow Package does not include Trailer Tow Mirrors. Trailer Tow Mirrors are a standalone option and must be ordered separately. (Option Code: 54Y/59S) Note: Ordering the Trailer Tow Package does not include Integrated Brake Controller (67T). Integrated Brake Controller (67T) is a standalone option and must be ordered separately	53A	\$916.00
☒	Backup Alarm System	85H	\$115.00
☐	Black Platform Running Boards	18B	\$231.00
☐	Box Side Steps	63S	\$299.00
☐	BoxLink (includes four (4) premium locking cleats)	55B	\$73.00
☐	Chrome front and rear bumpers (requires 595 Fog Lamps)	17C	\$161.00
☒	Daytime Running Lamps (DRL) Note: The non-controllable 942 Daytime Running Lamps (DRL) replace the standard Daytime Running Lamps (DRL) (On/Off Cluster Controllable)	942	\$41.00
☒	Engine Block Heater	41H	\$83.00
☐	Fog Lamps	595	\$128.00
☐	Foldable Pickup Box Bed Extender	63E	\$231.00
☐	Front License Plate Bracket (standard in states where required by law, opt. to all others)	153	N/C
☒	Integrated Trailer Brake Controller	67T	\$253.00
☐	Manual-folding, Power Glass Sideview Mirrors with Heat, Turn Signal, AutoDimming Feature (Driver's Side), High-intensity LED Security Approach Lamps, LED Sideview mirror lights and Black Skull Caps (incl. interior autodimming rearview mirror) (req. Rear-Window, Fixed Privacy Glass with Defroster 924/57Q)	54R/59S	\$280.00/\$161.00
☐	Manual-folding, Manually Telescoping, Power Glass Trailer Tow Mirrors with Heat, Turn Signal, High-Intensity LED Security Approach Lamps, LED Sideview mirror lights and Black Skull Caps (Req. 53A Trailer Tow Pkg. and Rear-Window, Fixed Privacy Glass with Defroster 924/57Q)	54Y/59S	\$364.00/\$161.00
☐	Power Passenger Seat 10-way	61P	\$323.00
☐	Power-Sliding Rear-Window with Privacy Glass and Defroster Note: N/A with option 54R or 54Y	435/57QtT	\$323.00/\$203.00
☒	Rear-Window, Fixed Privacy Glass with Defroster	924/57Q	\$92.00/\$203.00
☐	Reverse Sensing System	76R	\$253.00
☐	Single-w/SiriusXM Radio Note: Includes a 6-month prepaid subscription. Service is not available in Alaska and Hawaii.	582	\$180.00
☐	Tailgate Step (with Tailgate Lift Assist)	63T	\$345.00
Factory Invoiced Accessories (FIA) shipped separately from the vehicle for dealer installation			
☐	Bed Divider (req. 55B BoxLink TM; NA with 90R Stowable Loading Ramps)	90D	\$272.00
☐	Tonneau Pickup Box Cover — Hard (NA with 90R Stowable Loading Ramps) Note: Tonneau cover does not provide a permanent seal from dust & moisture intrusion	96X	\$916.00
☐	Tonneau Pickup Box Cover — Soft Folding (NA with 90R Stowable Loading Ramps) Note: Tonneau cover does not provide a permanent seal from dust and moisture intrusion	96T	\$483.00
Custom Accessories Pre-Installed			
☐	Drop-in Bedliner	96P	\$323.00
☐	Red / Blue LED Warning Strobes — custom accessory, pre-installed; includes two (2) LED warning lights visible on either side of stop light bar and two (2) LED lights visible between lower windshield and hood (Driver side — Red / Passenger side — Blue) Note: Not available with Amber LED Warning Strobes 94S	94R	\$667.00
☐	Amber LED Warning Strobes — custom accessory, pre-installed; includes two (2) LED Amber warning lights visible on either side of stop light bar and two (2) LED Amber lights visible between lower windshield and hood Note: Not available with Red Blue LED Warnin Strobes 94R	94S	\$621.00
☒	Spray-in Bedliner	96W	\$548.00

☐	Stowable Loading Ramps (req. 558 BoxLink™; NA with 90D Bed Divider, 96X Tonneau Pickup Box Cover — Hard or 96T Tonneau Pickup Box Cover — Soft Folding)	90R	\$548.00
Interior			
☒	Key Interior Colors Black / Medium Earth Gray	AG	N/C
☐	Cloth 40/20/40 Front Seat (standard)		N/C
☒	Vinyl 40/24/40 Front-Seat	AG	N/C
Seat Color			
☐	Stone Gray	D1	N/C
☐	Med Earth Gray		N/C
☐	Dark Gray		N/C
☐	Agate Black	UM	N/C
☐	Carbonized Grt	M7	N/C
☐	Antimaster Blue	HX	N/C
☐	Race Red	PQ	N/C
☐	Velocity Blue	E7	N/A
☐	Iconic Silver	JS	N/C
☒	Oxford White	YZ	N/C
☐	Velocity Blue	E7	N/C
☐	Green	GR	\$608.00
☐	Orange	MB	\$608.00
☐	School Bus Yellow	B1	\$608.00
☐	Vermillion Red	E4	\$608.00
☐	Yellow	AT	\$608.00
Other			
☐	Powertrain Care 3 Year 100,000 Warranty 4x2 Gasoline Motor		\$730.00
☐	Powertrain Care 3 Year 100,000 Warranty 4x4 Gasoline Motor with Snow Plow Prep		\$1,480.00
☐	Engine Idle Shut Down (N/A with reverse sensing)Duration__ Minutes		\$257.00
☐	Full Size Spare with Box Delete Option		N/A
☐	Spare Tire Delete for Pick Up		N/A
☐	Detailed CD Rom Shop Manual		\$295.00
☒	Delivery More than 50 Miles		\$150.00
☐	License & Title — M Plates (Shipped)		\$158.00
Series			
☐	Regular Cab 4x2 6.5' Box 122.5"	FIC	\$19,850.00
☐	Regular Cab 4x4 6.5' Box 122.5"	FIE	\$23,475.00
☐	Regular Cab 4x2 8' Box 141"	FIC	\$20,135.00
☐	Regular Cab 4x4 8' Box 141"	FIE	\$3,910.00
☐	SuperCab 4x2 6.5' Box 145"	XIC	\$2,804.00
☐	SuperCab 4x4 6.5' Box 145"	XIE	\$5,092.00
☐	SuperCab 8' Box 163.7"	XIC	\$4,089.00
☐	SuperCab 4x4 8' Box 163.7"	XIE	\$7,377.00
☐	supercrew 5.5' Box 145"	WIC	\$5,356.00
☐	supercrew 4x4 5.5' Box 145"	WIE	\$9,085.00
☐	supercrew 4x2 6.5' Box 157"	WIC	\$7,790.00
☐	supercrew 4x4 6.5' Box 157"	WIE	\$10,760.00
☐	3.3L V6 PFDI with Auto Start-Stop & Flex Fuel Capacity	99B	N/C
☐	2.7L V6 EcoBoost with Auto Start-Stop — Standard on 4x2 with 157" or 163.7" WB	99P	\$916.00
☒	5.0L V8 with Auto Start-Stop & Flex-Fuel Capability standard on 4x4 with 157" or 163.7 WB	995	\$1,836.00
☐	3.5L V6 EcoBoost with Auto Start-Stop	994	\$2,388.00
☐	3.0L Valve DOHN Power Stroke V6 Turbo Diesel B20 with Auto Start-Stop	991	\$4,596.00
☐	Electronic 10-Speed Automatic Transmission with Selectable Drive Modes	44G	STD
Equipment Group			
☒	XL Power Equipment Group REG CAB/ OTHER	85A	\$893.00/\$1077.00
☐	4.2" Productivity Screen with compass in instrument cluster INCLUDED IN 101A		N/C
☐	SYNC Enhanced Voice Recognition Communications & Entertainment System	52P	STD
☐	XL Chrome Appearance Package	86A	\$553.00
☐	FX4 Off Road Package	55A	\$832.00
☐	CNG/Propane Gaseous Engine Prep Pack	98G	\$289.00
☒	Class IV Trailer Hitch	53B	\$88.00
☐	Cruise Control		\$225.00

☐	FX4 Off Road Package	55A	\$832.00
☐	CNG/Propane Gaseous Engine Prep Pack	98G	\$289.00
☐	Class IV Trailer Hitch	53B	\$88.00
☐	Max Trailer Tow Package	53C	\$1,192.00
☐	2.7L V6 EcoBoost Payload Package	622	\$691.00
☐	Heavy Duty Payload Package	627	\$1,560.00
Additional Options (please list)			
☐	Premium Care Ext. Warranty 6yr/75,000 Mile 4x2		\$1,690.00
☐	Premium Care Ext. Warranty 7yr/75,000 Mile 4x2		\$1,950.00
☐	Premium Care Ext. Warranty 6yr/75,000 Mile 4x4		\$2,385.00
☐	Premium Care Ext. Warranty 7yr/75,000 Mile 4x4		\$2,685.00
☐	Wheel Well Liners		\$195.00
☐	Mud Guards (4)		\$195.00
☒	Rustproofing		\$375.00
☒	Undercoating		\$250.00
☒	Corner Strobes-LED (4)		\$895.00
☐	7.5 Western Plow- PRO		\$5,225.00
☐	XLT PKG 300A		\$3,932.00
☐	XLT PKG 301A		\$4,961.00
☐	XL-Equipment Group 101A		\$1,891.00
☐	XL-Sport Appearance PKG		\$713.00
☐	Snow Deflector		\$259.00
☒	Chip Key (Key Only)		\$135.00
☐	Extra Key - Flob		\$295.00
☐	Carpeting XL PKG		\$139.00
☐	Seating-XL 40/Console/40 Cloth		\$272.00
☐	SSV- Special Service Vehicle PKG 40/Blank/40		\$47.00
☐	BLIS - Cross Traffic Alert -XLT		\$543.00
☐	Adaptive Cruise Control -XLT		\$1,151.00
☐	Manual Telescoping/Power Glass Trailer Tow Mirror	54Y	\$364.00
☐	Remote Start-Ford Aftermarket		\$425.00
☐	Delete Carpeting XLT		N/C
☐	8 Way Power Driver Seat	91P	\$330.00
☒	110V/400W Outlet (1) Outlet	91V	\$200.00

Please enter the following:

Agency Name & Address

City of Bloomington
336 South Main St
Bloomington IL 61701

Contact Name

Rob Krone

Phone Number

309-434-2296

Purchase Order Number

Total Dollar Amount

\$35,548.00

Total Number of Units

1

Tax Exempt Number

Delivery Address

Please Submit P.O. & Tax Exempt Letter with Vehicle Order:

Roesch Ford Commercial Truck Center
333 W. Grand Ave.
Bensenville, IL 60106
Phone: (630)279-6000
Fax: (630)451-3509
Contact: Brian Kilduff
Brian Kilduff briankilduff@roeschtrucks.com
Fred Seng fredseng@roeschtrucks.com
Patti Ferrarini pattiferrarini@roeschtrucks.com

If We Have Missed An Option, Please Contact Our Office



CONSENT AGENDA ITEM NO. 8.J

FOR COUNCIL: April 26, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve a Contract with Donohue & Associates, Inc., for Settled Water Piping Improvements Design, in the amount not to exceed \$61,500, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Contract be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

-Objective 2b. Quality water for the long term

BACKGROUND: Public Works is recommending the approval of a Contract with Donohue & Associates, Inc., for Settled Water Piping Improvements Design, in the amount not to exceed \$61,500.

The Water Treatment Plant has four ClariCones that soften the water. ClariCones 1 and 2 were installed in 1986, and ClariCones 3 and 4 were installed in 1999. A high-pH lime slurry is added to the ClariCones to remove water hardness by precipitation. Most of the hardness is precipitated as sludge which is drained from the ClariCones. Some of the hardness remains in the settled water leaving the ClariCones. This remaining hardness can precipitate in the plant piping as lime scale before the settled water is stabilized by the recarbonation process. Over time, this lime scale builds up in the piping, causing less water to flow out of each ClariCone. If not maintained, these pipes will eventually reduce the Water Treatment Plant capacity to less than the customer demand and result in a daily water shortage.

The consultant's effort will include design and permitting for the effluent piping improvements. Construction is targeted for Fall 2021 through Spring 2022 (low demand period). The construction work will be bid and brought back for Council approval. The work will include the installation of access hatches that will allow for the scheduling of routine cleaning and maintenance of the piping and allow for a permanent increase in the daily amount of water that can be treated.

Through Request for Qualifications (RFQ) 2019-34 (Resolution 2019-18), the City Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2019-34 established eight categories of services and identified qualified vendors to provide services in each category. City staff reviewed the eight engineering firms under the Potable Water category, which is the key design service of the project as described above and determined Donohue & Associates to be the most qualified firm to do the work a best meets

the City's needs. Based on Donohue & Associates' selection under RFQ 2019-34 and their experience in potable water work, Donohue & Associates was asked to submit a proposal for scope and fees associated with the Settled Water Piping Improvements Design. The vendor chosen for this project utilized a qualifications-based selection process, and, therefore, the City's local preference policy does not apply.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because the water piping is critical infrastructure for the City of Bloomington water system and is in need of improvements to maintain the Water Treatment Plant's capacity. Delay of this project may cause an impact to system operations and water production.

The Water Fund is an Enterprise Fund that generates fees for funding its operations. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

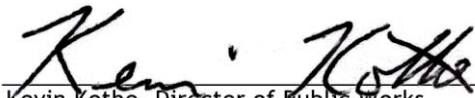
FINANCIAL IMPACT: If approved, \$61,500 will be paid out of the FY 2022 Water Mechanical Maintenance-Architectural & Engineering Services for Construction account (50100160-70051). \$40,000 was included for this project in the FY 2022 budget. Review of other projects in the same account indicates that funding is available to make up for the \$21,500 difference. Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 91, 169, 215, 235 and 236.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment. Objective UEW-1.5. Reliable water supply and distribution system that meets the needs of current and future residents, and Objective UEW-1.6. Continue to participate in regional efforts to establish a sustainable and responsible water supply; Goal CF-1. Continue to provide quality public facilities and services. Objective CF-1.2. Ensure the community facilities provide the greatest cost-benefit ratio to the population served; Goal CF-2. Provide public services in a fiscally, socially and environmentally responsible manner.

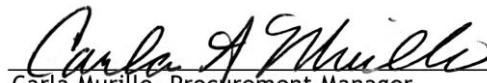
Respectfully submitted for Council consideration.

Prepared by: Aaron Kinder, Superintendent of Mechanical Maintenance

Reviewed by:


Kevin Kothe, Director of Public Works

4/14/2021


Carla Murillo, Procurement Manager

4/16/2021


Chris Tomerlin, Budget Manager

4/19/2021


Jeffrey R. Jurgens, Corporation Counsel

4/20/2021


Tara Henry, Legislative Assistant

4/21/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 1B Contract_Settle Water Piping Improvements Design 04262021

CITY OF BLOOMINGTON CONTRACT WITH
Donohue & Associates. Inc.
FOR PROFESSIONAL SERVICES FOR
Settled Water Piping Improvements Design

THIS AGREEMENT, dated this 26th day of April _____, 2021, is between the City of Bloomington (hereinafter "CITY") and Donohue & Associates. Inc. (hereinafter "CONTRACTOR").

NOW THEREFORE, the parties agree as follows:

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

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

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

- ☐ A flat fee of \$ _____ as set forth in the payment terms attached as Exhibit B.
- ☒ Fees as set forth in the Payment Terms attached as Exhibit B.

Section 4. Default and Termination. Either party shall be in default if it fails to perform all or any part of this Contract. If either party is in default, the other party may terminate this Contract upon giving written notice of such termination to the party in default. Such notice shall be in writing and provided thirty (30) days prior to termination. The non-defaulting party shall be entitled to all remedies, whether in law or equity, upon the default or a violation of this Contract. In addition, the prevailing party shall be entitled to reimbursement of attorney's fees and court costs.

Section 5. Reuse of Documents. All documents including reports, drawings, specifications, and electronic media furnished by CONTRACTOR pursuant to this Contract are instruments of CONTRACTOR'S services. Nothing herein, however, shall limit the CITY'S right to use the documents for municipal purposes, including but not limited to the CITY'S right to use the documents in an unencumbered manner for purposes of remediation, remodeling and/or construction. CONTRACTOR further acknowledges any such documents may be subject to release under the Illinois Freedom of Information Act.

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

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

Section 8. Insurance Requirements. CONTRACTOR shall maintain an errors and omissions policy in the amount of \$2,000,000.00 and shall further maintain general liability insurance for bodily injury and property damage arising directly from its negligent acts or omissions, with general limits not less than \$2,000,000.00. Certificates of insurance shall be provided to CITY and CITY shall be named as an additional insured under the policy.

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

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

Section 11. Compliance with Laws. CONTRACTOR agrees that any and all work by CONTRACTOR shall at all times comply with all laws, ordinances, statutes and governmental rules, regulations and codes.

Section 12. Compliance with FOIA Requirements. CONTRACTOR further explicitly agrees to furnish all records related to this Contract and any documentation related to CITY required under an Illinois Freedom of Information Act (ILCS 140/1 et. seq.) ("FOIA") request within five (5) business days after CITY issues notice of such request to CONTRACTOR. CONTRACTOR agrees to not apply any costs or charge any fees to the CITY regarding the procurement of records required pursuant to a FOIA request. CONTRACTOR shall be responsible for any damages/penalties assessed to CITY for CONTRACTOR'S failure to furnish all documentation in CONTRACTOR'S possession responsive and related to a request within five (5) days after CITY issues a notice of a request.

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

Section 14. Joint Drafting. The parties expressly agree that this agreement was jointly drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing it terms prior to execution. Therefore, this agreement shall be construed neither against nor in favor of either party, but shall construed in a neutral manner.

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

Section 16. Paragraph Headings. The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

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

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

☐ One year from the date of execution.

☐ Two years from the date of execution.

☐ Other: _____

The Contract shall also be subject to the following renewal terms, if any: NONE

Notwithstanding anything herein, the provisions in Sections 7 and 12 shall survive termination.

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

CITY OF BLOOMINGTON

Donohue & Associates, Inc.

By: _____
Its City Manager

By:  _____
President

ATTEST:

By: _____
City Clerk

By:  _____
Vice President

EXHIBIT A
PROJECT DESCRIPTION/SCOPE OF SERVICES/TIMING



A. PROJECT DESCRIPTION

The Water Division of the City of Bloomington's Public Works Department ("City") owns and operates a public water system that serves customers within the City's corporate limits. The City owns a water treatment plant that is located north of the City and that facility conveys finished water to the distribution system within the City. The water treatment plant consists of lime water softening Claricone structures that discharge settled water to the re-carbonation basins.

The piping conveying the settling water has scaled up and has resulted in reduced treatment capacity. The reduced capacity is a significant concern to the City during the high water demand months. Due to the piping configuration it is very difficult to get access into the piping to perform jetting and cleaning operations.

This project consists of performing an evaluation of the alternatives for the best location of the vaults and piping modifications needed to allow for cleaning operations; development of construction documentation including construction plans and specifications; and bid phase services.

B. SCOPE OF SERVICES

Basic Services to be provided by Donohue for this Project under this Agreement are as follows:

General

1. Construction bidding documents will be prepared for construction by a single prime Contractor.
2. Specifications will be prepared in general conformance with the 50-division format of the Construction Specifications Institute (CSI).
3. Drawings will be developed using Donohue's CADD standards.
4. Deliverables shall be in the form of .pdf electronic documents as well as AutoCAD drawings unless noted otherwise. Drawing deliverables shall be 11x17.

1. Preliminary Evaluation

- 1.1 Prepare a detailed list of information items desired from the City. This list will include such things as construction drawings and other pertinent information to help the project team assess the existing piping layout and potential conflicting piping arrangements.
- 1.2 Review the existing drawings and piping configuration and desired cleanout locations.

- 1.3 Coordinate with the cleaning and jetting company to determine access requirements for cleaning equipment and method for collecting and removing residual materials from the vaults.
- 1.4 Workshop #1 - Prepare for and coordinate a collaboration workshop with the City and the cleaning company to discuss vault locations and piping access requirements.
- 1.5 Develop conceptual layout alternatives for vault locations and piping modifications.
- 1.6 Develop settled water pumping calculations for temporary pumps to be installed on the effluent boxes. Temporary pumping alternatives will be evaluated for use during high demand months to provide extra capacity until the pipe cleaning can be scheduled and completed; and for possibility that bypassing the settled water piping may be required during construction.
- 1.7 Workshop #2 - This workshop will review the alternative layouts developed and the temporary pumping considerations, including potential electrical load impacts for the temporary pumping. The workshop activities and results will be summarized in a TM.
- 1.8 Prepare a preliminary evaluation technical memorandum documenting the evaluation of alternatives and recommended improvements.
- 1.9 Workshop #3 – This workshop will be to review the preliminary evaluation technical memorandum, recommendations and obtain input from the City. Finalize preliminary evaluation technical memorandum.

2. Project Development and Management

- 2.1 Assign Terry Boyer, PE, as the Project Manager who will coordinate Project activities and will be the principal liaison between the OWNER and ENGINEER.
- 2.2 Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.
- 2.3 If required, conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.
- 2.4 Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project invoicing routine.

3 Design Services

3.1 Process Design and Layout Phase

- 3.1.1 Perform preliminary piping and valve selection based on preferences of OWNER's staff and ENGINEER recommendations.
- 3.1.2 Prepare design calculations for the proposed piping systems and structural improvements.
- 3.1.3 Determine sizing requirements for the new piping and valve system components, structural improvements, and ancillary support systems.
- 3.1.4 Perform limited topographic site survey services as needed to design the Project.
- 3.1.5 The project, as currently defined, does require the construction of new structures at the site. These structures are to be constructed around operational piping. The City at this time has not identified any major structural or geotechnical issues in the proposed locations. Therefore, based on those facts, no geotechnical investigations are planned at this time for the design work as provided for in this Scope of Services.
- 3.1.6 Prepare flow sheets for the proposed improvements and valve positioning required to accomplish cleanout operations and conduct an internal flow sheet review meeting.
- 3.1.7 Develop new process motor list and other electrical loads, primarily for the temporary pumping configurations as well as any new electric valve actuators.
- 3.1.8 Identify major utilities and their approximate locations within the Project site limits.
- 3.1.9 Utilizing available facility drawings and mapping, field visit observations, and discussions with OWNER, prepare preliminary layout drawings for Project facilities and conduct an internal preliminary layout review meeting.
- 3.1.10 Prepare a process design and layout phase submittal consisting of written descriptions of the Project indicating the proposed facilities along with the basis for selection, the final design criteria, a summary of preliminary design calculations, a listing of any potential conflicts including environmental impacts and recommended solutions, the identification of any areas where NFPA 820 exemptions should be obtained, any special construction requirements/procedures that may be known at the preliminary design stage, and the process design and layout phase drawings.
- 3.1.11 Prepare a preliminary opinion of the probable construction cost based on the preliminary layout drawings.
- 3.1.12 Perform an internal quality review of the preliminary layout drawings, project design description, and preliminary opinion of the probable construction cost.

- 3.1.13 Submit up to four (4) printed sets (half-size drawings) and/or a PDF copy of the process design and layout phase submittal to the OWNER for review and comment.
- 3.1.14 Conduct a process design and layout review workshop with the OWNER's representatives to get their review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the process design and layout phase completion documents and incorporate comments and any necessary changes into the design.

3.2 Final Layout Phase

- 3.2.1 Complete hydraulic, structural, and other computations to define final size and location of new piping and cleanout vaults.
- 3.2.2 Develop final layout drawings, with designer notes for final layout review and approval.
- 3.2.3 Prepare an index of proposed specifications for the final layout submittal.
- 3.2.4 Update the opinion of the probable construction cost based on the completed final layout design documents.
- 3.2.5 Submit for review and comment by the OWNER up to four (4) printed sets and/or a PDF copy of the final layout drawings (half size), specifications index, the final design criteria, a summary of final hydraulic design calculations, any special construction requirements/procedures that may be known at the final layout design phase, a listing of permits required for construction approval, and the updated opinion of the probable construction cost.
- 3.2.6 Conduct a final layout review workshop with the OWNER to get the OWNER's review comments and input on any necessary changes for the Project design including design changes to reduce the construction cost. Prepare workshop notes documenting proposed changes to the final layout design completion documents and incorporate comments and any necessary changes into the design.

3.3 Final Design Construction Drawings Phase

- 3.3.1 After incorporation of the final layout workshop review comments and requested changes, prepare and distribute base sheet drawings to design disciplines in order to develop construction drawings for one bid package to be advertised for bids and to be constructed by one prime contractor.
- 3.3.2 Prepare construction specifications utilizing the ENGINEER's master specifications.
 - 3.3.2.1 Front end bidding and contract documents will be prepared using OWNER's Procurement front-end documents which replace the *EJCDC Advertisement for Bids, Instruction to Bidders, Bid Form, Bid Bond Form, Agreement Form, Performance Bond Form, and Payment Bond Form*. ENGINEER will include

an EJCDC *Standard General Conditions of the Construction Contract* front-end document and develop a *Supplementary Conditions of the Construction Contract* document based on EJCDC guidance documents and coordination with OWNER's front-end documents and procurement policies ENGINEER will provide information required by OWNER's Procurement Office to develop a Bid Form for the procurement documents.

- 3.3.2.2 Technical specifications will be prepared using the Construction Specifications Institute (CSI) 3-part format for 50 Divisions.
- 3.3.3 Conduct an internal meeting to coordinate location and specifications of wired components.
- 3.3.4 Perform an internal designer review of the prepared final design construction drawings and specifications and then incorporate review comments.
- 3.3.5 The opinion of the probable construction cost will be updated based on the prepared final design construction drawings and specifications after designer review comments are incorporated. Also, revise the opinion of probable construction cost if necessary after the quality review comments are incorporated.
- 3.3.6 Perform an internal quality review of the final construction drawings and specifications after designer review comments are incorporated. Incorporate quality review comments.
- 3.3.7 After incorporation of quality review comments, submit up to four (4) printed sets and/or a PDF copy of the final design construction drawings (half size), specifications, and updated opinion of the probable construction cost to the OWNER for review and comment.
- 3.3.8 Conduct a final construction drawings and specifications review workshop with the OWNER's representatives to get their review comments and input on any necessary changes for the Project design. Prepare workshop notes documenting proposed changes to the final construction drawings and specifications.
- 3.3.9 Prepare and assist the OWNER in submitting applications after incorporating the final design construction drawings and specifications workshop review comments into the final design documents to file for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project. Provide technical input and assist the OWNER in consultations with appropriate authorities as required to secure permits or approvals from the governmental authorities. The OWNER shall pay the fee cost for submitting all regulatory agency permit applications.
- 3.3.10 Incorporate review comments received from the OWNER and from the government agencies to which construction permit applications were submitted to finalize the drawings and specifications for bidding. Drawings for bidding purposes will be reproduced at half size unless electronically distributed. The final documents will be

signed and sealed by registered Professional Engineers in the State of Illinois. The drawings and specifications will be prepared for the designed improvements to be bid for one project.

4 Bid Phase Engineering Services

- 4.1 Transmit the final bidding and contract documents to OWNER in Adobe portable document format (PDF).
- 4.2 OWNER will execute all bidding activities related to advertisement, publication, notifications, addenda, communication with prospective bidders, and conducting pre-bid meeting(s).
- 4.3 Attend a pre-bid conference to describe the Project work and direct prospective bidder questions to OWNER's Procurement Office.
- 4.4 Prepare answers to bidding questions received from OWNER and transmit answers to OWNER.
- 4.5 Consult with OWNER concerning the acceptability of substitute materials and equipment proposed by contractors when substitution prior to the award of a contract is allowed.
- 4.6 The OWNER will conduct bid opening and prepare a bid tabulation. As requested by OWNER, prepare an analysis of bids and prepare recommendations for contract award.
- 4.7 The OWNER will prepare the construction contract.
- 4.8 The OWNER will assemble the executed Notice of Award and submit to the successful bidder for the construction contract. The OWNER will obtain executed Payment Bonds, Performance Bonds and Certificates of Insurance from said contractor and prepare Notice to Proceed for execution by the Owner and transmit to the Contractor.
- 4.9 After the construction contract is executed, provide the Owner with six (6) paper copies and one .pdf copy of the "Conformance" sets of plans and project manuals, which is defined as as-bid documents with addendum related items inserted directly into the body of the text of the Project Manual and in the Drawings, in lieu of in the front of the documents.

C. PROJECT TIMING

Donohue shall be authorized to commence the work set forth herein upon receipt of a Notice to Proceed from OWNER and will perform the work according to the following schedule:

Evaluation Phase: Within 45 calendar days of receipt of a notice to proceed.

Process Design and Layout Phase: Within 90 calendar days of receipt of a notice to proceed.

Final Layout Phase: Within 120 calendar days of receipt of a notice to proceed.

Final Design Construction Drawings Phase Permit Application Submittal(s): Within 150 calendar days of receipt of a notice to proceed.

PART II OWNER RESPONSIBILITIES

A. In addition to other responsibilities of Owner set forth in this Agreement, Owner shall:

1. Identify a person authorized to act as the Owner's representative to respond to questions and make decisions on behalf of Owner, accept completed documents, approve payments to Donohue, and serve as liaison with Donohue as necessary for Donohue to complete its Services.
2. Furnish to Donohue copies of existing documents and data pertinent to Donohue's Scope of Services, including but not limited to and where applicable: design and record drawings for existing facilities, surveys, geotechnical and environmental studies, or assessments.
3. Provide to Donohue existing information regarding the existence and locations of utilities and other underground facilities.
4. Provide Donohue safe access to premises necessary for Donohue to provide the Services.

EXHIBIT B
PAYMENT TERMS

WTP Pipe Cleaning Vault
City of Bloomington, Illinois
2020 Fee Estimate Summary
Donohue & Associates

IDOT OH Rate 1.4794 14.500%

Task Description	Sheet Count	Boyer	Neath	Macino	Rokita	Erickson	Sharpe	Total Hours	Total Direct Labor	IHDC	SBO	OH&DL	FF	Total Cost	Subtotals
		ENG VIII \$ 79.38	ENG IX \$ 77.80	ENG V \$ 60.50	ENG III \$ 51.06	ENG II \$ 48.40	Admin II \$ 25.17								
Project Management															
Prepare a Project plan that addresses the Project background and location; the Project purpose and description; OWNER and Project team member information and roles; a work outline for design services; Project schedule; Project budget by work tasks; and additional information that may be appropriate.		4			4			8	\$ 522			\$ 771.89	\$ 188	\$ 1,481	
If required, conduct a project kick-off meeting with the OWNER's representatives to review Project goals and objectives and to review the proposed Project schedule.		2			4	4		10	\$ 557			\$ 823.43	\$ 200	\$ 1,580	
Provide monthly progress reports to the OWNER to document services performed and schedule status. This is typically performed as part of the monthly Project Invoicing routine.		6			6			12	\$ 783			\$ 1,157.84	\$ 281	\$ 2,222	
Preliminary Evaluation															
Prepare a detailed list of information items desired from the City. This list will include such things as construction drawings and other pertinent information to help the project team assess the existing piping layout and potential conflicting piping arrangements.		1		1	2	2		6	\$ 339			\$ 501.22	\$ 122	\$ 962	
Review the existing drawings and piping configuration and desired cleanout locations.		2			4	4		10	\$ 557			\$ 823.43	\$ 200	\$ 1,580	
Coordinate with the cleaning and jetting company to determine access requirements for cleaning equipment and method for collecting and removing residual materials from the vaults.		1	1		4	2		8	\$ 458			\$ 677.89	\$ 165	\$ 1,301	
Workshop #1 - Prepare for and coordinate a collaboration workshop with the City and the cleaning company to discuss vault locations and piping access requirements.		2	1		4	2		9	\$ 538			\$ 795.33	\$ 193	\$ 1,526	
Develop conceptual layout alternatives for vault locations and piping modifications.		4			8	8		20	\$ 1,113			\$ 1,646.87	\$ 400	\$ 3,160	
Develop settled water pumping calculations for temporary pumps to be installed on the effluent boxes. Temporary pumping alternatives will be evaluated for use during high demand months to provide extra capacity until the pipe cleaning can be scheduled and completed; and for possibility that bypassing the settled water piping may be required during construction.		2	2	4	4			12	\$ 761			\$ 1,125.23	\$ 273	\$ 2,159	
Workshop #2 - This workshop will review the alternative layouts developed and the temporary pumping considerations, including potential electrical load impacts for the temporary pumping. The workshop activities and results will be summarized in a TMI.		4	2		8	8		22	\$ 1,269			\$ 1,877.06	\$ 456	\$ 3,602	
Prepare a preliminary evaluation technical memorandum documenting the evaluation of alternatives and recommended improvements.		2	1	4	12	12		31	\$ 1,672			\$ 2,473.68	\$ 601	\$ 4,747	
Workshop #3 - This workshop will be to review the preliminary evaluation technical memorandum, recommendations and obtain input from the City. Finalize preliminary evaluation technical memorandum.		4	1		6	6		17	\$ 992			\$ 1,467.68	\$ 357	\$ 2,816	

Task Description	Sheet Count	Boyer		Neath		Macino		Rokita		Erickson		Sharpe		Total Direct Labor	IHDC	SBO	OHxDL	FF	Total Cost	Subtotals
		ENG VIII		ENG IX		ENG V		ENG III		ENG II		Admin II								
		\$ 79.38		\$ 77.80		\$ 60.50		\$ 51.06		\$ 48.40		\$ 25.17								
Final Design Phase																				
Kick-off Site Visit			4							4				8	\$ 511	\$ 200	\$ 756.15	\$ 213	\$ 1,680	\$ 28,018
Geotech. Report - NOT APPLICABLE														-	\$ -		\$ -	\$ -		
Topographic Survey			1					2						3	\$ 182		\$ 268.51	\$ 65	\$ 2,015	
Final Calculations			1	1				2		4				8	\$ 453		\$ 670.02	\$ 163	\$ 1,286	
Preliminary Design Memo			1					6						7	\$ 386		\$ 570.66	\$ 139	\$ 1,095	
Process Flow Sheets and P&IDs			1					6						7	\$ 386		\$ 570.66	\$ 139	\$ 1,095	
Process Design Workshop			1	1				2						4	\$ 259		\$ 383.61	\$ 93	\$ 736	
Equipment RFP Selection														-	\$ -		\$ -	\$ -		
Preliminary Layout preparation, including coord. meetings			1	1				4		4				10	\$ 555		\$ 821.10	\$ 200	\$ 1,576	
Field verify piping locations vs. "As-Built"			1					4						5	\$ 284		\$ 419.59	\$ 102	\$ 805	
Review Preliminary Layout Drawings with District			2					4		4				10	\$ 557		\$ 823.43	\$ 200	\$ 1,580	
Compile Final Layouts			1	1				4						6	\$ 361		\$ 534.68	\$ 130	\$ 1,026	
Finalize Motor List & One Line Diagrams			1					1						2	\$ 130		\$ 192.97	\$ 47	\$ 370	
Prepare Final Layouts Phase Cost Opinion			1	1				4		4				10	\$ 555		\$ 821.10	\$ 200	\$ 1,576	
Review Final Layout Drawings with District			2					4		4				10	\$ 557		\$ 823.43	\$ 200	\$ 1,580	
Prepare Final Contract Documents to 95% completion level			1	1				8		8				18	\$ 953		\$ 1,409.66	\$ 343	\$ 2,705	
Internal QA-QC review and incorporation			2	4			2	6		6				20	\$ 1,188		\$ 1,757.11	\$ 427	\$ 3,372	
Update Cost Opinion			1					4		4				9	\$ 477		\$ 706.00	\$ 172	\$ 1,355	
Review 95% complete Drawings w/ District + incorp. comments			2	1				4		4				11	\$ 634		\$ 938.53	\$ 228	\$ 1,801	
Provide IEPA-permit documents to District			2	2				2						6	\$ 416		\$ 616.14	\$ 150	\$ 1,182	
IEPA permit approval of bidding documents			2	2				2						6	\$ 416		\$ 616.14	\$ 150	\$ 1,182	
														-	\$ -		\$ -	\$ -		
Bidding Phase																				
Issue bidding documents planholders			1					2						3	\$ 182		\$ 268.51	\$ 65	\$ 515	
Prepare for & attend Pre-Bid Conference			4					4						8	\$ 522		\$ 771.89	\$ 188	\$ 1,481	
Respond to bidders' questions			1				2	4		4				11	\$ 598		\$ 885.01	\$ 215	\$ 1,698	
Prepare & issue addenda			2					4						6	\$ 363		\$ 537.02	\$ 131	\$ 1,031	
Attend Bid Opening & evaluate bids														-	\$ -		\$ -	\$ -		
Assemble Notice of Award & Proceed														-	\$ -		\$ -	\$ -		
Print Executed Copies & Owner copy														-	\$ -		\$ -	\$ -		
Letter of award recommendation														-	\$ -		\$ -	\$ -		
Compile conformance project manual copies for District			1					4						5	\$ 284		\$ 419.59	\$ 102	\$ 805	
Compile conformance project drawing copies for District			1					4						5	\$ 284		\$ 419.59	\$ 102	\$ 805	
Total	-		72	23		13		157		98		-		363	\$ 21,051	\$ 200	\$ 31,143	\$ 7,597	\$ 61,491	\$ 61,491
Total Direct Labor Dollars by Staff		\$ 5,715	\$ 1,789	\$ 787	\$ 8,016					\$ 4,743		\$ -								TOTAL \$ 61,500



Illinois Department of Transportation

2300 South Dirksen Parkway / Springfield, Illinois / 62764

March 4, 2019

Subject: PRELIMINARY ENGINEERING
Consultant Unit
Prequalification File

Eric Cockerill
DONOHUE & ASSOCIATES, INC.
125 South Wacker Drive
Suite 1850
Chicago, IL 60606

Dear Eric Cockerill,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 29, 2017. Your firm's total annual transportation fee capacity will be \$27,200,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 147.94% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Office of Quality Compliance and Review in a pre-award audit.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 29, 2018. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,
Jack Elston, P.E.
Bureau Chief
Bureau of Design and Environment

SEFC PREQUALIFICATIONS FOR DONOHUE & ASSOCIATES, INC.

CATEGORY	STATUS
Special Services - Mechanical	X
Location Design Studies - Reconstruction/Major Rehabilitation	X
Highways - Roads and Streets	X
Special Studies - Pump Stations	X
Location Design Studies - Rehabilitation	X
Special Services - Sanitary	X
Special Services - Electrical Engineering	X
Structures - Highway: Simple	X
Structures - Highway: Typical	X
Hydraulic Reports - Pump Stations	X
Hydraulic Reports - Waterways: Complex	X
Hydraulic Reports - Waterways: Typical	X
Special Studies - Location Drainage	X

X	PREQUALIFIED
A	NOT PREQUALIFIED, REVIEW THE COMMENTS UNDER CATEGORY VIEW FOR DETAILS IN EPAS.
S	PREQUALIFIED, BUT WILL NOT ACCEPT STATEMENTS OF INTEREST



CONSENT AGENDA ITEM NO. 8.K

FOR COUNCIL: April 26, 2021

SPONSOR: Public Works Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement with Gildner, Inc., for the FY 2022 Sidewalk Vertical Displacement Repair Program (Bid #2021-29), in the amount of \$89,975.10, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Agreement be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5e. More attractive city: commercial areas and neighborhoods
- Objective 5b. City decisions consistent with plans and policies
- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of an agreement with Gildner, Inc., for the FY 2022 Sidewalk Vertical Displacement Program, in the amount of \$89,975.10. Vertical displacement sidewalk repair is commonly known as “grinding” and “saw cutting.” It is the process of sidewalk repair in which unevenness between two panels of sidewalk is resolved by cutting one or both panels and leaving a beveled edge. By repairing sidewalk panels rather than replacing them, the City sees significant cost savings. Only certain displacements are candidates for grinding/saw cutting. Some panels must be replaced. However, the City has hundreds of locations in which panel repair is appropriate, and this method generally costs a third or a quarter of the cost of sidewalk replacement, depending on the individual case.



A case study in Oakridge 3rd Addition, where sidewalk displacements were a chronic problem, found that the City saved at least \$38,000 by repairing panels where feasible instead of replacing panels along one mile of sidewalk. In 2018, the City spent \$12,407 on 233 grinds in Oakridge 3. The City would have spent approximately \$50,000 had it replaced those panels instead of fixing them.

Public Works began a grinding program with a pilot project in 2013 and began

grinding/saw cutting on a mass scale with individual displacement-removal contracts in 2016. Public Works has budgeted \$90,000 for grinding/saw cutting for FY 2022.

The Public Works Department prepared the FY 2022 Sidewalk Vertical Displacement Repair proposal package and advertised the project for competitive bids. Bids for this contract were received until 2:00 PM, March 30, 2021. Staff received two (2) bids and virtually opened them at 2:30 PM, March 30, 2021. The results are charted below. (Note: Displacement removals are measured in a unit called inch-feet, which is the average depth of the displacement times the length of the displacement).

Bidder	City, State	Bid Amount (Bid #2021-29)	Responsible Bidder?
Precision Concrete	Holland, MI	\$72,633.28	YES
Gildner, Inc.	Bloomington, IL	\$69,829.80	YES
<i>City Engineering Estimate</i>	<i>n/a</i>	<i>\$90,024.38</i>	<i>n/a</i>

The 5% local preference considered on this project did not come into effect. Gildner is a local firm who was the lowest priced, responsible bidder.

As a result of the low bid, Public Works requested an increase in quantity within the budgeted amount, because of the extensive repair needs throughout the City and the great value for this work. Gildner agreed with this request. Public Works views this quantity increase as being in the best interest of the City. Staff performed this coordination in accordance with the bidding language that indicates the bid is made with the understanding that the quantities are approximate only, and that the City of Bloomington expressly reserves the right to increase or reduce quantities as they may deem necessary, to reject any and all bids, and to waive technicalities. Therefore, Public Works recommends approval of the Gildner bid of \$27.15 per inch-foot, \$89,975.10 total, after the quantity increase.

The substantial completion date for this project is October 1, 2021.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because this program provides great value in addressing sidewalk accessibility throughout the City. Due to the lack of necessary equipment and staffing, this work is beyond the capability of city crews. However, it is required to maintain City infrastructure.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines. If revenue decreases substantially, work from this contract could be reduced even after this award. The contract stipulates that the City reserves the right to reduce the work performed at any time.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Request for Bids was advertised in *The Pantagraph* on March 10, 2021.

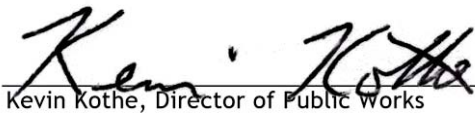
FINANCIAL IMPACT: If approved, \$89,975.10 will be awarded and paid from the Capital Improvement (Asphalt & Concrete) Fund-Sidewalk account (40120200-72560). Stakeholders can locate this in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on pages 64, 66, 168, 208 and 211.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system, Objective TAQ-1.2. Data-driven transportation infrastructure policy and management, Objective TAQ-1.4. Pedestrian safety for users of all transportation facilities with a Sidewalk Master Plan, and sidewalk system that provides safe access throughout the transportation network.

Respectfully submitted for Council consideration.

Prepared by: Steven Law, Civil Engineer II

Reviewed by:


Kevin Kothe, Director of Public Works

4/14/2021


Carla Murillo, Procurement Manager

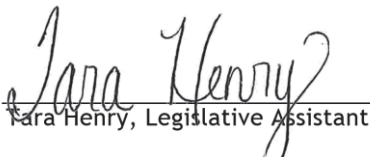
4/15/2021


Chris Tomerlin, Budget Manager

4/19/2021


Jeffrey R. Jurgens, Corporation Counsel

4/20/2021


Tara Henry, Legislative Assistant

4/21/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 2B Agreement_FY22 Vertical Displacement Program Agreement 04262021
- PW 2C Bid Tabulation_FY22 Vertical Displacement Program Agreement 04262021

AGREEMENT

THIS AGREEMENT, Made and entered into this **26th Day of April, 2021**, by and between, **Gildner, Inc.**, first party, also hereinafter referred to as "Contractor," and the City of Bloomington, a municipal corporation, second party.

WITNESSETH:

THAT WHEREAS, the City of Bloomington, did on **March 5, 2021**, by advertisement, call for bids for furnishing all labor and material for the construction of **FY 2022 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** project for said City.

AND WHEREAS, in pursuance of said call for bids said first party, did on **March 30, 2021**, submit this bid to said City of Bloomington for furnishing all of the labor and materials for the construction of said **FY 2022 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** on file in the office of the City Engineer of said City. A copy of which specifications, plans and profiles of said improvement on file in the City Engineer's Office are hereby referred to and made a part hereof by reference, and said first party being the lowest responsible bidder was awarded the contract for the construction of the said improvement, which bid of said Contractor is hereto attached and made a part hereof.

THEREFORE, it is covenanted and agreed upon the part of said first party that in consideration of the amounts to be paid by said City, he will furnish all labor, tools, machinery and materials for the construction of said improvement complete, in accordance with the said plans, profiles and specifications, call for bids, and said contractor's bid, each herein set out and made a part hereof.

And it is also understood and agreed that the Proposal Package, Specifications, Special Provisions, Contractor's Proposal, Contract Bond and Project Addenda hereto attached, and the Plans for **FY 2022 SIDEWALK VERTICAL DISPLACEMENT REPAIR PROGRAM** are all essential documents of this contract and are a part hereof.

IT IS FURTHER AGREED that said Contractor will furnish a bond to the City of Bloomington in the penal sum of **\$89,975.10** executed by said contractor and at least two responsible persons as sureties or by some surety company satisfactory to the said City of Bloomington and the City Council, as a guarantee that said Contractor faithfully will perform the work in accordance with this agreement.

Said bond shall be conditioned to save and keep harmless said City from any and all claims, demands, loss, suits, costs, expenses and damages which may be brought, sustained or recovered against said City by reason of any negligence, default or failure of the said contractor in building, constructing or completing said improvement and its appurtenances, or any part thereof, and that said improvement when constructed shall be free from all defects and remain in good order and condition for one year from its completion and acceptance by the City of Bloomington, ordinary wear and tear, and damage resulting from accident or willful destruction excepted; which bond is attached hereto and made a part hereof.

IT IS FURTHER AGREED that said Contractor shall complete all work by **October 1, 2021**.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that whenever the said City may deem necessary, additional or new bond shall be furnished by said Contractor with such sureties as will be satisfactory to the said City Council, as a guarantee that said Contractor will faithfully perform the work in accordance with the terms of this agreement.

IT IS FURTHER AGREED that should said Contractor fail to complete the work within the time herein specified for doing the same, then he shall pay the expense of the City Inspector or Inspectors from the date specified for completion until said work is completed and shall pay to the City all other expenses created by reason of such failure to complete said work in the specified time or by reason of such time being extended.

This agreement shall not be assigned, nor any part of the work subcontracted without the written consent of the City of Bloomington endorsed hereon, and in no case shall such consent relieve the party of the first part from the obligations herein entered into by said party, or change the terms of this agreement.

IT IS FURTHER STIPULATED AND AGREED by and between the parties hereto that all ordinances now in force in the City of Bloomington respecting and regulating public improvement, not in conflict with the terms of this contract, shall be a part and parcel of this contract.

The number of inspectors to be placed on said work shall be determined by the City of Bloomington, but if at any time on account of a disregard of any of the provisions of this contract by the said first party, or on account of the failure of

said first party to faithfully perform the work in accordance with this contract, additional inspectors shall be deemed necessary by said City, the pay of such additional inspectors shall be charged to said Contractor and be deducted from the amount due said Contractor on final settlement under this contract.

The Contractor and all persons employed on the work shall obey the instruction of the City Engineer or the inspector on said work. Any person who shall refuse or neglect to so obey, or who shall be deemed incompetent by said City Engineer or said Inspector shall at once be removed from the work by the Contractor when so required by said Engineer or Inspector.

The City of Bloomington hereby covenants and agrees, in consideration of the faithful performance of the covenants and agreements in this contract specified to be kept and performed by first party, to pay party of the first part, when this contract shall be wholly carried out and completed upon the part of the said Contractor, and when said work shall have been finally accepted by said City of Bloomington, the amounts set forth in first party's bid in manner as herein and in said call for bids provided.

IT IS EXPRESSLY UNDERSTOOD AND AGREED that this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://labor.illinois.gov/>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage requirements and notice and record keeping duties.

IT IS FURTHER AGREED AND UNDERSTOOD that the work to be done pursuant to this contract shall be done under the direction and to the satisfaction of the City of Bloomington, and that, except as otherwise provided in the said ordinance or the judgment of the court, said City, except as by law provided, or any officer thereof, shall not be liable for any portion of the expense of said work, nor for any delinquency or persons or property assessed.

This contract and the bond herein provided, shall be signed in triplicate and be subject to the approval of the City of Bloomington.

IN TESTIMONY WHEREOF the said first party has hereunto set his hand and seal, and the City of Bloomington has caused this agreement to be signed by its City Manager, its corporate seal to be attached, and said signing and sealing to be attested by its City Clerk on the day and year first above written.

(Seal)

ATTEST;

City Clerk

CITY OF BLOOMINGTON

By: _____
City Manager

WITNESS:

CONTRACTOR (Seal)

[Redacted Signature]

President

George Gildner, Inc.
2031 Ireland Grove Road
PO Box 846
Bloomington, IL 61702-0846

FY 2022 Vertical Displacement Repair Program
Project No. 50-13-53002-22-01
Bid No. 2021-29
Bid Tabulation

(For complete information covering these items, see plans and specifications)

PREPARED BY : S. Law
DATE : 3/30/2021

						George Gildner, Inc.		Precision Concrete	
						UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT
1	SAW CUTTING/GRINDING SIDEWALK, SPECIAL	Inch Feet	2572	\$35.00	\$90,020.00	\$27.15	\$69,829.80	\$28.24	\$72,633.28
Total						Total	\$69,829.80	Total	\$72,633.28



CONSENT AGENDA ITEM NO. 8.L

FOR COUNCIL: April 26, 2021

SPONSOR: Public Works Department and Information Technology Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve an Agreement between the City of Bloomington and Cloudpoint Geographics, Inc., in the amount of \$95,400 annually for a two-year period, for a total of \$190,800, for the purpose of providing Geographic Information System (GIS) Services, as requested by the Public Works Department and the Information Technology Department.

RECOMMENDED MOTION:

The proposed Agreement 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: Public Works and Information Technology are recommending approval of an Agreement between the City of Bloomington and Cloudpoint Geographics, Inc., in the amount of \$95,400 annually for a two-year period, for a total of \$190,800, for the purpose of providing Geographic Information System (GIS) Services.

The City has been using GIS software since 1996 to manage geographic data and create maps. Several city departments, including Information Technology, Police, Fire, and Public Works use the GIS daily. GIS software is used for creating, maintaining, and analyzing geographic data as well as powering interactive web mapping applications for both City staff and the public. Several interactive maps are already found on the City's website and this agreement will allow for additional functionality on the website.

The agreement with Cloudpoint is necessary to bring the City's GIS software and its infrastructure up-to-date. It allows for increased effectiveness in the use of the GIS software on a daily basis for both city employees and the public. Cloudpoint will provide:

- ❖ Large-scale GIS deployment throughout City departments
- ❖ Mobile applications so that employees can access GIS data while at work sites
- ❖ Public applications and online mapping for data access
- ❖ Employee training
- ❖ 24/7 user support, technical assistance, and troubleshooting
- ❖ Interdepartmental requests and communication
- ❖ Advice on best practices for future decisions regarding GIS

Through Request for Qualifications (RFQ) 2019-34 (Resolution 2019-18), the City Council approved a list of prequalified vendors for Architectural and Engineering Services. RFQ 2019-

34 established eight categories of services and identified qualified vendors to provide services in each category. City staff reviewed the four engineering firms under the Asset Management category, which is the key service of the project as described above and determined Cloudpoint Geographics to be the most qualified firm to do the work. Based on Cloudpoint Geographics' selection under RFQ 2019-34 and their experience with the City's GIS system through previous agreements, Cloudpoint Geographics was asked to submit a proposal for scope and fees associated with Geographic Information System services. Their prior work will be useful as that same information will be migrated to the new system as part of the process. The prior work/services provided by this firm have been of high quality making the firm the best fit for the City. The vendor chosen for this project utilized a qualifications-based selection process and therefore, the City's local preference policy does not apply.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this expenditure is necessary, because the City's GIS system is used on a daily basis by multiple departments in the management of City operations and infrastructure and this agreement provides for the needed ongoing software upgrades.

The Finance Department is monitoring the financial impact of the pandemic. It has reviewed the costs associated with the project and believes adequate funding is available given there may be a need to use fund reserves within fund balance guidelines.

The Storm Water Fund, Sanitary Sewer Fund, and Water Fund are Enterprise Funds that generate fees for funding their operations. Storm Water Fund fees are intended/dedicated solely for the support of storm water services to the City, including infrastructure expenditures, such as keeping lakes and streams clean, maintaining waterways to minimize erosion and damage to adjacent property, maintaining detention basins to reduce flooding and filter out pollution, street sweeping, and inlet maintenance and repairs. Sanitary Sewer Fund fees are intended/dedicated solely for the support of sanitary sewer services to the City, including infrastructure expenditures, such as ongoing maintenance and repairs to sanitary sewer and combined sewer infrastructure, emergency cave-ins, and sewer cleaning. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds, which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: If approved \$95,400 will be paid out of the FY 2021 Budget and \$95,400 out of the FY 2022 Budget to account for the 2-year agreement which amount to a total of \$190,800 for both fiscal years. This amount has been included in the FY 2021 & FY 2022 Public Works budget as follows.

10016210-70220 (Engineering Administration-Other Professional & Technical Services) for \$23,850 per year/\$47,700 in total.

50100110-70220 (Water Administration-Other Professional & Technical Services) for \$23,850 per year/\$47,700 in total.

51101100-70220 (Sanitary Sewer-Other Professional & Technical Services) for \$23,850 per year/\$47,700 in total.

53103100-70220 (Storm Water- Other Professional & Technical Services) - for \$23,850 per year/\$47,700 in total.

Stakeholders can locate the FY 2021 amounts in the FY 2021 Budget Books titled “Budget Overview & General Fund” on page 298 for Street Maintenance portion and “Other Funds & Capital Improvement” on page 116 for the Water portion, page 139 for the Sanitary Sewer portion and page 145 for the Storm Water portion.

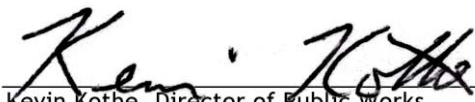
Stakeholders can locate the FY 2022 amounts in the FY 2021 Proposed Budget Books titled “Budget Overview & General Fund” on page 240 for Street Maintenance portion and “Other Funds & Capital Improvement” on page 82 for the Water portion, page 95 for the Sanitary Sewer portion and page 99 for the Storm Water portion.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.1. Maintain the existing City operated infrastructure in good condition by prioritizing maintenance over building new and implementing fees to cover costs. Goal TAQ-1. A safe and efficient network of streets, bicycle-pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system. Objective TAQ-1.2. Data-driven transportation infrastructure policy and management.

Respectfully submitted for Council consideration.

Prepared by: Joe Palma, Engineering Technician

Reviewed by:



Kevin Kothe, Director of Public Works

4/14/2021



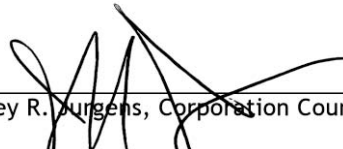
Carla Murillo, Procurement Manager

4/15/2021



Chris Tomerlin, Budget Manager

4/19/2021



Jeffrey R. Jurgens, Corporation Counsel

4/20/2021



Tara Henry, Legislative Assistant

4/21/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- PW 3B Agreement_GIS Services Agreement with Cloudpoint 04262021

MANAGED GIS SERVICES AGREEMENT

This GIS SERVICES AGREEMENT (hereafter "Contract") is entered between City of Bloomington (hereafter "Client") and Cloudpoint Geospatial, Inc. (hereafter "Cloudpoint"). Said GIS services will be available to the Client under this contract.

SCOPE AND DUTIES. Cloudpoint agrees to provide Client with GIS consulting services as described in more detail on the "**EXHIBIT A- SCOPE OF SERVICES / WORK PROVIDED**" documentation that is attached to this Contract. Client understands and agrees that additional services beyond those described on the attachment are not included in the scope of this Contract. Cloudpoint shall provide those services reasonably required to assist Client and shall take reasonable steps to keep Client informed of the progress of its services and to respond to Client's inquiries. Client shall keep Cloudpoint advised of any changes in Client's physical address, email address, telephone number or similar location and contact information.

REQUIREMENTS. Client agrees to provide the following requirements as part of this contract in order to meet the items specified in the scope of services.

- a) Client shall maintain and keep current all software maintenance or subscription costs necessary to accomplish the tasks listed in the scope of services herein
- b) Client shall maintain the necessary hardware devices to accomplish the tasks listed in the scope of services herein. Cloudpoint will not be obligated to provide support services for hardware/devices that are more than five (5) years old.
- c) Client will provide remote access capabilities, with admin privileges, allowing designated Cloudpoint staff to start, stop, and or troubleshoot any services relating to the Client's enterprise GIS system. Client agrees to provide access that is not contingent on the availability of city staff members.

EFFECTIVE DATES: This contract will extend for a period of two (2) years with the initial term beginning on April 28, 2021 continuing through and including April 30, 2023, at which time the Contract shall conclude unless extended by mutual agreement of both Cloudpoint and Client.

PAYMENT TERMS. An invoice for \$95,400 for the first year of managed GIS services will be payable upon receipt of invoice on April 28, 2021 with the invoice for the second year of managed GIS services payable on or after May 1, 2021.

ADDITIONAL SERVICES. Client understands and agrees that, if Client desires additional GIS services from Cloudpoint or a separate project that falls outside of the scope listed herein, these services will be available at the standard hourly billing rates shown in the attached schedule.



INDEMNIFICATION: Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other (in the capacity of "Indemnatee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of such Indemnitor's negligent acts, errors or omissions in the performance of professional services including breach of any obligation under this Agreement, except to the extent caused by the negligent or intentional act or omission of the Indemnatee or its agents.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$100,000. Such causes included, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

SIGNATURES. In witness thereof, **CITY OF BLOOMINGTON** and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein on this _____ day of _____, _____ A.D.

Signed

Name

Title

Address

City, State, Zip

Signed- Cloudpoint Geospatial, Inc.

Jonathan J. Hodel, P.E., GISP

Name

President

Title

1407 W. Front St., PO Box 1017

Address

Roanoke, IL 61561

City, State, Zip

EXHIBIT A- SCOPE OF SERVICES

Cloudpoint agrees to provide the following base professional services as part of this agreement:

Managed Professional GIS Services (Standard Level)

- 24/7 remote GIS technical support
- Serve as GIS coordinator meeting with key personnel on a regular basis
- Remote meetings with GIS staff, internal departments, external contractors, & consultants
- Assistance with integrating 3rd party software systems
- Troubleshooting connection issues to GIS servers and editing workflows
- Assistance with GIS network architecture design
- Provisioning for GIS data backups
- Respond to digital GIS data requests from outside entities
- Semi-annual GIS update meetings (in person) with key personnel to review GIS progress and discuss future plans
- Administration on the following enterprise applications:
 - ArcGIS Enterprise
 - ArcGIS Online
- Support for advanced enterprise GIS applications such as GeoEvent Server
- ArcGIS Enterprise management and enterprise software upgrades (1 per year)
- Data conversion and migration to industry standard formats such as Esri's Local Government Information Model
- Mobile GIS deployment and user support

Additional Managed GIS Services Included (Client Specific)

- Setup & deployment of ArcGIS mobile applications (Collector, Navigator, Workforce, Survey123)
- Training* and technical support for Client staff on any of the following:
 - ArcGIS Pro Desktop software
 - Enterprise & ArcGIS Online administration
 - ArcGIS web applications including AGO Maps, Web AppBuilder, Dashboards, Workforce
- Routine GIS Updates - this consists of providing routine GIS data updates such as the following:
 - Adding small sets of data received from consultants, contractors, developers, or others
 - Updating county-level imagery layers
 - Web and Mobile mapping application updates
- Configure web mapping applications using WebApp Builder or Operations Dashboard for non-GIS users and editors where applicable (up to 4 applications per year**)
- Document and maintain ongoing GIS master plan with semi-annual updates
- Back end GIS server, database, and schema updates necessary for integrating Tyler MUNIS system (Cloudpoint is not responsible for integration within the Tyler MUNIS interface)

- Coordination with outside agencies including McLean County GIS Consortium (McGIS), McLean County, Town of Normal, MetCOM, and Bloomington Township

Not included: Data collection, creation, cleanup, extraction, feature edits

*Training hours include a maximum number of hours per year which varies by department. Totals are listed in the pricing schedule.

**Includes Esri's configurable applications through ArcGIS Online or Portal. More information on these applications can be found at <https://doc.arcgis.com/en/arcgis-solutions/industries/public-works.htm>. Applications requiring specialized coding will be charged additional pricing for custom development.

EXHIBIT B- STANDARD HOURLY BILLING RATES

Listed below are the standard hourly billing rates for Cloudpoint personnel effective January 1, 2021.

Professional Services	Class	Hourly Rate
Principal*	PR	\$195
Program Manager / Director*	PM	\$185
Senior GIS Manager*	GISM 2	\$180
GIS Manager*	GISM 1	\$175
Senior Engineer / Analyst / Developer	GISA 5	\$185
Geospatial (Solutions) Engineer / GIS Analyst / Developer 4	GISA 4	\$170
Geospatial (Solutions) Engineer / GIS Analyst / Developer 3	GISA 3	\$155
Geospatial (Solutions) Engineer / GIS Analyst / Developer 2	GISA 2	\$140
Geospatial (Solutions) Engineer / GIS Analyst / Developer 1	GISA 1	\$125
Senior GIS Professional	GISP 5	\$165
GIS Associate / Professional 4	GISP 4	\$150
GIS Associate / Professional 3	GISP 3	\$145
GIS Associate / Professional 2	GISP 2	\$130
GIS Associate / Professional 1	GISP 1	\$115
Senior GIS Technician	GIST5	\$140
GIS Technician 4	GIST4	\$130
GIS Technician 3	GIST3	\$110
GIS Technician 2	GIST2	\$95
GIS Technician 1	GIST1	\$75
GIS Intern	GINT	\$70
Administrative	Admin	\$60
* denotes management level personnel		



CONSENT AGENDA ITEM NO. 8.M

FOR COUNCIL: April 26, 2021

SPONSOR: Public Works Department

WARD IMPACTED: Ward 4

SUBJECT: Consideration and action on a Resolution Approving Loan Agreements with the Illinois Environmental Protection Agency from the Water Pollution Control Loan Program and Public Water Supply Loan Program for the Construction of the Locust Street CSO Elimination and Water Main Replacement Phase 2, in the amount of \$4,223,890, as requested by the Public Works Department.

RECOMMENDED MOTION:

The proposed Resolution be approved.

STRATEGIC PLAN LINK:

-Goal 2. Upgrade City Infrastructure and Facilities

STRATEGIC PLAN SIGNIFICANCE:

- Objective 2c. Functional, well maintained sewer collection system
- Objective 2b. Quality water for the long term
- Objective 2a. Better quality roads and sidewalks

BACKGROUND: Public Works is recommending the approval of a Resolution approving loan agreements with Illinois Environmental Protection Agency (IEPA) from the Water Pollution Control Loan Program and Public Water Supply Loan Program for the Construction of the Locust Street CSO Elimination and Water Main Replacement Phase 2, in the amount of \$4,223,890, which is an increase of \$11,300 from the amount approved by Council on February 8, 2021. The resolution will allow the City to execute agreements with the Illinois Environmental Protection Agency (IEPA) to borrow funds from the Water Pollution Control Loan Program and the Public Water Supply Loan Program. Execution of the agreements will occur once the IEPA concurs with the City's Notice of Intent to Award the Agreement to Stark Excavating, Inc. (Bid #2021-18), and returns the loan documents.

At the February 8, 2021, Council meeting, Council gave approval for a resolution that conditionally accepted two low-interest, twenty-year loans to finance the construction of the Locust Colton Phase 2 project, in the amount of \$4,212,591. The loans are through the IEPA's Water Pollution Control Loan Program and Public Water Supply Loan Program. This resolution's acceptance of the loans is contingent on review by the Legal Department and the terms of the loans remaining germane to the interest rate of 1.35 percent and terms published on the IEPA's website and attached. This should be the interest rate assigned to the loans to the City, but the IEPA does not guarantee a locked-in rate until the agency provides the City the loan documents.

These loan documents are still forthcoming and depend on the IEPA's concurrence with the Notice of Intent to Award an agreement to the lowest responsible bidder. Due to the

extended amount of time it has taken the IEPA to process the contract documents, a letter of bid extension was requested from Stark Excavating to be provided to the IEPA, certifying the prices that they bid were still valid outside of the 60-day period they are normally held. Stark Excavating was not able to hold all material pricing for the project to the originally bid price, because material prices increased from the time they originally bid. These changes were reflected in an increase of \$11,300, which are highlighted in the attached bid prices. With those changes, the total amount will be \$4,223,890. The estimated \$4,223,890 borrowed will be repaid in two payments each year, totaling approximately \$145,385 per year from the Sewer Fund and Storm Water Fund, split evenly, and \$96,309 per year from the Water Fund. This is an approximation, and the final amount for each payment will be contingent on the final construction costs. A change order was not necessary for this increase as the award document, notice to proceed and purchase order have not been processed pending IEPA approval.

The City's original cost estimate included borrowing \$5,300,000 for Phase 2 construction, but even with the increased material prices, the cost came in lower than the estimate, at \$4,340,000 for the base bid and the alternate bid. It was also lower than the original next closest bid. The increased total is still lower than the original cost estimate.

Public Works does not currently have the loan documents assigned to the City for execution. However, this project is time sensitive, with a completion date of November 26, 2021, in the specifications and in accordance with our permit with the IEPA. Stark Excavating has asked for additional time because of the IEPA review period. Based on coordination with Stark Excavating and IEPA, staff is supportive of revisiting this request at a later date. IEPA requested that this time extension change not be addressed until the agreement has been processed and returned to the City. Staff will bring this back to Council for further consideration, as needed, at a later date.

To stay on schedule with the IEPA, construction is planned to begin this spring with a completion date of November 26, 2021. Looking to the future, Phase 3 construction is planned to start Spring 2022, Phase 4 is planned to start construction in Spring 2023, and the remaining phases are scheduled for every other year starting in 2026 and ending in 2030.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this project is a priority of the City, and staff is recommending it be approved. The project is a priority, because the IEPA is requiring the City to eliminate combine sewer overflow, per the terms of the City's existing permit.

The Storm Water Fund, Sanitary Sewer Fund, and Water Fund are Enterprise Funds that generate fees for funding their operations. Storm Water Fund fees are intended/dedicated solely for the support of storm water services to the City, including infrastructure expenditures, such as keeping lakes and streams clean, maintaining waterways to minimize erosion and damage to adjacent property, maintaining detention basins to reduce flooding and filter out pollution, street sweeping, and inlet maintenance and repairs. Sanitary Sewer Fund fees are intended/dedicated solely for the support of sanitary sewer services to the City, including infrastructure expenditures, such as ongoing maintenance and repairs to sanitary sewer and combined sewer infrastructure, emergency cave-ins, and sewer cleaning. Water Fund fees are intended/dedicated solely for the support of water services to the City, including infrastructure expenditures, such as the water treatment plant, water mains, and water meters. The use of fund balance (reserves) is common practice for Enterprise Funds,

which oftentimes accumulate fund balance to be used for the execution of larger projects/purchases.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: Due to current social distancing circumstances, affected public have been notified via letters at major stages of design and bidding as construction approached. These letters included information regarding the scope of the project, as well as direction to the project update page on the City website. Members of the public were invited to contact associated City staff, who have been available to answer all questions they may have, via call or email.

FINANCIAL IMPACT: If approved, a twenty (20) year loan repayment, beginning May 2022, on an estimated \$4,223,891 in loan eligible project costs, is projected as follows:
\$72,693/year paid by Sanitary Sewer Fund from the Sanitary Sewer-IEPA Loan principal account (51101100-73196) and the Sanitary Sewer-IEPA-Interest account (51101100-74196),
\$72,693/year paid by Storm Water Fund from the Storm Water-IEPA Loan principal account (53103100-73196) and the Storm Water-IEPA-Interest account (53103100-74196), and
\$96,309/year paid by the Water Fund from the Water Administration-IEPA Loan principal account (50100110-73196) and the Water Administration-IEPA Interest account (50100110-74196).

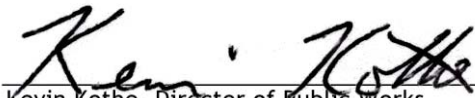
Stakeholders can locate this project in the FY 2021 Budget Book titled “Other Funds & Capital Improvement” on pages 117, 140, 147, 249, 250, 289, 309, 310, 334, 337, 338, 346, 347 and 348.

COMMUNITY DEVELOPMENT IMPACT: Goal UEW-1. Provide quality public infrastructure within the City to protect public health, safety and the environment, Objective UEW-1.5 Reliable water supply and distribution system that meets the needs of the current and future residents, Objective UEW-1.7 Reliable and efficient collections systems (sanitary sewer, combined sewer, and storm sewer systems) to protect public health, safety and the environment; Goal TAQ-1. A safe and efficient network of streets, bicycle- pedestrian facilities and other infrastructure to serve users in any surface transportation mode, Objective TAQ-1.1. Maintenance and development of a continuous network of arterial, collector and local streets that provides for safe and efficient movement of people, goods and services between existing and proposed residential areas and major activity centers, maximizes walkability, and provides multimodal linkages to the state and interstate highway system.

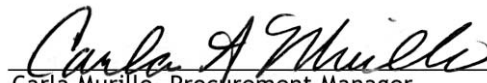
Respectfully submitted for Council consideration.

Prepared by: Dominic Kallas, Civil Engineer I

Reviewed by:


Kevin Kothe, Director of Public Works

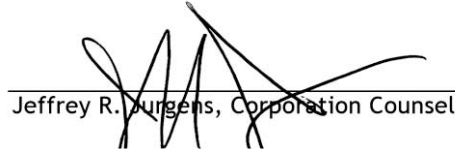
4/14/2021


Carla Murillo, Procurement Manager

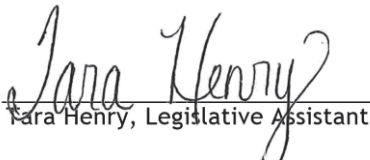
4/15/2021


Chris Tomerlin, Budget Manager

4/15/2021


Jeffrey R. Jurgens, Corporation Counsel

4/20/2021


Tara Henry, Legislative Assistant

4/21/2021

Recommended by:


Tim Gleason, City Manager

Attachments:

- PW 9B Resolution_Locust Colton CSO Elimination Phase 2 Resolution Amendment 04262021
- PW 9C Sample Loan Terms_Locust Colton CSO Elimination Phase 2 Resolution Amendment 04262021
- PW 9D Justification_Locust Colton CSO Elimination Phase 2 Resolution Amendment 04262021

RESOLUTION NO. 2021 - _____

A RESOLUTION APPROVING LOAN AGREEMENTS WITH THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY FROM THE WATER POLLUTION CONTROL LOAN PROGRAM AND PUBLIC WATER SUPPLY LOAN PROGRAM FOR THE CONSTRUCTION OF THE LOCUST STREET CSO ELIMINATION AND WATER MAIN REPLACEMENT PHASE 2 AND MODIFYING THE INTENT TO AWARD AND AGREEMENT AMOUNT

WHEREAS, the City Council approved an ordinance on March 26, 2020, authorizing the borrowing of \$9.6 million, necessary for the application of loans with the Illinois Environmental Protection Agency (IEPA) for the Locust Street CSO Elimination and Water Main Replacement Phases 2, 3, and 4; and

WHEREAS, the City received notification on September 2, 2020, that they had been selected to receive the two loans necessary to execute the construction of the Locust Street CSO Elimination and Water Main Replacement Phase 2; and

WHEREAS, the IEPA has posted its interest rates, effective from July 1, 2020, to June 30, 2021, for both programs to be 1.35 percent; and

WHEREAS, the IEPA has posted sample terms for the loan programs, but has not provided the City with their specific loan documents until the IEPA has received the Notice of Intent to Award from the City; and

WHEREAS, the City Council approved a resolution on February 8, 2021, Resolution 2021-8, authorizing the borrowing of \$4,212,590 from the Water Pollution Control Loan Program and Public Water Supply Loan Program, necessary for the construction of the Locust Street CSO Elimination and Water Main Replacement Phase 2; and

WHEREAS, the processing of contract documents and loan review by the IEPA has taken longer than 60 days, which is the length of time that the contractor's bid prices were valid, causing the IEPA to request an extension of bids; and

WHEREAS, Stark Excavating, Inc., can no longer furnish certain materials at the originally bid costs, causing an increase in material costs of \$11,300, and has furnished a 30-day extension of the new costs to May 8, 2021; and

WHEREAS, the IEPA has indicated that the increase in material costs of \$11,300 is loan eligible, resulting in a total loan authorization of \$4,223,890; and but

WHEREAS, since a notice to proceed, award document and purchase order have not been processed, a change order is not needed, however the amounts in the Intent to Award and Agreement with Stark will be amended as set forth herein; and

WHEREAS, the City Council finds it to be in the best interests of the City to approve the resolution to amend the amount of the loans necessary for construction of the Locust Street CSO Elimination and Water Main Replacement Phase 2.

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

That the recitals are incorporated herein, the amount of the total loan authorization, the intent to award and agreement with Stark Excavating shall amended as set forth herein and shall supersede and replace the amount in Resolution 2021-8, and the City Manager is authorized to enter into an agreement, and execute any related documents, with the IEPA, in an amount not to exceed \$4,223,890, upon receipt of the loan documents and legal review and approval of the loan documents, for the construction of the Locust Street CSO Elimination and Water Main Replacement Phase 2.

ADOPTED this 26th day of April 2021.

APPROVED this ____ day of April 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

Loan Terms for the IEPA SRF Program FY 2020

IEPA State Revolving Fund (SRF) loan terms are determined by the type of project, which can be either drinking water/public water supply (PWS) or wastewater/water pollution control (WPC). The base loan program interest rate is the same for both PWS and WPC. The base interest rate adjusts annually on July 1st and remains in effect for each State Fiscal Year (FY), which starts July 1st and ends one year later, on June 30th. All loans are subject to the interest rate in effect at the time a loan agreement is issued. Once a loan agreement is issued, that loan has a fixed interest rate for the entire loan repayment period.

The loan program rules include provisions for incentives such as reduced interest rates, partial principal forgiveness, and extended repayment periods for qualifying applicants. The criteria used to determine PWS incentive qualification are found in Sections 662.210 and 662.250 of the Procedures for Issuing Loans from the PWSLP and the annual Intended Use Plan (IUP) which is available on our website. For PWS loans, the Agency may adjust qualifying criteria annually on July 1st. The criteria used to determine WPC incentive qualification are found in Sections 365.210 and 365.250 of the Procedures for issuing Loans from the WPCLP. These loan program regulations are available on the Agency's website. For both loan programs, community specific information such as unemployment are subject to change. The final decision for incentive qualification will be determined at the time a loan agreement is issued using updated Census Bureau and Department of Labor data.

Applicants that qualify for principal forgiveness will not have a repayment obligation for a portion of their loan. Principal forgiveness and/or a reduced interest rate will reduce the loan payment amount and possibly the associated increases to the user charges. Principal forgiveness is not guaranteed until a loan agreement is issued. The IUP lists the amount of available principle forgiveness for each FY. The available amount is distributed on a "first come, first served" basis and it may be used up before other qualifying projects obtain a loan agreement.

Base interest rate: 2.00% for FY 2020

Interest Rate Reductions:

1. Small Community Rate = 75% of the base interest rate: Service population must be less than 25,000 and one of the following criteria must be met; MHI less than the State MHI; or an unemployment rate greater than State average; or annual user charge greater than 1.0% of applicant's MHI.
2. Hardship Rate = 1.0% loan interest rate: Service population must be less than 10,000 and one of the following criteria must be met; MHI less than 70% of the State MHI; or an unemployment rate 3% greater than State average; or annual user charge greater than 1.5% of applicant's MHI.

3. Environmental Discount Rate = 0.2% additional reduction of base, small, or hardship rates: if at least 50% of eligible project costs fund any of the following categories; green infrastructure; reducing energy demand; lowering water demand; removing lead from water mains or service lines (PWS); nutrient removal or loss reduction (WPC); and new system for unsewered community (WPC). A registered P.E. must certify that the proposed project meets these criteria.

Loan Repayment Period: The standard repayment period is 20 years. The loan applicant can request less than a 20-year loan term. Small Community and Hardship Rate applicants can qualify for longer repayment periods, up to a maximum of 30 years, if the design life span of at least 50% the proposed project assets meet or exceeds the loan term.

Principal Forgiveness:

1. **PWS:** small community and hardship applicants, which are also referred to as “Disadvantaged Communities”, qualify for principal forgiveness. In FY 2020, the amount of principal forgiveness will be equivalent to 60% of the initial loan amount up to a maximum of \$800,000. PWS principal forgiveness terms change each FY based on the USEPA capitalization grant requirements. PWS principal forgiveness terms are not listed in the loan rules, instead they are specified in the annual IUP.
2. **PWS Lead Service Line Replacement (LSLR):** In FY 2020, communities with a MHI less than 70% of the State MHI can receive up to a maximum of \$2,000,000 in principal forgiveness for LSLR projects. All other loan recipients can receive up to a maximum amount of \$1,000,000.
3. **WPC:** the loan recipient must have a population less than 30,000 to qualify. Applicants with a population greater than 30,000 qualify if their MHI is 70% or less of the current state MHI. If these criteria are met, the amount of principal forgiveness is based on the point system contained within 365.250 of the loan rules. The point criteria include: MHI, population, unemployment rate, and decrease in service population. Based on the number of points, a WPC loan can receive either 15%, 30%, 45%, or 60% of principal forgiveness. Based on the point system, all publicly-owned applicants with a population less than 5,000 qualify for at least 15% forgiveness. The IEPA may establish principal forgiveness caps in the IUP for each FY.

Sources of information:

1. Unemployment rate: Illinois Dept. of Employment Security, Economic Information and Analysis.
2. MHI and population: US Census Bureau / American FactFinder
3. Base interest rate: one-half the mean interest rate of the 20 General Obligation Bond Buyer Index from July 1 to June 30, in the preceding State FY, rounded to the nearest .01%.
4. PWS, Part 662 rules and PWS IUP: available for most recent FY on the IEPA website.
5. WPC, Part 365 rules and WPC IUP: available for most recent FY on the IEPA website.

MANAGED GIS SERVICES AGREEMENT

This GIS SERVICES AGREEMENT (hereafter "Contract") is entered between City of Bloomington (hereafter "Client") and Cloudpoint Geospatial, Inc. (hereafter "Cloudpoint"). Said GIS services will be available to the Client under this contract.

SCOPE AND DUTIES. Cloudpoint agrees to provide Client with GIS consulting services as described in more detail on the "**EXHIBIT A- SCOPE OF SERVICES / WORK PROVIDED**" documentation that is attached to this Contract. Client understands and agrees that additional services beyond those described on the attachment are not included in the scope of this Contract. Cloudpoint shall provide those services reasonably required to assist Client and shall take reasonable steps to keep Client informed of the progress of its services and to respond to Client's inquiries. Client shall keep Cloudpoint advised of any changes in Client's physical address, email address, telephone number or similar location and contact information.

REQUIREMENTS. Client agrees to provide the following requirements as part of this contract in order to meet the items specified in the scope of services.

- a) Client shall maintain and keep current all software maintenance or subscription costs necessary to accomplish the tasks listed in the scope of services herein
- b) Client shall maintain the necessary hardware devices to accomplish the tasks listed in the scope of services herein. Cloudpoint will not be obligated to provide support services for hardware/devices that are more than five (5) years old.
- c) Client will provide remote access capabilities, with admin privileges, allowing designated Cloudpoint staff to start, stop, and or troubleshoot any services relating to the Client's enterprise GIS system. Client agrees to provide access that is not contingent on the availability of city staff members.

EFFECTIVE DATES: This contract will extend for a period of two (2) years with the initial term beginning on April 28, 2021 payable upon receipt of invoice and continuing through and including April 30, 2023, at which time the Contract shall conclude unless extended by mutual agreement of both Cloudpoint and Client.

PAYMENT TERMS. Both years of the contract will be paid up front at \$190,800 which shall be payable upon receipt of invoice.

ADDITIONAL SERVICES. Client understands and agrees that, if Client desires additional GIS services from Cloudpoint or a separate project that falls outside of the scope listed herein, these services will be available at the standard hourly billing rates shown in n the attached schedule.



INDEMNIFICATION: Each party to this Agreement (in the capacity of "Indemnitor") hereby agrees to indemnify, and hold the other (in the capacity of "Indemnatee") harmless from and against all costs, liabilities, damages, including, reasonable attorneys' fees and costs (collectively, "Indemnified Costs") relating to or arising out of such Indemnitor's negligent acts, errors or omissions in the performance of professional services including breach of any obligation under this Agreement, except to the extent caused by the negligent or intentional act or omission of the Indemnatee or its agents.

LIMITATION OF LIABILITY: In recognition of the relative risks, rewards and benefits of the project to both the Client and the Consultant, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Consultant's total liability to the Client for any and all injuries, damages, claims, losses, expenses or claim expenses arising out of this Agreement from any cause or causes, shall not exceed \$100,000. Such causes included, but are not limited to, the Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

SIGNATURES. In witness thereof, **CITY OF BLOOMINGTON** and Cloudpoint Geospatial, Inc. agree to the terms as outlined herein on this _____ day of _____, _____ A.D.

_____ Signed	 Signed- Cloudpoint Geospatial, Inc.
_____ Name	Jonathan J. Hodel, P.E., GISP _____ Name
_____ Title	President _____ Title
_____ Address	1407 W. Front St., PO Box 1017 _____ Address
_____ City, State, Zip	Roanoke, IL 61561 _____ City, State, Zip

EXHIBIT A- SCOPE OF SERVICES

Cloudpoint agrees to provide the following base professional services as part of this agreement:

Managed Professional GIS Services (Standard Level)

- 24/7 remote GIS technical support
- Serve as GIS coordinator meeting with key personnel on a regular basis
- Remote meetings with GIS staff, internal departments, external contractors, & consultants
- Assistance with integrating 3rd party software systems
- Troubleshooting connection issues to GIS servers and editing workflows
- Assistance with GIS network architecture design
- Provisioning for GIS data backups
- Respond to digital GIS data requests from outside entities
- Semi-annual GIS update meetings (in person) with key personnel to review GIS progress and discuss future plans
- Administration on the following enterprise applications:
 - ArcGIS Enterprise
 - ArcGIS Online
- Support for advanced enterprise GIS applications such as GeoEvent Server
- ArcGIS Enterprise management and enterprise software upgrades (1 per year)
- Data conversion and migration to industry standard formats such as Esri's Local Government Information Model
- Mobile GIS deployment and user support

Additional Managed GIS Services Included (Client Specific)

- Setup & deployment of ArcGIS mobile applications (Collector, Navigator, Workforce, Survey123)
- Training* and technical support for Client staff on any of the following:
 - ArcGIS Pro Desktop software
 - Enterprise & ArcGIS Online administration
 - ArcGIS web applications including AGO Maps, Web AppBuilder, Dashboards, Workforce
- Routine GIS Updates - this consists of providing routine GIS data updates such as the following:
 - Adding small sets of data received from consultants, contractors, developers, or others
 - Updating county-level imagery layers
 - Web and Mobile mapping application updates
- Configure web mapping applications using WebApp Builder or Operations Dashboard for non-GIS users and editors where applicable (up to 4 applications per year**)
- Document and maintain ongoing GIS master plan with semi-annual updates
- Back end GIS server, database, and schema updates necessary for integrating Tyler MUNIS system (Cloudpoint is not responsible for integration within the Tyler MUNIS interface)

- Coordination with outside agencies including McLean County GIS Consortium (McGIS), McLean County, Town of Normal, MetCOM, and Bloomington Township

Not included: Data collection, creation, cleanup, extraction, feature edits

*Training hours include a maximum number of hours per year which varies by department. Totals are listed in the pricing schedule.

**Includes Esri's configurable applications through ArcGIS Online or Portal. More information on these applications can be found at <https://doc.arcgis.com/en/arcgis-solutions/industries/public-works.htm>. Applications requiring specialized coding will be charged additional pricing for custom development.

EXHIBIT B- MANAGED SERVICES PRICING SCHEDULE

The following pricing schedule lists the pricing for each department for services as described in Exhibit A. Departments may be added on to the base contract at any time however they will require a minimum 2-year contract term.

Managed Professional GIS Services (with 2-yr agreement)	Unit	Price per mo.
Public Works Dept. (includes up to 120 training hours per year)	Monthly	\$7,950

Other Departments (minimum 2-yr agreement)	Unit	Price per mo.
Police (includes up to 40 training hours per year)	Monthly	\$1,850
Fire (includes up to 40 training hours per year)	Monthly	\$1,650
PRCA- Parks, Rec, & Cultural Arts (includes up to 20 training hours per year)	Monthly	\$1,150
Community Development (includes up to 20 training hours per year)	Monthly	\$1,150

EXHIBIT E- STANDARD HOURLY BILLING RATES

Listed below are the standard hourly billing rates for Cloudpoint personnel effective January 1, 2021.

Professional Services	Class	Hourly Rate
Principal*	PR	\$195
Program Manager / Director*	PM	\$185
Senior GIS Manager*	GISM 2	\$180
GIS Manager*	GISM 1	\$175
Senior Engineer / Analyst / Developer	GISA 5	\$185
Geospatial (Solutions) Engineer / GIS Analyst / Developer 4	GISA 4	\$170
Geospatial (Solutions) Engineer / GIS Analyst / Developer 3	GISA 3	\$155
Geospatial (Solutions) Engineer / GIS Analyst / Developer 2	GISA 2	\$140
Geospatial (Solutions) Engineer / GIS Analyst / Developer 1	GISA 1	\$125
Senior GIS Professional	GISP 5	\$165
GIS Associate / Professional 4	GISP 4	\$150
GIS Associate / Professional 3	GISP 3	\$145
GIS Associate / Professional 2	GISP 2	\$130
GIS Associate / Professional 1	GISP 1	\$115
Senior GIS Technician	GIST5	\$140
GIS Technician 4	GIST4	\$130
GIS Technician 3	GIST3	\$110
GIS Technician 2	GIST2	\$95
GIS Technician 1	GIST1	\$75
GIS Intern	GINT	\$70
Administrative	Admin	\$60
* denotes management level personnel		



CONSENT AGENDA ITEM NO. 8.N

FOR COUNCIL: April 26, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on: (1) an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2021 Regarding the Reallocation of Certain Grant Funds; and (2) a Resolution Authorizing a Change Order in the Amount of \$82,784 to the FY21 Street, Alley, and Sidewalk Maintenance Contract Awarded to George Gildner, Inc. to Facilitate Brick and Restoration Work on Various City Brick Streets, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance and Resolution be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods
- Goal 2. Upgrade City Infrastructure and Facilities
- Goal 1. Financially Sound City Providing Quality Basic Services

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5b. City decisions consistent with plans and policies
- Objective 4d. Improved neighborhood infrastructure
- Objective 4c. Preservation of property/home valuations
- Objective 2a. Better quality roads and sidewalks
- Objective 1d. City services delivered in the most cost-effective, efficient manner

BACKGROUND: The City of Bloomington Historic Preservation Commission has the power and duty, as authorized in Chapter 44 of the City Code, to administer funds through the Finance Director for preservation purposes. The Harriet Fuller Rust Grant and Eugene D Funk Grant are City programs that promote the restoration of Bloomington's historic downtown and historic neighborhoods by reimbursing property owners for up to fifty percent of facade improvement costs. Applicants may apply for the grant anytime during the fiscal year and must complete the project within one year of receiving an award. Funding for the program comes from the City's General Fund.

Due to the economic impacts of the COVID-19 pandemic, Bloomington received fewer grant applications than usual during the FY2021 grant cycle. As a result, less funding has been distributed for facade improvements than in previous years.

In an effort to further the community's preservation goals and to protect valuable historic resources, the Historic Preservation Commission recommended that the City Council allow the unused funds from the FY 2021 Rust Grant budget (#10015420-79985) and the FY2021 Funk Grant budget (#10015420-79310), approximately \$82,000, to be reallocated and applied

as an amendment to the FY 2021 Streets, Alleys and Sidewalk Maintenance Contract (PO# 20210087) to be used for the restoration of gravel patches and removal of concrete patches on the City's brick streets. The Commission unanimously passed a Resolution initiating this request, by vote of 6-0-0.

Request:

City Council is being asked to act on an ordinance to amend the FY 2021 budget to reallocate funds (under authority from the Historic Preservation Commission) from the FY 2021 Harriet Fuller Rust Grants and FY 2021 Eugene D Funk Grant to the FY 2021 Street, Alley and Sidewalk Maintenance Contract to repair temporary gravel utility patches and other restoration work, as needed, to various brick streets in the City of Bloomington. Additionally, Council is being requested to adopt a Resolution approving a Change Order to the FY 2021 Maintenance contract to facilitate this project.

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

This has also been approved in past years, as recent as 2019. With the additional funding, Public Works was able to restore the temporary gravel patches and restore new utility cuts with brick, avoiding additional concrete and gravel patches. The funding, while minimal, helped prevent further loss of Bloomington's brick streets caused by concrete patches.

City staff are aware of the heightened concerns regarding the COVID-19 pandemic; however, the spending of these funds have already been accounted for in the FY2021 budget and this action promotes maintenance and stewardship of Bloomington's infrastructure and historic resources.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: On March 18, 2021, the Bloomington Historic Preservation Commission passed a Resolution recommending and requesting a budget amendment to reallocate the remaining FY2021 Harriet Fuller Rust Grant fund and FY2021 Eugene D Funk Grant fund monies to carry out the restoration of the temporary gravel patches and removal of concrete patches on Bloomington's brick streets. The Resolution is attached to this memo.

FINANCIAL IMPACT: If approved, the following FY 2021 funds in the Planning Harriet Fuller Rust Grant account budget (10015420-79985) for \$63,930 and Planning—Eugene D Funk Grant account budget (10015420-79130) for \$18,854 will be reduced. The General Fund Transfers-To Capital Improvement (Asphalt & Concrete) Fund account (10019180-89413) will be increased by \$82,784.00 and a transfer to Capital Improvement (Asphalt & Concrete) Fund (40120200-85100) will be processed. The \$82,784 will be spent from the Capital Improvement (Asphalt & Concrete) Fund-Street Construction & Improvement account

(40120200-72530). The full accounting can be seen on the attached Budget Amendment "Exhibit". As these funds were projected to be used, this results in a net zero effect on projected fund balances and allows additional work to facilitate brick repair of temporary gravel utility patches and other restoration work.

COMMUNITY DEVELOPMENT IMPACT: Goal H-2. Reinvestment in the established older neighborhoods and compact development of the City, Objective H-2.2. Preserve historic structures in the Preservation Area; Goal N-2. Improve community identity and appearance by celebrating the unique nature and character of the City's individual neighborhoods.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:



Melissa Hall, Economic and Community Development Director

4/4/2021



Chris Tomertin, Budget Manager

4/5/2021



Jeffrey R. Jurgens, Corporation Counsel

4/6/2021



Tara Henry, Legislative Assistant

4/7/2021

Attachments:

- E&CD 1B Ordinance FY 2021 Budget Amendment
- E&CD 1C Exhibit FY 2021 Budget Amendment
- E&CD 1D Resolution for Change Order for Street Alley & Sidewalk Contract - Harriet Rust Grant
- E&CD 1E HPC_Resolution-Change_Order_032421_final

ORDINANCE NO. 2021 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2021 REGARDING THE
REALLOCATION OF CERTAIN GRANT FUNDS**

WHEREAS, on April 22, 2020 by Ordinance Number 2020-22, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2020 and Ending April 30, 2021, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 23, 2020; and

WHEREAS, a Budget Amendment is needed as detailed below;

Amending the Fiscal Year 2021 Budget to reallocate \$82,784 of the FY 2021 Harriet Fuller Rust Grant Funds in the amount of \$63,930 and Eugene D. Funk Grant Funds in the amount of \$18,854 from the General Fund to the Capital Improvement (Asphalt & Concrete) Fund to increase FY21 Street, Alley, and Sidewalk Maintenance Contract awarded to George Gildner, Inc. (Bid #2020-43) to facilitate brick and restoration work on various City brick streets, as requested by the Economic & Community Development Department.

Section One: Ordinance Number 2020-22 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2021) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2020-22 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2020-22.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 12th day of April 2021.

APPROVED this ____ day of April 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

FY 2021 Budget Amendment-Exhibit

Organization	Object	Project	Fund	Account Description	Amount	Comments
10015420	79985		General-Planning Division	Harriet Fuller Rust Grant	\$ (63,930.00)	
10015420	79130		General-Planning Division	Eugene D Funk Grant	\$ (18,854.00)	
10019180	89413		General-General Fund Transfer Division	To Capital Improvement (Asphalt & Concrete) Fund	\$ 82,784.00	
40120200	85100		Capital Improvement (Asphalt & Concrete) Fund	From General Fund	\$ (82,784.00)	
40120200	72530		Capital Improvement (Asphalt & Concrete) Fund	Street Construction & Improvement	\$ 82,784.00	
Net Transaction:					\$ -	

RESOLUTION NO. 2021 - ____

**A RESOLUTION AUTHORIZING A CHANGE ORDER IN THE AMOUNT OF \$82,784
TO THE FY21 STREET, ALLEY AND SIDEWALK MAINTENANCE CONTRACT
AWARDED TO GEORGE GILDNER, INC. TO FACILITATE BRICK AND
RESTORATION WORK ON VARIOUS CITY BRICK STREETS**

WHEREAS, the City of Bloomington (CITY) has previously authorized a contract with George Gildner Inc. (GILDNER) for the FY21 Street, Alley & Sidewalk Maintenance (Bid #2020-43) at the Council Meeting on April 7, 2020, for \$203,100; and

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

WHEREAS, on March 18, 2021, the Bloomington Historic Preservation Commission passed a Resolution recommending and requesting a budget amendment to reallocate the remaining 2021 Harriet Fuller Rust Grant fund monies to facilitate the brick repair and restoration of temporary gravel utility patches and concrete patches on various Bloomington's brick streets; and

WHEREAS, it is the finding of the City council that the decision to approve the change order is in the best interest of the City and is germane to the original contract as signed and authorized by law.

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

That the recitals set forth above are incorporated herein and City Manager, or designated representatives, are authorized to secure the Change Order, and any other necessary documents.

PASSED this 12th day of April 2021.

APPROVED this _____ day of April 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

RESOLUTION NO. 2021-02

A RESOLUTION RECOMMENDING THE CITY COUNCIL OF THE CITY OF BLOOMINGTON ADOPT AN ORDINANCE APPROVING A BUDGET AMENDMENT AND TO PASS A RESOLUTION TO AUTHORIZE A CHANGE ORDER TO FACILITATE THE DEDICATION OF THE REMAINING FY21 HARRIET FULLER RUST GRANT FUNDS AND REMAINING FY21 EUGENE D FUNK GRANT FUNDS, APPROXIMATELY \$82,784.00 TO THE BRICK REPAIR AND RESTORATION OF TEMPORARY GRAVEL UTILITY PATCHES AND CONCRETE PATCHES ON VARIOUS CITY OF BLOOMINGTON BRICK STREETS, AN AMENDMENT TO THE FY2021 STREET, ALLEY AND SIDEWALK MAINTENANCE CONTRACT AWARDED TO GEORGE GILDNER, INC (BID #2020-43; P.O. 20210087).

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

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

WHEREAS, the Historic Preservation Commission administers the Harriet Fuller Rust Grant for downtown Bloomington façade repairs, a grant funded annually through the City General Fund, and the Eugene D. Funk Grant for façade improvements on S-4 Historic Landmark and District properties, a grant funded annually through the City General Fund, and,

WHEREAS, due to the impacts of the current COVID-19 pandemic, the City received fewer applications than usual during the FY2021 application period; and,

WHEREAS, the Harriet Fuller Rust Grant has approximately \$63,930.24 of unused monies remaining in the FY21 Funk Grant Fund (#10015420-79985); and,

WHEREAS, the Eugene D. Funk Grant has approximately \$18,854.45 of unused monies remaining in the FY21 Rust Grant Fund (#10015420-79130); and,

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

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

WHEREAS, the Bloomington Public Works Department has a Street, Alley and Sidewalk Maintenance Contract, awarded to George Gildner, Inc. in the amount of \$203,100, approved on City Council of April 27, 2020 (Bid 2020-43; PO 20210087); and,

WHEREAS, the Bloomington Historic Preservation Commission finds it in the best interest of the City to recommend that the City Council adopt an ordinance approving a budget amendment to redirect the remaining FY21 Harriet Fuller Rust Grant Funds and Eugene D. Funk Grant Funds and that Council pass a Resolution to authorize a change order for approximately \$82,784.00 to the FY2021 Street, Alley and Sidewalk Maintenance contract awarded to McLean County Asphalt Inc. (Bid 2020-43) to facilitate the brick repair and restoration of temporary gravel utility patches and concrete patches on various City of Bloomington brick streets.

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

1. The above referenced recitals are hereby incorporated into this Resolution by reference.
2. The Bloomington Historic Preservation Commission recommends that the City Council adopt an Ordinance approving a budget amendment to redirect the remaining FY19 Harriet Fuller Rust Grant Funds and Eugene D Funk Grant Funds, approximately \$82,784.00, into the appropriate fund account.
3. The Bloomington Historic Preservation Commission recommends that the City Council pass a Resolution to authorize a change order for approximately \$82,784.00, to the FY2021 Street, Alley and Sidewalk Maintenance contract awarded to McLean County Asphalt (Bid 2020-43) to facilitate the brick repair and restoration of temporary gravel utility patches on various City of Bloomington brick streets.
4. That this Resolution shall be in full force and effective as the time of its approval.

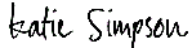
ADOPTED this 18th of March, 2021

APPROVED this 24th of March, 2021

CITY OF BLOOMINGTON, ILLINOIS

ATTEST


Paul Scarnett, Chair


Katie Simpson, City Planner



CONSENT AGENDA ITEM NO. 8.0

FOR COUNCIL: April 26, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving a Preliminary Development Plan for a Planned Unit Development for a Manufactured Home Park and Waivers of Certain Requirements of Chapters 24, 43, and 44 of the City Code for Property Commonly Located Along South Beich Road, and North of Fuller Court, Approximately 10.54 Acres, and Zoned R-4, Manufactured Home Park District, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property is located toward the southwest side of the City of Bloomington's municipal limits. It is bordered on the east by the Route 66 bike trail, Beich Road, and US 55, and bounded on the west by the Union Pacific Railroad. The property is approximately 10.54 acres currently zoned R-1C, Single-Family Residential district. The subject property is vacant and undeveloped. Separately, the applicant requested a zoning map amendment to rezone the property to R-4, Manufactured Home Park (see case Z-03-21).

The applicant requested approval of a preliminary development plan for a Planned Unit Development to allow for the construction of a Manufactured Home Park, with waivers. The proposed development includes 54 lots, an office, and open space. On-site detention is proposed. The applicant is requesting that the City maintain the basin. The City Parks Maintenance Department currently maintains a portion of the basin (mowing) and would, upon development of the subdivision, maintain the entire basin. Additionally, the developer is proposing construction of public roads, sewer, and water; the developer is responsible for construction of the public infrastructure. Upon completion of the development and acceptance by the City Public Works Department of the infrastructure, the city will maintain the public roads, sewer, and water main. The developer would be responsible for paying to tap-on to connect to the public infrastructure. The applicant requested approval of several waivers from Chapters 24—Bloomington Subdivision Code, Chapter 43—Bloomington Manufactured District, and Chapter 44—Bloomington Zoning Ordinance.

The Planning Commission held a public hearing on the proposed development plan on February 10, 2021, the item was continued to March 10, 2021. The Commission found the project to meet the standards for a Planned Unit Development. It recommended approval by

vote of 6-0-0 of the planned unit development preliminary development plan with the waivers and conditions as specified in the attached ordinance. The recommendation is consistent with the staff recommendation.

The staff report and meeting documents from the February 10 meeting are online at <https://www.cityblm.org/Home/ShowDocument?id=25838>. The packet and meeting information from the March 10, 2021 meeting are available online at <https://www.cityblm.org/Home/ShowDocument?id=25980>. Minutes from both meetings are attached to this report. A recording of the public hearing is available online at www.cityblm.org/live.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on February 10, 2021. The City published notice of the hearing in *The Pantagraph* on Monday January 25, 2021. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property. City staff placed a large metal notification sign on the property. The hearing was continued to March 10, 2021 and was reconvened on that date. The applicant and one additional person spoke in favor of the petition. One person spoke against the petition. Staff received three emails in opposition to the requested development. These were shared with the applicant, who had an opportunity to address the concerns expressed.

FINANCIAL IMPACT: The proposed map planned unit development plan will allow for investment and redevelopment of vacant property adding to the City's tax base and potentially increasing future revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's Future Land Use map identifies the subject property as medium- density residential. The property is classified as a Tier-1 Infill Redevelopment Priority on the Land Use Priorities map. The proposed development plan promotes the following goals and objectives of the Bloomington Comprehensive Plan: H.1 Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of type, size, ages, densities, tenancies, and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family-habits.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:



Melissa Horn, Economic and Community Development Director

4/4/2021



Chris Tomerlin, Budget Manager

4/5/2021

George Boyle

George Boyle, Assistant Corporation Counsel

4/7/2021



Tara Henry, Legislative Assistant

4/7/2021

Attachments:

- EC&D 4B Ordinance
- E&CD 4C Exhibit B_Saddle Creek Estates Preliminary Development Plan_021121
- E&CD 4D PC Minutes 031021_PS-01-21
- E&CD 4E PC Minutes 021021_PS-01-21

ORDINANCE NO. 2021 - _____

AN ORDINANCE APPROVING A PRELIMINARY DEVELOPMENT PLAN FOR A PLANNED UNIT DEVELOPMENT FOR A MANUFACTURED HOME PARK AND WAIVERS OF CERTAIN REQUIREMENTS OF CHAPTERS 24, 43, AND 44 OF THE CITY CODE FOR PROPERTY COMMONLY LOCATED ALONG SOUTH BEICH ROAD, AND NORTH OF FULLER COURT, APPROXIMATELY 10.54 ACRES, AND ZONED R-4 MANUFACTURED HOME PARK DISTRICT

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a preliminary development plan for a planned unit development for a manufactured home park on the property commonly described as ten and fifty-four-hundredths acres located along south Beich Road, and north of Fuller Ct (PINs: 21-19-201-014; 21-19-201-015; and 21-19-201-014), legally described in Exhibit “A” and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, said petition included a preliminary development plan dated December 23, 2020, illustrated in Exhibit “B” and hereinafter referred to as “Plan” including requested waivers from certain requirements Chapters 24, Chapter 43 and Chapter 44 of the Bloomington City Code; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition for the preliminary development plan planned unit development at the Property and requested waivers; and

WHEREAS, following said public hearing, the Bloomington Planning Commission found the requested development plan to meet the standards and objectives of the City Code as set forth in Chapter 44 Division 15-6 and voted to recommend approval of the proposed Preliminary Development Plan for a Planned Unit Development Manufactured Home Park, with waivers and conditions; and

WHEREAS, following said public hearing, the Bloomington Planning Commission found that certain waivers met the requirements and standards as set forth in Chapter 24 Section 2.13 through 2.13.3, and further found that the imposition of certain conditions on said Plan were appropriate to meet the purposes of Chapter 24; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to approve a preliminary development plan for a planned unit development for a manufactured home park on said Property.

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

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

2. The preliminary development plan for a planned unit development for a manufactured home park and requested waivers for the property commonly described as ten and fifty-four hundredths acres located along south Beich Road, and north of Fuller Ct. legally described in Exhibit "A" and illustrated in Exhibit "B" is hereby approved. Said approved waivers and conditions are as follows:

Waivers:

- a. Waiver to allow sanitary sewer and storm sewer to be located in a public easement in a side yard connecting to the existing sanitary sewer and storm water detention basin in Outlot A of Founder's Square Subdivision, accessible from Stirrup Lane. (Chapter 24)
- b. Waiver to allow the omission of a front yard utility easement adjoining public street right-of-way in lieu of that otherwise required by code. (Chapter 24)
- c. Waiver to allow a 5' front yard in lieu of 10' required by code. (Chapter 44 and Chapter 43)
- d. Waiver to allow a 3,925 square foot minimum lot area in lieu of 4,100 square feet for two lots fronting on Stirrup Lane. (Chapter 44 and Chapter 43)
- e. Waiver to allow an Open Space Ratio of 63% in lieu of 73%. (Chapter 44)

Conditions:

- a. Show sidewalk on both sides of the street in accordance with the Manual of Practice 5.02B. Revise the cross section and plan to reflect sidewalk on both sides of the street and remove requested waiver from page 1.
- b. Revise the plan to include Barrier Curb B-6.18 curb, per the Manual of Practice Section 4.04E1. Revise the cross section on the first page and remove requested waiver from page 1.
- c. Add a note that addresses the maintenance of the ditch along the back side of the property. There is a drainage ditch that comes up from the north, through the culvert to the west.
- d. Show location of heated structures for water meter and backflow preventer at each connection to city water.

3. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 12th day of April 2021.

APPROVED this _____ day of April 2021.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of Mclean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55; thence N.52°-05'-18"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the Mclean County Recorder of Deeds Office; thence N.24°-11'-07"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°-05'-18"E. 687.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the Mclean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the Mclean County Recorder of Deeds Office; thence S.43°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72-5947; thence S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only.

PINS: 21-19-201-014; 21-19-201-015; 21-19-177-016.

12/23/2020	REVISION	
03/05/2021	REVISION	
	BY	ELI
	CHECKED	ELI
	DATE	03/05/2021
	APP	DPB

SADDLECREEK ESTATES P.U.D.
SOUTH BEICH ROAD, BLOOMINGTON, IL
PRELIMINARY DEVELOPMENT PLAN

Lewis, Yockey & Brown, Inc.
Consulting Engineers & Land Surveyors
Professional Design Firm Registration #164,000806
505 North Main Street, Bloomington, Illinois
Ph. (309) 823-2552

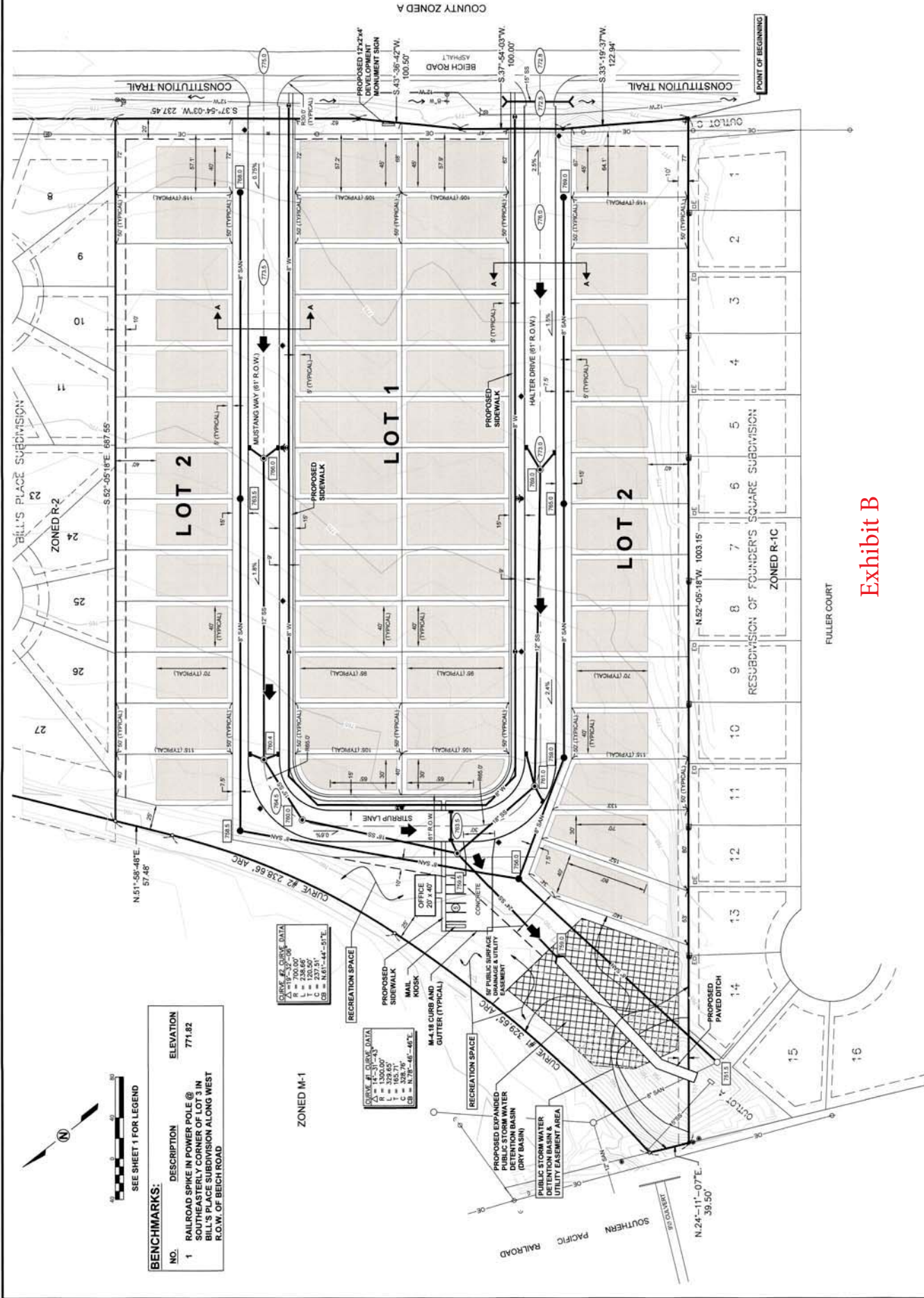
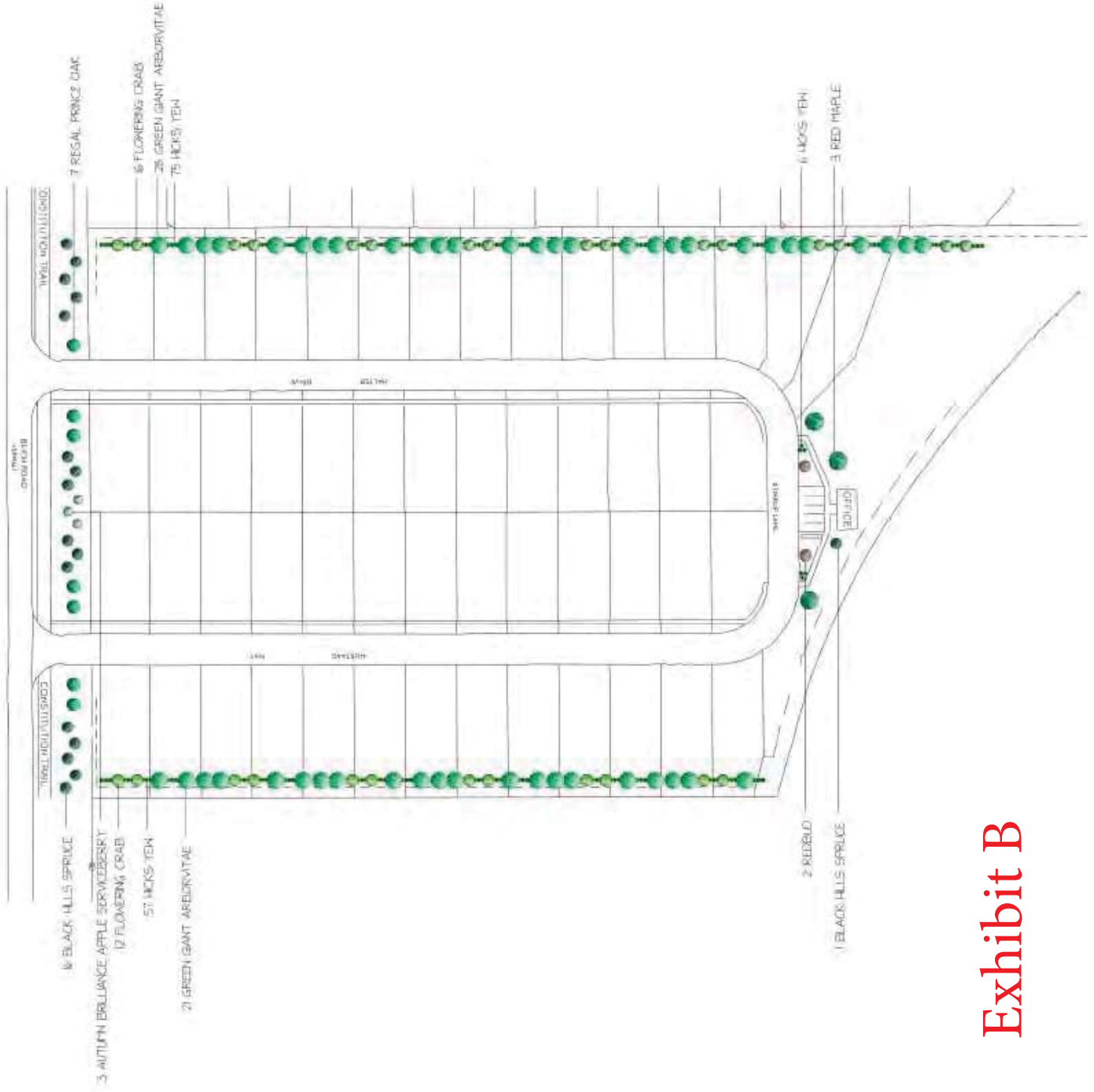


Exhibit B



Qty	Common Name
Trees	
3	AUTUMN BRILLIANCE APPLE SERVICEBERRY
26	FLOWERING CRAB
75	GREEN GIANT ARBOREVITAE
3	RED MAPLE
2	REDBUD
Shrubs	
108	HICKS TEN

Exhibit B

C. PS-01-21 Public hearing, review and action on applications submitted by The Villas at Prairie Vista, LP (3028 Happy Landing Drive Springfield, IL 62711) for 7.31 acres (PINS:21-16-405- 002: 21-16-405-003:PT 21-16-451-027: PT 21-16-451-024: PT 21-16-451-009: PT 21-16-451- 025) located south of Southgate Drive and east of US/51, owned by Robert J. Lenz, Trustee McLean County Land Trust #2315, approval of a preliminary development plan and special use permit for a planned unit development (PUD) for a single-family attached dwelling units in the C- 1 Office District and multiple waivers (Ward 2)

Chairperson Headean called for the staff report. Ms. Simpson summarized the proposed planned unit development and stated staff's support for the project and several of the requested waivers based on their adherence with the Subdivision Ordinance and Planned Unit Development standards.

Mr. Boyd motioned to adopt the findings of fact as presented by staff. Mr. Krieger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to deny the waiver requesting M-4.18 combination curbs and gutters in lieu of B-6.18 combination curbs and gutters. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to deny the waiver requesting sidewalks on only one side of the public street. Mr. Danenberger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Krieger motioned to approve the waiver allowing a 5' front yard setback rather than a 10' front yard setback as required by code. Mr. Boyd seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to approve the waiver allowing a 3,925 square foot minimum lot area in lieu of the 4,100 square foot minimum required by code for two lots fronting on Stirrup Lane. Ms. McCann seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Krieger motioned to approve a waiver allowing for an open space ratio of 63% rather than 73%. Mr. Danenberger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Krieger motioned to approve a waiver allowing the sanitary and storm sewers to be located in a public easement connecting to existing infrastructure. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to approve the final waiver requested the omission of a front yard utility easement that would adjoin the public right-of-way. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to recommend approval of the PUD with the exception of the staff comment regarding sidewalk width. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

B. PS-01-21 Public hearing, review, and action on a petition submitted by Robert Vericella, RJV Construction, requesting approval of a preliminary development plan for a planned unit development (PUD) for a Residential Manufactured Home Park on approximately 10.54 acres (owned by Habitat for Humanity) commonly located along south Beich Road, and north of Fuller Ct. Chairperson Headean called for the staff report. Ms. Simpson stated that staff recommended in favor of the requested zoning map amendment.

Mr. Mohr motioned to table discussion of the item to March 10th. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).



CONSENT AGENDA ITEM NO. 8.P

FOR COUNCIL: April 26, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 2

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment for Property Commonly Located Along South Beich Road, and North of Fuller Court, Approximately 10.54 Acres from R-1C Single-Family Residential District to R-4 Manufactured Home Park District, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4d. Improved neighborhood infrastructure

BACKGROUND: The subject property is located toward the southwest side of the City's municipal limits. It is bordered on the east by the Route 66 bike trail, Beich Road, and US 55. It is bordered on the west by the Union Pacific Railroad. The property is approximately 10.54 acres and zoned R-1C, Single-Family Residential District. The subject property is vacant and undeveloped. The property was annexed into the corporate limits in 1999, and zoned M-1 Restricted Manufacturing, R-3B High-Density Multi-family Residential, and R-4 Manufactured Home Park District. In 2004, the property was acquired by Habitat for Humanity and rezoned to R-1C Single-family Residential District. The R-1C District allows for up to 8 units per acre.

The petitioner is requesting the map amendment to change the property from R-1C to R-4, Manufactured Home Park District. The District allows a density of 10 units per acre. Further, the District allows for a clustering of Manufactured Homes located on a single-lot, accessed by an interior street system. The subject property is adjacent to other R-1C, R-4 and R-2 Mixed Residence Properties. The Comprehensive Plan identifies the subject property as medium density residential with an anticipated density of 8-20 units per acre. The proposed zoning aligns with the future land use map of the Comprehensive Plan. A list of permitted uses in the R-4 District is available online at <https://ecode360.com/34414681>.

The Planning Commission held a public hearing on the requested amendment on February 10, 2021. The Commission determined that more information was needed. The case was tabled until the March 10, 2021 Regular Commission meeting, at which time the Commission found the map amendment to be in the best interest of the City and not solely for the benefit of the applicant/developer. The Planning Commission recommended approval of the map amendment by vote of 6-0-0. The recommendation is consistent with the staff recommendation.

The Planning Commission packet from February 10, 2021 is available online at <https://www.cityblm.org/Home/ShowDocument?id=25838>. The packet from the March 10, 2021 meeting is also online at <https://www.cityblm.org/Home/ShowDocument?id=25980>. Recordings of both public meetings are available for review online at www.cityblm.org/live. Minutes from both meetings are attached to this memo.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, February 10, 2021. The City published notice of the hearing in *The Pantagraph* on Monday January 25, 2021. Courtesy notices were mailed to 61 property owners within 500 feet of the subject property. City staff placed a large metal notification sign on the property. The item was tabled at the February 10, 2021 meeting to allow staff to provide additional research on other manufactured home parks in the community. Meeting minutes are attached to this report. The public hearing reconvened at the March 10, 2021 Regular Planning Commission meeting. The applicant and one additional person spoke in favor of the petition. One person spoke against the petition. Staff received three emails in opposition to the requested amendment. Meeting minutes are attached to this report.

FINANCIAL IMPACT: The proposed map amendment will allow for investment and redevelopment of vacant property adding to the city's tax base and potentially increasing future revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's Future Land Use map identifies the subject property as medium- density residential. The property is classified as a Tier-1 Infill Redevelopment Priority on the Land Use Priorities map. The proposed map amendment promotes the following goals and objectives of the Bloomington Comprehensive Plan: H.1 Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of type, size, ages, densities, tenancies, and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family-habits.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:



Melissa Hall, Economic and Community Development Director

4/4/2021



Chris Tomerlin, Budget Manager

4/5/2021

George Boyle

George Boyle, Assistant Corporation Counsel

4/6/2021



Tara Henry, Legislative Assistant

4/7/2021

Attachments:

- E&CD 5B Ordinance _ Zoning Map Amendment Z-03-21
- E&CD 5C PC Minutes 031021 _Z-03-21
- E&CD 5D PC Minutes 021021_Z-03-21

ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT FOR PROPERTY COMMONLY
LOCATED ALONG SOUTH BEICH ROAD, AND NORTH OF FULLER COURT,
APPROXIMATELY 10.54 ACRES, FROM R-1C SINGLE-FAMILY RESIDENTIAL
DISTRICT TO R-4 MANUFACTURED HOME PARK DISTRICT**

WHEREAS, there was heretofore filed with the Economic & Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property commonly described as ten and fifty-four-hundredths acres located along south Beich Road, and north of Fuller Court (PINs: 21-19-201-014; 21-19-201-015; and 21-19-201-014), legally described in Exhibit A and hereinafter referred to as “Property”, which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from R-1C Single Family Residence District to R-4 Manufactured Home Park District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the requested rezoning to be in the public interest and not solely for the benefit of the applicant, using the standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and zoning map amendment to R-4 Manufactured Home Park District; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. The Council hereby adopt the findings of fact made by the Planning Commission.
3. The petition requesting to rezone the property commonly described as ten and fifty-four hundredths acres located along south Beich Road, and north of Fuller Ct (PINs: 21-19-201-014; 21-19-201-015; and 21-19-201-014), legally described in Exhibit A which is attached hereto and made part hereof by this reference, from R-1C Single Family Residence District to R-4 Manufactured Home Park District is hereby approved.

4. This Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 12th day of April 2021.

APPROVED this _____ day of April 2021.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

Part of Lots 1, 2, 3 and 4 in the Subdivision of Section 19, being part of the lands subdivided for the Estate of William King, deceased, recorded in Chancery Record 7, Page 275 in the Office of the Clerk of the Circuit Court of Mclean County, Illinois, and part of Lot 6 in Industrial Park Subdivision, all in Township 23 North, Range 2 East of the Third Principal Meridian, City of Bloomington, Mclean County, Illinois, more particularly described as follows: Beginning at the northeast corner of Resubdivision of Founder's Square Subdivision on the westerly right of way line of F.A.I. Route 55; thence N.52°-05'-18"W. 1003.15 feet to the northwest corner of said Resubdivision of Founder's Square Subdivision on the easterly right of way line of the Southern Pacific Railroad as conveyed in Deed Book 254 Page 62 in the Mclean County Recorder of Deeds Office; thence N.24°-11'-07"E. 39.50 feet on said easterly right of way line of the Southern Pacific Railroad; thence northeasterly 329.65 feet on a non-tangential curve concave to the northwest having a central angle of 14°-31'-43", a radius of 1300.00 feet and a chord of 328.76 feet bearing N.78°-46'-46"E. from the last described course to a point of compound curve; thence northeasterly 238.66 feet on a curve concave to the northwest having a central angle of 19°-32'-06", a radius of 700.00 feet and a chord of 237.51 feet bearing N.61°-44'-51"E. from the chord of the last described arc; thence N.51°-58'-48"E. 57.48 feet; thence S.52°-05'-18"E. 687.55 feet to the westerly right of way line of F.A.I. Route 55 as conveyed by a Warranty Deed recorded as Document No. 72-9376 in the Mclean County Recorder of Deeds Office; thence S.37°-54'-03"W. 237.45 feet on said westerly right of way line of F.A.I. Route 55 as conveyed in Document No 72-9376 and on the westerly right of way line of F.A.I. Route 55 as conveyed by a Trustee's Deed recorded as Document No. 72-5947 in the Mclean County Recorder of Deeds Office; thence S.43°-36'-42"W. 100.50 feet on said right of way line as conveyed in Document No. 72-5947; thence S.37°-54'-03"W. 100.00 feet on said right of way line; thence S.33°-19'-37"W. 122.94 feet on said right of way line to the Point of Beginning containing 10.54 acres, more or less, with assumed bearings given for description purposes only.

PINS: 21-19-201-014; 21-19-201-015; 21-19-177-016.

B. Z-03-21 Public hearing, review, and action on a petition submitted by Robert Vericella, RJV Construction requesting a zoning map amendment from R-1C Single-Family Residential District to R-4, Manufactured Home Park for the property located along south Beich Road, and north of Fuller Ct, 10.54 acres, PINs:2119201014, 2119201015, and 2119177016 (Ward 2) Tabled from 2.10.21 regular Planning Commission meeting.

Ms. Simpson stated that staff would be recommending approval of the requesting rezoning and summarized the zoning and locational context of the site. Since the previous presentation of this case, additional information regarding the property values of single-family homes within 500 feet of R-4 and R-1H zoning was obtained, showing that property values have increased on average within the last five years.

Mr. Vericella was sworn in for testimony. He stated that his development would not be a mobile home park, but a series of manufactured homes on slab foundations comparable to Prairie Place. He brought up the current scarcity of homes within the price range he is proposing due to the cost of building materials, which he cited as the impetus for developing manufactured homes instead. He lastly mentioned the time and money he has invested into the proposed project.

Mr. Joseph Taylor was sworn in for testimony. He again spoke against the petition, stating his belief that buying a home in this area is a wiser financial decision than renting. He also mentioned the lack of public transit or recreation within the area and stated that most R-4 Districts are located near commercial rather than residential areas. Chairperson Headean asked whether Mr. Taylor's concern is based in the fact that he is a neighbor of the proposed development or in his own experience with mobile home parks. Mr. Taylor answered that both are factors.

By way of rebuttal, Mr. Vericella stated that there is no correlation between the type of construction and level of maintenance that takes place. He summarized price discrepancies between his proposed development and Prairie Vista as well as those between the lot rental and property taxes for homeowners.

Mr. Stanczak asked whose responsibility maintenance of the manufactured homes is. Mr. Vericella said it would be the responsibility of the homeowners but that residents would be held to standards for property maintenance.

An email in opposition to the proposed rezoning was entered into the record.

Regarding concerns over recreation, Mr. Vericella mentioned the green space requirements of any development. In response to transit and walkability, he stated that these are considerations for any development and beyond his control.

The public hearing was closed. Another member of the public indicated their desire to speak at City Hall. Chairperson Headean reopened the public hearing.

Jenny Vericella was sworn in for testimony. She stated that Bloomington Township has plans for the redevelopment of the area adjacent to the subject property.

Mr. Boyd motioned to adopt the findings of fact as presented by staff. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Mr. Boyd motioned to recommend approval of the rezoning. Mr. Krieger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (6-0-0)

Attendee Name	Title	Status
Ms. Megan Headean	Chair	Present
Mr. Tyson Mohr	Vice Chair	Present
Mr. Justin Boyd	Commissioner	Present, joined at 4:53 PM
Mr. Thomas Krieger	Commissioner	Present
Ms. Megan McCann	Commissioner	Present
Mr. Mark Muehleck	Commissioner	Absent
Mr. David Stanczak	Commissioner	Present
Ms. Sheila Montney	Commissioner	Present
Mr. John Danenberger	Commissioner	Present
Mr. George Boyle	Assistant Corporate Counsel	Present
Mr. Craig McBeath	Information Systems Director	Present
Ms. Katie Simpson	City Planner	Present
Ms. Kimberly Smith	Assistant Economic & Community Development Director	Present
Ms. Caitlin Kelly	Assistant City Planner	Present

REGULAR AGENDA

Note, due to COVID-19 social distancing considerations, this meeting is held virtually. Those wishing to testify or comment remotely regarding a public hearing listed below must register at <https://www.cityblm.org/register> at least 15 minutes prior to the start of the meeting.

- A. Z-03-21 Public hearing, review, and action on a petition submitted by Robert Vericella, RJV Construction (919 W. Mulberry Bloomington, IL 61701), requesting a zoning map amendment for 10.54 acres (owned by Habitat for Humanity) commonly located along south Beich Road and north of Fuller Ct from R-1C Single-Family Residential District to R-4, Manufactured Home Park.

Chairperson Headean called for the staff report. Ms. Simpson explained that staff would recommend in favor of the rezoning. The site is vacant and identified as a Tier 1 Infill priority as well as a potential site for medium-density housing by the Comprehensive Plan.

The petitioner, Bobby Vericella, was sworn in for testimony. He asserted that the rezoning's impact on the surrounding neighborhood would not be any different from a standard residential development.

Joe Taylor was sworn in for comment. He disputed the application's premise regarding the provision of affordable housing. He also spoke to the long-term financial difficulties he believes are inherent to owning a manufactured home and the impacts they have on neighboring residential property values.

Mr. Mohr asked whether Mr. Taylor is aware of any manufactured home parks in town that have followed the downward trajectory he described. He said that as he is from out of state, he is not familiar with mobile home parks in the Bloomington area.

Mr. Stanczak asked whether the lack of fee interest in the leased land had any impact on the maintenance conditions of mobile home parks. Mr. Taylor answered that he believed it encouraged a deterioration in the property conditions and values. Mr. Stanczak asked whether, in his experience, the conditions of the mobile home park continued to deteriorate after the owner repurchased poorly maintained homes. Mr. Taylor did not specifically tie the conditions of the park to the ownership status of the park or its properties.

Ms. Simpson entered an email asking for clarification on certain aspects of the proposed project into the record.

By way of rebuttal, Mr. Vericella explained the degree of research he has done on managing a mobile home park and the financial assistance available to prospective buyers of mobile homes. He clarified that the lease included in the application is a sample. Mr. Vericella went on to state that the homes would fill a needed gap for both young adults and elderly people looking to downsize their houses. Regarding lot rent, he said there are strict regulations as to whether the rent can increase, making it unlikely in his view that residents would be priced out.

Chairperson Headean closed the public hearing. Mr. Mohr asked what the benefit of R-4 zoning rather than R-1H zoning would be in this case. Ms. Simpson explained that R-1H allows for individual, owner-occupied lots where R-4 zoning allows for more of a park-like configuration. Mr. Mohr stated his opinion that Mr. Taylor presented a compelling financial argument but expressed his belief that its implications are beyond the scope of the Commission.

Mr. Boyd joined the meeting at 4:53 PM.

Mr. Stanczak stated that because the R-4 zoning permits the configuration Mr. Taylor described, he questioned the degree to which the rezoning would be to the public's benefit.

Mr. Mohr repeated his question about other mobile home parks in town to Ms. Simpson. Ms. Simpson mentioned Prairie Place, a mobile home park located just to the south of the subject property.

Mr. Stanczak motioned to approve the findings of fact with the exception of items 9 and 10. Mr. Krieger seconded. Roll call vote: Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Abstain, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (7-0-1)

Mr. Stanczak motioned to recommend a denial of the petition. Ms. Montney seconded. Mr. Mohr expressed a feeling of confliction regarding the motion. Ms. Montney agreed. Mr. Stanczak rescinded his motion to deny the petition.

Mr. Mohr motioned to table the decision to the March 10th date in hopes of gaining more information about the project and about manufactured home parks more generally. Mr. Stanczak seconded. Chairperson Headean asked staff to research how other ownership/leasing patterns of R-4 districts are laid out, as well as what impact on property values they may have. Mr. Mohr asked staff to compare the proposed project to the surrounding land use context of other R-4 districts. Mr. Stanczak asserted that such a comparison would aid in making a determination regarding the proposed project. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Abstain, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried. (7-0-1)

B. PS-01-21 Public hearing, review, and action on a petition submitted by Robert Vericella, RJV Construction, requesting approval of a preliminary development plan for a planned unit development (PUD) for a Residential Manufactured Home Park on approximately 10.54 acres (owned by Habitat for Humanity) commonly located along south Beich Road, and north of Fuller Ct. Chairperson Headean called for the staff report. Ms. Simpson stated that staff recommended in favor of the requested zoning map amendment.

Mr. Mohr motioned to table discussion of the item to March 10th. Mr. Stanczak seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenburger - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Mr. Mohr - Yes, Ms. Montney - Yes, Ms. McCann - Yes, Chairperson Headean - Yes. The motion carried (8-0-0).

OLD BUSINESS

No items.

NEW BUSINESS

- A. General Discussion on the Veterans Parkway Alternate Configurations**
- Project Website: Veterans Parkway Outreach

Chairperson Headean announced that discussion on this item would be held at a joint meeting of the Planning and Transportation Commissions immediately following the adjournment of the Planning Commission meeting.

ADJOURNMENT

Mr. Boyd motioned to adjourn. Mr. Danenberger seconded. All were in favor. The meeting was adjourned at 5:06 PM.



CONSENT AGENDA ITEM NO. 8.Q

FOR COUNCIL: April 26, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on an Ordinance Approving a Zoning Map Amendment Rezoning Property from R-1A, Single-Family Residential District to R-1B, Single-Family Residential District, for a portion of the property located at 200 N Bellemont Road (PIN: 21-02-151-002) 3.75 Acres More or Less, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

-Objective 4d. Improved neighborhood infrastructure

-Objective 4c. Preservation of property/home valuations

BACKGROUND: The subject property, 200 N. Bellemont Road, is located east of Mercer Avenue and west of N. Regency Drive. The property is approximately 4.99 acres and was previously improved with a single-family home. The property abuts single-family homes to the south (zoned R-1B) and the Bloomington Country Club neighborhood to the west (zoned R-1A). The property also abuts a condominium association on the north (zoned R-3A). A day-care center and church adjoin the property to the east (zoned R-3A). The subject property is currently zoned R-1A, Single Family Residence District. The R-1A District allows for up to two single-family dwelling units per acre and has a minimum lot requirement of 22,500 square feet per acre.

The petitioner is requesting the map amendment to change a portion of the property from R-1A to R-1B, Single Family Residence District. The proposed district allows a density of up to 6 units per acre with a minimum lot requirement of 7,000 square feet. The R-1B District only permits single-family homes. A list of permitted uses in the R-1B District is available online at <https://ecode360.com/34414681>. The proposed map amendment would apply to the eastern portion of the property. Approximately one acre on the west side of the subject property would remain R-1A and function as a buffer or transition between the homes in the Bloomington Country Club neighborhood and the proposed development.

The Planning Commission held a public hearing on the requested amendment on March 24, 2021. The Commission found the requested map amendment to be in the best interest of the City and not solely for the benefit of the applicant/developer. The Planning Commission recommended approval of the map amendment by a vote of 5-0-1. The recommendation is consistent with the staff recommendation.

The Planning Commission packet from March 24, 2021 is available online at <https://www.cityblm.org/Home/ShowDocument?id=26078>. A recording of the public meeting is available for review online at www.cityblm.org/live. Minutes from the meeting are attached to this memo.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, March 24, 2021. The City published notice of the hearing in *The Pantagraph* on Monday March 8, 2021. Courtesy notices were mailed to 101 property owners within 500 feet of the subject property. City staff placed a large metal notification sign on the property. The applicant and one additional person spoke in favor of the petition. One person spoke against the petition, and one person asked questions. Staff received two emails in opposition to the requested amendment.

FINANCIAL IMPACT: The proposed map amendment will allow for investment and redevelopment of vacant property adding to the City's tax base and potentially increasing future revenues for the city.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's Future Land Use map identifies the subject property as medium- density residential. The property is classified as a Tier-1 Infill Redevelopment Priority on the Land Use Priorities map. The proposed map amendment promotes the following goals and objectives of the Bloomington Comprehensive Plan: H.1 Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of type, size, ages, densities, tenancies, and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family-habits. UEW-1.2b Prioritize new development where City services are available or can be extended efficiently and economically. This can be done through annexation policies and development review process.

Respectfully submitted for Council consideration.

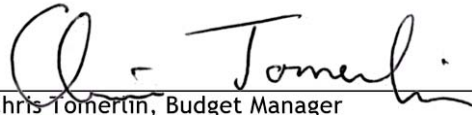
Prepared by: Katie Simpson, City Planner

Reviewed by:



Melissa Horn, Economic and Community Development Director

4/18/2021



Chris Tomertin, Budget Manager

4/19/2021

George Boyle

George Boyle, Assistant Corporation Counsel

4/20/2021



Tara Henry, Legislative Assistant

4/22/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 1B Ordinance Zoning Map Amendment 200 Bellemont
- E&CD 1C DRAFT Minutes 3.24.21_200 N Bellemont Map Amendment

ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A ZONING MAP AMENDMENT REZONING PROPERTY
FROM R-1A, SINGLE-FAMILY RESIDENTIAL DISTRICT TO R-1B, SINGLE-FAMILY
RESIDENTIAL DISTRICT FOR A PORTION OF THE PROPERTY LOCATED AT 200 N
BELLEMONT RD (PIN: 21-02-151-002) 3.75 ACRES MORE OR LESS**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting to rezone the property commonly described as three and seventy-five hundredths acres located at 200 N Bellemont Road (PINs: 21-02-151-002) legally described in Exhibit "A" and hereinafter referred to as "Property", which is attached hereto and made part hereof by this reference; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition to rezone the Property from R-1A Single-Family Residence District to R-1B Single-Family Residence District and adopted findings of fact on the same; and

WHEREAS, the Bloomington Planning Commission found the requested rezoning to be in the public interest and not solely for the benefit of the applicant, using the standards and objectives of the City Code as set forth in Chapter 44 Division 17-6, E2; and

WHEREAS, following said public hearing, the Planning Commission recommended approval of rezoning of the Property and zoning map amendment to R-1B Single-Family Residence District; and

WHEREAS, the City Council is authorized to adopt this Ordinance and approve the petition to rezone said Property.

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

1. The above recitals are incorporated into and made a part of this ordinance as though fully set forth herein.
2. That the Council hereby adopts the findings of fact made by the Planning Commission.
3. That the petition requesting to rezone the property commonly described as three and seventy-five hundredths acres located at 200 N Bellemont Road (PINs: 21-02-151-002) legally described in Exhibit "A" from R-1A Single-Family Residential District to R-1B Single-Family Residential District is hereby approved.
4. That this Ordinance shall be in full force and effective as of the time of its passage and approval.

PASSED this 26th day of April 2021.

APPROVED this _____ day of April 2021.

CITY OF BLOOMINGTON

Tari Renner, Mayor

ATTEST

Leslie Smith-Yocum, City Clerk

EXHIBIT A

Legal Description

A portion of 200 N BELLEMONT RD (PIN: 21-02-151-002)

A part of the Southwest Quarter 1/4 of the Northwest 1/4 and a part of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly bounded and described as follows: Beginning at a point on the North line of the Southwest 1/4 of said Section 2, 179.54 feet East of the Northwest corner of said Southwest 1/4; thence, South 87° 11' 43" East [S 89° 24' E] along the North line of the Southwest 1/4 of said Section 2, 186.82 feet; thence South 00° 59' 01" West, 54.05 feet [S 1° 15' E, 54 feet]; thence South 87° 12' 06" East [S 89° 24' E] along the North line of Bellemont Subdivision, 365.70 feet [365.82 feet] to the Northeast corner of Lot 16 in said Bellemont Subdivision; thence North 00° 57' 16" East, 327.99 feet [N 1° 15' W, 328 feet]; thence North 87° 11' 16" West [N 89° 24' W], 399.80 feet; thence South 59° 23' 19" West, 178.18 feet; thence South 01° 12' 46" West, 175.83 feet to the Point of Beginning, containing 3.75 acres, more or less, in McLEAN COUNTY, ILLINOIS

REGULAR AGENDA

- A. **Z-07-21** Public hearing, review, and action on a petition submitted by Ron Block, Manager of Dewitt Farms, LLC to request approval of a zoning map amendment of R-1A, Single-Family Residential District to R-1B, Single-Family Residential District for a portion of the property located at 200 N Bellemont Rd (PIN: 21-02-151-002) 3.75 acres more or less. (Ward 8)
- B. **PS-03-21** Public hearing, review, and action on a petition submitted by Ron Block, Manager of Dewitt Farms, LLC to request approval of a preliminary plan for the Davis Block Subdivision and waiver from the Subdivision Code of the requirement to construct public sidewalk along the east side of Mercer Avenue for the property located at 200 N Bellemont Rd (PIN: 21-02-151-002) 4.99 acres. (Ward 8)

Ms. Simpson introduced the item and presented staff's recommendation of approval of the zoning map amendment. She explained that the property owner is seeking a zoning map amendment in order to develop nine single-family lots. Regarding the standards for a zoning map amendment, Ms. Simpson stated that the requested rezoning is consistent with the single-family residential character of the surrounding area and promotes infill development.

Ms. Simpson then introduced the preliminary plan and presented staff's recommendation of approval. She mentioned that the primary difference between R-1A and R-1B is the permitted lot size and density. She went on to review the site's existing infrastructure and the proposed cul-de-sac extension of Bellemont Avenue and sewer extension. The developer requested a waiver from providing new sidewalk on Mercer Avenue; Ms. Simpson stated that staff is supportive of the waiver due to the fact that Mercer Avenue does not have sidewalks and because repairing existing sidewalks is prioritized over installing new ones in the Sidewalks Master Plan.

Mr. Boyd asked for clarification regarding the differences in density between R-1A and R-1B. Ms. Simpson explained that R-1A allows for two units per acre and has a minimum lot size of 22,500 square feet. R-1B allows for six units per acre and a minimum lot size of 7,000 sq ft, and has somewhat smaller setbacks. Mr. Boyd confirmed that sidewalk does not currently exist on Mercer Avenue. Ms. Simpson affirmed this.

Jeremy Schreck, the engineer, was sworn in for testimony. He clarified that storm sewer would be separated out from the sanitary sewer.

Julia Davis, attorney for the petitioner, was sworn in for testimony. She provided an overview of the property's history and stated it would be an asset to those employed in surrounding areas.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

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Robert Werkman was sworn in for testimony. He stated his concern related to the reduced lot size of the proposed development and its potential impact on property values. He asked what the size and value of the proposed homes would be.

Greg Shepard was sworn in for testimony. He stated that the letter he sent would stand for his testimony.

Ms. Davis stated that the size and workmanship of the proposed homes will meet the standards of the R-1B District. She stated that further specifics would be determined after the case had been decided.

Mr. Schreck stated that the smallest lot would be 0.32 acres and that they are comparable to that of neighboring R-1A properties.

Mr. Werkman asked whether the lot sizes would be made smaller. Ms. Davis clarified that they would not.

Ms. Simpson entered the emailed comments received prior to the hearing into the record.

Mr. Stanczak motioned to find the standards met for the rezoning request, Case Z-07-21. Mr. Boyd seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

Mr. Stanczak motioned to approve of the requested rezoning. Mr. Boyd seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

The Commission then considered Case PS-03-21.

Mr. Boyd motioned to accept the findings of fact as presented by staff and as they relate to the requested waiver. Ms. Montney seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

Mr. Krieger motioned to approve of the requested waiver. Mr. Stanczak seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

Mr. Boyd motioned to accept the findings of fact as presented by staff and as they relate to the preliminary plan. Mr. Krieger seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

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CONSENT AGENDA ITEM NO. 8.R

FOR COUNCIL: April 26, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on an Ordinance Approving a Preliminary Plan for the Davis Block Subdivision for the Property Located at 200 N Bellemont Road (PIN: 21-02-151-002) 4.99 acres, and a Waiver from the Subdivision Code Manual of Practice 5.01, a Requirement to Construct Public Sidewalk along the East Side of Mercer Avenue, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

- Goal 5. Great Place - Livable, Sustainable City
- Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 5a. Well-planned City with necessary services and infrastructure
- Objective 4d. Improved neighborhood infrastructure
- Objective 4c. Preservation of property/home valuations

BACKGROUND: The subject property, 200 N. Bellemont Road, is located east of Mercer Avenue and west of N. Regency Drive. The property is approximately 4.99 acres and was previously improved with a single-family home. The home was demolished earlier this year and the property is currently vacant. The applicant is requesting approval of a preliminary plan to subdivide the subject property into nine single-family lots and an outlot/detention basin. One lot, zoned R-1A, is a half acre in size and would take access from Mercer Avenue. The remaining lots, proposed zoning of R-1B, would take access from an extension of Bellemont Road. The proposed extension terminates with a cul-de-sac. The applicant/developer is proposing to construct public infrastructure compliant with the City's Manual of Practice for Public Improvements, including the public Bellemont Road which would have five-foot wide sidewalks on both sides of the street. The applicant/developer requested a waiver from the Manual of Practice Section 5.01, a requirement to provide sidewalk along 140 feet of frontage on the east side of Mercer Avenue. Since no sidewalk connections exist in this location, and because the Sidewalk Master Plan prioritizes repairing existing sidewalk over constructing new sidewalk, both staff and the Planning Commission are supportive of the requested waiver.

A preliminary plan is a detailed concept plan for a subdivision. It includes the proposed location of infrastructure, lots, detention basins, parklands, roads, and easements. A preliminary plan is required before approval of a final plat and is valid for a period of three years.

The Planning Commission held a public hearing on the requested preliminary plan on March 24, 2021. The Commission found the proposed plan and requested waiver to align with the purpose and intention of the subdivision ordinance. The Planning Commission recommended approval of the preliminary plan by vote of 5-0-1. The recommendation is consistent with the staff recommendation.

The Planning Commission packet from March 24, 2021 is available online at <https://www.cityblm.org/Home/ShowDocument?id=26078>. A recording of the public meeting is available for review online at www.cityblm.org/live <http://www.cityblm.org/live>. Minutes from the meeting is attached to this memo.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: The Planning Commission held a public hearing on Wednesday, March 24, 2021. The City published notice of the hearing in *The Pantagraph* on Monday March 8, 2021. Courtesy notices were mailed to 101 property owners within 500 feet of the subject property. City staff placed a large metal notification sign on the property. The applicant and one additional person spoke in favor of the petition. One person spoke against the petition, and one person asked questions. Staff received two emails in opposition to the requested amendment.

FINANCIAL IMPACT: The proposed plan will allow for investment and redevelopment of vacant property adding to the City's tax base and potentially increasing future revenues for the city. The applicant/developer is requesting to pay a fee-in-lieu of dedicating parkland. The applicant/developer will be responsible for constructing proposed infrastructure and paying applicable tap-on and permitting fees. After inspection by the Bloomington Public Works Department, public infrastructure will be accepted by the City and maintenance will become the city's responsibility. All proposed storm-water facilities will be private, and maintenance will be the responsibility of the developer.

COMMUNITY DEVELOPMENT IMPACT: The Comprehensive Plan's Future Land Use map identifies the subject property as medium- density residential. The property is classified as a Tier-1 Infill Redevelopment Priority on the Land Use Priorities map. The proposed preliminary plan promotes the following goals and objectives of the Bloomington Comprehensive Plan: H.1 Ensure the availability of safe, attractive and high-quality housing stock to meet the needs of all current and future residents of Bloomington. H-1.1 Ensure that the housing to accommodate the new growth is a broad range (of type, size, ages, densities, tenancies, and costs) equitably distributed throughout the City recognizing changing trends in age-group composition, income, and family-habits. UEW-1.2b Prioritize new development where City services are available or can be extended efficiently and economically. This can be done through annexation policies and development review process.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:


Melissa Holt, Economic and Community Development Director

4/18/2021


Chris Tomertlin, Budget Manager

4/19/2021

George Boyle
George Boyle, Assistant Corporation Counsel

4/20/2021


Tara Henry, Legislative Assistant

4/21/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 2B Ordinance--PS-03-21
- E&CD 2C Exhibit B 017035 Preliminary Plan-Submitted 202102FEB24-signed
- E&CD 2D DRAFT Minutes 3.24.21_200 N Bellemont Preliminary Plan

ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A PRELIMINARY PLAN FOR THE DAVIS BLOCK
SUBDIVISION FOR THE PROPERTY LOCATED AT 200 BELLEMONT RD
(PIN: 21-02-151-002) 4.99 ACRES, AND A WAIVER FROM THE SUBDIVISION CODE
MANUAL OF PRACTICE 5.01, A REQUIREMENT TO CONSTRUCT PUBLIC
SIDEWALK ALONG THE EAST SIDE OF MERCER AVENUE**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition requesting approval of a preliminary plan for property commonly described as four and ninety nine hundredths acres located at 200 N Bellemont Road, legally described in Exhibit "A", attached hereto and made a part hereof by this reference; and

WHEREAS, said petition included a preliminary plan titled "DAVIS BLOCK SUBDIVISION" dated February 24, 2021, illustrated in Exhibit "B" and hereinafter referred to as "Plan" and included a requested waiver from the Subdivision Code Manual of Practice 5.01 requirement to construct public sidewalk along the east side of Mercer Avenue for approximately 140 feet of frontage at the subject property; and

WHEREAS, the Bloomington Planning Commission, after proper notice was given, conducted a public hearing on said petition for the preliminary plan at the Property and requested waiver; and

WHEREAS, following said public hearing, the Bloomington Planning Commission found the requested preliminary plan to meet the purpose and intention of the Bloomington Subdivision Code as set forth in Chapter 24 of the City Code; and

WHEREAS, the Bloomington Planning Commission recommended the City Council of the City of Bloomington approve said Petition and approve said plan; and voted to recommend approval of the proposed Preliminary Plan with the requested waiver; and

WHEREAS, the City Council has the authority to adopt this Ordinance and approve the petition to approve the preliminary plan and waiver on said Property.

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

1. The above referenced recitals are hereby incorporated into and made part of this ordinance.
2. The preliminary plan and waiver for property commonly described as four and ninety nine hundredths acres located at 200 N Bellemont Road, legally described in Exhibit "A" and illustrated in Exhibit "B", which is attached hereto and made a part hereof by this reference, is hereby approved.

3. Said Ordinance is hereby approved per the submitted plan, with the following waiver:

Waiver

- a. Waiver from the Bloomington Subdivision Code Manual of Practice Section 5.01 requiring sidewalk on the east side of Mercer Avenue for approximately 140 feet of frontage at the subject property.
4. That this Ordinance shall be in full force and effective as the time of its passage and approval.

APPROVED this 26th of April 2021.

PASSED this _____ of April 2021.

CITY OF BLOOMINGTON

ATTEST

Mayor Tari Renner

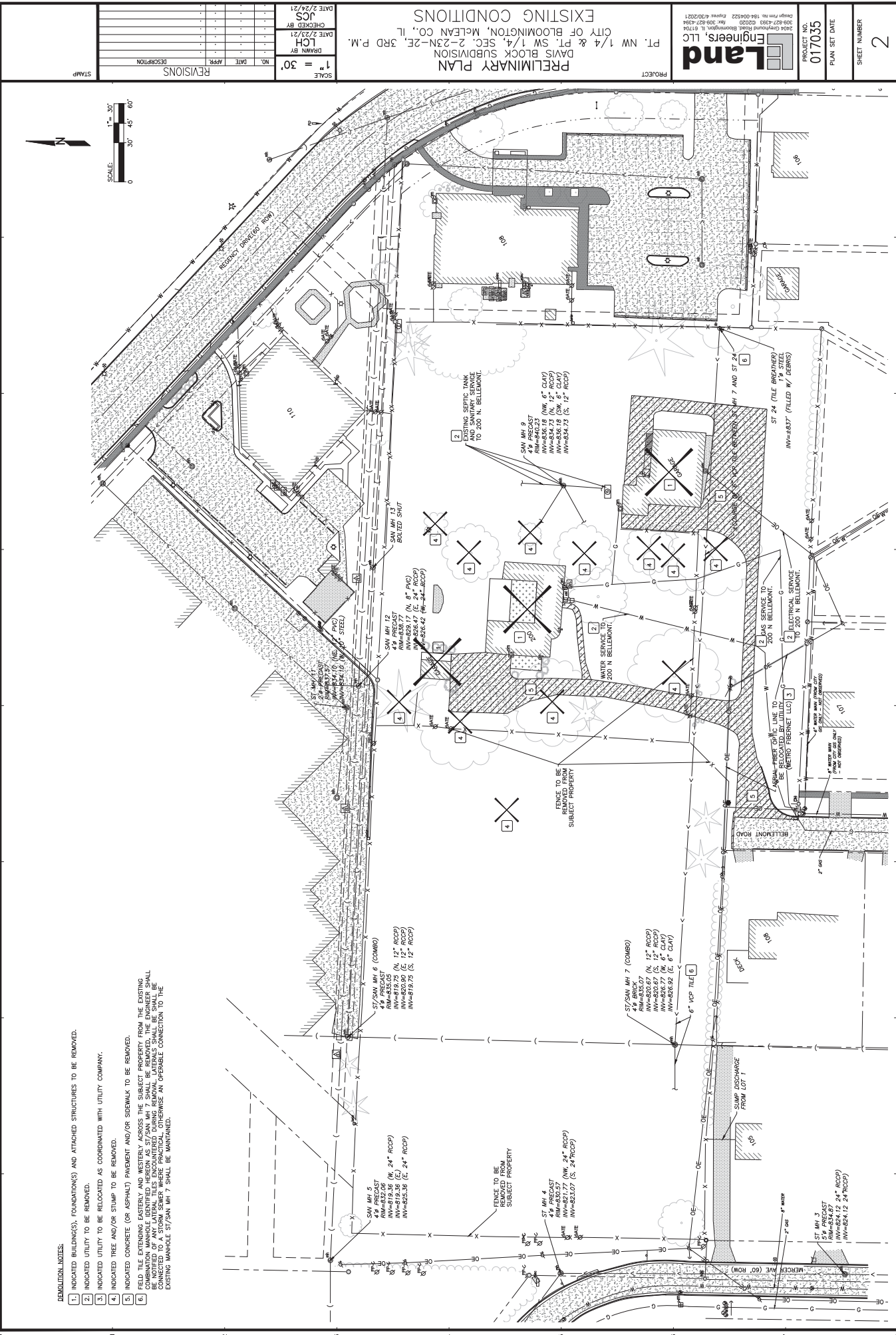
Leslie Smith-Yocum, City Clerk

Exhibit "A"
Legal Description
200 Bellemont Road (PIN: 21-02-151-002)

A part of the Southwest 1/4 of the Northwest 1/4 and a part of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian, more particularly bounded and described as follows: Beginning at the Northwest corner of said Southwest 1/4, thence South 89 degrees 24 minutes East along the North line of the Southwest 1/4 of said Section 2, 366.3 feet; thence South 1 degree 15 minutes East, 54 feet; thence South 89 degrees 24 minutes East along the North line of Bellemont Subdivision, 365.82 feet to the Northeast corner of Lot 16 in said Bellemont Subdivision; thence North 1 degree 15 minutes West, 328 feet; thence North 89 degrees 24 minutes West, 731.45 feet to a point on the West line of said Section 2; thence South 1 degree 09 minutes East, 274 feet along said West line to the place of beginning;

EXCEPT:

Beginning at a point being the Southwest corner of the Northwest 1/4 of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian, said point also being the Southeast corner of Country Club Place Addition, per Plat in Book 11 at Page 4 in the office of the McLean County Recorder; thence along the East line of said Country Club Place Addition, North 01 degrees 03 minutes 38 seconds East 135.00 feet, to a found iron pin monument at the Southeast corner of Lot 27 in said Country Club Place Addition; thence along a non-tangent curve to the right having a radius of 322.77 feet, an arc length of 140.26 feet, a chord bearing of South 11 degrees 23 minutes 20 seconds East and a chord length of 139.16 feet, to a point on the South line of aforesaid Northwest 1/4 of Section 2, Township 23 North, Range 2 East of the Third Principal Meridian, said line also being the North line of Mercer Davis Addition per Plat in Book 12 at page 81 in the Office of the McLean County Recorder; thence along said South line of the Northwest 1/4 of Section 2, North 87 degrees 14 minutes 24 seconds West 30.01 feet, to the Point of Beginning, in McLEAN COUNTY, ILLINOIS.



DEMOLITION NOTES:

1. INDICATED BUILDING(S), FOUNDATION(S) AND ATTACHED STRUCTURES TO BE REMOVED.
2. INDICATED UTILITY TO BE REMOVED.
3. INDICATED UTILITY TO BE RELOCATED AS COORDINATED WITH UTILITY COMPANY.
4. INDICATED TREE AND/OR STUMP TO BE REMOVED.
5. INDICATED CONCRETE (OR ASPHALT) PAVEMENT AND/OR SIDEWALK TO BE REMOVED.
6. FIELD TILE EXTENDING EASTWARD AND WESTWARD ACROSS THE SUBJECT PROPERTY FROM THE EXISTING COMBINATION MANHOLE IDENTIFIED HEREON AS ST/SAN MH 7 SHALL BE REMOVED. THE ENGINEER SHALL BE NOTIFIED OF ANY LATERAL TILES ENCOUNTERED DURING REMOVAL. LATERALS SHALL BE SHALL BE MAINTAINED OR RELOCATED AS COORDINATED WITH UTILITY COMPANY. OTHERWISE AN OPENABLE CONNECTION TO THE EXISTING MANHOLE ST/SAN MH 7 SHALL BE MAINTAINED.

REGULAR AGENDA

A. **Z-07-21** Public hearing, review, and action on a petition submitted by Ron Block, Manager of Dewitt Farms, LLC to request approval of a zoning map amendment of R-1A, Single-Family Residential District to R-1B, Single-Family Residential District for a portion of the property located at 200 N Bellemont Rd (PIN: 21-02-151-002) 3.75 acres more or less. (Ward 8)

B. **PS-03-21** Public hearing, review, and action on a petition submitted by Ron Block, Manager of Dewitt Farms, LLC to request approval of a preliminary plan for the Davis Block Subdivision and waiver from the Subdivision Code of the requirement to construct public sidewalk along the east side of Mercer Avenue for the property located at 200 N Bellemont Rd (PIN: 21-02-151-002) 4.99 acres. (Ward 8)

Ms. Simpson introduced the item and presented staff's recommendation of approval of the zoning map amendment. She explained that the property owner is seeking a zoning map amendment in order to develop nine single-family lots. Regarding the standards for a zoning map amendment, Ms. Simpson stated that the requested rezoning is consistent with the single-family residential character of the surrounding area and promotes infill development.

Ms. Simpson then introduced the preliminary plan and presented staff's recommendation of approval. She mentioned that the primary difference between R-1A and R-1B is the permitted lot size and density. She went on to review the site's existing infrastructure and the proposed cul-de-sac extension of Bellemont Avenue and sewer extension. The developer requested a waiver from providing new sidewalk on Mercer Avenue; Ms. Simpson stated that staff is supportive of the waiver due to the fact that Mercer Avenue does not have sidewalks and because repairing existing sidewalks is prioritized over installing new ones in the Sidewalks Master Plan.

Mr. Boyd asked for clarification regarding the differences in density between R-1A and R-1B. Ms. Simpson explained that R-1A allows for two units per acre and has a minimum lot size of 22,500 square feet. R-1B allows for six units per acre and a minimum lot size of 7,000 sq ft, and has somewhat smaller setbacks. Mr. Boyd confirmed that sidewalk does not currently exist on Mercer Avenue. Ms. Simpson affirmed this.

Jeremy Schreck, the engineer, was sworn in for testimony. He clarified that storm sewer would be separated out from the sanitary sewer.

Julia Davis, attorney for the petitioner, was sworn in for testimony. She provided an overview of the property's history and stated it would be an asset to those employed in surrounding areas.

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

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Robert Werkman was sworn in for testimony. He stated his concern related to the reduced lot size of the proposed development and its potential impact on property values. He asked what the size and value of the proposed homes would be.

Greg Shepard was sworn in for testimony. He stated that the letter he sent would stand for his testimony.

Ms. Davis stated that the size and workmanship of the proposed homes will meet the standards of the R-1B District. She stated that further specifics would be determined after the case had been decided.

Mr. Schreck stated that the smallest lot would be 0.32 acres and that they are comparable to that of neighboring R-1A properties.

Mr. Werkman asked whether the lot sizes would be made smaller. Ms. Davis clarified that they would not.

Ms. Simpson entered the emailed comments received prior to the hearing into the record.

Mr. Stanczak motioned to find the standards met for the rezoning request, Case Z-07-21. Mr. Boyd seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

Mr. Stanczak motioned to approve of the requested rezoning. Mr. Boyd seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

The Commission then considered Case PS-03-21.

Mr. Boyd motioned to accept the findings of fact as presented by staff and as they relate to the requested waiver. Ms. Montney seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

Mr. Krieger motioned to approve of the requested waiver. Mr. Stanczak seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

Mr. Boyd motioned to accept the findings of fact as presented by staff and as they relate to the preliminary plan. Mr. Krieger seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

DRAFT

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Mr. Boyd motioned to recommend approval of the proposed preliminary plan, Case PS-03-21. Mr. Krieger seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

C. PR-02-21 Public hearing, review, and action on a petition submitted by Sheheryar Muftee for a legislative site plan review and special use permit in the B-1 General Commercial District, for an addition to the Islamic Center Prayer Hall, for the property located at 421 Olympia Drive (PINs: 22-07-200-062 and 22-07-200-061). (Ward 8)

Mr. Boyd motioned to table the item to the April 14, 2021 meeting due to time constraints. Mr. Krieger seconded. Roll call vote: Mr. Sant-Amour - Abstain, Mr. Stanczak - Yes, Mr. Boyd - Yes, Mr. Krieger - Yes, Ms. Monteny - Yes, Chairperson Headean - Yes.

OLD BUSINESS

No items.

NEW BUSINESS

Introduction of New Member—Brady Sant Amour

This item was tabled to the April 14, 2021 meeting.

ADJOURNMENT

Mr. Boyd motioned to adjourn. Mr. Krieger seconded. The meeting was adjourned at 4:57 PM by voice vote (6-0-0).

DRAFT

MEETING MINUTES

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WEDNESDAY, MARCH 24, 2021

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CONSENT AGENDA ITEM NO. 8.S

FOR COUNCIL: April 26, 2021

SPONSOR: Economic & Community Development Department

WARD IMPACTED: Ward 8

SUBJECT: Consideration and action on an Ordinance Approving a Site Plan and Special Use Permit for the Expansion of a Place of Worship in the B-1 General Commercial District, for Property Located at 421 Olympia Drive, as requested by the Economic & Community Development Department.

RECOMMENDED MOTION:

The proposed Ordinance be approved.

STRATEGIC PLAN LINK:

-Goal 3. Grow the Local Economy

STRATEGIC PLAN SIGNIFICANCE:

-Objective 3a. Retention and growth of current local businesses

BACKGROUND: The subject property is located within the 19th addition of Towanda Barnes Business Park, located east of Towanda Barnes Road and south of E. Oakland Road. The property is zoned B-1 General Commercial District and is improved with a place of worship. The applicant is requesting approval of a legislative site plan review and special use permit to facilitate the expansion of the existing facility.

The Planning Commission held a public hearing on the proposed site plan and special use permit on April 14, 2021. The item was originally scheduled for March 24, 2021 but was tabled due to a lack of quorum. The Commission found the project to meet the standards for a legislative site plan review and a special use permit, and recommended approval by vote of 9-0-0. The recommendation is consistent with the staff recommendation.

The staff report and meeting documents from the April 14, 2021 meeting are online at <https://www.cityblm.org/Home/ShowDocument?id=26149>. Minutes from the meeting are attached to this report. A recording of the public hearing is available online at www.cityblm.org/live.

City staff is aware of heightened concerns regarding the current COVID-19 pandemic. However, this agenda item was initiated by a private entity working to redevelop an existing site. Staff is recommending action since delay could negatively impact this investment in our community.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: For the public hearing originally scheduled for March 24, 2021, the City published notice of the hearing in *The Pantagraph* on Monday March 8, 2021, courtesy notices were mailed to 25 property owners within 500 feet of the subject property; and City staff placed a large metal notification sign on the

property. Due to a lack of quorum, the hearing was tabled until the April 14, 2021 meeting and was reconvened on that date. No one, outside of the applicant, spoke in favor of the petition. No one spoke against the petition. The Commission unanimously recommended approval of the special use permit and site plan review. Draft meeting minutes are attached to this memo.

FINANCIAL IMPACT: No potential impacts are expected.

COMMUNITY DEVELOPMENT IMPACT: The property is classified as a Tier-1 Infill Redevelopment Priority on the Land Use Priorities map of the Comprehensive Plan.

Respectfully submitted for Council consideration.

Prepared by: Katie Simpson, City Planner

Reviewed by:



Melissa Hall, Economic and Community Development Director

4/18/2021



Chris Tomertin, Budget Manager

4/19/2021

George Boyle
George Boyle, Assistant Corporation Counsel

4/21/2021



Tara Henry, Legislative Assistant

4/21/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- E&CD 3B Ordinance_421 Olympia
- E&CD 3C Exhibit B Site Plan 421 Olympia Drive
- E&CD 3D DRAFT Planning Commission Minutes 041421_PR-02-21

ORDINANCE NO. 2021 - _____

**AN ORDINANCE APPROVING A SITE PLAN AND SPECIAL USE PERMIT FOR THE
EXPANSION OF A PLACE OF WORSHIP IN THE B-1 GENERAL COMMERCIAL DISTRICT,
FOR PROPERTY LOCATED AT 421 OLYMPIA DRIVE**

WHEREAS, there was heretofore filed with the Economic and Community Development Department of the City of Bloomington, McLean County, Illinois, a petition and site plan requesting approval of legislative Site Plan review and a Special Use Permit for the expansion of a place of worship in the B-1 General Commercial District for certain premises hereinafter described in Exhibit A; and

WHEREAS, after proper notice was given, the Bloomington Planning Commission conducted a public hearing on said petition; and

WHEREAS, at said public hearing, the Bloomington Planning Commission made findings of facts that such Site Plan and Special Use as illustrated in the Site and Landscape Plans hereinafter described in Exhibit(s) B, complied with the standards for granting approval of the legislative site plan found in Chapter 44 Division 17-9 of the Bloomington City Code, as amended, and such standards for granting a special use found in Chapter 44 Division 17-7, specifically:

- 1.) The establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, comfort or general welfare;
- 2.) That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood;
- 3.) That the establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the zoning district;
- 4.) That adequate utilities, access roads, drainage and/or necessary facilities have been or will be provided;
- 5.) That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets;
- 6.) That the special use shall, in all other respects, conform to the applicable regulations of the district in which it is located.

WHEREAS, the City Council of the City of Bloomington has the power to pass this Ordinance and approve this site plan and special use permit.

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

1. The above recitals are hereby incorporated into this Ordinance.
2. The City Council adopts the findings of fact for the Site Plan Review criteria recommended by the Planning Commission.
3. The City Council adopts the findings of fact for the Special Use Permit recommended by the Planning Commission.
4. The City Council hereby approves the Site Plan and the Special Use Permit for the expansion of a place of worship for the property at 421 Olympia Drive legally described in Exhibit A and depicted in Exhibit(s) B.
5. This Ordinance shall take effect immediately upon passage and approval.

PASSED this 26th day of April 2021.

APPROVED this _____ day of April 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

Exhibit A
“Legal Description”

Lot 38 in the Nineteenth Addition to Towanda Barnes Business Park, Bloomington, according to the Plat thereof recorded June 14, 2007, as Document No. 2007-00015254, situated in Mclean County, Illinois.

Said property contains 3.043 acre, more or less.

ISLAMIC CENTER OF McLEAN COUNTY

421 OLYMPIA DRIVE, BLOOMINGTON, ILLINOIS 61704



PERSPECTIVE VIEW

EXHIBIT B

PROJECT TITLE
ISLAMIC CENTER OF
McLEAN COUNTY
PRAYER HALL ADDITION

DESIGNED BY
FANSTWORTH GROUP
1000 UNIVERSITY DRIVE
BLOOMINGTON, ILLINOIS 61704
618-998-0000
WWW.FANSTWORTHGROUP.COM

FIELD OFFICE BOX

FANSTWORTH
GROUP

1000 UNIVERSITY DRIVE
BLOOMINGTON, ILLINOIS 61704
618-998-0000
WWW.FANSTWORTHGROUP.COM

REGISTERED ARCHITECTS
ILLINOIS
PROFESSIONAL SEAL

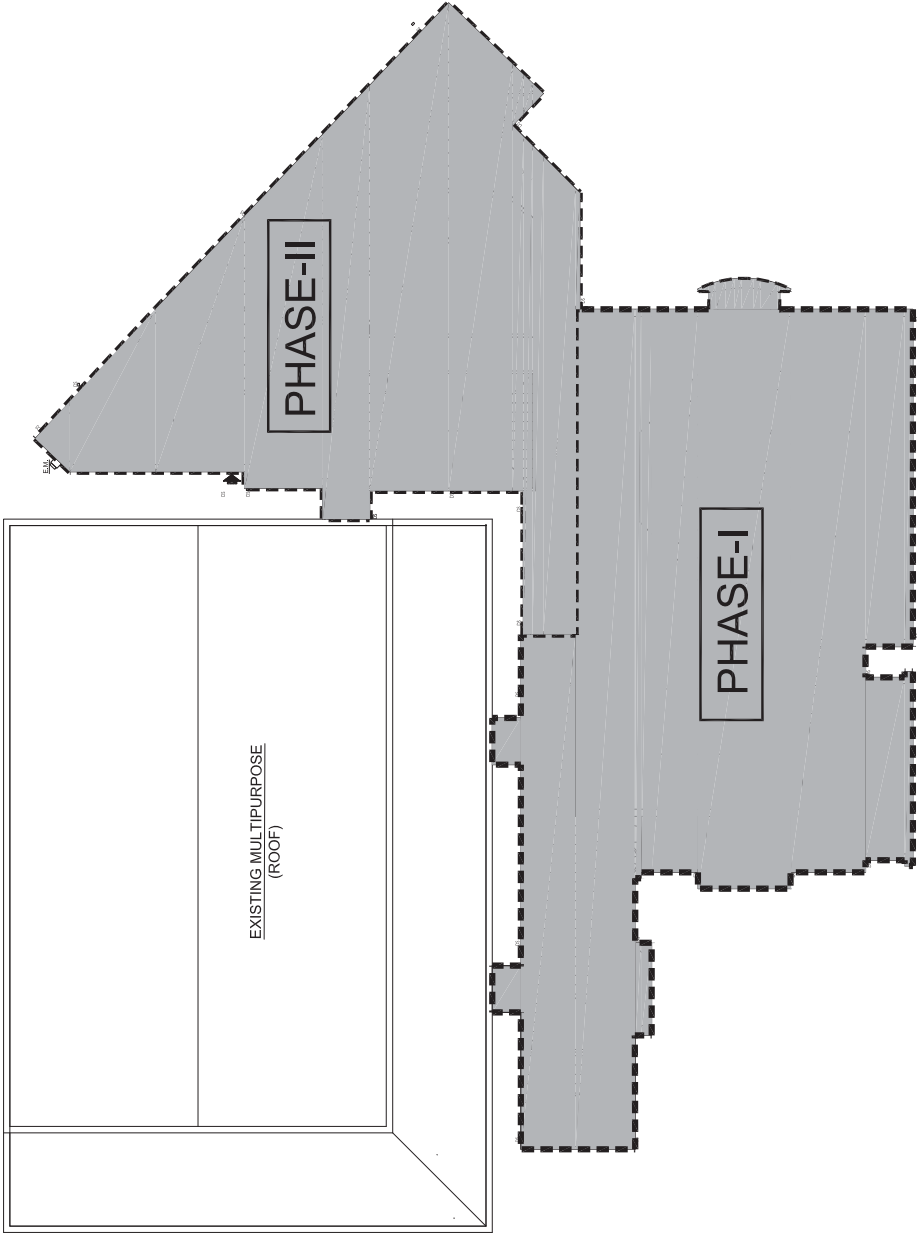
na
ROMANA ARCHITECTS LLP INC

REGISTERED ARCHITECTS
ILLINOIS
PROFESSIONAL SEAL

PROJECT NO. 2020-0001
SHEET NO. 001
DATE: 01/15/2020

PROJECT NO. 2020-0001
SHEET NO. 001
DATE: 01/15/2020

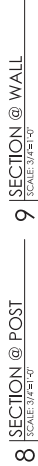
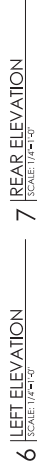
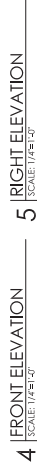
PROJECT NO. 2020-0001
SHEET NO. 001
DATE: 01/15/2020



1 | PROJECT PHASE PLAN
SCALE: 1/8"=1'-0"

- PHASE-I MEN'S PRAYER SPACE
WOMEN'S PRAYER SPACE
OFFICE ROOMS
MEETING ROOMS
BASEMENT
- PHASE-II CLASS ROOMS(FOR SUNDAY SCHOOL)
OFFICE ROOM
STORAGE
ONE STORY STRUCTURE
NO BASEMENT

PROJECT DATA:	
ZONING DISTRICT:	B-1 BUSINESS (SPECIAL USE PERMIT CURRENTLY)
LOT AREA:	132546.42 SQFT.
EXISTING BUILDING FOOTPRINT:	8,592.64 SQFT.
PROPOSED PHASE-I FOOTPRINT:	5,986.79 SQFT.
PROPOSED PHASE-II FOOTPRINT:	4,272.49 SQFT.
TOTAL PROPOSED FOOTPRINT:	10,259.28 SQFT. (PHASES I&II)
FIRST FLOOR AREA:	5986.79 SQFT. (PHASE-I)
SECOND FLOOR AREA:	1,941.80 SQFT. (PHASE-I)
TOTAL PROPOSED BUILDING AREA:	7,928.59 SQFT. (PHASE-I)
BASEMENT AREA:	5,300.49 SQFT. (PHASE-I)
SLAB ON GRADE AREA:	673.00 SQFT. (PHASE-I)
SLAB ON GRADE AREA:	3,883.38 SQFT. (PHASE-II)
BUILDING HEIGHT:	45'-0" (T/MAIN DOME FROM GRADE)
F.A.R. :	ALLOWED=1.0 >PROPOSED =.06
RESTROOMS:	SHARED WITH EXISTING BUILDING
EXISTING PARKING:	PLEASE REFER TO CIVIL DRAWINGS
PROPOSED PARKING:	PLEASE REFER TO CIVIL DRAWINGS
TOTAL PARKING:	PLEASE REFER TO CIVIL DRAWINGS
SPRINKLER SYSTEM:	YES, IN PROPOSED BUILDING
CONSTRUCTION:	BRICK VENEER W/BLOCK METAL ROOF AND FLAT ROOF SYSTEM



1 ROOF PLAN
SCALE: 1/8"=1'-0"

[illegible]

1 BUILDING SECTION
SCALE: 1/8"=1'-0"



PILL, LODGE AND EXISTING PARKING WITH IMPROVED LANDSCAPE

OLYMPIA DRIVE (60' R.O.W.)

EXHIBIT B

PLANTING PLAN
SCALE: 1"=20'

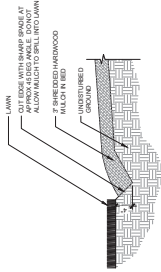
BUILDING FOUNDATION REQUIRED: 1 SHRUB FOR EVERY 3' OF BUILDING FRONTAGE
207 BUILDING FRONTAGE = 69 SHRUBS REQUIRED
PROVIDED: 1 ORNAMENTAL TREE, 94 SHRUBS, 64 PERENNIALS

PARKING LOT PERIMETER REQUIRED: 16" DEPTH LANDSCAPED ALONG PARKING LOT FRONTAGE
167 PARKING LOT FRONTAGE = 52 SHRUBS REQUIRED
PROVIDED: 62 SHRUBS PROVIDED

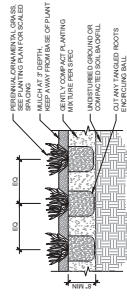
PARKING LOT INTERIOR REQUIRED: 1 TREE FOR EVERY ISLAND, A MINIMUM OF 75% OF

[illegible]

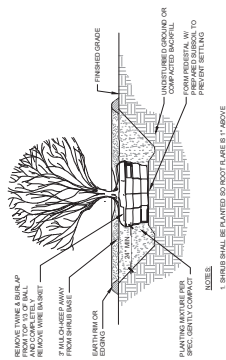
1. PLANT SUBSTITUTIONS WILL NOT BE ACCEPTABLE UNLESS APPROVED BY THE LANDSCAPE ARCHITECT.
2. THE CONTRACTOR SHALL FAMILIARIZE THEMSELVES WITH THE SCOPE OF WORK, LOCATION OF UTILITIES, AND EXISTING CONDITIONS BEFORE PROCEEDING WITH THE WORK.
3. THE CONTRACTOR SHALL CHECK AND VERIFY ALL EXISTING CONDITIONS AND REPORT ANY DISCREPANCIES BETWEEN CONSTRUCTION DOCUMENTS AND ACTUAL FIELD CONDITIONS.



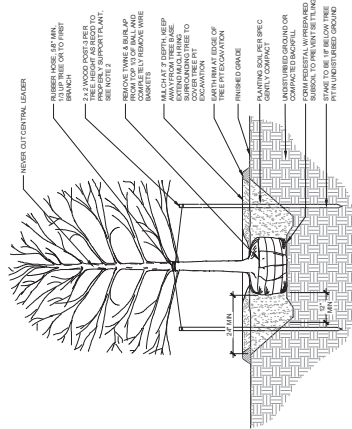
4 LANDSCAPE EDGING
SCALE: NOT TO SCALE



3 PERENNIAL PLANTING
SCALE: NOT TO SCALE



2 SHRUB PLANTING
SCALE: NOT TO SCALE



1 DECIDUOUS TREE PLANTING
SCALE: NOT TO SCALE

PR-02-21 Public hearing, review, and action on a petition submitted by Sheheryar Muftee for a legislative site plan review and special use permit in the B-1 General Commercial District, for an addition to the Islamic Center Prayer Hall, for the property located at 421 Olympia Drive (PINs: 22-07-200-062 and 22-07-200-061). (Ward 8)

Ms. Kelly provided the staff report. She described the subject property and surrounding uses, and its link to the Comprehensive Plan. She described the project including the FAR, height, and parking ratios. She explained that the petitioner submitted a revised site plan that addresses the conditions originally requested by staff.

Sheheryar Muftee, 501 Greenbrier Drive, was sworn in. He mentioned that this project will serve worshippers within a 49-mile radius.

Mr. Mohr asked about the parking needs and whether the required parking would align with the need of the community. Mr. Muftee stated that on some occasions the parking lot is anticipated to be used to its fullest capacity. Mr. Mohr asked if it would place a financial strain on the petitioner to provide the full amount of parking spaces required by the Zoning Ordinance. Mr. Muftee stated that the non-profit organizations involved in the project will fundraise in order to support its completion.

Mr. Muehleck attested to the necessity of the 135 parking spaces, suggesting that it is appropriate for the occasionally high levels of activity he has observed at the property.

Mr. Stanczak motioned to adopt the findings of fact as presented by staff relating to the site plan review. Mr. Muehleck seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger—Yes; Mr. Boyd - Yes; Mr. Muehleck—Yes; Mr. Mr. Krieger - Yes; Mr. Mohr—Yes; Ms. McCann—Yes; Ms. Monteny—Yes, Chairperson Headean - Yes. The motion was approved (9-0-0).

Mr. Stanczak motioned to recommend approval of the site plan. Mr. Danenberger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger—Yes; Mr. Boyd - Yes; Mr. Muehleck—Yes; Mr. Mr. Krieger - Yes; Mr. Mohr—Yes; Ms. McCann—Yes; Ms. Monteny—Yes, Chairperson Headean - Yes. The motion was approved (9-0-0).

Mr. Stanczak motioned to adopt the findings of fact as presented by staff for the special use criteria. Mr. Krieger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger—Yes; Mr. Boyd - Yes; Mr. Muehleck—Yes; Mr. Mr. Krieger - Yes; Mr. Mohr—Yes; Ms. McCann—Yes; Ms. Monteny—Yes, Chairperson Headean - Yes. The motion was approved (9-0-0).

Mr. Stanczak motioned to recommend approval of the special use. Mr. Krieger seconded. Roll call vote: Mr. Stanczak - Yes, Mr. Danenberger—Yes; Mr. Boyd - Yes; Mr. Muehleck—Yes; Mr. Mr. Krieger - Yes; Mr. Mohr—Yes; Ms. McCann—Yes; Ms. Monteny—Yes, Chairperson Headean - Yes. The motion was approved (9-0-0).

DRAFT

MEETING MINUTES

PUBLISHED BY THE AUTHORITY OF THE PLANNING COMMISSION OF BLOOMINGTON, ILLINOIS

WEDNESDAY, APRIL 14, 2021

Page | 1

REGULAR AGENDA



REGULAR AGENDA ITEM NO. 9.A

FOR COUNCIL: April 26, 2021

SPONSOR: Human Resources Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action to approve the Arthur J. Gallagher Proposal of Insurance, in the amount of \$1,084,576 for service from May 1, 2021 through April 30, 2022; on the Client Services Agreement; and on an Ordinance Amending the Budget Ordinance for the Fiscal Year Ending April 30, 2022, as requested by the Human Resources Department.

RECOMMENDED MOTION:

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

Services from AJG covered under this proposal include:

- Prepare Renewal Strategy Plan for client and insurance consultant
- Prepare renewal spreadsheets and forms. Obtain renewal information from the client and consultant
- Produce comprehensive submissions, based on underwriting data completed and present to each selected market
- Provide the client and insurance consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame
- Market / Place / Bind coverage as instructed by the client and the insurance consultant
- Review the accuracy of all policies and obtain corrections where needed in a timely manner
- Distribute copies of policies to both the client and the insurance consultant
- Process endorsement requests with carriers as requested by the client and the insurance consultant
- Arrange for issuance of auto ID cards and certificates of insurance as requested by the client
- Prepare for and attend meetings, as requested by the client or insurance consultant
- Review insurance contracts / vendor certificates as requested

City Staff is aware of heightened concerns regarding the current COVID-19 pandemic, however this project is a priority of the City and staff is recommending it be approved. The project is a priority because The City must carry insurance coverage in order to continue to be financially sound. The Finance Department has further reviewed the costs associated with the project and believes adequate funding will be available.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The overall cost of coverage and brokerage service for Fiscal Year 2022 (May 1, 2021 - April 30, 2022) is \$1,084,576. This includes the Insurance Broker Service fee of \$40,777. If approved, a budget amendment will be presented to zero out the Contribution to Fund Balance proposed at \$16,300 and to propose the Use of Fund Balance of \$79,542.95 to pay for the difference of \$95,842.95 between the cost for FY 2022 and the budgeted amount. The Casualty Insurance Fund has sufficient Fund Balance to cover the cost. Stakeholders can locate the Casualty Insurance Fund Budget in the FY 2022 Proposed Budget Book titled "Other Funds & Capital Improvement" on page 130. The accounts to be paid out of are the Casualty Insurance-Other Professional & Technical Services account (60150150-70220) totaling \$40,777 for the Insurance Broker Service fee; \$306,082 from the Casualty Insurance-Workers Compensation Premium account (60150150-70702); \$405,722 from the Casualty Insurance-Liability Insurance Premium account (60150150-70703) and \$331,995 from the Casualty Insurance-Property Insurance Premium account (60150150-70704). See the Budget Ordinance and Exhibit for additional information.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Alex Rosas, Safety & Risk Manager

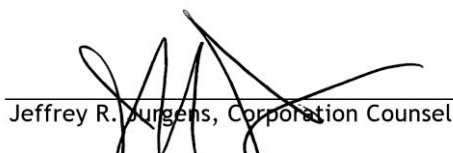
Reviewed by:


Nicole Albertson, Director of Human Resources

4/16/2021


Chris Tomertin, Budget Manager

4/19/2021

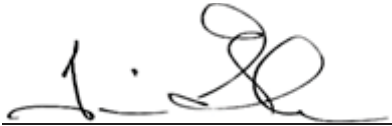

Jeffrey R. Jurgens, Corporation Counsel

4/20/2021


Tara Henry, Legislative Assistant

4/22/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- HR 1B City of Bloomington Client Service Agreement Signed
- HR 1C City of Bloomington Proposal of Insurance
- HR 1D City of Bloomington Insurance Structure Chart
- HR 1E Ordinance Insurance & Brokerage Service
- HR 1F Exhibit Insurance & Brokerage Service

CLIENT SERVICES AGREEMENT

This Client Services Agreement (this “**Agreement**”) is made and entered into as of the 1st day of May, 2021 (the “**Effective Date**”) by and between CITY OF BLOOMINGTON, an Illinois Public Entity, Municipal (“**Client**”), and Arthur J. Gallagher Risk Management Services, Inc., an Illinois corporation, and its licensed brokerage affiliates (“**Gallagher**”). Client and Gallagher shall each be referred to herein as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, Gallagher is a global insurance brokerage and risk management services firm, and Client desires to retain Gallagher to provide certain services, as further described on Exhibit A attached hereto (collectively, the “**Services**”).

NOW, THEREFORE, in consideration of the mutual promises contained herein, Gallagher and Client hereby agree as follows:

I. TERM AND TERMINATION

This Agreement shall commence on the Effective Date and continue for a term of one (1) year. This Agreement may be renewed upon mutual agreement of both parties on the first anniversary of the Effective Date for one (1) year. This Agreement may be terminated by either Party at any time upon thirty (30) days’ prior written notice. In the event of any such termination, Gallagher will work with Client during such 30-day period to transition its account as directed.

II. SERVICES

Gallagher will provide the Services for Client as set forth on Exhibit A and incorporated herein, which Exhibit A may be amended from time to time as agreed upon in writing by the Parties. For Services that specifically include insurance placement by Gallagher as the broker, Client hereby authorizes Gallagher to represent and assist Client in all discussions and transactions with insurance companies relating to the lines of insurance set forth on Exhibit A when acting as Client’s insurance broker, provided that Gallagher shall not place any insurance on behalf of Client unless so authorized by Client in writing. In addition, Services that include the placement of insurance coverage require the following:

A. Client shall provide Gallagher with all information and documentation that may be relevant to the applicable risks that Client would like to insure, as requested by Gallagher and/or underwriters from which Gallagher intends to secure quotes. This information shall include any facts material to a fair assessment of the risk by underwriters, including risk exposures and loss experience, and shall be updated as information changes or is discovered after inception of coverage. Client’s failure to fully and completely disclose all such information could result in a carrier declining coverage for a specific loss or voiding Client’s insurance coverage altogether.

B. Gallagher will consult with Client regarding the terms of the insurance quotes received, and Client shall have sole discretion in the selection of the ultimate insurance markets and policies chosen, as well as any other decisions involving Client’s risk management, risk transfer and/or loss prevention needs. Gallagher will use reasonable efforts to secure insurance coverages on Client’s behalf and as directed by Client. Client must read all coverage proposals and policies carefully, as actual coverage is determined by the applicable policy language. Gallagher will provide guidance to Client regarding Client’s policy or coverage inquiries. In the event an insurer cancels or refuses to issue a particular policy, Gallagher will use reasonable efforts to obtain replacement coverage from another insurer.

C. Client is responsible for notifying applicable insurance companies directly in connection with any claims, demands, suits, notices of potential claims or any other matters in accordance with the terms and conditions of Client’s policies. Upon request, Gallagher will assist Client in determining applicable claim reporting requirements.

- D. Client has no obligation to purchase an insurance product through Gallagher.

III. COMPENSATION, TAXES AND FEES

A. Client shall pay Gallagher fees for the Services set forth on Exhibit A. Where permitted, the Services may include fees in lieu of or in addition to commission for placement of insurance. If Gallagher receives fees for insurance placement, the policy(ies) will be listed in Exhibit A, along with the fee for that insurance placement. Fees for post insurance placement Services may also be included in Exhibit A.

B. Gallagher's fees under this Agreement shall be fully earned on the Effective Date (and any anniversary thereof). All amounts shall be due and payable to Gallagher in U.S. dollars, within thirty (30) days after Client's receipt of the applicable invoice. Any amounts not paid when due will accrue interest at the rate of one and one-half percent (1.5%) per month or the highest rate permitted by applicable law, whichever is less. Client shall inform Gallagher in the event that Client's business operations change substantially, including the applicable risks insured. Under such circumstances, Client and Gallagher will negotiate in good faith to adjust the amount of commission and/or fees to be paid to Gallagher hereunder.

C. Where applicable, insurance coverage placements and other Services provided by Gallagher may require the payment of federal excise taxes, surplus lines taxes, stamping or other fees to the Internal Revenue Service, various State(s) departments of revenue, state regulators, boards or associations. In such cases, Client is responsible for the payment of such taxes and/or fees, which Gallagher will separately identify on related invoices. Under no circumstances will these taxes or other related fees or charges be offset against fees or commissions due to Gallagher hereunder.

IV. ADDITIONAL COMPENSATION AND FEES

A. In addition to the fees and/or commissions set forth in Exhibit A or otherwise described herein, Gallagher may also receive interest or other investment income on funds temporarily held by it, such as premiums or return premiums. Other parties, such as excess and surplus lines brokers, wholesalers, reinsurance intermediaries, underwriting managers, captive managers and similar parties, some of which may be owned in whole or in part by Gallagher's corporate parent, may earn and retain usual and customary commissions and fees in the course of providing insurance products to clients.

B. Any compensation that Gallagher receives from insurance carriers may differ depending on the market and the insurance product placed on Client's behalf. Gallagher agrees that it shall not accept contingent or supplemental commissions on any of Client's placements.

C. Client is responsible for payment of premiums for all insurance placed by Gallagher on its behalf. If any amount is not paid in full when due, including premium payments to insurance companies or premium finance companies, such nonpayment will constitute a material breach of this Agreement that will allow Gallagher to immediately terminate this Agreement upon written notice to Client, at its sole option. Further, the applicable insurance carrier may terminate the associated coverage for nonpayment. In addition, and not in lieu of the right to terminate, Gallagher reserves the right to apply return premiums or any other payment received by Gallagher on Client's behalf to any amounts owed by Client to Gallagher unless, and solely to the extent that, such return premiums or other payments are disputed by Client.

V. CONFIDENTIALITY & DATA PRIVACY

A. As used in this Agreement, Confidential Information means any nonpublic, proprietary or personal data and information furnished by either Party or its agents or representatives to the other Party or its agents and representatives, whenever furnished and regardless of the manner or media in which

such information is furnished, which the receiving Party knows or reasonably should know to be confidential. Each Party shall treat Confidential Information as confidential and only use it in the performance of its obligations under this Agreement.

B. The Parties acknowledge that Confidential Information includes personal data provided to Gallagher by Client for the benefit of Client and/or its employees to facilitate the placement of insurance and/or the Services set forth in Exhibit A. Both Parties also agree that the Confidential Information may include information that alone, or in combination with other information, uniquely identifies an individual. Client agrees that Gallagher is permitted to disclose and transfer Client's Confidential Information to Gallagher's affiliates, agents or vendors that have a need to know the Confidential Information in connection with the Services provided under this Agreement (including insurance carriers, as necessary, for quoting and/or placing insurance coverages). In addition, Gallagher may also utilize anonymized/de-identified Client data in connection with data analytics, service enhancement initiatives and similar business purposes. Either Party may also disclose such information to the extent required to comply with applicable laws or regulations or the order of any court or tribunal. Gallagher has established security controls to protect Client confidential information from unauthorized use or disclosure. For additional information, please review Gallagher's Privacy Policy located at <https://www.ajg.com/privacy-policy/>.

C. Both Gallagher and Client agree to comply with all state and federal laws, rules, and orders that relate to privacy and data protection which are, or which in the future may be, applicable to Confidential Information, the Services or the performance of obligations under this Agreement. Upon request, Gallagher will cooperate with Client pursuant to applicable law(s) to comply with requests from individuals regarding their personal information.

This Agreement is subject to the Freedom of Information Act (FOIA).

VI. LIABILITY LIMITATIONS

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Without limiting the foregoing, each Party shall only be liable for actual damages incurred by the other Party, and shall not be liable for any indirect, special, exemplary, consequential, reliance, or punitive damages or for any attorneys' fees other than as described in Section VIII.A below (whether incurred in a dispute or an action against the other, or as alleged damages that any Party incurred in any insurance coverage dispute, or otherwise). No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either Party any later than two (2) years after the accrual of such claim or cause of action.

VII. MISCELLANEOUS

A. Indemnification. Each Party agrees to defend, indemnify and hold the other Party and its affiliates and their respective directors, officers, employees and agents harmless from any and all losses, liabilities, exposures, damages and all related costs and expenses, including reasonable legal fees, to the extent arising from or relating to any third party claims, demands, suits, allegations, or causes or threats of action based on the indemnifying Party's: (i) breach of any representation, warranty or covenant made by such Party hereunder, or (ii) grossly negligent acts or omissions or intentional misconduct; provided, however, that the indemnifying Party's indemnification obligations hereunder shall be reduced to the extent that such losses and damages arise from the acts or omissions of the other Party or its employees or agents.

B. Advisory Services. The Services provided by Gallagher, its employees and affiliated companies do not constitute legal or tax advice. Client must consult with its own legal and financial advisors to become fully apprised of any legal or financial implications to its business.

C. Assignment. This Agreement shall apply to and bind the successors and assigns of the Parties hereto, including, in the event of a Party's insolvency, debtors-in-possession and any appointed trustee or administrator. This Agreement shall not be assignable by either Party, except with the prior

written consent of the other Party; provided, however, that either Party may assign this Agreement to an affiliate or in the event of a merger or sale, provided the assignee is willing and able to assume such Party's obligations hereunder.

D. Independent Contractor. Gallagher is engaged to perform Services as an independent contractor of Client and not as an employee or agent of Client, and will not be operating in a fiduciary capacity.

E. Governing Law & Venue. This Agreement and any Dispute relating to or arising out of this Agreement shall be governed by the laws of the State of Illinois, without regard to its conflict of law rules. Any litigation under Section VI.A of this Agreement shall be brought in federal or state court in McLean County, Illinois.

F. Force Majeure. Neither Party shall be liable to the other for any delay or failure to perform any of its obligations under this Agreement (other than payment obligations) as a result of flood, earthquake, storm, other act of God, fire, derailment, accident, labor dispute, explosion, war, act of terrorism, sabotage, insurrection, riot, embargo, court injunction or order, act of government or governmental agency or other similar cause beyond its reasonable control.

G. Counterparts. This Agreement may be executed in multiple counterparts (including by scanned image or electronic signature), each of which shall be considered one and the same agreement, and shall become effective when signed by each of the Parties hereto and delivered to the other Party.

H. Warranties. Except as expressly set forth in this Agreement, Gallagher makes no other warranties of any kind with respect to the Services, including, without limitation, warranties that may be implied from a course of performance, dealing or trade usage.

I. Severability. If a court/arbitrator of competent jurisdiction determines that any provision of this Agreement is void or unenforceable, that provision will be severed from this Agreement, and the court/arbitrator will replace it with a valid and enforceable provision that most closely approximates the intent of the Parties, and the remainder of this Agreement will otherwise remain in full force and effect.

J. Entire Agreement. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof, and supersede all prior negotiations, agreements and understandings as to such matters.

K. Non-Waiver. The Parties agree that any delay or forbearance by either Party in exercising any right or remedy under this Agreement or otherwise afforded by applicable law shall not be a waiver of or preclude the exercise of any such right or remedy. No change, waiver or discharge hereof shall be valid unless in writing and executed by the Party against whom such change, waiver or discharge is sought to be enforced.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the Effective Date.

**ARTHUR J. GALLAGHER RISK
MANAGEMENT SERVICES, INC.**

CITY OF BLOOMINGTON

By: 

By: _____

Name: Cindy LaMantia

Name: _____

Title: President-Great Lakes Region

Title: _____

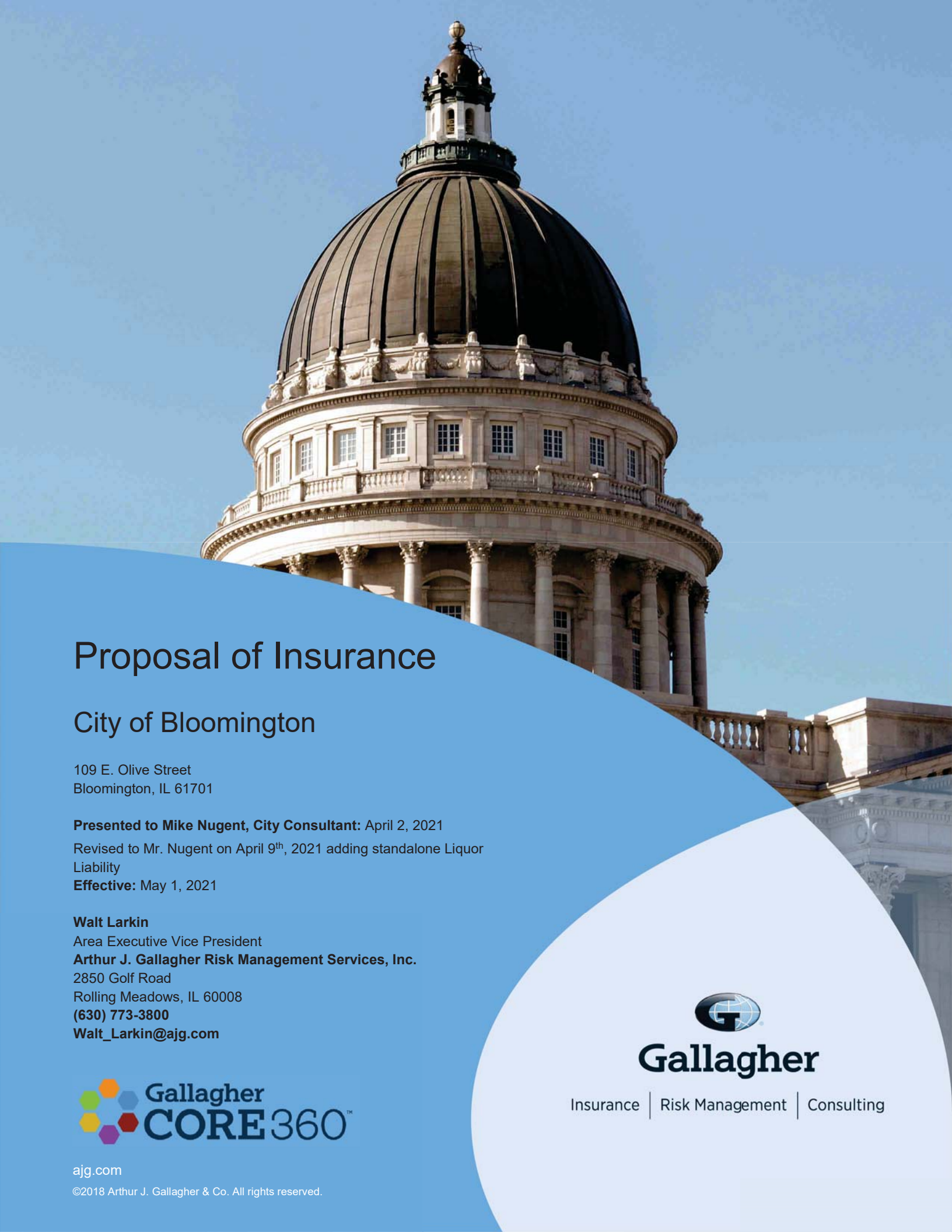
Fee: \$40,777
5/1/2021 to 5/1/2022

EXHIBIT A
City of Bloomington

BROKERAGE SERVICES FOR POLICY TERM 5/1/2020 to 5/1/2021

Coverages provided under this Service Agreement: Property (including Inland Marine) General Liability, Auto Liability, Auto Physical Damage, Law Enforcement Liability, Public Officials Liability (including Employment Practices Liability), Employee Benefits Liability, Excess Liability, Excess Workers Compensation, Boiler & Machinery, and Crime

1. Prepare Renewal Strategy Plan for Client and Risk Management Consultant.
2. Prepare Renewal Spreadsheets and forms. Obtain renewal information from the Client and Consultant.
3. Produce comprehensive submissions, based on underwriting data compiled and present to each selected market.
4. Provide the Client and Risk Management Consultant a detailed renewal proposal outlining pricing and coverage information within requested time-frame.
5. Place/Bind coverage as instructed by the Client and the Risk Management Consultant.
6. Arrange for binders to be prepared and deliver binders to the Client and copy to Risk Management Consultant.
7. Review the accuracy of all policies and obtain corrections where needed in a timely manner.
8. Distribute copy of policies to both the Client and Risk Management Consultant.
9. Process endorsement requests with carriers as requested by the Client and the Risk Management Consultant.
10. Issue or arrange for issuance of Auto ID cards and Certificates of Insurance (within 24 hours) as requested by the Client.
11. Act as Liaison if necessary between claims TPA/Insurance Carrier(s) and Client
12. Prepare for and attend meetings, as requested by the Client/Consultant/Board.
13. Review Insurance Contracts/Vendor Certificates as requested.



Proposal of Insurance

City of Bloomington

109 E. Olive Street
Bloomington, IL 61701

Presented to Mike Nugent, City Consultant: April 2, 2021

Revised to Mr. Nugent on April 9th, 2021 adding standalone Liquor Liability

Effective: May 1, 2021

Walt Larkin

Area Executive Vice President

Arthur J. Gallagher Risk Management Services, Inc.

2850 Golf Road

Rolling Meadows, IL 60008

(630) 773-3800

Walt_Larkin@ajg.com



ajg.com

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Insurance | Risk Management | Consulting

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Executive Summary/Exposure History

The following is an outline of renewal terms, conditions and pricing for the City of Bloomington effective May 1, 2021 to May 1, 2022.

Renewal efforts started in December 2020 given the enormous headwinds hitting the insurance market shaken to its core from Covid 19, which is costing the industry 17B and counting. Gallagher remained focused primarily on the Property, Excess Liability and Cyber coverage lines in securing the most advantageous renewal terms. These lines are experiencing the most adverse changes coupled with deteriorating stabilization challenges. VOI's main coverages including property, liability, excess liability and cyber were marketed to competing carriers through both retail and wholesale intermediaries. Employing this marketing strategy is beneficial in providing a degree of renewal leverage with incumbents while obtaining competitive alternative carrier quotations for consideration.

Market Overview - Public Entities

As we just closed out the fourth quarter of 2020, it remains too soon to determine the full impact of COVID-19 on the Property & Casualty insurance industry continuing into 2021. Markets are continuously facing unique and interrelated challenges that industry professionals feel will continue throughout 2021 and into 2022. The Property, Liability and Cyber (re)insurers are currently dealing with the most significant issues, which are reflected in the challenges of the City's May 2021 renewal. After months of civil disturbances, insurers have become far more cautious for both property and casualty coverages, cutting back capacity and even leaving the market altogether. Rates and retentions have been rising significantly, as carriers more closely scrutinize public entity risks.

The property and liability market is undergoing a continuous long-term transition worldwide with (re)insurers re-underwriting entire books given substantial increase in natural catastrophe and major convective events, social inflation, civil disturbances, defund the police initiatives, and Covid 19 uncertainties; which in turn is resulting in a reduction in global reinsurance capacity pushing both rates and retentions significantly higher domestically. The primary objective of the public entity segment is returning to underwriting profitability that is not contingent on prevailing historically low invest income that was once relied upon to offset inadequate underwriting combined loss ratios (P&L). Public Entities continue to be one of the most challenging property segment for 2021. This challenging business classification continues to face underwriting scrutiny, diminished carrier interest, higher retention levels and "technical" base rate increases driven by tighter capacity and (re)insurance that is more expensive. Cyber insurance is undergoing a quasi-implosion as we speak given hackers targeting of public entities with known cyber insurance coverage in place. North America's largest insurance company released the following statement regarding cyber vulnerabilities:

While the exploitation of these vulnerabilities may initially have been described as "limited and targeted"; experts are seeing "[indiscriminate exploitation](#)" of the vulnerabilities. AIG has already seen initial claims tenders involving the alleged exploitation of these vulnerabilities.

Further, as of March 8, [2021] patch rates by country fall between 50-75%. Experts around the world, including your AIG Cyber Team, are concerned that ransomware actors may also start targeting these vulnerabilities. Even if organizations have recently patched, there remains a danger they were compromised prior to patching. Recent publications estimate the number of compromised machines in the US alone at more than [thirty thousand](#)

Cyber underwriters are exiting and/or now imposing million dollar deductibles on select coverage grants including Ransomware to underwrite themselves out of the risk.

Property - Starting towards the end of 2018 the property market had begun to harden... that trend accelerated throughout 2019, 2020 and continues into 2021; driving costs (premiums) higher across the US market predicated on consecutive years with combined loss ratios exceeding 100%. Along with rate increases there has been a reduction in limits, increased deductibles and closer review of coverage grants...otherwise, referred to as disciplined underwriting applied to achieve technical rates to produce a loss ratio less than 100%. These changing market

conditions warranted marketing the City's property program to ensure both a competitive and comprehensive program to best protect the financial interests of the City.

Located in the Appendix find Property & Liability state-of-the-market reports for Public Entities. These reports are intended to provide insight into the adverse conditions plaguing the Public Entity segment. While each insured has its own unique risk profile, the Public Entity insurance marketplace is subject to the same cyclical variances of the commercial sector.

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

Since December of 2020 the insurance market place has made radical adjustments to its pricing model. This is especially true with regards to property insurance. Large losses due to convective storms and forest and brush fires have forced insurers to reevaluate their catastrophic loss exposures and increase their premiums accordingly. This prediction was conveyed to the City in December and early January.

In anticipation of these expected steep premium increases, your Gallagher team conducted a thorough marketing effort in order to assure the City that no alternative was overlooked and that it received the best possible terms available in the market. The remainder of this Executive Summary will point out significant changes that are contained in this year's program compared with last as well as well as alternative options.

Recommended Casualty and Property Renewal Program

Safety National Casualty Program – Casualty Package

- **Safety National continues to offer the City of Bloomington coverage for the casualty lines. This year is the 2nd year of a 2 year rate Commitment.**
- Liability coverages \$250,000 SIR
- Auto Physical Damage coverage with \$50,000 deductible is provided. ACV for all vehicles except Stated Value for Emergency Equipment.
- Includes on-line loss control platform – free of charge to the city. See proposal for full outline of the guidelines and procedures
- Safety National provides a \$2,000,000 limit for Auto Liability; \$2,000,000 limit with \$4,000,000 Aggregate for General Liability/Employee Benefits Liability, \$2,000,000 limit with \$2,000,000 Aggregate for Public Officials Liability including Employee related claims, and \$2,000,000 limit with \$2,000,000 Aggregate Law Enforcement Liability
- Safety National is providing excess liability for \$8,000,000 limit follow form underlying policies
- Sexual Harassment is included Public Officials Liability/EPLI
- Options for Liquor Liability as now the city has responsibility for liquor sales at the Arena
- Includes coverages for; Drone Liability; Dam Liability (silent)
- TRIA included on the General Liability and Umbrella Lines only – we have included the pricing for TRIA in the total program premium
- Full Liability Terrorism is silent – no wording (inclusion or exclusion) related to this coverage
- General Liability, Auto Liability, and Employee Benefits Liability coverages will be issued on Admitted Paper
- Sexual Abuse Molestation covered under the General Liability but brought back should there be an EPLI or LEL claim per conditions of the policy
- Law Enforcement and Public Officials Liability coverages will be issued on Non-Admitted Paper meaning Surplus Lines and IL stamping Fees will apply to these two coverages – the following Coverage Summary Highlights and Premium Summary Page includes these taxes in the total program premium
- Med Pay and UM/UIM Rejected – as Safety National cannot provide Ground up Coverage
- Clash coverage included
- Loss Fund Included with \$1M limit excess

Claims Administration - Claims must be handled either by a licensed TPA or Self-Administered by experienced claim handlers. Safety National must approve the Claims Administration for each line of business prior to binding

Property - Travelers Insurance Company –

Provides flood and quake.

Provides Flood zone A with \$250,000 Deductible

Property deductible – \$100,000

Windstorm and hail – 1% per unit - \$100,000 deductible applies

Rate increase from .0562 to .075 mainly due to large \$1M loss that occurred early last May

Margin clause of 115% of individually stated values

Workers Compensation:

1). Safety National has increased the EMT/Police/Firefighters SIR from \$600,000 to \$750,000. All other classes remain at \$500,000

2). Rate increase per \$100 of payroll from .5765 to .06053

Ancillary lines

1). Excess Liability – Current \$11M Excess Limit is with Arch (\$5M) and Acceptance (\$6M). Both carriers are offering renewal terms. This gives the City \$21M total liability limits.

We approached Allied World for \$10M and they provide competitive terms (to bind a drone application is needed). Their \$10M premium is more competitive than should Acceptance provide \$5M.

Both programs are follow form Safety National \$10M

2). Crime – Hanover Insurance Company – 3rd year of a 3 year term, premium remains the same

3). Boiler – 3rd year of a 3 year term, rate remained the same

4). Cyber – ACE's maximum limit is now \$1,000,000, the city currently has \$2,000,000 in Limits with \$25,000 retention. In addition the carrier's minimum retention is now \$50,000. The City's expiring Cyber with ACE is \$2M limit with \$25K retention.

We therefore approached additional markets and most would not quote public entity or could not be competitive –those are listed in the market review section of this proposal. Gallagher was successful in obtaining a comprehensive quote from Benchmark Insurance Company underwritten by Cowbell Prime 250. Benchmark will provide \$2,000,000 limit with \$25,000 retention; full prior acts except harmful reputation (which is new coverage this year). In addition Benchmark will provide \$500,000 for Cyber Deception (aka social engineering). There is no dual authentication requirement under the Benchmark policy. Lastly the Cyber Deception limit offered by Benchmark is higher than expiring at \$250,000. We do recommend Benchmark and that program is included in the premium summary page/program comparison worksheet

5). UST – ACE - increase due to aging tanks. The two UST tanks at the public works turned 30 years of age. Next renewal term Chubb/ACE will be increase the deductible from \$5K to either \$50K or \$100K on these two tanks.

6). Liquor Liability – Stand Alone Option – Founders Insurance Company (Admitted)
\$2,000,000 limit per location: Arena, Performing Arts Center, Vista Prairie Golf Course, The Den Golf Course, and Highlands Golf Course; premium \$12,480 with TRIA.

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

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

Walt Larkin

Katherine Bisceglia

Exposure History

Exposures	Year 2017	Year 2018	Year 2019	Year 2020	Year 2021	% Change
Total Premium (at time of binding renewal)	\$783,084	\$811,336	\$827,400	\$960,935	1,121,213	17%
Total Insurable Values (not including vehicles)	\$312,295,041	\$366,168,191	\$366,568,191	\$397,996,213	\$408,208,700	2.5%
Emergency Vehicle Values – RC	\$10,481,164	\$10,816,002	\$11,001,960	\$11,001,960	\$11,266,960	.2%
All Other Vehicles – ACV	\$19,275,363	\$16,718,443	\$17,627,151	\$18,140,698	\$20,814,604	14.7%
Number of Total Employees	547 FT 10 PT 360 Seasonal	587 FT 10 PT 360 Seasonal	657 FT 10 PT 369 Seasonal	573 FT 11PT 321 Seasonal	602 FT 11PT 307 Seasonal	5% 0% -4.8%
Number of Vehicles (excluding trailers)	315	339	317	322	352	9.3%
Net Operating Expenditures	\$133,016,645	\$126,279,850	\$134,846,187	\$153,388,161	\$150,654,294	-1.8%
Gross Operating Expenditures	\$172,828,599	\$170,203,280	\$172,482,021	\$190,465,211	\$190,487,433	0%
Number of Police	128 Sworn 36 Non-Sworn	128 Sworn 34 Non-Sworn	119 Sworn 34 Non-Sworn	123 Sworn 35 Non-Sworn	122 Sworn 33 Non-Sworn	-.8% -5.7%
Estimated Payrolls	\$45,600,559	\$46,968,576	\$48,377,635	\$50,687,211		4.7%
Population	76,610	76,610	76,610	77,962	77,962	0%
Firefighters – Full Time EMTs/Paramedics	122	119	119	119	112	-5.9%
Bridges – City Maintained	30	30	30	33	33	0%
Clinics (Social Services)	0	0	0	0	0	0%
Dams	6	6	6	7	7	0%
Reservoirs	2	2	2	2	2	0%
Water Tanks	6	6	6	6	6	0%

Winter Insurance Market Update – February 2021

As we enter 2021, a number of compounding factors are driving the current insurance marketplace. First, there has been a substantial increase in the number of large weather-related loss events. Second, interest rates remain near historical lows, and third, the industry is dealing with an increasing loss trend in liability lines. Each of these factors help drive up prices and reduce coverage availability. Add to all these factors a global pandemic and a tightening in the reinsurance marketplace—the market is experiencing a high sense of uncertainty. This uncertainty is contributing to the feeling that this is a time where the market has entered into a new phase of recalibration. Many would call this recalibration a hard market for certain lines of coverage and industries in the U.S.

This hardening market is an underwriting-driven marketplace. In a traditional hard market, capital (and consequently capacity) is reduced, thereby limiting the availability of insurance. This marketplace is driven by the need for underwriters to make a profit from underwriting versus relying on investment income. Carriers remain intensely focused on underwriting discipline, ensuring they secure the right terms and pricing on certain lines of coverage that have historically not performed from an underwriting standpoint.

The pace of the United States' economic recovery and the outcome of the active hurricane season could alter some of the underlying fundamentals of the current marketplace. However, in all likelihood, the conditions that exist today are not changing anytime soon, and it will take carriers some time re-underwriting their books of business to overcome the challenges associated with the current marketplace. Accordingly, all market indications point to a continuation of premium increases for the balance of the year and throughout 2021.

Utilizing Gallagher Drive®, our proprietary data and analytics platform, our brokerage team can provide specific rate guidance for your line of coverage, industry and geography. Combined with deep expertise in your particular industry and business, Gallagher can help you navigate today's highly nuanced market.

Line of Coverage	Current Marketplace (Range of Rate Increases)
Property	+15% to +20% or more
Umbrella	+20% to +30% or more
General Liability	+5% to +10%
Commercial Auto	+7% to +12%
Workers' Compensation	-2% to +5% or more
D&O (Private)	+10% to +25% or more
D&O (Public)	+25% to +45% or more
Cyber	+15% to +50% or more

Property

The pace of change in the property marketplace continues to accelerate beyond most other lines of coverage.

According to Executive Vice President and Managing Director for Gallagher's Global Brokerage Property practice, Martha Bane, "This is certainly the most dynamic property market since 2001. Loss trends have continued to outpace pricing models and, as a result, we have seen underwriters accelerate pricing increases especially over the last year."

Three of Gallagher's largest property carriers **reported average rate increases of 22%** on their national property book.

Due to rising loss trends and inadequate pricing, the national account property space (TIV > \$125M) has been under distress for a large number of carriers.

The changes in coverage terms and conditions in the property marketplace have been significant. Increasing deductibles, shrinking sublimits—especially in catastrophic exposed geographies (CAT)—and carriers' conservative limit deployment can lead to less favorable terms and conditions for clients.

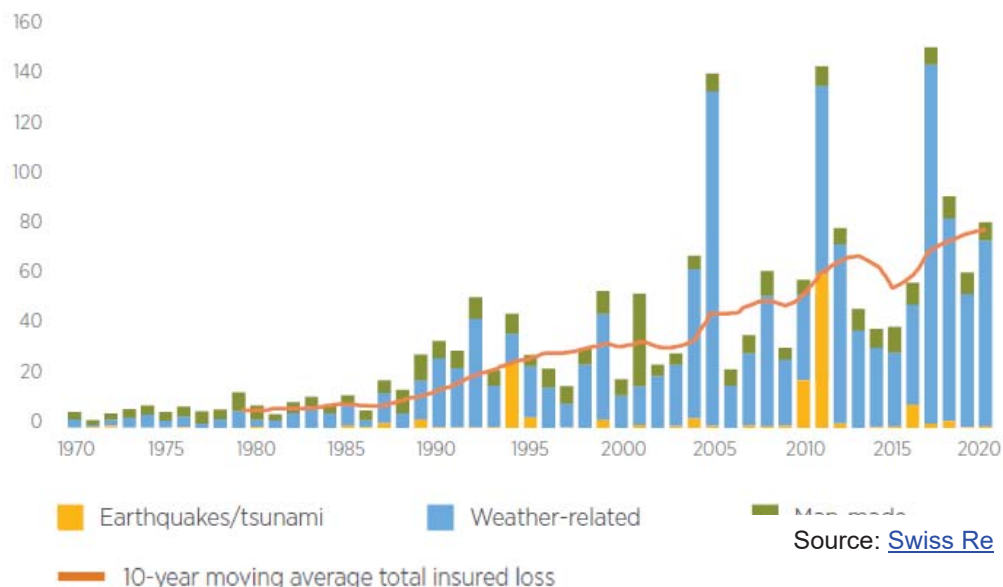
The rise in non-catastrophic (convective) storm losses continues to impact the industry.

According to The National Oceanic and Atmospheric Administration, the 2020 Atlantic hurricane season saw the highest number of named storms on record with 30 named storms in total.

Hurricanes and typhoons are not the only weather-related events wreaking havoc on the market. In early August, the upper Midwest was impacted by a derecho weather event, which brought straight-line wind speeds in excess of 100 mph to portions of Illinois, Iowa, Minnesota and Wisconsin. There were numerous reports of widespread damage, especially across Iowa. In addition, ongoing wildfires impacted California, Washington and Oregon. All in, the industry has experienced another year of significant catastrophic losses.

GLOBAL REPORTED INSURED LOSSES BY TYPE

Insured losses from 1970–2020 in USD billion at 2020 prices



Workers' Compensation

Overall, workers' compensation rates increased slightly from prior quarters, which is noted in other public sources of information, including CIAB (+1.5%). We predicted that reduced exposures, negative rates and lower-than-expected claim frequency would lead to reduced premiums for insureds, and a better-than-expected combined ratio for carriers.

Multiple carriers noted positive rate increases on workers' compensation renewals in the second half of 2020. Reserve development trends are the driving force behind major changes in the workers' compensation marketplace, and they have remained favorable. As a result, we do not expect the workers' compensation marketplace to start behaving like the property or excess markets anytime soon; however, we believe we are at the beginning of a turning point in the workers' compensation marketplace. We think this turn will be more gradual—moving from its current state of slightly negative to slightly positive in the coming quarters.

Certain industries tied to the COVID-19 crisis, such as Construction, Healthcare, Food and Agriculture, etc., face an increased risk of exposure.

There are many scenarios and prognostications about COVID-19, and the possibility that presumption of compensability may be extended to all employees could impact the workers' compensation industry.

More than 20 states have now proposed or enacted COVID-19-related workers' compensation bills.

Primary General Liability

General liability loss costs continued to rise in the fourth quarter as the overall legal landscape continues to shift in the U.S.

The frequency of large judgments, increases in litigation financing and an empowered plaintiff bar continue to challenge the industry.

The median average verdict for the top 50 cases in the U.S. has doubled in the past four years.*

Clients with tougher product exposures—those operating in Healthcare or other sectors that are susceptible to higher frequency of lawsuits—can expect larger rate increases.

One area worth watching in the coming months is whether there is a liability exposure for companies failing to adequately follow and communicate public health guidelines. For example, a company not providing appropriate personal protective equipment (PPE).

Insurance carriers are beginning to introduce or enhance their communicable disease exclusions in response to COVID-19.

Even though loss costs have been rising, plenty of capacity remains. **We expect a firming rate environment to continue, with rate increases in the mid-to-high single-digit range for desirable risks.**

Commercial Auto Liability

Despite several years of price increases in commercial auto liability, rates continued to increase in the fourth quarter despite a drop in claim frequency due to the COVID-19 pandemic.

Many primary umbrella/excess markets are requiring higher commercial auto liability limits of \$2 million to \$5 million, or in some cases \$10 million.

Loss costs are rising as new technologies make vehicles more expensive to repair. We expect carriers to continue to push rate increases across the board in commercial auto liability.

Umbrella/Excess Liability

Umbrella and excess liability placements have been greatly impacted by several underlying inflationary factors. The rising inflation associated with commercial auto coupled with an increase in medical costs, wage growth, cost of goods and services, and social inflation are the primary forces driving the drastic changes we are seeing in the marketplace.

2020 rates continued to climb to their highest levels in recent years—more than 15% on almost every renewal—with significantly higher increases on the vast majority of larger clients, especially clients with heavy auto fleet exposures or clients who operate in higher-hazard industries.

Social inflation goes to the sensibility of juries and how that translates into the expected value of claim outcomes.

Social inflation is generally defined as an increase in insurance costs due to rising litigation, larger jury verdicts and overarching anti-corporate sentiment in the economy.

Carriers are concerned with a litigation environment largely favoring plaintiffs and climbing jury verdicts.

Many carriers are also restricting the amount of limit they are willing to put forth, or repositioning their capacity at a higher level. For example, carriers that have historically offered \$25 million lead umbrella policies are now limiting their lead positions to \$10 million or less, in most cases.

A recurring message from the market involves capacity management. Carriers want to limit their exposure to these higher umbrella and excess layers. We've experienced multiple instances when clients were not able to buy the limit they purchased last year because of a lack of availability. That means that clients need to involve substantially more carriers and often substantially more premium to achieve the same limits as those expiring.

Rate increases are not limited to the primary carrier. Rate increases are continuing through the excess liability tower as excess markets are focused on rate relativity and rate adequacy.

In a post-COVID-19 environment, communicable disease exclusions are also being added. These exclusions are wide-ranging, with some eliminating all communicable diseases and others only COVID-19. The restrictive terms and conditions might have a material impact on the value of the coverage beyond the hard dollar structure and pricing changes imposed upon renewal.

In addition to communicable disease exclusions, underwriters have added a host of others, including sexual abuse and misconduct (SAM), traumatic brain injury (TBI), wildfires, opioids, cannabis, glyphosate and on-premises violent acts.

Accordingly, we do not anticipate much change in the casualty environment in 2021. The fact of the matter is that rates still have a long way to catch up to loss-cost trends. General liability and commercial auto costs will continue to climb modestly, umbrella and excess pricing will rise, higher umbrella and excess layers will be limited, and the industry will keep a careful watch on the impact of COVID-19 on the workers' compensation marketplace.

Directors and Officers

The Directors & Officers (D&O) marketplace has been distressed for several quarters, as average claims have increased substantially in recent years. **The market's deterioration has continued with every aspect of the public company D&O marketplace being impacted, including premium, retention, capacity, attachment and terms and conditions. The market for privately held companies is not nearly as hard as the publicly traded D&O market, although larger private companies will still see double-digit increases.**

CAPACITY

Carriers are often reducing capacity.

Some carriers have a moratorium on new D&O business.

Fewer and fewer carriers wish to write primary and first excess D&O layers.

TERMS AND CONDITIONS

Reduced capacity for shareholder derivative demand investigative costs, most notably in excess layers.

Removal or reduction of limit reinstatement provisions on Side A Difference in Conditions (DIC) policies.

Restricting pre-negotiated extended reporting provisions (ERP), especially for anything more than one year.

PRICING

Very dependent on market segment, financial condition, claims history and current pricing.

Unfavorable industries have seen or may soon see increases in excess of 85%.

Typical publicly traded company D&O renewals can expect increases of 25% to 45% or more.

MARKET SEGMENTS OF MOST CONCERN

- Hospitality
- REITs (retail)
- Airlines
- Restaurants
- Retail
- Entertainment
- Automotive

Market Segments ALSO OF CONCERN

- Life sciences
- Technology
- Large market caps
- Construction
- Higher education

Cyber

THE MARKET HARDENS

With the rise in ransomware attacks across the U.S. and increases in carrier-reported losses, the cyber insurance market hit an inflection point in 2020. **We have moved from a long period of flat-to-falling cyber insurance premiums to a marketplace where underwriters are regularly seeking rate increases in an approximate range of 15% to 50% or more.** We're seeing this trend cut across most industry sectors with larger companies subject to greater increases and increased underwriting scrutiny.

Increases in the frequency and severity of ransomware claims, which manifested in 2020, continue to drive the hardening of the cyber market.

The 2020 Beazley Breach Briefing* reported a 131% increase in ransomware attacks compared to the previous year. Additionally, reports of seven- and eight-figure ransom demands are becoming more common.

The sudden onset of COVID-19 resulted in the majority of the global workforce moving to remote locations, which created an environment that is inherently less secure for organizations.

The threat landscape continues to worsen. We are seeing increases in cyber claims frequency and severity driven by ransomware, increased risks to remote workforce, supply chain risk, and emerging strengthening of privacy laws. Most carriers are increasing their underwriting scrutiny around cyber risk—proprietary applications, reliance on third-party system scans, etc. We expect this trend to continue for the foreseeable future.

TAKE STEPS TO ASSESS YOUR CYBER RISK

Review cyber policies to evaluate the scope of coverage, and how it may cover cyber losses related to the use of employee-owned devices and remote networks. A specific focus should be concentrated on how a policy might define "computer networks," "computer systems" and other key terms.

Be aware that cyber claims costs for business interruption losses are almost always impacted by waiting periods before coverage will apply and limited to a specific period of restoration.

Review policies carefully to see whether any portion of the loss may be covered. For example, if faced with a social engineering loss, it is possible that lost funds may not be covered in the cyber policy and that other policies, such as crime policies, may apply.

Source: [2020 Beazley Breach Briefing](#)

Challenging Risk Profile Characteristics

While the hardening market is not as severe as compared with the market of the early 2000s, pockets of the marketplace certainly resemble that of a traditional hard market. Due to the variability that we're seeing in this market and specific account characteristics, individual rates may vary from the ranges noted at the beginning of this report.

PROPERTY

- Limits: \$50 million+ TIV
- Frame/habitational/auto/dealer
- CAT exposure
- Molten metals
- Food & Agribusiness
- Plastics/polycarbon tech
- Any locations with large hail exposure
- Outstanding engineering recommendations

INDUSTRIES

- Senior Living
- National Accounts
- Transportation & Logistics
- Marine
- Habitational/apartments
- Nonprofit
- Public Sector
- Food & Agribusiness

EXECUTIVE LINES

- Limits: \$15 million+
- Large private company D&O
- Publicly traded D&O
- Sexual abuse and molestation
- Industries negatively impacted by COVID-19

UMBRELLA EXCESS

- Large limits: \$25 million+ capacity has diminished, and pricing has dramatically increased because of mega-verdicts
- Any underlying exposure with a large fleet
- Any underlying exposure with a moderate hazard general liability exposure—especially construction and habitational/apartments

Conclusion

It is unknown what the full magnitude of the COVID-19 pandemic's economic impact will be overall, or what effect it will have on the insurance industry. **However, the underlying fundamentals we see with the environment today are likely to continue into the foreseeable future. There's nothing that indicates the momentum will slow. If anything, the market's hardening in 2019 and 2020 will continue.**

Because of the highly nuanced nature of this market, it is imperative that you are working with an insurance broker who specializes in your particular industry or line of coverage. Gallagher has a vast network of specialists that understand your industry and business, along with the best solutions in the marketplace for your specific challenges.

Service Team

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

NAME / TITLE	PHONE / ALT. PHONE	EMAIL
Walt Larkin Area Executive Vice President	(630) 694-5254	Walt_Larkin@ajg.com
Katherine Bisceglia Client Service Manager Senior	(630) 285-4059	Katherine_Bisceglia@ajg.com
Marissa Olszewski Client Service Manager	(630) 285-4252	Marissa_Olszewski@ajg.com

Arthur J. Gallagher Risk Management Services, Inc.

Main Office Phone Number: (630) 773-3800

Program Structure

Named Insured

Named Insured Schedule:

Named Insured		Liquor Liability	Property	Equipment Breakdown	Crime	General Liability	Automobile	Excess Liability	Law Enforcement Liability	Public Officials & Employment Practices	Excess Liability \$5M	Excess Liability - \$6M	Limit excess Arch \$5M	Excess Liability \$10M XS	Terrorism Liability	Cyber Liability	Underground Storage Tank Liability	Excess Workers' Compensation
City of Bloomington		X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
City of Bloomington, IL								X										

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

Market Review

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

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Travelers Indemnity Company	Property	Recommended Quote	\$306,157.00
Travelers Property Casualty Co of America	Equipment Breakdown	Recommended Quote	\$11,942.00
Hanover Insurance Company	Crime	Recommended Quote	\$7,544.00
Safety National Casualty Corporation	General Liability Including Liquor Liability Excluding Liquor Liability	Recommended Quote	\$43,830.00 and TRIA \$1,753.00 \$32,891.00 and TRIA \$1,316.00
Safety National Casualty Corporation	Automobile Liability and APD	Recommended Quote	\$113,059.00
Safety National Casualty Corporation	Excess Liability Including Liquor Liability Excluding Liquor Liability	Recommended Quote	\$76,351.00 and TRIA \$2,291.00 \$72,290.00 and TRIA \$2,169.00
Safety Specialty Insurance Company	Law Enforcement Liability	Recommended Quote	\$36,570.00 3.5% SLT \$1280.00 .075% Stamp Fee \$27.00 Total \$37,877.00
Safety Specialty Insurance Company	Public Officials & Employment Practices	Recommended Quote	\$37,117.00 3.5% SLT \$1,299.00 .075% Stamp Fee \$28.00 Total \$38,444.00
Arch Insurance Company	Excess Liability \$5M Excess \$10M	Recommended Quote	\$47,315.00 TRIA \$1,344.00 Total \$48,659.00
Acceptance Indemnity Insurance Company	Excess Liability - \$6M Limit excess Arch \$5M	Recommended Quote	\$42,750.00 \$638.00 TRIA 3.5% SLT \$1,519.00 .075% Stamp Fee \$33.00 Total \$44,940.00
Allied World National Assurance Company	Excess Liability \$10M XS \$10M	Quoted	\$70,062.00 TRIA \$601.00 Total \$70,663.00
Founders Insurance Company	Liquor Liability	Quoted and Recommended	\$12,480 (includes \$250 TRIA)
Benchmark Insurance Company (underwritten by Cowbell Insurance Agency)	Cyber Liability	Recommended Quote \$2,000,000 Limit	\$24,033.00 MGA Fees \$500 Total \$24,533.00
Benchmark Insurance Company (underwritten by Cowbell Insurance Agency)	Cyber Liability	Quoted - \$3,000,000 Limit	\$26,672.00 MGA Fees \$500 Total \$27,172.00

INSURANCE COMPANY	LINE OF COVERAGE	RESPONSE	PREMIUM
Benchmark Insurance Company (underwritten by Cowbell Insurance Agency)	Cyber Liability	Quoted - \$5,000,000 Limit	\$36,812.00 MGA Fees \$500 Total \$37,312.00
ACE American Insurance Company	Cyber Liability	Quoted – not competitive	\$24,923.00
Chubb Group of Insurance Companies	Cyber Liability	Other / Incumbent (can only offer a \$2M)	NA
Ascent Underwriting LLP	Cyber Liability	Other / Cannot offer Cyber Crime	NA
Ascot Insurance Company	Cyber Liability	Declined to Quote - Other / Class of business	NA
Beazley Group Limited	Cyber Liability	Declined to Quote - Other / Class of business	NA
CFC Underwriting Ltd	Cyber Liability	Indication (Written)* / Indicated over \$50K for a \$2M	NA
AXIS Insurance Company	Cyber Liability	Declined to Quote - Other / Controls	NA
	Cyber Liability	Other / Carrier: CAN Reviewing	NA
The Travelers Companies, Inc.	Cyber Liability	Other / Would need their app to consider. Do not expect to be able to compete	NA
Corvus Insurance Holdings Inc.	Cyber Liability	Indication (Written)* / Indicated over \$50K for a \$2M	NA
Zurich Insurance plc	Cyber Liability	Other / Would need Risk engineering call. Do not expect to be able to compete	NA
XL Group plc	Cyber Liability	Other / Cannot Compete	NA
NAS Insurance Services, LLC	Cyber Liability	Other / Cannot offer more than \$1M and would have to sublimit extortion	NA
At-Bay Insurance Services LLC	Cyber Liability	Other / Cannot Compete	NA
ACE American Insurance Company	Storage Tank Liability	Recommended Quote	\$6,352.00 Includes TRIA
Safety National Casualty Corporation	Excess Workers' Compensation	Recommended Quote	\$316,704.00

*The premium indicated is an estimate provided by the market. The actual premium and acceptance of the coverage requested will be determined by the market after a thorough review of the completed application.

Location Schedule

LINE OF COVERAGE	LOC # / BLDG #	LOCATION ADDRESS
Property - Travelers – on file with carrier	Property – on file with carrier	See attached

	Occupancy	Address	ZIP Code
Flood Limit			
\$15M	City Hall	109 E Olive	61701
\$15M	Police Station	301 S East	61701
\$1M	Public Service Bldg	401 S East	61701
\$15M	Public Service Garage	336 S Main	61701
\$15M	Pub Svc Salt Storage Facility	502 S Main	61701
\$15M	Fire HQ	310 N Lee	61701
\$15M	Fire Station #6	4040 E. Oakland	61701
\$15M	Fire Station #3	2301 E Empire	61701
\$1M	Engineering Bldg	401 1/2 S East	61701
\$1M	Engineering Storage Bldg	401 1/2 S East	61701
\$15M	LB New Control/Filter Bldg	25515 Waterside Way	61748
\$15M	LB Reclaim Basin	25515 Waterside Way	61748
\$15M	LB E Cone Basin	25515 Waterside Way	61748
\$15M	LB W Cone Basin	25515 Waterside Way	61748
\$15M	LB Cone Control Bldg	25515 Waterside Way	61748
\$15M	LB E Settling Basin	25515 Waterside Way	61748
\$15M	LB E Carbonation Basin	25515 Waterside Way	61748
\$15M	LB W Carbonation Basin	25515 Waterside Way	61748
\$15M	LB Carbonation Bldg	25515 Waterside Way	61748
\$15M	LB Sludge Pit	25515 Waterside Way	61748
\$15M	LB Blowdown Bldg	25515 Waterside Way	61748
\$15M	LB N & S Settling Basins	25515 Waterside Way	61748
\$15M	LB Old Control/Filter Bldg	25515 Waterside Way	61748
\$15M	LB Clarifier Bldg	25515 Waterside Way	61748
\$15M	LB Cone Basin #3	25515 Waterside Way	61748
\$15M	LB Cone Basin #4	25515 Waterside Way	61748
\$15M	LB Cone Control Bldg	25515 Waterside Way	61748

\$15M	LB Lime Mixing System	25515 Waterside Way	61748
\$15M	Market St Pking Garage	202 W Market	61701
\$1M	Highland Pro Shop	1613 S Main	61701
\$1M	Highland Meeting Room/Maint	1613 S Main	61701
\$1M	Highland Maint Shed #1	1613 S Main	61701
\$1M	Highland Maint Shed #2	1613 S Main	61701
\$1M	Highland Pumphouse #1	1613 S Main	61701
\$1M	Highland Pumphouse #2	1613 S Main	61701
\$15M	Atwood Wayside - Pk	303 N Robinson	61701
\$15M	MPZ Education Bldg	1020 S Morris Ave	61701
\$15M	MPZ Animal Bldg w/Rainforest Addtn	1020 S Morris Ave	61701
\$15M	MPZ Old Barn	1020 S Morris Ave	61701
\$15M	MPZ Wallaby House	1020 S Morris Ave	61701
\$15M	MPZ Wolf Viewing Bldg	1020 S Morris Ave	61701
\$15M	MPZ Wolf Holding Bldg	1020 S Morris Ave	61701
\$15M	MPZ Otter/Sea Lion Tanks	1020 S Morris Ave	61701
\$15M	MPZ Zoo Lab Bldg	1020 S Morris Ave	61701
\$15M	MPZ Children's Zoo Barn	1020 S Morris Ave	61701
\$15M	MPZ Reindeer/Alpaca Bldg	1020 S Morris Ave	61701
\$15M	MPZ Tortoise/Singing Dog Bldg	1020 S Morris Ave	61701
\$15M	Miller Pk Pavilion	1020 S Morris Ave	61701
\$15M	Miller Pk Concession Bldg	1020 S Morris Ave	61701
\$15M	Miller Pk Amphitheater	1020 S Morris Ave	61701
\$15M	Miller Pk Restroom Bldg	1020 S Morris Ave	61701
\$15M	Miller Pk Boathouse	1020 S Morris Ave	61701
\$15M	MPZ Animal Hospital	1020 S Morris Ave	61701
\$1M	Forrest Pk Maint	1813 Springfield Rd	61701
\$1M	Forest Pk Maint Storage Bldg #1	1813 Springfield Rd	61701
\$1M	Forest Pk Maint Storage Bldg #2	1813 Springfield Rd	61701
\$1M	Forest Pk Maint Garage	1813 Springfield Rd	61701
\$15M	Forest Pk Restroom Bldg	1402 S Morris	61701
\$1M	O'Neil Pk Pool Bldg	1515 W Chestnut	61701
\$1M	O'Neil Pk Concession Bldg	1515 W Chestnut	61701
\$1M	O'Neil Pk Press Box	1515 W Chestnut	61701
\$15M	Holiday Pk Pool Bldg	800 S McGregor	61701
\$15M	Holiday Pk	800 S McGregor	61701
\$15M	Airport Pk	3010 Winchester	61704
\$15M	Pepper Ridge Pk	2502 Fox Creek Road	61701
\$1M	Bloomington High School Tennis Courts	Towanda & Locust	61701
\$1M	Brookridge Pk	2904 Ireland Grove Rd	61701

\$15M	Buckmann Pk	120 Weldon	61701
\$15M	Emerson Pk	717 Bell Street	61701
\$15M	Evergreen Pk	1205 Forrest Ave	61701
\$15M	Ewing Pk I Restroom Bldg	1420 N Towanda	61701
\$1M	Ewing Pk II Restroom/Concession Bldg	1001 Ethell Parkway	61701
\$1M	Ewing Pk II Restroom Bldg	1001 Ethell Parkway	61701
\$1M	Ewing Pk II	1001 Ethell Parkway	61701
\$1M	Fell Ave Pk	Fell & University	61701
\$1M	Franklin Pk	McLean Street	61701
\$15M	Marie Litta Pk	Gridley & Jackson	61701
\$15M	RT Dunn Fields	109 E Lafayette	61701
\$15M	Northpoint School Pk	2602 E College Ave	61701
\$15M	Oakland School Pk	1605 E Oakland	61701
\$15M	Rollingbrook Pk	1002 S Hershey	61701
\$15M	Stevenson School Pk	2106 Arrowhead	61701
\$15M	Surburban East Pk	311 Lisa Ave	61701
\$15M	Sunnyside Pk	407 Erickson Avenue	61701
\$1M	White Oak Pk Community Bldg	1514 N Cottage	61701
\$15M	PJ Irvin Pk	1601 McKay	61701
\$15M	LB Pk Davis Lodge	25432 Davis Lodge Rd	61748
\$15M	LB Pk Office	25432 Davis Lodge Rd	61748
\$15M	LB Pk Ranger's Garage	25432 Davis Lodge Rd	61748
\$15M	Eagle Crest Pk	2506 Chesapeake Lane	61704
\$1M	Division St Pump Station - New	605 W Division	61701
\$1M	Division St Pump Station - Old	605 W Division	61701
\$1M	Division St Operator's Office	605 W Division	61701
\$1M	Division St Post Chlorine Bldg	605 W Division	61701
\$1M	Division St Reservoir #1 (very large underground water storage tank)	605 W Division	61701
\$1M	Division St Reservoir #2 (very large underground water storage tank)	605 W Division	61701
\$1M	Ft Jesse Pump Station - Old	1513 Ft Jesse Rd	61761
\$1M	Ft Jesse Pump Station - New	1513 Ft Jesse Rd	61761
\$1M	Ft Jesse Old Reservoir/Water Tank - Old	1513 Ft Jesse Rd	61761
\$1M	Ft Jesse Reservoir/Water Tank - New	1513 Ft Jesse Rd	61761
\$15M	Hamilton Elevated Water Tank	1909 E Hamilton	61701

\$1M	Evergreen Lake Pump Station	E 2500 North	61748
\$1M	Mackinaw River Control Bldg	E 2500 North	61748
\$1M	Mackinaw River Pump Station	E 2500 North	61748
\$1M	Mackinaw Pumping Pool & Channel	E 2500 North	61748
\$1M	Eagle Crest Est Pump Stn & Force Main	3611 Ft Jesse	61704
\$15M	Farm Bureau Pumping Station	205 N Prospect	61701
\$15M	Rust & Regency Sewer Lift Station	110 Rust Road	61701
\$1M	Fell Ave Sewer Lift Station	1520 Fell Ave	61701
\$15M	Fox Creek Clubhouse	3002 Fox Creek Rd	61701
\$15M	Fox Creek Pumphouse	3002 Fox Creek Rd	61701
\$15M	Fox Creek Starters Bldg	3002 Fox Creek Rd	61701
\$15M	Fox Creek Maint Bldg	3209 Carrington Lane	61701
\$15M	Prairie Vista Clubhouse	502 W Hamilton	61701
\$15M	Prairie Vista Maint Bldg	502 W Hamilton	61701
\$15M	Prairie Vista Pumphouse	502 W Hamilton	61701
\$15M	Prairie Vista Garage/Shed #1	502 W Hamilton	61701
\$15M	Prairie Vista Garage/Shed #2	502 W Hamilton	61701
\$15M	Prairie Vista Storage Shed #1	502 W Hamilton	61701
\$15M	Prairie Vista Storage Shed #2	502 W Hamilton	61701
\$15M	Fire Station #4	1705 S Morris	61701
\$15M	Fire Station #2	1911 E Hamilton Rd	61701
\$15M	Lincoln Leisure Center	1206 S Lee	61701
\$15M	Police Tactical Building	301 E Jackson	61701
\$15M	Kickapoo Creek Sewer Lift Station	5601 Ireland Grove Rd	61705
\$1M	Sugar Creek Sewer Lift Station	County Rd 1050 East	61701
\$1M	Pipeline Rd Watermain Elev Stor Tank	2110 Old Rt 66, Normal	61761
\$15M	Blm Center for Performing Arts	600 N. East Street	61701
\$15M	Blm Center for Performing Arts - Creative Center	107 E Chestnut	61701
\$15M	Firing Range Long Term Storage Building (former Office/Recreation Center)	14047 N 3000 East Rd	61728
\$15M	Firing Range Large Garage	14047 N 3000 East Rd	61728
\$15M	Firing Range Small Garage	14047 N 3000 East Rd	61728
\$15M	Firing Range Indoor Training Facility	14047 N 3000 East Rd	61728
\$15M	Firing Range Outdoor Training Building	14047 N 3000 East Rd	61728
\$15M	Lincoln Pking Garage	101 E. Front	61701
\$15M	Holiday Lane Sewer Lift Station	1250 Holiday Drive	61701
\$15M	Jumers Conference Center - leased property	1601 Jumer	61704
\$15M	Sheridan School Pk	1403 W. Walnut	61701
\$15M	Alton Depot Pk	101 S Western	61701

\$15M	Clearwater Park	2716 S Clearwater Ave	61701
\$15M	Constitution Trail	6.7 Mile Trail	61701
\$1M	Friendship Pk	719 W Jefferson	61704
\$15M	S Main St Booster Station	1609 S Main	61701
\$15M	McGraw Pk Garage	3202 Cornelius	61704
\$15M	McGraw Pk	3202 Cornelius	61704
\$1M	Tipton Pk	2410 GE Road	61704
\$15M	Bittner Pk	3807 Rave Road	61704
\$1M	JM Scott Health Svcs - Twnshp Bldg	607 S Gridley, Ste C	61701
\$15M	Withers Pk	204 E Washington Ave	61701
\$15M	Ewing Pk III	901 Jersey Ave	61701
\$15M	Water Dept Office & Maintenance	603 W Division	61701
\$15M	Government Center	115 E Washington	61701
\$15M	Bent School Park	904 N Roosevelt	61701
\$15M	Grossinger Motors Arena	101 S. Madison	61701
\$15M	Grossinger Motors Arena-Parking Deck	101 S. Madison	61701
\$15M	Fire Station #5	2602 Six Points Road	61701
\$1M	Hike Haven Rental Facility	1813 Springfield Road,	61701
\$15M	Board of Elections	200 W Front, Ste 400D	61701
	Throughout City		

Program Details

Property - Travelers Indemnity Company

Coverage: Property

Carrier: Travelers Indemnity Company

Policy Period: 5/1/2021 to 5/1/2022

Property values on file with carrier 1/20/2021

Coverage:

SUBJECT OF INSURANCE	LIMIT TYPE	AMOUNT	BASIS
Policy Limit: In no Event Shall Liability Under This Policy Arising out of One Occurrence Exceed	Limit	\$408,208,705	Any One Occurrence for any One Building, Any One Structure or Business Personal Property at any One Location Exceed 115% of the Individually Stated Value for Such Property
Buildings, in any one occurrence		Included in the Policy Limit	
Business Personal Property excluding Personal Property of Others, in any one occurrence		Included in the Policy Limit	
Personal Property of Others, in any one occurrence	Limit	\$5,000,000	
"Electronic Data Processing Data and Media", in any one occurrence	Limit	\$5,000,000	
Earthquake, Volcanic Eruption, Landslide and Mine Subsidence – aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy - Occurring anywhere else in the Policy Territory	Limit	\$15,000,000	
Flood – aggregate in any one policy year, for all losses covered under this policy, commencing with the inception date of this policy :			
Occurring in the Policy Territory resulting from Flood to buildings, structures or property in the open within Flood Zone A or Zones prefixed A as classified under the National Flood Insurance Program or to property in or on buildings or structures located within such Flood Zones	Limit	\$1,000,000	
Occurring anywhere else in the Policy Territory	Limit	\$15,000,000	

COVERAGE	AMOUNT
To Business Income Coverage and Rental Value Coverage for which no other deductible is stated, in any one occurrence	24 Hours
By Earthquake, Volcanic Eruption, Landslide and Mine Subsidence, in any one occurrence	\$100,000
-As respects Business Income, the deductible is	Included in the Occurrence Deductible

COVERAGE	AMOUNT
-As respects Rental Value, the deductible is	Included in the Occurrence Deductible
-As respects Extra Expense, the deductible is	Included in the Occurrence Deductible
By Flood	
-Occurring within Flood Zone A or Zones prefixed A, as classified under the National Flood Insurance Program, the deductible, in any one occurrence for each building or structure and its contents - Any One Occurrence	\$250,000
-Occurring anywhere else in the Policy Territory where Flood coverage applies, in any one occurrence	\$100,000
-As respects Business Income, the deductible is	Included in the Occurrence Deductible
-As respects Rental Value, the deductible is	Included in the Occurrence Deductible
-As respects Extra Expense, the deductible is	Included in the Occurrence Deductible
By "Windstorm" or Hail, in any one occurrence	1% per Unit \$100,000
-As respects Business Income, the deductible is	Included in the Occurrence Deductible
-As respects Rental Value, the deductible is	Included in the Occurrence Deductible
-As respects Extra Expense, the deductible is	Included in the Occurrence Deductible
To Contractors Equipment, in any one occurrence	\$10,000
To Utility Services - Direct Damage, in any one occurrence	\$100,000
To Utility Services - Time Element, in any one occurrence	24 Hours
To any other covered loss, in any one occurrence	\$100,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Accounts Receivable, in any one occurrence	Limit	\$10,000,000
Valuable Papers and Records, in any one occurrence	Limit	\$10,000,000
"Fine Arts", in any one occurrence	Limit	\$500,000
Subject to a maximum per item of	Limit	\$50,000
Newly Constructed or Acquired Property, at any one building, in any one occurrence	Limit	\$5,000,000
Number of days		120 Days
"Outdoor Property" including Debris Removal, in any one occurrence	Limit	\$1,000,000
Trees, shrubs and plants are subject to a maximum per item of	Limit	\$2,500
Personal Effects and "Fine Arts" of Officers and Employees		

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
of the Insured		
Per Employee	Limit	\$2,500
In any one occurrence	Limit	\$2,500,000
Covered Property at Undescribed Premises, in any one occurrence	Limit	\$100,000
Covered Property in Transit, in any one occurrence	Limit	\$1,000,000
Debris Removal, in any one occurrence		25% of the sum of the amount paid for Covered Property loss and the applicable deductible.
Additional Debris Removal Expense	Limit	\$10,000,000
“Pollutant” Cleanup and Removal – Direct Damage, aggregate in any one policy year	Limit	\$1,000,000
Claim Data Expense – Direct Damage, in any one occurrence	Limit	\$25,000
Ordinance or Law		Included in Building Limit
Loss to the Undamaged Portion of Buildings, in any one occurrence		Included in the Limit of Insurance that applies to loss or damage to the affected Building(s), as limited by Endorsement MS C5 44.
Demolition Cost, in any one occurrence	Limit	\$10,000,000
Increased Cost of Construction, in any one occurrence		Included in the limit shown for Demolition Cost
Limited “Fungus”, Wet Rot and Dry Rot Coverage – Direct Damage		
In any one occurrence	Limit	\$15,000
Aggregate in any one policy year	Limit	\$100,000
Business Income, in any one occurrence	Limit	\$3,250,000
Rental Value, in any one occurrence		Included in the Limit shown for Business Income
Extended Business Income or Rental Value at 60 days.		Revised to 365 days
Civil Authority		30 days.
Ingress or Egress, in any one occurrence	Limit	\$1,000,000
Number of miles		1 Miles
Number of days		30 Days
“Dependent Property”, in any one occurrence	Limit	\$1,000,000
Ordinance or Law - Increased “Period of Restoration”, in any one occurrence	Limit	\$250,000
Newly Acquired Premises – Time Element, in any one occurrence	Limit	\$500,000
Number of days		120 Days
Undescribed Premises – Time Element, in any one occurrence	Limit	\$100,000
Claim Data Expense – Time Element, in any one		Included in the limit that applies to Claim Data

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
occurrence		Expense – Direct Damage
“Pollutant” Cleanup and Removal – Time Element, aggregate in any one policy year		Included in the limit that applies to “Pollutant” Cleanup and Removal – Direct Damage
Limited “Fungus”, Wet Rot and Dry Rot Coverage – Time Element		30 days
Extra Expense, in any one occurrence	Limit	\$2,250,000
Civil Authority		30 days.
Ingress or Egress, in any one occurrence		
Number of miles		1 Miles
Number of days		30 Days
Ordinance or Law - Increased “Period of Restoration”, in any one occurrence	Limit	\$50,000
Newly Acquired Premises – Extra Expense, in any one occurrence	Limit	\$50,000
Number of days		120 Days
Undescribed Premises – Extra Expense, in any one occurrence	Limit	\$50,000
Claim Data Expense – Extra Expense, in any one occurrence		Included in the limit that applies to Claim Data Expense – Direct Damage
“Pollutant” Cleanup and Removal – Extra Expense, aggregate in any one policy year		Included in the limit that applies to “Pollutant” Cleanup and Removal – Direct Damage
Limited “Fungus”, Wet Rot and Dry Rot Coverage – Extra Expense		30 days
Limited Electronic Vandalism Cause of Loss Coverage, aggregate in any one policy year	Limit	\$25,000
Builder’s Risk, in any one occurrence		
Maximum at any one Construction Site	Limit	\$500,000
Maximum at all Construction Sites	Limit	\$500,000
Builder’s Risk, Property At Temporary Storage Location	Limit	\$10,000
Builder’s Risk, Property in transit	Limit	\$10,000
Contractors Equipment - specific amounts of insurance, per item, as per schedule on file with the Company, not to exceed in any one occurrence	Limit	\$7,000,000
Newly Acquired Contractors Equipment, in any one occurrence	Limit	\$500,000
Equipment Rental Expense, in any one occurrence	Limit	\$100,000
Expediting Expenses, in any one occurrence	Limit	\$1,000,000
Money and Securities, in any one occurrence		
Inside Premises	Limit	\$100,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Outside Premises	Limit	\$100,000
Reimbursement of Master Key Costs, in any one occurrence	Limit	\$25,000
Leasehold Interest, in any one occurrence	Limit	\$250,000
Emergency Evacuation Expense, in any one occurrence	Limit	\$100,000
Green Building – Direct Damage		
Green Building Alternatives – Increased Cost, in any one occurrence	Limit	\$100,000
Increased Cost Percentage		3%
Green Building Reengineering and Recertification Expense, in any one occurrence	Limit	\$25,000
Green Building Alternatives – Increased Period of Restoration		30 days.
Errors and Omissions, in any one occurrence	Limit	\$1,000,000
Utility Services – in any one occurrence		
Utility Services, combined Direct Damage and Time Element	Limit	\$1,000,000

Valuations:

DESCRIPTION	LIMITATIONS
Replacement Cost	Applies as Per MS C5 05, Except as Otherwise Stated Within Endorsement MS C5 05, Within This Supplemental Coverage Declarations or Elsewhere in This Policy.
Actual Cash Value	Mobile Equipment

Perils Covered:

TYPE	DESCRIPTION
Special Form Perils	Applies

Endorsements include, but are not limited to:

DESCRIPTION
Renovation Projects Form - MS C3 03
Index of Forms - MS C0 02 07 99
Supplemental Coverage Declarations - MS C0 03 10 18
Property Coverage Form - MS C1 00 10 18
Business Income and/or Rental Value Coverage Form Excluding Extra Expense - MS C1 02 10 18
Extra Expense Coverage Form - MS C1 03 10 18
Earthquake, Volcanic Eruption, Landslide and Mine Subsidence - MS C2 04 10 18
Flood - MS C2 06 10 18
Electronic Vandalism - MS C2 19 10 18

Endorsements include, but are not limited to:

DESCRIPTION
Builders Risk - MS C3 01 10 18
Contractors Equipment - MS C3 09 10 18
Expediting Expenses - MS C3 19 07 99
Money and Securities - MS C3 21 10 18
Reimbursement of Master Key Costs - MS C3 25 10 18
Utility Services - Direct Damage - MS C3 27 10 18
Leasehold Interest Coverage - MS C3 32 10 18
Emergency Evacuation Expense - MS C3 39 10 18
Green Building Changes - Direct Damage - MS C3 62 10 18
Utility Services - Time Element - MS C4 09 10 18
Green Building Changes - Time Element - MS C4 33 10 18
Policy Conditions, Additional Provisions and Definitions Form - MS C5 01 10 18
Replacement Cost - MS C5 05 10 18
Joint or Disputed Loss Agreement - MS C5 22 07 99
Errors and Omissions - MS C5 26 10 18
Extra Expense Deductible - MS C5 27 10 18
Ordinance or Law - Loss to Undamaged Portion of Buildings Amended Limit Provision - MS C5 44 10 18
High and Moderate Hazard Earthquake, Volcanic Eruption, Landslide and Mine Subsidence Areas - U.S.A. - MS C6 09 10 15
Additional Benefits - MS C7 18 06 19
Illinois Changes - Cancellation and Nonrenewal - MS C8 69 10 18
Illinois Changes - MS C8 70 11 18
Important Notice - Independent Agent and Broker Compensation - PN T4 54 01 08
Important Notice-Complaints-Illinois - PN T5 68 07 12
Not-Relig Frdm Prot & Civil Union Act-IL - PN T9 11 03 12
Terrorism Disclosure - TR IA 01 01 21
Cap on Certified Terrorism - TR IA 04 01 15
State Changes – Cancellation and Nonrenewal endorsement.

Exclusions include, but are not limited to:

DESCRIPTION
Earth Movement Exclusion
Flood Exclusion
Government Action Exclusion
War Exclusion
Nuclear Hazard, Power Failure
Exclusion of New "Frame Buildings" in the Course of Construction.

Exclusions include, but are not limited to:**DESCRIPTION**

Exclusion - "Certain computer related losses due to dates or times" applies

Exclusion of Nuclear Hazard, War, Military Action and Pathogenic or Poisonous Biological or Chemical Materials - MS C2 37 09 02

Binding Requirements:**DESCRIPTION**

Subject to :

- Your Compliance with our Reasonable Engineering Recommendations.

Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Policy Territory: The United States of America and Canada

Total Insured Values: \$408,208,705

Nonrenewal is at 60 days except as amended by the State Changes – Cancellation and Nonrenewal endorsement

115% margin clause

Premium	\$306,157.00
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ESTIMATED PROGRAM COST	\$306,157.00
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TRIA/TRIPRA PREMIUM No charge for TRIA	INCLUDED
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Coverage: Equipment Breakdown**Carrier:** Travelers Property Casualty Co of America**Policy Period:** 5/1/2021 to 5/1/2022

Values submitted to carrier on 1/20/21 – ratable values \$365,800,367 (building/contents/BI)

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

Coinsurance or Agreed Amount:

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

Coverage:

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

Deductibles

TYPE	COVERAGE	AMOUNT
Deductible	Utility Interruption-Spoilage coverage applies only if the interruption lasts at least (waiting period)	4 Hours
Deductible	Utility Interruption-Time Element coverage applies only if the interruption lasts at least (waiting period)	4 Hours
Deductible	Combined Deductible**	\$10,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Coverage Extensions and Limitations:		
- Business Income Coverage Extension		Included in Total Limit per Breakdown
-- Business Income "Period of Restoration" extension		365 Days
Extra Expense Coverage Extension		Included in Total Limit per Breakdown
-- Extra Expense "Period of Restoration" extension		365 Days
Spoilage Damage Coverage Extension – including Utility Interruption-Spoilage	Limit	\$100,000,000
Utility Interruption-Time Element Coverage Extension (UI-TE) - (includes interruption of Cloud Services and Data Restoration)		Included in Total Limit per Breakdown
Civil Authority Coverage Extension		100 Miles/ 3 Weeks
"Dependent Property" Coverage Extension	Limit	\$10,000,000
- "Dependent Property" Locations		All Direct Supplying, Recipient, Manufacturing and Leader Locations
"Electronic Data" or "Media" Coverage Extension	Limit	\$5,000,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Error in Description Coverage Extension		See Errors & Omissions Endorsement EB T3 10
Expediting Expense Coverage Extension		Included in Total Limit per Breakdown
"Fungus", Wet Rot and Dry Rot Coverage Extension		
(1) Property Damage	Limit	\$100,000
(2) Business Income or Extra Expense		60 Days
Hazardous Substance Limitation	Limit	\$10,000,000
Newly Acquired Locations Coverage Extension		Included in Total Limit per Breakdown
- Number of Days of Coverage		365 Days
Ordinance or Law (Including Demolition and Increased Cost of Construction) Coverage Extension	Limit	\$10,000,000
Refrigerant Contamination Limitation		Included in Total Limit per Breakdown
Water Damage Limitation		Included in Total Limit per Breakdown
Anniversary Rating 3 Year Policy (fixed rate during 3 year policy term subject to 30% loss ratio and statutory filings)		Included (note – included only for multi-year policies)
Brands and Labels		Included
Claim Data Expense	Limit	\$25,000
Covered Locations Special Schedule		Per latest Statement of Values on file with us
Diagnostic Equipment		Covered
Drying Out Coverage		Included in Total Limit per Breakdown
Electrical Surge or Disturbance		Included in Total Limit per Breakdown
Errors and Omissions		Included in Total Limit per Breakdown
Green Coverage Enhancements:		Included
- Property Damage % factor		5 %
- Property Damage Limit	Limit	\$1,000,000
- Business Income / Extra Expense # of days		30 Days
Joint Loss Agreement		Included
Jurisdictional Inspections		Included
New Generation Valuation		Included
Off Premises Equipment Coverage	Limit	\$5,000,000
Ordinary Payroll		Covered
Pairs or Sets Valuation		Included
Production Machines		Covered
Underground Pressure Vessel and Piping Coverage		Included in Total Limit per Breakdown
Unnamed Locations Endorsement		Included in Total Limit per Breakdown
Unused Extended Warranty Reimbursement		Included

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Includes: Joint Loss Agreement; Jurisdictional Inspections, New Generation Valuation, Ordinary Payroll,	Included	Included

Valuations:

DESCRIPTION	LIMITATIONS
Repair/Replacement	Applies

Endorsements include, but are not limited to:

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

Exclusions include, but are not limited to:

DESCRIPTION
Equipment Exclusion - EB T3 29: Equipment: All Covered Locations Underground waste, drainage or sewer piping Underground water piping that is not part of a closed loop used to conduct heat or cooling from a boiler or a refrigeration or air conditioning system

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Basis of Proposal: Building + Contents Value: \$364,800,368 Business Income Value: \$1,000,000 Inventory/Stock Value: \$0 Occupancy: Municipality Loss History in past 3 years: None Number of Days for Notice of Cancellation: 90 Days, except 20 days for non-payment of premium, subject to state regulations

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION

Total Premium Includes TRIA of 1%

Premium	\$11,942.00
ESTIMATED PROGRAM COST	\$11,942.00
TRIA/TRIPRA PREMIUM	INCLUDED

Subject to Audit: Not Auditable

Coverage: Crime

Carrier: Hanover Insurance Company

Policy Period: 5/1/2019 to 5/1/2022

Form Type:

COVERAGE	FORM TYPE
Crime	Discovery

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Employee Theft - Per Loss	Limit	\$2,000,000
Forgery Or Alteration	Limit	\$2,000,000
Inside The Premises - Theft of Money And Securities	Limit	\$500,000
Outside The Premises	Limit	\$500,000
Computer Fraud	Limit	\$2,000,000
Funds Transfer Fraud	Limit	\$2,000,000

Deductibles

TYPE	COVERAGE	AMOUNT
Deductible	Employee Theft - Per Loss	\$10,000
Deductible	Forgery Or Alteration	\$10,000
Deductible	Inside The Premises - Theft of Money And Securities	\$10,000
Deductible	Outside The Premises	\$10,000
Deductible	Computer Fraud	\$10,000
Deductible	Funds Transfer Fraud	\$10,000
Deductible	Funds Transfer - False Pretenses	\$10,000
Deductible	Add Faithful Performance of Duty Coverage for Government Employees	\$10,000

Additional Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Funds Transfer - False Pretenses	Limit	\$100,000
Add Faithful Performance of Duty Coverage for Government Employees	Limit	\$1,000,000
Include Expenses Incurred to Establish Amount of Covered Loss	Limit	\$25,000

Endorsements include, but are not limited to:

DESCRIPTION
Government Crime Policy - CR 00 26 05 06
Include Specified Non-compensated Officers as Employees - CR 25 08 08 07

Endorsements include, but are not limited to:**DESCRIPTION**

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

Exclusions include, but are not limited to:**DESCRIPTION**

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

Premium	\$7,544.00
ESTIMATED PROGRAM COST	\$7,544.00

Coverage: General Liability

Carrier: Safety National Casualty Corporation

Policy Period: 5/1/2021 to 5/1/2022

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
General Liability Including Liquor Liability	Occurrence	Not Applicable	Not Applicable
Employee Benefits Liability	Claims Made	Full Prior Acts	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
General Aggregate Limit Other than Prod/Comp Ops	Limit	\$4,000,000
Products/Completed Operations Aggregate Limit	Limit	\$4,000,000
Each Occurrence Limit Combined BI & PD	Limit	\$2,000,000
Personal and Advertising Injury Limit Any One Person or Org	Limit	\$2,000,000
Damages to Premises Rented to You Limit including Fire Damage Legal	Limit	\$500,000
Employee Benefits Liability Aggregate Limit	Limit	\$4,000,000
Employee Benefits Liability Each Employee Limit	Limit	\$2,000,000
Basket Aggregate Retention	Limit	\$729,637
Protection Limit (For Basket Aggregate Retention : Excess Annual Aggregate Retention)	Limit	\$1,000,000

Self-Insured Retention

COVERAGE	AMOUNT	ADDITIONAL INFO
CGL - Each Occurrence	\$250,000	ALAE Within Retention Paid By Insured - outside the limit of liability
Personal and Advertising Injury	\$250,000	ALAE Within Retention Paid By Insured - outside the limit of liability
Damages to Premises Rented to You	\$250,000	ALAE Within Retention Paid By Insured - outside the limit of liability
Employee Benefits Liability	\$250,000	ALAE Within Retention Paid By Insured - outside the limit of liability

Definition of Claim:

DESCRIPTION
"Claim" means any demand, or "suit", made by an "employee" or an "employee's" dependents and beneficiaries, for damages as the result of an act, error or omission.
"Employee benefit program" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
a. Group life insurance, group accident or health insurance, dental, vision and hearing plans, and flexible spending accounts, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;
b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans,

Definition of Claim:**DESCRIPTION**

provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;

d. Vacation plans, including buy and sell pro-grams; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and

e. Any other similar benefits designated in the Schedule or added thereto by endorsement

Incident or Claim Reporting Provision:**DESCRIPTION**

In Writing:

You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a "claim". To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a "claim" is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the "claim" or "suit" and the date received; and

(2) Notify us as soon as practicable. You must see to it that we receive written notice of the "claim" or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the "claim" or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

Extended Reporting Period – Employee Benefits Liability:**DESCRIPTION**

1. You will have the right to purchase an Extended Reporting Period, as described below, if:

a. This endorsement is canceled or not renewed; or

b. We renew or replace this endorsement with insurance that:

(1) Has a Retroactive Date later than the date shown in the Schedule of this endorsement; or

(2) Does not apply to an act, error or omission on a claims-made basis.

2. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to "claims" for acts, errors or omissions that were first committed before the end of the policy period but not before the Retroactive Date, if any, shown in the Schedule. Once in effect, the Extended Reporting Period may not be canceled.

3. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge. You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

a. The "employee benefit programs" insured;

b. Previous types and amounts of insurance;

c. Limits of insurance available under this endorsement for future payment of damages; and

Other related factors.

The additional premium will not exceed 100% of the annual premium for this endorsement. The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with

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

Endorsements include, but are not limited to:

DESCRIPTION
CGL Coverage Form - (CG 00 01)
Amended Definition of Bodily Injury - SNGL 004
Unintentional Failure to Disclose Hazards or Occurrences - SNGL 021
Co-Employee Exclusion Deleted - SNGL 012
Deletion of Premium Audit Condition - SNGL 053
Designated Additional Insured (Broad Form) - SNGL 022
Governmental Subdivisions Endorsement - CG 24 09
Employee Benefits Liability Coverage with Self-insured Retention - SNGL 054
Limited Coverage for Designated Unmanned Aircraft - CG 24 50
Self-Insured Retention Endorsement - SNGL 024
Sexual Abuse or Molestation Coverage - Manuscript / GLM 007-2 0518
Basket Aggregate - Manuscript / GLM 009-2 1217
SIR Clash Endorsement - Manuscript / GLM 020-5 0419
Amendment of Liquor Liability Exclusion – Exception for Scheduled Premises or Activities - CG 21 51

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
General Liability	Bodily Injury and Property Damage from pollutants - Absolute Exclusion
General Liability	Losses arising from the ownership maintenance or use of aircraft (including drones), autos, or watercraft, with some minor exceptions including certain contractual obligations
General Liability	Employment Related Practices Exclusion
General Liability	Liquor Liability Exclusion (however can be purchased)
General Liability	Aircraft Products Exclusion
General Liability	Professional Liability Exclusion
General Liability	Real Property in Your Care, Custody, and Control Exclusion
General Liability	Absolute Asbestos Exclusion
General Liability	Absolute Lead Exclusion
General Liability	War and Nuclear Hazard
General Liability	Mold / Fungus
EBL	Dishonest, fraudulent, criminal or malicious act or omission
EBL	Bodily Injury or Property Damage or Personal Injury
EBL	Failure of performance of contract
EBL	Failure of any investment to perform as represented by you
EBL	Failure to comply with mandatory provisions of any law concerning Workers' Compensation, unemployment insurance, social security or disability benefits
EBL	Wrongful termination of an employee

Exclusions include, but are not limited to:

COVERAGE TYPE	DESCRIPTION
EBL	Coercion, demotion, reassignment, discipline or harassment of an employee
EBL	Discrimination against an employee
General Liability	Total Pollution Exclusion W/ Hostile Fire Exception - CG 21 55
General Liability	Nuclear Energy Liability Exclusion - IL 00 21
General Liability	Fungi or Bacteria Exclusion - CG 21 67
General Liability	Silica Exclusion - CG 21 96
General Liability	Asbestos Exclusion - SNGL 044
General Liability	Lead Exclusion - SNGL 043
General Liability	Employment Related Practices Exclusion - CG 21 47
General Liability	Law Enforcement Exclusion - CG 22 51
General Liability	ERISA Exclusion - SNGL 002
General Liability	Failure to Supply Exclusion - CG 22 50
General Liability	Injury to Volunteer Firefighters Exclusion - CG 22 56
General Liability	Access or Disclosure of Confidential or Personal Information And Data-Related Liability Exclusion - CG 21 07
General Liability	Coverage C- Medical Payments Exclusion - CG 21 35

Binding Requirements:

DESCRIPTION
Subject to Sign TRIA Form

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Employee Benefits Liability Retroactive Date Full Prior Acts

Premium	\$43,830.00
ESTIMATED PROGRAM COST	\$43,830.00
TRIA/TRIPRA PREMIUM	\$1,753.00

Option to exclude Liquor Liability – premium \$32,891
 TRIA \$1,316

Subject to Audit: Not Auditable

Coverage: Automobile

Carrier: Safety National Casualty Corporation

Policy Period: 5/1/2021 to 5/1/2022

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT	COVERED AUTOS	BASIS
Auto Liability - Combined Single Limit – Bodily Injury & Property Damage Includes Hired and Non-Owned	Limit	\$2,000,000	1	Any One Accident
Uninsured/Underinsured Motorist (UM/UIM)		Rejected as Safety National provides UM/UIM excess SIR	Rejected	
Physical Damage - Comprehensive		ACV / Stated Value for Scheduled Emergency Vehicles	2/10	
Physical Damage - Collision		ACV / Stated Value for Scheduled Emergency Vehicles	2/10	
Garage Keepers Liability		\$250,000 per Location		

Self-Insured Retention

COVERAGE	AMOUNT
Auto Liability – Any One Accident	\$250,000
Comprehensive Coverage	\$50,000
Collision Coverage	\$50,000
Garagekeepers	\$250,000
Basket Aggregate Retention	\$729,637
Excess Basket Aggregate Retention	\$1,000,000

Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
1	Any Auto	Any Auto
2	Owned Autos Only	Only those autos you own (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos you acquire ownership of after the policy begins.
3	Owned Private Passenger Autos Only	Only the private passenger autos you own. This includes those private passenger autos you acquire ownership of after the policy begins.
4	Owned Autos Other Than Private Passenger Autos Only	Only those autos you own that are not of the private passenger type (and for Liability Coverage any trailers you don't own while attached to power units you own). This includes those autos not of the private passenger type you acquire ownership of after the policy begins.
5	Owned Autos Subject To No-Fault	Only those autos you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those autos you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.

Covered Autos:

SYMBOL	SYMBOL NAME	DESCRIPTION OF COVERED AUTO DESIGNATION SYMBOLS
6	Owned Autos Subject To A Compulsory Uninsured Motorists Law	Only those autos you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those autos you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists' requirement.
7	Specifically Described Autos	Only those autos described in Item Three of the Declarations for which a premium charge is shown (and for Liability Coverage any trailers you don't own while attached to any power unit described in Item Three).
8	Hired Autos Only	Only those autos you lease, hire, rent or borrow. This does not include any auto you lease, hire, rent, or borrow from any of your employees, partners (if you are a partnership), members (if you are a limited liability company) or members of their households.
9	Nonowned Autos Only	Only those autos you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes autos owned by your employees, partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those autos that are land vehicles and that would qualify under the definition of mobile equipment under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

Endorsements include, but are not limited to:**DESCRIPTION**

CA Coverage Form - (CA 00 01)
Self-Insured Retention Endorsement - SNCA 022
Public Entity Endorsement - SNCA 029
Broad Form Named Insured - SNCA 038
Unintentional Failure to Disclose Material Facts - SNCA 028
Unintentional Failure to Provide Notice of Accident or Loss - SNCA 030
Audio, Visual, & Data Electronic Equipment Coverage- Fire, Police,& Emergency Vehicles - CA 20 02
Amphibious Vehicles - CA 23 97
Public Transportation Autos - CA 24 02
Hired Autos Specified as Covered Autos you Own - CA 99 16
Garagekeepers Coverage - CA 99 37
Covered Auto Designation Symbol - CA 99 54
Replacement Value for Symbol 10 Vehicles - Manuscript / CAM 056 1217
Deletion of Premium Audit Condition - Manuscript / CAM 001 0817
SIR Clash Endorsement - Manuscript / CAM 017-7 0419
Basket Aggregate - Manuscript / CAM 005-2 1217
Comprehensive All Perils Deductible - Manuscript / CAM 002 0817

Exclusions include, but are not limited to:

DESCRIPTION
Exclusion of Federal Employees Using Autos in Government Business - CA 04 42
Emergency Services - Volunteer Firefighters' and Workers' Injuries Excluded - CA 20 30
Silica Exclusion - CA 23 94
Nuclear Energy Liability Exclusion - IL 00 21
TRIA
Other standard policy exclusions apply
Pollution
Property Damage to Property Owned or Transported by you
Employers' Liability
Workers' Compensation
Contractual
Expected or Intended Injury
Excluded Drivers
Auto Medical Payments
Uninsured/Underinsured Motorist (UM/UIM)

Binding Requirements:

DESCRIPTION
Subject to
If the insured's intent is to reject UM/UIM, PIP, and/or Med Pay coverage in states that allow total rejection and the state mandatory forms are not signed, dated and returned prior to a loss, the insured's SIR will apply to the claim, if payments are made.

Auto Disclaimer:

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

Premium	\$113,059.00
ESTIMATED PROGRAM COST	\$113,059.00

Subject to Audit: Not Auditable

Coverage: Excess Liability**Carrier:** Safety National Casualty Corporation**Policy Period:** 5/1/2021 to 5/1/2022**Form Type:**

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Excess Liability	Occurrence	Not Applicable	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
General Aggregate Limit	Limit	\$8,000,000
Each Occurrence Limit	Limit	\$8,000,000

Underlying Policies:

COVERAGE	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability Coverage	\$2,000,000 per occurrence/ \$4,000,000 Annual Aggregate Limit	Safety National Casualty Corporation	5/1/2021	5/1/2022
Commercial Automobile Liability Coverage	\$2,000,000 CSL	Safety National Casualty Corporation	5/1/2021	5/1/2022
Public Officials and Employment Practices Liability Coverage	\$2,000,000 Each Wrongful Act/ \$4,000,000 Annual Aggregate Limit	Safety Specialty Insurance Company	5/1/2021	5/1/2022
Law Enforcement Liability Coverage	\$2,000,000 Each Occurrence Limit / \$2,000,000 Annual Aggregate Limit	Safety Specialty Insurance Company	5/1/2021	5/1/2022
Employers Liability	\$2,000,000	Safety National Casualty Corporation	5/1/2021	5/1/2022

Endorsements include, but are not limited to:

DESCRIPTION
Commercial Excess Coverage Form - (CX 00 01)

Exclusions include, but are not limited to:

DESCRIPTION
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control

Exclusions include, but are not limited to:**DESCRIPTION**

Auto First-party Coverage

Pollution (Auto)

Total Pollution Exclusion

In addition to all exclusions in the underlying Insurance, the following will also be excluded:

Failure to Supply - Manuscript / XLM 001 0817

Nuclear Liability - CX 21 01

Binding Requirements:**DESCRIPTION**

Subject to Signed TRIA form

Premium**\$76,351.00****ESTIMATED PROGRAM COST****\$76,351.00****TRIA/TRIPRA PREMIUM \$2,291.00**

Option to Exclude Liquor Liability \$72,290.00

TRIA \$2,169.00

Subject to Audit: Not Auditable

Coverage: Law Enforcement Liability
Carrier: Safety Specialty Insurance Company
Policy Period: 5/1/2021 to 5/1/2022

Form Number: (LELPOF 0416)

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Law Enforcement Liability	Occurrence	Not Applicable	Not Applicable

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
	Applies		Other / Outside Policy Limits/Retention erodes Limit

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Annual Aggregate Limit	Limit	\$2,000,000
Each Occurrence Limit	Limit	\$2,000,000
Basket Aggregate Retention	Limit	\$729,637
Protection Limit (Excess Basket Aggregate Retention : Excess Annual Aggregate Retention)	Limit	\$1,000,000

COVERAGES INCLUDE:

The **Named Insured's** authorized volunteers or auxiliary workers but only while performing law enforcement activities for the **Named Insured** within the course and scope of their duties for the **Named Insured** and only if the **Named Insured** provides Indemnification to such volunteers or auxiliary workers in the same manner as is provided to the **Named Insured's Employees**;

The **Named Insured's Employee(s)** while engaged in law enforcement activities in the course of moonlighting but only with the specific prior written authorization and approval of the **Named Insured**;

The **Named Insured's Employee(s)**, but only while performing law enforcement activities for the **Named Insured** within the course and scope of their employment by the **Named Insured**;

The public entity or subdivision of which the law enforcement agency is a part, including its elected or appointed officials but only for law enforcement activities for the **Named Insured** within the course and scope of their duties for the **Named Insured**;

The **Named Insured's** elected or appointed officials, but only for law enforcement activities for the **Named Insured** while acting within the course and scope of their duties for the **Named Insured**;

Boards, commissions or other governmental units and authorized members and officials thereof created by, operated by, and under the **Named Insured** within an apportionment of the total operating budget stated in the application for this insurance, but only for law enforcement activities while acting in the course and scope of their duties for the **Named Insured**.

Self-Insured Retention/Defense Costs/Insuring Agreement

COVERAGE	AMOUNT
Each Occurrence (including LAE) -	\$250,000

Self-Insured Retention/Defense Costs/Insuring Agreement

COVERAGE	AMOUNT
Defense Costs	Outside the Limit/Limited
Insuring Agreement	Indemnity
Basket Aggregate Retention	\$729,637

Endorsements include, but are not limited to:

DESCRIPTION
LEL Coverage Form - (LELPOF 0416)
Coverage Retention Form - (ILSIR 0716)
Mandatory State Forms
Non-Stacking of Limits Endorsement – Form ILNONSTACK 0416
Public Entity Clash Endorsement - Manuscript / ESM 002-4 0419
Basket Aggregate – Manuscript / ESM 001-2 1217

Exclusions include, but are not limited to:

DESCRIPTION
Expected or Intended Injury
Contractual
Workers' Compensation
Employers' Liability
Property Damage to Property Owned or Transported by you
Pollution
Other standard policy exclusions apply
TRIA

Premium	\$36,570.00
	SLT taxes \$1,280.00
	IL Stamping Fee \$27
ESTIMATED TOTAL PROGRAM COSTS	\$37,877.00

Subject to Audit: Not Auditable

Coverage: Public Officials & Employment Practices

Carrier: Safety Specialty Insurance Company

Policy Period: 5/1/2021 to 5/1/2022

Form Number: (POEPCM 0416)

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Public Officials & Employment Practices	Claims Made	8/1/1986	None

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE COST TYPE / COMMENTS
Public Officials & Employment Practices	Applies	Defense costs: Limited – outside limit and erodes retention

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Annual Aggregate Limit	Limit	\$2,000,000
Each Wrongful Act	Limit	\$2,000,000
Protection Limit (For Basket Aggregate Retention : Excess Annual Aggregate Retention)	Limit	\$1,000,000

Self-Insured Retention

TYPE	COVERAGE	AMOUNT
Retention	Each Wrongful Act (including LAE)	\$250,000
Retention	Basket Aggregate Retention	\$729,637
Retention	Excess Aggregate Retention	\$1,000,000

Definition of Claim:

DESCRIPTION
The Company will pay on behalf of the Insured those Damages resulting from a Wrongful Act to which this insurance applies. The Claim must be first made and reported to the Company during the Policy Period or any Extended Reporting Period in compliance with SECTION IV – GENERAL CONDITIONS, Item 8. and SECTION V – EXTENDED REPORTING PERIOD. A “claim” is made or a “suit” is brought against any Insured. Claim means a written notice from any party that it is their intention to hold the Insured responsible for “loss” resulting from a “Public Official” or Employment Practices Wrongful Act covered by the policy. Claim means any of the following received by an Insured and alleging a Wrongful Act: A. A written demand for Damages or a notice advising an Insured of an intent to sue for Damages or a right to sue for Damages; B. Notice of an arbitration or alternative dispute proceeding seeking Damages to which the Insured must submit or does submit with the Company’s consent; or C. A civil proceeding alleging Damages commenced by the service of a summons, complaint or similar pleading 4. Claims Expenses means reasonable and necessary fees, costs and expenses charged by an attorney designated by the Company, or designated by the Insured with the prior written consent of the Company, in the investigation and defense of any Claim against the Insured, and all other fees, costs, and expenses resulting from the investigation, adjustment and defense of a

Definition of Claim:**DESCRIPTION**

Claim. Claims Expenses shall not include wages or salaries of employees of the Company or the Insured.

Public Officials Liability:

"Claim" means a written notice from any party that it is their intention to hold the insured responsible for "loss" resulting from a "public officials wrongful act" covered by this policy.

- The "claim" because of "public officials wrongful act" is first made against the Insured during the "policy period," or if provided, in accordance with the Extended Reporting Period; and in accordance with paragraph d. below.
- A "public officials wrongful act" will be deemed to have been known to have commenced at the earliest time when any Insured:
 - Reports all, or any part, of the "public officials wrongful act" to us or to any other insurer;
 - Receives written or verbal demand or "claim" for "loss" because of a "public officials wrongful act"; or
 - Becomes aware by any other means that a "public official's wrongful act" has commenced.
- The entire "public officials wrongful act" will be deemed to have been committed on the date of the first act, error or omission;
- All "claims" arising out of a "public officials wrongful act" will be deemed to have been made at the time the first of such "claims" is made, regardless of the number of "claims" subsequently made.
- Insured's Duties in the Event of a "Loss," "Public Officials Wrongful Act," "Claim," or "Suit"
- You must see to it that your Claims Administrator is notified as soon as practicable of any "loss" or "public officials wrongful act(s)" which may result in a "claim" or "suit." Written notice containing particulars sufficient to identify the insured and also reasonably obtainable information with respect to the time, place and circumstances thereof, and the names and addresses of the injured and of available witnesses must be reported to the Claims Administrator; and in turn, the Claims Administrator will forward same to us.
- If a "claim" is made or a "suit" is brought against any insured, the insured must immediately forward to the appointed Claims Administrator every demand, notice, summons, or other processes received by the insured or its representative; and in turn, the Claims Administrator will forward same to us.

Wrongful Act means any of the following committed by an Insured in the performance of the Insured's official duties for or on behalf of the Named Insured:

- A. Any actual or alleged act, error, omission, misstatement, misleading statement, neglect or breach of duty; or
- B. Any Wrongful Employment Practice.

Wrongful Act includes a series of connected or interrelated acts, errors, omissions, misstatements, misleading statements, neglect, breaches of duty, or Wrongful Employment Practices committed by one or more Insureds in performance of the Insured's official duties, all of which shall be considered one Wrongful Act.

Wrongful Employment Practice means any of the following acts or practices:

- A. Discrimination in hiring, promotion, advancement, opportunity, demotion, discipline or pay (including discrimination based on age, gender, race, color, national origin, religion, sexual orientation or preference, pregnancy or disability);
- B. Harassment, coercion or creation of an intimidating, hostile or offensive work environment;
- C. Wrongful demotion, discipline, dismissal, reassignment, discharge or termination (whether actual or constructive);
- D. Wrongful failure to employ;
- E. Employment-related libel, slander, defamation, humiliation or invasion of privacy;
- F. Failure to provide or enforce adequate or consistent policies or procedures relating to employment practices;
- G. Employment-related violation of an individual's civil rights;
- H. Employment-related negligent infliction of emotional distress; and
- I. Retaliatory treatment due to the actual or attempted exercise of an Employee's rights under the law or an Employee's disclosure or threatened disclosure of activities by the Insured that may violate law or the Employee's cooperation in any investigation or proceeding into whether the Insured's activities may violate law.

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
	Reporting Condition Type
	Notice and Reporting
	7A. As a condition precedent to coverage under this policy, the Named Insured shall give written notice to the Company of any Claim made against any Insured(s) as soon as practicable, but in no event later than:
	(1) 60 days after the end of the Policy Period if the policy is renewed; or
	(2) During any applicable Extended Reporting Period, before the end of such Extended Reporting

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
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Period.	
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Such written notice must be delivered or mailed to the Company at the address listed in the Declarations of this policy. If delivered, the Insured must obtain acknowledgment of the delivery at the time of delivery. If mailed, the date of mailing shall constitute the date that such notice was given to the Company and proof of delivery shall be by certified mail, courier or facsimile. A Claim shall be considered to have been first made when written notice of such Claim is received by any Insured or by the Company, whichever comes first.	
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B. As a condition precedent to coverage under this policy, the Named Insured shall also give written notice of the following circumstances to the Company, with full particulars as to subject matter, dates and persons or entities involved:	
--	--

(1) Any investigative, agency, administrative, disciplinary or criminal proceedings or any notice of EEOC charges that allege a Wrongful Act or which may give rise to a Claim; or	
--	--

(2) Other situations and circumstances that do or may involve a Wrongful Act or which may reasonably be expected to give rise to Claim. Notice under these provisions shall likewise be given as soon as practicable but in no event later than:	
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(1) 60 days after the end of the Policy Period if the policy is renewed; or	
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(2) During any applicable Extended Reporting Period, before the end of the Extended Reporting Period. Written notice shall be made as set forth in section 7.A. above.	
--	--

Exclusions include, but are not limited to:

DESCRIPTION

Expected or Intended Injury

Contractual

Workers' Compensation

Employers' Liability

Property Damage to Property Owned or Transported by you

Pollution

Other standard policy exclusions apply
--

TRIA

Extended Reporting Period (ERP) Options*:**DESCRIPTION**

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

SECTION V – EXTENDED REPORTING PERIODS

1. The **Company** will provide an Extended Reporting Period to the first **Named Insured**, only as described herein.

2. An Extended Reporting Period does not extend the **Policy Period** or change the scope of coverage provided under this policy.

3. An Extended Reporting Period does not reinstate or increase the Limit of Liability.

4. A Basic Extended Reporting Period of sixty (60) days from the effective date of expiration or cancellation or nonrenewal of this policy is automatically provided without an additional charge. The Basic Extended Reporting Period applies to **Claims for Damages** that are first made against an **Insured** during the **Policy Period** and reported to the **Company**, in accordance with **SECTION IV - GENERAL CONDITIONS – Item 8**. No later than the end of the Basic Extended Reporting Period.

The Basic Extended Reporting Period does not apply to **Claims** covered under any other insurance purchased subsequent to, or, to replace this policy.

5. If this policy is canceled by the **Company** or not renewed by the **Company** for any reason other than nonpayment of premium or any other amount owed to the **Company**, an Optional Extended Reporting Period may be offered to the first **Named Insured**, subject to the payment of additional premium and shall take effect on the effective date of cancellation or nonrenewal of this policy. The Optional Extended Reporting Period will remain in effect for a period of one (1) to three (3) years, depending on which Optional Extended Reporting Period the **Insured** purchases. An offer by the **Company** to renew this policy based on terms, conditions, Limits of Liability and/or premiums that are different from those of the expiring policy shall not constitute non-renewal. The Optional Extended Reporting Period applies to a **Claim for Damages** reported to the **Company** no later than the end of the Optional Extended Reporting Period in accordance with Section IV – GENERAL CONDITIONS **Item 8.A**.

The additional premium for the Optional Extended Reporting Period will depend on which option the first **Named Insured** chooses, as shown below, but will be no more than 150% of the annual premium for the last policy period.

Option 1 1 year 75% of the annual premium for this policy. Option 2 2 years 125% of the annual premium for this policy. Option 3 3 years 150% of the annual premium for this policy.

The **Company** must receive a written request from the first **Named Insured**, together with payment of additional premium due, within sixty (60) days after the effective date of cancellation or nonrenewal of this policy if the first **Named Insured** wishes to purchase one of the Optional Extended Reporting Periods. The first **Named Insured** must state in the request which Optional Extended Reporting Period it wishes to purchase. The Optional Extended Reporting Period will not go into effect unless the **Insured** pays and the **Company** acknowledges receipt of the additional premium when due. Once in effect, the Optional Extended Reporting Period may not be canceled and the premium for the Optional Extended Reporting Period is fully earned.

6. There is no coverage for **Claims** reported during any Extended Reporting Period if the **Claim** is covered under any other insurance, including insurance purchased subsequent to this **Policy Period** or to replace this policy.

Endorsements include, but are not limited to:

DESCRIPTION

Public Officials & Employment Practices Liability Proposal Coverage Form - POEPCM 0416

Mandatory State Forms

Non-Stacking of Limits Endorsement – Form ILNONSTACK 0416

Basket Aggregate Retention – Manuscript

Coverage Retention Form - (ILSIR 0716)

Premium

\$37,117.00
SLT taxes \$1,299
IL Stamping Fee \$28
TOTAL \$38,444

Subject to Audit: Not Auditable

Coverage: Excess Liability \$5M Excess Safety National \$10M

Carrier: Arch Insurance Company

Policy Period: 5/1/2021 to 5/1/2022

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Excess Liability	Occurrence	Not Applicable	Not Applicable

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Excess Liability	Applies	Limited	Other / In Addition to limits

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Each Occurrence Limit	Limit	\$5,000,000
Aggregate Where Applicable	Limit	\$5,000,000

Underlying Policies:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Lead Umbrella/Excess	Each Occurrence	\$8,000,000	Safety National Casualty Corporation	5/1/2021	5/1/2022
Lead Umbrella/Excess	Aggregate Where Applicable	\$8,000,000	Safety National Casualty Corporation	5/1/2021	5/1/2022

Endorsements include, but are not limited to:

DESCRIPTION
Policy Form Number - 00 EXT0020 00 09 11
Excess Third Party Liability Policy Declarations (Aic) - 05 EXT0074 00 08 04
Excess Third Party Liability Policy Schedule A Schedule Of Underlying Insurance (Excess) - 05 EXT0022 00 08 04
Excess Third Party Liability Policy Schedule Of Endorsements (Aic) - 05 EXT0021 00 08 04
Signature Page (Arch Insurance) - 05 ML0002 00 12 14
U.S. Treasury Department S Office Of Foreign Assets Control (Ofac) - 00 ML0065 00 06 07
Claims Handling Procedures (Arch Ins. Co.) - 05ML0014 00 03 03
Excess/Umbrella Policy Underlying Insurance Notice - 00 ML0243 00 07 13
Indiana Pollution Exclusion Amendatory Endorsement - 00 EXT0269 15 06 14
Anti-Stacking Endorsement - 00 EXT0027 00 09 11
Addendum To Terrorism Coverage Disclosure Notice - 00 MLT0038 00 01 20

Endorsements include, but are not limited to:**DESCRIPTION**

Notice To Policyholders Potential Restrictions Of Terrorism Coverage Conditional Total Terrorism Exclusion Endorsement (Relating To Disposition Of Federal Terrorism Risk Insurance Act) - 00 MLC0012 00 01 20

Illinois Amendatory Endorsement - 00 EXT0166 14 11 11

Amendment Of Limits Of Insurance (Public Entity)

Exclusions include, but are not limited to:**DESCRIPTION**

Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws

Pollution (Hostile Fire Exception)

Asbestos

Physical Damage to Property in Insured's Care, Custody, or Control

Auto First-party Coverage

Pollution (Auto)

Products Recall

Total Pollution Exclusion

Professional Liability Exclusion

Communicable Disease Exclusion - 00 ML0207 14 02 04

Conditional Total Terrorism Exclusion Endorsement (Relating To Disposition Of Federal Terrorism Risk Insurance Act) - 00 EXT0200 00 01 20

Conditional Total Terrorism Exclusion Endorsement (Threshold) (Relating To Disposition Of Federal Terrorism Risk Insurance Act) - 00 EXT0199 00 01 20

Exclusion Access Or Disclosure Of Confidential Information And Data-Related Liability - 00 EXT0266 00 05 14

Fungi And Bacteria Hazard Exclusion Illinois - 00 EXT0151 14 11 11

Silica Exclusion - 00 EXT0128 00 09 11

Lead Hazard Exclusion - 00 EXT0014 00 09 11

If TRIA is Purchased: Illinois Exclusion of Terrorism Other than a Certified Act of Terrorism (Threshold) - 00 EXT0196 14 01 15

Binding Requirements:**DESCRIPTION**

Subject to Signed and Completed Applications

Subject to All Underlying Binders/Policies Upon Issuance/ All UL binders are required for us to release our Binder./ Complete copy of the controlling underlying policy and all other underlying excess policies within 60 days of binding

Subject to Concurrent policy term with the CGL policy (If applicable)./ Complete copy of the primary General Liability policy within 60 days of binding.

Subject to In the event the Insured rejects coverage under US TRIA, they must sign and return the enclosed "TRIA Coverage Disclosure Notice" to us.

Premium		\$47,315.00
	\$47,315.00	
TRIA/TRIPRA PREMIUM		\$1,344.00
		TOTAL \$48,659.00

Subject to Audit: Not Auditable

Coverage: Excess Liability - \$6M Limit excess Arch \$5M

Carrier: Acceptance Indemnity Insurance Company

Policy Period: 5/1/2021 to 5/1/2022

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Excess Liability	Occurrence	Not Applicable	Not Applicable

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Excess Liability	Applies	Limited	Other / Defense Costs Must be Outside of the Primary Policy's Policy Limit

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Each Occurrence	Limit	\$6,000,000
Aggregate	Limit	\$6,000,000

Underlying Policies:

COVERAGE	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
General Liability Coverage	\$2,000,000 per occurrence/ \$4,000,000 Annual Aggregate Limit	Safety National Casualty Corporation	5/1/2021	5/1/2022
Commercial Automobile Liability Coverage	\$2,000,000 CSL	Safety National Casualty Corporation	5/1/2021	5/1/2022
Public Officials and Employment Practices Liability Coverage	\$2,000,000 Each Wrongful Act/ \$4,000,000 Annual Aggregate Limit	Safety Specialty Insurance Company	5/1/2021	5/1/2022
Law Enforcement Liability Coverage	\$2,000,000 Each Occurrence Limit / \$2,000,000 Annual Aggregate Limit	Safety Specialty Insurance Company	5/1/2021	5/1/2022
Employers Liability	\$2,000,000	Safety National Casualty Corporation	5/1/2021	5/1/2022

Underlying Policies:

COVERAGE	DESCRIPTION	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Excess/Umbrella	Occurrence	\$8,000,000	Safety National Casualty Corporation	5/1/2021	5/1/2022
Excess/Umbrella	Aggregate	\$8,000,000	Safety National Casualty Corporation	5/1/2021	5/1/2022

Underlying Policies:

COVERAGE	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
		Corporation		
Excess/Umbrella	Occurrence	\$5,000,000 Arch Insurance Company	5/1/2021	5/1/2022
Excess/Umbrella	Aggregate	\$5,000,000 Arch Insurance Company	5/1/2021	5/1/2022

Endorsements include, but are not limited to:

DESCRIPTION
Commercial Lines Policy Jacket - PIL00010818
Notice Of Privacy Policy - PRNotice0118
Schedule Of Forms And Endorsements - PIL10100818
Commercial Excess Liability Declarations - PCX90130520
Commercial Excess Liability Schedule Of Controlling Underlying Insurance - PCX90140220
Illinois Important Notice To Policyholders - PIL01510818
Commercial Excess Liability Coverage Form - CX00010413
Exhaustion Of Retained Limit - CX24041219
Punitive Or Exemplary Damages Follow Form - PCX60920818
Commercial Excess Liability Amendatory Endorsement - PCX89940818
Illinois Changes - Defense Costs - CX01220908
Common Policy Conditions - IL00171198
Minimum Earned Premium Endorsement - PXU85000619
Service Of Suit Clause (Illinois) - PXU8503IL0818

Exclusions include, but are not limited to:

DESCRIPTION
Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Total Pollution Exclusion
Professional Liability Exclusion
Cross Suits Exclusion - Named Insured - PCX90240818
Total Pollution Exclusion - PCX90080818
Cyber Liability And Data Exclusion - PCX89980818
Asbestos Or Lead Exclusion - PCX89960818

Exclusions include, but are not limited to:**DESCRIPTION**

Pre-Existing Damage Exclusion - PCX81430818
Employees' Retirement Income Security Act (E.R.I.S.A.) Exclusion - PCX81150818
Exclusion - Unmanned Aircraft - CX21710615
Auto Coverage - Exclusion Of Terrorism - CX21560908
Exclusion - Access Or Disclosure Of Confidential Or Personal Information - CX21430514
Exclusion - Communicable Disease - CX21170413
Exclusion - Silica Or Silica-Related Dust - CX21160413
Exclusion - Fungi Or Bacteria - CX21130413
Nuclear Energy Liability Exclusion Endorsement - CX21010908

Binding Requirements:**DESCRIPTION**

Subject to
- All Underlying Binders/Policies/ Copy of all underlying policies (as applicable)
- Signed and Completed Applications/ Fully completed, signed and dated ACORD application & Signed Supplemental application, when required by guidelines
- Signed and Completed TRIA Acceptance/Rejection

Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Premium is Minimum & Deposit

Premium

\$42,750.00
TRIA 638.00
SLT Taxes \$1,519.00
IL Stamping Fee \$33
TOTAL \$44,940

Subject to Audit: Not Auditable

Coverage: Excess Liability \$10M XS Safety National \$10M (option)

Carrier: Allied World National Assurance Company

Policy Period: 5/1/2021 to 5/1/2022

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Excess Liability	Occurrence	Not Applicable	Not Applicable

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Each Occurrence Limit	Limit	\$10,000,000
Aggregate (Where Applicable)	Limit	\$10,000,000
Products-Completed Operations Aggregate Limit	Limit	\$10,000,000

Underlying Policies:

COVERAGE	LIMIT	CARRIER NAME	EFFECTIVE DATE	EXPIRATION DATE
Excess Liability	\$8,000,000 Occurrence/Annual Aggregate	Safety National Casualty Corporation	5/1/2021	5/2/2022
General Liability Coverage	\$2,000,000 per occurrence/ \$4,000,000 Annual Aggregate Limit	Safety National Casualty Corporation	5/1/2021	5/1/2022
Commercial Automobile Liability Coverage	\$2,000,000 CSL	Safety National Casualty Corporation	5/1/2021	5/1/2022
Public Officials and Employment Practices Liability Coverage	\$2,000,000 Each Wrongful Act/ \$4,000,000 Annual Aggregate Limit	Safety Specialty Insurance Company	5/1/2021	5/1/2022
Law Enforcement Liability Coverage	\$2,000,000 Each Occurrence Limit / \$2,000,000 Annual Aggregate Limit	Safety Specialty Insurance Company	5/1/2021	5/1/2022
Employers Liability	\$2,000,000	Safety National Casualty Corporation	5/1/2021	5/1/2022

Endorsements include, but are not limited to:

DESCRIPTION
Following Form Excess Liability Insurance Policy Declarations - GL 00140 00 (08/08)
Schedule of Underlying Insurance - GL 00323 00 (05/09)
Following Form Excess Liability Insurance Policy - GL 00127 00 (09/07)
IL Amendatory Endorsement - GL 00286 12 (02/07)

Endorsements include, but are not limited to:**DESCRIPTION**

Economic and Trade Sanctions - GL 00309 00 (05/07)
Follow Form Other Aggregate Limit Endorsement - GL 00366 00 (09/11)
Limited Coverage for Designated Unmanned Aircraft - GL 00649 00 (02/21)

Exclusions include, but are not limited to:**DESCRIPTION**

Workers' Compensation, Auto No Fault, Uninsured/ Underinsured Motorists, Disability, and Unemployment Compensation Laws
Pollution (Hostile Fire Exception)
Asbestos
Physical Damage to Property in Insured's Care, Custody, or Control
Auto First-party Coverage
Pollution (Auto)
Products Recall
Employment Related Practices Exclusion
Total Pollution Exclusion
Professional Liability Exclusion
Retained Limit
Exclusion—Subsidence - SIR-XS 00014 00 (03/14)
Excess—Auto Exclusion - SIR-XS 00005 00 (03/14)
Exclusion—Non-Monetary Damages - GL 00629 00 (07/20)
Exclusion—Labor Related Claims - GL 00629 00 (07/20)
Communicable Disease and Infectious Agent Exclusion - GL 00621 00 (04/20)
Access to or Disclosure of Confidential or Personal Information Exclusion - GL 00447 00 (02/15)

Binding Requirements:**DESCRIPTION**

Subject to Provide signed and dated Acceptance or Rejection of Terrorism Insurance Coverage form.
Subject to Underlying binders/policies
Subject to Provide APR completed drone application. Coverage will not go into effect without it.
Subject to Confirm that the entity prohibits driving while using handheld cell phones and prohibits texting while driving.
Subject to Confirm that there are trained lifeguards at all entity owned swimming pools when the pools are open to the public.
Subject to Confirm that there is security officers at the water utility. Provide current dam inspection reports.
Subject to Loss runs must be valued within 90 days of the policy's inception. If loss runs originally submitted exceed 90 days, currently valued loss runs will be due prior to binding coverage.

Other Significant Terms and Conditions/Restrictions:

DESCRIPTION
Defense Treatment: Follows the Underlying Policy.
Territory: United States and Its Territories or Possessions
Notice of Cancellation: Per State Requirement.

Premium	\$70,062.00
TRIA/TRIPRA PREMIUM	\$601.00
	Total \$70,663.00

Subject to Audit: Not Auditable

Cyber Liability – Benchmark Insurance Company (Cowbell Cyber)

Coverage: Cyber Liability**Carrier:** Benchmark Insurance Company**Policy Period:** 5/1/2021 to 5/1/2022**Form Type:**

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE
Third Party Insuring Agreements	Claims Made	NA – Full Prior Acts 5/1/2021 for Reputational Harm Expense	NA

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Cyber	Applies	Limited	Inside Policy Limits/Erodes retention

Coverage:

LIABILITY EXPENSE		DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE
Liability Costs	\$2,000,000	\$25,000	-	Full Prior Acts
PCI Costs	\$2,000,000	\$25,000	-	Full Prior Acts
Regulatory Costs	\$2,000,000	\$25,000	-	Full Prior Acts

FIRST PARTY EXPENSE

Cowbell Breach Fund	\$2,000,000	\$25,000	-	-
Data Restoration	\$2,000,000	\$25,000	-	-
Extortion Costs	\$2,000,000	\$25,000	-	-
Business Impersonation Costs	\$2,000,000	\$25,000	-	-
Reputational Harm Expense	\$1,000,000	-	12 Hours	05/01/2021

FIRST PARTY LOSS

			PERIOD	PERIOD
Business Interruption Loss	\$2,000,000	\$25,000	12 Hours	-
Contingent Business Interruption Loss	\$2,000,000	\$25,000	12 Hours	-
System Failure	\$2,000,000	\$25,000	12 Hours	-
Contingent System Failure	\$2,000,000	\$25,000	12 Hours	-
Cyber Crime Loss	\$500,000	\$25,000	-	-
Bricking Costs	\$2,000,000	\$25,000	-	-
Criminal Reward Costs	\$100,000	-	-	-

COVERAGE ENDORSEMENTS

	COVERAGE LIMIT	DEDUCTIBLE	WAITING PERIOD	RETRO ACTIVE PERIOD
California Consumer Privacy Act	\$2,000,000	\$25,000	-	Full Prior Acts
General Data Protection Regulation	\$2,000,000	\$25,000	-	Full Prior Acts
Utility Fraud Attack	\$100,000	\$25,000	-	-
Media Liability	\$2,000,000	\$25,000	-	Full Prior Acts

Definition of Claim:**DESCRIPTION**

Claim Means any:

- Written Demand Against any Insured for Monetary Damages or Non-Monetary or Injunctive Relief;
- Civil Proceeding Against any Insured Seeking Monetary Damages or Non-Monetary or Injunctive Relief, Commenced by the Service of a Complaint or Similar Pleading;
- Arbitration, Mediation, Or Other Alternative Dispute Resolution Proceeding Against any Insured Seeking Monetary Damages or Non-Monetary or Injunctive Relief, Commenced by the Receipt of a Written Demand, Or Service of a Complaint or Similar Pleading;
- Criminal Proceeding Against an Insured Commenced by: (a) an Arrest, Or (B) a Return of an Indictment, Information or Similar Document
- Written Request Directed at an Insured to Toll or Waive a Statute of Limitations Applicable to a Claim Referenced in Paragraphs 1-4 Immediately Above; Or
- Regulatory Proceeding
- Including, Where Applicable, Any Appeal Therefrom

Incident or Claim Reporting Provision:**DESCRIPTION****c. Notice to Insurer**

As a condition precedent to coverage under this **Policy**

- the **Insured** must provide written notice to the **Insurer** of any **Privacy Incident, Network Security Incident or Cyber Crime Incident** as soon as possible after the **Insured** is made aware of such **Privacy Incident, Network Security Incident or Cyber Crime Incident** but in no event more than ninety (90) days after the **Privacy Incident, Network Security Incident or Cyber Crime Incident** is discovered by the **Insured**. The **Insured** will not incur any **First Party Loss** and **First Party Expense** without the **Insurer's** consent; and
- the **Insured** must provide written notice to the **Insurer** of any **Claim** as soon as possible after the **Insured** is made aware of such **Claim** but no later than ninety (90) days after the end of the **Policy Period** or end of the Extended Reporting Period (if applicable). The **Insured** will

Incident or Claim Reporting Provision:**DESCRIPTION**

not incur any **Liability Expense** without the **Insurer's** consent.

d. Notice of Circumstance

If, during the **Policy Period** or Extended Reporting Period (if applicable) any **Insured** first becomes aware of a **Privacy Incident**, **Network Security Incident** or **Media Incident** which may reasonably give rise to a future **Claim** under this **Policy** and gives written notice to the **Insurer** of:

- (3) the nature of the **Privacy Incident**, **Network Security Incident** or **Media Incident**;
- (4) the parties involved;
- (5) the injury or damages that has or may result therefrom; and
- (6) the circumstances by which the **Insured** first became aware thereof;

then any **Claim** arising out of an **Interrelated incident** that involves a **Privacy Incident**, **Network Security Incident** or **Media Incident** that is subsequently made against the **Insured** will be related back to and be deemed to have been made at the time any **Insured** gave such written notice of circumstances to the **Insurer**.

The **Insured** will provide written notice to the **Insurer** either to the mailing or email address set forth in Item 10. of the Declarations. Communication or assistance in connection with any **Incident Consultation** DOES NOT constitute Notice to **Insurer** or Notice of Circumstance under this **Policy**.

Insuring Agreement – First Party Expense Coverage:**DESCRIPTION**

Pay on behalf of

Definition of Claim:**DESCRIPTION**

F. Claim means any: (1) written demand for Money or non-monetary relief, written demand for arbitration or written request to toll or waive a statute of limitations received by the Insured; (2) civil proceeding in a court of law or equity, including any appeal therefrom, which is commenced by the filing of a complaint, motion for judgment or similar pleading, against the Insured; (3) administrative or regulatory investigation, inquiry, suit, proceeding, prosecution or governmental actions against the Insured solely with respect to a Privacy Incident; (4) an arbitration or other alternative dispute resolution proceeding against the Insured for monetary damages or nonmonetary or injunctive relief, commenced by the Insured's receipt of a request or demand for such proceeding, including any appeal thereof; or (5) written notice received by the Insured for PCI Costs from a third party, with whom the Insured Organization has entered into a Payment Card Services Agreement, as a result of actual or alleged non-compliance with the PCI DSS.

Extended Reporting Period:**DESCRIPTION****E. Extended Reporting Period****1. Automatic Extended Reporting Period**

If this Policy is cancelled or non-renewed for any reason other than non-payment of premium, the Named Insured will have an automatic Extended Reporting Period, for a period of sixty (60) days after the end of the Policy Period.

2. Additional Extended Reporting Period

If this Policy is cancelled or non-renewed for any reason other than non-payment of premium, provided the Insured does not obtain replacement coverage as of the effective date of such cancellation or non-renewal, the Named Insured will have the right to purchase an Additional Extended Reporting Period within sixty (60) days after the end of the Policy Period. Such Additional Extended Reporting period will be for a period of:

- a. 12 months after the end of the Automatic Extended Reporting Period and will be subject to an additional premium of 75% of the annualized premium
- b. 24 months after the end of the Automatic Extended Reporting Period and will be subject to an additional premium of 125% of the annualized premium.
- c. 36 months after the end of the Automatic Extended Reporting Period and will be subject to an additional premium of 150% of the annualized premium. The Additional Extended Reporting Period is non-cancelable and the additional premium for the Additional Extended Reporting Period will be fully earned at the time of purchase.

Extended Reporting Period:**DESCRIPTION**

The Additional Extended Reporting Period does not increase or reinstate any limits of insurance and does not provide coverage for First Party Loss, First Party Expense, or Liability Expense from any Privacy Incident, Network Security Incident, Cyber Crime Incident or Media Incident which first takes place after the end of the Policy Period. A change in terms, conditions, exclusions or premiums of this Policy will not be considered a non-renewal for purposes of triggering the Named Insured's right to purchase an Additional Extended Reporting Period.

Exclusions include, but are not limited to:**DESCRIPTION**

Conduct

War

Unlawful Profit

Endorsements include, but are not limited to:**DESCRIPTION**

General Data Protection Regulation (GDPR) Endorsement PRIME 250 005 07 20

Media Liability Endorsement PRIME 250 007 07 20

Utility Fraud Attack PRIME 250 006 07 20

Binding Requirements:**DESCRIPTION**

This quote is also subject to the satisfaction of the following conditions:

-Cowbell Application signed and dated within 30 days prior to binding.

-If the applicant had prior cyber coverage, please provide 5 years of loss runs.

-Highly recommend that MFA is implemented within 60 days post binding for admin accounts and then eventually for all users.

Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Retroactive Date (Only Applicable to Third Party Liability Insuring Agreements): Full Prior Acts

Premium	\$24,033.00
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MGA Fee	\$500.00
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Total	\$24,533.00
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Optional Coverages:

DESCRIPTION	AMOUNT	DEDUCTIBLE / SELF-INSURED RETENTION	OTHER	PREMIUM
Cyber Liability	Limit: \$3,000,000	\$25,000	Premium includes MGA Fees of \$500.00, Premium includes TRIA Premium	\$26,672.00 plus \$500 MGA Fee MGA Fee \$500
Cyber Liability	Limit: \$5,000,000	\$25,000	Premium includes MGA Fees of \$500.00, Premium includes TRIA Premium	\$37,311.72 plus \$500 MGA Fee

Coverage: Storage Tank Liability
Carrier: ACE American Insurance Company
Policy Period: 5/1/2021 to 5/1/2022

Form Number: PF-31181 (10/10)

Form Type:

COVERAGE	FORM TYPE	RETROACTIVE DATE	PENDING & PRIOR DATE	TANK TYPE
Underground Storage Tank Liability	Claims Made and Reported	See below	NA	
City Of Bloomington Dept. Of Public Works, 401 S. East Street Bloomington, Illinois 61701	Claims Made and Reported	5/1/2018		UST
City Of Bloomington Dept. Of Public Works, 401 S. East Street Bloomington, Illinois 61701	Claims Made and Reported	5/1/2018		UST
Forest Park, 1813 Springfield Rd Bloomington, Illinois 61701	Claims Made and Reported	5/1/2013		AST
Highland Golf Course, 1613 S. Main Bloomington, Illinois 61701	Claims Made and Reported	8/22/2013		AST
Prairie Vista Golf Course, 502 Hamilton Bloomington, Illinois 61701	Claims Made and Reported	8/22/2013		AST
Prairie Vista Golf Course, 502 Hamilton Bloomington, Illinois 61701	Claims Made and Reported	1/23/2020		AST
The Den Golf Course, 3002 Fox Creek Rd. Bloomington, Illinois 61701	Claims Made and Reported	8/22/2013		AST
Waterside Location, 25515 Waterside Way Hudson, Illinois 61748	Claims Made and Reported	8/22/2013		AST
Waterside Location, 25515 Waterside Way Hudson, Illinois 61748	Claims Made and Reported	8/22/2013		AST

Defense Limitations:

COVERAGE TYPE	DEFENSE COST DOLLAR LIMIT	DEFENSE LIMIT	DEFENSE COST TYPE / COMMENTS
Storage Tank Incidents	Applies	\$2,000,000	Legal Defense Expenses are Subject to and Will Erode a Separate Aggregate Limit of Liability

Coverage:

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

Deductibles:

TYPE	COVERAGE	AMOUNT
Deductible	Per Storage Tank Incident	\$5,000

Definition of Claim:**DESCRIPTION**

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

Incident or Claim Reporting Provision:

REPORTING CONDITION TYPE	DESCRIPTION
In writing to the carrier	As soon as practicable and soon as knowledge of incident that may become a claim

Extended Reporting Period:

DESCRIPTION	NOTIFICATION TO CARRIER	PREMIUM DUE DATE	LENGTH	% OF EXPIRING PREMIUM
Basic ERP for 60 days at end of policy term	NA	NA	60 days	None
Supplemental ERP	NOTICE IN WRITING TO CARRIER WITHIN 60 DAYS AT EXPIRATION OF POLICY		Up to 34 months	200% of full premium

Additional Coverage:

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

Endorsements include, but are not limited to:

DESCRIPTION
TankSafe Policy Form (US) - PF-31181 (10/10)
AST Aggregate Sublimit Of Liability - PF-31156 (09/10)
Basic Extended Reporting Period Amendatory (60 Days -Illinois Specific) Endorsement - PF-31650 (08/11)
Closure, Removal Or Replacement Amendatory (Illinois-Specific) Endorsement - PF-31661 (08/11)
Extended Reporting Period Scope Confirmation (First-Party Discovery) Endorsement - PF-54026 (02/20)
Financial Responsibility Condition Endorsement (Illinois Specific) - PF-31653 (08/11)
Loading And Unloading Coverage (Time Element Reporting) Endorsement - PF-31174 (09/10)
Schedule of Covered Storage Tanks - PF-31164 (09/10)
UST Aggregate Sublimit of Liability - PF-31182 (09/10)

Endorsements include, but are not limited to:**DESCRIPTION**

Trade Or Economic Sanctions Endorsement - ALL-21101 (11/06)
Illinois Amendatory Endorsement - PF-31834a (02/20)
Signatures - CC-1K11i (02/18)
Illinois Notice To Policyholders Regarding The Religious Freedom Protection and Civil Union Act - ALL-34772 (11/11)
Questions About Your Insurance? - ALL-18653d (07/14)
Chubb Producer Compensation Practices & Policies - ALL-20887a (03/16)
U. S. Treasury Department's Office of Foreign Assets Control ("OFAC") Advisory Notice to Policyholders - ILP 001 01 04
Terrorism Risk Insurance Act Endorsement - PF-23728b (02/20)
Disclosure Pursuant To Terrorism Risk Insurance Act - TRIA11e (08/20)
Policyholder Disclosure Notice of Terrorism Insurance Coverage - TRIA24a (08/20)
Declarations - PF-31179 (10/10)

Binding Requirements:**DESCRIPTION**

Subject to we Must Receive a Signed Copy of the Attached Disclosure Letter Indicating that TRIA Coverage Has Been Accepted or Declined.

Premium (INLCUDING TRIA)	\$6,352.00
ESTIMATED PROGRAM COST	\$6,352.00
Minimum Earned Premium - as of inception of the Policy	
TRIA/TRIPRA PREMIUM	\$0.00

Coverage: Excess Workers' Compensation
Carrier: Safety National Casualty Corporation
Policy Period: 5/1/2021 to 5/1/2022

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Coverage A - Workers' Compensation	Specific Limit	Statutory
Employers Liability Limit Per Occurrence	Limit	\$2,000,000

Self-Insured Retentions:

COVERAGE	AMOUNT
Police/Firefighters	\$750,000
EMT Paramedics	\$750,000
All Other	\$500,000

Experience Modification Factor(s):

DESCRIPTION	FACTOR
IL	1

States:

DESCRIPTION	STATE
States Covered:	IL
States Excluded:	OH, ND, WA, WY

Endorsements include, but are not limited to:

DESCRIPTION
Broad Form all States for Employee Travel - 0276 02 0408 (XWC)
Voluntary Compensation Endorsement-Premium Delineation - 0291 00 0708 (XWC)
Foreign Voluntary Workers' Compensation and Employers' Liability - 0293 00 0906 (XWC)
Self-Insured Retention Per Occurrence - Police Officers & Drivers - 0557 00 1092 (XWC)
Self-Insured Retention Endorsement - EMTs, Paramedics and Firefighters Illinois - 1198 00 0707 (XWC)

Exclusions include, but are not limited to:

DESCRIPTION
Longshore & Harbor Workers' Act
Owners or Officers
Bodily Injury to an Employee While Employed in Violation of Law

Exclusions include, but are not limited to:**DESCRIPTION**

Bodily Injury Intentionally Caused by Insured

Federal Employers' Liability Act

Assumptions under Contract

Binding Requirements:**DESCRIPTION**

Subject to

Completed SNCC Excess WC Application and Receipt, Review, And Acceptance of 10 Years of Currently Valued Loss Information with Such Losses to be Valued as of 2/1/2021 Or within 90 Days Prior to 5/1/2021, Prior to Binding.

Other Significant Terms and Conditions/Restrictions:**DESCRIPTION**

Deposit Premium \$316,704

Audit Type Voluntary

The portion of the EMPLOYER'S annual premium attributable to coverage for losses caused by a certified act of terrorism is: 0.5%

Surcharge 1.0000 Included in Rate

Deposit Premium	\$316,704.00
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ESTIMATED PROGRAM COST	\$316,704.00
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Minimum Premium -	\$316,704.00
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TRIA/TRIPRA PREMIUM	INCLUDED
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Subject to Audit: Annually**Auditable Exposures:**

STATE	CLASS CODE	DESCRIPTION	EXPOSURE	RATE PER \$100
IL	0106	Tree Pruning, Spraying, Repairing, & Drivers	\$259,361 Payroll	12.72
IL	3724	Machinery or Equipment Erection or Repair NOC & Drivers	\$665,796 Payroll	5.38
IL	5190	Electric Wiring-Within Building & Drivers	If Any Payroll	4.33
IL	5506	Street or Road Construction: Paving or Repaving & Drivers	\$2,409,332 Payroll	8.78
IL	6306	Sewer Construction All Operations	If Any Payroll	8.66
IL	7520	Waterworks Operation & Drivers	\$3,333,134 Payroll	2.91
IL	7710	Firefighters & Drivers	\$12,063,371 Payroll	5.11
IL	7720	Police Officers & Drivers	\$14,052,115 Payroll	2.04

Auditable Exposures:

STATE	CLASS CODE	DESCRIPTION	EXPOSURE	RATE PER \$100
IL	8380	Automobile Service or Repair Center & Drivers	\$6,754 Payroll	3.45
IL	8392	Automobile Storage Garage or Parking Station & Drivers	If Any Payroll	2.39
IL	8601	Architect Or Engineer	If Any Payroll	0.36
IL	8803	Auditors, Accountant or Factory Cost or Office Systematizer	If Any Payroll	0.05
IL	8810	Clerical Office Employees NOC	\$3,114,277 Payroll	0.11
IL	8820	Attorney-All Employees & Clerical, Messengers, Drivers	\$614,199 Payroll	0.09
IL	9015	Building - Operation by Owner or Lessee	\$ 264,639 Payroll	2.83
IL	9016	Amusement Park or Exhibition Operation & Drivers	If Any Payroll	2.83
IL	9060	Club-Country, Golf, Fishing or Yacht-& Clerical	\$833,355 Payroll	1.67
IL	9102	Parks NOC-All Employees & Drivers	\$4,304,379 Payroll	3.37
IL	9154	Theater NOC All Other Employees	\$362,151 Payroll	1.79
IL	9402	Street Cleaning & Drivers	If Any Payroll	4.83
IL	9403	Garbage, Ashes or Refuse Collection & Drivers	\$3,129,538 Payroll	8.99
IL	9410	Municipal, Township, County or State Employee NOC	\$6,909,389 Payroll	2.92

Coverage: Liquor Liability

Carrier: Founders Insurance Company

Policy Period: 5/1/2021 to 5/1/2022

Coverage:

DESCRIPTION	LIMIT TYPE	AMOUNT
Liquor Liability/Occurrence Form	\$2,000,000	Per Location
Locations: The Den at Fox Creek Golf Course 3002 Fox Creek Road Bloomington, IL 61705 Highland Golf Course 1613 S. Main Street Bloomington, IL 61701 Prairie Vista Golf Course 502 W. Hamilton Road Bloomington, IL 61701 Bloomington Arena 101 S. Madison Street Bloomington, IL 61701 Bloomington Performing Center for the Arts 600 N. East Street Bloomington, IL 61701	Limit	\$2,000,000 Each Location

Deductible:

DEDUCTIBLE
\$0

Endorsements include, but are not limited to:

DESCRIPTION
Mandatory Forms/Endorsements Privacy Notice FIC-PRIVACY 07 15 Illinois Liquor Liability Coverage Part IL-CSL 02 09 Optional Endorsements Cap on Losses From Certified Acts of Terrorism CG 21 70 01 15 Disclosure Pursuant to Terrorism Risk Insurance Act IL 09 85 12 20

Exclusions include, but are not limited to:

DESCRIPTION
Expected or Intended Injury

Exclusions include, but are not limited to:

DESCRIPTION

Punitive or Exemplary Damages

Liquor License Not in Effect

"Injury" arising out of any alcoholic beverage sold, served, or furnished while any required license is suspended or after such license expires, is cancelled or revoked.

If between the date of this Quote and the Effective Date of the policy, there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the insurer's option, this quote may be withdrawn by written notice.

This Quote is based upon the preliminary information provided. Founders Insurance Company reserves the right to modify the terms and condition upon review of the completed application, loss runs for the preceding 5 years (minimum 3 years required), and any other information requested by the underwriter herein or if such material change in the risk is discovered after binding.

LIQUOR LIABILITY POLICY PROVISIONS

Assault and Battery Coverage:

In Illinois, assault and battery coverage is included at no additional premium.

Additional Insured Coverage:

\$100 fee for each additional insured on the policy. This endorsement extends coverage to a designated person(s) named on the policy as an additional insured.

Terrorism Coverage:

This endorsement provides coverage for certified acts of terrorism pursuant to TRIA 2002 (and any extensions thereof) formula and definitions, subject to cap of liability contained therein. This endorsement can be purchased at the option of the insured instead of an endorsement that excludes coverage for certified acts of terrorism. A required disclosure form will also be attached if CG 21 70 is purchased.

Miscellaneous Provisions:

License authority in Illinois: Admitted

1. If quoted above, the policy is subject to a fully-earned (non-refundable) company policy/inspection fee.
2. If indicated above, the policy is subject to a 25% minimum earned premium.
3. Loss Runs must be submitted within 30 days of binding coverages. If not provided within this time period, a notice of cancellation may be issued at the company's discretion.
4. If assault and battery coverage is selected, it must also be an included coverage on the prospective client's GL policy with limits equal to or higher than those selected with Founders not to exceed a maximum of \$300,000. The following information will be required if assault & battery coverage is selected: Name of general liability carrier, policy number, effective dates and underlying limits. If assault and battery coverage is not included in the existing general liability policy or they do not have a general liability policy, assault and battery coverage availability will be limited to \$50,000 with Founders.
5. Risk eligibility/price indications may change after risk has been reviewed by a Founders underwriter.
6. Binding is contingent upon receipt of both a fully completed, dated and signed application (for each location) and TRIA form.

Premium \$12,480.00

Includes TRIA premium of \$250.00

Premium Summary

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

CITY OF BLOOMINGTON												
May 1, 2021 to May 1, 2022 Program Comparison												
	Expiring 2020 Program Safety National/Travelers			Renewal 2021 Program Safety National/Travelers \$21M Total Liability Limits With Liquor Liability \$21M Limits			Renewal 2021 Program Safety National/Travelers \$20M Total Liability Limits With Liquor Liability \$20M Limits			Renewal 2021 Program Safety National/Travelers \$21M Total Liability Limits With Stand Alone Liquor Liability \$2M Limits each location		
	Carrier	Premium (includes Taxes)	%Change from Expiring	Carrier	Premium (includes Taxes)	%Change from Expiring	Carrier	Premium (includes Taxes)	%Change from Expiring	Carrier	Premium (includes Taxes)	%Change from Expiring
Premiums												
Package/Excess- Includes TRIA (GL/Excess) \$10M	Safety National (1)	\$284,047	10.04%	Safety National (1)	\$313,605	8.93%	Safety National (1)	\$313,605	10.04%	Safety National (1)	\$298,046	4.92%
Property - Includes TRIA	Travelers	\$223,798	36.85%	Travelers	\$306,157	36.85%	Travelers	\$306,157	36.85%	Travelers	\$306,157	36.85%
Excess Liability - Includes TRIA \$5M x \$10M	Arch	\$40,862	19.00%	Arch	\$48,659	19.00%	Arch	NA	NA	Arch	\$48,659	19.00%
Excess Liability - Includes TRIA \$6M x \$15M	Appearance	\$31,578	42.31%	Appearance	\$44,940	42.31%	Appearance	NA	NA	Appearance	\$44,940	42.31%
Excess Liability - Includes TRIA \$10M x \$10M	NA	NA	NA	NA	NA	NA	Allied World	\$70,663	-2.46%	NA	NA	NA
Workers Compensation - Includes TRIA	Safety National (2)	\$292,212	8.38%	Safety National (2)	\$306,082	8.38%	Safety National (2)	\$306,082	8.38%	Safety National (2)	\$306,082	8.38%
Cyber Liability - Includes TRIA	ACE	\$23,751	3.30%	Benchmark/Cowbell	\$24,533	3.30%	Benchmark/Cowbell	\$24,533	3.30%	Benchmark/Cowbell	\$24,533	3.30%
Crime - Includes TRIA	Hanover	\$7,544	0.00%	Hanover	\$7,544	0.00%	Hanover	\$7,544	0.00%	Hanover	\$7,544	0.00%
Boiler and Machinery - Includes TRIA	Travelers	\$11,608	2.87%	Travelers	\$11,942	2.87%	Travelers	\$11,942	2.87%	Travelers	\$11,942	2.87%
Pollution for Storage Tanks - Includes TRIA	ACE	\$5,945	6.84%	ACE	\$6,352	6.84%	ACE	\$6,352	6.84%	ACE	\$6,352	6.84%
Liquor Liability	NA	NA	NA	NA	NA	NA	Gallagher	\$40,777	3.00%	Founders Ins. Co.	\$12,480	NA
Gallagher Service Fee	Gallagher	\$39,590	16.68%	Gallagher	\$40,777	16.25%	Gallagher	\$40,777	14.29%	Gallagher	\$40,777	3.00%
Program Total		\$960,935			\$1,106,408			\$1,087,655			\$1,107,512	
(1) does not include Liquor Liability - only theft and events up to 5 days				(1) Includes Liquor Liability \$2M limit - only in the GL			(1) Includes Liquor Liability - \$15K premium charge between GL/Excess			(1) Includes separate policy for Liquor Liability \$2M limit per location		
(2) with WC SIRs at \$500K/\$600K				(1) with WC SIRs at \$500K/\$750K			(1) with WC SIRs at \$500K/\$750K			(1) with WC SIRs at \$500K/\$750K		

Quote from **Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)** is valid until **5/1/2021**
Quote from **ACE American Insurance Company (ACE Group)** is valid until **4/10/2021**
Quote from **Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)** is valid until **5/1/2021**
Quote from **ACE American Insurance Company (ACE Group)** is valid until **5/1/2021**
Quote from **Arch Insurance Company (Arch Insurance Group)** is valid until **5/1/2021**
Quote from **Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)** is valid until **5/1/2021**
Quote from **Acceptance Indemnity Insurance Company** is valid until **4/8/2021**
Quote from **Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)** is valid until **5/1/2021**
Quote from **Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)** is valid until **5/1/2021**
Quote from **Travelers Property Casualty Co of America (The Travelers Companies, Inc.)** is valid until **4/25/2021**
Quote from **is valid until 5/1/2021**
Quote from **Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)** is valid until **5/2/2021**
Quote from **Hanover Insurance Company (Hanover Insurance Companies)** is valid until **5/1/2021**
Quote from **Travelers Indemnity Company (The Travelers Companies, Inc.)** is valid until **4/30/2021**
Quote from **Founders Insurance Company** is valid until **4/30/2021**

Quote from **Allied World National Assurance Company (Allied World Assurance Group)** is valid until **5/1/2021**

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

- Property
- Equipment Breakdown
- Crime
- General Liability
- Automobile
- Excess Liability
- Law Enforcement Liability
- Public Officials & Employment Practices
- Excess Liability \$5M Excess \$10M
- Excess Liability - \$6M Limit excess Arch \$5M
- Excess Liability \$10M XS \$10M
- Liquor Liability
- Cyber Liability
- Underground Storage Tank Liability
- Excess Workers' Compensation

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

Payment Plans

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
Travelers Indemnity Company (The Travelers Companies, Inc.)	Property	Lump Sum	Agency Bill
Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	Equipment Breakdown	All Premiums and any fees are due to RPS within 20 days of binding	Agency Bill
Hanover Insurance Company (Hanover Insurance Companies)	Crime	Annual	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	General Liability	All Lines are on an Annual Pay Plan. Premiums Due Within 30 Days of Binding. Premiums are Fully Earned when Bound.	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	Automobile	All lines are on an Annual Pay Plan. Premiums due within 30 days of binding. Premiums are fully earned when bound.	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	Excess Liability	All lines are on an Annual Pay Plan. Premiums due within 30 days of binding. Premiums are fully earned when bound.	Agency Bill
Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)	Law Enforcement Liability	All lines are on an Annual Pay Plan. Premiums due within 30 days of binding. Premiums are fully earned when bound.	Agency Bill
Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)	Public Officials & Employment Practices	All lines are on an Annual Pay Plan. Premiums due within 30 days of binding. Premiums are fully earned when bound.	Agency Bill
Arch Insurance Company (Arch Insurance Group)	Excess Liability \$5M Excess \$10M	The Total Premium is payable in full within 30 days of policy inception.	Agency Bill
Acceptance Indemnity Insurance Company	Excess Liability - \$6M Limit excess Arch \$5M	Premium Payment is Due Within 30 Days from Effective Date.	Agency Bill
Allied World National Assurance Company (Allied World Assurance Group)	Excess Liability \$10M XS \$10M	Premium is due at inception, payable in 30 days	Agency Bill
Founders Insurance Company (Utica National Insurance Group)	Liquor Liability \$2,000,000 each location	Premium is due at inception, payable in 30 days	Agency Bill

CARRIER / PAYABLE CARRIER	LINE OF COVERAGE	PAYMENT SCHEDULE	PAYMENT METHOD
ACE American Insurance Company (ACE Group)	Cyber Liability	If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of the Binder or the Effective Date of the policy, whichever is later.	Agency Bill
Benchmark Insurance (Trean Insurance Group) underwritten by Cowbell Agency	Cyber Liability	If coverage is subsequently bound by the Insurer, the Applicant has remitted the premium specified below to the Insurer so that the Insurer receives the premium no later than close of business on the 30th day from the date of the Binder or the Effective Date of the policy, whichever is later.	Agency Bill
ACE American Insurance Company (ACE Group)	Storage Tank Liability	The Premium Indicated Above Must be Remitted to US Within Thirty (30) Days from the Date of the Invoice as Outlined on Your Agency's Monthly Statement Bill.	Agency Bill
Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	Excess Workers' Compensation	Annual Payment	Agency Bill

Carrier Ratings and Admitted Status

PROPOSED INSURANCE COMPANIES	A.M. BEST'S RATING & FINANCIAL SIZE CATEGORY *	ADMITTED/NON-ADMITTED **
Acceptance Indemnity Insurance Company	A- X	Non-Admitted
ACE American Insurance Company	A++ XV	Admitted
Allied World National Assurance Company	A XV	Admitted
Arch Insurance Company	A+ XV	Admitted
Hanover Insurance Company	A XV	Admitted
Safety National Casualty Corporation	A++ XV	Admitted
Safety Specialty Insurance Company	A++ XV	Admitted
Travelers Indemnity Company	A++ XV	Admitted
Benchmark Insurance Company	A+ XV	Admitted
Travelers Property Casualty Co of America	A++ XV	Admitted
Founders Insurance Company	A XIII	Admitted

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

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

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

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

Proposal Disclosures

Proposal Disclosures

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

Proposal Disclaimer

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

Compensation Disclosure

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

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

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

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

TRIA/TRIPRA Disclaimer

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

TRIPRA is set to expire on December 31, 2027. There is no certainty of extension, thus the coverage provided by your insurers may or may not extend beyond December 31, 2027. In the event you have loan covenants or other contractual obligations requiring that TRIA/TRIPRA be maintained throughout the duration of your policy period, we recommend that a separate "Stand Alone" terrorism policy be purchased to satisfy those obligations.

Property Estimator Disclaimer

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

Client Signature Requirements

Coverages for Consideration

Overview

- A proposal for any of the coverages can be provided.
- The recommendations and considerations summarized in this section are not intended to identify all exposures.
- Since Gallagher does not handle your complete insurance program, these recommendations only reflect items within our scope of responsibility.

Other Coverage Considerations

- Flood NFIP

Client Authorization to Bind Coverage

After careful consideration of Gallagher's proposal dated 5/1/2021, we accept the following coverage(s). Please check the desired coverage(s) and note any coverage amendments below:

	COVERAGE/CARRIER
☐ Accept ☐ Reject	Property
	Travelers Indemnity Company
Cannot be rejected	TRIA
☐ Accept ☐ Reject	Equipment Breakdown
	Travelers Property Casualty Co of America
Cannot be rejected	TRIA
☐ Accept ☐ Reject	Crime
	Hanover Insurance Company
☐ Accept ☐ Reject	General Liability
☐ Option # 1	Safety National Casualty Corporation
☐ Option # 2	Option 1 – with Liquor Liability \$2M Limit Option 2 – without Liquor Liability
☐ Accept ☐ Reject	TRIA
☐ Accept ☐ Reject	Automobile
	Safety National Casualty Corporation
☐ Accept ☐ Reject	Excess Liability \$8M Limits
	Safety National Casualty Corporation
☐ Option # 1	Option 1 – with Liquor Liability
☐ Option # 2	Option 2 – without Liquor Liability
☐ Accept ☐ Reject	TRIA
☐ Accept ☐ Reject	Law Enforcement Liability
	Safety Specialty Insurance Company
☐ Accept ☐ Reject	Public Officials & Employment Practices
	Safety Specialty Insurance Company
☐ Accept ☐ Reject	Liquor Liability
	Founders Insurance Company
Included	TRIA

	COVERAGE/CARRIER
☐ Accept ☐ Reject	Excess Liability \$5M Limits Excess Safety National \$10M
	Arch Insurance Company
☐ Accept ☐ Reject	TRIA
☐ Accept ☐ Reject	Excess Liability - \$6M Limit excess Arch \$5M
	Acceptance Indemnity Insurance Company
☐ Accept ☐ Reject	TRIA
☐ Accept ☐ Reject	Excess Liability \$10M Limit XS Safety National \$10M
	Allied World National Assurance Company
☐ Accept ☐ Reject	TRIA
☐ Accept ☐ Reject	Cyber Liability
☐ Option # 1 ☐ Option # 2 ☐ Option # 3 ☐ Option # 4	Option 1 Benchmark Insurance Company (Recommended) \$2M Limit Option 2 Benchmark Insurance Company \$3M Limit Option 3 Benchmark Insurance Company \$5M Limit Option 4 ACE American Insurance Company - Cyber Liability
☐ Accept ☐ Reject	Storage Tank Liability
	ACE American Insurance Company
☐ Accept ☐ Reject (no charge)	TRIA
☐ Accept ☐ Reject	Excess Workers' Compensation
	Safety National Casualty Corporation
TRIA Cannot Be Rejected	

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

Producer/ Insured Coverage Amendments and Notes:

Exposures and Values

We confirm the payroll, values, schedules, and other data contained in the proposal, and submitted to the underwriters, are compiled from information provided by you and we acknowledge it is our responsibility to see that such information is updated

and maintained accurately. For renewal policies, if no updates were provided to Gallagher, the values, exposures and operations used were based on the expiring policies.

Provide Quotations or Additional Information on the Following Coverage Considerations:

Gallagher recommends that you purchase the following additional coverages for which you have exposure. By rejecting a quotation for this valuable coverage, you understand that there will be no coverage and agree to hold Gallagher harmless in the event of a loss.

Other Coverages to Consider

☐ Yes ☐ No— Flood NFIP

Other Services to Consider

☐ Yes ☐ No- **CORE360™** Loss Control Portal

☐ Yes ☐ No- eRiskHub

Gallagher's liability to Client arising from any acts or omissions of Gallagher shall not exceed \$20 million in the aggregate. Gallagher shall only be liable for actual damages incurred by Client, and shall not be liable for any indirect, consequential or punitive damages or attorneys' fees. No claim or cause of action, regardless of form (tort, contract, statutory, or otherwise), arising out of, relating to or in any way connected with this Agreement or any Services provided hereunder may be brought by either party any later than two (2) years after the accrual of such claim or cause of action.

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

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

By:

Print Name

Title

Signature

Date:

Appendix

Bindable Quotations & Compensation Disclosure Schedule

Client Name: City of Bloomington

COVERAGE(S)	CARRIER NAME(S)	WHOLESALER, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM. % OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Property	Travelers Indemnity Company (The Travelers Companies, Inc.)	N/A	\$306,157.00	0 %	
Equipment Breakdown	Travelers Property Casualty Co of America (The Travelers Companies, Inc.)	Risk Placement Services	\$11,942.00	0 %	10 %
Crime	Hanover Insurance Company (Hanover Insurance Companies)	N/A	\$7,544.00	10 %	
General Liability	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	N/A	\$43,830.00 TRIA \$1752.00 w Liquor \$32,891.00 TRIA \$1,316.00 without Liquor	0 %	
Automobile	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	N/A	\$113,059.00	0 %	
Excess Liability	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	N/A	\$76,351.00 TRIA \$2291 With Liquor \$72,290.00 TRIA \$2,169.00 without Liquor	0 %	
Law Enforcement Liability	Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)	N/A	\$36,570.00	0 %	

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM. % OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Public Officials & Employment Practices	Safety Specialty Insurance Company (Tokio Marine Holdings, Inc.)	N/A	\$37,117.00	0 %	NA
Excess Liability \$5M Excess \$10M	Arch Insurance Company (Arch Insurance Group)	Risk Placement Services	\$47,315.00 TRIA \$1,344.00	0 %	7.5 %
Excess Liability - \$6M Limit excess Arch \$5M	Acceptance Indemnity Insurance Company	Risk Placement Services	\$42,750.00 \$638.00 TRIA	0 %	5 %
Excess Liability \$10M XS \$10M	Allied World National Assurance Company (Allied World Assurance Group)	Risk Placement Services	\$70,062.00 TRIA \$601.00	0 %	10 %
Liquor Liability	Founders Insurance Company (Utica National Insurance Group)	Risk Placement Services	\$12,480.00 Includes \$250.00 TRIA	10%	10%
Cyber Liability	ACE American Insurance Company (ACE Group)	Risk Placement Services	\$24,923.00	10 %	10%
Cyber Liability	Benchmark Insurance Company (Trean Insurance Group)	Risk Placement Services	\$24,033.00 \$2M \$26,672.00 \$3M \$36,812.00 \$4M	11%	11% Plus \$500 Cowbell MGA fee on all options
Storage Tank Liability	ACE American Insurance Company (ACE Group)	N/A	\$6,352.00	15 %	NA
Excess Workers' Compensation	Safety National Casualty Corporation (Tokio Marine Holdings, Inc.)	N/A	\$316,704.00	0 %	NA

COVERAGE(S)	CARRIER NAME(S)	WHOLESALE, MGA, OR INTERMEDIARY NAME ¹	EST. ANNUAL PREMIUM ²	COMM. % OR FEE ³	GALLAGHER U.S. OWNED WHOLESALE, MGA, OR INTERMEDIARY %
Gallagher Service Fee			NA	\$40,777.00	NA

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

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

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

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

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

Binding Requirements

COVERAGE (ISSUING CARRIER)	BINDING REQUIREMENT
Property Travelers Indemnity Company	Subject to : - Your Compliance with our Reasonable Engineering Recommendations.
Equipment Breakdown Travelers Property Casualty Co of America	N/A
Crime Hanover Insurance Company	N/A
General Liability Safety National Casualty Corporation	Subject to Sign TRIA Form
Automobile Safety National Casualty Corporation	Subject to If the insured's intent is to reject UM/UIM, PIP, and/or Med Pay coverage in states that allow total rejection and the state mandatory forms are not signed, dated and returned prior to a loss, the insured's SIR will apply to the claim, if payments are made.
Excess Liability Safety National Casualty Corporation	Subject to Sign TRIA Form
Law Enforcement Liability Safety Specialty Insurance Company	N/A
Public Officials & Employment Practices Safety Specialty Insurance Company	N/A
Excess Liability \$5M Excess \$10M Arch Insurance Company	Subject to Signed and Completed Applications Subject to All Underlying Binders/Policies Upon Issuance/ All UL binders are required for us to release our Binder./ Complete copy of the controlling underlying policy and all other underlying excess policies within 60 days of binding Subject to Concurrent policy term with the CGL policy (If applicable)./ Complete copy of the primary General Liability policy within 60 days of binding. Subject to In the event the Insured rejects coverage under US TRIA, they must sign and return the enclosed "TRIA Coverage Disclosure Notice" to us.
Excess Liability - \$6M Limit excess Arch \$5M Acceptance Indemnity Insurance Company	Subject to - All Underlying Binders/Policies/ Copy of all underlying policies (as applicable) - Signed and Completed Applications/ Fully completed, signed and dated ACORD application & Signed Supplemental application, when required by guidelines - Signed and Completed TRIA Acceptance/Rejection - Diligent Effort Affidavit - Illinois Brokers Service Contract - Signed Surplus Lines Filing Confirmation
Excess Liability \$10M XS \$10M Allied World National Assurance	Subject to Provide signed and dated Acceptance or Rejection of Terrorism Insurance Coverage form.

COVERAGE (ISSUING CARRIER)	BINDING REQUIREMENT
Company	Subject to Underlying binders/policies Subject to Provide APR completed drone application. Coverage will not go into effect without it. Subject to Confirm that the entity prohibits driving while using handheld cell phones and prohibits texting while driving. Subject to Confirm that there are trained lifeguards at all entity owned swimming pools when the pools are open to the public. Subject to Confirm that there is security officers at the water utility. Provide current dam inspection reports. Subject to Loss runs must be valued within 90 days of the policy's inception. If loss runs originally submitted exceed 90 days, currently valued loss runs will be due prior to binding coverage.
Cyber Liability ACE American Insurance Company	Subject to Previously submitted application signed and dated within 30 days of effective Subject to Completed, signed and dated ransomware supplemental prior to bind Subject to Clean loss runs valued within 30 days of effective Subject to Prior to binding, please confirm you do not (and have not) had SolarWinds Orion Product(s) implemented in your environment in the last 365 days. If the answer cannot be confirmed as 'NO', additional underwriting questions will be provided
Storage Tank Liability ACE American Insurance Company	Subject to we Must Receive a Signed Copy of the Attached Disclosure Letter Indicating that TRIA Coverage Has Been Accepted or Declined.
Excess Workers' Compensation Safety National Casualty Corporation	Subject to 10 Years of Currently Valued Loss Information with Such Losses to be Valued as of 2/1/2021 Or within 90 Days Prior to 5/1/2021, Prior to Binding.
Liquor Liability Founders Insurance Company	Loss Runs submitted within 30 days If assault and battery coverage is selected, it must also be an included coverage on the prospective client's GL policy with limits equal to or higher than those selected with Founders not to exceed a maximum of \$300,000. The following information will be required if assault & battery coverage is selected: Name of general liability carrier, policy number, effective dates and underlying limits. If assault and battery coverage is not included in the existing general liability policy or they do not have a general liability policy, assault and battery coverage availability will be limited to \$50,000 with Founders. Risk eligibility/price indications may change after risk has been reviewed by a Founders underwriter. Binding is contingent upon receipt of both a fully completed, dated and signed application for each location and TRIA form.

Separate Attachments to the proposal

- Property SOV
- Vehicles
- Benchmark/Cowbell Cyber policy specimen forms
- Allied World Excess Liability policy specimen forms
- Safety National Liquor Liability Endorsement specimen form
- Program Comparison and Costs Chart
- Liquor Liability Specimen Forms – Founders Insurance Company

Claims Reporting By Policy

Direct Reporting

Immediately report all claims for the following lines of coverage to the insurance carrier.

All Property, Automobile, and Casualty coverages, Excess Workers Compensation (Safety National), Excess Liability claims report to your TPA listed below; other coverages as outlined below:

- TPA or Carrier Name:
PMA Companies
150 N. Martingale Road, Suite 225
Schaumburg, IL 60173
Alan Gordon 847-605-5521
Alan_gordon@pmagroup.com
- Safety National – Liability SIR Program:
Carrier Name: Safety National Casualty Corporation.
By Phone: (314) 810-5403
By E-mail: Malcolm.clark@safetynational.com
- Boiler & Machinery claims report to:
Carrier: Travelers
By Phone: (800) 238-6225
By Fax: (877) 784-5329
- Crime
Hanover Insurance Company
Phone#: 800-628-0250
Fax#: 800-399-4734
Email: firstreport@hanover.com
- Cyber Liability
ACE American Insurance Company
Phone# 800-252-4670
Fax# 800-300-2538
- Storage Tank Pollution Liability
ACE American Insurance Company
Fax#: (866) 635-5687
First Notice Fax: (800) 951-4119
Email: CasualtyRiskEnvironmentalFirstNotice@chubb.com
Fax#: (866) 635-5687
Fax Notice# (800) 951-4119
Email: CasualtyRiskEnvironmentalFirstNotice@chubb.com
- Excess Workers' Compensation
Illinois Public Risk Fund
Phone#: 844-522-6082
Email: www.iprf.com

- Excess Liability
Arch Insurance Company
[Business Division] Claims
10909 Mill Valley Road, Suite 210
P.O. Box 542033
Omaha, NE 68154
Phone 877 688-ARCH (2724)
FAX 866 266-3630
Email Claims@Archinsurance.com

- Excess Property
Allianz Global Corporate and Specialty
Phone#: 1-800-347-3428
Fax# 1-800-511-3720
Email: CIFNOL@ffic.com

- Property
Travelers Indemnity Company
Phone#: 1-800-238-6225
Web Site: www.travelers.com/claims.

- Excess Liability
Acceptance Indemnity Insurance Company
1-866-969-3899
Email new.loss@iatinsurance.com

- Excess Liability
Allied World National Assurance Company
TBD

- Liquor Liability
Founders Insurance Company
TBD

- Cyber Liability – Benchmark / Cowbell Agency
All notice to **Insurer** pursuant to Policy Section IV.C., including notice of a potential or actual **Claim** or **Cyber Event**, shall be:
Emailed to:
claims@cowbellcyber.ai
Or
Reported at:
1-833-633-8666 Ext. 702
Or
Logged in using below URL:
<https://console.cowbellcyber.ai>

CORE360™

Loss Control Portal



Insurance | Risk Management | Consulting



Reduce Your Risk and Simplify Training

Safety training programs and educational materials for employees are critical for reducing accidents, increasing retention and minimizing your total cost of risk now and in the future.

Gallagher's **CORE360™ Loss Control Portal** is our proprietary Learning Management System (LMS) that supports your safety program, provides real time access to your loss control plans and keeps employees up to date with the latest safety standards.

Key benefits of CORE360™ Loss Control Portal:

- **Access** up to 10 modules of your choice from a library of over 100 training and safety shorts. In addition, monthly bulletins are available covering topics such as General and Environmental Safety, Human Resources, and Health and Wellness.
- **Save** valuable time by assigning employee training and monitoring their latest progress and completion.
- **Simplify** the process of training to stay in compliance and avoid costly penalties.
- **Onboard** and train an unlimited number of users while enhancing your overall risk control program.
- **Customize** your platform with your company's logo, training content and modules tailored to your business, and personalized procedures and forms for an added fee.

Most Popular Training Modules:

- Sexual Harassment and Discrimination
- Slip, Trip and Fall Training
- Electrical Safety Training
- Back Safety Training
- Bloodborne Pathogens
- Safe Lifting Practices
- Defensive Driving Basics
- Fire Prevention Basics
- Personal Protective Equipment
- GHS Hazard Communication



Please visit
ajg.com/LossControlPortal to learn more.

Gallagher CORE360™ is our unique, comprehensive approach of evaluating your risk management program that leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of your total cost of risk.



Gallagher

| eRiskHub®



To access the Gallagher | eRiskHub® now:

1. Navigate to <https://eriskhub.com/gallagher>
2. Complete the new user registration at the bottom of the page. Choose your own user ID and password. The access code is 447597.
3. After registering, you can access the hub immediately using your newly created credentials in the member login box located at the top right of the page.

The Gallagher Way. Since 1927.

The information contained herein is offered as insurance industry guidance and provided as an overview of current market risks and available coverages and is intended for discussion purposes only. This publication is not intended to offer legal advice or client-specific risk management advice. Any description of insurance coverages is not meant to interpret specific coverages that your company may already have in place or that may be generally available. General insurance descriptions contained herein do not include complete insurance policy definitions, terms, and/or conditions, and should not be relied on for coverage interpretation. Actual insurance policies must always be consulted for full coverage details and analysis.

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Cyber Liability

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eRiskHub® Overview and Login Information

The evolution of the cyber risk landscape has brought with it broad, sweeping regulations to address cybersecurity exposures. This digital transformation also presents new risks, including financial losses, for every industry. Gallagher's Cyber Practice delivers expertise alongside cyber risk management and insurance placement services, as well as a better way to construct risk management solutions. CORE360™ — our comprehensive approach of evaluating our client's risk management program — leverages our analytical tools and diverse resources for customized, maximum impact on six cost drivers of their total cost of risk. First, we consult with you to understand all of your actual and potential costs, then find the best options to reallocate these costs based on strategic actionable insights empowering you to know, control and minimize your total costs increasing profitability.

Additionally, our data-driven CORE360™ approach allows us to implement programs for your business that will increase safety, minimize losses, mitigate claims and proactively analyze your cyber risk posture.

Key Features of the Gallagher | eRiskHub®

- Gallagher Cyber Risk Due Diligence — A six-step process designed to walk clients through a simple, thought-provoking framework to encourage organizational communication, establish clear direction and highlight priorities to better understand your cyber risk profile.
- Risk Manager Tools — A collection of tools with many different purposes such as researching known breach events, calculating your potential cost of a breach event and downloading free sample policies your organization can use as templates.
- News Center — Keeps you up to date on what is going on in the world of cyber risk through handpicked articles, feeds and blogs.
- Learning Center — An extensive collection of white papers, articles, webinars, videos and blog posts on a variety of topics. (Looking for something specific? Try the search box at the top right of the page to search the entire Gallagher | eRiskHub®).
- Security & Privacy Training — An overview of best practices for creating an effective security training program for employees.
- Strategic Third-Party Relationships and Partner Resources — Information on third-party vendors that can assist your organization with improving your overall cyber risk.

As cyber risk evolves, so does our commitment to thought leadership. Our global cyber teams focus exclusively on cyber risk, and uniquely position Gallagher to share our knowledge, expertise and experience for the benefit of our clients.

If you have any questions about the Gallagher | eRiskHub®, please reach out to your broker.

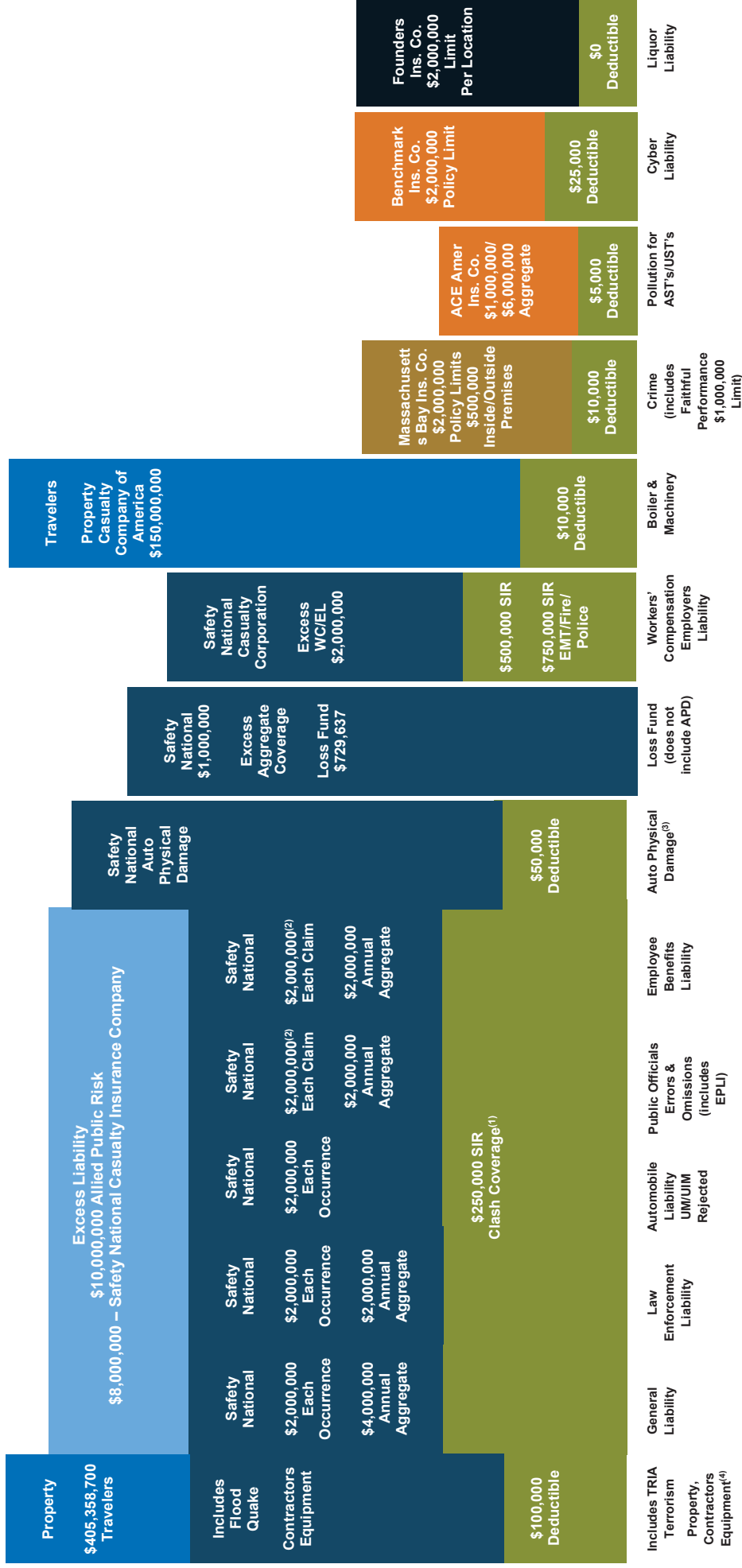
ajg.com

Safety National/Travelers Program Structure Chart – Effective May 1, 2021 to May 1, 2022

- (1) The SIF is a per occurrence retention. Only one retention applies in the event of a multiple loss (clash coverage), and the higher retention shall apply. See policy Multiple Lines Loss Protection for limits in the event of a multiple lines loss.
- (2) Public Officials Errors & Omissions and Employee Benefits Liability are on a Claims-Made basis, with an annual aggregate.
- (3) Safety National –Auto Physical Damage – All vehicles at ACV except Emergency Vehicles at Stated Value – changes mid-term do not need to be reported to carrier
- (4) \$100,000 Deductible for Windstorm/Hail deductible and \$250,000 Deductible for Flood Zone A.

City of Bloomington – Option 2

Safety National/Travelers Program Structure Chart – Effective May 1, 2021 to May 1, 2022



- (1) The SIR is a per occurrence retention. Only one retention applies in the event of a multiple loss (clash coverage), and the higher retention shall apply. See policy Multiple Lines Loss Protection for limits in the event of a multiple lines loss.
- (2) Public Officials Errors & Omissions and Employee Benefits Liability are on a Claims-Made basis, with an annual aggregate.
- (3) Safety National – Auto Physical Damage – All vehicles at ACV except Emergency Vehicles at Stated Value – changes mid-term do not need to be reported to carrier
- (4) \$100,000 Deductible for Windstorm/Hail deductible and \$250,000 Deductible for Flood Zone A.
- Safety National notes: Coverage for Dams is silent – no specific exclusion; Sexual Abuse under the GL section and any claim for other sections will be picked up in this coverage section

ORDINANCE NO. 2021 - ____

**AN ORDINANCE AMENDING THE BUDGET ORDINANCE
FOR THE FISCAL YEAR ENDING APRIL 30, 2022**

WHEREAS, on April 12, 2021 by Ordinance Number 2021-24, the City of Bloomington passed a Budget and Appropriation Ordinance for the Fiscal Year Beginning May 1, 2021 and Ending April 30, 2022, City of Bloomington, which Ordinance was approved by Mayor Tari Renner on April 14th, 2021; and

WHEREAS, a Budget Amendment is needed as detailed below;

An Ordinance amending the Fiscal Year 2022 Budget, in the amount of \$95,842.95, to pay for the cost of coverage and brokerage service for Fiscal Year 2021 (May 1, 2021 - April 30, 2022) totaling \$1,084,576 as requested by the Human Resources and Finance Departments.

Section One: Ordinance Number 2021-24 (the Budget and Appropriation Ordinance for the Fiscal Year Ending April 30, 2022) is further hereby amended by inserting the following line items and amount presented in the Exhibit and in the appropriate place in said Ordinances.

Section Two: Except as provided for herein, Ordinance Number 2021-24 shall remain in full force and effect, provided, that any budgeted or appropriated amounts which are changed by reason of the amendments made in Section One of this Ordinance shall be amended in Ordinance Number 2021-24.

Section Three: This Ordinance shall be in full force and effect upon its passage and approval and publication as required by law.

PASSED this 26th day of April 2021.

APPROVED this ____ day of April 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

FY 2022 Budget Amendment-Exhibit

Account #	Fund	Account Description	Amount	Comments
60150150-40000	Casualty Insurance	Use of Fund Balance	\$ (79,542.95)	
60150150-70220	Casualty Insurance	Other Professional & Technical Services	\$ 1,029.30	
60100150-70702	Casualty Insurance	Workers Compensation Insurance	\$ 5,103.64	
60150150-70703	Casualty Insurance	Liability Insurance Premium	\$ 14,076.86	
60150150-70704	Casualty Insurance	Property Insurance Premium	\$ 75,633.15	
60150150-79196	Casualty Insurance	Contribution to Fund Balance	\$ (16,300.00)	
Net Transaction:			\$ (0.00)	



REGULAR AGENDA ITEM NO. 9.B

FOR COUNCIL: April 26, 2021

SPONSOR: Administration Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Presentation and discussion of the PSCRB Annual Report, as requested by the Administration Department.

RECOMMENDED MOTION:

None; presentation only.

STRATEGIC PLAN LINK:

-Goal 5. Great Place - Livable, Sustainable City

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

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

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

BACKGROUND: The Annual Report of the Public Safety and Community Relations Board will be presented to Council.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: N/A

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Amy Overton, Executive Assistant

Reviewed by:

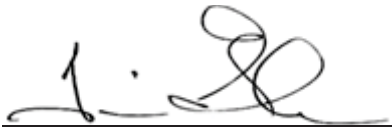

Billy Iyus, Deputy City Manager

4/21/2021


Tara Henry, Legislative Assistant

4/21/2021

Recommended by:

A handwritten signature in black ink, appearing to read 'Tim Gleason', is positioned above a horizontal line.

Tim Gleason, City Manager



REGULAR AGENDA ITEM NO. 9.C

FOR COUNCIL: April 26, 2021

SPONSOR: City Council

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and action on a Resolution Declaring Continued Utility Disconnection in Illinois to be a Pandemic Safety Risk, as requested by the City Council.

RECOMMENDED MOTION: The proposed Resolution be adopted.

STRATEGIC PLAN LINK:

-Goal 4. Strong Neighborhoods

STRATEGIC PLAN SIGNIFICANCE:

- Objective 4e. Strong partnership with residents and neighborhood associations
- Objective 4a. Residents feeling safe in their homes and neighborhoods

BACKGROUND: At the April 12, 2021, Committee of the Whole meeting, Council Member Crabill brought forward an Agenda Initiative calling on the Council to approve a resolution related to utility shut-offs constituting a pandemic safety risk and calling on the Illinois Governor to enact a moratorium on utility disconnections under his emergency powers. Due to its importance and timeliness, the City Council agreed the resolution should be brought forward for formal consideration at the April 26, 2021, meeting.

The resolution submitted by Council Member Crabill calls on the Illinois State Senate to pass HB 2877 which would allow the administration of Federal dollars directly to housing and utility providers based on each eligible household's financial need. The resolution also declares that the termination and disconnection of utility service by any service provider for failure to pay constitutes a pandemic safety risk until we have reached herd immunity and appropriated the Federal funds made available through HB 2877. Finally, the resolution calls on Governor Pritzker to enact a 30-day mandatory moratorium on utility disconnections for non-payment and without means testing.

If approved, the resolution will be forwarded to Governor Pritzker and our local legislators.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: The financial impact is unknown at this time as the resolution calls for a moratorium on utility shut offs, but also calls for the use of federal funds to offset losses to utilities.

COMMUNITY DEVELOPMENT IMPACT: N/A

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

Attachments:

- CC 1B Agenda Initiative Utility Shut-offs by Jeff Crabill
- CC 1C Resolution on Utility Shut-offs



MAYOR & ALDERMANIC
AGENDA INITIATIVE PROPOSAL FORM

SPONSOR: Jeff Crabill

PROPOSED INITIATIVE:

I propose creating a resolution finding utility shut-offs still constitute a pandemic safety risk and calling on the Illinois Governor to enact moratorium on utility disconnections under his emergency powers, 20 ILCS 3305/7 (12). Urbana will be considering such a measure at their April 12, 2021 meeting after unanimously voting at their committee of the whole meeting to put on their regular agenda. It is believed that some utilities will start shut-offs as early as April 14, 2021. Restricting access to utilities based on ability to pay hinders the public efforts in regards to other priorities including COVID-19 containment and tracing. Illinois bill HB2877, the COVID-19 Federal Emergency Rental Assistance Program Act, includes direct federal appropriations to rent and utility providers and has already passed the House of Representatives. A statement from the

ESTIMATED CITY STAFF TIME TO RESEARCH & PREPARE FULL COUNCIL MEMO ON PROPOSED INITIATIVE INCLUDING BACKGROUND AND ANY NECESSARY RESEARCH:

- ☒ Nominal (less than 5 hours)
☐ Moderate (5 to 10 hours)
☐ Significant (more than 10 hours)

ESTIMATED COST OF PROPOSED INITIATIVE: \$0

WILL THE PROPOSED INITIATIVE REQUIRE A BUDGET AMENDMENT:

- ☐ Yes
☒ No

WHAT CITY PROGRAMS OR STAFF ACTIVITIES ARE PROPOSED TO BE CUT OR REDUCED IN LIEU OF THE PROPOSED INITIATIVE, IF ANY:

None

DATE SUBMITTED: 04/12/2021

Jeff Crabill

SIGNATURE

RESOLUTION NO. 2021 - _____

**A RESOLUTION DECLARING CONTINUED UTILITY DISCONNECTIONS
IN ILLINOIS TO BE A PANDEMIC SAFETY RISK**

WHEREAS, a new and significant outbreak of Coronavirus Disease 2019 (“COVID-19”), a novel severe acute respiratory illness that can spread among people through respiratory transmissions, emerged in late 2019; and

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency and declared it a worldwide pandemic on March 11, 2020; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, the Governor of the State of Illinois issued a Gubernatorial Disaster Proclamation declaring all counties in the State of Illinois as a disaster area on March 9, 2020; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 virus; and

WHEREAS, on March 20, 2020, the Governor of the State of Illinois issued Executive Order 2020-10 entitled Executive Order in Response to COVID-19, and has issued many Executive Orders regarding the COVID-19 public health emergency since that date; and

WHEREAS, over 81,000 households’ utility services were disconnected from September 24th through November of 2020 in Illinois [See References Nos. 9-40]; and

WHEREAS, from October 1st to October 29th undesirable coronavirus metrics increased including caseloads increased 151%, hospitalizations increased 73%, intensive care unit admissions increased 61%, patients on ventilator increased 63%, and deaths increased 82% [See References No. 1]; and

WHEREAS, over 581 households’ utility services were disconnected from September 24th through November of 2020 in zip codes intersecting with the City of Bloomington [See References Nos. 11-16,40]; and

WHEREAS, restricting access to utilities based on ability to pay hinders the public efforts in regards to other priorities including COVID-19 containment and tracing; and

WHEREAS, the Governor of Illinois has the authority from 20 ILCS 3305 Sec. 7(12) to enact a mandatory moratorium on utility disconnections from all providers, including private corporations, municipal utilities, cooperatives, and all other utilities providers; and

WHEREAS, the Illinois House Bill HB2877, the COVID-19 Federal Emergency Rental Assistance Program Act, includes direct federal apportionments to rent and utility providers and has already passed the House of Representatives; and

WHEREAS, the latest data on vaccinations provided during the Governor of Illinois' press conference on March 24, 2021, states that we have only vaccinated 1 in 3 Illinoisans to date [See References No. 2].

NOW, THEREFORE, BE IT RESOLVED by the City Council, of the City of Bloomington, Illinois, as follows:

Section 1. That there is a public health emergency caused by the contagious COVID- 19 virus.

Section 2. The public health emergency is related to the COVID-19 virus which is causing or anticipated to cause continued widespread impacts on the financial health of members of the community.

Section 3. That the City Council calls on the Illinois Senate to pass HB2877 which would administer Federal dollars directly to housing and utility providers based on each eligible household's financial need rather than a flat or fixed amount as well as limit foreclosures through July 31, 2021 and provide for the sealing of court files pertaining to evictions.

Section 4. That the City Council declares the termination and disconnection of utility service by any utility provider, whether private for-profit, non-profit, public, or co-operative, for failure to pay for such service constitutes a pandemic safety risk until we have reached at least herd immunity and appropriated the Federal funds made available from HB2877.

Section 5. That the City Council calls on the Illinois Governor to enact a 30-day mandatory moratorium on utility disconnections for non-payment. The moratorium should be without means-testing.

PASSED this 26th day of April 2021.

APPROVED this ____ day of April 2021.

CITY OF BLOOMINGTON

ATTEST

Tari Renner, Mayor

Leslie Smith-Yocum, City Clerk

REFERENCES

1. Increase in coronavirus measures in Illinois on October 29th relative to October 1st
(<https://twitter.com/GovPritzker/status/1321906013142921217>)
2. Nearly 1 in 3 Illinoisans at or above the age of 16 vaccinated at 7 mins and 45 seconds into the March 24, 2021 Press Conference
(<https://www.facebook.com/watch/live/?v=267590335074753&t=465>)
3. Aqua Illinois, Inc. Compliance Filing Monthly Credit and Collections Data Report for February 2021 pursuant to Paragraph 12.b of the June 10, 2020 Stipulation (<https://www.icc.illinois.gov/docket/P2020-0309/documents/309111/files/538775.pdf>)
4. Illinois-American Water Company Compliance Filing Monthly Credit and Collections Data Report for February 2021 pursuant to Paragraph 12.b of the June 10, 2020 Stipulation
(<https://www.icc.illinois.gov/docket/P2020-0309/documents/309077/files/538729.pdf>)
5. Aqua Illinois, Inc.'s Compliance Filing Monthly Credit and Collections Data Report (January 2021 data) pursuant to Stipulation Paragraph 12.b
(<https://www.icc.illinois.gov/docket/P2020-0309/documents/307962/files/536925.pdf>)
6. Compliance Filing to the Commission's June 18, 2020 Order and the June 10, 2020 Stipulation on behalf of Illinois-American Water Company for January 2021 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/307957/files/536914.pdf>)
7. Aqua Illinois, Inc. Compliance Filing Monthly Credit and Collections Data Report (December 2020 data) (Stipulation Paragraph 12.b)
(<https://www.icc.illinois.gov/docket/P2020-0309/documents/306927/files/534998.pdf>)
8. Illinois American Water Company Compliance Filing Monthly Credit and Collections Data Report (December 2020 data) (Stipulation Paragraph 12.b) (<https://www.icc.illinois.gov/docket/P2020-0309/documents/306921/files/534990.pdf>)
9. Utility Services of Illinois, Inc.'s Monthly Credit and Collections Data Report for September 2020 pursuant to Stipulation Paragraph 12.b to the Commission's

June 18, 2020 Order (<https://www.icc.illinois.gov/docket/P2020-0309/documents/304221/files/530427.pdf>)

10. Aqua Illinois, Inc.'s Compliance Filing Monthly Credit and Collections Data Report for September 2020 pursuant to Stipulation Paragraph 12.b (<https://www.icc.illinois.gov/docket/P2020-0309/documents/304216/files/530420.pdf>)
11. Illinois-American Water Company Compliance Filing Monthly Credit and Collections Data Report (November 2020 data) (Stipulation Paragraph 12.b of the June 10, 2020 Stipulation) (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305991/files/533489.pdf>)
12. Ameren Illinois Company's Monthly Credit and Collections Report in Compliance with

Paragraphs 12(a) and 12(c) of the Stipulation pursuant to Commission's Order dated June 18, 2020 for November 2020

(<https://www.icc.illinois.gov/docket/P2020-0309/documents/305994/files/533498.pdf>)

13. Illinois-American Water Company Compliance Filing Monthly Credit and Collections DataReport (October 2020 data) (Stipulation Paragraph 12.b of the June 10, 2020 Stipulation)
(<https://www.icc.illinois.gov/docket/P2020-0309/documents/305101/files/532015.pdf>)
14. Ameren Illinois Company's Monthly Credit and Collections Report in Compliance with Paragraphs 12(a) and 12(c) of the Stipulation pursuant to Commission's Order dated June 18, 2020 for October 2020
(<https://www.icc.illinois.gov/docket/P2020-0309/documents/305093/files/532001.pdf>)
15. Ameren Illinois Company's Monthly Credit and Collections Report in Compliance with Paragraphs 12(a) and 12(c) of the Stipulation pursuant to Commission's Order dated June 18, 2020 for September 2020
(<https://www.icc.illinois.gov/docket/P2020-0309/documents/304235/files/530447.pdf>)
16. Illinois-American Water Company's Compliance Filing Monthly Credit and Collections DataReport for September 2020 pursuant to Stipulation Paragraph 12.b (<https://www.icc.illinois.gov/docket/P2020-0309/documents/304217/files/530422.pdf>)
17. Aqua Illinois, Inc. Compliance Filing Monthly Credit and Collections Data Report (November 2020 data) (Stipulation Paragraph 12.b of the June 10, 2020 Stipulation) (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305990/files/533487.pdf>)
18. Utility Services of Illinois, Inc.'s Monthly Credit and Collections Data Report for November 2020pursuant to Stipulation Paragraph 12.b to the Commission's June 18, 2020 Order (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305986/files/533479.pdf>)
19. Compliance Filing to Paragraph 12 of the Large Utility Stipulation as Appendix 1 to its June 18, 2020 Order on behalf of Northern Illinois Gas Company d/b/a Nicor Gas Company for November 2020
(<https://www.icc.illinois.gov/docket/P2020->

[0309/documents/305997/files/533504.pdf](https://www.icc.illinois.gov/documents/305997/files/533504.pdf))

20. Compliance Filing Consumers Gas Company pursuant to paragraph 24 of Appendix 2 to the Commission's June 18, 2020 Order for the month of November 2020 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305993/files/533494.pdf>)
21. North Shore Gas Company Monthly Credit and Collections Data for November 2020 per Section 12 of the Appendix 1. Large Utility Group Stipulation pursuant to the Commission's Order dated June 18, 2020 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305981/files/533471.pdf>)
22. The Peoples Gas Light and Coke Company Monthly Credit and Collections Data for November

2020 per Section 12 of the Appendix 1. Large Utility Group Stipulation pursuant to the Commission's Order dated June 18, 2020]

(<https://www.icc.illinois.gov/docket/P2020-0309/documents/305981/files/533472.pdf>)

23. Compliance Filing November 2020 to Paragraph 12 and Exhibit 1 of the Large Utility Stipulation as Appendix 1 in June 18, 2020 Order of Commonwealth Edison Company (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305992/files/533492.pdf>)
24. Compliance Filing Consumers Gas Company pursuant to paragraph 24 of Appendix 2 to the Commission's June 18, 2020 Order for the month of October 2020 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305121/files/532064.pdf>)
25. North Shore Gas Company Monthly Credit and Collections Data for October 2020 per Section 12 of the Appendix 1. Large Utility Group Stipulation pursuant to the Commission's Order dated June 18, 2020 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305113/files/532051.pdf>)
26. The Peoples Gas Light and Coke Company Monthly Credit and Collections Data for October 2020 per Section 12 of the Appendix 1. Large Utility Group Stipulation pursuant to the Commission's Order dated June 18, 2020 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305113/files/532052.pdf>)
27. Compliance Filing October 2020 to Paragraph 12 and Exhibit 1 of the Large Utility Stipulation as Appendix 1 in June 18, 2020 Order of Commonwealth Edison Company (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305110/files/532043.pdf>)
28. Compliance Filing to Paragraph 12 of the Large Utility Stipulation as Appendix 1 to its June 18, 2020 Order on behalf of Northern Illinois Gas Company d/b/a Nicor Gas Company for October 2020 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305106/files/532030.pdf>)
29. Utility Services of Illinois, Inc. Monthly Credit and Collections Data Report (October 2020 data) (Stipulation Paragraph 12.b of the June 10, 2020 Stipulation) (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305103/files/532019.pdf>)

30. Aqua Illinois, Inc. Compliance Filing Monthly Credit and Collections Data Report (October 2020 data) (Stipulation Paragraph 12.b of the June 10, 2020 Stipulation) (<https://www.icc.illinois.gov/docket/P2020-0309/documents/305092/files/531997.pdf>)
31. Compliance Filing to Paragraph 12 of the Large Utility Stipulation as Appendix 1 to its June 18, 2020 Order on behalf of Northern Illinois Gas Company d/b/a Nicor Gas Company for September 2020 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/304276/files/530508.pdf>)
32. Consumer Gas Company's Compliance Filing pursuant to Paragraph 24 of Appendix 2 of the Commission's June 18, 2020 Order for September 2020 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/304270/files/530495.pdf>)
33. Compliance Filing to Commission's Order dated June 18, 2020, Section 12 of the Exhibit 1 -Large Utility Group Stipulation for North Shore Gas Company (<https://www.icc.illinois.gov/docket/P2020-0309/documents/304241/files/530453.pdf>)
34. Compliance Filing to Commission's Order dated June 18, 2020, Section 12 of the Exhibit 1 -Large Utility Group Stipulation for The Peoples Gas Light and Coke Company (<https://www.icc.illinois.gov/docket/P2020-0309/documents/304241/files/530454.pdf>)
35. Compliance Filing to Paragraph 12 and Exhibit 1 of the Large Utility Stipulation as Appendix 1 in June 18, 2020 Order of Commonwealth Edison Company for September 2020 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/304230/files/530438.pdf>)
36. Consumer Gas Company's Compliance Filing pursuant to Paragraph 24 of Appendix 2 of the Commission's June 18 Order for August 2020 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/303196/files/528718.pdf>)
37. Compliance Filing to paragraph 24 of Appendix 2 to the Commission's June 18 Order on behalf of Consumers Gas Company for July 2020 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/302261/files/526912.pdf>)
38. Illinois Gas Monthly Report for months of April - December 2020 and January

- February 2021 (<https://www.icc.illinois.gov/docket/P2020-0309/documents/309098/files/538760.pdf>)

39. Liberty Utilities (Midstates Natural Gas) Corp. Monthly Report for December 2020 pursuant to paragraph 24 of Appendix 2 to the Commission's Order (<https://www.icc.illinois.gov/docket/P2020-0309/documents/306920/files/534988.pdf>)
40. NoAmerenShutoffs Utility Disconnections Database (accumulations of the aforementioned IllinoisCommerce Commission Reports digitized into a Google Sheet) (https://docs.google.com/spreadsheets/d/1XJLL9iDcgJgM11CAfa1l4Q5Yw2xiV7RA-G4rT4PdRT_r4/edit?usp=sharing)



REGULAR AGENDA ITEM NO. 9.D

FOR COUNCIL: April 26, 2021

SPONSOR: Legal Department

WARD IMPACTED: City-Wide Impact

SUBJECT: Consideration and potential action regarding Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures, as requested by the Legal Department.

RECOMMENDED MOTION:

No modifications recommended at this time.

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
- Objective 1d. City services delivered in the most cost-effective, efficient manner
- Objective 1c. Engaged residents that are well informed and involved in an open governance process

BACKGROUND: On March 26, 2020, the City Council approved Ordinance 2020-18, An Ordinance Declaring a Local Emergency Due to the COVID-19 Virus & Enacting Various Emergency Measures. This Ordinance is effective for 28-day periods unless amended or repealed sooner by the City Council. Absent such repeal or amendment, the Ordinance continues in effect for additional 28-day periods.

As part of the passage of the Ordinance and due to its importance, the City Manager committed to placing Ordinance 2020-18 on every regular agenda. This allows the Council to repeal it as soon as the pandemic subsides, and thus end the use of the City's emergency powers.

On April 2, 2021, Governor Pritzker issued a new 30-day disaster proclamation related to the pandemic. As the community, including the City's businesses and residents, continues to address the impacts of the COVID-19 pandemic, City staff is not currently recommending the repeal of the Ordinance at this time. The City's Emergency Ordinance has been used primarily to assist local businesses (e.g., permit and licensing extensions, outdoor dining, etc.) and ensure the continuity of operations at the City.

COMMUNITY GROUPS/INTERESTED PERSONS CONTACTED: N/A

FINANCIAL IMPACT: There is no new financial impact associated with continuing Ordinance 2020-18 in effect.

COMMUNITY DEVELOPMENT IMPACT: The continuation of Ordinance 2020-18 allows several key functions of the Economic & Community Development Department to continue that do not include statutorily mandated public hearings, as well as the expansion of certain business operations for outdoor dining.

Respectfully submitted for Council consideration.

Prepared by: Jeffrey Jurgens, Corporation Counsel

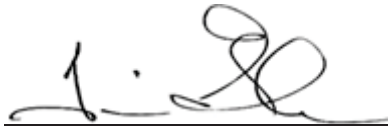
Reviewed by:



Tara Henry, Legislative Assistant

4/22/2021

Recommended by:



Tim Gleason, City Manager

Attachments:

- LGL 1B Local Emergency Declaration Ordinance 2020-18
- LGL 1C Ord. No. 2020 - 21
- LGL 1D Ord. No. 2020 - 25
- LGL 1E Ord. No. 2020 - 30
- LGL 1F Ord. No. 2020 - 38
- LGL 1G Ord. No. 2020 - 45
- LGL 1H Ord. No. 2020 - 61
- LGL 1I Ord. No. 2021 - 2

ORDINANCE NO. 2020 - 18

AN ORDINANCE DECLARING A LOCAL EMERGENCY DUE TO THE COVID-19 VIRUS & ENACTING VARIOUS EMERGENCY MEASURES

WHEREAS, on January 30, 2020, the World Health Organization declared the outbreak of COVID-19 to be a public health emergency of international concern and on March 11, 2020 declared it a worldwide pandemic; and

WHEREAS, on January 31, 2020, the U.S. Health and Human Services Secretary declared a public health emergency for the United States; and

WHEREAS, the Governor of the State of Illinois issued a disaster proclamation on March 9, 2020, due to the impact of the COVID-19 virus and has activated the State Emergency Operations Center; and

WHEREAS, the State Emergency Management Agency has declared a public health emergency due to the impact of the COVID-19 virus; and

WHEREAS, on March 13, 2020, the President of the United States declared a National Emergency concerning the COVID-19 outbreak; and

WHEREAS, the City Manager and staff have been meeting for weeks to begin preparing for the potential impact of the pandemic and has coordinated its response with McLean County and the Town of Normal; and

WHEREAS, the City Council has considered the existence of a public health emergency in acting upon this ordinance and actions required to promote the health, safety and welfare of its citizens; and

WHEREAS, 20 ILCS 3305/10J, of the Emergency Management Agency Act and 65 ILCS 5/8-10-5 of the Illinois Municipal Code and Chapter 12 of the Bloomington City Code provides political subdivisions with certain emergency authority; and

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

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

SECTION 2. Emergency Authority. In accordance with the authority provided to the City by the Emergency Management Agency Act, the City Code and its home-rule authority, the following actions are authorized by the City Council:

- (A) Cancellation of Meetings. The Mayor may cancel meetings of any board or commission to which he appoints members. Any such cancellation shall automatically extend such deadlines for required actions by such board or commission as is specified in the cancellation notice. In lieu of the Mayor

cancelling said meetings, the Chairperson of any board or commission may cancel said meetings and are encouraged to do so absent a priority need.

- (B) Ability to Conduct Electronic Meetings. Any Council Member or board member of any board or commission, in accordance with Governor Pritzker's COVID-19 Executive Order No. 5 may attend any regular or special meeting via electronic means, including audio or video conferences. A physical quorum of the Trustees is not required before the remote participation is allowed.
- (C) Ability to Address Contract, Permitting and Licensure Issues. The City Manager shall have the authority, upon approval of both the Mayor and Mayor Pro Tem, to address any contract, permitting and/or licensing issues, including the suspension of any permits or licenses, as the City Manager may deem to be in the best interest of the City. The suspension of any license or permit may be overturned by a majority of the City Council at a subsequent City Council meeting.
- (D) Emergency Purchases. For any emergency purchases that are necessary, the City Manager shall follow the provisions of Chapter 16 of the Bloomington City Code.
- (E) Personnel Policies & Union Contracts. The City Manager's authority is hereby reaffirmed that he may adjust any personnel policies related to leave time, other benefits or terms and conditions of employment as are reasonably related to providing sufficient staffing during the term of the emergency. In addition, he is authorized to enter into such temporary agreements, including memoranda of understanding with the City's bargaining units in order to promote the provision of City services and the health and safety of the public and employees during the emergency.
- (F) Facility Closures. The authority of the City Manager is hereby reaffirmed to close City facilities as is reasonably required to protect the health of the public and employees of the City.
- (G) Administrative Court. The Corporation Counsel is authorized to extend any timeframe for responses related to City ordinance violations in recognition of the emergency and to suspend the City's Administrative Court and/or continue said cases.
- (H) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within 30 days after the conclusion Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof, or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

- (I) Payment of City Bills. The City Manager may authorize the issuance of payments to City vendors, contractors and utilities if the City Council is unable to meet on a regularly scheduled meeting date. Any such payments must be reported to the City Council in writing at a future public meeting.
- (J) Water Shut Offs. All City utility shut offs for nonpayment shall be suspended while this ordinance is in effect.
- (K) Acceptance of Applications. The City is authorized to accept applications for all City licenses and permits electronically, and may accept all other documentation required related to said applications electronically.
- (L) Written Public Comment. The City Manager shall implement procedures encouraging the electronic submission of written comments for public meetings beyond those set forth in Chapter 2, Section 85(I). These procedures shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof.
- (M) Community Development Approvals. The City Manager and Director of Community Development, or City Planner in the absence of the Director of Community Development, shall have the authority to approve grant applications, the awarding of historic preservation grants, cite plans not involving special uses, certificates of appropriateness, and to postpone any meetings regarding the Planning Commission and Zoning Board of Appeals. Any applications requiring a public hearing may also be postponed by the City Manager.
- (N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.
- (O) Intergovernmental Agreements. The City Manager is authorized to execute intergovernmental agreements that address the response and needs associated with this local disaster declaration that he deems to be in the best interests of the City.

SECTION 3. Other Emergency Powers Disallowed. The Emergency Powers in Chapter 12, Section 11 are not necessary to address the COVID-19 crisis. Accordingly, no such powers may be exercised by the Mayor, City Manager or their successors.

SECTION 4. Succession Planning. In the absence or incapacity of the Mayor, the Mayor Pro Tem shall serve as the Mayor of the City of Bloomington and shall have all authority and power of the Mayor, including the emergency powers set forth in this Ordinance. If the Mayor Pro Tem is incapacity or otherwise serving as Mayor, the City Council shall appoint a new Mayor Pro Tem. In the absence or incapacity of the City Manager, the Deputy City Manager shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance. In the absence or incapacity of both the City Manager and the Deputy City Manager, the Corporation Counsel shall serve as the City Manager of the City of Bloomington and shall have all authority and power of the City Manager, including the emergency powers set forth in this Ordinance.

SECTION 5. Declaration of a Local Disaster. This Ordinance shall be construed as a declaration of a local disaster as provided for under Section 11 of the Illinois Emergency Management Agency Act, 20 ILCS 3305/11.

SECTION 6. Amendment of City Code. Except as provided herein, the Bloomington City Code, 1960, as amended shall remain in full force and effect.

SECTION 7. Severability. In the event that any section, clause, provision, or part of this Ordinance shall be found and determined to be invalid by a court of competent jurisdiction, all valid parts that are severable from the invalid parts shall remain in full force and effect.

SECTION 8. Publication. The City Clerk is hereby authorized to publish this ordinance in pamphlet form as provided by law.

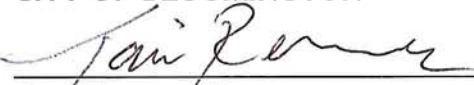
SECTION 9. Home Rule Authority. This ordinance is passed and approved pursuant to the home rule authority granted Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 10. Effectiveness & Duration. This ordinance takes effect immediately upon its passage due to the urgency of implementing appropriate responses to the COVID-19 virus, which is causing or anticipated to cause widespread impacts on the health of members of this community. The recitals are incorporated into this Section. This ordinance shall be effective for 28 days from the date of passage unless repealed or amended sooner by the City Council. The ordinance shall continue for 28-day periods thereafter unless repealed or amended by the City Council.

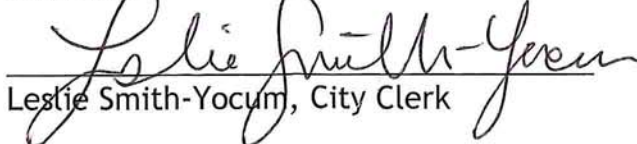
PASSED this 26th day of March 2020.

APPROVED this 27th day of March 2020.

CITY OF BLOOMINGTON


Tara Renner, Mayor

ATTEST


Leslie Smith-Yocum, City Clerk

ORDINANCE NO. 2020 - 21

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD CLUB LIQUOR LICENSES TO SECTION 2(N)**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by amending Section 2(N) to read as follows (added; deleted):

(N) Liquor Commissioner Authority to Allow Deliveries. The Liquor Commissioner shall be granted the authority to allow all restaurant liquor license holders (Class RA and Class RB), club liquor license holders (Class CA and Class CB), as well as all taverns (Class TA and Class TB) to provide the delivery, carryout and curbside pickup of alcoholic liquor, so long as the license holder complies with the requirements of Chapter 6, Section 32(C) for curbside pickup and Chapter 6, 32(D) for deliveries, as well as any other requirements that may be imposed by Executive Order of the Mayor. No packaged liquor license component shall be required. This authority of the Liquor Commissioner shall remain in effect so long as Governor Pritzker's Gubernatorial Disaster Proclamation remains in effect, including any and all renewals thereof, or until this authority is repealed by the City Council.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 13th day of April 2020.

APPROVED this 15th day of April 2020.

CITY OF BLOOMINGTON

Tari R. Perna, Mayor

ATTEST

Leslie J. Young, City Clerk



ORDINANCE NO. 2020 - 25

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO ADD A NEW SECTION 2(P) TO ALLOW THE PRORATION OF THE CITY'S VIDEO GAMING LICENSE FEES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(P) as follows:

(P) Video Gaming License Fee Proration; Other License Fee Prorations. To account for the mandated closure of video gaming establishments, the City shall prorate the City's video gaming license fee as follows: (1) for the license year May 1, 2019, through April 30, 2020, the City shall reimburse license holders 12% of the license fee paid within 15 days of adoption of this Ordinance; and (2) for the license year May 1, 2020, through April 30, 2021, the City shall issue a refund of the license fee based on the prorated amount of time the establishment was not authorized to operate within said year by the Illinois Gaming Board due to the COVID-19 pandemic or may otherwise offset said amount when the license fee is paid. Any such refund shall be paid by the City within 15 days after video gaming establishments are lawfully authorized to resume operations by the Illinois Gaming Board. The City Manager is similarly authorized, by Executive Order, with the written concurrence of both the Mayor and Mayor Pro Tem, to prorate other annual City license fees for license holders that are not permitted to operate by state or federal mandate due to the COVID-19 pandemic.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 27th day of April 2020.

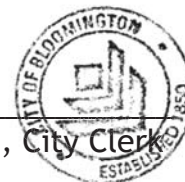
APPROVED this 28th day of April 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leslie Young
Leslie Young, City Clerk



ORDINANCE NO. 2020 - 30

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(Q) REGARDING LIQUOR LICENSE FEES
AND A NEW SECTION 2(R) REGARDING COVID-19 GRANTS**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(Q) as follows:

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. This shall be a one-time proration and only for establishments that were closed continually for at least 30 days. Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must be received by the City Clerk at least 30 days after establishments are allowed to have customers/patrons “dine-in” regardless of capacity restrictions.

SECTION 2. That Ordinance 2020-18 is hereby amended by adding a new Section 2(R) as follows:

(R) COVID-19 GRANT AGREEMENTS. The City Manager, or designee, is authorized to enter into grant agreements on behalf of the City related to the COVID-19 pandemic and to submit grant applications related to same.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 11th day of May 2020.

APPROVED this 12th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, Mayor

ATTEST

Leticia Young
Leticia Young, City Clerk



ORDINANCE NO. 2020 - 38

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(S) REGARDING
TEMPORARY OUTDOOR BUSINESS OPERATIONS AND STREET CLOSURES**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by adding a new Section 2(S) as follows:

(S) Temporary Outdoor Business Operations & Street Closures. The City Manager shall have the authority, through Executive Order, to temporarily close streets, or portions thereof, for outside use by businesses when said closure can be performed in a safe manner. The City Manager is also authorized to allow for the outdoor temporary expansion of premises for businesses, including but not limited to on closed public streets and/or other right-of-way areas of the City, including parking lots, parking spaces and alleys. The City Manager shall provide for the closure of any streets and the process for expansion of premises by Executive Order. No fee shall be required for any expansion, but appropriate insurance, waivers, barriers, plans, and other safety measures may be required. The City Manager may likewise waive any other requirements related to the expansion of a business premises for off-premises use and/or the placement of tents for outdoor use and may implement other Executive Orders to allow for and expedite the allowance of outdoor business operations.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 26th day of May 2020.

APPROVED this 27th day of May 2020.

CITY OF BLOOMINGTON

Tari Renner
Tari Renner, City Manager

ATTEST

Leslie Simon Recum
Leslie Simon Recum, City Clerk



ORDINANCE NO. 2020 - 45

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO MODIFY SECTION 2(H) REGARDING THE MORATORIUM ON
INTEREST, FINES AND PENALTIES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18 is hereby amended by modifying Section 2(H) as follows:

- (S) Moratorium on Interest, Fines and Penalties. No interest, fines and/or penalties shall accrue or be assessed on amounts owed to the City as of March 1, 2020 and thereafter until our region begins Phase 4 of the Restore Illinois Plan, for City utility payments, food and beverage taxes (although timely tax return filings are still required), parking tickets and/or ordinance violations, so long as said obligations to the City are paid within ninety (90) days after our region hits Phase 4 of the Restore Illinois Plan, expected to be June 26, 2020, ~~30 days after the conclusion of Governor Pritzker's Gubernatorial Disaster Proclamation, including any and all renewals thereof,~~ or until this provision is amended or repealed by the City Council. The City Manager is similarly authorized, by Executive Order, to extend the deadlines for payments related to any other amounts due and owing the City.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 24th day of June 2020.

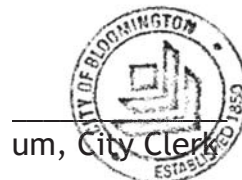
APPROVED this 25th day of June 2020.

CITY OF BLOOMINGTON

Tari Renner _____
or

ATTEST

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ORDINANCE NO. 2020 - 61

**AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE,
ORDINANCE 2020-18, TO ADD A NEW SECTION 2(T) SUSPENDING
DOWNTOWN SHUTTLES**

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. The City Council finds that: (1) as McLean County is currently on the warning level for the new cases per 100,000, additional emergency measures are necessary to restrict the spread of COVID-19; and (2) the operation of the downtown shuttles, used to carry patrons to and from bars in vehicles where social distancing is not possible, creates a public health and safety risk during this time of rising cases; and (3) that the suspension of downtown shuttles is necessary for the public health and safety of the community.

SECTION 2. That Ordinance 2020-18 is hereby amended by adding a new Section 2(T) as follows:

(T) Suspension of Downtown Shuttles. All licenses and certificates of public convenience for downtown shuttles issued under Chapter 40, Article X of the City Code are hereby suspended and no downtown shuttle shall operate until the repeal and/or termination of this Ordinance or provision. No additional and/or new licenses or certificates shall be issued until the repeal or termination of this Ordinance or provision.

SECTION 3. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

SECTION 4. The City Clerk shall be, and is hereby directed and authorized to publish this Ordinance in pamphlet form as provided by law.

SECTION 5. This Ordinance is enacted pursuant to the authority granted to the City as a home rule unit by Article VII, Section 6 of the 1970 Illinois Constitution.

SECTION 6. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 14th day of September 2020.

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APPROVED this 16th day of September 2020.

CITY OF BLOOMINGTON

 Tari Renner
Tari Renner, Mayor

ATTEST

 Leslie Smith-Jones
Leslie Smith-Jones, City Clerk



ORDINANCE NO. 2021 - 2

AN ORDINANCE AMENDING THE LOCAL EMERGENCY DECLARATION ORDINANCE, ORDINANCE 2020-18, TO MODIFY SECTION 2(Q) TO ALLOW THE CONTINUED PRORATION OF THE CITY'S LIQUOR LICENSE FEES

BE IT ORDAINED by the City Council of the City of Bloomington, Illinois:

SECTION 1. That Ordinance 2020-18, Section 2(Q) is amended as follows:

(Q) Liquor License Fee Proration. Establishments with a City liquor license that are not operating due to the pandemic, may apply to have their license fees prorated for the license year based on the amount of time the business was closed due to Executive Order of the Governor of the State of Illinois. To qualify for a proration in the license fee, the establishment must have been closed and may not have been providing curbside pickup and/or delivery. ~~This shall be a one-time proration and only for establishments that were closed continually for at least 30 days.~~ Establishments must apply for the proration refund to the City Clerk and shall be required to provide proof of closure by affidavit and/or other documentation as deemed appropriate by the City Clerk. Applications must specify the dates the Establishment was closed as a result of orders by the State of Illinois. A new application must be filed each time the establishment is closed as a result of the orders by the State of Illinois. New applications for fee refund prorations that occurred for closings in the 2020 calendar year must be filed by March 1, 2021. Applications for any fee refunds prorations that occur as the result of closings in the 2021 calendar year must be filed by January 31, 2022. Applications must be received by the City Clerk at least 30 days after establishments are allowed by executive order of the Governor or other change in the law, to have customers/patrons "dine-in" regardless of capacity restrictions.

SECTION 2. Except as provided herein, Ordinance 2020-18, as amended, shall remain in full force and effect.

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

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

SECTION 5. This ordinance shall be effective immediately after its execution and publication as required by law.

PASSED this 11th day of January 2021.

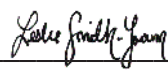
APPROVED this 13th day of January 2021.

CITY OF BLOOMINGTON



Tari Renner, Mayor

ATTEST



Leslie Smith-Yocum, City Clerk

